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, January 12, 2022. 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 Miercoles, 12 de Enero del 2022. 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, Actuaria de la Ciudad

AMENDED AGENDA 1/11/2022

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 12, 2022
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 January 12, 2022 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 12 de Enero del 2022, 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

- December 21, 2021

4. B. DISBURSEMENTS FROM DECEMBER 14, 2021 THROUGH JANUARY 3, 2022

Total Disbursements $782,741.39
(Seven Hundred Eighty-Two Thousand, Seven Hundred Forty-One Dollars and Thirty-Nine Cents)

4. C. Discussion and possible action on any and all matters regarding Order No. 2022-01. An order of the Mayor and City Council of the City of San Luis, Arizona adopting uses for the American Rescue Plan Act fund allocation to the City of San Luis. **(Lizandro Galaviz, City Manager)**

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the proposed agreement between the City of San Luis, Arizona and Allkiosk LLC, to provide the processing of utility payments through a kiosk setup outside City Hall. **(Jorge Perez, Billing & Collections Manager)**

5. B. Discussion and possible action on any and all matters regarding adopting a notice of intention to recuperate the city's costs through a special water connection surcharge on those connecting to the city-built water line on County 25th Street between Avenue E and Avenue D. **(Kay Marion Macuil, City Attorney and Eulogio Vera, Public Works Director)**

5. C. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Michael Joseph Basha on behalf of Food City #127 located at 579 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Open Public Hearing
   1. Staff and/or applicant presentation
   2. Call to the public on this item
B. Close Public Hearing
C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Food City #127.

5. D. Discussion and possible action on any and all matters regarding authorization to purchase Virtual Reality (VR) training program and equipment using Fiscal Year 2022 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**

5. E. Discussion and possible action on any and all matters regarding the amendment to the Kimley Horn and Associates, Inc. contract 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)**

5. F. Discussion and possible action on any and all matters regarding the award of contract to Consultant Engineering, Inc., for the Cesar Chavez Boulevard Project. **(Jenny Torres, Economic Development Manager)**

5. G. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2205. A resolution of the San Luis City Council relating to the community redevelopment in San Luis; defining the redevelopment area; finding the existence of a slum and/or blighted area in the City of San Luis and declaring the necessity for, and the creation of, the downtown San Luis redevelopment area. **(Jenny Torres, Economic Development Manager)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item
B. Action on Resolution No. 2205

5. H. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2206. A Resolution of the San Luis City Council relating to the community redevelopment in San Luis and designating a central business district (CBD). **(Jenny Torres, Economic Development Manager)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item
B. Action on Resolution No. 2206

5. I. Public hearing followed by discussion and possible action on any and all matters regarding Minor Amendment Case No. 2021-0703 and Resolution No. 2207. 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 2.9 acres of land located on the northeast corner of Avenue F and County 24th Street from Medium Density Residential (MDR) to High-Density Residential (HDR). **(Fernando Villegas, Principal Planner)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B Close public hearing
C. Action on Resolution No. 2207

5. J. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243 and Ordinance No. 423. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 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) for property located on the southeast corner of Avenue E and County 23 ½ Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Ordinance No. 423

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

Regular City Council Meeting **4. A.**

Meeting Date: 01/12/2022

Summary

MINUTES OF

- December 21, 2021

Attachments

12/21/2021 SCM

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 21, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Africa Luna-Carrasco called the Special City Council meeting to order at approximately 6:30 p.m.

PRESENT: Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Jose Ponce
Council Member Jose Ponce
Council Member Gloria Torres

ABSENT: Mayor Gerardo Sanchez
Council Member Luis Cabrera

OTHERS PRESENT: Lizandro Galaviz, Interim City Manager
Kay Macuil, City Attorney
Melissa Lopez, Deputy City Clerk
Domingo Sosa, I.T. Department
Fernando Corona, I.T. Department
Jose Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Acting Public Information Officer
Ralph Velez, Consultant (via Zoom)
Richard Jessup, Chief of Police
Cristian Cueva, Simultanous Translator
Less Evans, Evans Construction
Mark Concha, Riedel Construction
Najeh Edais, Edais Engineering
Nieves Riedel, Developer/Riedel Construction
Olivia Jenkins, Riedel Construction

2. PLEDGE OF ALLEGIANCE

Council Member Gloria Torres led the Pledge of Allegiance.

3. INVOCATION

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

4. CONSENT AGENDA

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)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

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)

Mr. Jose Guzman, Director of Planning & Zoning, explained that this request is for a development agreement for Los Mesquites, property that recently was approved for a General Plan Amendment. Some of the conditions are general conditions such as the contribution of the $260.00 per acre for the traffic light. The development will be next to a wastewater treatment plant, staff wanted to make sure that residents are notified that the construction will be next to a wastewater treatment plant, therefore this provision was also added to the conditions. The developer agreed to donate five (5) acres for a park and to build an eight (8) foot wall next to the east part of the property next to the detention center along with a 30 feet wide buffer and a residential street adjacent to the buffer. There will be 82 feet between the residential properties, the detention center and the east wastewater treatment plant. He added that the developer agreed to sign any petitions for improvement districts and the dedication of the right-of-way and updated Public Works Standards requirements.

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to approve and adopt Resolution No. 2204. Motion passed unanimously.

The vote was as follows:

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

6. SUMMARY OF CURRENT EVENTS

Council Member Matias Rosales reported he attend the Shop with a Cop, Angeles de Esperanza, Senior Center Posada, groundbreaking for the expansion of Mr. Jones' warehouse facility and the volunteer and coaches award ceremony.

Council Member Jose Ponce reported he attend the Youth Center Posada, Rotary Club Senior Center lunch, volunteer and coaches award ceremony, Senior Center Posada and the Campesinos Sin Fronteras events.

Vice Mayor Africa Luna-Carrasco reported that Mayor Gerardo Sanchez and Council Members attended the Christmas Light Parade adding that she attended the Yuma Light Parade as well.

7. CALL TO THE PUBLIC

There were no comments from the public.

8. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Matias Rosales to adjourn the Special Council meeting at approximately 6:42 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on December 21, 2021. I further certify that the meeting was dully called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. B.**

Meeting Date: 01/12/2022

Summary

DISBURSEMENTS FROM DECEMBER 14, 2021 THROUGH JANUARY 3, 2022
Total Disbursements $782,741.39
(Seven Hundred Eighty-Two Thousand, Seven Hundred Forty-One Dollars and Thirty-Nine Cents)

Attachments

Disbursements

City of San Luis
Finance Department

RECEIVED
2022 JAN -6 P 2:44
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

COUNCIL MEETING JAN 12, 2022
Disbursement Report from 12/14/2021 TO 1/3/2022

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	12/16/2021	$ 256,925.68	Schedule A
Payroll Check Account	12/20/2021	$ 375,773.27	Schedule B
Accounts Payable Check Account	12/22/2021	$ 84,596.53	Schedule C
Accounts Payable Check Account	12/29/2021	$ 65,445.91	Schedule D
	Total Disbursements:	**$ 782,741.39**	

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: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

• P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549 •

City of San Luis

Payment Register

From Payment Date: 12/13/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
100619	12/13/2021	Open			Utility Management Refund	ARMENTA, MARIA	$161.02		
100620	12/13/2021	Open			Utility Management Refund	BUSTAMANTE, MARIA	$163.83		
100621	12/13/2021	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$5.98		
100622	12/13/2021	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$12.52		
100623	12/13/2021	Open			Utility Management Refund	FELIX, ROXANA, I	$122.45		
100624	12/13/2021	Open			Utility Management Refund	HERRERA, XAVIER	$30.62		
100625	12/13/2021	Open			Utility Management Refund	LOS ALAMOS BUILDERS LLC	$3.57		
100626	12/13/2021	Open			Utility Management Refund	PPEP MICROBUSINESS AND HOUSING/CO DIANA SANDOVAL	$199.00		
100627	12/13/2021	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	$6.62		
100628	12/13/2021	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	$6.62		
100629	12/13/2021	Open			Utility Management Refund	RIEDEL CONSTRUCTION INC	$10.64		
100630	12/13/2021	Open			Utility Management Refund	ROMERO, EVA, S	$125.28		
100631	12/13/2021	Open			Utility Management Refund	SILVA, RAFAEL & YOLANDA JT	$16.89		
100632	12/13/2021	Open			Utility Management Refund	VALLEJO, HECTOR & ABIGAIL GARCIA	$109.28		
100633	12/15/2021	Open			Accounts Payable	R.K WELDING SERVICES	$72.00		
100634	12/16/2021	Open			Accounts Payable	24 KARAT JEWELERS	$799.16		
100635	12/16/2021	Open			Accounts Payable	24/7 GET FIT LLC	$1,377.00		
100636	12/16/2021	Open			Accounts Payable	AAED	$100.00		
100637	12/16/2021	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,889.76		
100638	12/16/2021	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$40.00		
100639	12/16/2021	Open			Accounts Payable	APS/CLAIM #414-1352-AH	$50.00		
100640	12/16/2021	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	$144,406.00		
100641	12/16/2021	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	$25.00		
100642	12/16/2021	Open			Accounts Payable	ASTORGA, ERICK	$76.00		
100643	12/16/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$2,779.88		
100644	12/16/2021	Voided		12/16/2021	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$132.30		
100645	12/16/2021	Open			Accounts Payable	AZUL CAFE	$88.27		
100646	12/16/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$1,865.22		
100647	12/16/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,453.93		
100648	12/16/2021	Open			Accounts Payable	BTE BODY COMPANY INC	$3,290.12		
100649	12/16/2021	Open			Accounts Payable	CENTURYLINK	$104.10		

Schedule 4

City of San Luis

Payment Register

From Payment Date: 12/13/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
100650	12/16/2021	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$45.29		
100651	12/16/2021	Open			Accounts Payable	CORREA, ENRIQUE	$150.00		
100652	12/16/2021	Open			Accounts Payable	ECHAVARRIA, NOHEMY	$342.22		
100653	12/16/2021	Open			Accounts Payable	ECOVERDE, LLC	$2,181.30		
100654	12/16/2021	Open			Accounts Payable	ESPINOZA, ROGER	$76.00		
100655	12/16/2021	Open			Accounts Payable	FERRELLGAS, LP	$616.57		
100656	12/16/2021	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	$3,488.91		
100657	12/16/2021	Open			Accounts Payable	GONZALEZ, VERONICA	$276.75		
100658	12/16/2021	Open			Accounts Payable	JC WELDING, LLC	$380.00		
100659	12/16/2021	Open			Accounts Payable	KENZ & LESLIE OF ARIZONA INC.	$972.58		
100660	12/16/2021	Open			Accounts Payable	KS STATE BANK	$236.59		
100661	12/16/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	$237.68		
100662	12/16/2021	Open			Accounts Payable	LOOMIS	$816.37		
100663	12/16/2021	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$600.00		
100664	12/16/2021	Open			Accounts Payable	LOWE'S HIW, INC.	$217.85		
100665	12/16/2021	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$1,500.00		
100666	12/16/2021	Open			Accounts Payable	MALDONADO, JUAN, J	$150.00		
100667	12/16/2021	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$291.54		
100668	12/16/2021	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$20.00		
100669	12/16/2021	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$4,659.30		
100670	12/16/2021	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$138.87		
100671	12/16/2021	Open			Accounts Payable	NIEVES HEIDY QUINTERO	$1,350.00		
100672	12/16/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$771.73		
100673	12/16/2021	Open			Accounts Payable	OFFICE DEPOT	$1,048.62		
100674	12/16/2021	Open			Accounts Payable	ORTIZ, JUAN, C	$138.67		
100675	12/16/2021	Open			Accounts Payable	PATIO SUSHI & MORE	$975.69		
100676	12/16/2021	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
100677	12/16/2021	Open			Accounts Payable	SANTANA, MARCO	$76.00		
100678	12/16/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$2,397.70		
100679	12/16/2021	Open			Accounts Payable	STANDARD INSURANCE CO.	$2,141.15		
100680	12/16/2021	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$646.05		
100681	12/16/2021	Open			Accounts Payable	THE WINDOOR SHOP	$5,678.89		
100682	12/16/2021	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$194.00		
100683	12/16/2021	Open			Accounts Payable	VALENZUELA, LEANDRO	$300.00		
100684	12/16/2021	Open			Accounts Payable	VALENZUELA, SERGIO	$65.00		
100685	12/16/2021	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,475.00		
100686	12/16/2021	Open			Accounts Payable	ZATARAIN, EDUARDO	$150.00		
100687	12/16/2021	Open			Accounts Payable	HIGHERGROUND, INC.	$3,261.28		
100688	12/16/2021	Open			Accounts Payable	CAT5 COMMERCE LLC	$180.00		
100689	12/16/2021	Open			Accounts Payable	ARIZONA SUPREME COURT	$145.00		
100690	12/16/2021	Open			Accounts Payable	AMAZON WEB SERVICES INC	$1.86		
100691	12/16/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$62.30		
100692	12/16/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$70.00		

City of San Luis

Payment Register

From Payment Date: 12/13/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					74 Transactions		$203,162.42		
EFT									
675	12/16/2021	Open			Accounts Payable	ALSCO, INC	$3,538.92		
676	12/16/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$242.54		
677	12/16/2021	Open			Accounts Payable	AMBERLY'S PLACE	$3,544.19		
678	12/16/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$10,716.25		
679	12/16/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$169.68		
680	12/16/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$84.02		
681	12/16/2021	Open			Accounts Payable	BORDER GYM	$198.00		
682	12/16/2021	Open			Accounts Payable	CDWG	$458.66		
683	12/16/2021	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	$346.92		
684	12/16/2021	Open			Accounts Payable	CSC OF YUMA	$737.55		
685	12/16/2021	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$2,962.39		
686	12/16/2021	Open			Accounts Payable	DESERT WATER STORE INC	$129.67		
687	12/16/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$335.00		
688	12/16/2021	Open			Accounts Payable	FRUTH GROUP INC	$2,040.71		
689	12/16/2021	Open			Accounts Payable	MAGU ENTERPRISE	$3,200.00		
690	12/16/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$2,400.00		
691	12/16/2021	Open			Accounts Payable	POLAR ICE LLC	$188.21		
692	12/16/2021	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	$13,682.50		
693	12/16/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$29.61		
694	12/16/2021	Open			Accounts Payable	RM GRAPHICS	$481.26		
695	12/16/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$460.00		
696	12/16/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	$1,520.00		
697	12/16/2021	Open			Accounts Payable	SPECTRUM BUSINESS	$350.46		
698	12/16/2021	Open			Accounts Payable	TRUCKPRO, LLC	$30.40		
699	12/16/2021	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$132.00		
700	12/16/2021	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	$5,234.46		

City of San Luis

Payment Register

From Payment Date: 12/13/2021 - To Payment Date: 12/16/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
701	12/16/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$549.86		
Type EFT Totals:					27 Transactions		$53,763.26		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$203,030.12	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$132.30	$0.00
	Stopped	0	$0.00	$0.00
	Total	74	$203,162.42	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	27	$53,763.26	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	27	$53,763.26	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$256,793.38	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$132.30	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$256,925.68	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**73**	**$203,030.12**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$132.30**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**74**	**$203,162.42**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**27**	**$53,763.26**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**27**	**$53,763.26**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**100**	**$256,793.38**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$132.30**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**101**	**$256,925.68**	**$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: 2021.12.16 12:30:04 -07'00'

Pay Day Register

Pay Date Range 12/04/21 - 12/17/21
Pay Batch 202126

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2021.12.21 11:38:42 -07'00'

PSPRS FIRE DB RATE - TIER 1b	1,379.36	11,839.97
PSPRS FIRE DB RATE - TIER 2	612.08	5,253.84
PSPRS FIRE DB RATE - TIER 3	4,110.92	41,357.25
PSPRS FIRE DC RATE - TIER 3	218.82	2,431.38
PSPRS FIRE DISABILITY RATE	21.40	2,431.38
PSPRS POLICE DB RATE - TIER	3,745.57	48,961.48
PSPRS POLICE DB RATE - TIER	2,332.22	20,019.01
PSPRS POLICE DB RATE - TIER 2	1,178.27	10,113.89
PSPRS POLICE DB RATE - TIER 3	3,216.93	32,363.44
STANDARD LIFE ADDTNL	1,094.18	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	538.10	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	666.12	.00
US & MEX HEALTH = C	5,693.60	.00
US & MEX HEALTH = FAMILY	7,403.16	.00
US & MEX HEALTH = SP	1,565.74	.00
VSP - VISION CHILDREN	220.66	.00
VSP - VISION FAMILY	376.42	.00
VSP - VISION SPOUSE	97.35	.00
Net	$375,773.27	

BUILDING- NOC OPER BY	1,216.12	33,594.24
BUS COMPANY AND DRIVERS	184.42	3,340.85
CLERICAL OFFICE/ LIBRARY/	287.31	119,720.39
Electrician	60.29	1,920.00
FIREFIGHTERS & DRIVERS	5,865.25	123,478.99
GARBAGE/ ASH/ REFUSE	371.30	5,940.80
Homemaker Service	20.50	895.26
MUNICIPAL/ TOWN/	100.76	5,758.07
PARKS- NOC ALL EMPLOYEES	763.84	24,640.18
POLICE OFFICERS	5,572.18	117,309.86
RECREATION- ALL EMPLOYEES/	242.38	17,692.24
SEWAGE DISPOSAL/ PLANT	704.96	20,492.93
Street or Road Construction	1,933.04	21,891.70
WATERWORKS OPERATIONS	584.96	16,857.05
Total	$18,319.46	

Direct Deposits	Amount
1st Bank Yuma	29,947.63
ACADEMY BANK	2,443.74
Bank of America	200.00
Bankcorp	300.00
Charles Sch	200.00
Chase Bank	176,143.07
chase centro	1,150.17
Federal Credit Union	41,058.05
FF CREDIT UNION	2,049.87
FIREFIGHTER FIRST CREDIT UNION	8,179.44
MIT FEDERAL CREDIT UNION	401.11
National Bank	3,367.87
Navy Federal	22,185.94
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	727.95
Sunbank	1,510.65
THE FOOTHILLS BANK	913.39
USAA FEDERAL SAVING	1,030.49
VANTAGE WEST	1,510.05
WASHINGTON FEDERAL	1,994.16
Wells Fargo	78,759.59
WELLS FARGO CALE	1,094.51
Total	$375,287.68

Check $485.59

Schedule B

City of San Luis

Payment Register

From Payment Date: 12/20/2021 - To Payment Date: 12/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
100693	12/21/2021	Open			Accounts Payable	RAMIREZ, FELIPE	$238.00		
100694	12/21/2021	Open			Accounts Payable	RAMIREZ, TERESITA, D	$340.00		
100695	12/21/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
100696	12/21/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
100697	12/21/2021	Open			Accounts Payable	FOP/ALC	$375.00		
100698	12/21/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
100699	12/21/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$345.00		
100700	12/21/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,099.56		
100701	12/21/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
100702	12/21/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
100703	12/21/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,110.00		
100704	12/22/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$75.00		
100705	12/22/2021	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	$121.50		
100706	12/22/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$1,001.25		
100707	12/22/2021	Open			Accounts Payable	BOBADILLA, YADIRA	$295.00		
100708	12/22/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$466.38		
100709	12/22/2021	Open			Accounts Payable	CENTURYLINK	$339.52		
100710	12/22/2021	Open			Accounts Payable	CENTURYLINK	$190.65		
100711	12/22/2021	Open			Accounts Payable	CENTURYLINK	$72.14		
100712	12/22/2021	Open			Accounts Payable	CENTURYLINK	$57.42		
100713	12/22/2021	Open			Accounts Payable	CENTURYLINK	$35.10		
100714	12/22/2021	Open			Accounts Payable	CENTURYLINK	$109.89		
100715	12/22/2021	Open			Accounts Payable	CENTURYLINK	$152.46		
100716	12/22/2021	Open			Accounts Payable	CENTURYLINK	$39.76		
100717	12/22/2021	Open			Accounts Payable	CENTURYLINK	$71.32		
100718	12/22/2021	Open			Accounts Payable	CENTURYLINK	$390.75		
100719	12/22/2021	Open			Accounts Payable	CENTURYLINK	$35.10		
100720	12/22/2021	Open			Accounts Payable	CENTURYLINK	$60.12		
100721	12/22/2021	Open			Accounts Payable	CENTURYLINK	$800.07		
100722	12/22/2021	Open			Accounts Payable	CENTURYLINK	$146.90		
100723	12/22/2021	Open			Accounts Payable	CENTURYLINK	$54.49		
100724	12/22/2021	Open			Accounts Payable	CENTURYLINK	$800.07		
100725	12/22/2021	Open			Accounts Payable	CENTURYLINK	$149.02		
100726	12/22/2021	Open			Accounts Payable	CENTURYLINK	$800.07		
100727	12/22/2021	Open			Accounts Payable	CENTURYLINK	$36.07		
100728	12/22/2021	Open			Accounts Payable	CENTURYLINK	$57.42		
100729	12/22/2021	Open			Accounts Payable	CENTURYLINK	$57.42		
100730	12/22/2021	Open			Accounts Payable	CENTURYLINK	$94.53		
100731	12/22/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$692.39		
100732	12/22/2021	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	$323.16		
100733	12/22/2021	Open			Accounts Payable	JC WELDING, LLC	$420.00		

Schedule C

City of San Luis

Payment Register

From Payment Date: 12/20/2021 - To Payment Date: 12/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
100734	12/22/2021	Open			Accounts Payable	JCG TECHNOLOGIES INC.	$525.00		
100735	12/22/2021	Open			Accounts Payable	LOOMIS	$719.07		
100736	12/22/2021	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$360.00		
100737	12/22/2021	Open			Accounts Payable	MACUIL, KAY	$505.00		
100738	12/22/2021	Open			Accounts Payable	MENDOZA, JUAN MANUEL	$210.00		
100739	12/22/2021	Open			Accounts Payable	MONTANO, MAURICIO	$150.00		
100740	12/22/2021	Open			Accounts Payable	MUELA, CARLOS	$300.00		
100741	12/22/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$147.16		
100742	12/22/2021	Open			Accounts Payable	OFFICE DEPOT	$2,175.49		
100743	12/22/2021	Open			Accounts Payable	PETTY CASH/JOSUE ARANDA	$100.00		
100744	12/22/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$350.00		
100745	12/22/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$21,711.94		
100746	12/22/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$227.43		
100747	12/22/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$18,312.71		
100748	12/22/2021	Open			Accounts Payable	STATE BAR OF ARIZONA	$340.00		
100749	12/22/2021	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	$3,200.00		
100750	12/22/2021	Open			Accounts Payable	TORRES, CRISTIAN	$750.00		
100751	12/22/2021	Open			Accounts Payable	US POST MASTER	$1,729.09		
100752	12/22/2021	Open			Accounts Payable	VALLE, JESUS	$2,181.60		
100753	12/22/2021	Open			Accounts Payable	W.W.GRAINGER, INC	$57.06		
100754	12/22/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$679.31		
100755	12/22/2021	Open			Accounts Payable	YUMA FIRE EXTINGUISHER CO.	$580.00		
100756	12/22/2021	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	$421.00		
Type Check Totals:					64 Transactions		$69,639.79		
EFT									
706	12/22/2021	Open			Accounts Payable	ALSCO, INC	$298.69		
707	12/22/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$512.70		
708	12/22/2021	Open			Accounts Payable	BOTACH INC	$1,244.00		
709	12/22/2021	Open			Accounts Payable	CDWG	$134.72		
710	12/22/2021	Open			Accounts Payable	DESERT WATER STORE INC	$43.17		
711	12/22/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$158.48		
712	12/22/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$3,507.02		
713	12/22/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$1,360.00		
714	12/22/2021	Open			Accounts Payable	MAGU ENTERPRISE	$1,550.00		
715	12/22/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$1,118.67		
716	12/22/2021	Open			Accounts Payable	POLAR ICE LLC	$316.08		
717	12/22/2021	Open			Accounts Payable	ROACH PEST CONTROL	$800.00		
718	12/22/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,426.33		
719	12/22/2021	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$1,325.00		
720	12/22/2021	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$797.62		
721	12/22/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$364.26		
Type EFT Totals:					16 Transactions		$14,956.74		

1BYPAYABLE - 1st BY Accounts Payable Totals

City of San Luis

Payment Register

From Payment Date: 12/20/2021 - To Payment Date: 12/22/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount		Reconciled Amount	
					Open	64	$69,639.79		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	64	$69,639.79		$0.00	
				EFTs	Status	Count	Transaction Amount		Reconciled Amount	
					Open	16	$14,956.74		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	16	$14,956.74		$0.00	
				All	Status	Count	Transaction Amount		Reconciled Amount	
					Open	80	$84,596.53		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	80	$84,596.53		$0.00	
Grand Totals:										
				Checks	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**	
					Open	**64**	**$69,639.79**		**$0.00**	
					Reconciled	**0**	**$0.00**		**$0.00**	
					Voided	**0**	**$0.00**		**$0.00**	
					Stopped	**0**	**$0.00**		**$0.00**	
					Total	**64**	**$69,639.79**		**$0.00**	
				EFTs	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**	
					Open	**16**	**$14,956.74**		**$0.00**	
					Reconciled	**0**	**$0.00**		**$0.00**	
					Voided	**0**	**$0.00**		**$0.00**	
					Total	**16**	**$14,956.74**		**$0.00**	
				All	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**	
					Open	**80**	**$84,596.53**		**$0.00**	
					Reconciled	**0**	**$0.00**		**$0.00**	
					Voided	**0**	**$0.00**		**$0.00**	
					Stopped	**0**	**$0.00**		**$0.00**	
					Total	**80**	**$84,596.53**		**$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: 2021.12.22 16:49:07 -07'00'

City of San Luis

Payment Register

From Payment Date: 12/27/2021 - To Payment Date: 12/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
100757	12/29/2021	Open			Utility Management Refund	ANDRADE, CECILIA & JOSE FLORES	$192.80		
100758	12/29/2021	Open			Utility Management Refund	BARRAZA, ANA M & SUSANA GALLARDO	$139.83		
100759	12/29/2021	Open			Utility Management Refund	DELGADILLO, LILIANA & JORGE	$130.16		
100760	12/29/2021	Open			Utility Management Refund	GONZALEZ, JOSHUA	$227.39		
100761	12/29/2021	Open			Utility Management Refund	GUZMAN GARCIA, OLGA	$78.32		
100762	12/29/2021	Open			Utility Management Refund	MORALES, MARIO & MARIA D BARRAZA	$208.35		
100763	12/29/2021	Open			Utility Management Refund	PADILLA, MARIA	$200.34		
100764	12/29/2021	Open			Utility Management Refund	RUMALDO, ROBLES	$70.23		
100765	12/29/2021	Open			Accounts Payable	ALVARADO, ANNA	$20.00		
100766	12/29/2021	Open			Accounts Payable	BIOLOGICAL SOLUTIONS LLC	$1,137.00		
100767	12/29/2021	Open			Accounts Payable	CITY OF SOMERTON	$2,761.20		
100768	12/29/2021	Open			Accounts Payable	D & H ELECTRIC INC.	$625.00		
100769	12/29/2021	Open			Accounts Payable	DOI/BLM	$4,415.47		
100770	12/29/2021	Open			Accounts Payable	DUENAS, YOLANDA	$150.00		
100771	12/29/2021	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$1,005.91		
100772	12/29/2021	Open			Accounts Payable	GREEN TECH PLUMBING	$2,100.00		
100773	12/29/2021	Open			Accounts Payable	INTERNATIONAL FESTIVALS & EVENTS ASSOC	$630.00		
100774	12/29/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	$6,331.60		
100775	12/29/2021	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	$96.21		
100776	12/29/2021	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$899.70		
100777	12/29/2021	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	$15,742.87		
100778	12/29/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$9,505.92		
100779	12/29/2021	Open			Accounts Payable	SUN GRAPHICS	$407.28		
100780	12/29/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$352.44		
100781	12/29/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$173.09		
100782	12/29/2021	Open			Accounts Payable	CLEARGOV INC	$12,857.74		
Type Check Totals:					26 Transactions		$60,458.85		
EFT									
723	12/29/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$1,360.00		
724	12/29/2021	Open			Accounts Payable	KTL&C, LLC.	$417.51		
725	12/29/2021	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	$3,157.05		

Schedule D

City of San Luis

Payment Register

From Payment Date: 12/27/2021 - To Payment Date: 12/29/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
726	12/29/2021	Open			Accounts Payable	RM GRAPHICS	$52.50		
Type EFT Totals:					4 Transactions		$4,987.06		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$60,458.85	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	26	$60,458.85	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	$4,987.06	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	4	$4,987.06	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	$65,445.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	30	$65,445.91	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**26**	**$60,458.85**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**26**	**$60,458.85**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**4**	**$4,987.06**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**4**	**$4,987.06**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**30**	**$65,445.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**30**	**$65,445.91**	**$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: 2021.12.29 17:00:31 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. C.**

Meeting Date: 01/12/2022

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

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

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2022-01. An order of the Mayor and City Council of the City of San Luis, Arizona adopting uses for the American Rescue Plan Act fund allocation to the City of San Luis. **(Lizandro Galaviz, City Manager)**

SUMMARY:

The City Council has considered and discussed the options for the uses of the American Rescue Plan Act fund allocation to the City of San Luis at the November 10, 2021, and January 5, 2022, open meetings. Order 2022-01 and its exhibit reflects the City Councils direction to staff for the use of the funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER 2022-01.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal Funds
TOTAL:	$11,616,161.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Multiple Departmental Accounts

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

American Rescue Plan Act fund allocation to the City of San Luis is $11,616,161.00. The projects listed will use this federal grant money.

Attachments

Order No. 2022-01 List of ARPA Projects

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2022-01

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING THE USES FOR THE AMERICAN RESCUE PLAN ACT FUND ALLOCATION TO THE CITY OF SAN LUIS.

BE IT SO ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. City officers and employees are authorized and directed to perform all acts necessary or desirable to use the American Rescue Plan Act fund allocation to the City of San Luis, Arizona, in the amounts and for the purposes listed in Exhibit A, which is incorporated into this Order by this reference.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of January 2022

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Exhibit A

ARPA - LIST OF PROJECTS

Project	Benefit of Project Proposed	Expected cost
Revenue Loss		
Miscellaneous Projects		
Communications tower and equipment Police Station	Police infrastructure	$ 45,000
Security wall and gate around parking lot	It will provide staff and vehicle equipment Security	$ 180,000
Splunk system logs/reporting software	Cybersecurity to monitor the system we have	$ 13,091
Fiber optic Youth Center	Improve connectivity	$ 40,000
IT Network equipment, Ave F	To provide data/ voice / cybersecurity to PD/ FD substations	$ 40,000
Fiber optic construction for east side	Will be needed for facilities on the east side of San Luis	$ 75,000
Fire Station #2	Provide better response times to residents from SLAZ	$ 107,000
Fire Gear for personnel	Would reduce the carcinogenic exposure to our personnel	$ 225,000
SCBA	The SCBA's that we have need to be replaced.	$ 275,000
Remodel restrooms (men/women) at Fernando Padilla Community Center		$ 7,000
Paint exterior of Fernando Padilla building	Improve City's building appearance	$ 3,780
Cameras (local parks)	Provide security to our residents,and deter vandalism.	$ 27,000

ARPA - LIST OF PROJECTS

Project	Benefit of Project Proposed	Expected cost	
	Total Miscellaneous Projects - Revenue Loss	**$**	**1,037,871**
STREETS PROJECTS			
Co. 24th Street -Avenue H to Avenue F-1/2 Roadway project (between 10th Avenue and Avenue F ½)	Funding would help cover the funds not available at YMPO for project completion and City committed to provide.	$	922,279
East San Luis Community Park - Perimeter Street Improvements 24th	Park, PD and Fire Substation Development. Provide access to these locations	$	205,639
7th Avenue connection to Cesar Chavez BLVD	Making a full street connection to Cesar Chavez Blvd from residential area	$	56,750
5th Avenue connection to Cesar Chavez BLVD	Making a full street connection to Cesar Chavez Blvd from residential area	$	95,017
County 22nd street lights(4th Ave-Sidewinder Road	Adding street lights (new fixture on existing pole)	$	39,990
County 22nd and Sidewinder Road intersection improvements (through lanes and turn lanes)	Adding turn lanes to intersection. It improves traffic flow.	$	171,212
East San Luis Community Park - Perimeter Street Improvements 19th Ave	Park, PD and Fire Substation Development. Provide access to these locations	$	140,558
East San Luis Community Park - Perimeter street improvements 20th Ave	Park, PD and Fire Substation development. Provide access to these locations	$	160,619

ARPA - LIST OF PROJECTS

Project	Benefit of Project Proposed		Expected cost
East San Luis Community Park - Perimeter street improvements San Antonio Street	Park, PD and Fire substation development. Provide access to these locations	$	117,065
	Total Streets	**$**	**1,909,129**
	TOTAL REVENUE LOSS CATEGORY	**$**	**2,947,000**

ARPA - LIST OF PROJECTS

Project	Benefit of Project Proposed	Expected cost
Water Infrastructure.		
Water Infrastructure.	Support future growth	$ 4,703,161
Communications Tower and Equipment West	Wastewater infrastructure	$ 45,000
Communications Tower and Equipment East	Wastewater infrastructure	$ 45,000
	TOTAL Water Infrastructure	**$ 4,793,161**
Broadband project		
Broadband project	Provide broadband to underserved communities	$ 2,900,000
	Total Broadband	**$ 2,900,000**
Address Negative Economic impact to Community		
ED Grant Program	Businesses	$ 200,000
Utilities Assistance	Assistance to customers financially impacted by Covid-19.	$ 50,000
Support to Court	Improve back log in court	$ 40,000
Support to Prosecution	Improve back log in prosecution	$ 40,000
	Total address negative COVID impact	**$ 330,000**
Premium Pay		$ 645,000
	Total Premium Pay	**$ 645,000**

ARPA - LIST OF PROJECTS

Project	Benefit of Project Proposed	Expected cost
	TOTAL WATER INFRASTRUCTURE, BROADBAND, PREMIUM PAY, ADDRESS COVID IMPACT IN ECONOMY	$ 8,668,161
	TOTAL ARPA GRANT	$ 11,615,161

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 01/12/2022

Department Head: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement between the City of San Luis, Arizona and Allkiosk LLC, to provide the processing of utility payments through a kiosk setup outside City Hall. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

The Billing and Collections division has been looking for options to enhance the services that we provide to the residents of San Luis. During these times of COVID-19 pandemic, this kiosk will facilitate services that previously required interaction between public servants and customers such as a utility cash payment.

The intent is for the Kiosk to be available for payments 24/7, year round. The Kiosk will have cash and Credit/Debit card payment options and will include both English and Spanish options.

Staff is recommending adding a single kiosk either outside of City Hall or within the PD lobby. A second kiosk will be an option at east San Luis PD/FD substations when they are completed.

Allkiosk LLC will be responsible for furnishing the kiosk equipment and supplies needed for O&M at no cost to the City of San Luis. The City will only be responsible for a per-transaction fee of $1.50 for cash transactions or 1.5% for card payments. Transaction fees can either be absorbed by the City or be passed on to the customers on each transaction.

Billing & Collections division is asking the Mayor and City Council for the approval of this agreement, in which the city would piggyback on a contract that the City of Mesa has in place with Allkiosk LLC, Contract No. 2019149. The City of Mesa completed the full request for proposals (RFP) and awarded the contract to Allkiosk LLC, in 2019. This allows for the cooperative use of the contract and compliance with State cooperative purchasing.

This request also complies with the San Luis City Code Purchasing Section, 3.05.090 Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH ALLKIOSK, LLC AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$3,750
BUDGETED AMOUNT:	$0
AVAILABLE AMOUNT TO TRANSFER:	$5,400
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services / 100-750-80000 / $53,400

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

Fiscal impact will be based on a per-transaction fee of $1.50 for cash transactions and $1.50 plus 1.25% for credit/debit card transactions. The City may elect to pass the transaction fees to the customer which will result in a $0 direct cost to the city. Other indirect costs may apply such as electricity for the kiosk.

Attachments

Allkiosk and San Luis Proposed Agreement

City of Mesa Agreement with Allkiosk LLC

Kiosk Sample

LINKING AGREEMENT
BETWEEN
THE CITY OF SAN LUIS, ARIZONA
AND
AllKiosk LLC

THIS LINKING AGREEMENT is entered into as of this day of , 2021, between the City of San Luis, an Arizona municipal corporation ("City"), and AllKiosk LLC, a(n) Arizona company authorized to do business in Arizona ("Contractor"), individually, "Party", collectively, the "Parties."

RECITALS

A. On the 15TH day of June 2019, pursuant to SOLICITATION NUMBER 2019149 PAYMENT KIOSK SERVICES/ALTERNATE PAYMENT SOLUTION, the CITY OF MESA entered a contract with Contractor to purchase the goods and services described in the CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION 2019149 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. Pursuant to Exhibit C, Section 38, of the Cooperative Purchasing Agreement, cooperative use by other governmental agencies, including City, is permitted. Both City and City of Mesa are members of the Strategic Alliance for Volume Expenditures ("S.A.V.E.").

B. Title 3, Section 3.05.090 of the San Luis City Code permits City to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of City would be served.

C. City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

Term of Agreement. City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 15, 2019 until the date the contract expires on June 14, 2022, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Initial Term of this Linking Agreement, therefore, is the period from the Effective Date of this Linking Agreement until June 14, 2022, the expiration date of the Cooperative Purchasing Agreement. City may renew this Linking Agreement for one (1) year ("Renewal Term"), if the Cooperative Purchasing Agreement is renewed pursuant to its terms

and conditions. The Renewal Term is not automatic and shall only occur if City gives Contractor notice of its intent to renew no later than June 14, 2022. No Renewal Term shall occur unless the Cooperative Purchasing Agreement is renewed

1. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Linking Agreement, unless otherwise stated within or modified by this Linking Agreement.

   C. Contractor will procure additional receipt paper for its kiosks as necessary and ship the paper to City, all at Contractor's sole cost and expense, and City will install the paper in the kiosks.

2. Compensation.

   A. City shall pay Contractor compensation at the rate and on the schedule provided in Exhibit C.

3. Cancellation. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511. Likewise, Contractor may cancel this Agreement with written notice to City at its discretion, or as mutually agreed upon.

4. Non-discrimination. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability and shall comply with all applicable laws protecting against discrimination. Contractor shall require any subcontractor to be bound by the same requirements as stated within this Section. Contractor, on behalf of itself and any subcontractors, warrants compliance with this section.

5. Insurance Certificate. A certificate of insurance applying to this Linking Agreement must be provided to the City prior to the Effective Date. The Certificate of Insurance shall include:

   A. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

   B. Commercial General Liability insurance. The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability.

6. E-verify. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all immigration laws and regulations that relate to their employees and compliance with the E-verify requirements of A.R.S. § 23-214. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Linking Agreement. Both Parties retain the legal right to inspect the papers of the other Party's employees, contractors, and/or subcontractors providing services pursuant to this Linking Agreement in order to ensure compliance with this Section. Both Parties agree to assist with such inspections conducted by the other Party. Either Party may conduct, at its sole discretion, random verification of the employment records of the other Party, its employees, contractors and/or subcontractors to ensure compliance with this Section. Neither Party shall be deemed in material breach of this Linking Agreement if it is established the Party, employee, contractor and/or subcontractor has complied with the employment verification provisions in Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-verify requirements of A.R.S. § 23-214.

7. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Sup.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and City will take no action to enforce it.

8. Attestation of PCI Compliance. When applicable, Contractor will provide City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. Severability. The Parties agree that should any part of this Linking Agreement be held to be invalid by a court of law, the remainder of the Linking Agreement shall remain in full force and effect.

10. Governing Law. The Parties shall comply with all federal, state, and local laws, rules and regulations, Executive Orders, and court opinions without limitation to those expressly referenced in this Linking Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Linking Agreement, and any disputes hereunder. In the event of a dispute arising out of or relating to this Linking Agreement, the Parties agree the proper venue is Yuma County, Arizona.

11. Notices. Any notices that must be provided under this Linking Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of San Luis
c/o Monica Castro, Director of Finance
1090 E Union St
PO Box 7740
San Luis, AZ 85349

ALLKIOSK LLC
c/o George Graves, Chief Technical
Officer 4738 E. Ingram St. Mesa, AZ,
85205

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth above.

"City"

City of San Luis, an Arizona
Municipal Corporation

By: _____
Name: Lizandro Galaviz
Title: City Manager

"Contractor"

AllKiosk, LLC,
an Arizona Company

By: _____
Name: George Graves
Title: Chief Technical Officer

ATTEST:

_____
Sonia Cornelio (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil
City Attorney

EXHIBIT A

CITY OF MESA AGREEMENT NUMBER 2019149

PAYMENT KIOSK SERVICES/ALTERNATE PAYMENT SOLUTION

EXHIBIT B

Scope of Work

Exhibit A of the Cooperative Purchasing Agreement is incorporated herein and adopted as the Scope of Work to be performed pursuant to this Linking Agreement. Contractor shall provide the necessary staff, services, and associated resources to provide City with the services, materials, and obligations included in and required by the Scope of Work. Contractor shall be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated within the Scope of Work. Contractor shall supply all equipment and instrumentalities necessary to perform the Scope of Work. City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Agreement, Contractor agrees to furnish PAYMENT KIOSK SERVICES to the City of San Luis at the price(s) stated below.

NOT TO EXCEED AMOUNT

The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed a total of Sixty-Six Thousand Dollars ($66,000) (or Thirty-Three Thousand Dollars ($33,000) annually) for the entire term of the Agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

1. Initial set up costs (if any) none
2. Annual Fees (If any) none
3. Per transaction fee to CITY customer estimated 1,500 transactions / per month (based on goal of converting approx. 1/3 walk-in customers) Unit Price $1.50 x 1,500 = Total Price $2,250.
4. Invoice will be issued monthly based on the total number of transactions from the previous month, with a minimum number of transactions being 500 per month.
5. Credit and debit card transactions will have a flat fee of 1.5%.
6. ACH transfer is performed daily or schedule as requested by the customer. An ACH fee of $3 per transfer is applied.

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2019149
PAYMENT KIOSK SERVICES / ALTERNATIVE PAYMENT SOLUTION

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Kristy Garcia, CPPO, CPPB Senior Procurement Officer
E-Mail	Kristy.Garcia@MesaAZ.gov
Telephone	(480) 644-5052
Facsimile	(480) 644-2655

With a copy to: City of Mesa – Business Services, Revenue Collection Operations
Attn: Tim Meyer, Business License & Revenue Collection Administrator
P.O. Box 1466
Mesa, AZ 85211-1466
Tim.Meyer@MesaAZ.gov

AND

ALLKIOSK LLC, ("Contractor")

Mailing Address	4738 E. Ingram St.
	Mesa, AZ 85205
Remit to Address	4738 E. Ingram St.
	Mesa, AZ 85205
Attention	George Graves, Chief Technical Officer
E-Mail	George.Graves@AllKiosk.com
Telephone	(602) 361-4200
Facsimile	(480) 222-6808

City OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 15th day of June 2019, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and AllKiosk LLC, an Arizona company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2019149** ("Solicitation") for **PAYMENT KIOSK SERVICES / ALTERNATIVE PAYMENT SOLUTION**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **June 15, 2019** and ending on **June 14, 2022**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

   a. Agreement
   b. Exhibits
      1. Mesa Standard Terms & Conditions
      2. Scope of Work
      3. Other Exhibits not listed above
   c. Solicitation including any addenda
   d. Contractor Response

5. **Payment.**

   5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

   5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

   The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

   5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

   During the sixty (60) day period prior to Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

   5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the

Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes
j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s).

Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

6.9.4 Financial Institution Coverage: Contractor shall maintain Financial Institution Coverage, including but not limited to, Bankers Errors and Omissions, Computer Crime, Employee Dishonesty, and Theft, Robbery and Burglary On and Off Premises coverage, naming the City as Additional Insured and Loss Payee as applies to subject banking services. Coverage shall be in the amount not less than the highest amount of total exposed dollars at any one time. Contractor shall submit, within ten (10) days of award, Certificate of Insurance or other evidence to Contract Administrator verifying such coverage requirements and containing a 30-day unequivocal advance notice of policy cancellation and or material change in policy.

7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

   a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

   b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

   c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

   d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions. Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

ALLKIOSK LLC

By: _____

_____
Printed Name

_____
Title

_____
Date

REVIEWED BY:

By: _____
Kristy Garcia, CPPO, CPPB
Senior Procurement Officer

EXHIBIT A
SCOPE OF WORK

1. **INTENT:** Contractor shall provide for a payment kiosk service for customers in order to provide City of Mesa (City) utility customers another option for paying their monthly utility bills. Kiosks will be located on the exterior of the downtown office and at off-site locations, with 24/7 access.

2. **BACKGROUND / CURRENT ENVIRONMENT:** The City Customer Service Department handles approximately 10,000 walk-in customers per month, paying their utility bill. Currently, the Customer Service Department is open for walk-in customers between the hours of 7:00 am to 6:00 pm, Monday through Thursday. In addition to the main office located at 55 N. Center, there is a satellite office located in East Mesa. Payments are also accepted using credit/debit card via the internet and by call in. Historically, the majority of these customers pay in cash. The Customer Service Department's goal is to reduce the number of walk-in customers by converting approximately 1/3 of these walk-in customers to the Payment Kiosk usage, while offering them a more convenient, 24/7 option of paying their bill.

3. **MINIMUM REQUIREMENTS:** Contractor shall supply and maintain payment kiosks or an alternate payment option to accept City of Mesa utility payments onsite and offsite of the main downtown office. The payment kiosks will be strategically located for access by Customer Service Department customers to provide an alternative to the centralized payment location now available, as well as availability outside normal City business hours.

   a. Contractor shall supply, at no cost to the City, all necessary hardware, software, consumables, physical security, data security, electronic connections, permits, licenses, communication and compatibility with City's systems and system interfaces to establish and fully implement payment kiosk services. Contractor is required to maintain upgrades to hardware/software in order to fully comply with all local, state, and federal compliance standards.

   b. Contractor shall ensure that the proposed solution shall work within, or integrate with, the City's existing computing environment.

   c. Contractor must ensure payment kiosk locations are safe, clean, well-illuminated, and meet all requirements of the Americans with Disabilities Act (ADA) requirements. In addition, payment kiosks must be able to implement any future requirements proposed by legislation with regards to changes in the ADA.

   d. Payment kiosks must be able to accept cash, and should be able to accept credit cards, debit cards for payment to City customer accounts, at the City's discretion. If payment kiosks are able to accept other forms of payment, e.g. money orders, cashier's checks, etc. include this information with your response. Please note that the City will not accept coin payments.

   e. Contractor shall ensure payment kiosk screens are "user friendly". Payment kiosks must display signage, in both English and Spanish, indicating acceptance of City utility payments at that location. All Kiosk screens and signage must be prior approved by City staff. Screens shall appear in the English language, with an option to view the same screens in Spanish. Contractor must address this concern and may provide a listing of any additional languages that may be available.

   f. Payment kiosks should have the ability to scan the bar code from City customers' utility billing statement. In addition, City customer must be able to manually input account information via keypad.

   g. Payment kiosks must have the ability to provide City customers with a paper receipt reflecting, at minimum, the account number, payment amount, date and time paid, transaction ID, form of payment, and City identifying information.

   h. Contractor may collect a reasonable fixed fee from City customers to cover the costs associated with accepting and processing payments. This fee may not increase without prior consent, in writing, from the City. Transaction fee is to be clearly posted, and City customer must be required to accept or decline such transaction fee prior to any payment being

processed.

i. The City expects that payments will be transmitted to City's financial institution via Automated Clearing House (ACH) or wire transfer on a daily basis in accordance with City requirements. In addition, the City expects Contractor to guarantee accuracy and integrity of such transmissions. The City expects all payments to be transmitted electronically to City's financial institution within twenty-four (24) hours of a transaction.

j. Contractor must include average transmission time frame, as well as describe the measures in place to assure all payments are transmitted to City within the specified time. Contractor should specify normal transaction posting response times.

4. **IMPLEMENTATION TIMELINE:** The City desires to have all payment kiosk services in-place and fully functional within ninety (90) calendar days after contract effective date.

a. Contractor must provide a detailed timeline for implementing payment kiosk service solution, from beginning to pilot program to complete roll-out, as part of their offer. Timeline must address procedures throughout the project for tracking and reporting progress. The City reserves the right to negotiate a different schedule if deemed necessary.

b. Contractor must provide project management resources leading to the successful implementation of the solution. Provider's project manager may hold a dual role on the project team but should have specific skill and experience as a project manager. This project manager will work as a team member with the City's Project team. It is expected that this project manager will be "on the ground" in the City as needed to team with the City.

5. **FUNCTIONALITY:**

a. Payment kiosk screens must be easy for City customers to understand and easy to navigate.

b. Payment kiosks must integrate with City's internal financial network as well as any other system deemed necessary by City staff.

c. Payment kiosks must integrate with the City's Customer Service utility billing application system. Contractor must (shall) be able to interface with a City Application Program Interface (API) through a Contractor delivered API. This interface shall request customer account (balance and address) information. This will afford real-time transfer of data.

6. **REPORTING / AUDITING / SECURITY:** Contractor will be required to satisfactorily provide the materials and services herein, as well as any other services deemed reasonably necessary to successfully implement the payment kiosk services requested.

a. Contractor shall be expected to comply with all local, state, and federal laws to insure that all information supplied by City and/or City customers is gathered, maintained, and protected in a secure manner to protect consumer data privacy and all related financial transactions. Contractor agrees to not disclose said information to 3rd parties without the prior written consent of the City and/or City customers. These laws shall include, but not be limited to applicable laws including Red Flags Rules and agrees to not store City customer information or share with 3rd Parties outside of the transaction. In addition, Contractor must address what information, both from City and from the City customer, is retained, for how long, and how Contractor will ensure City and City customer data privacy.

b. Contractor shall certify that its offer meets all Payment Card Industry (PCI) Data Security Standards (DSS) compliance, as applicable. Contractor shall certify annually that they are PCI DSS compliant and provide certification documents to the City. Documents stored on behalf of the City may contain sensitive credit card data. Contractor acknowledges and accepts all responsibility for the security of all cardholder data in the Contractor's possession, in conformance with PCI DSS.

c. Payment kiosks must be monitored by Contractor with picture capture and/or visual recording in a method acceptable to City. City requires on-demand reproductions of any transactional periods as requested, delivered within twenty-four (24) hours of request. Contractor must

maintain records of all transactions for a minimum of thirty-six (36) months.

d. The City reserves the right to periodically audit Contractor's procedures, internal controls of financial systems, and examine any record or documentation related to all matters covered in this solicitation, to City's satisfaction. Contractor agrees to pay full cost of audit, should an outside auditor be engaged, and Contractor will agree to fully cooperate with any such audit findings.

e. Contractor should include detailed descriptions, with samples, of all standard reports available, including any ad hoc reporting capabilities. Reporting must support the production of system reports as well as have the ability to export data in a standard format for custom reporting through an electronic remote query.

f. Contractor must include electronic reporting capabilities of payments made via each payment kiosk to City. Contractor must include sample of such reporting as well as explain what the City's options are for receiving such report.

g. Contractor must include an explanation on the methods it intends to employ in order to comply with all city, state, and federal laws applicable to safe-guarding information supplied by the City and its customers.

h. Contractor acknowledges and agrees that all payments processed by a payment kiosk represent funds held by Contractor for and on behalf of the City, including providing armored carrier service. Contractor shall assume any loss to the City for funds received by Contractor from a City customer until all monies have been accounted for in the City's designated financial institution. Contractor shall guarantee payment to City, without the necessity of demand, of ALL funds collected by Contractor in the amount displayed on printed receipts and in reports generated by the payment kiosks on behalf of City customers, regardless of the possible counterfeit nature of monies accepted, embezzlement, theft, misdirected, lost or mishandled funds.

i. Contractor's payment kiosk services shall provide security controls and mechanisms to prevent unauthorized individuals from accessing, entering, or modifying system information. Contractor shall describe and identify system security components including, but not limited to, system controls, account management, system vulnerabilities, system authentication methods, system communication methods, encryption and tokenization methods, system auditing capabilities, remote access methods, backup methods, system architecture, physical operating system security, and, if applicable, web security components.

j. Contractor must provide City with a real-time method for City staff to verify details of payments made at payment kiosks. This includes, but may not be limited to, communicating transaction information through real-time or batch processing to City for posting to City customer's utility account either once daily or at specified intervals throughout the day as directed by City staff, remittance advice provided on a daily basis to City, and/or memo posting immediately of payment received. Information with regards to customer payments shall be transmitted to the City at intervals as directed by City staff.

k. Contractor must include a disaster recovery plan, detailing procedures relating to electronic payment data and files.

7. **MAINTENANCE / SUPPORT / TRAINING / TESTING:**

a. The City will endeavor to protect the payment kiosks from physical damage, graffiti and theft; however, Contractor shall be responsible for repairing physical damage, removing graffiti, and replacing due to theft. Contractor must detail what is available to ensure this protection is in place. Payment kiosks must be tamper resistant and constructed to withstand public usage in either an indoor or outdoor setting.

b. Contractor will be responsible for maintaining the operation and appearance of the payment kiosks as well as providing and stocking consumables as needed.

c. Contractor must give a toll-free number for City customers to call if they experience difficulty using the payment kiosk, payment is rejected, or correct receipt is not provided. The toll-free number must be staffed 24x7 and assistance must be available in both English and Spanish, at a minimum. Provider must detail what support is available to service the machines as well as answer City and customer questions.

d. Contractor must ensure payment kiosks are maintained in good working order and that necessary repairs, upgrades, and maintenance are completed in a prudent manner. Contractor must describe typical repair/maintenance and response and/or "downtimes" necessary to complete repairs/upgrades.

e. Contractor shall endeavor to complete repairs, upgrades, and maintenance within a forty-eight (48) hour period.

f. Contractor must have ability to research and resolve any errors regarding payment application within three (3) business days. Contractor must resolve all bill payment issues to the satisfaction of City.

g. Contractor should have ability to add/replace payment kiosks within ninety (90) days upon request from City.

h. Contractor must include all components and costs associated with all aspects of on-going product support and maintenance for the term of the Agreement.

i. Contractor must prepare and deliver training specific to the City, its business operations, and the proposed solution. The City expects training will focus on the various "users" expected to work with, rely upon, and support this solution, including, but not limited to system operations staff, remote users, and ITD administrative support. Please describe/provide:
    i. Provider's approach to training
    ii. A high-level training plan that explains the typical timing of training, the materials used, who delivers the training, who the target audience is for the proposed training, and the logistical requirements for the training.
    iii. User manuals and online help for use by the City as part of initial training and on-going operational support, and to provide technical documentation.

j. Contractor should describe the recommended approach for transitioning from User Acceptance Testing to Go Live, including a description of the approach used to resolve issues that are still open at the end of testing. Please also describe the solution backup and recovery solution that will be tested prior to Go Live. Provider should also describe its recommended approach to the following types of testing and the type of assistance it anticipates providing to the City related to this testing:
    i. Solution Testing
    ii. Integration Testing
    iii. Stress / Performance Testing
    iv. User Acceptance Testing (UAT)

8. **TURNKEY SOLUTION / JOINT VENTURES / SUBCONTRACTORS:** Contractor shall be responsible for costs for all design, information gathering, and required programming to achieve a successful implementation. No additional charges, other than those listed in the Agreement, shall be made. Prices offered will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup and training. All prices offered must include all software, hardware and services necessary to make the specified Solution **fully operational** and consistent with the intent, function, and purposes stated herein. Contractor will also be required to provide appropriate equipment specifications to which they will be held for overall Solution performance.

   Contractor may propose to provide some Solution components/services through one or more third parties. Regardless, the City will contract only with the single (primary) Offeror and will have no contractual relationship with any third party. Contractor will be fully responsible to the City for the performance of any/all third parties.

   If Contractors proposal includes goods/materials or services to be provided directly by one or more third parties, the Offeror must clearly identify all such third parties in its Proposal, and what each third party will provide. The City reserves the right to determine the acceptability of all proposed third parties.

EXHIBIT B
PRICING

Pursuant to all the contract specifications enumerated and described in this Agreement, Contractor agrees to furnish **PAYMENT KIOSK SERVICES** to the City of Mesa at the price(s) state below.

Item No.	Description	Unit Price	Quantity (Each per Year)	Total Price
1	Initial set up costs (if any)	none	1	none
2	Fee for Automated Clearing House transfer of funds - per transaction	$ 3.00	240	$ 720.00
3	Annual fees (if any)	none	1	none
		TOTAL PRICE		$ 720.00

Item No.	Description	Unit Price	Quantity (Each per Month)	Total Price
4	Per transaction fee to CITY customer estimated 3,333 transactions / per month (based on goal of converting approx. 1/3 walk-in customers)	$ 1.00	3333	$ 3,333.00
5	Any other fees City Customer would be responsible for:	none	1	none
		TOTAL PRICE		$ 3,333.00

There is no required minimum number of transactions.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq*.), and any other applicable non-discrimination laws and rules.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE City.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

    Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE City'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING City PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of **Contractor or its personnel.**

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a **part of this Agreement as if fully stated herein.**

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

BILL PAYMENT KIIOSK

CREDIT CARDS • CASH

SAN LUIS
ARIZONA

This kiosk does not return cash.
Any overpayment is applied to next month's bill.

Este quiosco no devuelve efectivo.
Cualquier pago en exceso se aplica a la factura del próximo mes.

WELCOME / BIENVENIDO
Please touch your selection:
Para comenzar marque la opción deseada:

ENGLISH

ESPAÑOL

RECEIPT

SCAN YOUR BILL HERE

INSERT CASH HERE

INSERT CASH HERE

CITY OF SAN LUIS, AZ

INC. 1979

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 01/12/2022

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding adopting a notice of intention to recuperate the city's costs through a special water connection surcharge on those connecting to the city-built water line on County 25th Street between Avenue E and Avenue D. **(Kay Marion Macuil, City Attorney and Eulogio Vera, Public Works Director)**

SUMMARY:

Developers usually provide infrastructure for their lands. However, in 2015, the City of San Luis built a waterline on County 25th Street between Avenue E and Avenue D. (Please see the fourth attachment for the map.) Arizona Revised Statute ("A.R.S.") Section 9-511.01 authorizes cities to recover their costs for water services by adding reasonable surcharges on the land benefited by a city-built water line. Under this law, the city must have a report supporting the charges and adopt and publish a “Notice of Intention” to impose a surcharge. This process was started on April 8, 2015, however, it appears that a public hearing was not held after the end of the statutory waiting period.

Professional Engineer James Davey studied the areas which are benefited by the waterline and prepared a report which supports a reasonable and equitable manner to charge the benefited lands as areas develop and begin connecting to the waterline. The report is the second attachment. Taking effect August 6, 2016, the Arizona Legislature amended A.R.S. Section 9-511.01(A)(1) to require a report or supporting data showing cash flow projections that indicate all anticipated revenues from residential and nonresidential customers and the overall expenses for providing water service. The cash flow information is included in the third attachment.

At this meeting, City Council is NOT voting on a surcharge. Council is only considering adopting the "Notice of Intention" (the first attachment) and setting a future public hearing as required by A.R.S. Section 9-511.01. The statute requires the public hearing to be held a minimum of 60 days after adoption of the notice of public hearing. March 23, 2022, is the earliest regular Council Meeting that would meet the 60-day waiting period.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT THE ATTACHED NOTICE OF INTENTION SETTING THE PUBLIC HEARING FOR MARCH 23, 2022, AND DIRECT STAFF TO PUBLISH THE NOTICE AS REQUIRED BY A.R.S. SECTION 9-511.01(A)(2).

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City

TOTAL:	$95.67
BUDGETED AMOUNT:	Not Budgeted (Zero in this GL Account)
AVAILABLE AMOUNT TO TRANSFER:	$1,500.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	GL 300-302-80020 - PW Water Division Legal Publications; $1,500.00

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

Budget Adjustment Form Attached for the Budget Transfer.

Attachments

Report by Engineer

Notice of Intention-English & Spanish

Map

Statutory Projection of Cash Flow

Co 25th Water Line - Vega & Vega

Co 25th Water Line - James Davey & Associates

Co 25th Water Line - Desert Excavating

James Davey and Associates
1025 W. 24th Street, Suite 2
Yuma, Arizona 85364
(928) 782-7926
Fax: (928) 782-7928
www.jda-civil.com

March 24, 2015

County 25th Street – Avenue E to Avenue D Water Line

The County 25th Street – Avenue E to Avenue D Water Line is a 12-inch diameter water line project currently under construction by the City of San Luis along County 25th Street from Avenue E, just north of the San Luis II Port of Entry, east to Avenue D, a length of approximately one mile. The water line connects to an existing 12" water line in Avenue E and will terminate at Avenue D where in the future it will be extended by future water line projects.

Typically the City of San Luis does not directly fund and construct water line infrastructure as it is instead constructed as a part of various development projects. The 25th Street Water Line, however, is being funded directly by the City. Therefore, as it will benefit the future development of adjacent lands, the City wishes to recover its costs for the Water Line and will do so by assessing fees on the adjacent lands.

Water transmission systems in general are laid out in a looped configuration so that any connection to the water system can be fed from two directions. Such a layout provides for greater reliability in service during times of water line outages or during heavy demands. As the lands in San Luis consists primarily of one mile square sections, the looped water line configuration for each section consists of main water line, typically 12-inch diameter, laid out around the perimeter of the section and smaller, typically 6-inch through 10-inch water lines, throughout the interior of the section.

Thus for each section of land, there are a total of 4 miles of the 12-inch perimeter water lines, or conversely, each mile of water line around the section serves one-quarter of a square mile or about 160 acres. As adjacent sections of land share the perimeter water line where the sections abut each other, a perimeter water line will serve in total one-quarter of a square mile in each of the adjacent sections, or a total of about 320 acres of land.

County 25th Street from Avenue E to Avenue D is located along the section line between Sections 14 and 23 in Township 11 South, Range 24 West. Therefore the County 25th Street Water Line will serve one-quarter of Section 14 and one-quarter of Section 23. This area served, for the purposes of this assessment, will be the area of land one-quarter of mile north of County 25th Street and one-quarter mile south of County 25th Street, as shown on the attached figure. Total acres served are 160.00 acres gross acres north of County 25th Street and 160.01 gross acres south of County 25th Street, or 320.01 total gross acres. Of this 320.01 gross acres, there are two parcels of land – a portion of the U.S.A. parcel (24.50 acres) and the A.D.O.T. parcel (20.01 acres) at the San Luis II Port of Entry – that cannot be assessed and have previously developed significant water infrastructure (the existing water line in Avenue E.) Thus the total assessable gross acreage is 275.50 acres, with 160.01 being in Section 14 and 115.49 being in Section 23.

The costs of the installation of the Water Line include the costs of engineering, permitting, bidding and construction administration, general administration and the cost of construction. These costs are:

Engineering (Vega & Vega Engineering)	$7,232.68
	$1 450.00
Permitting -	$1,500.00
Bidding and Construction Administration (JDA)	$13,928.00
Construction (Desert Excavating)	$212,084.90
Total Cost	$236,195.58

The total cost of $236,195.58 is to be prorated over the 275.50 gross acres in the assessment area. The cost is calculated to be **$857.3342 per gross acre**, $137,182.05 of which will be assessed to the 160.01 acres in Section 14 and $99,013.53 being assessed to the 115.49 acres in Section 23.

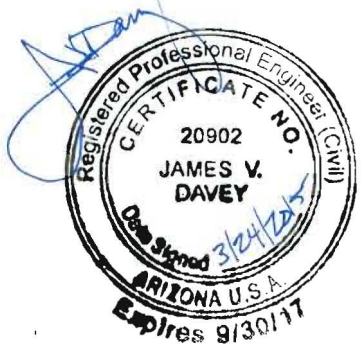
The development of lands within the assessment area may eventually result in the lands being subdivided and the subdivision lots sold on a net acreage basis. Therefore, depending on whether the assessment of fees for the water line is made to an overall parcel at the time of subdivision development or whether it is made to the individual lots at the time of water connection, further calculations may be necessary to calculate the cost of the fees per net acre.

In the case of the Section 14 land, no definite subdivision plans are available at the present time and so only the assessment per gross acre can be calculated at this time.

Section 23, however, is already being subdivided with the Magrino Industrial Park Unit 1 subdivision existing, the Magrino Industrial Park Unit 2 subdivision under development, and the remainder of the property to be developed as the Magrino Industrial Park Unit 3 subdivision. It is noted that about the south 139.78 feet of Unit 2 is greater than one-quarter mile from County 25th Street and lies south of the assessment area.

For Units 1 and 2 of the Magrino Industrial Park, the combined gross acreage in Section 23, including all adjacent right-of-ways, is calculated to be (113.27 total acres – the 7.46 acres outside of the assessment area) = 105.81 acres. This 105.81 gross acres is to be sold as a total of 19 lots which have a total net acreage in the assessment area of (72.09 total net acres – 7.2 acres outside of the assessment area) = 64.89 net acres. Thus the assessment for subdivided lots in Units 1 and 2 will be (105.81/64.89) x $857.3342 = **$1397.9738 per net acre**. Note that as lots 13 through 18 of Unit 2 include lands south of the assessment area the net acreage shown on the subdivision plat needs to be reduced by 1.20 acres for each of these lots when calculating the assessment. The remaining Unit 3 future lots have a gross acreage of 9.68 acres in the assessment area and a net assessment per lot will need to be calculated based on the net acreages of the future lots once Unit 3 is developed.

Prepared by: James V. Davey, PE



NOTICE OF INTENTION
TO SET A SPECIAL WATER CONNECTION SURCHARGE
IN THE AREA OF COUNTY 25TH STREET

PLEASE TAKE NOTICE that under the statute A.R.S. § 9-511.01, the City of San Luis, Arizona is considering the possible establishment of a special water connection surcharge, in addition to all other fees and charges, for lands bordering County 25th Street between Avenue E and Avenue D, in San Luis, Arizona. A copy of the written reports supporting the proposed changes are on file with the City Clerk of the City of San Luis and on the city's website at www.sanluisaz.gov under "Public Notice." The report is available to the public upon request to the City Clerk. San Luis City Council shall hold a public hearing on the proposed changes:

Public Hearing
Date: Wednesday, March 23, 2022
Time: 7:00 p.m.
Place: Council Chambers
San Luis City Hall
1090 E. Union Street
San Luis, Arizona

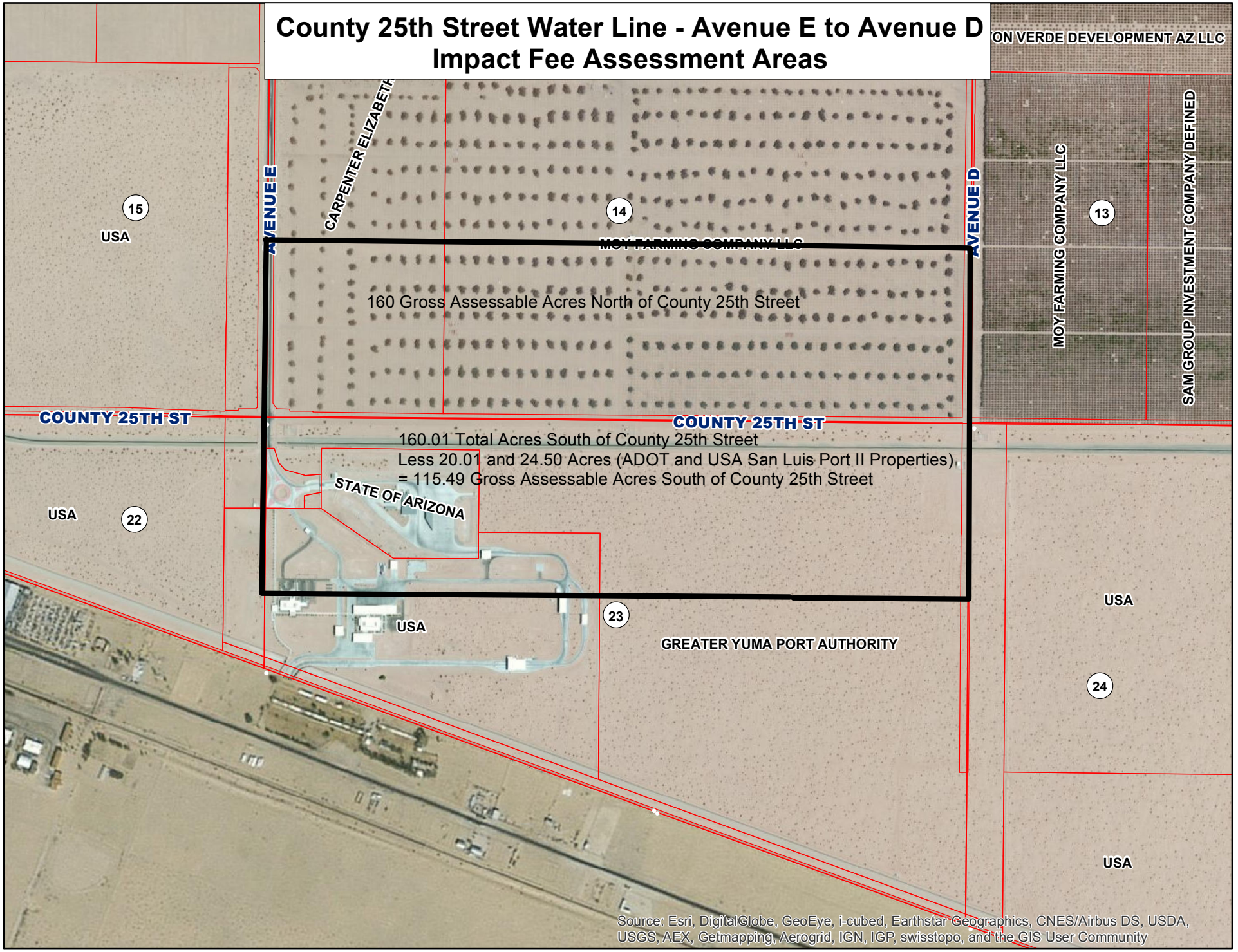
After holding the public hearing, either on the same date of March 23, 2022, or after March 23, 2022, the City Council may take action regarding possible changes in rates, rate components, fees, or service charges limited to the water connection surcharge for land bordering County 25th Street between Avenue E and Avenue D in San Luis, Arizona.

AVISO DE INTENCIÓN
PARA ESTABLECER UN RECARGO ESPECIAL PARA LA CONECCIÓN DEL AGUA EN LA AREA DE COUNTY 25TH STREET

FAVOR DE PRESTAR ATENCIÓN que de acuerdo con el estatuto A.R.S. § 9-511.01, la Ciudad De San Luis, Arizona está en proceso de considerar el posible establecimiento de un recargo especial para la conección del agua aunado a todas las tarífas y cargos, para los terrenos aledaños con County 25th Street entre la Avenue E y la Avenue D, en San Luis, Arizona. Una copia de los reportes por escrito que apoya los cambios propuestos están archivados con la Secretaria de la Ciudad De San Luis así como en el sitio web de la ciudad www.sanluisaz.gov bajo "Public Notice." Dicho reporte está a disposición al público cuando así se requiera con la Secretaria de la ciudad. El Cabildo De La Ciudad De San Luis tendra una audiencia pública para dichos cambios propuestos:

AUDIENCIA PÚBLICA
Fecha: miércoles, 23 de marzo, 2022
Hora: 7:00 p.m.
Lugar: Sala Del Cabildo
Ayuntamiento De San Luis
1090 East Union Street
San Luis, Arizona

Después de la audiencia pública, en la misma fecha del 23 de marzo, 2022, o después del 23 de marzo 2022, el Cabildo podría tomar acción acerca de los posibles cambios en las tarífas, los componentes de las tarífas, cargos, o cargos de servicio limitados a los terrenos aledaños con County 25th Street entre la Avenue E y la Avenue D, en San Luis, Arizona.


County 25th Street Water Line - Avenue E to Avenue D
Impact Fee Assessment Areas
ON VERDE DEVELOPMENT AZ LLC
AVENUE E
CARPENTER ELIZABETH
AVENUE D
MOY FARMING COMPANY LLC
SAM GROUP INVESTMENT COMPANY DEFINED
15
USA
14
13
MOY FARMING COMPANY LLC
160 Gross Assessable Acres North of County 25th Street
COUNTY 25TH ST
COUNTY 25TH ST
160.01 Total Acres South of County 25th Street
Less 20.01 and 24.50 Acres (ADOT and USA San Luis Port II Properties)
= 115.49 Gross Assessable Acres South of County 25th Street
STATE OF ARIZONA
USA
22
USA
23
GREATER YUMA PORT AUTHORITY
USA
24
USA
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Supporting Data for Cash Flow Projection

Reason for this document

The City of San Luis is engaged in the domestic water business. The city must comply with Arizona Revised Statute ("A.R.S.") § 9-511.01(A)(1) to recuperate the city's cost for building a water line. The city built the water line down County 25th Street. The statute allows the city to recuperate its costs if the city only charges lands that benefit from the water line. The statute requires this document to indicate all anticipated revenues from residential and non-residential customers and the overall expenses for providing water service.

This document will be available to the public at least thirty (30) days before the public hearing. It will be filed with the Office of the San Luis City Clerk and posted on the city's website. City Council shall hold the public hearing on Wednesday, March 23, 2022, at 7:00 p.m. at the Council Chambers in City Hall, 1090 East Union Street. San Luis, Arizona 85349.

Revenue (Solely Reimbursement) and Overall Expenses for Providing water service

The City of San Luis seeks reimbursement for the cost, nothing more. It will be a one-time fee to the benefitted lands. The total possible amount to be reimbursed to the city will be the amount the city spent in constructing the water line, $236,195.58, itemized as follows:

Engineering (Vega & Vega Engineering)	$ 8,682.68
Permitting	$ 1,500.00
Bidding and Construction Administration	
James Davey & Associates	$ 13,928.00
Construction (Desert Excavating)	$212,084.90
Total Cost	$236,195.58

Customers and Timing (Solely Commercial *Non*-Residential)

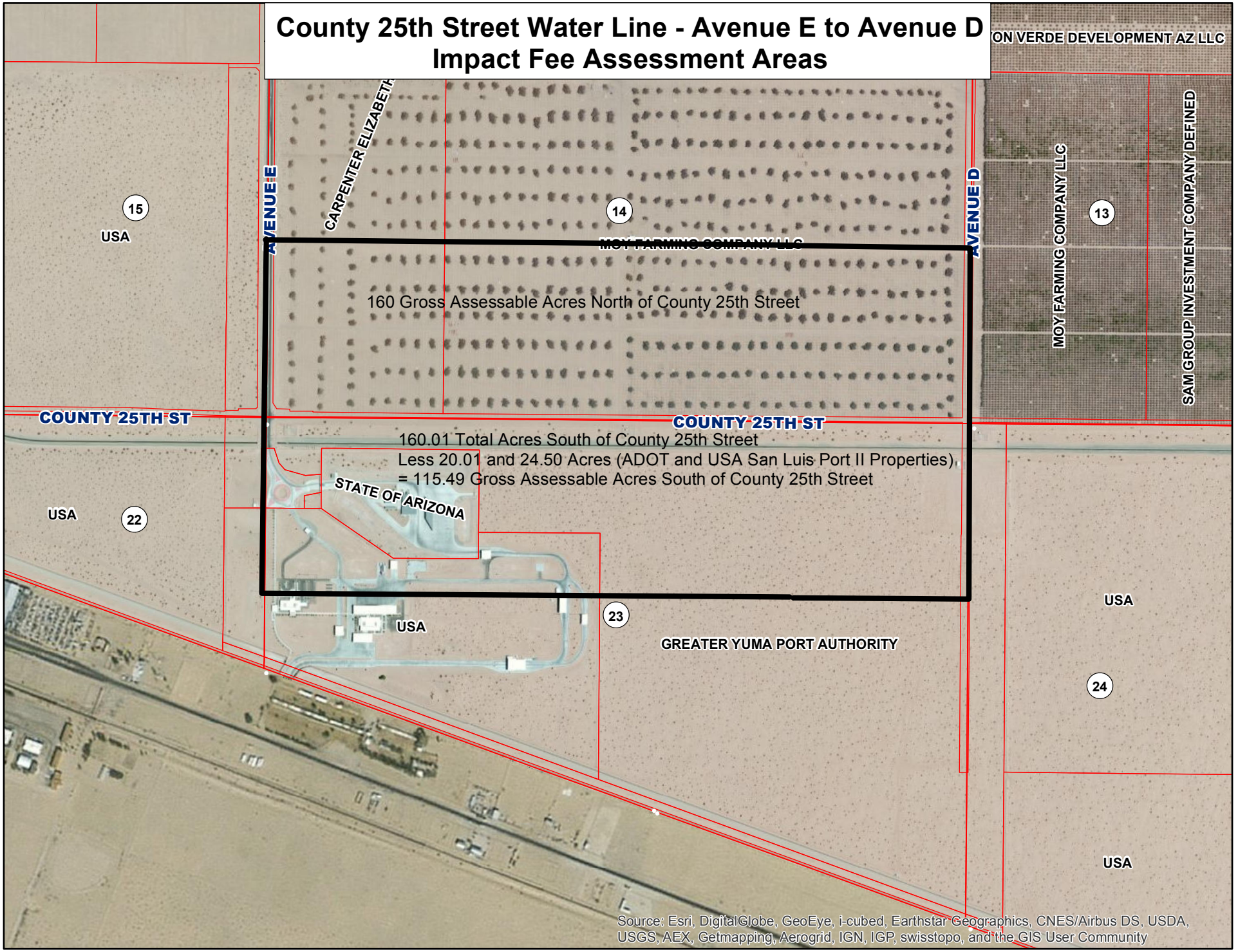
The customers in the land benefitted by the water line are solely commercial (***non***-residential). The land consists of the Magrino Industrial Park and the lands north of County 25th Street currently planned for non-residential development in the East of the City of San Luis. These commercial (non-residential) customers will pay at the time of development. However, if they are already in operation, they will pay as part of the connection fee.

Type of Service

The water line provides water service to the benefitted lands.

Attachment

The attached map shows the benefitted lands with a heavy black line.


County 25th Street Water Line - Avenue E to Avenue D
Impact Fee Assessment Areas
ON VERDE DEVELOPMENT AZ LLC
AVENUE E
CARPENTER ELIZABETH
AVENUE D
MOY FARMING COMPANY LLC
SAM GROUP INVESTMENT COMPANY DEFINED
15
USA
14
13
MOY FARMING COMPANY LLC
160 Gross Assessable Acres North of County 25th Street
COUNTY 25TH ST
COUNTY 25TH ST
160.01 Total Acres South of County 25th Street
Less 20.01 and 24.50 Acres (ADOT and USA San Luis Port II Properties)
= 115.49 Gross Assessable Acres South of County 25th Street
STATE OF ARIZONA
USA
22
USA
23
GREATER YUMA PORT AUTHORITY
USA
24
USA
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

12/04/2014	14-189	COUNTY 25TH STREET WATER LINE PROJECT-WATER MAIN DESIGN		7,232.68
		PROFESSIONAL SERVICES-COUNTY 25TH STREET WATER LINE PROJECT - WATER MAIN DESIGN P.O. Number: 2015-00001621	7,232.68	
01/14/2015	15-007	COUNTY 25TH STREET WATER LINE PROJECT-WATER MAIN DESIGN		1,500.00
		PROFESSIONAL SERVICES-INVOICE #15-007--YUMA COUNTY & WILLDAN FEES PAID FOR CERTIFICATE P.O. Number: 2015-00001621	1,500.00	

COPY

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP | THREE COLOR BACKGROUND BLUE, ROSE AND YELLOW | TRUE WATERMARKED PAPER - HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

69737

DATE: 01/15/2015

AMOUNT: $8,732.68

PAY: **Eight Thousand Seven Hundred Thirty-Two and 68/100 Dollars**

VOID AFTER 90 DAYS

TO THE ORDER OF

VEGA & VEGA ENGINEERING, P.L.C.
1846 S. 8TH. AVENUE
YUMA, AZ 85364

Ralph R. Vega

⑈69737⑈ ⑆122105906⑆ 20000546 3⑈

VEGA & VEGA
ENGINEERING, P.L.C.
1846 S. 8th. Ave.
Yuma, Az. 85364
928-329-0000 Tel.
928-247-6232 Fax

Invoice

Invoice #: 15-007
Invoice Date: 1/14/2015
Due Date: 1/14/2015
Project: 14-700 CO. 25TH...

Bill To:
CITY OF SAN LUIS
P.O. BOX 1170
1090 E. UNION ST.
SAN LUIS, AZ. 85349

Description	Hours/Qty	Rate	Amount
YUMA COUNTY & WILLDAN FEES PAID FOR CERTIFICATE OF APPROVAL TO INSTALL WATER FACILITIES, FOR CO. 25TH STREET FROM AVE. "E" TO AVE. "D" WATER MAIN DESIGN (ENCLOSED HEREWITH CHECKS SEND AND APPROVAL)		1,500.00	1,500.00

It's a pleasure working with you!
Thanks for your Business!

Total	$1,500.00
Payments/Credits	$0.00
Balance Due	$1,500.00

VEGA & VEGA ENGINEERING, PLC
1846 S. 8th. Ave.
Yuma, Az. 85364
928-329-0000 Tel.
928-247-6232 Fax

Invoice

Invoice #: 14-189
Invoice Date: 12/4/2014
Due Date: 12/4/2014
Project: 14-700 CO. 25TH...

Bill To:
CITY OF SAN LUIS
P.O. BOX 1170
1090 E. UNION ST.
SAN LUIS, AZ. 85349

Description	Hours/Qty	Rate	Amount
PROFESSIONAL CONSULTING SERVICES FOR CO. 25TH STREET FROM AVE, "E" TO AVE. "D" WATER MAIN DESIGN SUBMITTAL TO ADEQ AND CITY OF SAN LUIS FOR APPROVAL		7,232.68	7,232.68

12/4 lc
Received By: _____
City of San Luis
Department of Public Works

12/8/14

It's a pleasure working with you!
Thanks for your Business!

Total	$7,232.68
Payments/Credits	$0.00
Balance Due	$7,232.68

Ship To
City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00001621

DATE 01/14/2015

VENDOR 7232 - VEGA & VEGA ENGINEERING, F

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Contact
VEGA & VEGA ENGINEERING
1846 S. 8TH. AVENUE
YUMA, AZ 85364

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - COUNTY 25TH STREET WATER LINE PROJECT - WATER MAIN DESIGN INVOICE#14-189 12/4/14 PROJECT: 14-700 PROFESSIONAL CONSULTING SERVICES 300-302-90010.806 - Capital Outlay - Improvements Impact Fees 7,232.68	7,232.6800	$7,232.68
1.0000	EACH	PROFESSIONAL SERVICES - INVOICE #15-007 - YUMA COUNTY & WILLDAN FEES PAID FOR CERTIFICATE APPROVAL TO INSTALL WATER FACILITIES, FOR CO. 25TH STREET FROM AVE. E TO D WATER MAIN DESIGN. 300-302-90010.806 - Capital Outlay - Improvements Impact Fees 1,500.00	1,500.0000	$1,500.00
			TOTAL DUE	$8,732.68

CITY OF SAN LUIS AZ INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
6. Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

CITY OF SAN LUIS - Accounts Payable - San Luis, Arizona 85349

01/26/2015	15-013	PROFESSIONAL SERVICES F/ COUNTY 25TH ST WATER MAIN DESIGN	1,450.00
		PROFESSIONAL SERVICES-CONSULTING SERVICES FOR COUNTY 25TH ST FROM AVE 'E' TO P.O. Number: 2015-00001891	1,450.00

COPY

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP · THREE COLOR BACKGROUND BLUE ROSE AND YELLOW · TRUE WATERMARKED PAPER · HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70080

DATE

02/19/2015

AMOUNT

$1,450.00

PAY

One Thousand Four Hundred Fifty and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

VEGA & VEGA ENGINEERING, P.L.C.
1846 S. 8TH. AVENUE
YUMA, AZ 85364

⑈70080⑈ ⑆122405906⑆ 20000546 3⑈

VEGA & VEGA
ENGINEERING PLC
1846 S. 8th. Ave.
Yuma, Az. 85364
928-329-0000 Tel.
928-247-6232 Fax

Invoice

Invoice #: 15-013
Invoice Date: 1/26/2015
Due Date: 1/26/2015
Project: 14-700 CO. 25TH...

Bill To:
CITY OF SAN LUIS
P.O. BOX 1170
1090 E. UNION ST.
SAN LUIS, AZ. 85349

2/10

Description	Hours/Qty	Rate	Amount
PROFESSIONAL CONSULTING SERVICES FOR CO. 25TH STREET FROM AVE. "E" TO AVE. "D" WATER MAIN DESIGN (CHANGES AS PER EMIL RECEIVED 01/20/2015 BY MR. EULOGIO VERA)			
ENGINEER HOUR	5	80.00	400.00
CAD DRAFTING HOUR	15	70.00	1,050.00

Please Process Payment
Eulogio Vera
02/04/15

It's a pleasure working with you!
Thanks for your Business!

Total	$1,450.00
Payments/Credits	$0.00
Balance Due	$1,450.00

Ship To
of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00001891

DATE 02/18/2015

VENDOR 7232 - VEGA & VEGA ENGINEERING, F

Contact
VEGA & VEGA ENGINEERING
1846 S. 8TH. AVENUE
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - CONSULTING SERVICES FOR COUNTY 25TH ST FROM AVE 'E' TO AVE 'D' WATER MAIN DESIGN - INVOICE#15-013 1/26/15 300-302-----90010.806. - Capital Outlay - Improvements Impact Fees 1,450.00	1,450.0000	$1,450.00
			TOTAL DUE	$1,450.00

Special Instructions

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8. All invoices must be mailed to the Finance Department.

CITY OF SAN LUIS - Accounts Payable - San Luis, Arizona 85349 71116

05/07/2015	2015148	COUNTY 25TH ST WATER MAIN PROJECT	1,948.00
	PROFESSIONAL SERVICES-COUNTY 25TH ST WATER MAIN PROJECT -CONSTRUCTION ADMINISTRATION- P.O. Number: 2015-00002668		1,948.00

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP · THREE COLOR BACKGROUND BLUE ROSE AND YELLOW · TRUE WATERMARKED PAPER - HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

71116

DATE

05/20/2015

AMOUNT

$1,948.00

PAY

One Thousand Nine Hundred Forty-Eight and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

HEAT SENSITIVE COLOR FADES WITH

⑈71116⑈ ⑆122105906⑆ 20000546 3⑈

JAMES DAVEY AND ASSOCIATES
Consulting Civil Engineers • Water Resources Specialists

Invoice

May 7, 2015
Project No: CSL-11
Invoice No: 000002015148

Eulogio Vera
City of San Luis
P.O. Box 7740
San Luis, AZ 85349

Project CSL-11 Co. 25th Street Water Main

Water line assessment area and costs.

Professional Services through April 30, 2015

Phase CA Construction Administration

Fee

Billing Phase	Fee	Percent Complete	Earned	
Project Management	376.00	100.00	376.00	
Prepare Bid Documents	1,196.00	100.00	1,196.00	
Bidding Assistance	1,520.00	100.00	1,520.00	
Construction Inspection	6,600.00	100.00	6,600.00	
Construction Staking	2,160.00	100.00	2,160.00	
Material Testing	2,040.00	100.00	2,040.00	
Total Fee	13,892.00		13,892.00	
		Previous Fee Billing	11,944.00	
		Current Fee Billing	1,948.00	
		Total Fee		**1,948.00**
			Total this Phase	**$1,948.00**
			Total this Invoice	**$1,948.00**

Authorized By: _____ Date: 5/7/2015
James Davey

05/12/15

Received By: 5/18 k
City of San Luis
Department of Public Works

Ship To
City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002668

DATE 05/19/2015

VENDOR 6289 - JAMES DAVEY AND ASSOCIATE

Contact
JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - COUNTY 25TH ST WATER MAIN PROJECT -CONSTRUCTION ADMINISTRATION- PROJECT NO: CSL-11 INVOICE#2015148 5/7/15 PROFESSIONAL SERVICES THRU APRIL 30, 2015 (SEE INVOICE FOR DETAILS) 300-302-----90010.806. - Capital Outlay - Improvements Impact Fees 1,948.00	1,948.0000	$1,948.00

CITY OF SAN LUIS, AZ INC. 1979

TOTAL DUE $1,948.00

Special Instructions

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8. All invoices must be mailed to the Finance Department.

CITY UIS - Accounts Payable - San Luis, Arizona 85349 70712

04/02/15	2015140	COUNTY 25TH ST WATER MAIN PROJECT-SERVICES RENDERED THRU 3/31/15	9,286.00
		PROFESSIONAL SERVICES-COUNTY 25TH ST WATER MAIN PROJECT - CONSTRUCTION ADMINISTRATION- P.O. Number: 2015-00002355	9,286.00

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP · THREE COLOR BACKGROUND BLUE, ROSE AND YELLOW · TRUE WATERMARKED PAPER • HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70712

DATE

04/16/2015

AMOUNT

$9,286.00

PAY

Nine Thousand Two Hundred Eighty-Six and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

⑈70712⑈ ⑆122105906⑆ 20000546 3⑈

JAMES DAVEY AND ASSOCIATES
Consulting Civil Engineers • Water Resources Specialists

Invoice

April 2, 2015
Project No: CSL-11
Invoice No: 000002015140

Eulogio Vera
City of San Luis
P.O. Box 7740
San Luis, AZ 85349

Please Process Payment Eulogio Vera 04/08/15

Project CSL-11 Co. 25th Street Water Main
Professional Services through March 31, 2015

Phase CA Construction Administration
Fee

Billing Phase	Fee	Percent Complete	Earned		
Project Management	376.00	75.00	282.00		
Prepare Bid Documents	1,196.00	100.00	1,196.00		
Bidding Assistance	1,520.00	100.00	1,520.00		
Construction Inspection	6,600.00	75.00	4,950.00		
Construction Staking	2,160.00	100.00	2,160.00		
Material Testing	2,040.00	90.00	1,836.00		
Total Fee	13,892.00		11,944.00		
		Previous Fee Billing	2,658.00		
		Current Fee Billing	9,286.00		
		Total Fee			**9,286.00**
			Total this Phase		**$9,286.00**
			Total this Invoice		**$9,286.00**

Authorized By: _____ Date: 4/2/2015
James Davey

4/13/15
Received By: _____
City of San Luis
Department of Public Works

Ship To
Public Works Transfers Station
[illegible] North 4th Avenue
San Luis, AZ 85349

Bill To
[illegible]
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002355

DATE 04/14/2015

VENDOR 6289 - JAMES DAVEY AND ASSOCIATE

Contact
JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - COUNTY 25TH ST WATER MAIN PROJECT - CONSTRUCTION ADMINISTRATION- PROJECTNO: CSL-11 INVOICE#2015140 4/2/15 PROFESSIONAL SERVICES THRU MARCH 31, 2015 (SEE INVOICE FOR DETAILS) 300-302-90010.806 - Capital Outlay - Improvements Impact Fees 9,286.00	9,286.0000	$9,286.00
			TOTAL DUE	$9,286.00

CITY OF SAN LUIS, AZ
INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
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7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

CITY OF SAN LUIS - Accounts Payable - San Luis, Arizona 85349

70211

02/10/2015	2015113	COUNTY 25TH ST WATER MAIN PROJECT-BILLING PHASE		2,658.00
		PROFESSIONAL SERVICES-COUNTY 25TH ST WATER MAIN PROJECT - CONSTRUCTION P.O. Number: 2015-00002014	2,658.00	
02/10/2015	2015116	BEACH ST IMPROVEMENTS PROJECT (DESIGN)		11,640.00
		PROFESSIONAL SERVICES-BEACH STREET IMPROVEMENTS PROJECT - INVOICE#2015116 2/10/15 P.O. Number: 2015-00002008	11,640.00	

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP · THREE COLOR BACKGROUND BLUE, ROSE AND YELLOW · TRUE WATERMARKED PAPER • HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70211

DATE: 03/05/2015

AMOUNT: $14,298.00

PAY

Fourteen Thousand Two Hundred Ninety-Eight and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

HEAT SENSITIVE COLOR FADES WITH

⑈70211⑈ ⑆122105906⑆ 20000546 3⑈

JAMES DAVEY AND ASSOCIATES
Consulting Civil Engineers • Water Resources Specialists

Invoice

City Please Process Payment EV 02/17/15

February 10, 2015
Project No: CSL-11
Invoice No: 000002015113

Eulogio Vera
City of San Luis
P.O. Box 7740
San Luis, AZ 85349

Project CSL-11 Co. 25th Street Water Main

Professional Services through January 31, 2015

Phase CA Construction Administration

Fee

Billing Phase	Fee	Percent Complete	Earned
Project Management	376.00	25.00	94.00
Prepare Bid Documents	1,196.00	100.00	1,196.00
Bidding Assistance	1,520.00	90.00	1,368.00
Construction Inspection	6,600.00	0.00	0.00
Construction Staking	2,160.00	0.00	0.00
Material Testing	2,040.00	0.00	0.00
Total Fee	13,892.00		2,658.00
		Previous Fee Billing	0.00
		Current Fee Billing	2,658.00

300.302 - 90010.806

Total Fee **2,658.00**

Total this Phase **$2,658.00**

Total this Invoice **$2,658.00**

Authorized By: _____ Date: 2/10/2015
James Davey

03-04-15A10:04 RCVD

ENTERED 2/18

Ship To
City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002014

DATE 03/03/2015

VENDOR 6289 - JAMES DAVEY AND ASSOCIATE

Contact
JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - COUNTY 25TH ST WATER MAIN PROJECT - CONSTRUCTION ADMINISTRATION - PROJECT NO: CSL-11 BILLING PHASE INVOICE#2015113 2/10/15 (SEE INVOICE FOR DETAILS) 300-302—90010.806. - Capital Outlay - Improvements Impact Fees 2,658.00	2,658.0000	$2,658.00
			TOTAL DUE	$2,658.00

CITY OF SAN LUIS, AZ INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
6. Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

CITY O - Accounts Payable - San Luis, Arizona 85349

70811

04/14/2015	2015146	COUNTY 25TH ST WATER MAIN PROJECT-SERVICES RENDERED THRU 3/31/15	840.00
		PROFESSIONAL SERVICES-COUNTY 25TH ST WATER MAIN PROJECT	840.00
		- PROFESSIONAL SERVICES P.O. Number: 2015-00002453	

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP · THREE COLOR BACKGROUND BLUE, ROSE AND YELLOW · TRUE WATERMARKED PAPER • HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70811

DATE

04/23/2015

AMOUNT

$840.00

PAY

Eight Hundred Forty and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

HEAT SENSITIVE COLOR FADES WITH

⑈70811⑈ ⑆122105906⑆ 20000546 3⑈

JAMES DAVEY AND ASSOCIATES
Consulting Civil Engineers • Water Resources Specialists

Invoice

April 14, 2015
Project No: CSL-11
Invoice No: 000002015146

Kay Macuil
City of San Luis
P.O. Box 7740
San Luis, AZ 85349

Project CSL-11 Co. 25th Street Water Main - Public Work Water Dept.

Water line assessment area and costs.
Professional Services through April 15, 2015

Phase WA
Fee
6 Hrs. @ $140.00 perhr. 840.00

Total Fee **840.00**

Total this Invoice **$840.00**

Authorized By: _____ Date: 4/14/2015
James Davey

OK to pay
Kay Macuil
4-20-15

1025 W. 24th Street, Suite 2 • Yuma, Arizona 85364 • (928) 782-7926 • Fax: (928) 782-7928 • www.jdacivil.com

Ship To

City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To

City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002453

DATE 04/22/2015

VENDOR 6289 - JAMES DAVEY AND ASSOCIATE

Contact

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH STREET SUITE # 2
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	PROFESSIONAL SERVICES - COUNTY 25TH ST WATER MAIN PROJECT - PROFESSIONAL SERVICES THROUGH APRIL 15, 2015. PROJECT NO: CSL-11 INVOICE#2015146 4/14/15 WATER LINE ASSESSMENT AREA AND COSTS. 300-302----90010.806. - Capital Outlay - Improvements Impact Fees 840.00	840.0000	$840.00
			TOTAL DUE	$840.00

CITY OF SAN LUIS, AZ
INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
6. Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

CITY OF S .I LUIS - Accounts Payable - San Luis, Arizona 85349 70949

05/07/2015	2015-00001059	PAYMENT APPLICATION #2 F/ NEW WATER MAIN CO. 25TH	38,651.00
		CONSTRUCTION SERVICES-PAYMENT APPLICATION #2 FOR NEW WATER MAIN COUNTY 25TH ST P.O. Number: 2015-00002541	38,651.00

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP — TRUE WATERMARKED PAPER - HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70949

DATE

AMOUNT

PAY

05/07/2015

$38,651.00

Thirty-Eight Thousand Six Hundred Fifty-One and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

DESERT EXCAVATING
P.O.BOX 1849
YUMA, AZ 85364

HEAT SENSITIVE COLOR FADES WITH

⑈70949⑈ ⑆122105906⑆ 20000546 3⑈

Contractor's Application for Payment No. 2

	Application Period: 4/01/15 - 4/9/15	Application Date: 4/14/2015
To (Owner): City of San Luis, Arizona	From (Contractor): Desert Excavating, Inc.	Via (Engineer): James Davey and Associates, Inc.
Project: New Water Main - County 25th Street from Avenue E to Avenue D	Contract: 212,084.90	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: CSL-11

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$212,084.90
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$212,084.90
4. TOTAL WORK ACTUALLY COMPLETED TO DATE (Column F on Progress Estimate)	$	$207,365.00
5. RETAINAGE a. X $207,365.00 Work Completed	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$207,365.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$168,714.000
8. AMOUNT DUE THIS APPLICATION	$	$38,651.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$4,719.90

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) Contractor further certifies that this Progress Payment and all future Progress Payments and the final payment are subject to availability of funds as more particularly described in the Contract.

By: [redacted] Date: 4/14/15

Payment of: $ $38,651.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 4/15/2015 (Date)

Payment of: $
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] (Owner) 04/29/15 (Date)

Approved by: Funding Agency (if applicable) (Date)

Received By: 4/30
City of San Luis
Department of Public Works

Progress Estimate

Contractor's Progress Payment Application

For (contract):	New Water Main - County 25th Street from Avenue E to Avenue D	Application Number:	2
Application Period:	4/01/15 - 4/9/15	Application Date:	4/14/2015

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Miscellaneous	Total Completed	%	Balance to Finish
Specification Section No.	Description		From Previous Application (C+D)	This Period	(not in C or D) (column not used)	(C + D + E)	(E) B	(B - F)
1	Mobilization	1,200.00	1,200.00			1,200.00	1.00	
2	Storm Water Pollution Prevention Plan	3,000.00						3,000.00
3	Maintenance and Protection of Traffic	1,000.00	1,000.00			1,000.00	1.00	
4	Funish & Install 12" C-900 Class 235 PVC Water Line	153,234.90	139,230.00	12,285.00		151,515.00	0.99	1,719.90
5	Funish & Install 12" RW Gate Valves	50,800.00	43,180.00	7,620.00		50,800.00	1.00	
6	Lower Sewer Force Main	2,850.00		2,850.00		2,850.00	1.00	
	Totals	212,084.90	184,610.00	22,755.00		207,365.00		4,719.90

Progress Estimate

Contractor's Progress Payment Application

For (contract):	New Water Main - County 25th Street from Avenue E to Avenue D	Application Number:	2
Application Period:	4/01/15 - 4/9/15	Application Date:	4/14/2015

A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Miscellaneous (not in C) column not used	Total Completed (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	Mobilization	1.00	1,200.00	1,200.00	1.00	1,200.00		1,200.00	1.00	
2	Storm Water Pollution Prevention Plan	1.00	3,000.00	3,000.00						3,000.00
3	Maintenance and Protection of Traffic	1.00	1,000.00	1,000.00	1.00	1,000.00		1,000.00	1.00	
4	Furnish & Install 12" C-900 Class 235 PVC Water Line	5,613.00	27.30	153,234.90	5,550.00	151,515.00		151,515.00	0.99	1,719.90
5	Furnish & Install 12" RW Gate Valves	20.00	2,540.00	50,800.00	20.00	50,800.00		50,800.00	1.00	
6	Lower Sewer Force Main	1.00	2,850.00	2,850.00	1.00	2,850.00		2,850.00	1.00	
	Totals			$212,884.90		$207,365.00		$207,365.00	97.8%	$4,719.90

Bid No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Pay Period 1 - 03/11/15 to 3/31/15		Pay Period 2 - 4/01/15 to 04/09/13	
1	Mobilization	1	LS	$1,200.00	$1,200.00	1	$1,200.00		
2	Storm Water Pollution Prevention Plan	1	LS	$3,000.00	$3,000.00				
3	Maintenance and Protection of Traffic	1	LS	$1,000.00	$1,000.00	1	$1,000.00		
4	Funish & Install 12" C-900 Class 235 PVC Water Line	5613	LF	$27.30	$153,234.90	5100	$139,230.00	450	$12,285.00
5	Funish & Install 12" RW Gate Valves	20	Each	$2,540.00	$50,800.00	17	$43,180.00	3	$7,620.00
6	Lower Sewer Force Main	1	LS	$2,850.00	$2,850.00	1	$2,850.00		
				TOTAL	$212,084.90		$187,460.00		$19,905.00

10% Retained this Period	$18,746.00	
Amount Eligible to be Paid	$168,714.00	$207,365.00
Previous Billings		$168,714.00
Total Retained	$18,746.00	
Amount to be Paid this Period		$38,651.00
Balance to Finish	$24,624.90	$4,719.90

Received By: 4/30 lc
City of San Luis
Department of Public Works

[redacted]

[redacted]

CITY OF SAN LUIS, ARIZONA

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

Date: 4/14/15

Project: **NEW WATER MAIN – COUNTY 25TH STREET FROM AVENUE E TO AVENUE D**

To the City of San Luis, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $ 38,651.00, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The undersigned further agrees to indemnify and save harmless the City of San Luis, State of Arizona against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay of all labor, performance and materials furnished for the performance of said installation.

Signed and dated at Yuma, AZ this 14th day of April, 20 15.

Desert Excavating, Inc.
Contractor

BY: _____

STATE OF ARIZONA)
) ss
County of Yuma)

The foregoing instrument was subscribed and sworn to before me this 14th day of April, 2015.

CYNTHIA A BODINE
NOTARY PUBLIC, ARIZONA
YUMA COUNTY
My Commission Expires
March 6, 2018

_____
Notary Public

My Commission Expires: 3/6/2018

Ship To
City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002541

DATE 05/04/2015

VENDOR 6249 - DESERT EXCAVATING

Contact
DESERT EXCAVATING
P.O.BOX 1849
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONSTRUCTION SERVICES - PAYMENT APPLICATION #2 FOR NEW WATER MAIN COUNTY 25TH ST FROM AVE 'E' TO AVE 'D' PROJECT 300-302-----90010.806. - Capital Outlay - Improvements Impact Fees 38,651.00	38,651.0000	$38,651.00
			TOTAL DUE	$38,651.00

CITY OF SAN LUIS, AZ
INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
6. Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

CITY OF SAN LUIS - Accounts Payable - San Luis, Arizona 85349

03/25/2015	5571	NEW WATER MAIN--COUNTY 25TH ST FROM AVE E TO AVE D PROJECT	168,714.00
		CONSTRUCTION SERVICES-CONSTRUCTION SERVICES--1ST PAYMENT INSTALLMENT FOR P.O. Number: 2015-00002287	168,714.00

4-9-15

CONTAINS INVISIBLE FLUORESCENT FIBERS AND TONER GRIP. THREE COLOR BACKGROUND: BLUE, ROSE AND YELLOW. TRUE WATERMARKED PAPER • HOLD TO LIGHT TO VIEW

CITY OF SAN LUIS
ACCOUNTS PAYABLE
P.O. BOX 7740 • 1090 E. UNION ST.
SAN LUIS, ARIZONA 85349
(928) 341-8520

1ST BANK YUMA
P.O. BOX 3840
SAN LUIS, ARIZONA 85349
91-590/1221

70598

PAY

DATE: 04/09/2015

AMOUNT: $168,714.00

One Hundred Sixty-Eight Thousand Seven Hundred Fourteen and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF

DESERT EXCAVATING
P.O.BOX 1849
YUMA, AZ 85364

⑈70598⑈ ⑆122105906⑆ 20000546 3⑈

Desert Excavating, Inc.
PO Box 1849
Yuma, AZ 85366-1849

Invoice

Phone #	Date	Invoice #
(928) 344-9778	3/25/2015	5571

Web Site
www.desertexcavating.com

Bill To
City of San Luis

P.O. No.	Terms	Project
		New Water Main - C...

Item	Qty	Description	Rate	Amount
Water Lines	1	Mobilization	1,200.00	1,200.00T
Water Lines	0	Storm Water Pollution Prevention Plan	3,000.00	0.00T
Water Lines	1	Maintenance and Protection of Traffic	1,000.00	1,000.00T
Water Lines	5,100	Furnish and Install 12" C-900 Class 235 PVC Water Line	27.30	139,230.00T
Water Lines	17	Furnish and Install 12" RW Gate Valves	2,540.00	43,180.00T
Sewer Lines	1	Lower Sewer Force Main	2,850.00	2,850.00T
Retention S		10% Retention Sub Contract	-18,746.00	-18,746.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Total $168,714.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. 33-1008

Project: City of San Luis - New Water Main - County 25th Street From Ave E to Ave D

Job. No. _____

Dates Covered: March 11, 2015 thru March 31, 2015

On receipt by the undersigned of a check from City of San Luis in the sum of **$ 168,714.00** payable to **Desert Excavating, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment rights for persons in the undersigned position that the undersigned has on the job of **New Water Main - County 25th St From Ave E to Ave D** located at San Luis, AZ to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite from March 11, 2015 thru March 31, 2015 only and does not cover any retention pending, modifications, and changes or items furnished before or after that date(s). **(Conditional upon receipt of check and check being honored at presentment)**. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use monies he receives from this progress payment to promptly pay in full his laborers, subcontractors, material men and suppliers from all work, materials, equipment or services provided for or to the above referred project to the date of this waiver.

Date: 3/25/2015

Desert Excavating, Inc.
(Company Name)

By: _____
(Signature)

President
(Title)

Contractor's Application for Payment No. 1

	Application Period: 03/09/15 - 03/31/15	Application Date: 3/25/2015
To (Owner): City of San Luis, Arizona	From (Contractor): Desert Excavating, Inc.	Via (Engineer): James Davey and Associates, Inc.
Project: New Water Main - County 25th Street from Avenue E to Avenue D	Contract: 212,084.90	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: CSL-11

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
-		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$212,084.90
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$212,084.90
4. TOTAL WORK ACTUALLY COMPLETED TO DATE (Column F on Progress Estimate)	$	$187,460.00
5. RETAINAGE		
a. 10% X $187,460.00 Work Completed	$	$18,746.00
		$18,746.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$168,714.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	$168,714.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$43,370.90

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and (4) Contractor further certifies that this Progress Payment and all future Progress Payments and the final payment are subject to availability of funds as more particularly described in the Contract.

By: _____ Date: 3/26/2015

Payment of: $ $168,714.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 3/30/2015
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ 04/09/15
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Progress Payment Application

For (contract):	New Water Main - County 25th Street from Avenue E to Avenue D	Application Number:	1
Application Period:	03/09/15 - 03/31/15	Application Date:	3/25/2015

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Miscellaneous	Total Completed	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C+D)	This Period	(not in C or D) (column not used)	(C + D + E)		
1	Mobilization	1,200.00		1,200.00		1,200.00	1.00	
2	Storm Water Pollution Prevention Plan	3,000.00						3,000.00
3	Maintenance and Protection of Traffic	1,000.00		1,000.00		1,000.00	1.00	
4	Funish & Install 12" C-900 Class 235 PVC Water Line	153,234.90		139,230.00		139,230.00	0.91	14,004.90
5	Funish & Install 12" RW Gate Valves	50,800.00		43,180.00		43,180.00	0.85	7,620.00
6	Lower Sewer Force Main	2,850.00		2,850.00		2,850.00	1.00	
	Totals	**212,084.90**		**187,460.00**		**187,460.00**		**24,624.90**

Progress Estimate

Contractor's Progress Payment Application

For (contract):	New Water Main - County 25th Street from Avenue E to Avenue D	Application Number:	1
Application Period:	03/09/15 - 03/31/15	Application Date:	3/25/2015

A				B	C	D	E	F		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Miscellaneous (not in C) column not used	Total Completed (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
1	Mobilization	1.00	1,200.00	1,200.00	1.00	1,200.00		1,200.00	1.00	
2	Storm Water Pollution Prevention Plan	1.00	3,000.00	3,000.00						3,000.00
3	Maintenance and Protection of Traffic	1.00	1,000.00	1,000.00	1.00	1,000.00		1,000.00	1.00	
4	Furnish & Install 12" C-900 Class 235 PVC Water Line	5,613.00	27.30	153,234.90	5,100.00	139,230.00		139,230.00	0.91	14,004.90
5	Furnish & Install 12" RW Gate Valves	20.00	2,540.00	50,800.00	17.00	43,180.00		43,180.00	0.85	7,620.00
6	Lower Sewer Force Main	1.00	2,850.00	2,850.00	1.00	2,850.00		2,850.00	1.00	
	Totals			**$212,084.90**		**$187,460.00**		**$187,460.00**	88.4%	**$24,624.90**

Pay Period 2 - 4/01/15 to 04/09/13	

Bid No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Pay Period 1 - 03/11/15 to 3/31/15	
1	Mobilization	1	LS	$1,200.00	$1,200.00	1	$1,200.00
2	Storm Water Pollution Prevention Plan	1	LS	$3,000.00	$3,000.00		
3	Maintenance and Protection of Traffic	1	LS	$1,000.00	$1,000.00	1	$1,000.00
4	Funish & Install 12" C-900 Class 235 PVC Water Line	5613	LF	$27.30	$153,234.90	5100	$139,230.00
5	Funish & Install 12" RW Gate Valves	20	Each	$2,540.00	$50,800.00	17	$43,180.00
6	Lower Sewer Force Main	1	LS	$2,850.00	$2,850.00	1	$2,850.00
				TOTAL	$212,084.90		$187,460.00

10% Retained this Period	$18,746.00
Amount Eligible to be Paid	$168,714.00
Total Retained	$18,746.00
Balance to Finish	$24,624.90

Ship To
City of San Luis
Public Works Transfers Station
1311 North 4th Avenue
San Luis, AZ 85349

Bill To
City of San Luis
Finance
P.O. Box 7740
San Luis, AZ 85349

Purchase Order
No. 2015-00002287

DATE 04/08/2015

VENDOR 6249 - DESERT EXCAVATING

Contact
DESERT EXCAVATING
P.O.BOX 1849
YUMA, AZ 85364

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Angelica Cifuentes

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONSTRUCTION SERVICES - CONSTRUCTION SERVICES–1ST PAYMENT INSTALLMENT FOR NEW WATER MAIN–COUNTY 25TH ST FROM AVE E TO AVE D PROJECT. 300-302—90010.806. - Capital Outlay - Improvements Impact Fees 168,714.00	168,714.0000	$168,714.00
			TOTAL DUE	$168,714.00

CITY OF SAN LUIS, AZ INC. 1979

Special Instructions

1. Shipments may be refunded if the Purchase Order No. is not shown on shippers and bill of lading.
2. Exempt from state local and federal taxes.
3. Substitute will not be accepted without prior approval.
4. C.O.D. or collect shipments will not be accepted.
5. Partial shipments will be accepted if invoiced separately.
6. Receiving hours are 6:00 AM to 3:00 PM Monday thru Friday.
7. Purchase Orders comply with City Procurement Policy Regulations as stated on City Ordinance No. 219.
8. All invoices must be mailed to the Finance Department.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 01/12/2022

Department Head: Melissa Lopez, Deputy City Clerk, City Clerk's Office

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

Action Requested: Motion

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Michael Joseph Basha on behalf of Food City #127 located at 579 N. Main Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Open Public Hearing
   1. Staff and/or applicant presentation
   2. Call to the public on this item

B. Close Public Hearing

C. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Food City #127.

SUMMARY:

Mr. Michael Josep Basha submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201. The City Clerk's office has not received any comments in favor of or against the application. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Food City #127.

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 THE PUBLIC HEARING

C. I MOVE TO RECOMMEND APPROVAL OF LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR FOOD CITY #127 AS PRESENTED

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

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

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

There is no fiscal impact associated with this item.

Attachments

Notice and Application

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: December 21, 2021

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

City Council - City of San Luis

PLACE 1090 E. Union St. SLAZ **DATE/TIME** 1/12/22 @ 7 p.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (928) 341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: **800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928.341.8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

State of Arizona
Department of Liquor Licenses and Control

Created 12/11/2021 @ 09:20:11 AM

Local Governing Body Report

LICENSE

Number:	09140046	Type:	009 LIQUOR STORE
Name:	FOOD CITY #127		
State:	Pending		
Issue Date:		Expiration Date:	07/31/2022
Original Issue Date:	02/29/1976		
Location:	23413 S MAIN STREET SAN LUIS, AZ 85349 USA		
Mailing Address:			
Phone:	(928)627-7700		
Alt. Phone:	(480)940-6722		
Email:	MBASHA@BASHAS.COM		

Currently, this license has pending applications.

AGENT

Name:	MICHAEL JOSEPH BASHA
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

OWNER

Name:	RALEY'S ARIZONA LLC		
Contact Name:	MICHAEL JOSEPH BASHAA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23250789	State of Incorporation:	AZ
Incorporation Date:	07/22/2021		
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA		
Phone:	(480)940-6722		
Alt. Phone:			
Email:	MBASHA@BASHAS.COM		

Officers / Stockholders

Name:	Title:	% Interest:
RALEY'S HOLDING COMPANY	MEMBER	100.00

KENNETH CARROL MUELLER	CFO
HELEN SOFIA SINGMASTER	Secretary
KEITH EDWARD KNOPF	PRESIDENT, CEO

RALEY'S ARIZONA LLC - Secretary
RALEY'S HOLDING COMPANY - Secretary

Name:	HELEN SOFIA SINGMASTER
Gender:	Female
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)373-6394
Alt. Phone:	
Email:	HSINGMAS@RALEYS.COM

RALEY'S ARIZONA LLC - PRESIDENT, CEO
RALEY'S HOLDING COMPANY - PRSEIDENT, CEO

Name:	KEITH EDWARD KNOPF
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(262)951-6862
Alt. Phone:	
Email:	KKNOPF@RALEYS.COM

RALEY'S ARIZONA LLC - CFO
RALEY'S HOLDING COMPANY - CFO

Name:	KENNETH CARROL MUELLER
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)479-3924
Alt. Phone:	
Email:	KMUELLER@RALEYS.COM

RALEY'S ARIZONA LLC - MEMBER

Name:	RALEY'S HOLDING COMPANY
Contact Name:	MICHAEL JOSEPH BASHA
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

RALEY'S HOLDING COMPANY -

Name:	MICHAEL J. TEEL SEPERATE PROPERTY TRUST
Contact Name:	MICHAEL JOSEPH BASHA
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85244 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

MICHAEL J. TEEL SEPERATE PROPERTY TRUST - TRUSTEE

Name:	MICHAEL JAMES TEEL
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85244 USA
Phone:	(916)373-3333
Alt. Phone:	
Email:	MTEEL@RALEYS.COM

MANAGERS

Name:	JENNIFER KALEST THEEL WARNER
Gender:	Female
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(503)477-3307
Alt. Phone:	
Email:	JWARNER3@RALEY.S.COM

****

Name:	KENNETH CARROL MUELLER
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)479-3924
Alt. Phone:	
Email:	KMUELLER@RALEYS.COM

****

Name:	KEITH EDWARD KNOPF
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(262)951-6862
Alt. Phone:	
Email:	KKNOPF@RALEYS.COM

APPLICATION INFORMATION

Application Number:	169856
Application Type:	Owner Transfer TC
Created Date:	11/20/2021

QUESTIONS & ANSWERS

009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
   Yes
   A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
   No
8) Did the Premises phone number change?
   No
10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
   Nearest School: Rio Colorado Elementary, 1055 Main Street, San Luis, AZ 85349 - 3,168 feet
   Nearest Church: Centro Misionero Yireh, 706 Main Street, San Luis, AZ 85349 - 770 feet
11) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
12) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   Standard contract remedies for damages against the tenant.
13) What is the total money borrowed for the business not including the lease?
   Please list lenders/people owed money for the business.
   Total for Entire Consolidated Business Operations of Raley's Holding Company: $500,000,000
   (Wells Fargo Bank, NA, 400 Capitol Mall, Suite 700, Sacramento, CA 95814)
14) Is there a drive through window on the premises?
   No
15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
   N/A

16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
N/A

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Alien Status Form - Michael Basha - Executed.pdf	11/20/2021
ALIEN STATUS	Alien Status Form - Michael Teel - Executed.pdf	11/20/2021
MISCELLANEOUS	Bill of Sale - Executed.pdf	11/20/2021
ORGANIZATIONAL DOCUMENTS	Filed and Approved Articles of Organization for Raley's Arizona LLC 4836-6730-6483_1.pdf	11/20/2021
INTERIM PERMIT (INP) NOTARY PAGE	Interim Permit Notary Page - Food City #127 - License No. 09140046.pdf	11/20/2021
MISCELLANEOUS	Organizational Chart.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Helen Singmaster - Food City #127 - License No. 09140046.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Jennifer Warner - Food City #127 - License No. 09140046.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Keith Knopf - Food City #127 - License No. 09140046.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Kenneth Mueller - Food City #127 - License No. 09140046.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Michael Basha - Food City #127 - License No. 09140046.pdf	11/20/2021
QUESTIONNAIRE	Questionnaire - Michael Teel - Food City #127 - License No. 09140046.pdf	11/20/2021
DIAGRAM/FLOOR PLAN	Site Plan - Food City #127 - License No. 09140046.pdf	11/20/2021
MISCELLANEOUS	Training Certificates - Michael Basha.pdf	11/20/2021

'21 NOV 26 Liq. Lic. AM10:26

Organizational Chart

Michael James Teel, Trustee of the Michael J. Teel Separate Property Trust dated January 12, 2001 for the benefit of Michael James Teel

Owner of 100% of Voting Stock of Raley's Holding

Raley's Holding Company

Officers: Keith Edward Knopf (President and Chief Executive Officer), Kenneth Carrol Mueller (Chief Financial Officer), Helen Sofia Singmaster (Secretary)

Sole Member and Owner of 100% of Raley's Arizona LLC

Raley's Arizona LLC

Managers: Keith Edward Knopf, Kenneth Carrol Mueller, Jennifer Kalest Theel Warner

Officers: Keith Edward Knopf (President and Chief Executive Officer), Kenneth Carrol Mueller (Chief Financial Officer), Helen Sofia Singmaster (Secretary)

'21 NOV 26 Liq. Lic. AM10:26

Name (Last, First, Middle)	Title	Mailing Address (City, State, Zip)
Teel, Michael James	Owner	500 West Capitol Avenue, West Sacramento, CA 95605
Knopf, Keith Edward	President and Chief Executive Officer (Raley's Holding Company) Manager, President, and Chief Executive Officer (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Mueller, Kenneth Carrol	Chief Financial Officer (Raley's Holding Company) Manager and Chief Financial Officer (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Warner, Jennifer Kalest Theel	Manager (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Singmaster, Helen Sofia	Secretary (Raley's Holding Company, Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605

'21 NOV 26 Liq. Lic. AM10:26

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTS lawful currency of the Unites States of America, and other good and valuable consideration, receipt of which is hereby acknowledged, the SELLER:

BASHAS' INC., an Arizona corporation, hereby grants, bargains, sells, and transfers unto the BUYER:

RALEY'S ARIZONA LLC, an Arizona limited liability company, and its successors or assigns, to have and to hold forever, the following described personal property, goods and chattels:

Those certain Arizona liquor licenses set forth in Exhibit A hereto.

FURTHERMORE, Seller warrants that it is the lawful owner of said goods and hereby certifies, under oath, that it has good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens, and other encumbrances whatsoever. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: October 14, 2021

Bashas' Inc., an Arizona corporation

Edward Najeeb Basha III, President

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me, a notary public, this 14th day of October, 2021, by Edward Najeeb Basha III, as President of Bashas' Inc., an Arizona corporation.

Vicki S. Hemming
Notary Public

VICKI S. HEMMING
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 574924
Expires December 26, 2023

'21 NOV 26 Liq. Lic. AM10:26

Exhibit A

Arizona Liquor Licenses

Liquor License Number
09070044
09070478
09110051
09070033
09070032
09070039
09070034
09070741
09070027
09030045
09110023
09070045
09070046
09130003
09080004
09130004
09050015
09070652
09070691
09070121
09070759
09070052
09070038
09130005
09070054
09100144
09090005
09040033
09070260
09070666
09120003
09070031
07070156
09070258
09070253
07070287
09150005

'21 NOV 26 Liqr. Lic. #11026

Liquor License Number
09070271
09030017
09100231
09100028
09070042
09070354
09100215
09100030
9110056
09110052
09074000
07070774
09070387
09090037
09070259
07070095
09070342
09130018
09060012
09070700
09070644
09070415
09070003
09100131
09070395
09070651
09070737
09070255
09070269
09080019
09110004
09070473
09020058
09070037
09140038
09080003
09079018
09079017
09070030
09010024

Liquor License Number
07103001
09109002
09070656
09140004
09140046
09070060
09070374
09070117
09100225
09070119
09100233
09070239
09100021
09070372
09070404
09070616
09070632
09070631
09070643
09070647
09070705
09100032
09070132
09070660
09070659
09100088
09070459
09070618
09100242
09100035
09070015
09070035
07073603

'21 NOV 26 Liq. Lic. AM10:26

FOR DLLC USE ONLY
INP number: INP14001650B
Date Approved: 12-14-2021
Expiration: 3-29-2022
CSR: AP
Fee: $100.00

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

#169856
IP #169864

Interim Permit (INP) Notary Page

For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01(A)

1. Enter license number currently at the location: 09140046

2. Is the license currently in use? ☑ Yes ☐ No If no, how long has it been out of use? _____

NOTARY

I (Print Full Name) MICHAEL JOSEPH BASHA hereby declare that I am the Individual Owner, Agent, or Controlling Person on the stated license and location.

Signature: _____

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 12/24/24 (Date)

15 (Day) Day of October (Month) 2021 (Year)

MARILYN CHAPMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 582792
Expires June 24, 2024

Marilyn Chapman
Signature of Notary

Individuals requiring ADA accommodations please call (602)542-2999

State of Arizona
Department of Liquor Licenses and Control

Created 12/14/2021 @ 10:40:26 AM

Local Governing Body Report

LICENSE

Number:	INP140016508	Type:	INP INTERIM PERMIT
Name:	FOOD CITY #127		
State:	Active		
Issue Date:	12/14/2021	Expiration Date:	03/29/2022
Original Issue Date:	12/14/2021		
Location:	23413 S MAIN STREET SAN LUIS, AZ 85349 USA		
Mailing Address:			
Phone:	(928)627-7700		
Alt. Phone:	(480)940-6722		
Email:	MBASHA@BASHAS.COM		

AGENT

Name:	MICHAEL JOSEPH BASHA
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

OWNER

Name:	RALEY'S ARIZONA LLC		
Contact Name:	MICHAEL JOSEPH BASHAA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23250789	State of Incorporation:	AZ
Incorporation Date:	07/22/2021		
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA		
Phone:	(480)940-6722		
Alt. Phone:			
Email:	MBASHA@BASHAS.COM		

Officers / Stockholders

Name:	Title:	% Interest:
RALEY'S HOLDING COMPANY	MEMBER	100.00

KENNETH CARROL MUELLER	CFO
HELEN SOFIA SINGMASTER	Secretary
KEITH EDWARD KNOPF	PRESIDENT, CEO

RALEY'S ARIZONA LLC - Secretary
RALEY'S HOLDING COMPANY - Secretary

Name:	HELEN SOFIA SINGMASTER
Gender:	Female
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)373-6394
Alt. Phone:	
Email:	HSINGMAS@RALEYS.COM

RALEY'S ARIZONA LLC - PRESIDENT, CEO
RALEY'S HOLDING COMPANY - PRSEIDENT, CEO

Name:	KEITH EDWARD KNOPF
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(262)951-6862
Alt. Phone:	
Email:	KKNOPF@RALEYS.COM

RALEY'S ARIZONA LLC - CFO
RALEY'S HOLDING COMPANY - CFO

Name:	KENNETH CARROL MUELLER
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)479-3924
Alt. Phone:	
Email:	KMUELLER@RALEYS.COM

RALEY'S ARIZONA LLC - MEMBER

Name:	RALEY'S HOLDING COMPANY
Contact Name:	MICHAEL JOSEPH BASHA
Type:	CORPORATION
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

RALEY'S HOLDING COMPANY -

Name:	MICHAEL J. TEEL SEPERATE PROPERTY TRUST
Contact Name:	MICHAEL JOSEPH BASHA
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85244 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

MICHAEL J. TEEL SEPERATE PROPERTY TRUST - TRUSTEE

Name:	MICHAEL JAMES TEEL
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85244 USA
Phone:	(916)373-3333
Alt. Phone:	
Email:	MTEEL@RALEYS.COM

MANAGERS

Name:	JENNIFER KALEST THEEL WARNER
Gender:	Female
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(503)477-3307
Alt. Phone:	
Email:	JWARNER3@RALEY.S.COM

****

Name:	KENNETH CARROL MUELLER
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(916)479-3924
Alt. Phone:	
Email:	KMUELLER@RALEYS.COM

****

Name:	KEITH EDWARD KNOPF
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(262)951-6862
Alt. Phone:	
Email:	KKNOPF@RALEYS.COM

APPLICATION INFORMATION

Application Number:	169864
Application Type:	New Application
Created Date:	11/20/2021

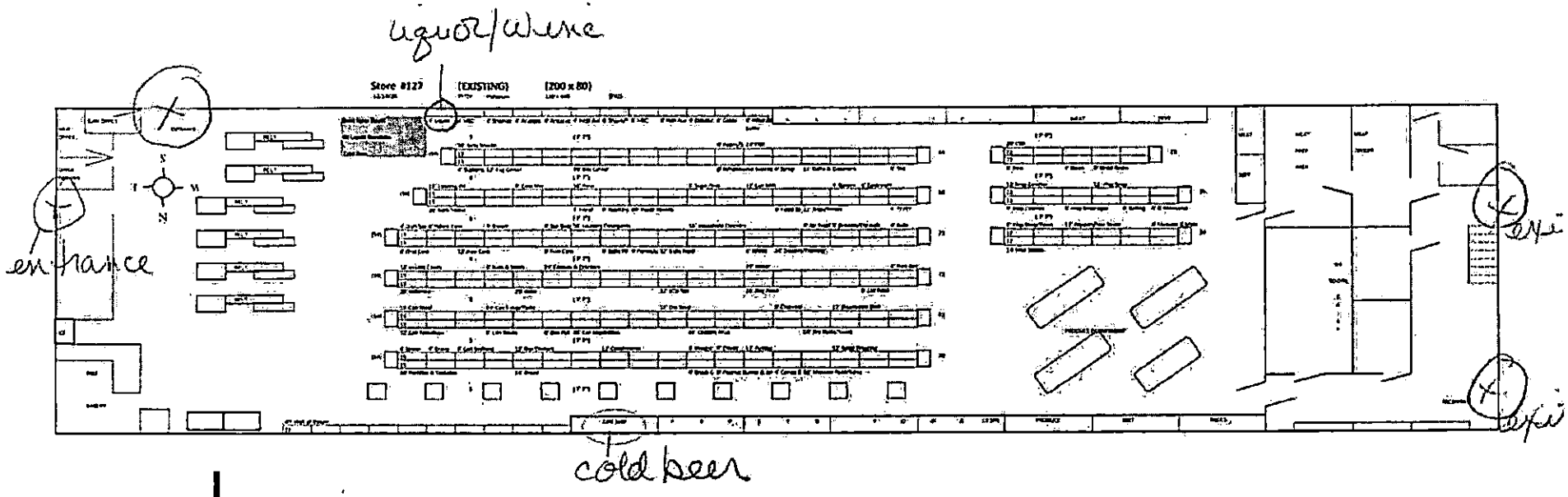
QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location

2) Is the license currently in use?

3) Will you please submit section 5, page 6, of the license application when you reach the upload page?



Total Sq ft 16,106
Total Lfg 1,632

NORTH

'21 NOV 26 Liq. Lic. #11027

'21 NOV 26 Liq. Lic. #10127

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. Check the Appropriate Box →

☐ Controlling Person	☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: BASHA, MICHAEL JOSEPH (Last / First / Middle) Birth Da[redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License [redacted] State: AZ

4. Place of birth: PHOENIX, AZ USA (City / State / COUNTRY (not county)) Height: 5'7" Weight: 160 Eyes: BRN Hair: BRN

5. Name of current/most recent spouse: N/A (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residenc[redacted]

7. Daytime telephone number: 480-940-6722 E-mail address: mbasha@bashas.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/1983	CURRENT	VP, RETAIL GROCERY	BASHAS' INC., 22402 S. BASHA ROAD, CHANDLER, AZ 85248

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)* '21 NOV 26 Liq. Lic. #1027

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/12	CURRENT	16213 S 29TH DRIVE, PHOENIX, AZ 85048

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ Yes ☐ No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) MICHAEL JOESPH BASHA hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 10th Day of November 2021

My Commission Expires on: 6/24/24 Date

MARILYN CHAPMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 582792
Expires June 24, 2024

Marilyn Chapman
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liq. Lic. #10127

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) MICHAEL JOSEPH BASHA

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City PHOENIX State (or equivalent) ARIZONA Country or Territory MARICOPA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: ARIZONA DRIVER'S LICENSE
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

'21 NOV 26 Liq. Lic. #10027

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☑ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

'21 NOV 26 Liqr. Lic. #11027

SECTION IV - DECLARATION

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

MICHAEL JOSEPH BASHA
Individual Owner/Agent Printed Name

Individual Owner/Agent Signature

10/13/21
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'21 NOV 26 Liq. Lic. AM1027

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Teel, Michael James (Last / First / Middle) Birth Da[redacted] (NOT a public record)

3. Social Security #[redacted] Driver License#: [redacted] State: Nevada

4. Place of birth: Sacramento, CA, U.S.A. (City / State / COUNTRY (not county)) Height: 5'6" Weight: 152 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Teel, Julie Rollofson (Last / First / Middle) Birth [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 373-3333 E-mail address: mteel@raleys.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/2010	CURRENT	Chairman	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95606

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2020	CURRENT	20 Crystal Drive, Crystal Bay, NV 89402
11/1999	8/2020	4100 Folsom Blvd #10B, Sacramento, CA 95819

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Michael James Teel hereby declare that I am the Agent/ Controlling Person/ Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

_____ Day of _____, _____
Day Month Year

See attached
_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liq. Lic. #1027

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo }

On October 14, 2021 - before me, Gail A. Davis, Notary Public.
Date *Here Insert Name and Title of the Officer*

personally appeared Michael James Teel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL A. DAVIS
COMM. #2273812
NOTARY PUBLIC • CALIFORNIA
YOLO COUNTY
Comm. Exp. JAN. 27, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and
Document Date: _____ Number of Pages: Control
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☒ Partner – ☐ Limited ☐ General	☒ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of $200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a $3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a $20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Raley's Store #445 (Lodi, California): In or around August 28, 2019, the CABC cited Raley's Store #445, located at 311 South Lower Sacramento Road, Lodi, California 95242, for the sale of alcohol to a minor decoy. In or around November 20, 2019, the CABC issued an order permanently staying a 10-day suspension of the location's California liquor license provided there are no further violations within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #227 (Roseville, California): In or around May 16, 2018, the CABC cited Raley's Store #227, located at 1915 Douglas Blvd., Roseville, California 95661, for the sale of alcohol to a minor decoy. In or around September 4, 2018, the CABC issued a stipulated decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a $3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

Bel Air Store #510 (Sacramento, California): In or around April 14, 2018, the CABC cited Bel Air Store #510, located at 1540 West El Camino Avenue, Sacramento, California 95833, for the sale of alcohol to a minor decoy. In or around July 11, 2018, the CABC and Raley's agreed to a stipulated suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #309 (Merced, California): In or around November 10, 2017, the CABC cited Raley's Store #309, located at 3550 North G Street, Merced, California 95348, for the sale of alcohol to a minor decoy. In or around April 23, 2018, the CABC issued an order imposing a $3,000 fine in lieu of a license suspension. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around July 26, 2017, the CABC cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around February 22, 2018, the CABC ordered a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, the matter is now closed.

Raley's Store #249 (Chico, California): In or around May 5, 2017, the CABC cited Raley's Store #249, located at 2485 Notre Dame Boulevard, Chico, California 95928, for the sale of alcohol to a minor decoy. In or around September 11, 2017, the CABC issued a decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Doing Business as Aisle 1 Fuel Station #450 (Folsom, California): In or around November 10, 2016, the CABC cited Aisle 1 Fuel Station #450, located at 25045 Blue Ravine Rd., Folsom, California 95630, for the sale of alcohol to a minor decoy. In or around March 2, 2017, the CABC issued an order imposing a $5,810.13 fine in lieu of a suspension of the location's California liquor license. To my knowledge, the matter is now closed. Raley's no longer own this fuel station.

'21 NOV 26 Liq. Lic. AM10:2

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a $20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.

Signature

Michael Tee

Printed Name

10/14/21

Date

'21 NOV 26 Liq. Lic. AM10:28

Arizona Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE; FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Mueller, Kenneth Carrol (First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: California

4. Place of birth: Fond du Lac, WI, U.S.A. (City / State / COUNTRY (not county)) Height: 5'6" Weight: 150 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Mueller, Brigitte B (Last / First / Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 479-3924 E-mail address: Kmueller@raleys.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/1997	CURRENT	Chief Financial Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'21 NOV 26 Liq. Lic. AM10:28

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/1999	CURRENT	848 Brown Drive, El Dorado Hills, CA 95762

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Kenneth Carrol Mueller hereby declare that I am the Agent/Controlling Person/Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Kenneth Mueller State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

_____ Day of _____ Month, _____ Year

_____ Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liqr. Lic. #M1028

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo }

On October 14, 2021 before me, Gail A. Davis Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kenneth Carrol Mueller
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL A. DAVIS
COMM. #2273512
NOTARY PUBLIC • CALIFORNIA
YOLO COUNTY
Comm. Exp. JAN. 27, 2023

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and Control
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of $200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a $3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a $20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Raley's Store #445 (Lodi, California): In or around August 28, 2019, the CABC cited Raley's Store #445, located at 311 South Lower Sacramento Road, Lodi, California 95242, for the sale of alcohol to a minor decoy. In or around November 20, 2019, the CABC issued an order permanently staying a 10-day suspension of the location's California liquor license provided there are no further violations within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #227 (Roseville, California): In or around May 16, 2018, the CABC cited Raley's Store #227, located at 1915 Douglas Blvd., Roseville, California 95661, for the sale of alcohol to a minor decoy. In or around September 4, 2018, the CABC issued a stipulated decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a $3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

Bel Air Store #510 (Sacramento, California): In or around April 14, 2018, the CABC cited Bel Air Store #510, located at 1540 West El Camino Avenue, Sacramento, California 95833, for the sale of alcohol to a minor decoy. In or around July 11, 2018, the CABC and Raley's agreed to a stipulated suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #309 (Merced, California): In or around November 10, 2017, the CABC cited Raley's Store #309, located at 3550 North G Street, Merced, California 95348, for the sale of alcohol to a minor decoy. In or around April 23, 2018, the CABC issued an order imposing a $3,000 fine in lieu of a license suspension. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around July 26, 2017, the CABC cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around February 22, 2018, the CABC ordered a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, the matter is now closed.

Raley's Store #249 (Chico, California): In or around May 5, 2017, the CABC cited Raley's Store #249, located at 2485 Notre Dame Boulevard, Chico, California 95928, for the sale of alcohol to a minor decoy. In or around September 11, 2017, the CABC issued a decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Doing Business as Aisle 1 Fuel Station #450 (Folsom, California): In or around November 10, 2016, the CABC cited Aisle 1 Fuel Station #450, located at 25045 Blue Ravine Rd., Folsom, California 95630, for the sale of alcohol to a minor decoy. In or around March 2, 2017, the CABC issued an order imposing a $5,810.13 fine in lieu of a suspension of the location's California liquor license. To my knowledge, the matter is now closed. Raley's no longer own this fuel station.

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a $20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.

Kenneth Mueller
Signature

Kenneth Mueller
Printed Name

10-14-2021
Date

'21 NOV 26 Liq. Lic. #10028

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Singmaster, Helen Sofia (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License #: [redacted] State: California

4. Place of birth: Rio Piedras, Puerto Rico, U.S.A. (City / State / COUNTRY (not county)) Height: 5'7" Weight: 165 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Kelly, Paul Roger (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 373-6394 E-mail address: hsingmas@raleys.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/2000	CURRENT	Vice President, General Counsel, and Secretary	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

'21 NOV 26 Liqr. Lic. AM10:28

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
1/2003	CURRENT	2136 Dinosaur Place, Davis, CA 95616

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Helen Sofia Singmaster hereby declare that I am the Agent/Controlling Person/Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

_____ Day of _____, _____ Day Month Year

See attached

_____ Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liq. Lic. #11028

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On October 11, 2021 *Date* before me, Gail A. Davis, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Helen Sofia Sigmaster *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL A. DAVIS
COMM. #2273612
NOTARY PUBLIC • CALIFORNIA
YOLO COUNTY
Comm. Exp. JAN. 27, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and Control
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

'21 NOV 26 Liq. Lic. AM10:28

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

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Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

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'21 NOV 26 Liq. Lic. AM10:29

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a $20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.

Signature

Helen Singmaster
Printed Name

10/11/21
Date

'21 NOV 26 Liq. Lic. #10029

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Warner, Jennifer Kalest Theel (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver [redacted] State: Oregon

4. Place of birth: Salt Lake City, UT, USA (City / State / COUNTRY (not county)) Height: 6'0" Weight: 140 Eyes: GR Hair: BR

5. Name of current/most recent spouse: Frey, Cara Jennifer (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: (503) 477-3307 E-mail address: jwarner3@raleys.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
5/2020	CURRENT	Chief Administrative Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95606
3/2020	5/2020	Unemployed	2122 NE Alameda Street, Portland, OR 97212
12/2017	3/2020	Vice President of Legal	Columbia Sportswear, 14375 NW Science Park Drive, Portland, OR 97229
12/2016	12/2017	Chief Development Officer	Tangible Law, 2122 NE Alameda Street, Portland, OR 97212
5/2011	12/2016	Global Chief Compliance Officer and General Counsel, Americas	XPO (Formerly Con-way), 1717 Northwest 21st Avenue, Portland, OR 97209

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'21 NOV 26 Liq. Lic. AM10:29

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2020	CURRENT	600 Shangri Lane, Sacramento CA 95825
5/2020	8/2020	1827 J Street, Sacramento, CA 95825
12/2016	Current	2122 NE Alameda Street, Portland, OR 97212
10/2004	12/2016	3605 NE 16th Avenue, Portland, OR 97212

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Jennifer Kalest Theel Warner hereby declare that I am the Agent/(Controlling Person)/Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

_____ Day of _____, _____ Month Year

See Attached

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liqr. Lic. AM10:29

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo }

On _____ before me, Gail A. Davis Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jennifer Kalest Theel Warner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL A. DAVIS
COMM. #2273812
NOTARY PUBLIC • CALIFORNIA
YOLO COUNTY
Comm. Exp. JAN. 27, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and Control
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney In Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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'21 NOV 26 Liqr. Lic. #1029

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of $200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a $3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a $20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Raley's Store #445 (Lodi, California): In or around August 28, 2019, the CABC cited Raley's Store #445, located at 311 South Lower Sacramento Road, Lodi, California 95242, for the sale of alcohol to a minor decoy. In or around November 20, 2019, the CABC issued an order permanently staying a 10-day suspension of the location's California liquor license provided there are no further violations within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

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Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a $3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

Bel Air Store #510 (Sacramento, California): In or around April 14, 2018, the CABC cited Bel Air Store #510, located at 1540 West El Camino Avenue, Sacramento, California 95833, for the sale of alcohol to a minor decoy. In or around July 11, 2018, the CABC and Raley's agreed to a stipulated suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

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'21 NOV 26 Liq. Lic. AM10:29

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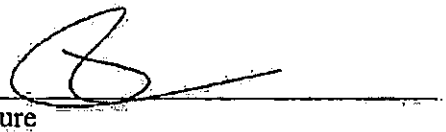
Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.



Signature

Jennifer Warner

Printed Name

10/11/21

Date

'21 NOV 26 Liqr. Lic. AM10:29

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09140046

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Knopf, Keith Edward (Last / First / Middle) Birth [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License: [redacted] State: California

4. Place of birth: Saint Louis County, MO, USA (City / State / COUNTRY (not county)) Height: 5'11" Weight: 186 Eyes: Brown Hair: Black/Gray

5. Name of current/most recent spouse: Knopf, Deborah Sue (Last / First / Middle) Bir[redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: (262) 951-6862 E-mail address: kknopf@raleys.com

8. Business Name: Food City #127 Business Phone: 928 / 627 / 7700

9. Business Location Address: 579 N. Main Street, San Luis, AZ, Yuma County, 85349 (Street (do not use PO Box) / City / State / County / Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/2018	CURRENT	Chief Executive Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605
2/2017	9/2018	President	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605
5/2015	2/2017	Chief Operations Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2999

'21 NOV 26 Liq. Lic. #10129

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
5/2015	CURRENT	4630 Carmen Drive, El Dorado Hills, CA 95762

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Keith Edward Knopf hereby declare that I am the Agent, (Controlling Person) Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of _____ County of _____

The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ _____ Day of _____, _____
Date — Day — Month — Year

See attached
_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 NOV 26 Liq. Lic. AM10:29

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On October 11, 2021 before me, Gail A. Davis, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Keith Edward Knopf
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GAIL A. DAVIS
COMM. #2273812
NOTARY PUBLIC • CALIFORNIA
YOLO COUNTY
Comm. Exp. JAN. 27, 2023

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and
Document Date: Number of Pages: (Intl)
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

'21 NOV 26 Liqr. Lic. #M1029

Questionnaire – Signed Statement in Response to Question 18

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Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.

Signature

Keith E. Knopf

Printed Name

10/11/21

Date

'21 NOV 26 Liq. Lic. #10:27

Certificate # On-line

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a state-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Michael Joseph Basha
Full Name (please print)

Signature

10/27/2021
Training Completion Date

10/27/2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

M Mereco Inc. - AAEC
Company Name

736 S. Longmore St. Chandler AZ 85224
Mailing Address

602-738-1421
Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Lauren Merrett — 10/27/2021
Instructor Signature

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'21 NOV 26 Liq. Lic. A10:27

Certificate #: On-line

- [X] On-sale
- [X] Off-sale
- [X] On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Michael Joseph Basha
Full Name (please print)

Signature

10/27/2021
Training Completion Date

10/27/2024
Certificate Expiration Date
(three years from completion date)

Training Provider Information

M. Mereco Inc. - AAEC
Company Name

736 S. Longmore St. Chandler AZ 85224
Mailing Address

602-738-1421
Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)
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Lauren Merrett
Instructor Signature

10/27/2021

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July 11, 2013

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 01/12/2022

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase Virtual Reality (VR) training program and equipment using Fiscal Year 2022 Capital Project Budgeted funds. **(Richard Jessup, Chief of Police)**

SUMMARY:

The San Luis Police Department is seeking approval for the purchase of a Virtual Reality Training Program for the Axon Taser 7. We would like to use the remaining funds from the FY 2022 Capital Project purchase of the body worn cameras. The savings we expect to realize from the Body Cameras purchase are $35,570.71, and the cost for the Virtual Reality Program will be $31,173.50. We are also requesting for approval to make the purchase as a sole source, using procurement code 3.05.020 Exclusive Services.

In this new era of policing, there is also a new approach to police training. With Axon's Virtual Reality (VR) training, they prepare officers for complex real-world situations by bringing the best immersive content to devices that can be used wirelessly anywhere, and pairing it with a robust training platform.

The purchase contract with Axon will be for a term of five (5) years, to be paid upfront for the whole term. We are requesting to use these remaining funds to take advantage of the Early Adopter Pricing Option provided by Axon. If the purchase is made after January 2022, the cost will increase by $18,106.00 for the same product. The total amount for the purchase of 45 Officers for 5 years of VR Community Engagement Training and Simulator Training, and all related equipment, warranties, training, and tax will be $31,173.50. At the end of the five-year term, the contract will be reviewed and renegotiated based on the needs and new technology at that time.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO PROCEED WITH THE PURCHASING PROCEDURES TO PURCHASE THE VIRTUAL REALITY (VR) TRAINING PROGRAM AND EQUIPMENT FOR THE SAN LUIS POLICE DEPARTMENT , FOR A TOTAL AMOUNT OF $31,173.50, AND APPROVE A BUDGET TRANSFER FROM CAPITAL OUTLAY ACCOUNT TO THE SOFTWARE SUPPORT ACCOUNT AS PRESENTED IN THE FISCAL IMPACT OF THIS AGENDA.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$31,173.50
BUDGETED AMOUNT:	See fiscal impact stmt

AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-999-90020 Capital Outlay $35,570.71

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

The total amount for the purchase of 45 Officers for 5 years of VR Community Engagement Training and Simulator Training, and all related equipment, warranties, training, and tax will be $31,173.50. We have savings of $35,570.71 in the Capital Projects account due to savings in the purchase of body cameras. We are requesting approval to council to approve a budget transfer of $31,173.50 from Capital Outlay Account 100-999-90020 to the software use/support account 100-181-70040.

Attachments

Quote

Sole Source Letter

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-356425-44523.977TC

Issued: 11/23/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 02/01/2022

Account Number: 122134

Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-1030 E UNION ST 1030 E UNION ST SAN LUIS, AZ 85349 USA	San Luis Police Dept. - AZ PO Box 3720 San Luis, AZ 85349-3720 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@taser.com Fax: 480-463-2200	Phone: (928) 627-8881 Email: aguevara@sanluisaz.gov Fax: (928) 341-2477

Program Length	60 Months
TOTAL COST	$29,000.00
ESTIMATED TOTAL W/ TAX	$31,173.50

Bundle Savings	$0.00
Additional Savings	$6,645.60
TOTAL SAVINGS	$6,645.60

PAYMENT PLAN

PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Jan, 2022	$434.70	$6,234.70
Year 2	Jan, 2023	$434.70	$6,234.70
Year 3	Jan, 2024	$434.70	$6,234.70
Year 4	Jan, 2025	$434.70	$6,234.70
Year 5	Jan, 2026	$434.70	$6,234.70

Quote Details

Bundle Summary

Item	Description	QTY
DynamicBundle	Dynamic Bundle	1
VRCK	VR Controller Kit	1
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2027 Total: 0 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20378	HTC SUNRISE VR HEADSET	2	$1,800.00	100.00%	$0.00	$0.00	$0.00
Other	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	2	$5.63	100.00%	$0.00	$0.00	$0.00

Bundle: VR Controller Kit Quantity: 1 Start: End: Total: 0 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	1	$200.00	100.00%	$0.00	$0.00	$0.00
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	1	$750.00	100.00%	$0.00	$0.00	$0.00
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	$1,000.00	100.00%	$0.00	$0.00	$0.00
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	$60.00	100.00%	$0.00	$0.00	$0.00
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	$90.00	100.00%	$0.00	$0.00	$0.00
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	$90.00	100.00%	$0.00	$0.00	$0.00

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 1/31/2027 Total: 2000 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20379	VR 1-DAY SERVICE	1	$2,000.00	0.00%	$0.00	$2,000.00	$2,000.00

Bundle: Dynamic Bundle	Quantity: 1	Start: 2/1/2022	End: 1/31/2027	Total: 27000 USD				
Category	**Item**	**Description**	**QTY**	**List Price**	**Discount**	**Tax**	**Net Price**	**Total(USD)**
Other	20371	FULL VR TASER 7 CERT UPGRADE USER ACCESS	45	$10.00	0.00%	$2,173.50	$10.00	$27,000.00

Hardware

Requested Ship Date	Item	Description	QTY
01/01/2022	20378	HTC SUNRISE VR HEADSET	2
01/01/2022	20188	VR CONTROLLER KIT PELICAN CASE	1
01/01/2022	20298	VR-ENABLED GLOCK 17 CONTROLLER	1
01/01/2022	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	2
01/01/2022	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1
01/01/2022	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2
01/01/2022	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2
01/01/2022	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/23/2021

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2/10/2021

To: ***San Luis Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions

TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ CEW

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services

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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with

an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Energy Weapons (CEWs):
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   -
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 20012
   - Close Quarter cartridge, 12 degrees, Model 20013

4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152

6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible

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with both the X26P and X2 CEWs.
- TASER CAM HD replacement battery Model: 26764
- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763

7. Power Modules (Battery Packs) for TASER 7 CEWs:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019

8. Battery Packs for X26P and X2 CEWs:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116

9. TASER 7 Dock:
   - TASER 7 Dock Core and Multi-bay Module: 74200

10. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

12. CEW Holsters:
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

13. TASER Simulation Suit II Model 44550

14. TASER 7 conductive target Model: 80087

15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)
- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability

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- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

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- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence

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- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and

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funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application
- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services
- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application
- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records
- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other

systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs

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- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

AXON

Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554

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- Epaulette Mount Model: 11546
- Ballcap Mount Model: 11547
- Ballistic Vest Mount Model: 11555

7. Universal Helmet Mount Model: 11548

8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

9. Axon Body 2 Camera Model: 74001

10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

11. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024

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- Axon Fleet Bluetooth Dongle: 74027

11. Axon Signal Unit Model: 70112

12. Axon Dock Models:
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    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.

3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.

5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.

9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 01/12/2022

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the amendment to the Kimley Horn and Associates, Inc. contract 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)**

SUMMARY:

On October 13, 2021, the City of San Luis awarded a contract to Kimley Horn Inc. for the development of the origin/destination, parking and circulation study in the amount of $144,730.00. The contract included a reduced scope of work eliminating several tasks due to funding constraints.
The City submitted a $75,000.00 request to the Arizona Department of Transportation (ADOT) to cover the full scope of work. The Yuma Metropolitan Planning Organization (YMPO) executive board approved granting the city a contribution of $35,000.00 for the origin and destination study and $75,000.00 for the circulation study. ADOT agreed to reimburse YMPO for the $75,000.00. Staff is working with the YMPO staff in an intergovernmental agreement between the City of San Luis and YMPO for the allocated funds. In the essence of time and in order to collect all the data as required by the original scope of work, the City would like to proceed to amend the contract with Kimley Horn and Associates, Inc. to include the tasks reduced by the scope of work. The contract amendment would include an additional $63,875.00 to include modifications to tasks 1-7 of the scope of work and a final contract amount of $208,605.00.

Staff recommends amending the Kimley Horn and Associates contract as presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AMENDMENT TO THE KIMLEY HORN AND ASSOCIATES, INC. CONTRACT IN THE AMOUNT OF $63,875.00 FOR A FINAL CONTRACT AMOUNT OF $208,605.00, AS PRESENTED, AND TO APPROVE BUDGET TRANSFER AS STATED IN THIS ITEM FISCAL IMPACT STATEMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$208,605.00
BUDGETED AMOUNT:	$145,000
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement

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

The fiscal impact includes:
$70,000.00 from the origin and destination study ($50,000) and ($20,000) from the council contingency funds transferred to GL 255-210-90010;
$75,000 from the Circulation Study, GL 100-999-90015;

Staff is requesting to move budget capacity from the Cesar Chavez grant from account 255-210-90010 to account 100-999-90015 in the amount of $ $63,875.00 to cover the full scope of work.

Attachments

Amendment No. 1 to Agreement Kimley Horn

Amendment 1-Scope of Work

Amendment No. 1 - Fee Schedule

Kimley Horn Contract

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated January 12, 2022 to the agreement between City of San Luis ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 13, 2021 (“the Agreement") concerning San Luis origin/destination analysis, parking analysis and circulation study(the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

As stated in attachment A, amendment 1, scope of work.

The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as followed:

Additional services will be performed in task 1-7 as stated in the original scope of work and amendment to include additional labor fee expenses.

Consultant and Client agree to the following general schedule in connection with the services set forth above:

There are no changes to the original schedule as stated in the original contract.

For the services set forth above, Client shall pay Consultant the following compensation:

CLIENT:	CONSULTANT:
_____	KIMLEY-HORN AND ASSOCIATES, INC.
By: _Gerardo Sanchez_____	By: _____
Title: ___Mayor_____	Title: _____
Date: _____	Date: _____

Kimley»Horn

Attachment A – Amendment 1 Scope of Work

This Scope of Work describes additional services to be performed as Amendment 1 by Kimley-Horn and Associates, Inc. for the San Luis Port of Entry Impact Study. These services are to be performed in addition to the original contract Scope of Work, dated October 13, 2021.

TASK 1. PROJECT MANAGEMENT

- Conduct an in-person kick-off meeting with City staff in lieu of a virtual kick-off meeting.
- Present to the San Luis City Council at up to two key points during the study process in lieu of developing presentations for City staff to deliver.
- Present to the YMPO TAC in-person in lieu of a virtual presentation.
- Prepare for and provide updates on the San Luis Port of Entry Impact Study at up to eight (8) virtual meetings and two (2) in-person meetings of a Regional Technical Advisory Committee to be established.

Supplemental Deliverables:

- Presentation materials for Regional Technical Advisory Committee meetings and summary notes.

TASK 2. TRAFFIC DATA COLLECTION

- Collect four (4) volume and classification counts that duplicate YMPO count locations for which historical data is available, to compare data for a typical Friday, Saturday, and Monday at each location. Locations will be provided by YMPO.

Supplemental Deliverables:

- Raw count data sheets for YMPO duplicate segment classification counts.

TASK 4. VEHICULAR AND PEDESTRIAN INTERCEPT SURVEY

- Conduct the vehicular and pedestrian intercept survey for two additional days during the peak period (November through January) and over four days during the Spring off-peak period (April through May), noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.

Supplemental Deliverables:

- Raw survey results for supplemental survey dates.
- Survey results summaries and graphics for supplemental survey dates.

TASK 6. PARKING ANALYSIS

Kimley-Horn will perform a parking study to identify potential actions the City can consider to manage parking in the downtown area. This task consists of three subtasks:

- **Establish Existing Demand.** Identify the number of vehicles that use publicly accessible on- and off-street parking spaces within the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4th Avenue, and Urtuzuastegui Street; where they typically park; and at which times of day experience the highest parking demands.

- *Interviews.* The City will provide Kimley-Horn with contact information for up to five (5) major agricultural employers that run private shuttle operations in San Luis with whom we will engage. We will distribute an email inquiry to employers followed by telephone interviews, if necessary, to identify:
  - How many buses they run on a typical day to shuttle workers from downtown San Luis to agricultural fields.
  - Where they park their buses when they are not in use.
  - Where they currently pick up and drop off workers in downtown San Luis.
  - Where they believe workers are parking their private vehicles.
  - Responsiveness to potential circulation and parking recommendations, such as consolidated pick-up/drop-off areas for workers, remote parking locations, etc.
- *Drone Occupancy Data Collection.* We will collect and use drone footage to verify vehicle supply and occupancy throughout the study area. We will collect up to 12 hours of drone footage over the course of one day to capture the arrival of vehicles and then every 1.5 to two hours throughout the day. We will then use a counter tool to quantify changes in occupancy by time of day.

- **Parking Management Strategies.** Based on the data collected, our team will identify parking management strategies that will help mitigate parking demands and encourage compliance with parking regulations. These strategies may include, but are not limited to the following:
  - Centralized, shared parking opportunities and strategies for successful implementation.
  - Suggested optimal locations for centralized, shared parking.
  - Enforcement strategies.
  - Wayfinding and messaging.
  - Opportunities and challenges with investing in structured parking.
  - Financial implications/feasibility of the strategies will be evaluated.
- **Implementation.** Kimley-Horn will develop an implementation matrix that will help the City determine the appropriate implementation timing for each strategy. The matrix will include the strategy, implementation timeframe, responsible party(ies), and metrics for continued monitoring once the strategy has been implemented.

Supplemental Deliverables:

- Parking occupancy count data.
- Agricultural employer interview summaries.
- Draft and final parking management strategies.
- Parking implementation matrix.

TASK 7. FINAL REPORT

- Incorporate additional elements for Tasks 1-6 into the Final Report document.

FEE AND EXPENSES

Kimley-Horn will perform the additional services in Tasks 1 - 7 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management	$16,870
Task 2	Traffic Data Collection	$2,580
Task 3	Origin/Destination Analysis	$0
Task 4	Vehicular and Pedestrian Intercept Survey	$13,490
Task 5	Circulation Analysis	$0
Task 6	Parking Analysis	$27,235
Task 7	Final Report	$3,700
Maximum Amendment 1 Labor Fee		**$63,875**
Original Contract Amount Labor Fee		$144,730
Maximum Total Labor Fee (Original + Amendment 1)		*$208,605*

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Employee Name	Title	Unit Price	Hours Expected Task 1 - Project Management	Hours Expected Task 2 - Traffic Data Collection	Hours Expected Task 3 - Origin/ Destination Analysis
Brent Crowther	Sr. Project Manager	$240.00	15		
Chris Joannes	Professional (Project Manager)	$170.00	71	4	
Adria Koller	Professional (Parking)	$170.00			
Vanessa Rodriguez	Engineer	$170.00			
Brenda Soto	Sr. Analyst (Translation)	$145.00			
Hamza Khan	Senior Designer (VISSIM)	$150.00			
Heather Stifanos	Analyst (Data Collection - Drone)	$125.00			
Karina Trejo	Analyst (Traffic Analysis)	$125.00		4	
Kristen Faltz	Analyst (Parking Analysis)	$125.00			
Survey Analysts	Analyst (Survey)	$125.00			
Meg Merry	Analyst (Graphics)	$125.00			
Lyndee Walborn	Professional (Accounting)	$170.00			
		SUB-TOTAL	$15,670	$1,180	$0
		TRAVEL COSTS	$1,200	$200	$0
		OTHER DIRECT COSTS	$0	$1,200	$0
		SUBTOTAL	**$16,870**	**$2,580**	**$0**

Hours Expected	Hours Expected	Hours Expected	Hours Expected		
Task 4 - Vehicular and Pedestrian Intercept Survey	Task 5 - Circulation Analysis	Task 6 - Parking Management	Task 7 - Final Report	Total Hours	Total
		4		19	$4,560.00
		10	4	89	$15,130.00
		30	6	36	$6,120.00
22				22	$3,740.00
				0	$0.00
				0	$0.00
		18		18	$2,250.00
26			10	40	$5,000.00
		135		135	$16,875.00
44				44	$5,500.00
			6	6	$750.00
				0	$0.00
$12,490	$0	$26,885	$3,700		$59,925
$1,000	$0	$350	$0		$2,750
$0	$0	$0	$0		$1,200
$13,490	**$0**	**$27,235**	**$3,700**		**$63,875**

AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 13 day of October, 2021, by and between City of San Luis ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: San Luis Origin/Destination Analysis, Parking Analysis and downtown Circulation Study ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, make and interpret the Client's and decisions.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all off which the Consultant may rely upon.

(d) Arrange for access to the project site and other property as required for the Consultant to perform services .

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client my require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such

objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other

party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or

other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give

any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the state where the project is located. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

(20) CITY OF SAN LUIS ADDITIONAL REQUIREMENTS.

(a) The Consultant, its employees, agents and subcontractors shall be independent contractors concerning the providing of services under this Agreement and that Consultant, Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of the Client for any purpose and will not be entitled to any of the benefits the Client provides for its employees. Rights of the Consultant as an independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers. Rights of the Client include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

(b) Documents which are created as a result of this Agreement are confidential as determined under the Arizona Public Records laws.

(c) This Agreement is subject to the cancelation provisions of A.R.S. §38-511 for conflict of interest.

(d) This Under A.R.S. § 41-4401 (e-verify):

1. The Consultant warrants its compliance with all federal immigration laws and regulations related to its employees and its compliance with A.R.S. § 23-214, subsection A.

2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

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

.

CITYOF SAN LUIS

SIGNED: _____

PRINTED NAME: Gerardo Sanchez

TITLE: Mayor

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

PRINTED NAME: ~~Brent C. Crowther~~ Michael Grandy

TITLE: ~~Vice President / Sr. Associate~~ Assistant Corporate Secretary

KHAMT 33

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	City of San Luis					
Mailing Address for Invoices	P.O. BOX 1170, San Luis, Arizona 85349					
Federal ID Number	86-0376164					
Contact for Billing Inquiries	Monica Castro, Finance Director					
Contact's Phone and e-mail	(928) 341-8553 mcastro@sanluisaz.gov					
Client is (check one) X	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	City of San Luis			
County in which Property is Located	Yuma County			
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	City of San Luis			
Owner(s) Mailing Address	P.O. BOX 1170 San Luis, AZ 85349			
Owner's Phone No.	(928) 341-8584			
Owner of Which Parcel #?	N/A			

Project Funding Identification – List Funding Sources for the Project

Yuma Metropolitan Planning Organization
City of San Luis

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Kimley»Horn

Attachment A – Scope of Work

This Scope of Work describes services to be performed by Kimley-Horn and Associates, Inc. for the San Luis Origin/Destination (OD) Analysis, Vehicle and Pedestrian Intercept Survey, and Downtown Circulation Study.

TASK 1. PROJECT MANAGEMENT

Kimley-Horn will conduct project management activities throughout the duration of the project, to include:

- Conduct a virtual kick-off meeting with City staff.
- Provide content on the project for the City of San Luis website.
- Plan for and participate in up to nine check-in/project management calls to review progress, discuss action items, and exchange information.
- Develop a presentation for City staff to give to the San Luis City Council at up to two key points during the study process.
- Present virtually to the Yuma Metropolitan Planning Organization (YMPO) Technical Advisory Committee (TAC) on draft results of the OD analysis.
- Provide monthly invoices and progress reports.

Deliverables:

- Kick-off meeting materials and summary notes.
- Content for City of San Luis project website.
- Project management call agendas.
- City Council and YMPO TAC presentation materials and summary notes.
- Monthly invoices and progress reports.

TASK 2. TRAFFIC DATA COLLECTION

Kimley-Horn will collect traffic volume and vehicle classification data to support the OD analysis and circulation study. Kimley-Horn will execute a subconsultant agreement with a traffic data collection firm to conduct the traffic counts. Data collection elements are:

- Define study area in coordination with San Luis staff.
- Develop a detailed data collection plan, including a final list of traffic count locations, data collection times, and a count schedule.
- Collect 29 vehicular and pedestrian intersection turning movement counts near the San Luis I Port of Entry (POE) and at critical locations throughout downtown San Luis. Intersection count data will be collected and processed for the AM and PM peak periods (4 hours each day), for two consecutive days. Specific times will be determined in coordination with City of San Luis staff. Turning movement count locations are assumed to be:
  - Urtuzuastegui St/Archibald St
  - Urtuzuastegui St/Main St
  - Urtuzuastegui St/William Brooks Ave
  - Urtuzuastegui St/2nd Ave
  - Urtuzuastegui St/Cesar Chavez St
  - Urtuzuastegui St/4th Ave
  - B St/Archibald St
  - B St/Main St
  - B St/William Brooks Ave

- B St/2nd Ave
- B St/Cesar Chavez St
- B St/4th Ave
- C St/Archibald St
- C St/Main St
- C St/William Brooks Ave
- C Str/2nd Ave
- C Str/Cesar Chavez St
- C St/4th Ave
- D St/Archibald St
- D St/Main St
- D St/William Brooks Ave
- D St/2nd Ave
- D St/Cesar Chavez St
- D St/4th Ave
- Cesar Chavez Blvd/San Luis Plaza Dr
- Cesar Chavez Blvd/Main St
- Cesar Chavez Blvd/William Brooks Ave
- Cesar Chavez Blvd/Cesar Chavez St
- Cesar Chavez Blvd/4th Ave

- Collect six vehicular volume and classification counts on critical roadway segments that provide egress from the POE for a typical Friday, Saturday, and Sunday at each location; these locations are assumed to be:
  - Archibald St between B St and C St.
  - Main St between B St and C St.
  - William Brooks Ave between B St and C St.
  - 2nd Ave between B St and C St.
  - Cesar Chavez St between B St and C St.
  - 4th Ave between B St and C St.

- Collect vehicle trajectory/travel time data for one month using Kimley-Horn's Traction software. Vehicle paths for which trajectory/travel time data will be collected will be defined in collaboration with City of San Luis and will be consistent with the area included in the VISSIM simulation model described in Task 5.
- Conduct a field visit during one day of the data collection period to observe queue lengths, driver behaviors, and pedestrian interactions around downtown San Luis.

Deliverables:

- Raw count data sheets for intersection turning movement counts and segment classification counts.
- Traction reports.

TASK 3. ORIGIN/DESTINATION ANALYSIS

Kimley-Horn will conduct an OD analysis from data collected from physical Wi-Fi/Bluetooth data collection devices placed at strategic locations. The OD analysis will evaluate the distribution of vehicular traffic originating at the POE and traveling to locations within San Luis, the greater Yuma region, and external points such as I-8 or US 95. Kimley-Horn will execute a subconsultant agreement with a traffic data collection firm to collect the blue-tooth count data. Data collection elements are:

- Deploy Wi-Fi/Bluetooth data collection devices for two (2) days of 24-hour data collection at seven locations:
  - Inbound lanes at the San Luis I POE (two collection devices).
  - Northbound US 95 north of County 22nd Street.
  - Northbound Avenue B north of SR 195.
  - Eastbound SR 195 east of Avenue B.
  - Westbound I-8 west 4th Avenue in Winterhaven, CA.
  - Northbound US 95 north of the General Motors Proving Ground.
  - Eastbound I-8 east of Foothills Boulevard.
- Traffic count equipment will be placed along with the Wi-Fi/Bluetooth data collection devices to determine the percentage of vehicles identified by the Wi-Fi/Bluetooth data collection devices. This metric will confirm a statistically valid number of vehicles is included in the OD analysis.
- Process output data to create summary maps and tables illustrating the results of the OD analysis.

Deliverables:

- Raw OD data from Wi-Fi/Bluetooth equipment.
- Traction reports.

TASK 4. VEHICULAR AND PEDESTRIAN INTERCEPT SURVEY

Kimley-Horn will perform a vehicular and pedestrian intercept survey to supplement the OD study and identify trends related to trip purpose, duration of trips, frequency of travel, anticipated spending levels, and modes of travel in San Luis. This survey will be conducted on the Mexican side of the border while drivers and pedestrians are waiting to cross into the United States. Elements of the vehicle and pedestrian intercept survey are:

- Develop survey questions in collaboration with City staff.
- Establish a survey procedure and methodology
- Perform necessary training of four (4) bilingual staff to conduct the survey.
- Conduct the intercept survey during the Winter peak (November through January) of drivers and pedestrians on two (2) days: Friday and Saturday, noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.
- Process and summarize the survey results to develop key statistics and identify trends.

Deliverables:

- Raw survey results.
- Survey results summaries and graphics.

TASK 5. CIRCULATION ANALYSIS

Kimley-Horn will perform a detailed traffic analysis of downtown San Luis to identify current traffic and pedestrian choke points and evaluate the impacts of expanding the POE from eight to 16 northbound lanes. Elements of the circulation analysis are:

- Determine an analysis day and peak period in collaboration with City staff based on previously collected traffic data.
- Develop a VISSIM simulation model of the street network of downtown San Luis for the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4th Avenue, and the US/Mexico border.
- Calibrate the VISSIM model to observed conditions collected in Tasks 2 and 3, including:
  - OD results.
  - Intersection turning movement counts.
  - Intersection pedestrian counts.
  - Roadway segment count and classification counts.
  - Vehicle trajectory data from Traction.
  - Observed queue lengths, driver behaviors, and pedestrian interactions from the staff field visit.
- Determine an assumed traffic volume entering San Luis from the POE after expansion in collaboration with City staff.
- Prepare a summary report of current conditions, and anticipated bottlenecks associated with future conditions (POE expansion).
- Conduct a brainstorming session with City of San Luis staff to identify potential improvements to address constraints. Improvements will be packaged in up to three (3) alternative scenarios. Kimley-Horn will model up to three (3) alternative scenarios.
- Update the summary report to include improvement scenario model results and elements that are most effective at improving traffic flow and accommodating multimodal travel through downtown.

Deliverables:

- Deliver the final VISSIM model (base and alternative scenarios) to the City and YMPO.
- Summary report and graphics.

TASK 6. FINAL REPORT

Kimley-Horn will develop a concise and graphic-forward final report that outlines the study process, results, and final recommendations from Tasks 2 through 5. We will provide the City with all raw transportation data collected and GIS data developed during the study for future planning needs.

Deliverables:

- Draft Final Report.
- Final Report.
- GIS data.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1	Project Management	$15,505
Task 2	Traffic Data Collection	$21,900
Task 3	Origin/Destination Analysis	$23,770
Task 4	Vehicular and Pedestrian Intercept Survey	$19,070
Task 5	Circulation Analysis	$49,670
Task 6	Final Report	$15,720
Maximum Labor Fee		**$144,730**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ADDITIONAL SERVICES

Should additional funding become available, Kimley-Horn can perform the following additional services.

- **Project Management**
  - Conduct an in-person kick-off meeting with City staff in lieu of a virtual kick-off meeting.
  - Present to the San Luis City Council at up to two key points during the study process in lieu of developing presentations for City staff to deliver.
  - Present to the YMPO TAC in-person in lieu of a virtual presentation.
- **Traffic Data Collection**

- Four volume and classification counts that duplicate YMPO count locations for which historical data is available, to compare data for a typical Friday, Saturday, and Sunday at each location. Locations will be provided by YMPO.

- **Vehicular and Pedestrian Intercept Survey**
  - Conduct the vehicular and pedestrian intercept survey for two additional days during the peak period (November through January) and over four days during the Spring off-peak period (April through May), noting mode of travel (vehicle, van/transit, pedestrian, bicycle). We will conduct the survey for up to eight (8) hours per day.

- **Parking Management.** Kimley-Horn will perform a parking study to identify potential actions the City can consider managing parking in the downtown area. This task consists of four subtasks: establish existing demand, parking management strategies, financial feasibility, and implementation.
  - **Establish Existing Demand.** Identify the number of vehicles that use publicly accessible on- and off-street parking spaces within the area bounded by San Luis Plaza Drive, Cesar Chavez Boulevard, 4th Avenue, and the US/Mexico Border; where they typically park; and at which times of day experience the highest parking demands.
    - **Interviews.** The City of San Luis will provide Kimley-Horn with contact information for up to five (5) major agricultural employers that run private shuttle operations in San Luis with whom we will engage. We will distribute an email inquiry to employers followed by telephone interviews, if necessary, to identify:
      - How many buses they run on a typical day to shuttle workers from downtown San Luis to agricultural fields.
      - Where they park their buses when they are not in use.
      - Where they currently pick up and drop off workers in downtown San Luis.
      - Where they believe workers are parking their private vehicles.
      - Responsiveness to potential circulation and parking recommendations, such as consolidated pick-up/drop-off areas for workers, remote parking locations, etc.
    - **Drone Occupancy Data Collection.** We will collect and use drone footage to verify vehicle supply and occupancy throughout the study area. We will collect up to 12 hours of drone footage over the course of one day to capture the arrival of vehicles and then every 1.5 to two hours throughout the day. We will then use a counter tool to quantify changes in occupancy by time of day.
  - **Parking Management Strategies.** Based on the data collected, our team will identify parking management strategies that will help mitigate parking demands and encourage compliance with parking regulations. These strategies may include, but are not limited to the following:
    - Centralized, shared parking opportunities and strategies for successful implementation.
    - Suggested optimal locations for centralized, shared parking.

- Enforcement strategies.
- Wayfinding and messaging.
- Opportunities and challenges with investing in structured parking.
- Financial implications/feasibility of the strategies will be evaluated.

- **Implementation.** Kimley-Horn will develop an implementation matrix that will help the city determine the appropriate implementation timing for each strategy. The matrix will include the strategy, implementation timeframe, responsible party(ies), and metrics for continued monitoring once the strategy has been implemented.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 01/12/2022

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of contract to Consultant Engineering, Inc., for the Cesar Chavez Boulevard Project. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

On July 9, 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) to manage a Federal Highway Administration (FHWA) grant for the development of environmental and design documents for the widening of Cesar Chavez Boulevard project. A balance of $431,894.00 of grant funds is still remaining of the original $1,210,000.00 grant. The City of San Luis requested a reclassification of the remaining funds to be used for right-of-way acquisition for the Cesar Chavez Boulevard project. The City of San Luis approved the amendment intergovernmental agreement on October 13, 2021. The City requires approximately four (4) acres of private land from eight (8) landowners for the widening of Cesar Chavez Boulevard.

The City of San Luis requested proposals from the ADOT approved consultants list to provide professional services for the private right of way acquisition for the Cesar Chavez Boulevard Project. The City received a total of three (3) proposals as follows:

Consultant Engineering Inc.	$102,400.25
Acquisition Services, LTC	$130,200.00
Tierra Right of Way Services, LTD	$140,245.00

After evaluations of all proposals, staff recommends awarding the contract to Consultant Engineering, Inc. in the amount of $102,400.25.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO CONSULTANT ENGINEERING, INC. IN THE AMOUNT OF $102,400.25, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal Funds
TOTAL:	$102,400.25

BUDGETED AMOUNT: See fiscal impact stmt

AVAILABLE AMOUNT TO TRANSFER: See Fiscal Impact Statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement

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

On October 13, 2021, we requested to council approval to transfer the $400,000.00 ROW acquisition budget that was in HURF account 200-860-90010 to account 255-210-90010 grant account to reflect the FHWA grant appropriately. Accordingly, the City will pay the services for this agreement from account the grant account 255-210-90010.

Attachments

Professional Services Contract to CEI

CEI Proposal

Right of Way Maps

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the 12 day of January 2022 between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Consultant Engineering, Inc., an Arizona corporation, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project"); and

B. CONSULTANT has made a Proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit 1; and

C. CITY desires to engage CONSULTANT and CONSULTANT agrees to render professional services to perform certain specific duties and produce the specific work as set forth in the Proposal; and

D. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing introduction and Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT hereby agree as follows:

SECTION ONE.
DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1, November 24, 2021, proposal for The City of San Luis Cesar Chavez Boulevard Project by Consultant Engineering, Inc.

SECTION TWO.
PROPOSAL SUBMITTAL

The Parties mutually agree that the attached Exhibit 1, as described in Section One above is

incorporated in this Agreement by this reference.

SECTION THREE.
SCOPE OF WORK

CONSULTANT shall provide the Services as set forth in the Scope of Work described in the Proposal and RFP as attached to and incorporated in this Agreement by this reference.

SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES

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

SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER

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

SECTION SIX.
RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT represents and states to CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this

Agreement. CONSULTANT further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION SEVEN.
INDEPENDENT CONTRACTOR

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

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

SECTION EIGHT.
MATERIALS AND EQUIPMENT

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

SECTION NINE.
DIGITAL FILES

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

SECTION TEN.
EMPLOYMENT OF PERSONNEL

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

SECTION ELEVEN.
TIME OF PERFORMANCE

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts January 12, 2022, and shall be completed on or before June 30, 2023.

SECTION TWELVE.
COMPENSATION

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for $102,400.20. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. The satisfactory performance will be determined as described in Section Five. The consultant's billing statements shall be paid within sixty (60) days of the statement date. The CITY agrees that it will review the CONSULTANT's statement upon receipt and will advise the CONSULTANT of any objection to or dispute with the statement and the work reflected in the statement within sixty (60) days of the statement date. In the event the CITY disputes part of the CONSULTANT's bill, the undisputed part shall be paid within thirty (30) days of the statement date. Without liability, the CONSULTANT reserves the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this agreement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

SECTION THIRTEEN.
ASSIGNMENT

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

SECTION FOURTEEN.
INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid to the CONSULTANT under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage

provided by Section 15 of this Agreement, CONSULTANT shall not be liable to CITY for any special indirect or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION FIFTEEN.
INSURANCE

A. Insurance Requirements.

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

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

Coverage Type	Coverage Amounts- Minimum Limits
Commercial General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.	$1,000,000 Combined Single Limit, per occurrence and $2,000,000 general aggregate
Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

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

Workers Compensation and Employer's Liability	Statutory $1,000,000
Professional Liability	$1,000,000 per claim and $2,000,000 annual aggregate

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

B. Certificates of Insurance and Endorsements.

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

SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS

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

A. Conflict of Interest

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

B. Employment Eligibility

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

C. Boycott

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

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

SECTION SEVENTEEN.
INSPECTION OF WORK

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

with the law or this Agreement.

SECTION EIGHTEEN.
NO WAIVER

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

SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona in either the Superior Court or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

SECTION TWENTY.
NOTICES

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

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

and addressed to the respective Parties as follows:

If for the CITY -

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

Copy to

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

If to the CONSULTANT- Consultant Engineering, Inc.
10625 25th Avenue, Suite 200
Phoenix, Arizona 85029
Attn: Clark Hochstein

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

SECTION TWENTY-ONE.
TERMINATION

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

SECTION TWENTY-TWO.
OWNERSHIP OF DOCUMENTS

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

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

SECTION TWENTY-THREE.

GOVERNING LAW AND SEVERABILITY

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

SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS

A. Headings

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

B. Authority

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

C. No Third-Party Beneficiaries

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

D. No Agency Created

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

E. No Personal Liability

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

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement, and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before June 30, 2023. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

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

I. Force Majeure

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

J. Counterparts

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

SECTION TWENTY-FIVE.
ENTIRE AGREEMENT

This Agreement, including its Exhibits, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This

Agreement may not be modified or altered except by amendment in writing signed by both Parties.

[Intentionally left bank, signatures continue on next page]

The Parties have executed this Agreement in Arizona the day and year first above written, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Consultant Engineering, Inc.

_____
Clark Hochstein, Vice President

November 24, 2021

Jenny Torres
City of San Luis
Economic Development Director
1090 E. Union Street
San Luis, AZ 85349
jtorres@sanluisaz.gov

Re: Fee Estimate
Cesar Chavez Boulevard – Highway 95 to Avenue E Project
Acquisition and Relocation Services

Dear Ms. Torres:

Consultant Engineering, Inc. (CEI) is pleased to present the attached scope of work and associated price proposal to provide acquisition and relocation services for the above referenced project. CEI can perform the services for $102,400.25; the total is inclusive of sub-consultants, direct expenses and are shown as a lump sum/per parcel basis.

CEI has been providing comprehensive acquisition, relocation and appraisal services in Arizona for 18 years, serving clients such as ADOT, City of Yuma, Yuma County, Pinal County, Mohave County, City of Safford and the Town of Queen Creek. We have a team of highly experienced Right of Way agents that are available to begin work immediately; also we have an office in Yuma that will allow us to hit the ground running.

If you have any questions, feel free to contact me at 480-201-8646 (mobile phone) or chochstein@cei-az.com.

CEI looks forward to working with the City of San Luis!

Sincerely,

CONSULTANT ENGINEERING, INC.

M Clark Hochstein

M. Clark Hochstein
Vice President

Enclosures: Fee Estimate
Scope of Work

cc: T. Sumrall

Task 1-Title Reports

Agency will order title reports and Project Manager/ Senior ROW agent will review Title Reports to ascertain legal ownership, existing liens on the property, etc. We will also coordinate with and distribute to project stakeholders and update both electronic and hard files with all pertinent information.

Task 2-Sealed Legal Descriptions and Exhibits

CEI will review to check for accuracy.

Task 3-Appraisal Services

CEI will order Appraisal Report from licensed appraiser who will comply with USPAP and URA guidelines and State of Arizona laws governing real estate. CEI will accompany appraiser on site to perform site inspection, review appraisal for accuracy of data, prepare and send notification letter to property owner prior to inspection and update electronic and hard files with all findings and relevant information. During this stage, CEI will make the determination if relocation and property management efforts are required due the proposed acquisition. We will present those cases immediately to the project team to make a final determination on the steps moving forward to ensure the project schedule is not impacted.

Task 4-Review Appraisal Services

CEI will perform the appraisal review internally with a licensed appraiser. We will examine the narrative appraisal report for accuracy of data, distribute appraisal and review to project stakeholders for agreement of just compensation value and update electronic and hard files. Once reviews are completed, we will determine R/W cost estimates and distribute to the design team.

Task 5-ROW Acquisition

Acquisition activities will be performed by Arizona licensed broker and sales agents. The acquisitions will be in compliance with State laws, URA guidelines and standard industry practices. Bi-lingual agent available as necessary.

CEI will review project plans, maps, prepare all purchase agreement and conveyance documents, prepare offer/dedication package, QA/QC of offer package by PM, present offer/dedication package to property owner(s) in person whenever feasible, negotiate on behalf of the City, obtain all necessary signatures and notarizations, deliver executed documents to title company to open escrow and track and report progress continually, maintain Record of Contact or Diary of transaction and close and deliver hard or electronic files to City. File to contain diary, copies of all communications regarding the transaction, copies of purchase agreement and conveying documents, notices, appraisal and review appraisal reports, etc.

Should an agreement not be reached, CEI project manager will notify the project team immediately and recommend condemnation proceedings to begin as a last effort. CEI will provide all documentation of the transaction and copies of all communications for condemnation proceedings as well as provide witness testimony.

Task 6- Post Acquisition Services

Once all acquisitions are completed and closed escrow, CEI will provide all evidence of closure and assist in procuring the Right of Way Clearance memo.

Fee Sheet - Internal Use Only

Contract No.:
Modification No.:
Project: Cesar Chavez Blvd- HWY 95
Consultant Consultant Engineering, Inc.

		Resources						Rates				
		PM		Sr Agent		Admin	Appraisal Reviewer					
Item								Subtotal	Subs	Expenses	Mileage*	Line Item
Fully Burdened Hourly Rate		$ 90.00		$ 88.20		$ 75.00	$ 126.00					
Cost										$ 303.00	$ 0.545	Totals
1	Jauregui, Jose and Juana	2		156		8	4	$ 15,043.20		1	269	$ 15,492.81
2	San Luis Plaza	2		60		8	4	$ 6,576.00		1	269	$ 7,025.61
3	Upton, Carol	2		60		8	4	$ 6,576.00		1	269	$ 7,025.61
4	Solorzano, Salvadore	2		65		8	4	$ 7,017.00		1	269	$ 7,466.61
5	Qwest Corporation	2		60		8	4	$ 6,576.00		1	269	$ 7,025.61
6	Yuma Enterprises AZ LLC	2		50		8	4	$ 5,694.00	$ -	1	269	$ 6,143.61
7	Zhen, Xing	2		60		8	4	$ 6,576.00	$ -	1	269	$ 7,025.61
8	Sanchez Commercial	2		60		8	4	$ 6,576.00		1	269	$ 7,025.61
9	Lakin (East Main Canal)	2		60		8	4	$ 6,576.00		1	269	$ 7,025.61
10	G & SRB & M	2		50		8	4	$ 5,694.00		1	269	$ 6,143.61
								$ -				$ -
	AXIA Appraisers							$ -	$ 25,000.00			$ 25,000.00
								$ -				$ -
								$ -				$ -
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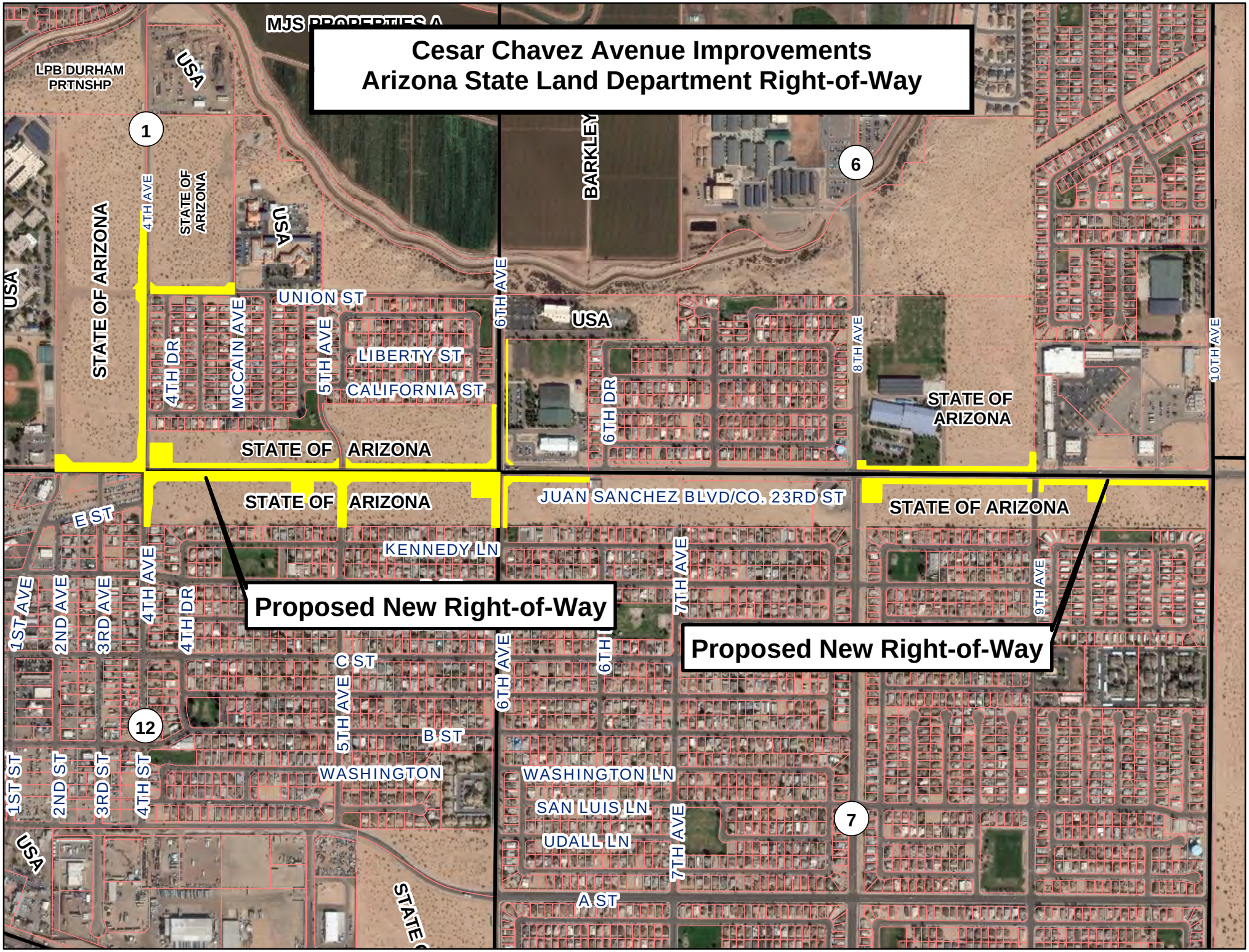
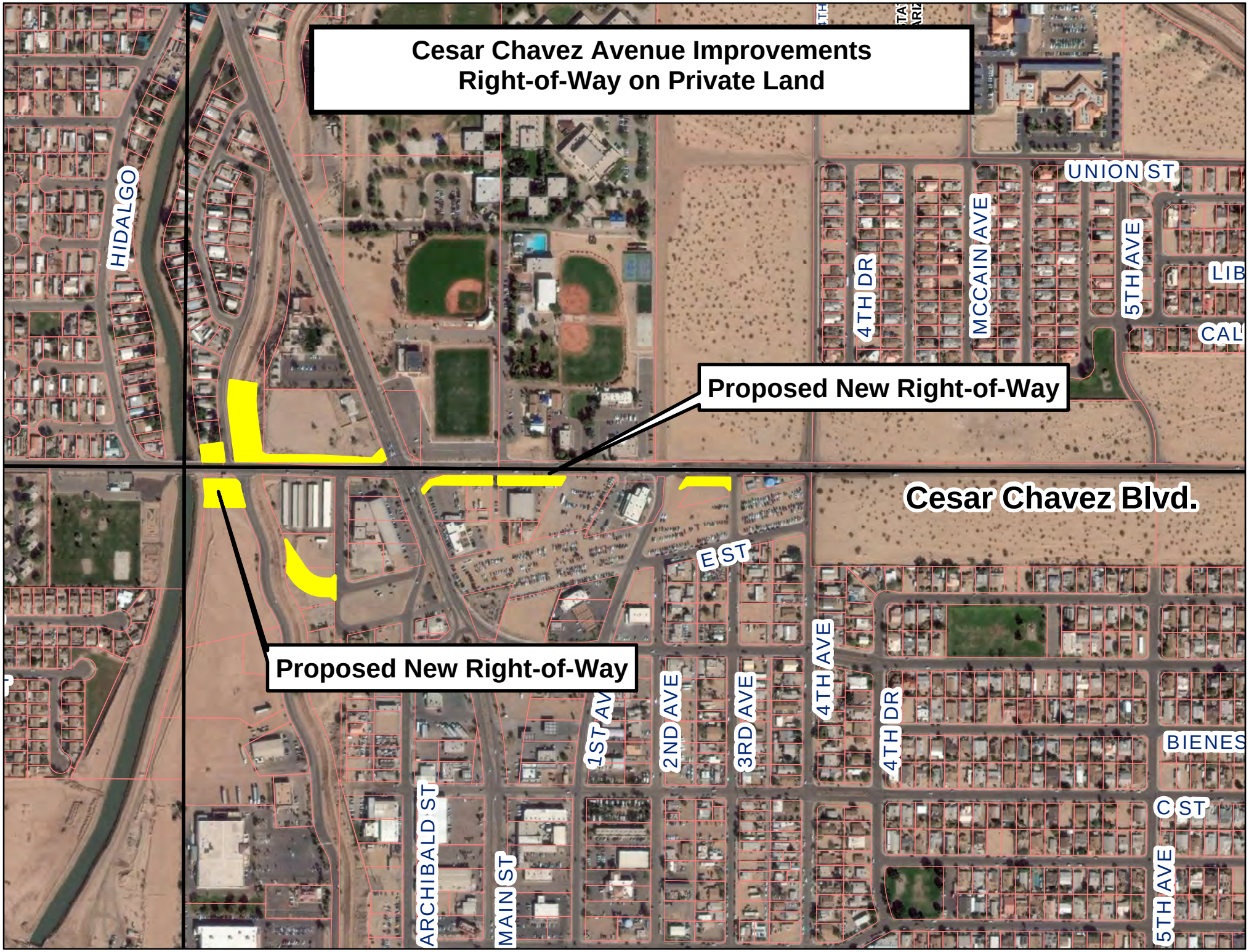
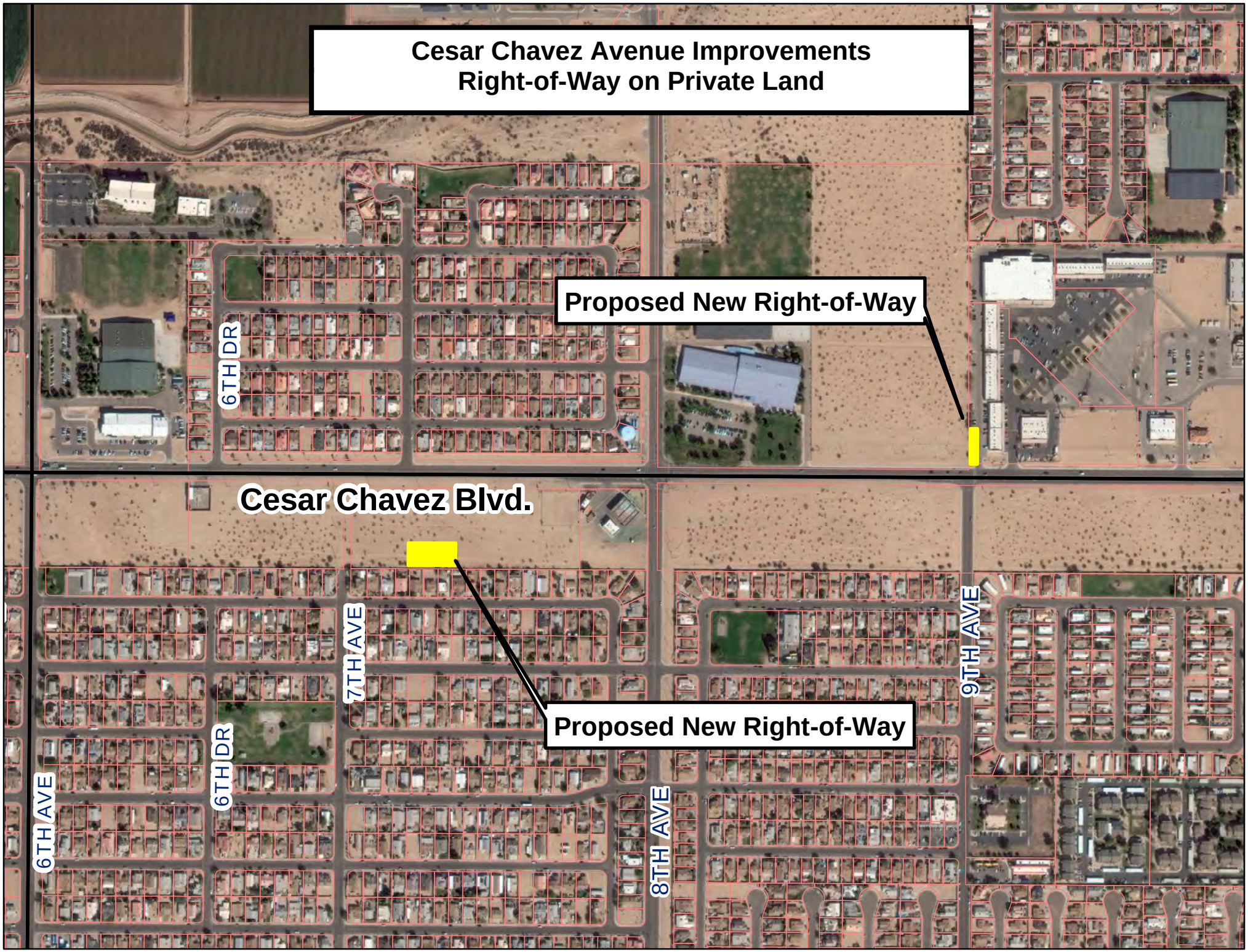
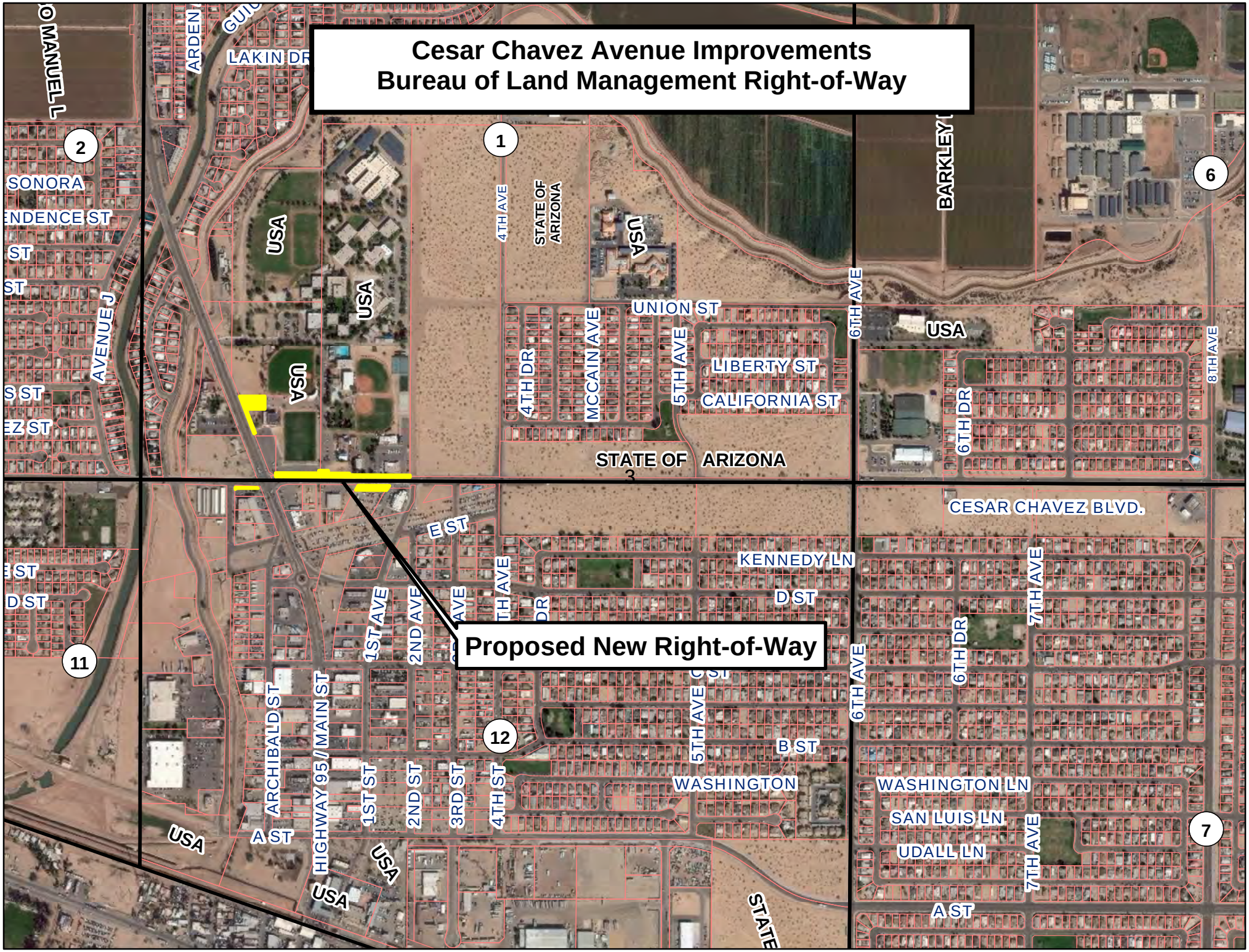
								$ -				$ -
								$ -				$ -
	Total Hours	20	0	681	0	80	40					
		$ 1,800.00	$ -	$ 60,064.20	$ -	$ 6,000.00	$ 5,040.00	$ 72,904.20	$ 25,000.00	$ 3,030.00	$ 1,466.05	$ 102,400.25

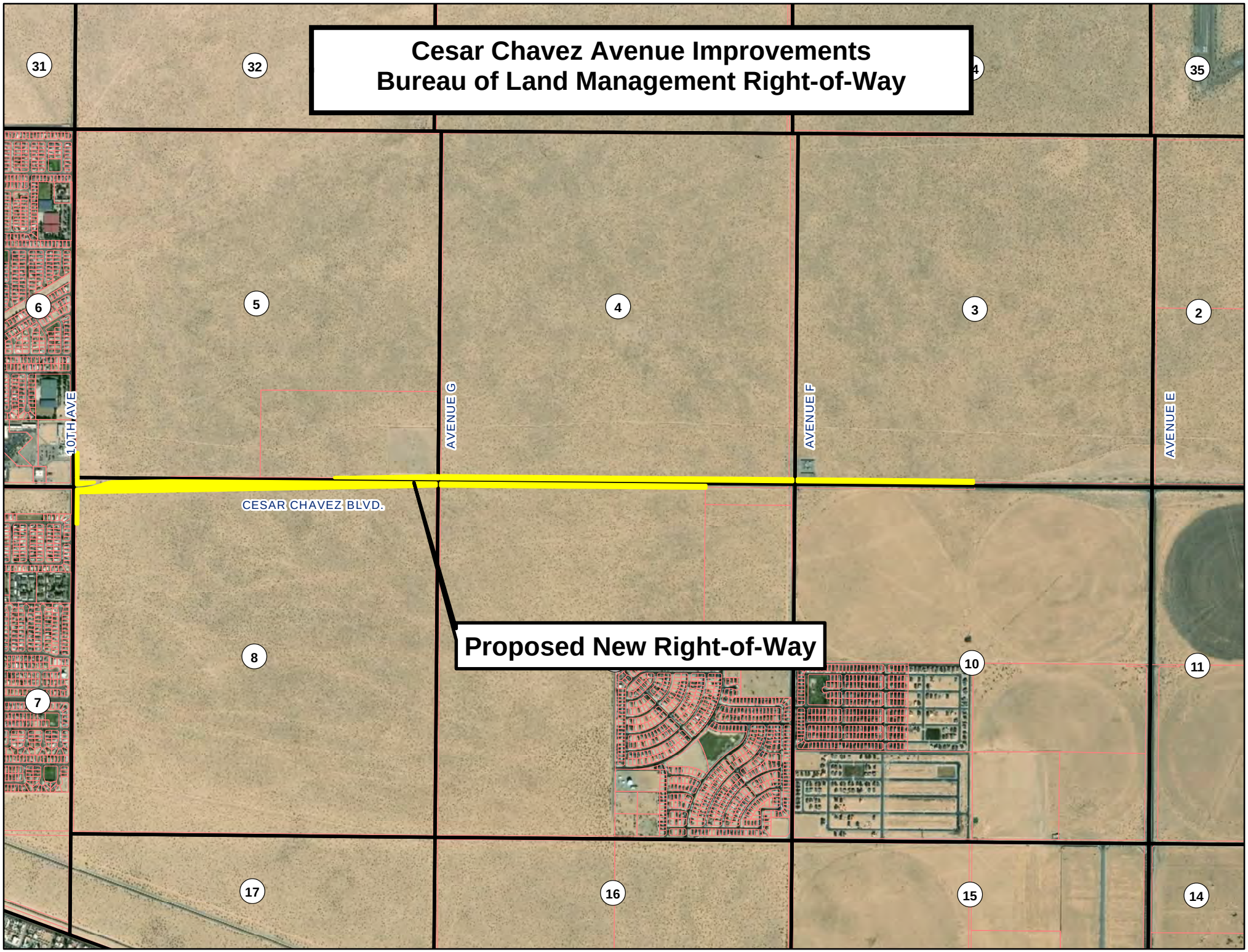
General Project Assumptions
1. Assumes appraisal and partial acquisition of 9 parcels, one total acquisition of one residential property and one relocation. Further assumes 10 acquisition are from 10 different owners as shown on the exhibits provided by JDA Civil.
2. Agency to survey and/or mark extent of ROW/Easement area to be purchased in the field as necessary.
3. Agency parcel/design modifications may result in increased/decrease fees.
4. Agency to provide title reports, determinations that remainder properties are not rendered non-conforming (if any), title clearing services, closing of escrow services, and record all documents at their own costs.
5. Assumes negotiated acquisitions of land only on nine parcels. No utility relocation, relocation, arbitration, or condemnation tasks included on those 9 parcels only.
6. Additional tasks not identified in our scope of work may result in increased fees.
7. Fee quoted for each appraisal report prepared will be for "part taken" only. In the event that a complete before and after report becomes necessary due to the effects of an acquisition on the remainder, the fee will increase.
8. The number of hours estimated to complete the acquisitions is based on normal/standard effort required in an acquisition. If unusual or extraordinary circumstances arise, additional fees will be required.


Cesar Chavez Avenue Improvements
Arizona State Land Department Right-of-Way
LPB DURHAM PRTNSHP
USA
STATE OF ARIZONA
4TH AVE
STATE OF ARIZONA
USA
1
BARKLEY
6
USA
STATE OF ARIZONA
UNION ST
MCCAIN AVE
4TH DR
5TH AVE
6TH AVE
USA
LIBERTY ST
CALIFORNIA ST
6TH DR
8TH AVE
STATE OF ARIZONA
10TH AVE
STATE OF ARIZONA
STATE OF ARIZONA
JUAN SANCHEZ BLVD/CO. 23RD ST
STATE OF ARIZONA
E ST
KENNEDY LN
1ST AVE
2ND AVE
3RD AVE
4TH AVE
4TH DR
Proposed New Right-of-Way
7TH AVE
9TH AVE
Proposed New Right-of-Way
C ST
6TH AVE
6TH
5TH AVE
12
B ST
1ST ST
2ND ST
3RD ST
4TH ST
WASHINGTON
WASHINGTON LN
SAN LUIS LN
UDALL LN
7
7TH AVE
USA
A ST
STATE


Cesar Chavez Avenue Improvements
Right-of-Way on Private Land
HIDALGO
UNION ST
4TH DR
MCCAIN AVE
5TH AVE
Proposed New Right-of-Way
Cesar Chavez Blvd.
E ST
Proposed New Right-of-Way
1ST AVE
2ND AVE
3RD AVE
4TH AVE
4TH DR
BIENES
C ST
5TH AVE
ARCHIBALD ST
MAIN ST


Cesar Chavez Avenue Improvements
Right-of-Way on Private Land
Proposed New Right-of-Way
6TH DR
Cesar Chavez Blvd.
Proposed New Right-of-Way
7TH AVE
9TH AVE
6TH DR
6TH AVE
8TH AVE


Cesar Chavez Avenue Improvements
Bureau of Land Management Right-of-Way
Proposed New Right-of-Way
1
2
3
6
7
11
12
LAKIN DR
SONORA
AVENUE J
USA
4TH AVE
STATE OF ARIZONA
UNION ST
4TH DR
MCCAIN AVE
5TH AVE
LIBERTY ST
CALIFORNIA ST
6TH AVE
BARKLEY
8TH AVE
6TH DR
STATE OF ARIZONA
CESAR CHAVEZ BLVD.
KENNEDY LN
D ST
7TH AVE
E ST
1ST AVE
2ND AVE
ARCHIBALD ST
HIGHWAY 95 / MAIN ST
1ST ST
2ND ST
3RD ST
4TH ST
B ST
WASHINGTON
WASHINGTON LN
SAN LUIS LN
UDALL LN
A ST


Cesar Chavez Avenue Improvements
Bureau of Land Management Right-of-Way
31
32
35
6
5
4
3
2
10TH AVE
AVENUE G
AVENUE F
AVENUE E
CESAR CHAVEZ BLVD.
Proposed New Right-of-Way
8
10
11
7
17
16
15
14

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 01/12/2022

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2205. A resolution of the San Luis City Council relating to the community redevelopment in San Luis; defining the redevelopment area; finding the existence of a slum and/or blighted area in the City of San Luis and declaring the necessity for, and the creation of, the downtown San Luis redevelopment area. **(Jenny Torres, Economic Development Manager)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item
B. Action on Resolution No. 2205

SUMMARY:

The San Luis City Council directed city staff to evaluate and analyze the possibility of the downtown qualifying as a redevelopment area. The City of San Luis contracted with J2 Engineering and Matrix to conduct this analysis. Matrix surveyed each parcel within the downtown boundaries as shown in the attached proposed redevelopment area map. Matrix developed a Finding of Necessity Study that resulted in the area qualifying as having slum and/or blight conditions that substantially impair or arrest the sound business and housing growth in the City of San Luis. The proposed downtown redevelopment area complies with the Arizona Revised Statutes § 36-1471 et. seq., necessary for the creation of a redevelopment area.

The City of San Luis held an in-person redevelopment area open house on September 28, 2021, at the San Luis Cultural Center where the residents, business owners, and the public provided their comments. A second virtual redevelopment area open house was held on October 19, 2021, to provide another option for community engagement. All comments submitted were integrated into the finding of the necessity study. A public notice was mailed to all property owners on the public hearing scheduled for the proposed approval and adoption of Resolution No. 2205.

City staff recommends the approval of Resolution No. 2205, to designate the downtown as a redevelopment 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. I MOVE TO APPROVED AND ADOPT RESOLUTION NO. 2205

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$123,000.00
BUDGETED AMOUNT:	$123,000.00
AVAILABLE AMOUNT TO TRANSFER:	0
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlays, CIP 100-999-90015; $90,060.52

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

The fiscal impact is associated with the contract with J2 Engineering for designation and development of a redevelopment plan.

Attachments

Resolution No. 2205

Public Notice

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2205

A RESOLUTION OF THE SAN LUIS CITY COUNCIL RELATING TO COMMUNITY REDEVELOPMENT IN SAN LUIS; DEFINING THE REDEVELOPMENT AREA; FINDING THE EXISTENCE OF A SLUM AND/OR BLIGHTED AREA IN THE CITY OF SAN LUIS AND DECLARING THE NECESSITY FOR, AND THE CREATION OF, THE DOWNTOWN SAN LUIS REDEVELOPMENT AREA.

WHEREAS, the provisions of Arizona Revised Statutes § 36-1471 et. seq., provide for redevelopment of areas within municipalities; and

WHEREAS, such statutes require certain findings be made by the governing body of a municipality prior to the exercise of the powers granted thereby; and

WHEREAS, the City Council by this resolution is creating a new redevelopment area, the Downtown San Luis Redevelopment Area, as shown on Exhibit "A" attached; and

WHEREAS, the City Council has directed City Staff to evaluate and analyze the Downtown San Luis Redevelopment Area, which included a survey of each parcel within the proposed redevelopment area; and

WHEREAS, City Staff prepared a Finding of Necessity Study for the Downtown San Luis Redevelopment Area which is attached hereto as Exhibit "B" and is on file with the City Clerk's Office; and

WHEREAS, the results of the Finding of Necessity Study for the Downtown San Luis Redevelopment Area have been presented to the City Council of San Luis at a public meeting and have been included in the public record; and

WHEREAS, after having reviewed and considered the Finding of Necessity Study for Downtown San Luis, including the data and analysis contained in the Finding of Necessity Study, and the facts and conditions in the area, and having received and considered such other evidence of the conditions in the area known as Downtown San Luis as have been presented, the City Council of the City of San Luis has determined that certain actions are necessary and appropriate and should be taken to address the conditions now present and expected to be present in the area; and

WHEREAS, the City Council of the City of San Luis desires to exercise the powers and authority conferred by A.R.S. § 36-1471 Et Seq. for redevelopment of the area known as Downtown San Luis; and

WHEREAS, A.R.S. § 36-1471 Et Seq. requires a finding of need for a local governing body to exercise the authority and powers of this article; and

WHEREAS, proper public notice has been provided and notices have been sent by first class mail to the owner of real property that is within the boundaries of the proposed redevelopment area of the time, date and location of the public meeting concerning the findings of the Blight Study.

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

SECTION 1: Based on the Finding of Necessity Study for Downtown San Luis Redevelopment Area, dated December 20, 2021, including the data and analysis contained in the Finding of Necessity Study, and based upon the evidence and facts presented, the City Council of the City of San Luis does hereby find that the following slum and/or blight conditions are present either singly or in combination, on a predominance of the properties within the Downtown San Luis Redevelopment Area:

a. Faulty lot layout in relation to size, adequacy; accessibility or usefulness;

b. Unsafe and unsanitary conditions;

c. Deterioration of sites and other improvements;

e. Improper or obsolete subdivision platting;

f. The existence of condition that endanger life or property by fire and other causes. Individually or in combination, these conditions substantially impair or arrest the sound business and housing growth in the City of San Luis.

SECTION 2: The Council finds that the redevelopment of the area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of San Luis.

SECTION 3: The Council finds that the Downtown San Luis Redevelopment Area complies with all statutory requirements A.R.S. § 36-1471 Et. Seq., necessary for the creation of a redevelopment area, and Council hereby creates the Downtown San Luis Redevelopment Area as shown on Exhibit "A".

SECTION 4: That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

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PASSED, ADOPTED and APPROVED BY THE Mayor and City Council of the City of San Luis, Yuma County, Arizona this _12_ day of January 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

EXHIBIT A

Proposed Redevelopment Area ▪ Área de Reurbanización Propuesta

EXHIBIT B

FINDINGS OF NECESSITY REPORT

CITY OF SAN LUIS ARIZONA

Executive Summary

Introduction

The purpose of this report is to provide the determination for a Finding of Necessity pursuant to ARS §36-1473 for the establishment of a Redevelopment Area to address blighted conditions within the downtown San Luis, Arizona area. Blight includes visual conditions, as well as non-visual conditions, such as platting, title issues, and crime. This statute provides local governments the authority to designate a Redevelopment Area to revitalize it based on findings of blight conditions.

State Law requires a legislative determination by the municipality's governing body that, as a result of the presence of factors enumerated in the definition of "blighted area", the area is a detriment to the health and vitality of the community. Thus it requires the use of the municipality's redevelopment powers to correct those conditions or prevent their spread.

Arizona Revised Statutes ARS §36-1471 defines a blighted area as:

> *An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.*

A required first step in the establishment of a Redevelopment Area is a Finding of Necessity, adopted by the governing board of the municipality. There must be a confirmation the predominance of properties in a study area contains blighted conditions to allow a government to undertake the formation and adoption of a Redevelopment Area Plan. This is done to reverse these conditions and facilitate the revitalization and enhancement of a specific community area. This report provides a summary of the blight assessment and details the scope and extent of blight conditions within the proposed Downtown San Luis Redevelopment Area.

J2 Engineering and Environmental Design and Matrix Design Group were contracted by the City of San Luis to assess and evaluate blight conditions in the City's downtown area pursuant to the Arizona Revised Statutes listed above. Properties within the study area were visually assessed during an on-site field survey for the following blight factors:

- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Conditions that endanger life or property
- Obsolete subdivision platting
- Inadequate street layout
- Faulty lot layout

This data was validated through an aerial survey using a combination of the 2019 aerial imagery provided on the Yuma County Assessor's website and Google Maps. Other non-visual blight conditions were assessed, including crime. This information is provided to the San Luis City Council as evidence the downtown area includes enough properties showing blight conditions, constituting a predominance of blight, as outlined in state law, to invoke the need for a Redevelopment Area.

This Finding of Necessity report provides the documentation, statutory/field analysis results, and blight determination relative to the downtown San Luis area concluding work may begin on the formation of an RDA. Based on the conclusions of this Finding of Necessity Report, the Mayor and City Council may pursue the future development and implementation of a Redevelopment Area Plan, defining land uses, design elements, policies, and other actions and strategies facilitating reinvestment, revitalization, and sustainable growth in the downtown San Luis area.

Conclusion

According to the review of blighted areas in the downtown San Luis study area, this report recommends the City of San Luis should pursue a Redevelopment Area designation for the downtown San Luis area based on the high percentage of properties impacted by blighted conditions. This report recommends the San Luis City Council accept the blight designation for the area and establish a Redevelopment Area to revitalize and redevelop this important community area.

The following chapters of this report demonstrate a number of properties in the study area contain blight conditions, substantially in excess of the predominant (50%) measure in State Law. The San Luis study area contains 293 parcels, of which 201 parcels (68.6% of the total parcels) are considered blighted for at least one blight factor, as well as 72.2% of the total land area determined to be blighted. The most common blight factor in the study area is "Unsanitary or Unsafe Conditions", representing 39.59% of all parcels and 47.54% of the total land area. Other major blight factors negatively affecting the study area are "Deterioration of Site (37.2% of parcels and 26.56% of the total land area) and "Parking on a Surface Other Than Asphalt or Concrete (36.8% of parcels and 47.1% of the total land area).

Chapter 1
Background and Community

Introduction

As an implementation recommendation of the San Luis 2040 General Plan, the City of San Luis is pursuing the establishment of a Redevelopment Area (RDA) and the adoption of a Redevelopment Area plan addressing economic and neighborhood decline in the downtown San Luis area.

The first step in establishing an RDA is the assessment of the level of blight within the downtown area based on this findings of necessity report. Arizona Revised Statue (ARS) §36-1473 defines two (2) specific findings of necessity that the governing body of a municipality must adopt to establish a Redevelopment Area. First, the governing board (city council) must find that one or more blighted areas exist in the community, and second, the governing board must find that redevelopment of the area is in the best interest of public health, safety, morals, or welfare. Blight includes visual conditions, such as deteriorated buildings, overgrown weeds, and graffiti, as well as non-visual conditions, such as lot access, parcel configuration, and a prevalence of crime. This report details the extent of blight conditions within the proposed Downtown San Luis Redevelopment Area.

Formal approval and adoption of a findings of necessity analysis and report is the required first step for a municipality to establish a Redevelopment Area. The following information is provided as evidence for the Mayor and City Council entailing the Study Area contains a dominance of blight.

Purpose

This report documents, assesses, and analyzes the level of blight conditions currently in the downtown San Luis area. The primary purpose of the report is to reach a conclusive determination regarding the need to establish a Redevelopment Area to reverse blighted conditions within the downtown San Luis area.

Arizona Revised Statutes §36-1471 grants redevelopment authority to Arizona municipalities with the intended purpose of fostering revitalization, reuse, and reinvestment in areas of communities experiencing decline due to effects of blight conditions. Municipalities generally uses redevelopment as a revitalization tool when conventional planning techniques are unable to address the oftentimes complex, unique, and multi-faceted nature of variables that cause decline in important areas of their communities.

Report Organization.

The blight assessment, findings, and final determination are presented in three (3) chapters, as detailed below.

Chapter 1 Overview and Background provides a summary of the general conditions of the downtown area, an overview of blight and its impacts, and an outline of the RDA process, economic development tools unique to redevelopment areas, as well as relevant community demographics, and existing plans and studies specific to downtown

Chapter 2 Assessment Results outlines the methodology utilized to assess the blight conditions in the downtown area, how the blight assessment was conducted, and documentation of the results of the field assessment of blight conditions in downtown San Luis. The chapter concludes with a determination regarding those blight conditions and the need to pursue an RDA designation.

Chapter 3 Conclusion and Next Steps summarizes the assessment conclusions and next steps for the City of San Luis.

Background

The downtown area is the heart and historic origin of San Luis, the focal point of community pride, past and present. Reflecting the importance of downtown San Luis to the community's identity, community discussions have focused on the need to revitalize the area to ensure its safety, stability, vitality, and attractiveness well into the future. Based on significant community input, the San Luis 2040 General Plan established goals, policies, and actions related to the assessment of blight conditions to enable the future adoption of an RDA and RDA plan ("Plan") to guide revitalization of this critical asset.

Many properties and buildings in the downtown area are well maintained; however, quite a few need attention and care. Once vibrant and active areas have declined over time to include concentrated areas of vacant property, deteriorating commercial buildings, under-performing businesses, and other visible elements of blight. Lack of parking and landscaping in some areas also creates irregular and visually unappealing residential and commercial streets. In some residential areas, blight conditions combine to undermine residents' sense of safety and, ultimately, to negatively impact community health, property values, financial investments, and tenancy rates. The decline of downtown residential and commercial areas has been sustained, significant, and measurable. This has signaled the need for focused community resources to be made available and for pointed actions to eliminate blight conditions and facilitate revitalization.

Study Area Boundaries

The Study Area boundary generally encompasses those properties north of the international border between the United States and Mexico, west of 4th Avenue, south of Caesar Chavez Boulevard, and east of the Main Canal. The Study Area comprises approximately 211.84 acres and 295 parcels.

Overview of Blight

To establish a Redevelopment Area Plan and utilize the significant economic development and revitalization tools provided by state law, a municipality must first demonstrate that a predominance of properties within the subject area exhibits conditions of blight, such as deteriorating buildings, graffiti, unscreened outdoor storage, junk, and other blight conditions. There are many conditions not related to blight that can and do impact the vitality of any area, such as economic conditions or population characteristics. However, because many blight conditions are visible, they generally have the most significant impact on an area in discouraging investment and growth and thwarting revitalization efforts and initiatives.

Blight:

Something that impairs growth, withers hope and ambition, or impedes progress and prosperity.

Definition of Blight - American Heritage Dictionary of the English Language, 4th edition.

State law establishes what property and building conditions constitute blight. Blight conditions within the Study Area were assessed pursuant to ARS §36-1471, which identifies nine (9) blight factors. The nine (9) blight factors include the following:

- **Dominance of defective or inadequate street layout** includes street layouts and roadways that are incapable or inadequate at handling traffic flow. Conditions include inaccessible parcels and / or confusing or unsafe traffic patterns.
- **Faulty lot layout** includes parcels that are either inadequate in size and / or shape, or properties that are inefficient in supporting appropriate use of land.
- **Unsanitary or unsafe conditions** include environments that may be harmful to human health and safety. Conditions include uncontrolled solid waste, evidence of homelessness, excessive animal droppings, and storage of items with little or no economic value other than salvage.
- **Deterioration of site or other improvements** includes physical property conditions that detract from the overall appearance. Conditions include general deterioration from age and weathering, unmaintained property, and major repairs unattended.
- **Diversity of ownership** includes buildings that are split between two or more parcels with different property owners, making it difficult to redevelop structures.
- **Tax or special assessment delinquency** exceeding the fair value of the land includes any financial burdens linked to the property.
- **Defective or unusual conditions of title** includes any conditions granted in a title that may make the property unmarketable or difficult to redevelop.
- **Obsolete subdivision platting** includes areas that are poorly subdivided, making proper development difficult. Conditions include unproductive and / or inaccessible parcels.

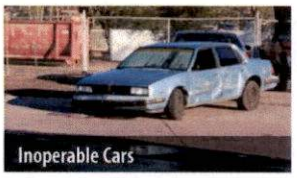
- **Conditions that endanger life or property** includes properties that contain conditions that pose threats to life or properties by fire, contamination, or other causes. Conditions include vacant buildings, excessive junk, blocked entrances, code violations, structural damage, and higher than normal crime rates.

All factors are not required to be assessed. "Diversity of Ownership", "Tax or special assessment delinquency" and "defective or unusual conditions of title" were not assessed. As documented in later in this report, a predominance of blight conditions is identified in the redevelopment area and the omitted factors are not necessary for the San Luis City Council to designate a redevelopment area.

(Refer to Chapters 2 and 3 of this report for more detailed information pertaining to the determination of blight, field-verified blight conditions in the Study Area, and regulations related to the processes and requirements of establishing a Redevelopment Area Plan.)

Impacts of Blight

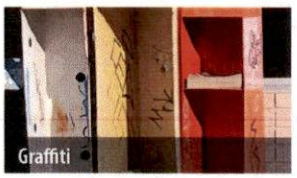
Blight conditions, ranging from abandoned or vacant properties to debris and graffiti, have a multitude of negative impacts on quality of life. These conditions diminish property values across a large area and compromise the health, safety, and welfare of residents and businesses. Over the long-term, deterioration and blight contribute to a neighborhood's instability and result in decreased private investment and concomitant loss in tax revenue that supports community services. The outcome is often a cycle of decline with long-lasting impacts. Examples of blighted conditions are shown below.


Inoperable Cars

Building Damage

Unpaved Driveway

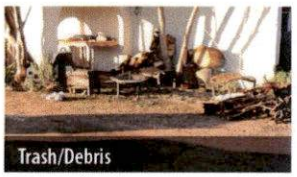
Fence Damage


Graffiti

Deteriorating Paint

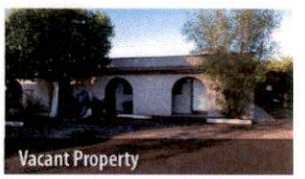
Overgrown Weeds

Vacant Building


Trash/Debris

Damaged/Incomplete Sidewalks

Roof Damage


Vacant Property

Statutory Authority

This report constitutes the first component of a deliberate, City-initiated process to establish the proposed Downtown Redevelopment Area with a designated central business district and to create and adopt a Downtown RDA plan to guide revitalization. Arizona Revised Statutes Title §36 grants municipalities the authority to designate RDAs in areas of communities impacted by significant blight

conditions. This assessment reveals blight conditions impact more than a predominance of properties in the Study Area.

Arizona Revised Statutes ARS §36-1471 defines a "blighted area as:

> *An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.*

Provided in this report is a summary of the blight assessment and details of the scope and extent of blight conditions within the proposed Downtown San Luis Redevelopment Area. A Finding of Necessity, as outlined in ARS §36-1473, is a required first step a municipality must approve and adopt before establishing an RDA. A Finding of Necessity is required to confirm a predominance of properties in a study area contain blighted conditions and therefore a municipality may proceed with the formation and adoption of a Redevelopment Area Plan to reverse blight conditions and facilitate revitalization and enhancement of a specific community area.

The finding of blight is a legislative determination by the municipality's governing body that, as a result of the presence of factors enumerated in the definition of "blighted area," the area is a detriment to the health and vitality of the community requiring the use of the municipality's redevelopment powers to correct those conditions or prevent their spread. In some cases, the factors enumerated in the definition are symptoms of decay, while at other times they are the cause of the problems. This report examines these factors to determine whether the factors indicate a deterioration that threatens the entirety of the community.

Arizona Revised Statutes §36-1473 requires municipalities to conduct and adopt a Finding of Necessity study prior to creating an RDA. This ARS states:

A. *A municipality shall not exercise any of the powers conferred on municipalities by this article until its local governing body adopts a resolution by a two-thirds vote finding both of the following:*

1. *One or more slum or blighted areas exist in the municipality.*

2. *The redevelopment of that area, or areas, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the municipality.*

This report provides the documentation, statutory/field analysis results, and the blight determination relative to the downtown San Luis area concluding a predominance of properties in downtown San Luis contain blight conditions; therefore work may begin on the formation of the RDA. Based on the conclusions of this Finding of Necessity Report, the Mayor and City Council may pursue the future development and implementation of a Redevelopment Area Plan, defining land uses, design elements,

policies, and other actions and strategies facilitating reinvestment, revitalization, and sustainable growth in the downtown San Luis area and establish a central business district.

Economic and Infrastructure Development Tools

The economic and infrastructure development tools available to Arizona cities for redevelopment purposes include federal and state tax abatement programs and are summarized below.

Government Property Lease Excise Tax Program (GPLET)

One of Arizona's available redevelopment tools is the GPLET program. The goal of the program is to help reduce the operating cost of a redevelopment project by replacing real property tax with an excise tax. The program can be used for up to eight (8) years but requires the land and buildings be transferred to a government entity and leased back for private use. GPLET excise taxes are computed on a per-square-foot basis and relative to use type. GPLETs are available only for those properties that are within designated redevelopment areas and the community's designated central business district.

Opportunity Zones

An important federal program that has been used recently by other municipalities to spur redevelopment investment is the Opportunity Zones Program. The Tax Cuts and Jobs Act passed that was enacted into law on December 22, 2017, added Opportunity Zones (OZ) to the tax code. These zones were created to spur economic development by providing tax benefits to private investors who invest new capital in `new development, redevelopment and businesses operating one or more OZ. The Opportunity Zones for San Luis were established in 2018, generally focused on the downtown area and the area north of downtown.

The Opportunity Zone Program allows investors in specified census tracts to receive preferential tax treatment. Opportunity Zones are economically distressed portions of a community where new investment, under guided conditions, may be eligible for preferential tax incentives. Opportunity Zone Census Tracts are nominated by the Governor of each state and then certified by the U.S. Treasury Department.

The Opportunity Zone designation, combined with the adoption of the RDA and RDA plan creates a highly favorable investment climate for downtown San Luis. The net return on investment results vary by state, but in general, Opportunity Zone investments are typically projected to be 30% higher than traditional investments.

Community Demographics

The demographic characteristics of an area can significantly impact the presence of blight in a specific area. An analysis of demographic information establishes the baseline character of an area and provides context to the study. Demographic conditions such as poverty, unemployment, and housing tenure (own versus rent) can increase blight conditions within an area.

The key demographic indicators used in this comparison are detailed below. They include median age, high school attainment, median household income, population below the poverty line, median home value,

housing tenure, and cost-burdened population. Data utilized for this comparison was obtained from the 2013-2017 American Community Survey 5-Year Estimates and calculated using an average of the twenty-seven overlapping census tracts. This demographic analysis compares the downtown area with the larger planning area for San Luis and the six jurisdictions of:

- City of Yuma
- City of Somerton
- City of Nogales
- Yuma County
- City of Douglas

Demographic Data and Comparison Analysis

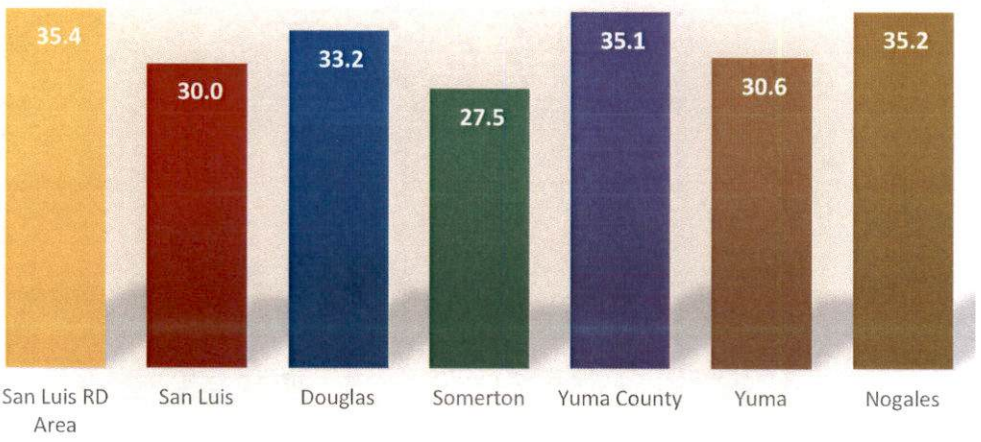
The comparative demographic analysis of the downtown area to the previously listed cities and counties is provided below.

Median Age

Median age is the age at the midpoint of the population. Half the population is older than the median age and half of the population is younger. The median age within the downtown San Luis area is 35 years old, 5 years older than the larger San Luis community. The downtown San Luis area shares the median age of 35 years old with Yuma County and Douglas, all leading other comparison cities by 5 years except for the City of Douglas at 33 years.

By way of comparison, in 2018, the median age of the population of the United States was 38.4 years, slightly older than the 35.4-year median age of the Study Area. The City of San Luis is reflecting current national trends toward an aging population, as more and more baby boomers retire. The aging population in the United States means society is going to have to find a way to adapt to the larger numbers of an aging society. An older population will have significant impacts on numerous communities. Changes in Social Security, employment, and the age of retirement will have to adapt if the population continues to age along this trend line.

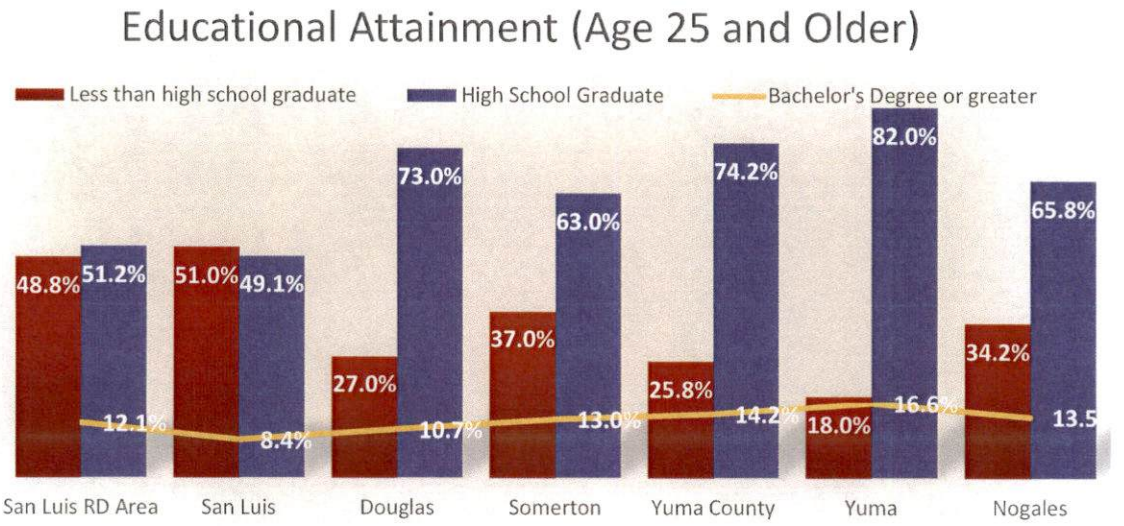
Median Age



EDUCATIONAL ATTAINMENT (AGE 25 AND OLDER)

Educational Attainment refers to the percentage of the population over 25 years old and older who have received less than a high school diploma, attainment of their high school diploma or equivalent education certification, and that of the population with a bachelor's degree or greater. Educational attainment is described as the highest level of education an individual has completed. This is distinct from the level of schooling an individual is currently attending.

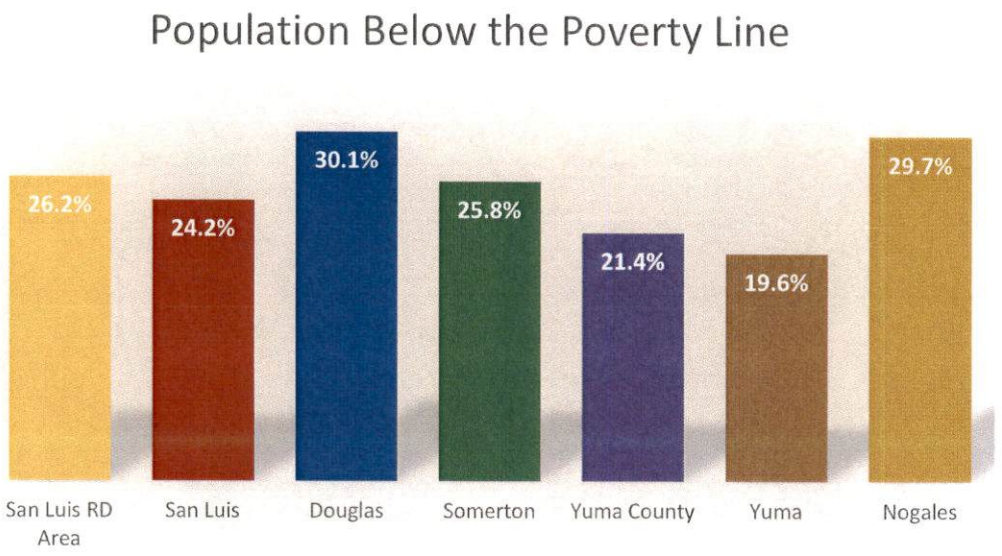
The downtown San Luis area has nearly the highest percentage of the population not attaining a high school diploma when compared to other cities in this analysis. The City of Yuma has the highest percentage of its population with a bachelor's degree or greater at 80%, and the highest percentage of its population attaining high school graduation at 18%. By way of comparison, 50% of the population in the downtown San Luis area has attained a High School diploma, showing 11% of the population.



Population Below Poverty Line

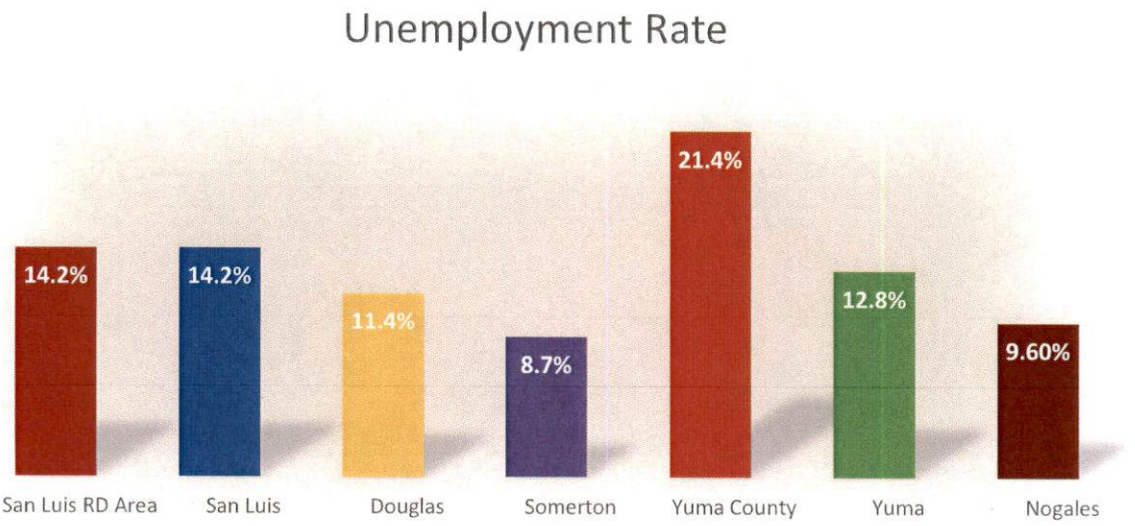
Following the Office of Management and Budget's (OMB) Statistical Policy Directive 14, the Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who is poverty-stricken. If a family's total income is less than the family's threshold, then that family and every individual in it is considered in poverty. The official poverty thresholds do not vary geographically, but they are updated for inflation using the Consumer Price Index (CPI-U). The official poverty definition uses money income before taxes and does not include capital gains or noncash benefits (such as public housing, Medicaid, and food stamps).

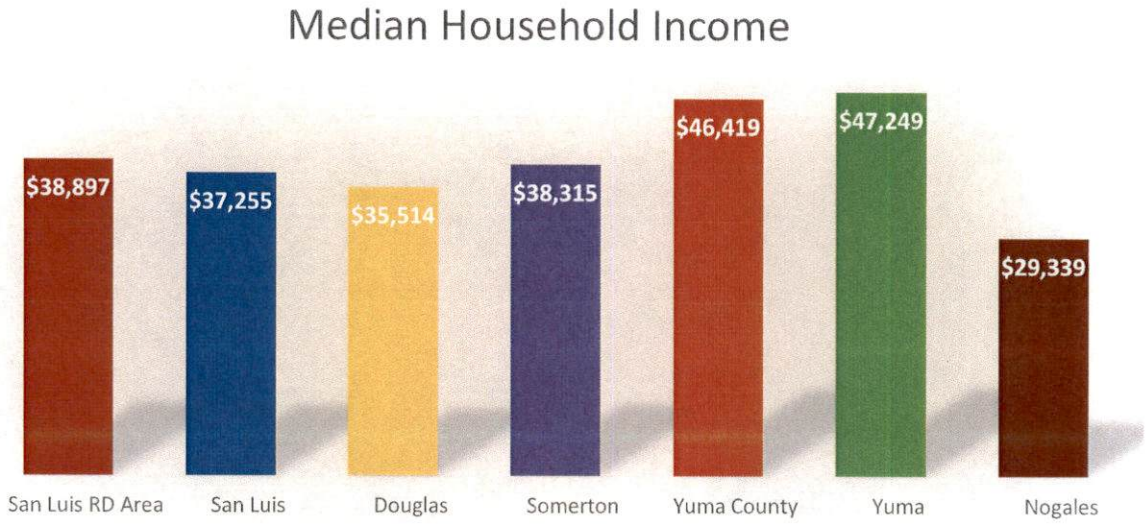
In this comparison, Douglas and Nogales have higher rates of Population Below the Poverty Line at 30.1% and 29.7% respectively. The City of Yuma and Yuma County had the smallest percentages out of the comparison group at 19.6% and 21.4%. The downtown San Luis area, larger City-wide numbers, and Somerton area formed the midpoint group, all around the 25% mark. Nationally, Population Below the Poverty Line was 9.2% in 2019, significantly lower than all comparison jurisdictions within this section. The closest jurisdictions to the national percentage of the population below the poverty line are the City of Yuma and Yuma County, both nearly double the percentage. San Luis and Somerton are almost three times larger than the national percentage.



Unemployment Rate

The Unemployment Rate represents the number of unemployed people as a percentage of the civilian labor force. The comparison jurisdictions, including San Luis, range in unemployed percentages from 20-30%. The downtown San Luis area and the larger San Luis communities have similar unemployment rates, at 26.2% and 24.2%. The current unemployment rate for Arizona (at the time of this study, September 2021) is 5.7%, and the national unemployment rate is 4.8%. All Study Area jurisdictions have significantly higher unemployment rates nationally than with the State of Arizona.



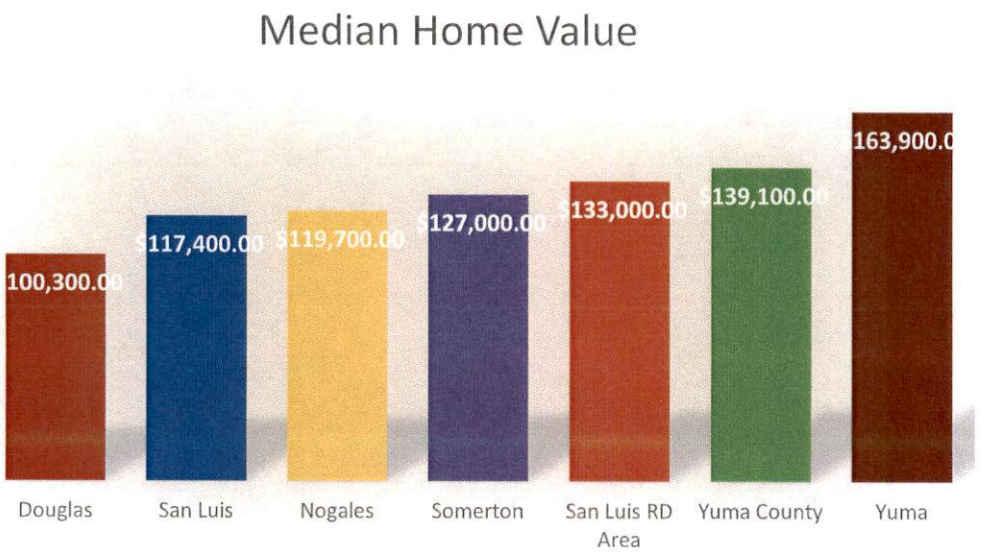


Median Household Income

The median household income is the amount that divides the income distribution into two equal groups, half having incomes above the median, and half having incomes below the median. The median household income includes the income for all individuals which reside in a single household. The City of Yuma and Yuma County are the highest of all the comparison jurisdictions with Median Household Income over $45,000. San Luis, the downtown San Luis, Douglas, and Somerton all have similar Median Household Incomes between $35,000 and $40,000. Nogales has the lowest Median Household Income below $30,000. All comparison communities used here are significantly below the national Median Home Income of $62,843.

Median Home Value

The median home value divides the value distribution into two equal parts: one-half of the cases falling below the median value of the property (house and lot) and one-half above the median. Median value calculations are rounded to the nearest hundred dollars. The downtown San Luis area exceeds the Median Home Value for greater San Luis. The national Median Home Value in 2015-2019 was $217,500, significantly higher than the highest comparison jurisdiction by $57,500.



Housing Tenure

Housing Tenure refers to the amount of owner-occupied and renter-occupied housing units in the Study Area. A housing unit is owner-occupied if the owner, or co-owner, lives in the unit, even if it is mortgaged, or not fully paid for. A cooperative or condominium unit is "owner-occupied" only if the owner or co-owner lives in it. A housing unit is occupied if a person or group of persons is living in it at the time of the census or survey or if the occupants are only temporarily absent, for example, on vacation. Combined with other factors, lower homeownership and higher renter-occupied homes often correlates with economic challenges in an area. The City of San Luis has the largest percentage of owner-occupied units and the smallest percentage of renter-occupied units. Downtown San Luis, Somerton, the City of Yuma, and Yuma County have similar owner-occupied and renter-occupied percentages. The City of Nogales has nearly an even split between owner-occupied and rental-occupied units.

HOUSING AFFORDABILITY

San Luis RD Cost Burdened Households	
Less than 20%	35.5%
20%-30%	29.4%
30%-35%	9.1%

San Luis Monthly Owner Costs as a Percent of Household Income
Source: 2017 American Community Survey 5-Year Estimates

Comparing median household income to home values in the city helps measure housing affordability. The above figure lists the percentage of income that homeowners in San Luis spend on housing. Homeowners are considered "cost-burdened" when they spend more than 30% of their income on housing costs, including mortgages. Additionally, homeowners are considered "very cost-burdened" when they spend 35% or more on housing costs. In 2017, 11.8% of homeowners in San Luis were cost-burdened and 33.2% were very cost-burdened. These numbers indicate almost half of all homeowners in San Luis are cost-burdened at some level.

Relationship to Existing Plans

Several existing plans support the community's vision for downtown San Luis. This vision, as well as the existing plans' stated goals will influence the RDA plan and help guide revitalization efforts. The San Luis 2040 General Plan, in particular, makes several specific recommendations regarding the revitalization of this important community core area, including the formal designation of the downtown as a Redevelopment Area and creation of a comprehensive RDA plan. The 2040 General Plan, local transportation plans and studies, and relevant regional plans are presented below as part of the broader planning framework supporting revitalization and the City's future vitality.

San Luis 2040 General Plan

Downtown San Luis has historically been the cultural center of the community. As the City has grown and expanded, most new development has occurred in high-growth areas to the north and east of the city center. The Downtown area has experienced very little new development over time resulting in its revitalization and redevelopment being a key component of initiatives for economic enhancement identified in the San Luis 2040 General Plan. More specifically, the General Plan contains the following goals and policies that support the development and adoption of Redevelopment Area and RDA plan:

- Policy E-10.1 Explore opportunities to establish a redevelopment area within the downtown area
- Policy E-10.2 Develop a downtown master plan that provides a vision for downtown redevelopment. The Downtown Master Plan should:
  - Conduct a development suitability assessment for the downtown area
  - Identify target areas for redevelopment
  - Prioritize infrastructure improvements that facilitate development
  - Provide strategies for redevelopment
  - Identify funding mechanisms to implement the Master Plan
- Policy E-10.3 Ensure downtown San Luis is a focus area in future planning initiatives, including the Parks and Recreation Master Plan, Transportation Master Plan, and Active Transportation Master Plan.
- Policy E-10.4 Establish a Downtown Reinvestment District to help fund future infrastructure and beautification projects
- Policy E-10.5 Conduct a market feasibility study for downtown San Luis
- Policy E-10.6 Foster strong relationships and partnerships with community organizations in revitalizing downtown
- Policy G-1.2 Encourage land uses that would contribute to the revitalization and redevelopment of the downtown area

- Policy G-8.2 The City of San Luis should evaluate the projects and programs in its Capital Improvements Program based on their location in relation to the City's designated growth areas.

  - Downtown Growth Area

  The Downtown Growth Area covers the historic original townsite for the city at the international border crossing at San Luis I Port-of-Entry and is the cultural and historic heart of San Luis. This area is characterized as a compact lot, main-street scale development comprised of a mixture of uses including retail, financial, medical, office, civic, education, restaurants, and entertainment uses.

  The overall growth objective for this area is to support revitalization and redevelopment of the area and infill development in a manner that advances the land use, economic development, and growth policies of this plan. This area is intended to be enhanced as a vibrant, walkable, mixed-use community hub, attracting people for shopping, work, recreation, and socializing. The Downtown Growth Area is intended to accommodate higher density/intensity land uses and be comprised of a complementary balance and mixture of uses contributing to a complete community focal area. The Downtown Growth Area is intended to be a unique blend of housing, shopping, and entertainment. – San Luis 2040 General Plan

City of San Luis Small Area Transportation Study

The purpose of this study was to inventory the existing conditions and characteristics of the roadway network in San Luis and to identify potential areas of improvement. The Study promotes a "Complete Streets" approach to the future development of multimodal facilities and suggests San Luis is ideal for walking and bicycling due to its small geographic area and the large volume of pedestrians and bicyclists crossing the U.S.-Mexico border on a daily basis. The Study makes the following general recommendations for bicycle and pedestrian facilities:

- Improved crosswalks
- Pedestrian signals at major intersections
- Improved curb cuts at crosswalk locations
- Pedestrian amenities such as landscaping for shade
- "Bulb outs" or pedestrian refuge areas in appropriate locations
- Pedestrian crossing between Main Street and 1st Avenue
- Bicycle lanes on Main Street and Juan Sanchez Boulevard
- Other low-volume, low-speed roadways as shared vehicle-bicycle facilities

ADOT Binational San Luis Transportation Study, 2013

The ADOT Binational San Luis Transportation Study (BSLTS), 2013, was a joint effort by the City of San Luis, Cuidad de San Luis Rio Colorado, and the Arizona Department of Transportation (ADOT). The primary goal was to prepare a long-range multimodal transportation plan that addresses the most critical current and future transportation issues for the cities of San Luis, Arizona, and San Luis Rio Colorado, Sonora, Mexico. The Study focused on updating the San Luis Small Area Transportation Study to provide

an integrated transportation plan specifically addressing travel demands for all modes of travel to reflect changes in population and the economic interdependency of the two cities, the resurgence of the maquiladora industry, the opening of San Luis Commercial Point of Entry II, and changes to future land uses considered in the San Luis 2040 General Plan. The ADOT Binational San Luis Transportation Study objectives included:

- Enhance the mobility and connectivity of the transportation system at the international, regional, and local levels
- Address pedestrian and bicycle needs
- Determine the viability of current and planned bicycle and pedestrian infrastructure
- Enhance connectivity between modes of travel: vehicular, transit, bicycle and pedestrian
- Identify funding sources and strategies
- Enhance communication with the advisory committee and the public

The BSLTS focused on students, employees, and recreational users of the international border crossing and identified the need for sidewalk connectivity and bicycle lanes, as well as other facilities near and surrounding the "core activity area". The BSLTS identified examples of unsafe pedestrian crossings and low-cost intersection improvements involving restriping pedestrian crosswalks. Three (3) key, short-term recommendations relating to bicycle and pedestrian facilities are highlighted:

- Conduct a study to address pedestrian safety and mobility throughout the city. Potential improvements could include pedestrian signal crossing locations and devices and/or pedestrian refuge islands
- Conduct a study to review and research bicycle users' travel patterns
- Review and research pedestrian and bicycle amenities specific to the needs of San Luis Rio Colorado

Yuma Metropolitan Planning Organization (YMPO) - Regional Transportation Plan (RTP)

The Yuma Metropolitan Planning Organization (YMPO) is a nonprofit metropolitan planning organization for the Yuma region. YMPO develops and implements the Regional Transportation Plan (RTP) with the overarching goal of developing a multimodal transportation system in the organization's service area. Jurisdictions that makeup YMPO are the City of Yuma, Yuma County, the Cocopah Indian Tribe, the Town of Wellton, the Quechan Indian Tribe, the cities of San Luis, Somerton, and the Arizona Department of Transportation (ADOT). The RTP is a coordinated system of capital-intensive roadways projects, transit improvements, and pedestrian/bicycle facilities needed through 2041. The core mission of the RTP is to minimize impacts to society and the environment while providing for enough capacity and transportation choices to ensure the region's economy continues to grow.

YMPO 2018-2041 Regional Transportation Plan

The 2018-2041 Regional Transportation Plan applicable to the City of San Luis provides the following:

City of San Luis – Over two million pedestrians annually cross the U.S./Mexico border at San Luis POE I, giving the downtown area of the City of San Luis the highest level of pedestrian activity in the region. In 2015, the San Luis Street improvement project was completed, which included pedestrian improvements. The project included rerouting San Luis POE traffic away from the busy business district, which has significant pedestrian and bicycle traffic. POE traffic was moved to two local roads that were converted to one-way streets to relieve some of the traffic congestion and enhance safety.

By rerouting vehicle traffic from the San Luis POE away from Main Street, access to businesses along Main Street was improved to better accommodate pedestrians and bicyclists. It also allowed for additional parking, benches, new pavement, pavement striping, and landscaping.

ADOT installed the first pedestrian-activated signalized crosswalk in Yuma County, located at the intersection of US 95 (Main Street) and Urtuzuastegui Street. This special type of traffic light, known as the Pedestrian Hybrid Beacon, is a system of indicator lights and signs that controls vehicle traffic to assist pedestrians in safely crossing a major street or highway at a marked crosswalk that does not have a standard traffic signal.

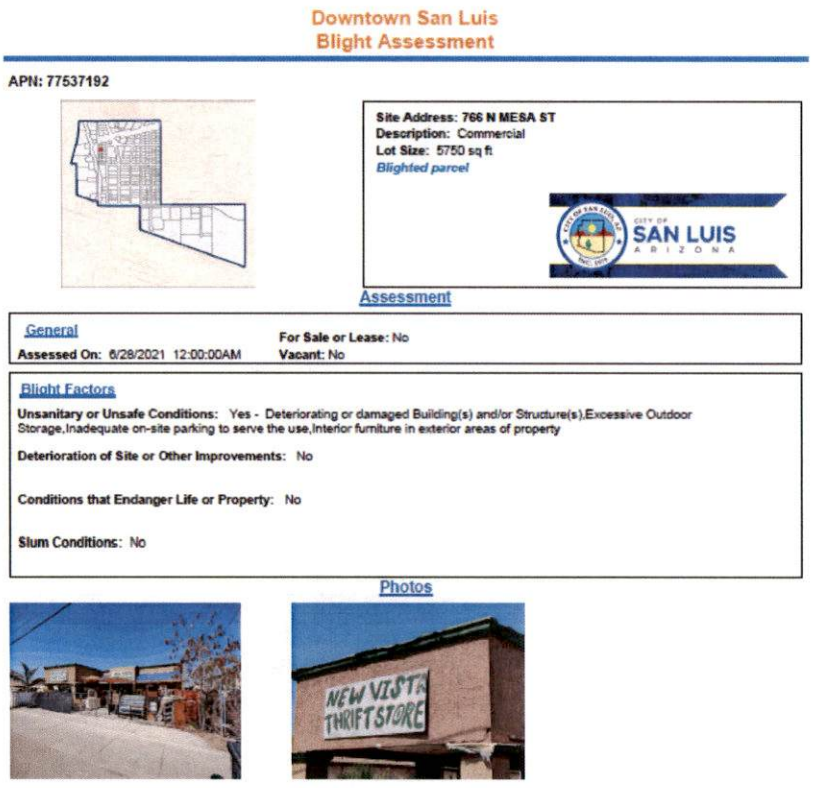
Chapter 2 DETERMINATION OF BLIGHT

Within this chapter the determination of blight will be looked at in the following ways:

- Blight Assessment Methodology
- Blight Assessment Results and analysis
- Blight Determination for the downtown San Luis Area

Blight Assessment Methodology

The process of assessing blight in the Downtown San Luis area was programmatically divided into steps to thoroughly analyze blight conditions for this Finding of Necessity. The first step in assessment was the review 2020 imagery provided by the Yuma County Assessor's website and Google Maps. This aerial survey allowed for examination of portions of properties that were inaccessible from an on-site field survey and assisted in the development of the Downtown San Luis RDA boundary. This boundary was established based on areas that appeared to have blight conditions and needed improvement within downtown San Luis and the areas surrounding downtown. The on-site field survey of the entire Redevelopment Area was conducted between June 28 and 29th, 2021. The field survey team used the Fulcrum app while on-site to photograph and record the blight assessment for each parcel. If the parcel was identified as containing one or more blight conditions, the surveyor recorded the property as blighted with a description and photograph of the blight condition. This process was performed on each parcel assessed.


Downtown San Luis
Blight Assessment

APN: 77537192

Site Address: 766 N MESA ST
Description: Commercial
Lot Size: 5750 sq ft
Blighted parcel

Assessment

General
Assessed On: 6/28/2021 12:00:00AM
For Sale or Lease: No
Vacant: No

Blight Factors
Unsanitary or Unsafe Conditions: Yes - Deteriorating or damaged Building(s) and/or Structure(s),Excessive Outdoor Storage,Inadequate on-site parking to serve the use,Interior furniture in exterior areas of property
Deterioration of Site or Other Improvements: No
Conditions that Endanger Life or Property: No
Slum Conditions: No

Photos

San Luis, Arizona, Urban Blight Field Assessment
9/15/2021
Page 72 of 102

Figure 3-1

Figure 3-1 provides an example of the result of the on-site field survey assessment. Blight

assessments recorded in Fulcrum were instantly uploaded to a cloud-based online server compatible with ESRI ArcGIS.

Upon completion of the field and aerial visual surveys, the Fulcrum data was exported to a geodatabase. After running checks for errors or omissions and correcting any issues, this data was mapped in ESRI's ArcGIS ArcMap to review and to calculate the scope of blight throughout the entire Redevelopment Area.

After the field and aerial surveys were completed to assess visual blight, frequency of crime, and active code violations were examined in the downtown area. Average crime rates (crimes per 1,000 people) for the five years between 2016 - 2021 were obtained from census tracts and the City of San Luis Police Department.

Blight Assessment Results

As detailed in Chapter 2, of this Finding of Necessity Report, a "blighted area" is an area where a predominance of properties within an area contains any of the following conditions (ARS §36-1471):

- Dominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Diversity of ownership
- Tax or special assessment delinquency exceeding the fair value of the land
- Defective or unusual conditions of title
- Improper or obsolete subdivision platting
- Existence of conditions that endanger life or property by fire and other causes.

Results of the assessment were analyzed in two ways:

Parcel Number Calculation. The percentage based on the total number of blighted parcels in relation to the total number of parcels within the redevelopment area.

Parcel Square Footage Calculation. The percentage based on the total square footage of blighted parcels in relation to the total square footage of land within the redevelopment area, excluding public rights-of-way.

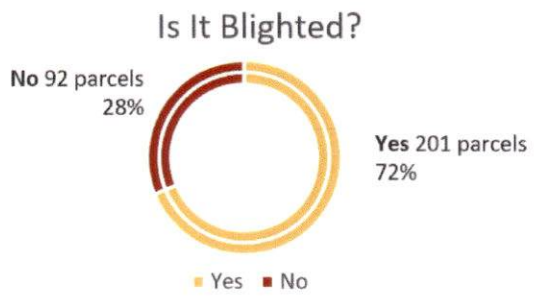


Figure 3-2

Figure 3-2 displays the total amount of blight assessed within the redevelopment area and includes the number and percentage of parcels with at least one (1) blight factor. The subsections following, detail each category of blight condition in the redevelopment area.

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	**186**	**63.48%**	**118.8**	**54.40%**

Table 3-1

Blight conditions were measured based on the specific building, site, or other property conditions further detailed in the following sections. Some of the blight conditions established by Arizona Revised Statures were measured in multiple ways. As an example, the "Unsanitary and Unsafe" condition was measured by:

- Parking on a Surface Other than Asphalt or Concrete
- Refuse Debris, and Junk,
- Overgrowth Weeds, Unkept Landscaping,
- Animal Droppings, and Unrestrained Animals, Feral Cats or Dogs.

The presence of these blight conditions contributes to a structure being unsafe or the condition of a property considered to be unsanitary. If measured in another instance, a similar condition could be categorized as Deterioration of Site or Other Improvements, given the actual field condition present as recorded by the field analyst. These broad interpretations of how state law can interpret a site, as highlighted above, became focus areas for this portion of the Downtown San Luis Redevelopment Area Plan. The three main categories formed as follows:

- Unsanitary or Unsafe Conditions
- Deterioration of Site or Other Improvements
- Conditions that Endanger Life or Property

All properties in the potential redevelopment area were assessed for the presence of eighteen (18) blight conditions provided in the below. As can be seen from Table 3-1, 63.48% of the parcels within the redevelopment area include the presence of at least one (1) blight factor, in excess of the required predominance of the area (50%) being blighted as required by Arizona Revised Statute.

The eighteen measured factors are listed as follows:.

1. Parking on Surface Other Than Asphalt or Concrete
2. Refuse, Debris and Junk
3. Overgrowth Weeds, Unkept Landscaping
4. Excessive Outdoor Storage
5. Graffiti
6. Junk and Abandoned Vehicles
7. Deteriorating or Damaged Building(s) and/or Structure(s)
8. Deteriorating or Damaged Fence or Wall
9. Evidence of Over Occupancy and Overcrowding
10. Interior Furniture in Exterior Areas of Property
11. Inadequate On-site Parking to Serve the Use
12. Evidence of Homelessness
13. Animal Droppings
14. Damaged or Incomplete Sidewalk
15. Deteriorated or Damaged Parking Surface
16. Inadequate or Incomplete Connection to the Street
17. Inadequate Stormwater Drainage Detention of Conveyance
18. Unrestrained animals, Feral Cats or Dogs

Table 3-2 below provides the number and percentage of properties impacted by the three (3) broad blight categories established through the categories in state law and the focus of this blight assessment. The downtown San Luis area meets the definition of a "blighted area" for two of the three broad redevelopment area plan categories established under state law. These findings contribute to the required blight Finding of Necessity in the establishment of the redevelopment area for this area.

Number of Blighted Parcels by Blight Factor

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Unsanitary or unsafe conditions	116	39.59%	103.83	47.54%
Deterioration of site	109	37.2%	58	26.56%
Conditions that endanger life or property	2	1%	0.51	0.23%
TOTAL	226	77.13%	162.34	74.34%

Table 3-2

The following subsections record some of the more notable blight conditions found within the redevelopment area.

1. Inadequate or Incomplete Connection to the Street

Inadequate or Incomplete Connection to the Street includes properties lacking an improved connection to the public roadway. Properties in this category are deficient with the City's requirements for curb, gutter, sidewalk, and paved surface connecting parking areas to the adjacent rights-of-way. This condition contributes to blight with unsafe and uncontrolled vehicular access to the public street from parking areas on residential or commercial properties within the RDA.

As shown in **Table 3-3**, 3.5% of the total parcels in the RDA is determined to be blighted due to an inadequate connection to the street. **Figure 3-3** displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Inadequate or Incomplete Connection to the Street	**7**	**3.5%**	**.79**	**.37%**

Table 3-3

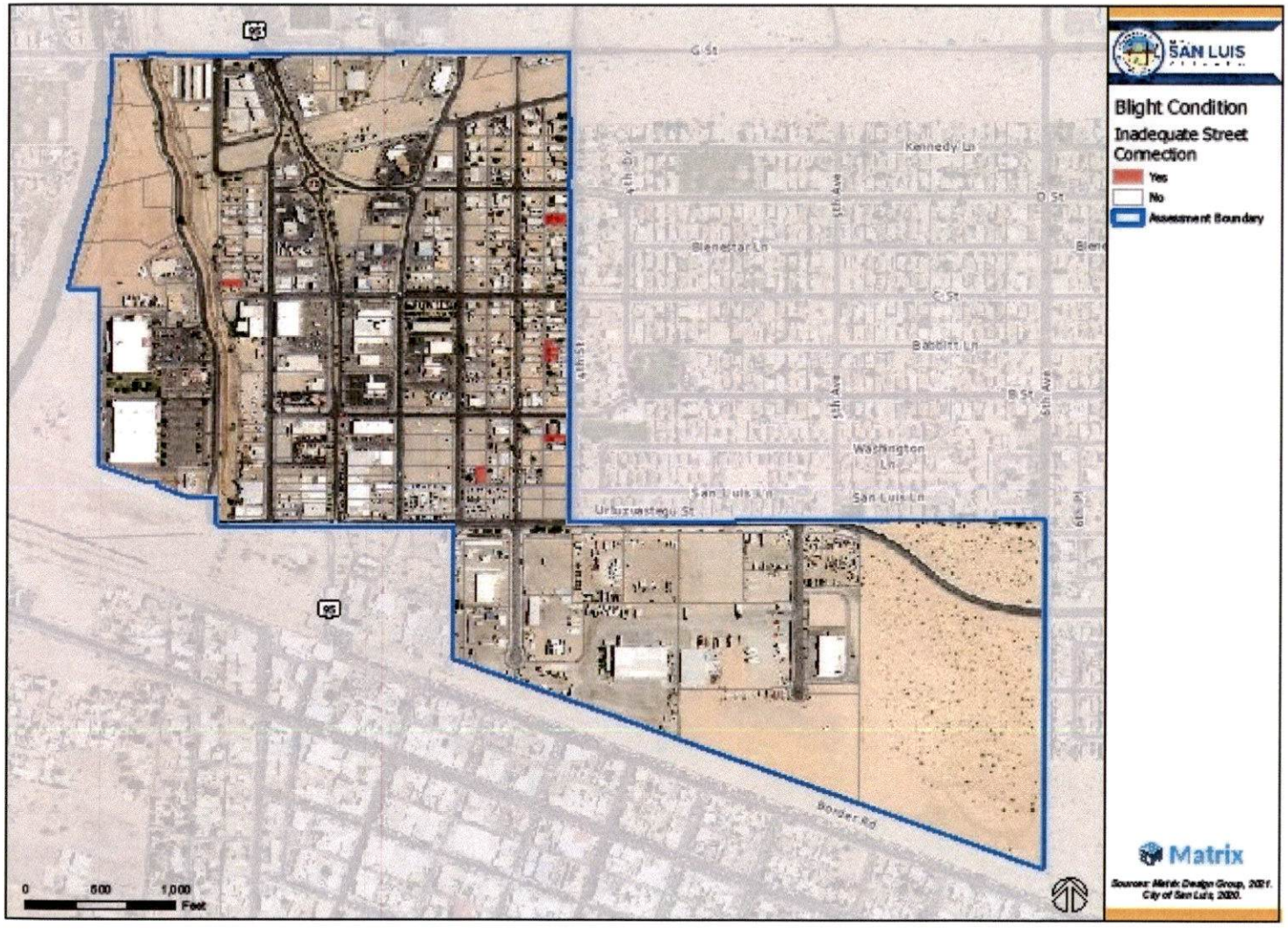

SAN LUIS
Blight Condition
Inadequate Street Connection
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.
0
500
1,000
Feet
G St
Kennedy Ln
5th Dr
5th Ave
O St
Bienestar Ln
C St
Babbitt Ln
B St
5th St
Washington Ln
San Luis Ln
Urbizuwstegu St
6th Pl
Border Rd
95

Figure 3-3

2. Parking on Surface Other Than Asphalt or Concrete

This blight factor involves the parking of operable and/or inoperable vehicles on dirt or unimproved surfaces. Section 15.2 of the San Luis Zoning Ordinance requires required parking to be provided on asphalt, concrete, or similar dust-free surface. This blight factor was categorized either as an Unsafe/Unsanitary if the condition presented a health concern related to dust emissions or Deterioration of Site if the condition provided a suboptimal surface, such as decomposed granite as opposed to a solid, durable surface such as asphalt or concrete. Combined, this blight condition was present on 108 properties, or over 36.8% of properties within the boundaries of the RDA.

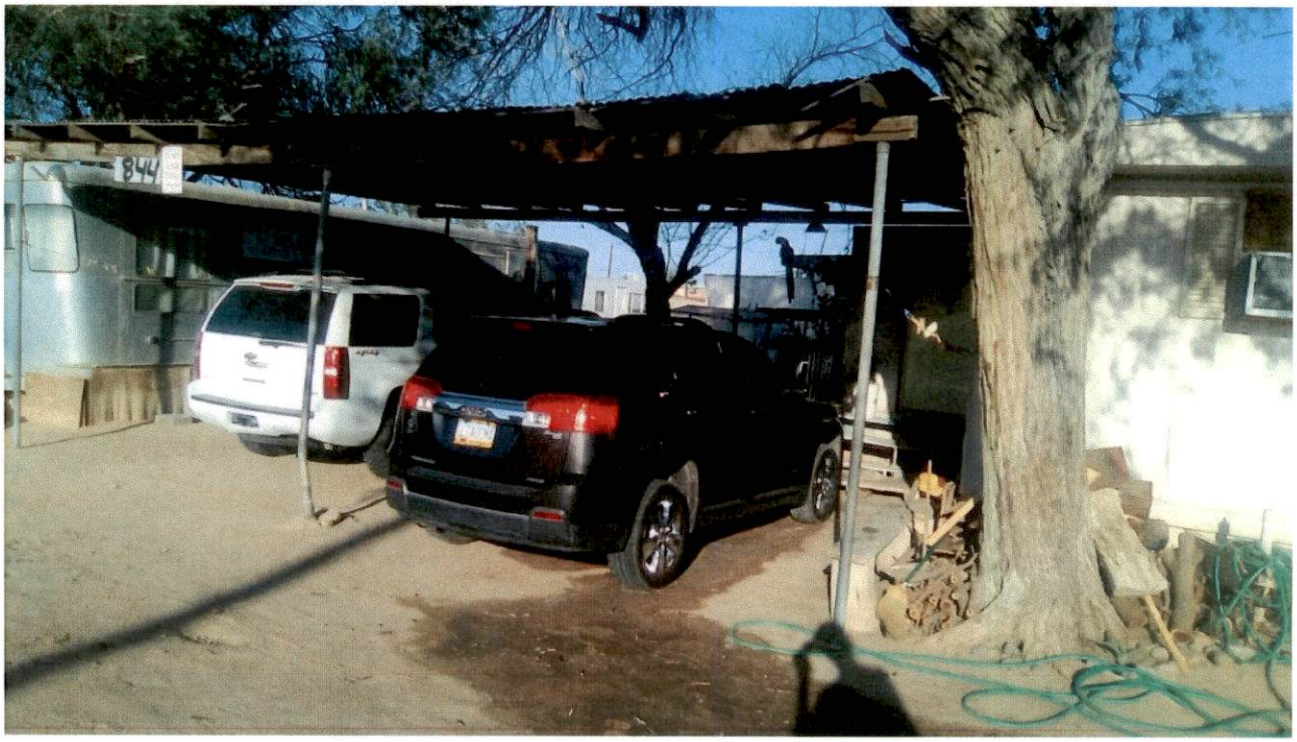


Table 3-4 47.1% the total parcels in the RDA is determined to be blighted due to Parking on Surface Other than Asphalt or Concrete.

Figure 3-4 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Parking on Surface other than Asphalt or Concrete	108	36.8%	102.9	47.1%

Table 3-4

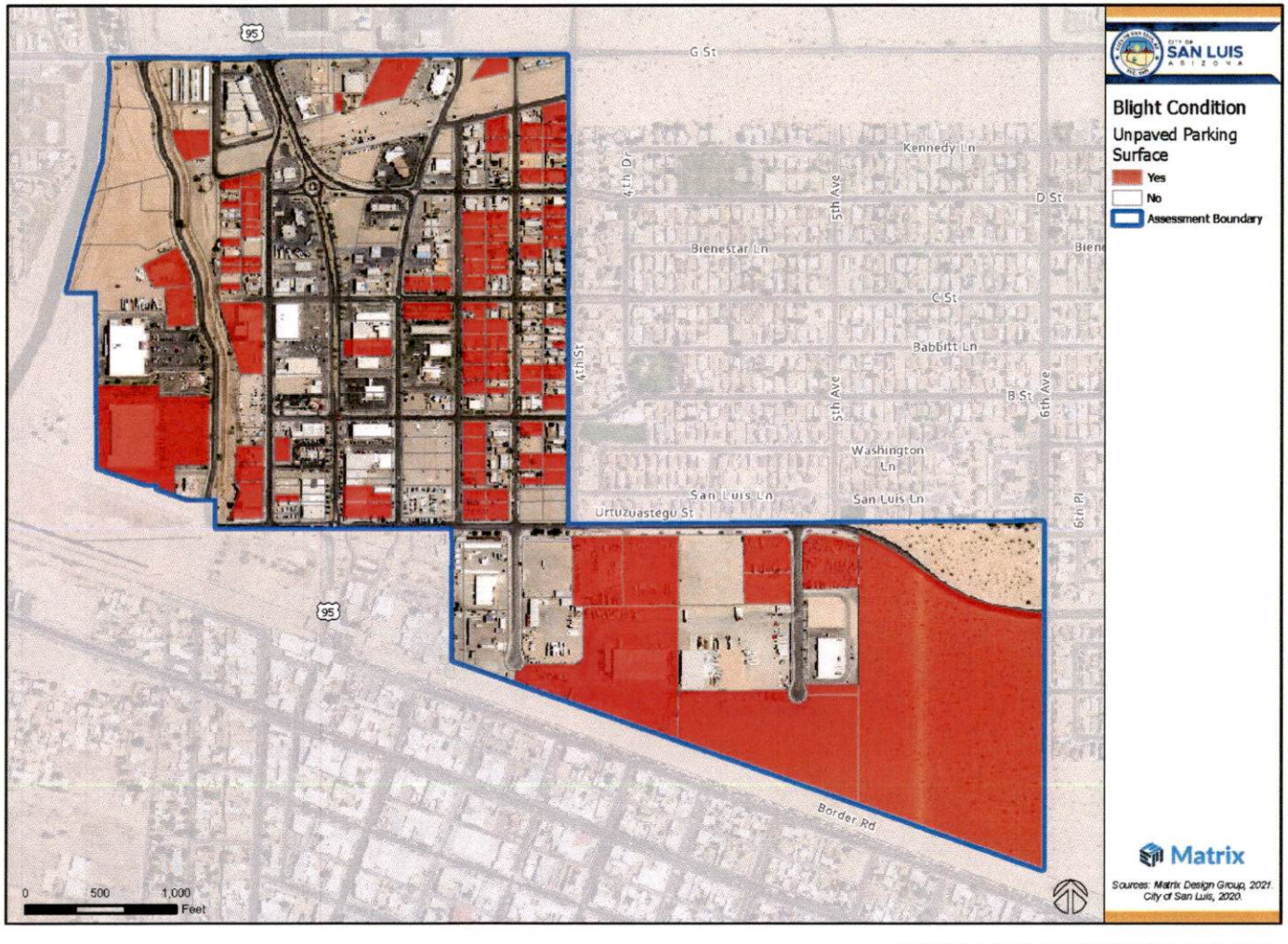

95
G St
4th Dr
Kennedy Ln
5th Ave
D St
Bienestar Ln
C St
4th St
Babbitt Ln
B St
6th Ave
Washington Ln
San Luis Ln
Urtuzuastegui St
6th Pl
Border Rd
0
500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Unpaved Parking Surface
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021
City of San Luis, 2020.

Figure 3-4

3. Refuse/Debris/Junk

This blight factor involves the presence of refuse and debris on the residential property or premises of the business. In some cases, vacant land with refuse was counted separately under each category. Refuse and junk could have been counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 64 parcels or 31.8% of the parcels in the RDA boundary.

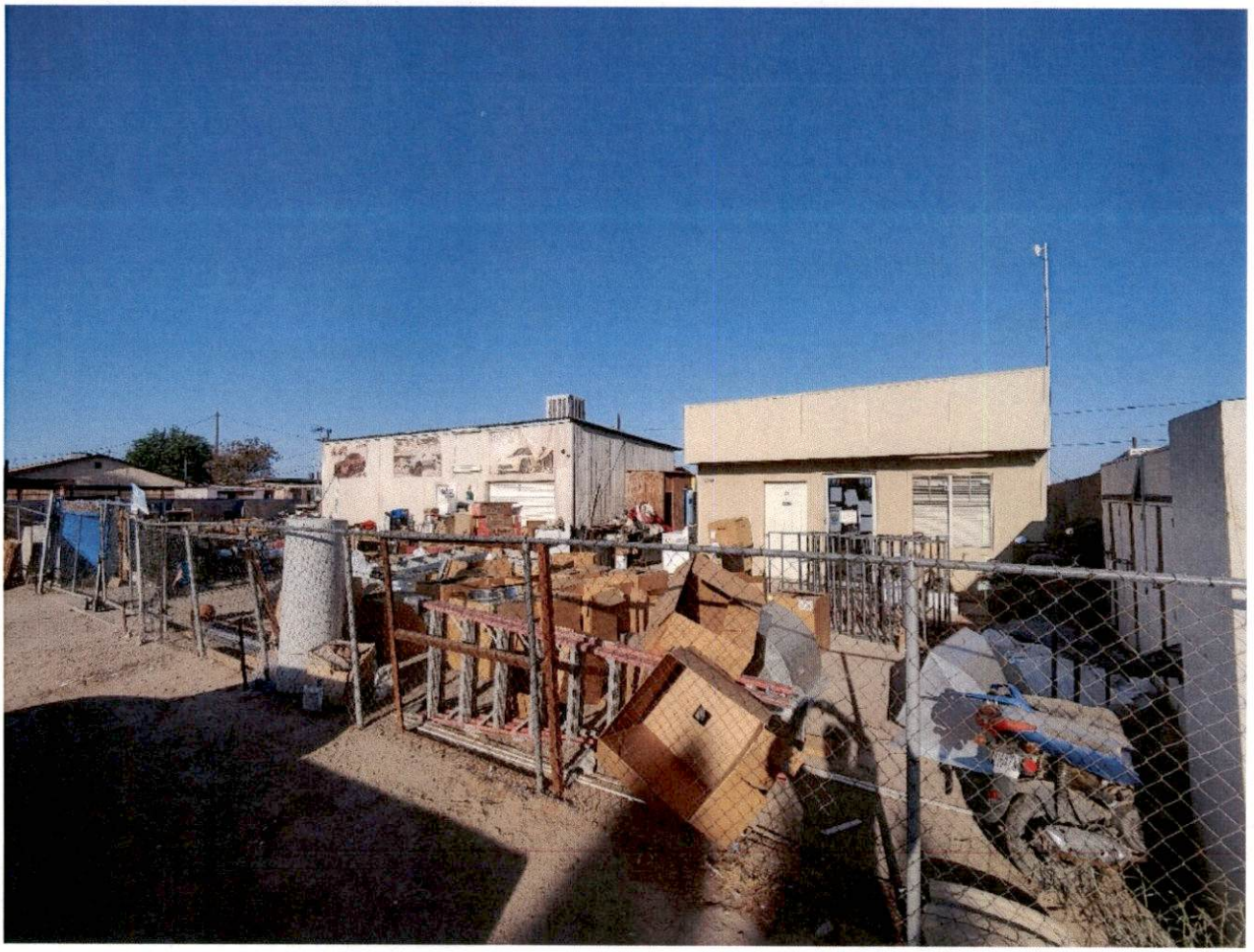
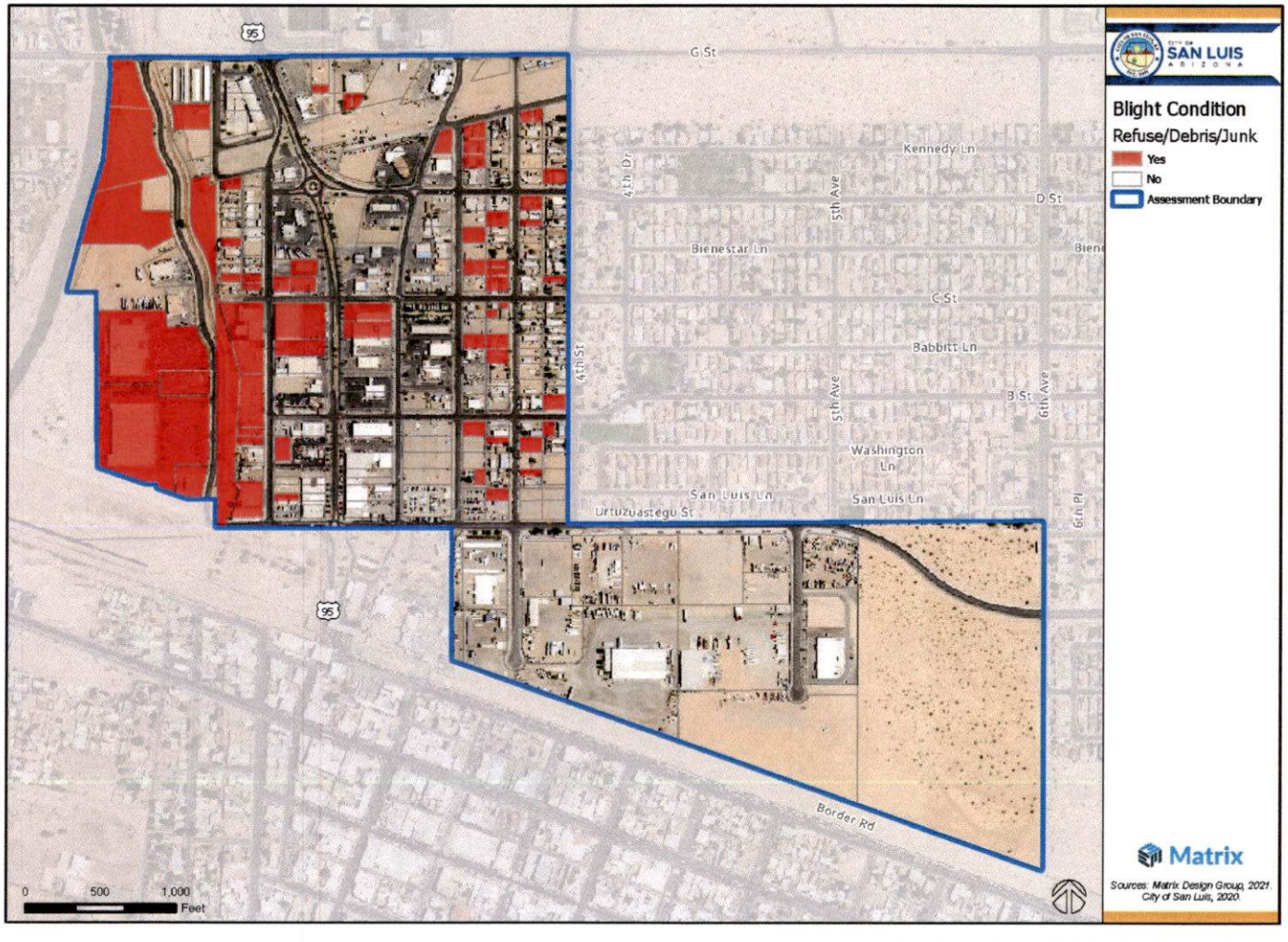


Table 3-5 21.8% the total number of parcels in the RDA is determined to be blighted due to Refuse/Debris/Junk.

Figure 3-5 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Refuse/Debris/Junk	64	21.8%	40.2	19%

Table 3-5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G St
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Babbitt Ln
4th St
5th Ave
6th Ave
B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegui St
6th Pl
95
Border Rd
0
500
1,000
Feet
SAN LUIS
ARIZONA
Blight Condition
Refuse/Debris/Junk
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021
City of San Luis, 2020.

Figure 3-5

4. Deteriorating or Damaged Building and/or Structure

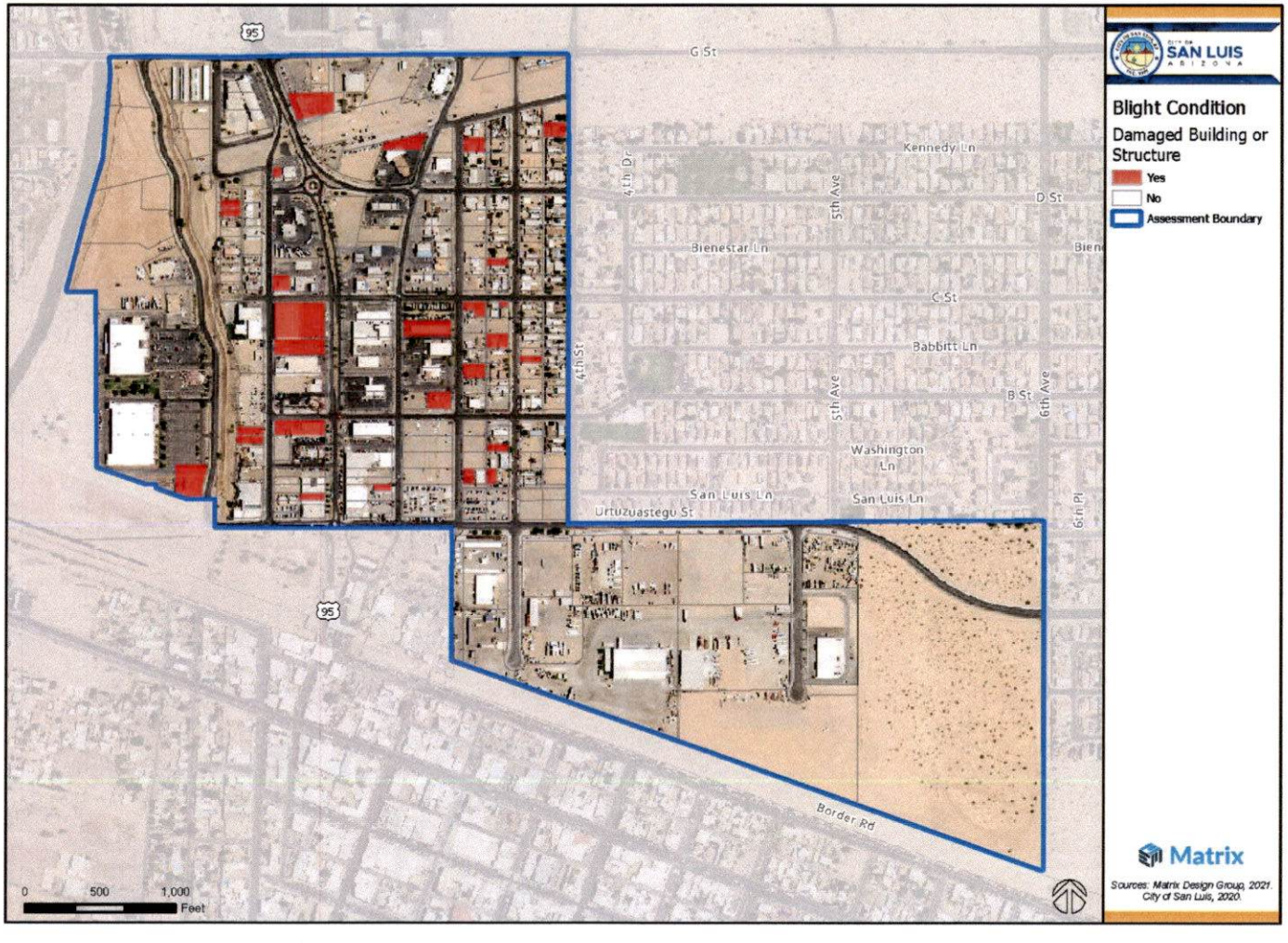
This blight factor involves the presence of a Deteriorating or Damaged Building and/or Structure which could include wall damage, roof damage, or other elements of the building or structure including supporting elements, awnings, and other attached elements of construction. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 36 parcels or 17.9% of the parcels in the RDA boundary.

Table 3-6 27.5% of the total number of parcels in the RDA is determined to be blighted du to Deteriorating or Damaged Building and/or Structure.

Figure 3-6 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Deteriorating or Damaged Building and/or Structure	36	12.3 %	60	27.5%

Table 3-6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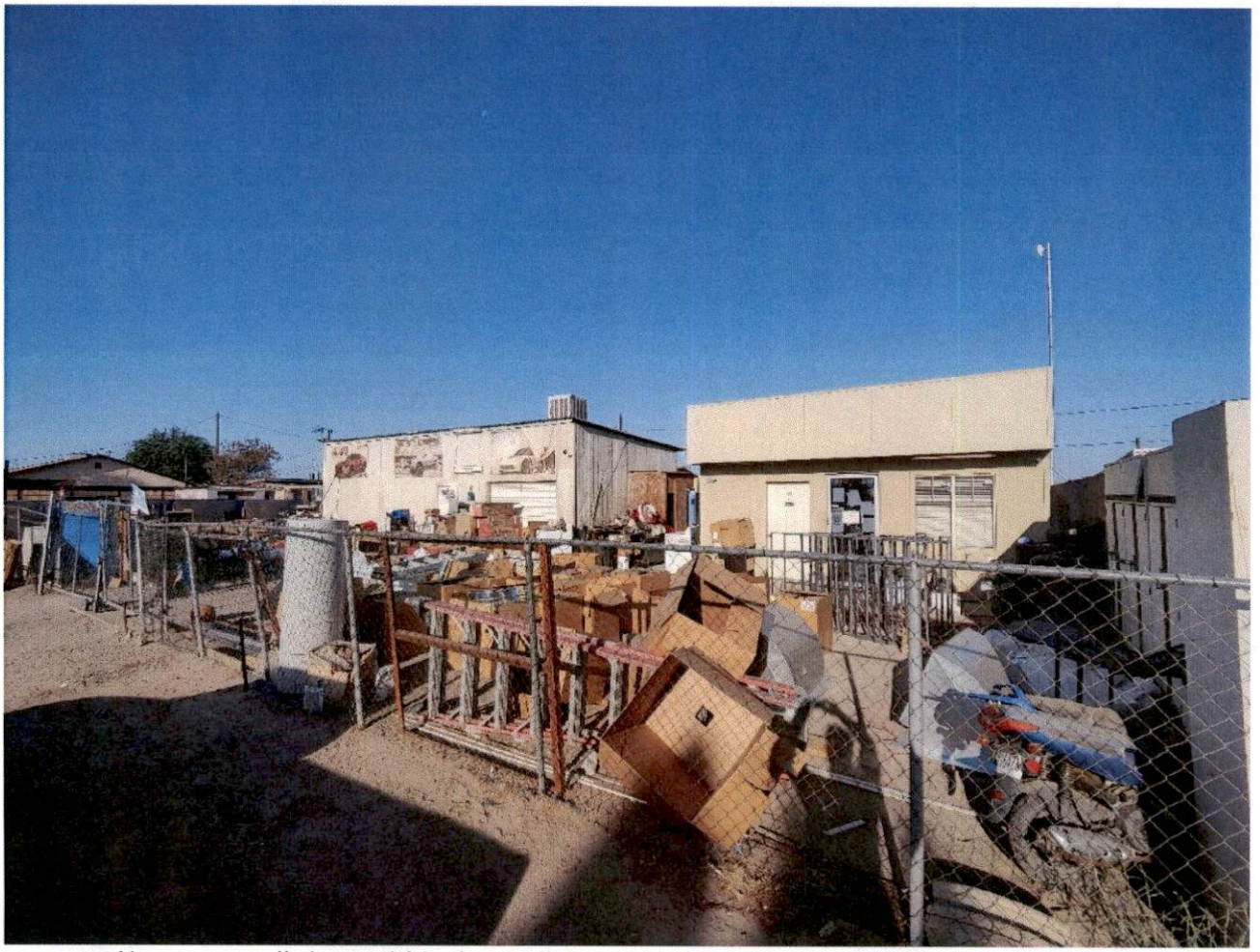
Bienestar Ln
C St
4th St
Babbitt Ln
5th Ave
B St
6th Ave
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegui St
6th Pl
95
Border Rd
0
500
1,000
Feet
SAN LUIS
ARIZONA
Blight Condition
Damaged Building or Structure
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021
City of San Luis, 2020.

Figure 3-6

5. Excessive Outdoor Storage

This blight factor involves the presence of excessive outdoor storage that could include boxed or unboxed



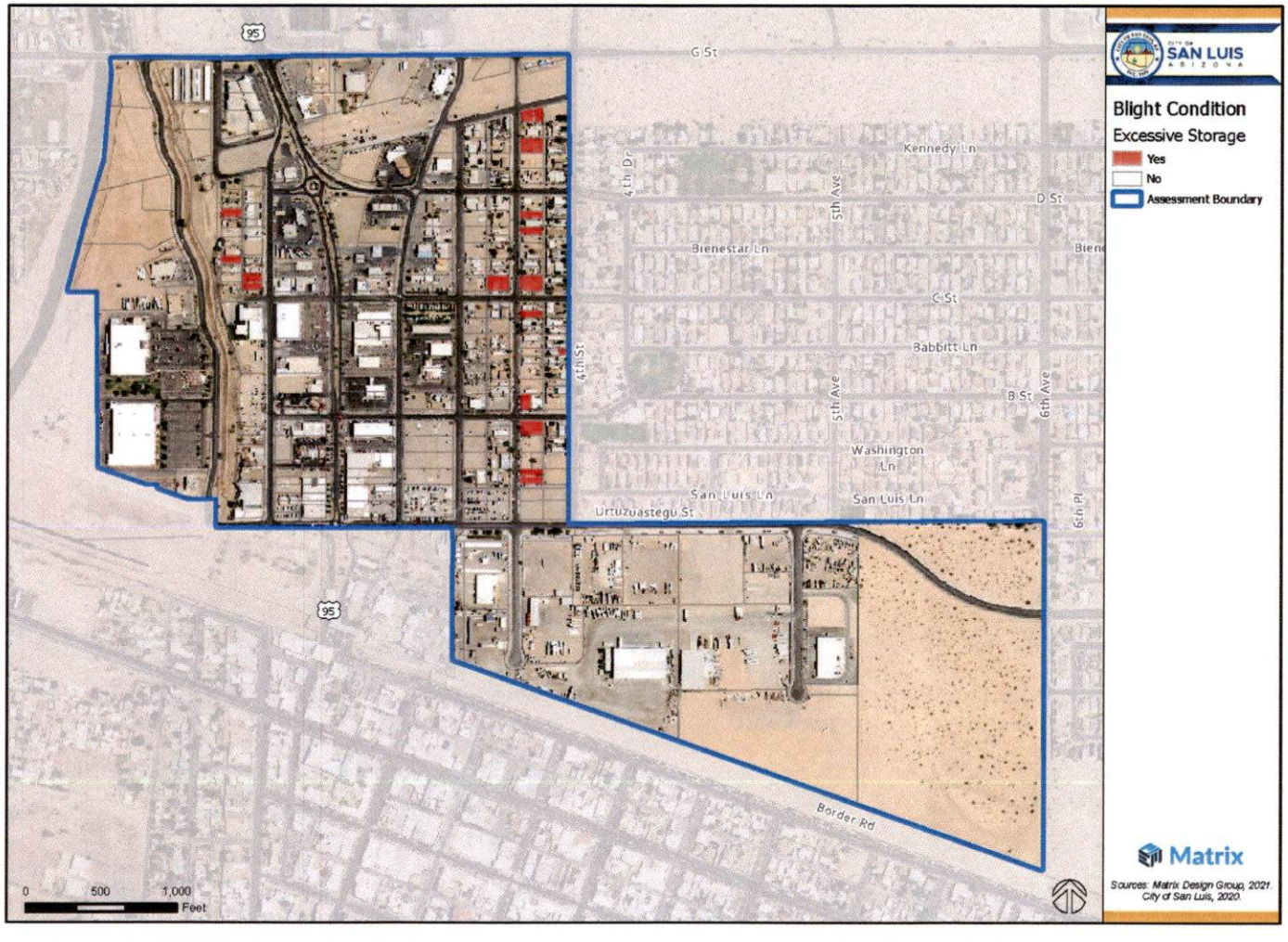
storage of items normally kept within the confines of a building or enclosed area and outside of public view from the public rights-of-way. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 18 parcels or 9% of the parcels in the RDA boundary.

Table 3-7 9% the total number of parcels in the RDA is determined to be blighted due to Excessive Outdoor Storage.

Figure 3-7 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Excessive Outdoor Storage	18	6.1%	2.7	1.2%

Table 3-7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Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
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1,000
Feet
SAN LUIS
ARIZONA
Blight Condition
Excessive Storage
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021
City of San Luis, 2020.

Figure 3-7

6. Junk / Abandoned Vehicles

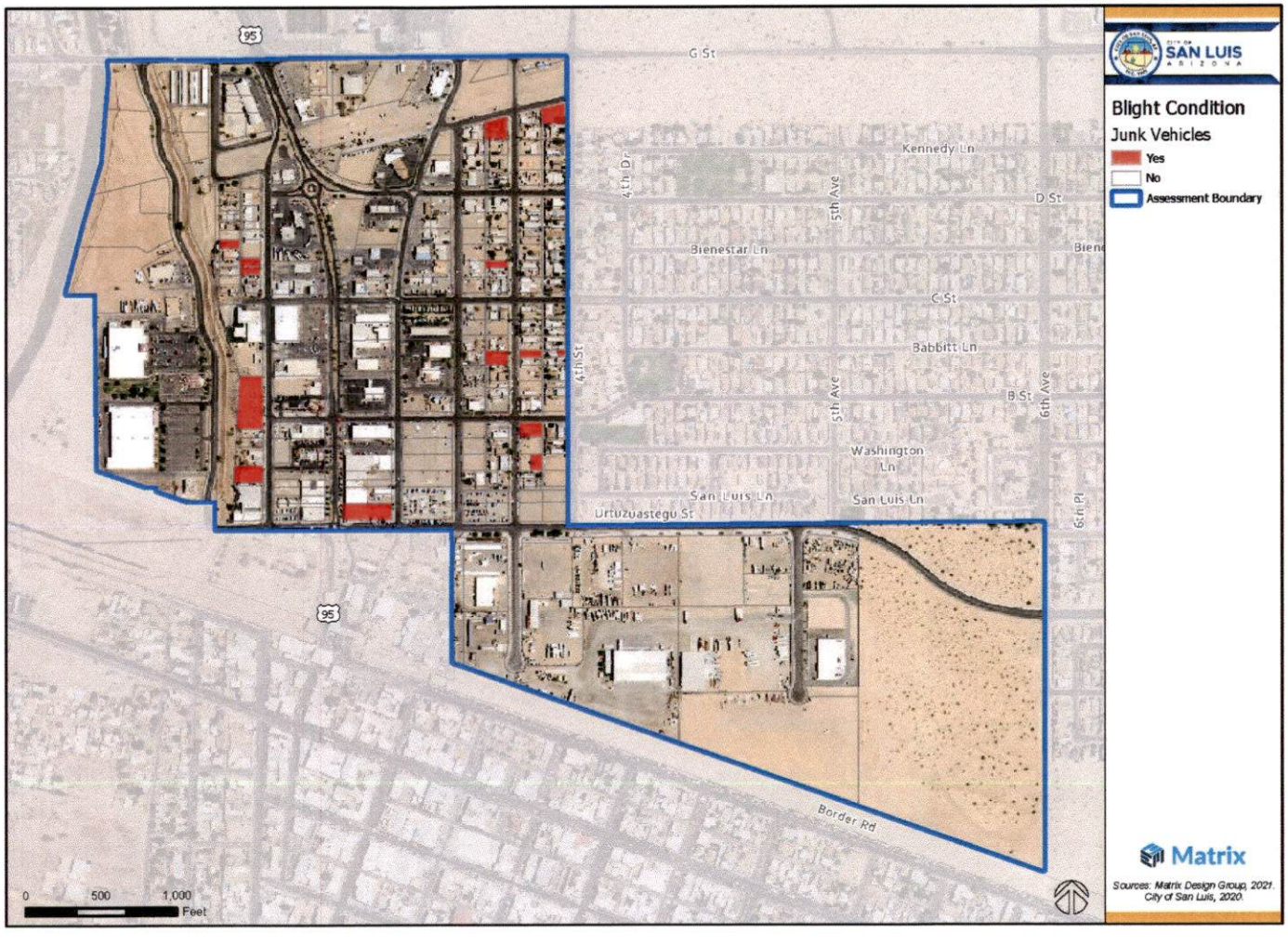
This blight factor involves the presence of junk and/or abandoned vehicles, which may include operable and inoperable vehicles with or without proper and up-to-date registration. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 14 parcels or 4.8% of the parcels in the RDA boundary.

Table 3-8 7% the total number of parcels in the RDA is determined to be blighted due to Junk/Abandoned Vehicles.

Figure 3-8 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Junk/Abandoned Vehicles	14	4.8%	4.3	2.0%

Table 3-8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C St
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B St
6th Ave
Washington Ln
San Luis Ln
Urtuzuastegui St
Border Rd
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1,000
Feet
SAN LUIS
ARIZONA
Blight Condition
Junk Vehicles
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021.
City of San Luis, 2020.

Figure 3-8

7. Overgrown Weeds / Unkept Landscaping

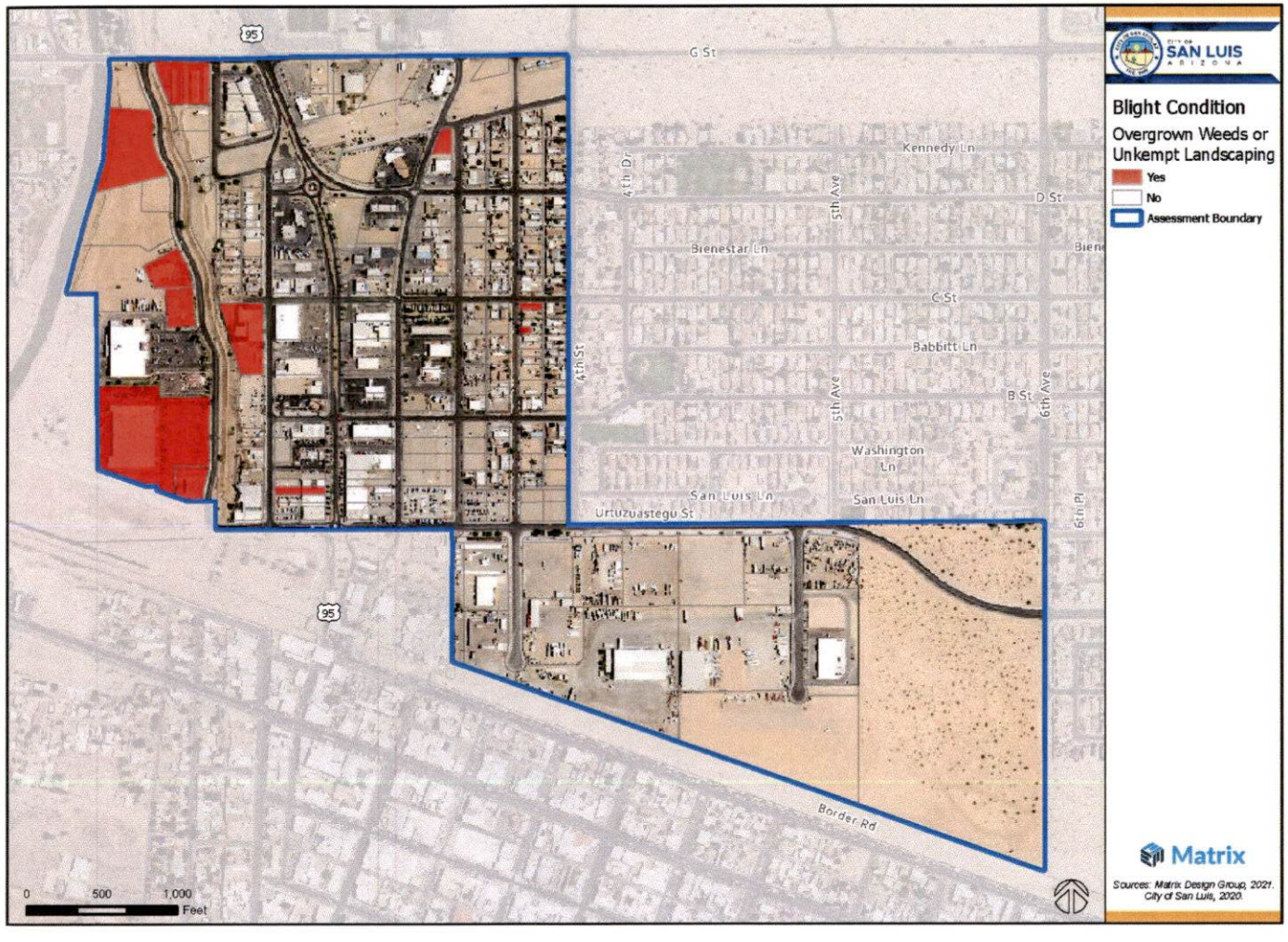
This blight factor involves the presence of overgrown weeds and/or unkempt landscaping in public view from the public rights-of-way. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 12 parcels or 4.1% of the parcels in the RDA boundary.

Table 3-9 4.1% the total number of parcels in the RDA is determined to be blighted due to Overgrown Weeds / Unkept Landscaping.

Figure 3-9 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Overgrown Weeds/Unkept Landscaping	12	4.1%	16.1	7.4%

Table 3-9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Kennedy Ln
4th Dr
5th Ave
D St
Bienestar Ln
C St
Babbitt Ln
4th St
5th Ave
6th Ave
B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegui St
6th Pl
95
Border Rd
0
500
1,000
Feet
SAN LUIS
ARIZONA
Blight Condition
Overgrown Weeds or Unkempt Landscaping
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-9

8. Unsanitary or Unsafe Conditions

Unsanitary or unsafe conditions includes environments that may be harmful to human health and safety. Unsanitary conditions of buildings and properties contain higher bacterial levels than structures and properties kept in a more hygienic condition by people residing in the home or a property owner maintaining a business or other non-residential property. Parcels were determined to be blighted if they contained some of the following indicators:

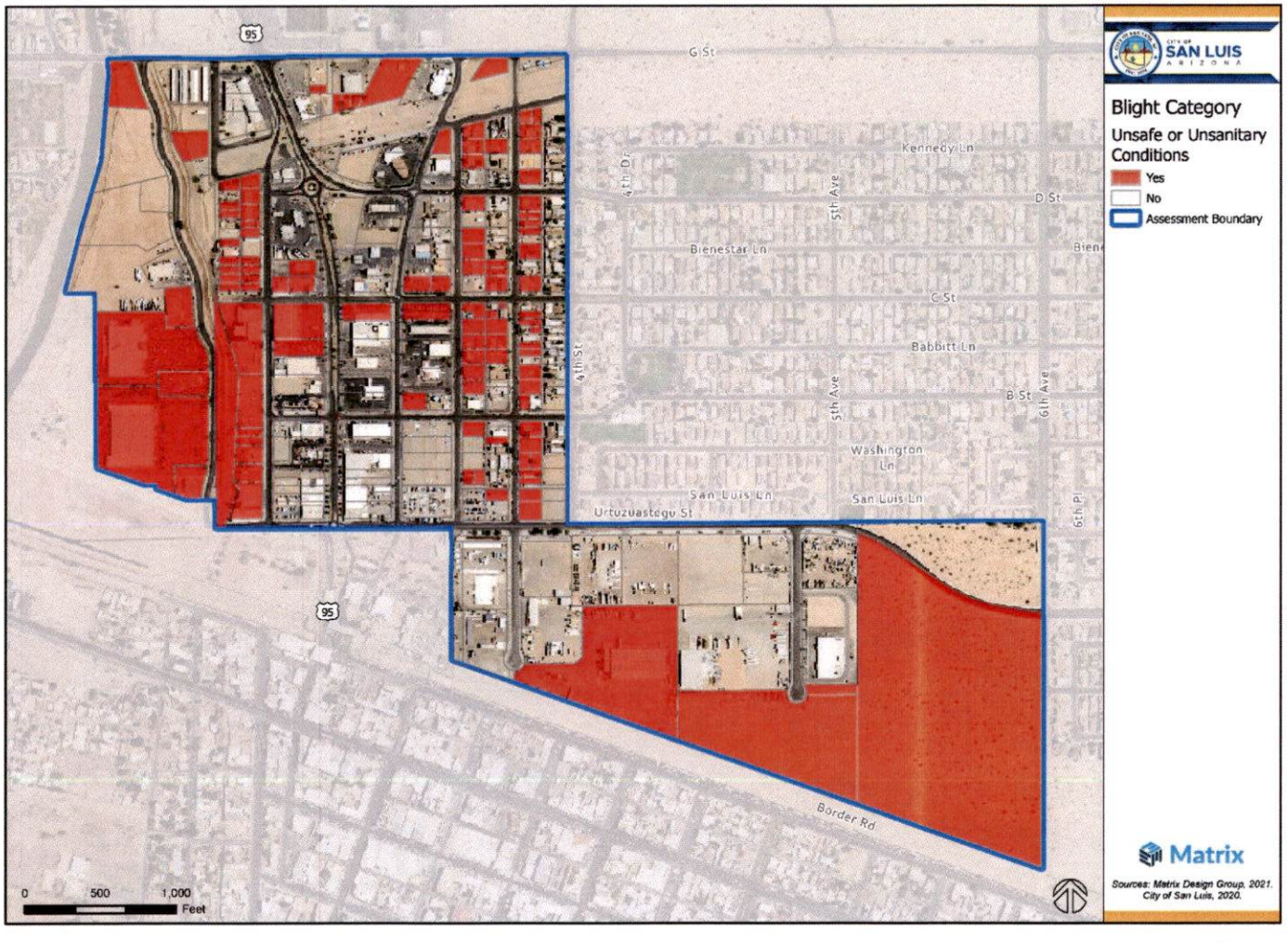
- Uncontrolled solid waste
- Parking on a surface other than asphalt or concrete
- Refuse/Debris/Junk
- Junk/Abandoned Vehicles
- Deteriorated building or structure
- Evidence of homelessness
- Excessive animal droppings
- Interior furniture in exterior area
- Damaged sidewalk or parking surface
- Graffiti
- Incomplete connection to street

As shown in **Table 3-10**, 56.2% of parcels in the proposed RDA is determined to be blighted due to unsanitary or unsafe conditions.

Figure 3-10 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Unsanitary or Unsafe	116	39.6%	103.83	47.5%

Table 3- 10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San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
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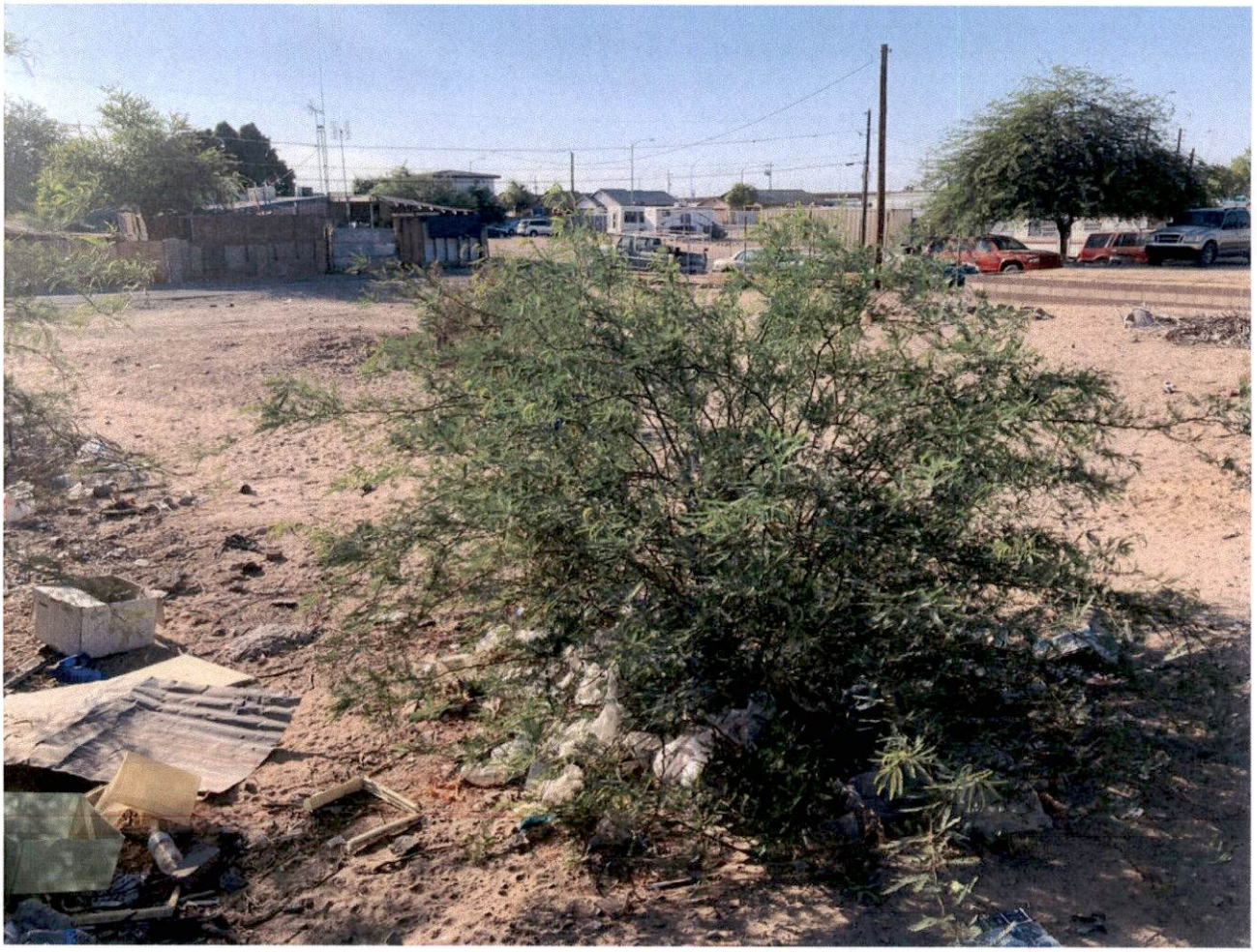
500
1,000
Feet
SAN LUIS
ARIZONA
Blight Category
Unsafe or Unsanitary Conditions
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021.
City of San Luis, 2020.

Figure 3-10

9. Deterioration of Site or Other Improvements

Deterioration of site or other improvements includes physical property conditions that detract from the overall appearance. Parcels were determined to be blighted if they contained the following indicators:

- Deteriorating roof
- Poor pavement conditions
- Excessive weeds
- Broken windows
- Peeling paint

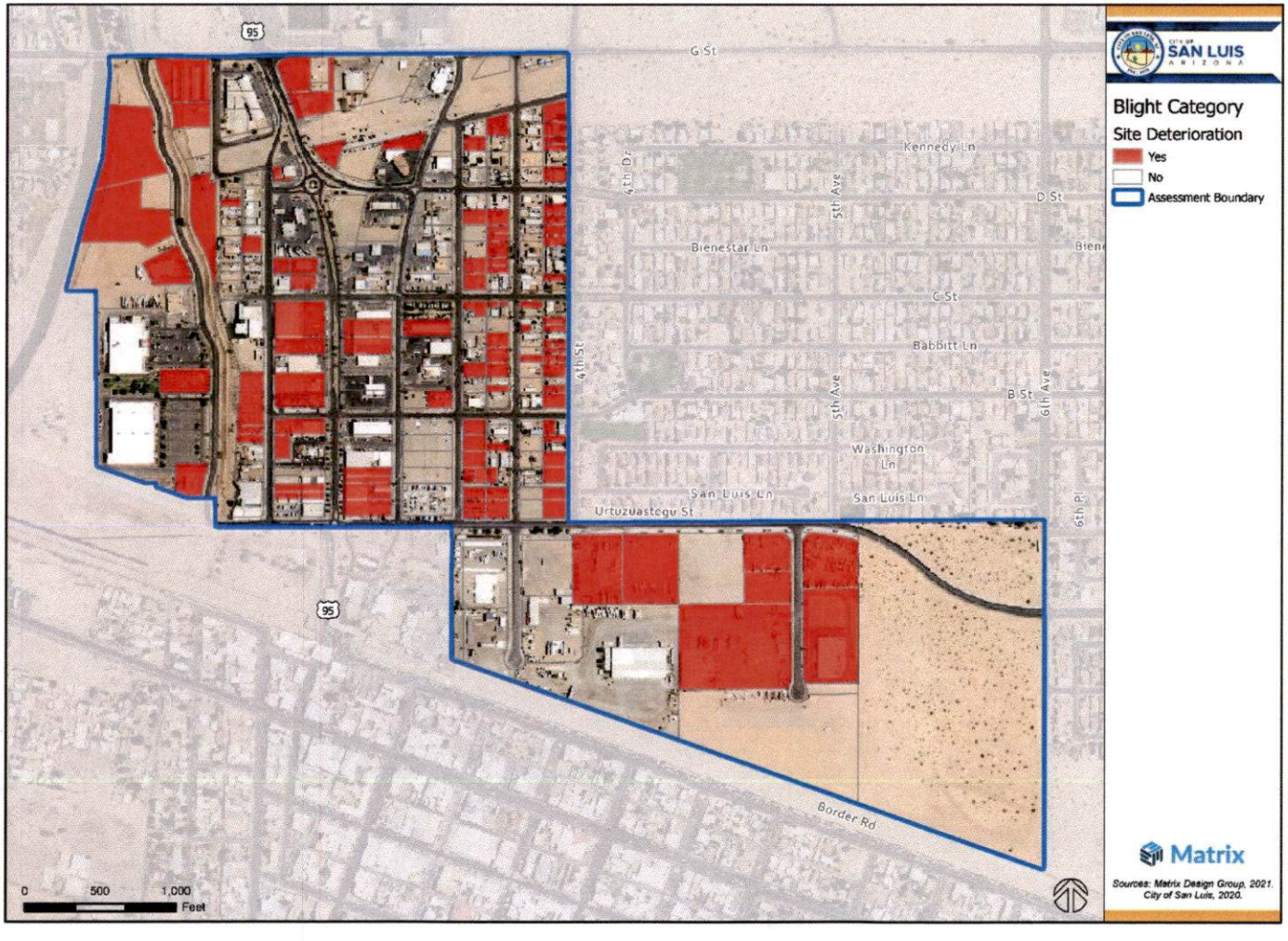


As shown in **Table 3-11**, 37.2% in the research area is determined to be blighted due to deterioration of site or other improvements.

Figure 3-11 displays the location of these properties.

	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
San Luis RDA	109	37.2 %	60	27.5%

Table 3- 11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6th Ave
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
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Border Rd
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Feet
SAN LUIS
ARIZONA
Blight Category
Site Deterioration
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021.
City of San Luis, 2020.

Figure 3-11

10. Conditions that Endanger Life or Property

Conditions that endanger life or property includes properties that contain environments that pose threats to life or properties by fire, contamination, or other causes. Parcels were determined to be blighted if they contained the following indicators:

- Abandoned vehicles
- Excessive junk
- Structural damage
- Blocked entrances
- Overcrowding
- Code violations*
- High crime rates*

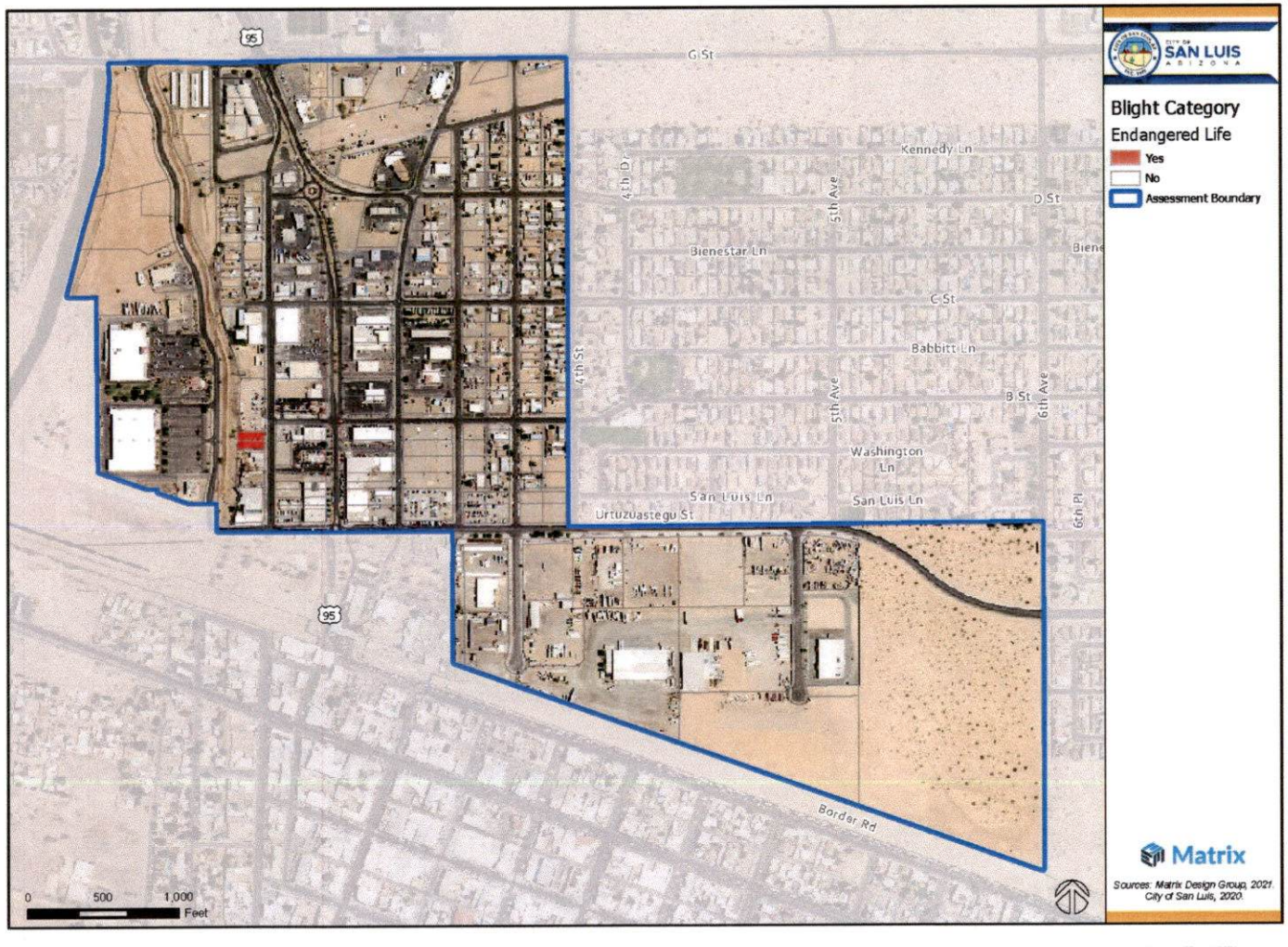
**Non-visual blight conditions assessed separately.*

As shown in **Table 3-12**, .7% of parcels in the CBD is determined to be blighted due to visual conditions that endanger life or property.

Figure 3-12 displays the location of these properties.

	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Central Business District	2	.7%	.51	.23%

Table 3- 12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4th St
B St
6th Ave
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
0
500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Category
Endangered Life
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021
City of San Luis, 2020.

Figure 3-12

11. Tax or Special Assessment Delinquency

Tax or special assessment delinquency includes properties that have overdue property taxes. According to Arizona Revised Statutes, delinquent taxes must exceed the fair value of the land to be considered blighted. This blight factor was not assessed as part of this project.

12. Defective or Unusual Conditions of Title

Defective or unusual conditions of title includes liens, encumbrances, or other potential issues affecting the title of one's property. Such title defects, or other unusual title conditions, can inhibit the sale and redevelopment of property. Due to the prevalence of blight conditions present in the assessment of the other factors, defective or unusual title conditions were not evaluated as part of this report. This blight factor may be evaluated through a title review at a later date for specific parcels, if deemed necessary by the City of San Luis.

Non-visual Blight Conditions

Non-visual blight conditions that endanger life or property include crime rates that are substantially higher than average. Disproportionate occurrences of crime rates are an additional indicator of blight that endangers life and/or property. Crime statistics were compared to the City of San Luis as a whole.

Crime Impacts

Crime data in the tables below show a substantially higher incident rate of crime occurring within the planned RDA zone vs outside. This further aids the point proper attention needs to be paid to the downtown area for revitalization and necessary change to keep residents in the community safe.

Crime Statistics from 2015 to 2021

Year	Population		Total Crimes		Crime Rate	
					(Crimes per 1,000 Residents)	
	City of San Luis*	Proposed RDA	City of San Luis	Proposed RDA	City of San Luis	Proposed RDA
2015	31,706		2,651	368	83.61	
2016	32,254		2,741	362	84.98	
2017	32,695		2,603	381	79.61	
2018	33,379		2,338	366	70.04	
2019	34,838		2,094	337	60.11	

2020	*36,242*		*1,819*	*327*	*50.19*	
2021			*957*	*248*		
Total			***15,203***	***2,389***		

ACS Population Data
City of San Luis, AZ, Police Department Data

Crime Rates from 2015-2021: Incidents Within the Study Area vs Incidents Outside of the Study Area

Year	Within	Outside	pct_Total	Incidents_per_acre_within	Incidents_per_acre_outside
2015	368	2,283	16.11914	1.448818898	0.105841446
2016	362	2,379	15.21648	1.42519685	0.110292072
2017	381	2,222	17.14671	1.5	0.103013445
2018	366	1,972	18.55984	1.440944882	0.091423273
2019	337	1,757	19.18042	1.326771654	0.081455726
2020	327	1,492	21.91689	1.287401575	0.069170144
2021	248	709	34.97884	0.976377953	0.032869726
Total Incidents	2,389	12,814			
Incident Rate	9.405512	0.594066			

City of San Luis, AZ, Police Department Data

Blight Determination

This report reflects the overall blight conditions within the redevelopment area. As documented in the field survey and other non-visual assessment methods, a combination of blight factors are prevalent in the redevelopment area causing an overall predominance of blight and substantially impeding sound municipal growth within the area. This analysis found more than 50% of both the total number of parcels and the total land area in the proposed Redevelopment Area to be blighted:

- 186 out of 293 of parcels, or 63.48% have at least one blight factor

- 54.40% of the total area is determined to be blighted
- 63.48% of parcels and 54.40% of the total area were identified as containing more than one blight factor

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	**186**	**63.48%**	**118.8**	**54.40%**

This report demonstrates that the San Luis downtown area maintains a predominance of blight as described in ARS §36-1471 et al. In a blighted area such as this, maintaining redevelopment authority is in the residents' interest of public health, safety, morals, and welfare. Therefore, Matrix Design Group recommends that the City Council approve the Findings of Necessity for the San Luis Downtown Redevelopment Area.

Formal Determination

The downtown area has more than the statutory requirements to designate it as a redevelopment area pursuant to A.R.S. 36-1471. Existing vacant land uses/buildings, parking on unimproved surfaces, inadequate or decaying infrastructure, substandard buildings, defective or inadequate street layouts, faulty lot layouts, unsanitary or unsafe conditions, and deterioration of site or other improvements are evident on the predominance of the properties within the area. All or a combination of these factors afflict a predominance of the parcels and are substantially arresting sound municipal growth within the area.

Chapter 3 Conclusion and Next Steps

Conclusion

Arizona law grants local government the authority to declare a redevelopment area due to a predominance of blight. Blight, according to Arizona law (36-1471), includes the following factors:

- Dominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Diversity of ownership
- Tax or special assessment delinquency exceeding the fair value of the land
- Defective or unusual conditions of title
- Improper or obsolete subdivision platting
- Existence of conditions that endanger life or property by fire and other causes.

These blight factors were carefully assessed during an on-site field survey and aerial survey of each parcel within the proposed San Luis downtown area. This analysis found there were 186 out of 293 parcels, or 63.48% that were identified to have at least one blight factor, as well as 79.48% of the total acreage was determined to be blighted. The most common blight factor throughout the San Luis downtown area was Unsanitary or Unsafe Conditions, which represented 39.6% of all parcels. Deterioration of Site and Parking on a Surface Other than Asphalt of Concrete are two other major blight factors identified within the San Luis downtown area, representing 37.2% and 36.8% of all parcels.

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	186	63.48%	230.9	79.48%

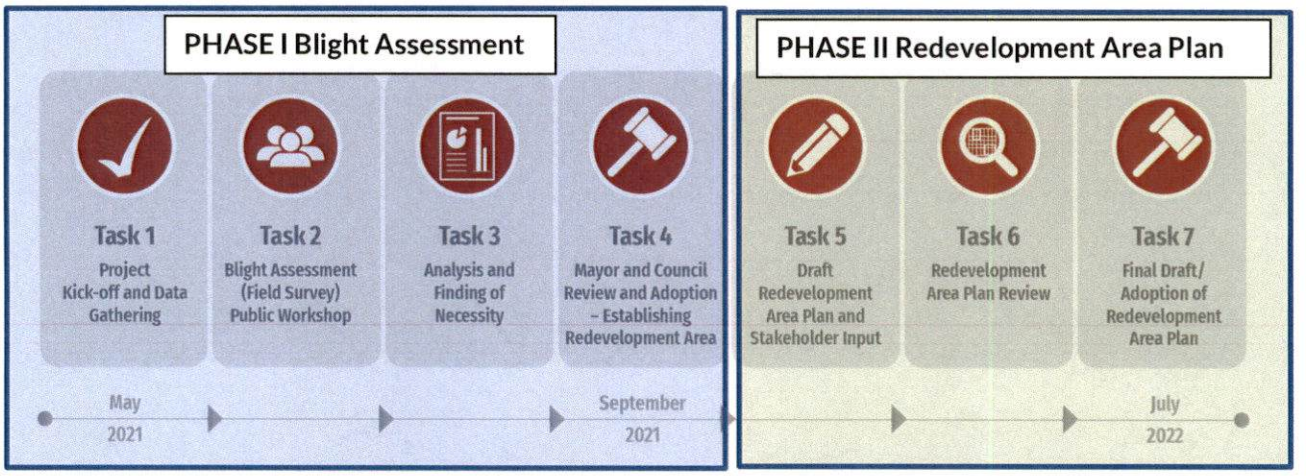
This report shows there is a predominance of blight present in the San Luis downtown area per Arizona Revised Statutes §36-1471 et al. It is in the opinion of Matrix Design Group that San Luis City Council could make a finding of blight in the study area. Establishing a Redevelopment Area and Redevelopment

Area Plan along with a Central Business District zone is in the residents' interest of public health, safety, morals and welfare.

Next Steps following Blight Determination

The San Luis Redevelopment Area Plan project is a recommended foundational goal of the San Luis 2040 General Plan to revitalize the downtown area and promote reinvestment and sustained growth in the cultural and historic heart of San Luis. The project is divided into two primary phases. Phase I involves this Blight Assessment and field survey results of the downtown area to identify properties containing blight conditions such as overgrown weeds, parking on an unimproved surface, and deteriorated or damaged buildings and structures. This Blight Assessment report determines that a predominance of the properties in the downtown area contain conditions of blight, the Mayor and City Council may vote to confirm a finding declaring the area a "blighted area" pursuant to Arizona Revised Statutes ARS §36-1471 and initiate Phase II of the project, which is the future development and adoption of the Redevelopment Area Plan.

Matrix Design Group has completed Phase I Blight Assessment, as provided within this report. If the Council initiates the development and adoption of Phase II Redevelopment Area Plan, then Matrix Design Group and J2 will partner to develop and complete Phase II Adoption of the Redevelopment Area Plan. A generalized project schedule is provided below depicting the entire project schedule for both Phase I (Tasks 1 -4) and Phase II (Tasks 5-7).



Upon establishment of a Redevelopment Area, the City may assist residents, property owners and business groups to apply for grants and other funding mechanisms to help eliminate blight. The Redevelopment Plan will outline local objectives as to appropriate land uses, improved infrastructure, public transportation, and other items of concern based upon input during the planning process. The designation of an area as a redevelopment area provides the San Luis community additional economic tools to incentivize reinvestment, including direct matching grant assistance for beneficial improvements, redirecting Community Development Block Grant (CDBG) funds towards making public improvements in an area, Government Property Lease Excise Tax (GPLET), and other revitalization tools and strategies for the revitalization of the area. In addition to these significant economic development tools, a Redevelopment Area Plan also:

- Provides a community with the framework for future land use and design decision making
- Identifies goals, policies, and defines unified, cohesive revitalization strategies
- Provides specific guidance for circulation, utilities, and other infrastructure improvements
- Ensures an active and vibrant core will be fostered and maintained
- Provides greater flexibility to encourage desirable projects with incentives and assistance
- Promotes reinvestment, focused infrastructure improvements and appropriate development in the area
- Preserves the uniqueness and sense of place of the area
- Facilitates the long-term prosperity, growth, and health of the area

Implementation of Redevelopment Area Plan

Implementing the Redevelopment Area Plan will require substantial short and long-term capital commitments. For the Downtown area to maximize its development potential, the City of San Luis recognizes the need for mutually beneficial, coordinated public/private partnerships. This coordinated reinvestment, guided by the Downtown Redevelopment Area Plan, will help maximize the economic potential of properties, rehabilitate substandard buildings, eliminate blighting influences, improve parking, beautify streetscapes, create vibrant and active public gathering spaces, and allow the assembly of land for new development. New construction and rehabilitation activities generated by initial investments will serve as catalysts for the improvement of other properties, attracting more businesses and customers and further increasing the economic vitality of the area.

Establishing a Central Business District

Under Arizona State Legislature 42-6209 a Central Business District may be created to aid improvements in a Redevelopment Area if it is wholly located within a slum or blighted area (pursuant to Arizona title 36, chapter 12, article 3). Incorporating this designation into the downtown area in the Redevelopment Area Plan would provide tax incentives for the city and community members.

CITY OF SAN LUIS ARIZONA

Matrix

NOTICE OF PUBLIC HEARING INVOLVING THE DESIGNATION OF THE DOWNTOWN REDEVELOPMENT AREA AND CENTRAL BUSINESS DISTRICT IN ACCORDANCE WITH A.R.S. § 36-1471 Et Seq AND A.R.S. § 42-6209 Et. Seq.

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF SAN LUIS

PLEASE TAKE NOTICE THAT a public hearing will be held by the City Council of the City of San Luis on the 12th day of January 2022, at 7:00 p.m. The public hearing is for a proposed designation of the downtown redevelopment area and central business district that involves properties located with the shown map that accompanies this notice.

The City of San Luis proposes to establish a downtown redevelopment area and a central business district that would identify goals and objectives for a specific community area, which culminate in the development of a unified strategy for promoting the long-term prosperity, health, and welfare of that area within the community.

NOTICE IS FURTHER GIVEN that the public hearing will provide an opportunity for interested persons to be heard and will allow the City Council to receive and consider comments with reference to the redevelopment plan and central business district designation.

PLEASE TAKE FURTHER NOTICE that copies of the maps are on file and available for public inspection at the Economic Development Department, San Luis City Hall, 1090 E. Union Street, on any business day except public and legal holidays from and after publication of this Notice until the day of the hearing from 7:00 am and 6:00 pm, Monday through Thursday.

AVISO DE AUDIENCIA PÚBLICA QUE INVOLUCRA LA DESIGNACIÓN DEL ÁREA DE REURBANIZACIÓN DEL CENTRO DE LA CIUDAD Y EL DISTRITO CENTRAL DE NEGOCIOS DE ACUERDO CON A.R.S. § 36-1471 Et Seq Y A.R.S. § 42-6209 Et. Seq.

PARA: LOS RESIDENTES Y PROPIETARIOS DE TERRENOS EN LACIUDAD DE SAN LUIS

TENGA EN CUENTA QUE el Ayuntamiento de la Ciudad de San Luis llevara a cabo una audiencia pública el día 12 de enero del 2022, a las 7:00 p.m. La audiencia pública es para una designación propuesta del área de reurbanización del centro de la ciudad y el distrito central de negocios que involucra propiedades ubicadas con el mapa mostrado que acompaña este aviso.

La Ciudad de San Luis propone establecer el área de reurbanización del centro de la ciudad y un distrito central de negocios que identificaría metas y objetivos para el área comunitaria específica, que culminarían en el desarrollo de una estrategia unificada para promover la prosperidad, la salud y el bienestar a largo plazo de esa área dentro de la comunidad.

ADEMÁS, SE DA EL AVISO de que la audiencia pública brindará una oportunidad para que las personas interesadas sean escuchadas y permitirá que el Concejo Municipal reciba y considere comentarios con referencia al plan de reurbanización y la designación del distrito central de negocios.

TENGA EN CUENTA QUE las copias de los mapas están archivadas y disponibles para inspección pública en el Departamento de Desarrollo Económico, Ayuntamiento de San Luis, 1090 E. Union Street, en cualquier día hábil excepto días festivos públicos y legales desde y después de la publicación de este Aviso hasta el día de la audiencia de 7:00 am y 6:00 pm, de lunes a jueves.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**

Meeting Date: 01/12/2022

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2206. A Resolution of the San Luis City Council relating to the community redevelopment in San Luis and designating a central business district (CBD). **(Jenny Torres, Economic Development Manager)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the public on this item

B. Action on Resolution No. 2206

SUMMARY:

The San Luis City Council directed city staff to evaluate and analyze the possibility of establishing a downtown redevelopment area and central business district. The City of San Luis contracted with J2 Engineering and Matrix to conduct this analysis. Matrix surveyed each parcel within the downtown boundaries as shown in the attached proposed redevelopment area and central business district map. Matrix developed a Finding of Necessity Study that resulted in the area qualifying as having slum and/or blight conditions that substantially impair or arrest the sound business and housing growth in the City of San Luis. The proposed designation of a business central district complies with the Arizona Revised Statutes § 42-6209 et. seq.

The City of San Luis held an in-person redevelopment area open house on September 28, 2021, at the San Luis Cultural Center. A second virtual redevelopment area open house was held on October 19, 2021, to provide another option for community engagement. All comments submitted were integrated into the finding of the necessity study. A public notice was mailed to all property owners on the public hearing scheduled for the proposed approval and adoption of Resolution No. 2206.

City staff recommends the approval of Resolution No. 2206, to designate the downtown as a central business district.

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. I MOVE TO APPROVED AND ADOPT RESOLUTION NO. 2206

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$123,000.00
BUDGETED AMOUNT:	$123,000.00
AVAILABLE AMOUNT TO TRANSFER:	0
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay, CIP-Redevelopment Master Plan, Account #100-999-90015 $90,060.52

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

The fiscal impact associated with the contract with J2 Engineering for designation and development of a redevelopment plan.

Attachments

Resolution No. 2206

Finding of Necessity Study

Public Notice

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2206

A RESOLUTION OF THE SAN LUIS CITY COUNCIL RELATING TO COMMUNITY REDEVELOPMENT IN SAN LUIS AND DESIGNATING THE CENTRAL BUSINESS DISTRICT (CBD).

WHEREAS, in conformance with the provisions of Arizona Revised Statutes § 36-1471 et. seq the City of San Luis has approved and designated the Downtown San Luis Redevelopment Area; and

WHEREAS, the provisions of Arizona Revised Statutes § 42-6209 et. seq., provide for central business districts wholly within redevelopment of areas within municipalities; and

WHEREAS, the City Council by this resolution is creating a new central business district, as shown on Exhibit "A" attached is entirely within the redevelopment area, geographically compact and no more than five percent of the total land area within the exterior boundaries of the City of San Luis; and

WHEREAS, the designation gives the City the ability to leverage and assist with the revitalization of developmentally challenged areas and maximize future value and potential to the City in accordance with the provisions of Arizona Revised Statutes § 42-6209 et. seq.

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

SECTION 1: The area depicted in Exhibit "A" is hereby designated as the Central Business District within San Luis pursuant to A.R.S. § 42-6209 Et. Seq.

SECTION 2: That the City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED and APPROVED BY THE Mayor and City Council of the City of San Luis, Yuma County, Arizona this _12_ day of January 2022.

Gerardo Sanchez, Mayor

ATTEST:

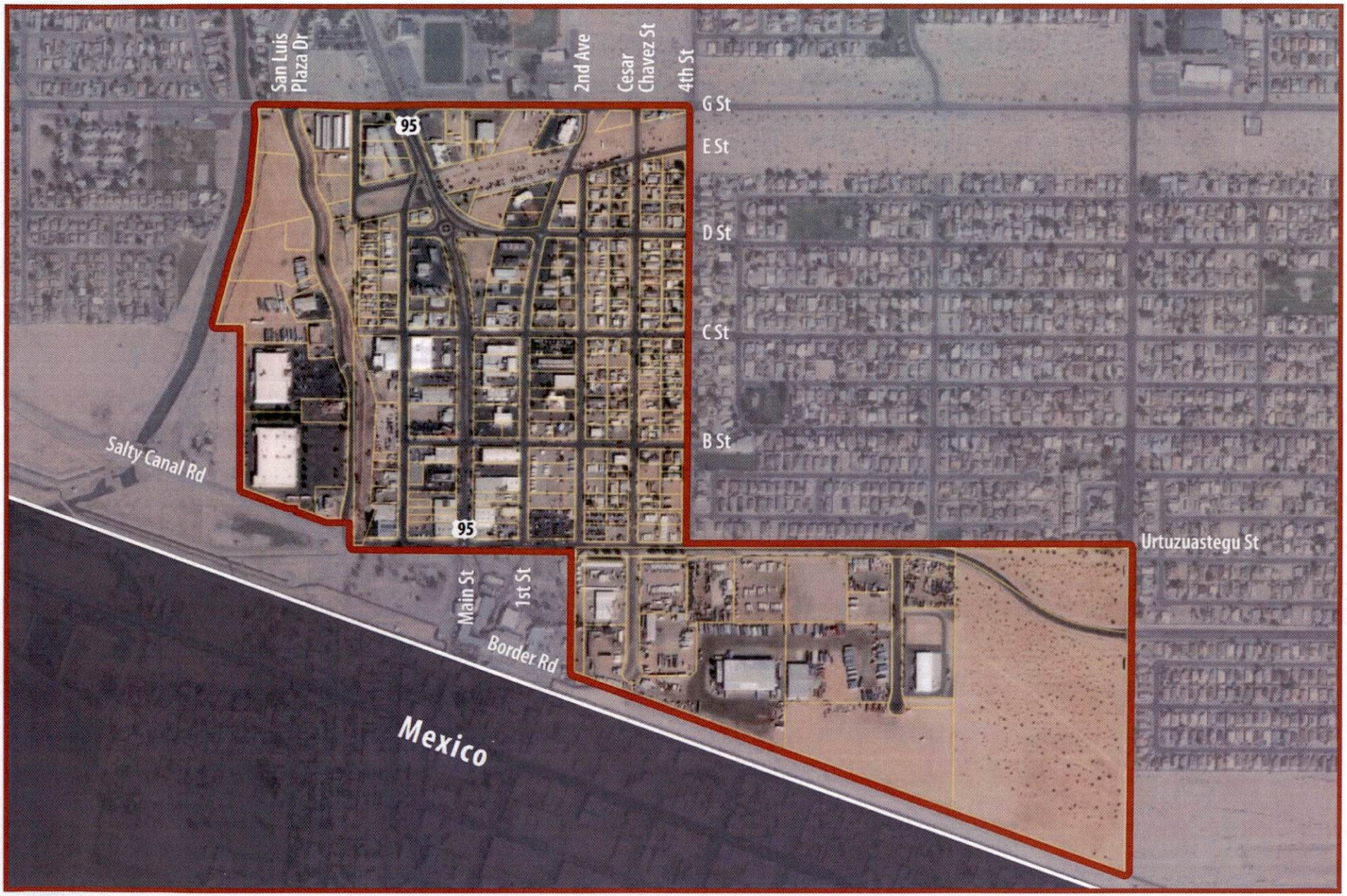
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

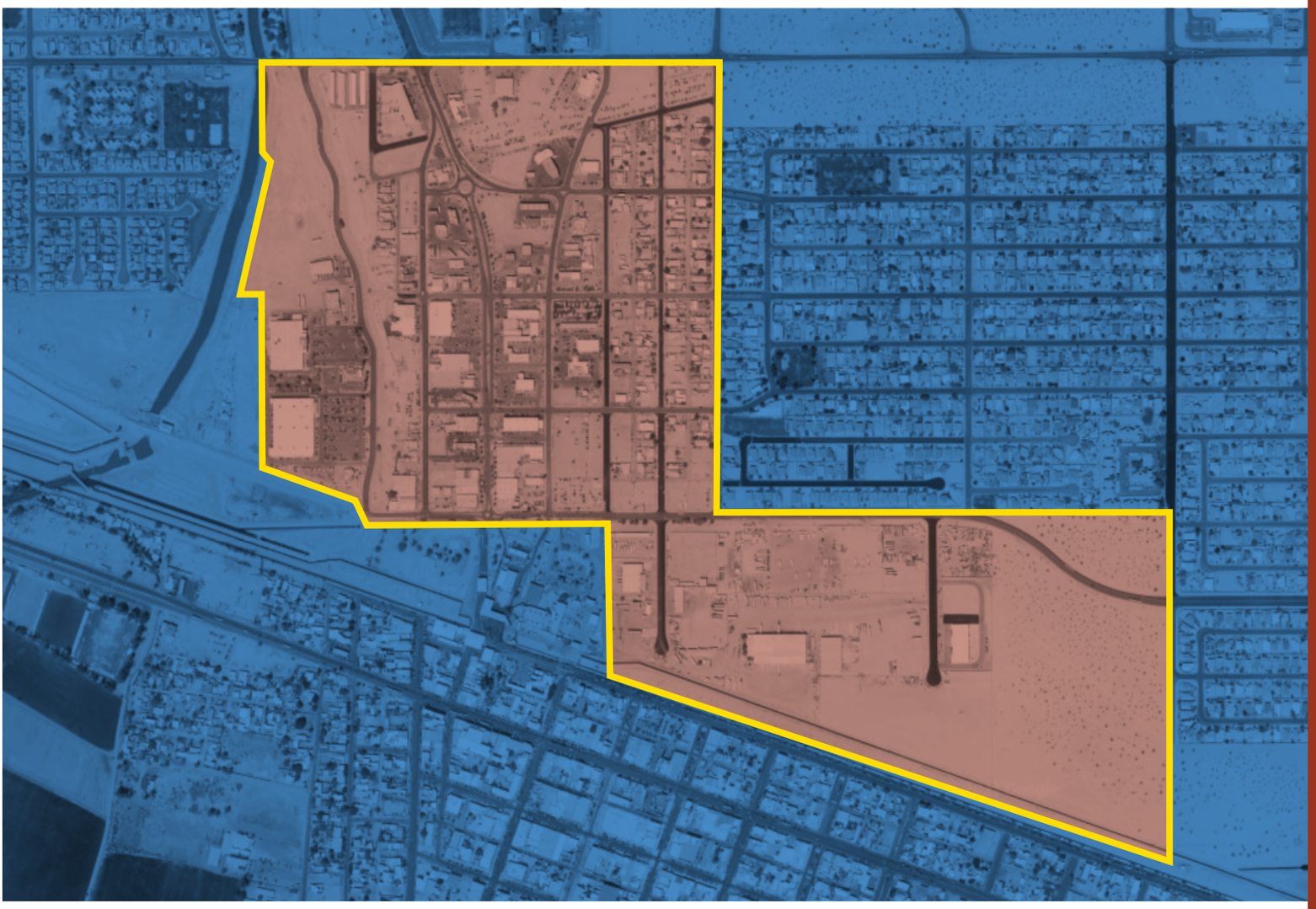
Kay Marion Macuil, City Attorney

EXHIBIT A

Proposed Redevelopment Area ▪ Área de Reurbanización Propuesta



FINDINGS OF NECESSITY REPORT



CITY OF SAN LUIS ARIZONA

Executive Summary

Introduction

The purpose of this report is to provide the determination for a Finding of Necessity pursuant to ARS §36-1473 for the establishment of a Redevelopment Area to address blighted conditions within the downtown San Luis, Arizona area. Blight includes visual conditions, as well as non-visual conditions, such as platting, title issues, and crime. This statute provides local governments the authority to designate a Redevelopment Area to revitalize it based on findings of blight conditions.

State Law requires a legislative determination by the municipality's governing body that, as a result of the presence of factors enumerated in the definition of "blighted area", the area is a detriment to the health and vitality of the community. Thus it requires the use of the municipality's redevelopment powers to correct those conditions or prevent their spread.

Arizona Revised Statutes ARS §36-1471 defines a blighted area as:

> *An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.*

A required first step in the establishment of a Redevelopment Area is a Finding of Necessity, adopted by the governing board of the municipality. There must be a confirmation the predominance of properties in a study area contains blighted conditions to allow a government to undertake the formation and adoption of a Redevelopment Area Plan. This is done to reverse these conditions and facilitate the revitalization and enhancement of a specific community area. This report provides a summary of the blight assessment and details the scope and extent of blight conditions within the proposed Downtown San Luis Redevelopment Area.

J2 Engineering and Environmental Design and Matrix Design Group were contracted by the City of San Luis to assess and evaluate blight conditions in the City's downtown area pursuant to the Arizona Revised Statutes listed above. Properties within the study area were visually assessed during an on-site field survey for the following blight factors:

- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Conditions that endanger life or property
- Obsolete subdivision platting
- Inadequate street layout
- Faulty lot layout

This data was validated through an aerial survey using a combination of the 2019 aerial imagery provided on the Yuma County Assessor's website and Google Maps. Other non-visual blight conditions were assessed, including crime. This information is provided to the San Luis City Council as evidence the downtown area includes enough properties showing blight conditions, constituting a predominance of blight, as outlined in state law, to invoke the need for a Redevelopment Area.

This Finding of Necessity report provides the documentation, statutory/field analysis results, and blight determination relative to the downtown San Luis area concluding work may begin on the formation of an RDA. Based on the conclusions of this Finding of Necessity Report, the Mayor and City Council may pursue the future development and implementation of a Redevelopment Area Plan, defining land uses, design elements, policies, and other actions and strategies facilitating reinvestment, revitalization, and sustainable growth in the downtown San Luis area.

Conclusion

According to the review of blighted areas in the downtown San Luis study area, this report recommends the City of San Luis should pursue a Redevelopment Area designation for the downtown San Luis area based on the high percentage of properties impacted by blighted conditions. This report recommends the San Luis City Council accept the blight designation for the area and establish a Redevelopment Area to revitalize and redevelop this important community area.

The following chapters of this report demonstrate a number of properties in the study area contain blight conditions, substantially in excess of the predominant (50%) measure in State Law. The San Luis study area contains 293 parcels, of which 201 parcels (68.6% of the total parcels) are considered blighted for at least one blight factor, as well as 72.2% of the total land area determined to be blighted. The most common blight factor in the study area is "Unsanitary or Unsafe Conditions", representing 39.59% of all parcels and 47.54% of the total land area. Other major blight factors negatively affecting the study area are "Deterioration of Site (37.2% of parcels and 26.56% of the total land area) and "Parking on a Surface Other Than Asphalt or Concrete (36.8% of parcels and 47.1% of the total land area).

Chapter 1
Background and Community

Introduction

As an implementation recommendation of the San Luis 2040 General Plan, the City of San Luis is pursuing the establishment of a Redevelopment Area (RDA) and the adoption of a Redevelopment Area plan addressing economic and neighborhood decline in the downtown San Luis area.

The first step in establishing an RDA is the assessment of the level of blight within the downtown area based on this findings of necessity report. Arizona Revised Statue (ARS) §36-1473 defines two (2) specific findings of necessity that the governing body of a municipality must adopt to establish a Redevelopment Area. First, the governing board (city council) must find that one or more blighted areas exist in the community, and second, the governing board must find that redevelopment of the area is in the best interest of public health, safety, morals, or welfare. Blight includes visual conditions, such as deteriorated buildings, overgrown weeds, and graffiti, as well as non-visual conditions, such as lot access, parcel configuration, and a prevalence of crime. This report details the extent of blight conditions within the proposed Downtown San Luis Redevelopment Area.

Formal approval and adoption of a findings of necessity analysis and report is the required first step for a municipality to establish a Redevelopment Area. The following information is provided as evidence for the Mayor and City Council entailing the Study Area contains a dominance of blight.

Purpose

This report documents, assesses, and analyzes the level of blight conditions currently in the downtown San Luis area. The primary purpose of the report is to reach a conclusive determination regarding the need to establish a Redevelopment Area to reverse blighted conditions within the downtown San Luis area.

Arizona Revised Statutes §36-1471 grants redevelopment authority to Arizona municipalities with the intended purpose of fostering revitalization, reuse, and reinvestment in areas of communities experiencing decline due to effects of blight conditions. Municipalities generally uses redevelopment as a revitalization tool when conventional planning techniques are unable to address the oftentimes complex, unique, and multi-faceted nature of variables that cause decline in important areas of their communities.

Report Organization.

The blight assessment, findings, and final determination are presented in three (3) chapters, as detailed below.

Chapter 1 Overview and Background provides a summary of the general conditions of the downtown area, an overview of blight and its impacts, and an outline of the RDA process, economic development tools unique to redevelopment areas, as well as relevant community demographics, and existing plans and studies specific to downtown

Chapter 2 Assessment Results outlines the methodology utilized to assess the blight conditions in the downtown area, how the blight assessment was conducted, and documentation of the results of the field assessment of blight conditions in downtown San Luis. The chapter concludes with a determination regarding those blight conditions and the need to pursue an RDA designation.

Chapter 3 Conclusion and Next Steps summarizes the assessment conclusions and next steps for the City of San Luis.

Background

The downtown area is the heart and historic origin of San Luis, the focal point of community pride, past and present. Reflecting the importance of downtown San Luis to the community's identity, community discussions have focused on the need to revitalize the area to ensure its safety, stability, vitality, and attractiveness well into the future. Based on significant community input, the San Luis 2040 General Plan established goals, policies, and actions related to the assessment of blight conditions to enable the future adoption of an RDA and RDA plan ("Plan") to guide revitalization of this critical asset.

Many properties and buildings in the downtown area are well maintained; however, quite a few need attention and care. Once vibrant and active areas have declined over time to include concentrated areas of vacant property, deteriorating commercial buildings, under-performing businesses, and other visible elements of blight. Lack of parking and landscaping in some areas also creates irregular and visually unappealing residential and commercial streets. In some residential areas, blight conditions combine to undermine residents' sense of safety and, ultimately, to negatively impact community health, property values, financial investments, and tenancy rates. The decline of downtown residential and commercial areas has been sustained, significant, and measurable. This has signaled the need for focused community resources to be made available and for pointed actions to eliminate blight conditions and facilitate revitalization.

Study Area Boundaries

The Study Area boundary generally encompasses those properties north of the international border between the United States and Mexico, west of 4th Avenue, south of Caesar Chavez Boulevard, and east of the Main Canal. The Study Area comprises approximately 211.84 acres and 295 parcels.

Overview of Blight

To establish a Redevelopment Area Plan and utilize the significant economic development and revitalization tools provided by state law, a municipality must first demonstrate that a predominance of properties within the subject area exhibits conditions of blight, such as deteriorating buildings, graffiti, unscreened outdoor storage, junk, and other blight conditions. There are many conditions not related to blight that can and do impact the vitality of any area, such as economic conditions or population characteristics. However, because many blight conditions are visible, they generally have the most significant impact on an area in discouraging investment and growth and thwarting revitalization efforts and initiatives.

> ***Blight:***
>
> *Something that impairs growth, withers hope and ambition, or impedes progress and prosperity.*
>
> *Definition of Blight - American Heritage Dictionary of the English Language*, 4th edition.

State law establishes what property and building conditions constitute blight. Blight conditions within the Study Area were assessed pursuant to ARS §36-1471, which identifies nine (9) blight factors. The nine (9) blight factors include the following:

- **Dominance of defective or inadequate street layout** includes street layouts and roadways that are incapable or inadequate at handling traffic flow. Conditions include inaccessible parcels and / or confusing or unsafe traffic patterns.
- **Faulty lot layout** includes parcels that are either inadequate in size and / or shape, or properties that are inefficient in supporting appropriate use of land.
- **Unsanitary or unsafe conditions** include environments that may be harmful to human health and safety. Conditions include uncontrolled solid waste, evidence of homelessness, excessive animal droppings, and storage of items with little or no economic value other than salvage.
- **Deterioration of site or other improvements** includes physical property conditions that detract from the overall appearance. Conditions include general deterioration from age and weathering, unmaintained property, and major repairs unattended.
- **Diversity of ownership** includes buildings that are split between two or more parcels with different property owners, making it difficult to redevelop structures.
- **Tax or special assessment delinquency** exceeding the fair value of the land includes any financial burdens linked to the property.
- **Defective or unusual conditions of title** includes any conditions granted in a title that may make the property unmarketable or difficult to redevelop.
- **Obsolete subdivision platting** includes areas that are poorly subdivided, making proper development difficult. Conditions include unproductive and / or inaccessible parcels.

- **Conditions that endanger life or property** includes properties that contain conditions that pose threats to life or properties by fire, contamination, or other causes. Conditions include vacant buildings, excessive junk, blocked entrances, code violations, structural damage, and higher than normal crime rates.

All factors are not required to be assessed. "Diversity of Ownership", "Tax or special assessment delinquency" and "defective or unusual conditions of title" were not assessed. As documented in later in this report, a predominance of blight conditions is identified in the redevelopment area and the omitted factors are not necessary for the San Luis City Council to designate a redevelopment area.

(Refer to Chapters 2 and 3 of this report for more detailed information pertaining to the determination of blight, field-verified blight conditions in the Study Area, and regulations related to the processes and requirements of establishing a Redevelopment Area Plan.)

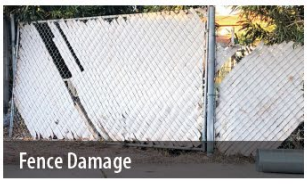
Impacts of Blight

Blight conditions, ranging from abandoned or vacant properties to debris and graffiti, have a multitude of negative impacts on quality of life. These conditions diminish property values across a large area and compromise the health, safety, and welfare of residents and businesses. Over the long-term, deterioration and blight contribute to a neighborhood's instability and result in decreased private investment and concomitant loss in tax revenue that supports community services. The outcome is often a cycle of decline with long-lasting impacts. Examples of blighted conditions are shown below.

Inoperable Cars

Building Damage

Unpaved Driveway


Fence Damage

Graffiti

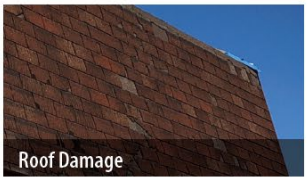
Deteriorating Paint

Overgrown Weeds

Vacant Building

Trash/Debris

Damaged/Incomplete Sidewalks


Roof Damage

Vacant Property

Statutory Authority

This report constitutes the first component of a deliberate, City-initiated process to establish the proposed Downtown Redevelopment Area with a designated central business district and to create and adopt a Downtown RDA plan to guide revitalization. Arizona Revised Statutes Title §36 grants municipalities the authority to designate RDAs in areas of communities impacted by significant blight

conditions. This assessment reveals blight conditions impact more than a predominance of properties in the Study Area.

Arizona Revised Statutes ARS §36-1471 defines a "blighted area as:

> *An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.*

Provided in this report is a summary of the blight assessment and details of the scope and extent of blight conditions within the proposed Downtown San Luis Redevelopment Area. A Finding of Necessity, as outlined in ARS §36-1473, is a required first step a municipality must approve and adopt before establishing an RDA. A Finding of Necessity is required to confirm a predominance of properties in a study area contain blighted conditions and therefore a municipality may proceed with the formation and adoption of a Redevelopment Area Plan to reverse blight conditions and facilitate revitalization and enhancement of a specific community area.

The finding of blight is a legislative determination by the municipality's governing body that, as a result of the presence of factors enumerated in the definition of "blighted area," the area is a detriment to the health and vitality of the community requiring the use of the municipality's redevelopment powers to correct those conditions or prevent their spread. In some cases, the factors enumerated in the definition are symptoms of decay, while at other times they are the cause of the problems. This report examines these factors to determine whether the factors indicate a deterioration that threatens the entirety of the community.

Arizona Revised Statutes §36-1473 requires municipalities to conduct and adopt a Finding of Necessity study prior to creating an RDA. This ARS states:

A. A municipality shall not exercise any of the powers conferred on municipalities by this article until its local governing body adopts a resolution by a two-thirds vote finding both of the following:

1. One or more slum or blighted areas exist in the municipality.

2. The redevelopment of that area, or areas, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the municipality.

This report provides the documentation, statutory/field analysis results, and the blight determination relative to the downtown San Luis area concluding a predominance of properties in downtown San Luis contain blight conditions; therefore work may begin on the formation of the RDA. Based on the conclusions of this Finding of Necessity Report, the Mayor and City Council may pursue the future development and implementation of a Redevelopment Area Plan, defining land uses, design elements,

policies, and other actions and strategies facilitating reinvestment, revitalization, and sustainable growth in the downtown San Luis area and establish a central business district.

Economic and Infrastructure Development Tools

The economic and infrastructure development tools available to Arizona cities for redevelopment purposes include federal and state tax abatement programs and are summarized below.

Government Property Lease Excise Tax Program (GPLET)

One of Arizona's available redevelopment tools is the GPLET program. The goal of the program is to help reduce the operating cost of a redevelopment project by replacing real property tax with an excise tax. The program can be used for up to eight (8) years but requires the land and buildings be transferred to a government entity and leased back for private use. GPLET excise taxes are computed on a per-square-foot basis and relative to use type. GPLETs are available only for those properties that are within designated redevelopment areas and the community's designated central business district.

Opportunity Zones

An important federal program that has been used recently by other municipalities to spur redevelopment investment is the Opportunity Zones Program. The Tax Cuts and Jobs Act passed that was enacted into law on December 22, 2017, added Opportunity Zones (OZ) to the tax code. These zones were created to spur economic development by providing tax benefits to private investors who invest new capital in `new development, redevelopment and businesses operating one or more OZ. The Opportunity Zones for San Luis were established in 2018, generally focused on the downtown area and the area north of downtown.

The Opportunity Zone Program allows investors in specified census tracts to receive preferential tax treatment. Opportunity Zones are economically distressed portions of a community where new investment, under guided conditions, may be eligible for preferential tax incentives. Opportunity Zone Census Tracts are nominated by the Governor of each state and then certified by the U.S. Treasury Department.

The Opportunity Zone designation, combined with the adoption of the RDA and RDA plan creates a highly favorable investment climate for downtown San Luis. The net return on investment results vary by state, but in general, Opportunity Zone investments are typically projected to be 30% higher than traditional investments.

Community Demographics

The demographic characteristics of an area can significantly impact the presence of blight in a specific area. An analysis of demographic information establishes the baseline character of an area and provides context to the study. Demographic conditions such as poverty, unemployment, and housing tenure (own versus rent) can increase blight conditions within an area.

The key demographic indicators used in this comparison are detailed below. They include median age, high school attainment, median household income, population below the poverty line, median home value,

housing tenure, and cost-burdened population. Data utilized for this comparison was obtained from the 2013-2017 American Community Survey 5-Year Estimates and calculated using an average of the twenty-seven overlapping census tracts. This demographic analysis compares the downtown area with the larger planning area for San Luis and the six jurisdictions of:

- City of Yuma
- City of Somerton
- City of Nogales
- Yuma County
- City of Douglas

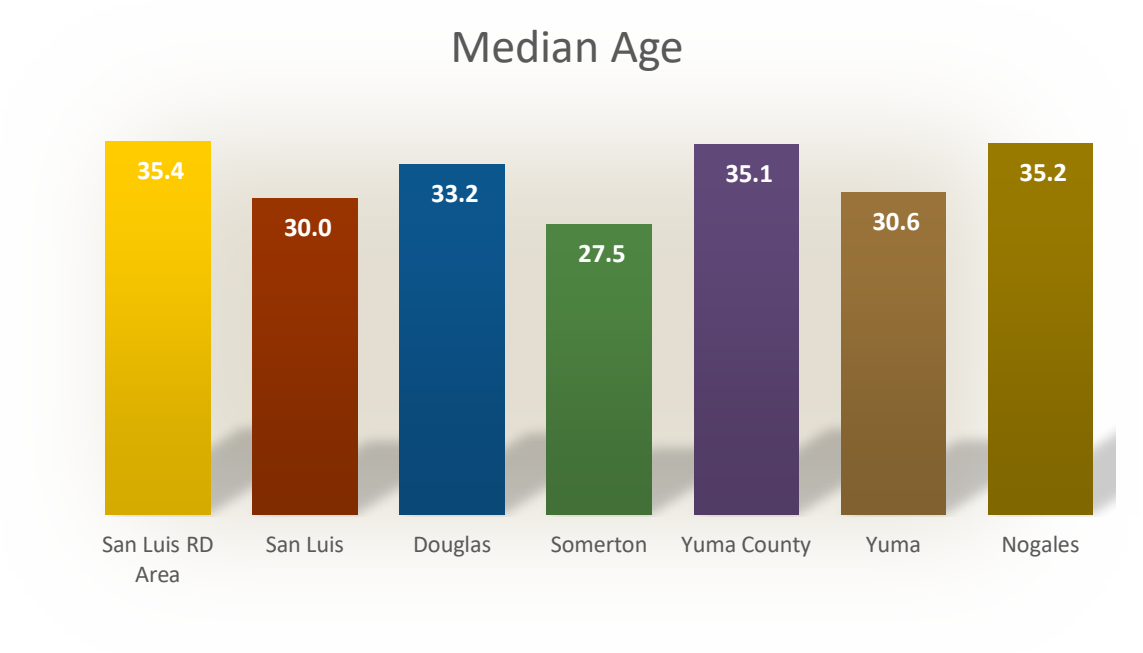
Demographic Data and Comparison Analysis

The comparative demographic analysis of the downtown area to the previously listed cities and counties is provided below.

Median Age

Median age is the age at the midpoint of the population. Half the population is older than the median age and half of the population is younger. The median age within the downtown San Luis area is 35 years old, 5 years older than the larger San Luis community. The downtown San Luis area shares the median age of 35 years old with Yuma County and Douglas, all leading other comparison cities by 5 years except for the City of Douglas at 33 years.

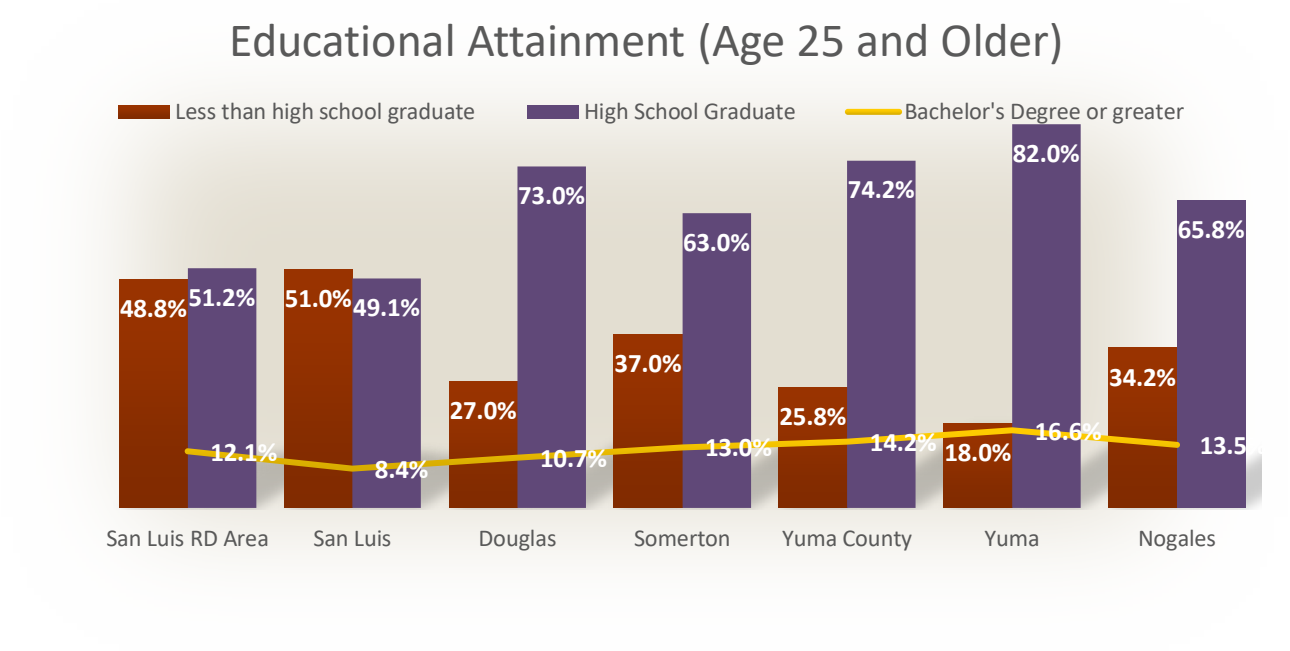
By way of comparison, in 2018, the median age of the population of the United States was 38.4 years, slightly older than the 35.4-year median age of the Study Area. The City of San Luis is reflecting current national trends toward an aging population, as more and more baby boomers retire. The aging population in the United States means society is going to have to find a way to adapt to the larger numbers of an aging society. An older population will have significant impacts on numerous communities. Changes in Social Security, employment, and the age of retirement will have to adapt if the population continues to age along this trend line.



EDUCATIONAL ATTAINMENT (AGE 25 AND OLDER)

Educational Attainment refers to the percentage of the population over 25 years old and older who have received less than a high school diploma, attainment of their high school diploma or equivalent education certification, and that of the population with a bachelor's degree or greater. Educational attainment is described as the highest level of education an individual has completed. This is distinct from the level of schooling an individual is currently attending.

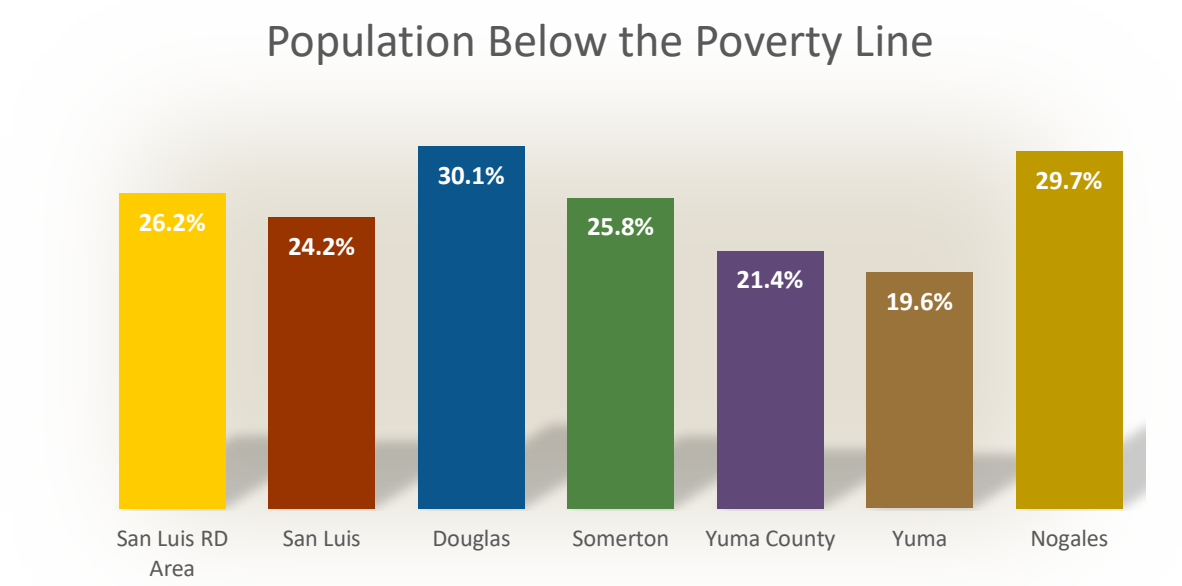
The downtown San Luis area has nearly the highest percentage of the population not attaining a high school diploma when compared to other cities in this analysis. The City of Yuma has the highest percentage of its population with a bachelor's degree or greater at 80%, and the highest percentage of its population attaining high school graduation at 18%. By way of comparison, 50% of the population in the downtown San Luis area has attained a High School diploma, showing 11% of the population.



Population Below Poverty Line

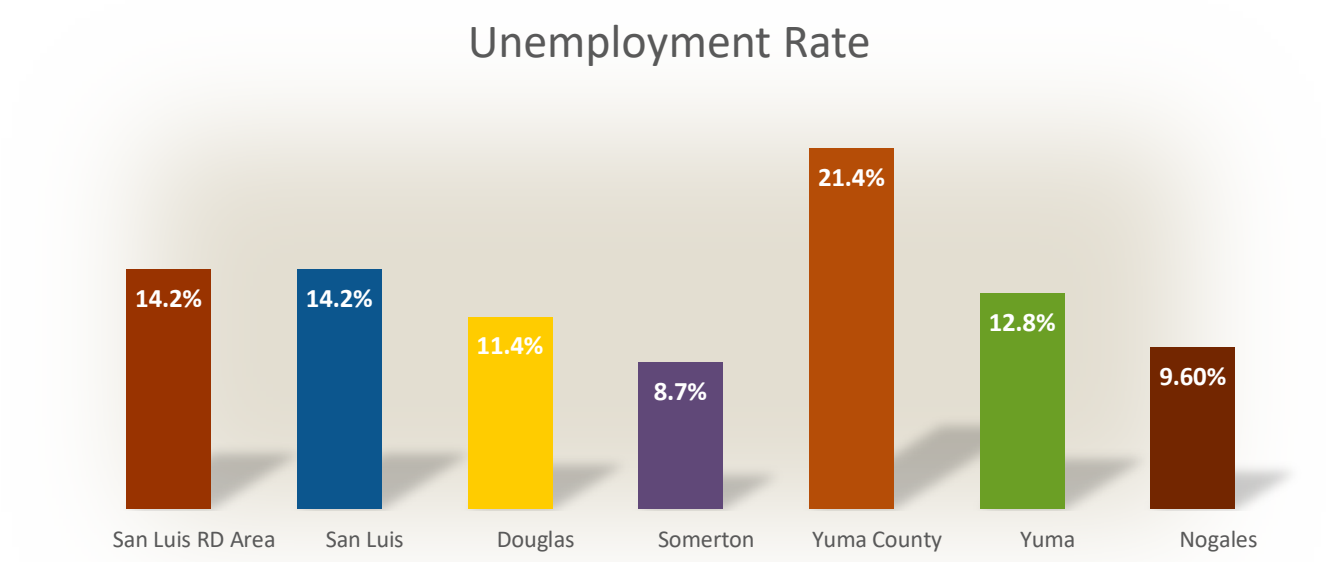
Following the Office of Management and Budget's (OMB) Statistical Policy Directive 14, the Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who is poverty-stricken. If a family's total income is less than the family's threshold, then that family and every individual in it is considered in poverty. The official poverty thresholds do not vary geographically, but they are updated for inflation using the Consumer Price Index (CPI-U). The official poverty definition uses money income before taxes and does not include capital gains or noncash benefits (such as public housing, Medicaid, and food stamps).

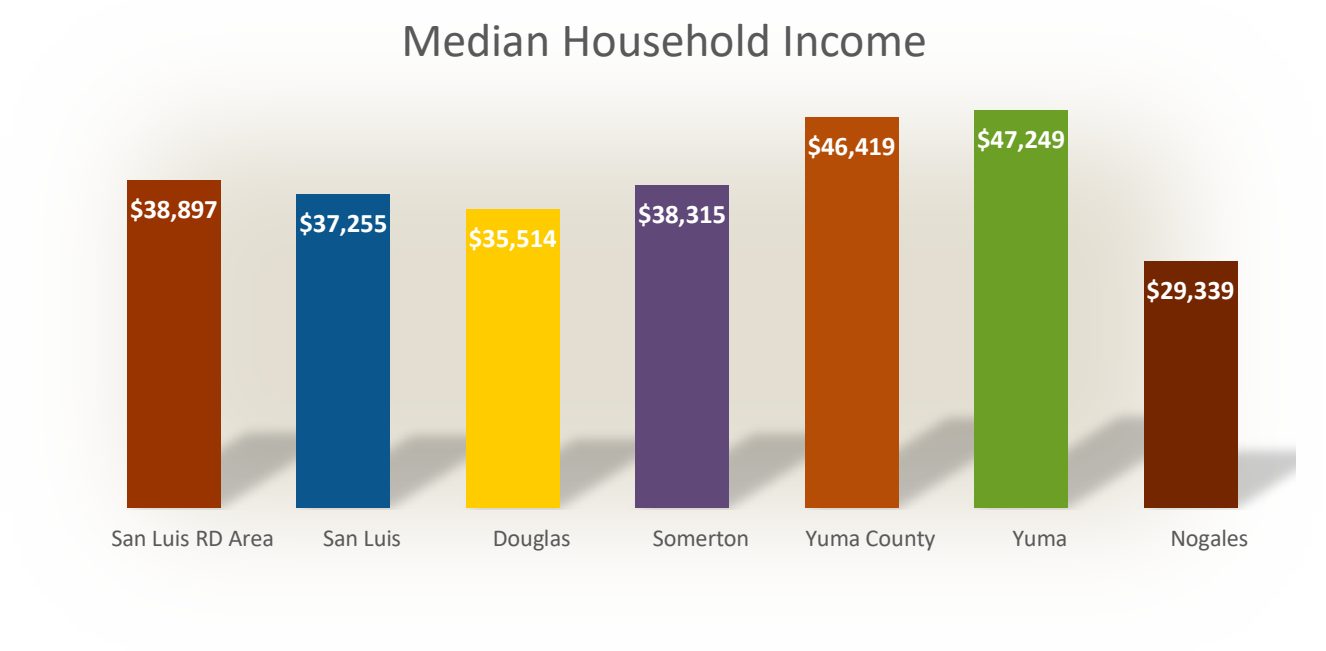
In this comparison, Douglas and Nogales have higher rates of Population Below the Poverty Line at 30.1% and 29.7% respectively. The City of Yuma and Yuma County had the smallest percentages out of the comparison group at 19.6% and 21.4%. The downtown San Luis area, larger City-wide numbers, and Somerton area formed the midpoint group, all around the 25% mark. Nationally, Population Below the Poverty Line was 9.2% in 2019, significantly lower than all comparison jurisdictions within this section. The closest jurisdictions to the national percentage of the population below the poverty line are the City of Yuma and Yuma County, both nearly double the percentage. San Luis and Somerton are almost three times larger than the national percentage.



Unemployment Rate

The Unemployment Rate represents the number of unemployed people as a percentage of the civilian labor force. The comparison jurisdictions, including San Luis, range in unemployed percentages from 20-30%. The downtown San Luis area and the larger San Luis communities have similar unemployment rates, at 26.2% and 24.2%. The current unemployment rate for Arizona (at the time of this study, September 2021) is 5.7%, and the national unemployment rate is 4.8%. All Study Area jurisdictions have significantly higher unemployment rates nationally than with the State of Arizona.



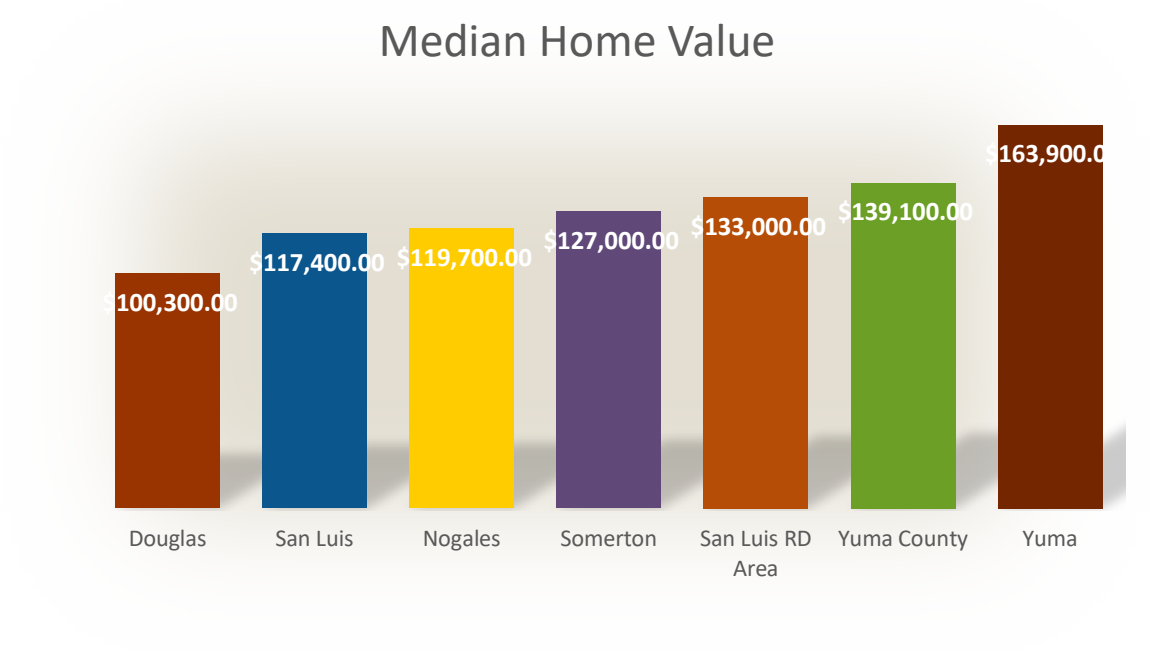


Median Household Income

The median household income is the amount that divides the income distribution into two equal groups, half having incomes above the median, and half having incomes below the median. The median household income includes the income for all individuals which reside in a single household. The City of Yuma and Yuma County are the highest of all the comparison jurisdictions with Median Household Income over $45,000. San Luis, the downtown San Luis, Douglas, and Somerton all have similar Median Household Incomes between $35,000 and $40,000. Nogales has the lowest Median Household Income below $30,000. All comparison communities used here are significantly below the national Median Home Income of $62,843.

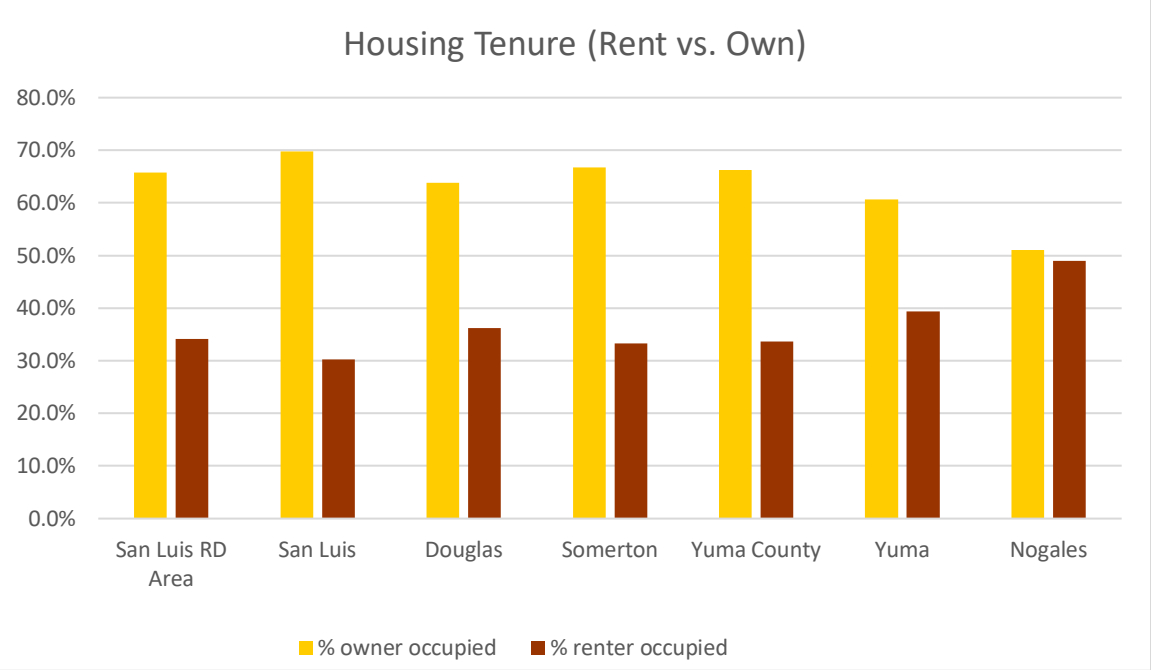
Median Home Value

The median home value divides the value distribution into two equal parts: one-half of the cases falling below the median value of the property (house and lot) and one-half above the median. Median value calculations are rounded to the nearest hundred dollars. The downtown San Luis area exceeds the Median Home Value for greater San Luis. The national Median Home Value in 2015-2019 was $217,500, significantly higher than the highest comparison jurisdiction by $57,500.



HOUSING TENURE

Housing Tenure refers to the amount of owner-occupied and renter-occupied housing units in the Study Area. A housing unit is owner-occupied if the owner, or co-owner, lives in the unit, even if it is mortgaged, or not fully paid for. A cooperative or condominium unit is "owner-occupied" only if the owner or co-owner lives in it. A housing unit is occupied if a person or group of persons is living in it at the time of the census or survey or if the occupants are only temporarily absent, for example, on vacation. Combined with other factors, lower homeownership and higher renter-occupied homes often correlates with economic challenges in an area. The City of San Luis has the largest percentage of owner-occupied units and the smallest percentage of renter-occupied units. Downtown San Luis, Somerton, the City of Yuma, and Yuma County have similar owner-occupied and renter-occupied percentages. The City of Nogales has nearly an even split between owner-occupied and rental-occupied units.



HOUSING AFFORDABILITY

San Luis RD Cost Burdened Households	
Less than 20%	35.5%
20%-30%	29.4%
30%-35%	9.1%

San Luis Monthly Owner Costs as a Percent of Household Income
Source: 2017 American Community Survey 5-Year Estimates

Comparing median household income to home values in the city helps measure housing affordability. The above figure lists the percentage of income that homeowners in San Luis spend on housing. Homeowners are considered "cost-burdened" when they spend more than 30% of their income on housing costs, including mortgages. Additionally, homeowners are considered "very cost-burdened" when they spend 35% or more on housing costs. In 2017, 11.8% of homeowners in San Luis were cost-burdened and 33.2% were very cost-burdened. These numbers indicate almost half of all homeowners in San Luis are cost-burdened at some level.

Relationship to Existing Plans

Several existing plans support the community's vision for downtown San Luis. This vision, as well as the existing plans' stated goals will influence the RDA plan and help guide revitalization efforts. The San Luis 2040 General Plan, in particular, makes several specific recommendations regarding the revitalization of this important community core area, including the formal designation of the downtown as a Redevelopment Area and creation of a comprehensive RDA plan. The 2040 General Plan, local transportation plans and studies, and relevant regional plans are presented below as part of the broader planning framework supporting revitalization and the City's future vitality.

San Luis 2040 General Plan

Downtown San Luis has historically been the cultural center of the community. As the City has grown and expanded, most new development has occurred in high-growth areas to the north and east of the city center. The Downtown area has experienced very little new development over time resulting in its revitalization and redevelopment being a key component of initiatives for economic enhancement identified in the San Luis 2040 General Plan. More specifically, the General Plan contains the following goals and policies that support the development and adoption of Redevelopment Area and RDA plan:

- Policy E-10.1 Explore opportunities to establish a redevelopment area within the downtown area
- Policy E-10.2 Develop a downtown master plan that provides a vision for downtown redevelopment. The Downtown Master Plan should:
  - Conduct a development suitability assessment for the downtown area
  - Identify target areas for redevelopment
  - Prioritize infrastructure improvements that facilitate development
  - Provide strategies for redevelopment
  - Identify funding mechanisms to implement the Master Plan
- Policy E-10.3 Ensure downtown San Luis is a focus area in future planning initiatives, including the Parks and Recreation Master Plan, Transportation Master Plan, and Active Transportation Master Plan.
- Policy E-10.4 Establish a Downtown Reinvestment District to help fund future infrastructure and beautification projects
- Policy E-10.5 Conduct a market feasibility study for downtown San Luis
- Policy E-10.6 Foster strong relationships and partnerships with community organizations in revitalizing downtown
- Policy G-1.2 Encourage land uses that would contribute to the revitalization and redevelopment of the downtown area

- Policy G-8.2 The City of San Luis should evaluate the projects and programs in its Capital Improvements Program based on their location in relation to the City's designated growth areas.
  - Downtown Growth Area

  The Downtown Growth Area covers the historic original townsite for the city at the international border crossing at San Luis I Port-of-Entry and is the cultural and historic heart of San Luis. This area is characterized as a compact lot, main-street scale development comprised of a mixture of uses including retail, financial, medical, office, civic, education, restaurants, and entertainment uses.

  The overall growth objective for this area is to support revitalization and redevelopment of the area and infill development in a manner that advances the land use, economic development, and growth policies of this plan. This area is intended to be enhanced as a vibrant, walkable, mixed-use community hub, attracting people for shopping, work, recreation, and socializing. The Downtown Growth Area is intended to accommodate higher density/intensity land uses and be comprised of a complementary balance and mixture of uses contributing to a complete community focal area. The Downtown Growth Area is intended to be a unique blend of housing, shopping, and entertainment. — San Luis 2040 General Plan

City of San Luis Small Area Transportation Study

The purpose of this study was to inventory the existing conditions and characteristics of the roadway network in San Luis and to identify potential areas of improvement. The Study promotes a "Complete Streets" approach to the future development of multimodal facilities and suggests San Luis is ideal for walking and bicycling due to its small geographic area and the large volume of pedestrians and bicyclists crossing the U.S.-Mexico border on a daily basis. The Study makes the following general recommendations for bicycle and pedestrian facilities:

- Improved crosswalks
- Pedestrian signals at major intersections
- Improved curb cuts at crosswalk locations
- Pedestrian amenities such as landscaping for shade
- "Bulb outs" or pedestrian refuge areas in appropriate locations
- Pedestrian crossing between Main Street and 1st Avenue
- Bicycle lanes on Main Street and Juan Sanchez Boulevard
- Other low-volume, low-speed roadways as shared vehicle-bicycle facilities

ADOT Binational San Luis Transportation Study, 2013

The ADOT Binational San Luis Transportation Study (BSLTS), 2013, was a joint effort by the City of San Luis, Cuidad de San Luis Rio Colorado, and the Arizona Department of Transportation (ADOT). The primary goal was to prepare a long-range multimodal transportation plan that addresses the most critical current and future transportation issues for the cities of San Luis, Arizona, and San Luis Rio Colorado, Sonora, Mexico. The Study focused on updating the San Luis Small Area Transportation Study to provide

an integrated transportation plan specifically addressing travel demands for all modes of travel to reflect changes in population and the economic interdependency of the two cities, the resurgence of the maquiladora industry, the opening of San Luis Commercial Point of Entry II, and changes to future land uses considered in the San Luis 2040 General Plan. The ADOT Binational San Luis Transportation Study objectives included:

- Enhance the mobility and connectivity of the transportation system at the international, regional, and local levels
- Address pedestrian and bicycle needs
- Determine the viability of current and planned bicycle and pedestrian infrastructure
- Enhance connectivity between modes of travel: vehicular, transit, bicycle and pedestrian
- Identify funding sources and strategies
- Enhance communication with the advisory committee and the public

The BSLTS focused on students, employees, and recreational users of the international border crossing and identified the need for sidewalk connectivity and bicycle lanes, as well as other facilities near and surrounding the "core activity area". The BSLTS identified examples of unsafe pedestrian crossings and low-cost intersection improvements involving restriping pedestrian crosswalks. Three (3) key, short-term recommendations relating to bicycle and pedestrian facilities are highlighted:

- Conduct a study to address pedestrian safety and mobility throughout the city. Potential improvements could include pedestrian signal crossing locations and devices and/or pedestrian refuge islands
- Conduct a study to review and research bicycle users' travel patterns
- Review and research pedestrian and bicycle amenities specific to the needs of San Luis Rio Colorado

Yuma Metropolitan Planning Organization (YMPO) – Regional Transportation Plan (RTP)

The Yuma Metropolitan Planning Organization (YMPO) is a nonprofit metropolitan planning organization for the Yuma region. YMPO develops and implements the Regional Transportation Plan (RTP) with the overarching goal of developing a multimodal transportation system in the organization's service area. Jurisdictions that makeup YMPO are the City of Yuma, Yuma County, the Cocopah Indian Tribe, the Town of Wellton, the Quechan Indian Tribe, the cities of San Luis, Somerton, and the Arizona Department of Transportation (ADOT). The RTP is a coordinated system of capital-intensive roadways projects, transit improvements, and pedestrian/bicycle facilities needed through 2041. The core mission of the RTP is to minimize impacts to society and the environment while providing for enough capacity and transportation choices to ensure the region's economy continues to grow.

YMPO 2018-2041 Regional Transportation Plan

The 2018-2041 Regional Transportation Plan applicable to the City of San Luis provides the following:

City of San Luis – Over two million pedestrians annually cross the U.S./Mexico border at San Luis POE I, giving the downtown area of the City of San Luis the highest level of pedestrian activity in the region. In 2015, the San Luis Street improvement project was completed, which included pedestrian improvements. The project included rerouting San Luis POE traffic away from the busy business district, which has significant pedestrian and bicycle traffic. POE traffic was moved to two local roads that were converted to one-way streets to relieve some of the traffic congestion and enhance safety.

By rerouting vehicle traffic from the San Luis POE away from Main Street, access to businesses along Main Street was improved to better accommodate pedestrians and bicyclists. It also allowed for additional parking, benches, new pavement, pavement striping, and landscaping.

ADOT installed the first pedestrian-activated signalized crosswalk in Yuma County, located at the intersection of US 95 (Main Street) and Urtuzuastegui Street. This special type of traffic light, known as the Pedestrian Hybrid Beacon, is a system of indicator lights and signs that controls vehicle traffic to assist pedestrians in safely crossing a major street or highway at a marked crosswalk that does not have a standard traffic signal.

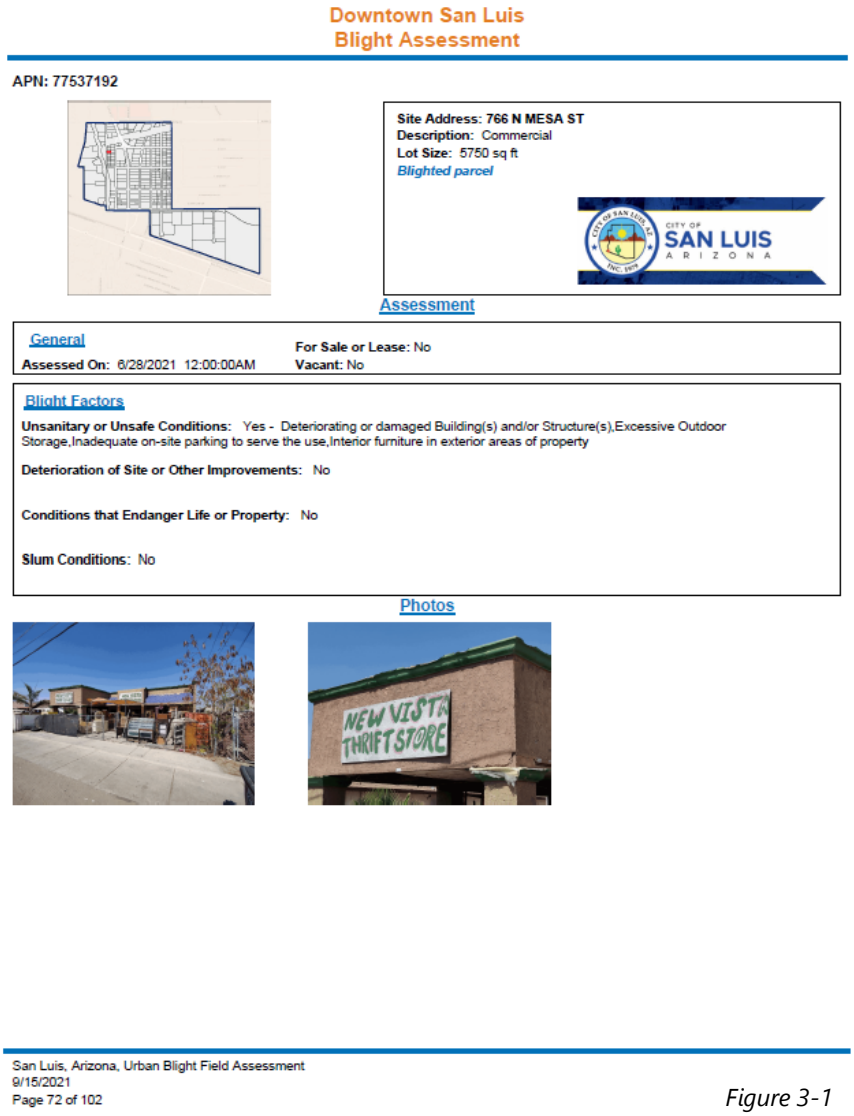
Chapter 2 DETERMINATION OF BLIGHT

Within this chapter the determination of blight will be looked at in the following ways:

- Blight Assessment Methodology
- Blight Assessment Results and analysis
- Blight Determination for the downtown San Luis Area

Blight Assessment Methodology

The process of assessing blight in the Downtown San Luis area was programmatically divided into steps to thoroughly analyze blight conditions for this Finding of Necessity. The first step in assessment was the review 2020 imagery provided by the Yuma County Assessor's website and Google Maps. This aerial survey allowed for examination of portions of properties that were inaccessible from an on-site field survey and assisted in the development of the Downtown San Luis RDA boundary. This boundary was established based on areas that appeared to have blight conditions and needed improvement within downtown San Luis and the areas surrounding downtown. The on-site field survey of the entire Redevelopment Area was conducted between June 28 and 29th, 2021. The field survey team used the Fulcrum app while on-site to photograph and record the blight assessment for each parcel. If the parcel was identified as containing one or more blight conditions, the surveyor recorded the property as blighted with a description and photograph of the blight condition. This process was performed on each parcel assessed.


Downtown San Luis
Blight Assessment

APN: 77537192

Site Address: 766 N MESA ST
Description: Commercial
Lot Size: 5750 sq ft
Blighted parcel

Assessment

General
Assessed On: 6/28/2021 12:00:00AM
For Sale or Lease: No
Vacant: No

Blight Factors
Unsanitary or Unsafe Conditions: Yes - Deteriorating or damaged Building(s) and/or Structure(s),Excessive Outdoor Storage,Inadequate on-site parking to serve the use,Interior furniture in exterior areas of property

Deterioration of Site or Other Improvements: No

Conditions that Endanger Life or Property: No

Slum Conditions: No

Photos

San Luis, Arizona, Urban Blight Field Assessment
9/15/2021
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Figure 3-1

Figure 3-1 provides an example of the result of the on-site field survey assessment. Blight

assessments recorded in Fulcrum were instantly uploaded to a cloud-based online server compatible with ESRI ArcGIS.

Upon completion of the field and aerial visual surveys, the Fulcrum data was exported to a geodatabase. After running checks for errors or omissions and correcting any issues, this data was mapped in ESRI's ArcGIS ArcMap to review and to calculate the scope of blight throughout the entire Redevelopment Area.

After the field and aerial surveys were completed to assess visual blight, frequency of crime, and active code violations were examined in the downtown area. Average crime rates (crimes per 1,000 people) for the five years between 2016 - 2021 were obtained from census tracts and the City of San Luis Police Department.

Blight Assessment Results

As detailed in Chapter 2, of this Finding of Necessity Report, a "blighted area" is an area where a predominance of properties within an area contains any of the following conditions (ARS §36-1471):

- Dominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Diversity of ownership
- Tax or special assessment delinquency exceeding the fair value of the land
- Defective or unusual conditions of title
- Improper or obsolete subdivision platting
- Existence of conditions that endanger life or property by fire and other causes.

Results of the assessment were analyzed in two ways:

Parcel Number Calculation. The percentage based on the total number of blighted parcels in relation to the total number of parcels within the redevelopment area.

Parcel Square Footage Calculation. The percentage based on the total square footage of blighted parcels in relation to the total square footage of land within the redevelopment area, excluding public rights-of-way.

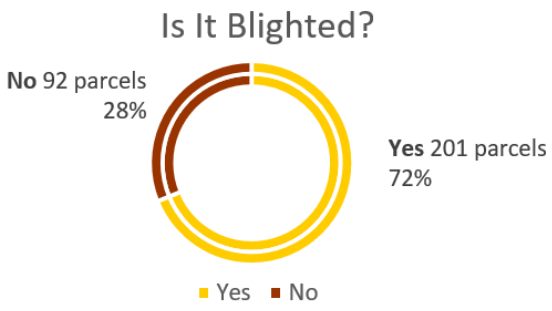


Figure 3-2

Figure 3-2 displays the total amount of blight assessed within the redevelopment area and includes the number and percentage of parcels with at least one (1) blight factor. The subsections following, detail each category of blight condition in the redevelopment area.

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	**186**	**63.48%**	**118.8**	**54.40%**

Table 3-1

Blight conditions were measured based on the specific building, site, or other property conditions further detailed in the following sections. Some of the blight conditions established by Arizona Revised Statures were measured in multiple ways. As an example, the "Unsanitary and Unsafe" condition was measured by:

- Parking on a Surface Other than Asphalt or Concrete
- Refuse Debris, and Junk,
- Overgrowth Weeds, Unkept Landscaping,
- Animal Droppings, and Unrestrained Animals, Feral Cats or Dogs.

The presence of these blight conditions contributes to a structure being unsafe or the condition of a property considered to be unsanitary. If measured in another instance, a similar condition could be categorized as Deterioration of Site or Other Improvements, given the actual field condition present as recorded by the field analyst. These broad interpretations of how state law can interpret a site, as highlighted above, became focus areas for this portion of the Downtown San Luis Redevelopment Area Plan. The three main categories formed as follows:

- Unsanitary or Unsafe Conditions
- Deterioration of Site or Other Improvements
- Conditions that Endanger Life or Property

All properties in the potential redevelopment area were assessed for the presence of eighteen (18) blight conditions provided in the below. As can be seen from Table 3-1, 63.48% of the parcels within the redevelopment area include the presence of at least one (1) blight factor, in excess of the required predominance of the area (50%) being blighted as required by Arizona Revised Statute.

The eighteen measured factors are listed as follows:.

1. Parking on Surface Other Than Asphalt or Concrete
2. Refuse, Debris and Junk
3. Overgrowth Weeds, Unkept Landscaping
4. Excessive Outdoor Storage
5. Graffiti
6. Junk and Abandoned Vehicles
7. Deteriorating or Damaged Building(s) and/or Structure(s)
8. Deteriorating or Damaged Fence or Wall
9. Evidence of Over Occupancy and Overcrowding
10. Interior Furniture in Exterior Areas of Property
11. Inadequate On-site Parking to Serve the Use
12. Evidence of Homelessness
13. Animal Droppings
14. Damaged or Incomplete Sidewalk
15. Deteriorated or Damaged Parking Surface
16. Inadequate or Incomplete Connection to the Street
17. Inadequate Stormwater Drainage Detention of Conveyance
18. Unrestrained animals, Feral Cats or Dogs

Table 3-2 below provides the number and percentage of properties impacted by the three (3) broad blight categories established through the categories in state law and the focus of this blight assessment. The downtown San Luis area meets the definition of a "blighted area" for two of the three broad redevelopment area plan categories established under state law. These findings contribute to the required blight Finding of Necessity in the establishment of the redevelopment area for this area.

Number of Blighted Parcels by Blight Factor

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Unsanitary or unsafe conditions	116	39.59%	103.83	47.54%
Deterioration of site	109	37.2%	58	26.56%
Conditions that endanger life or property	2	1%	0.51	0.23%
TOTAL	226	77.13%	162.34	74.34%

Table 3-2

The following subsections record some of the more notable blight conditions found within the redevelopment area.

1. Inadequate or Incomplete Connection to the Street

Inadequate or Incomplete Connection to the Street includes properties lacking an improved connection to the public roadway. Properties in this category are deficient with the City's requirements for curb, gutter, sidewalk, and paved surface connecting parking areas to the adjacent rights-of-way. This condition contributes to blight with unsafe and uncontrolled vehicular access to the public street from parking areas on residential or commercial properties within the RDA.

As shown in **Table 3-3**, 3.5% of the total parcels in the RDA is determined to be blighted due to an inadequate connection to the street. **Figure 3-3** displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Inadequate or Incomplete Connection to the Street	**7**	**3.5%**	**.79**	**.37%**

Table 3-3

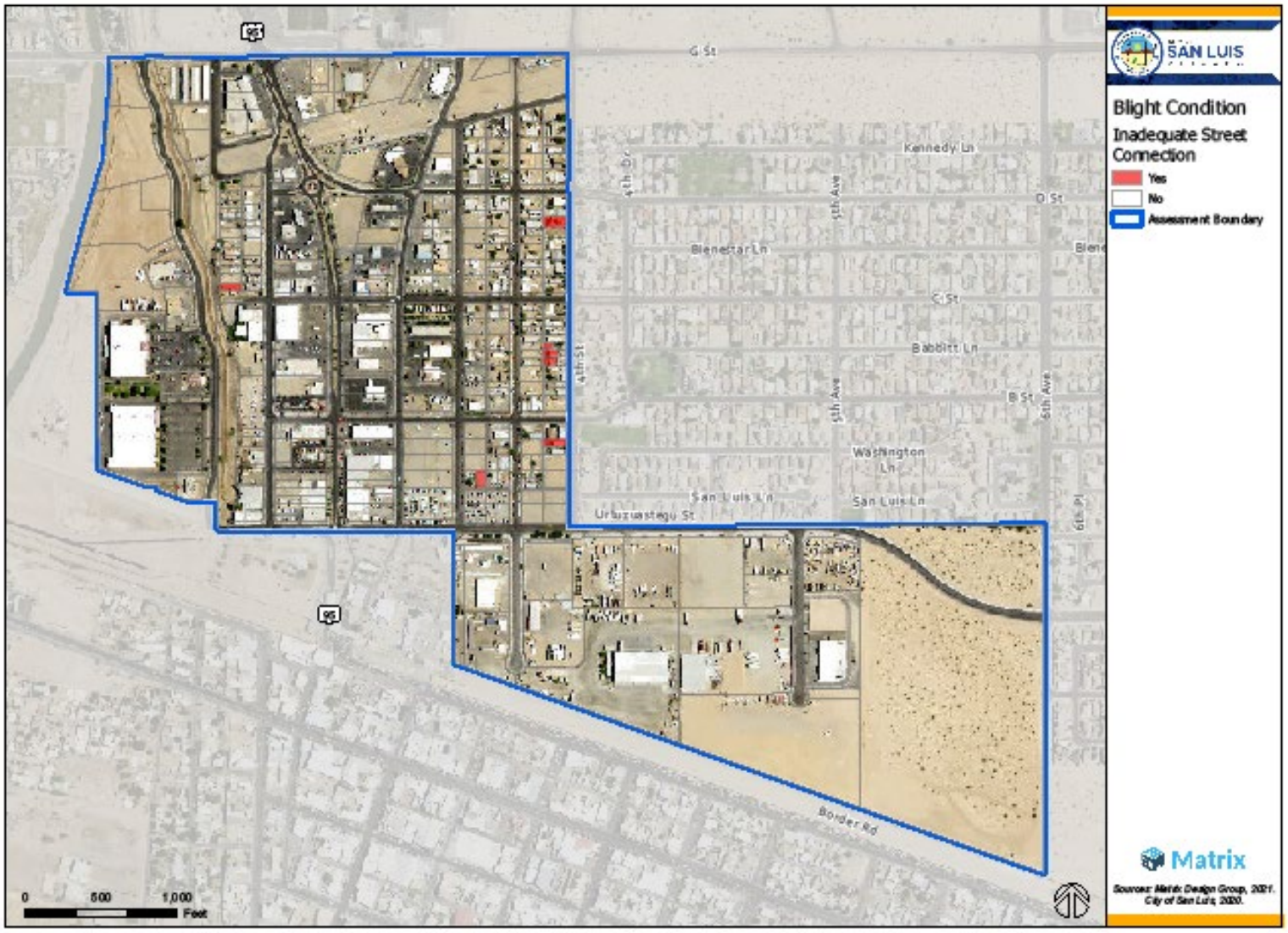

SAN LUIS
Blight Condition
Inadequate Street Connection
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.
G St
Kennedy Ln
4th Dr
5th Ave
D St
Bienestar Ln
C St
Babbitt Ln
4th St
B St
6th Ave
Washington Ln
San Luis Ln
Urbizuastegu St
6th Pl
95
Border Rd
0
500
1,000
Feet

Figure 3-3

2. Parking on Surface Other Than Asphalt or Concrete

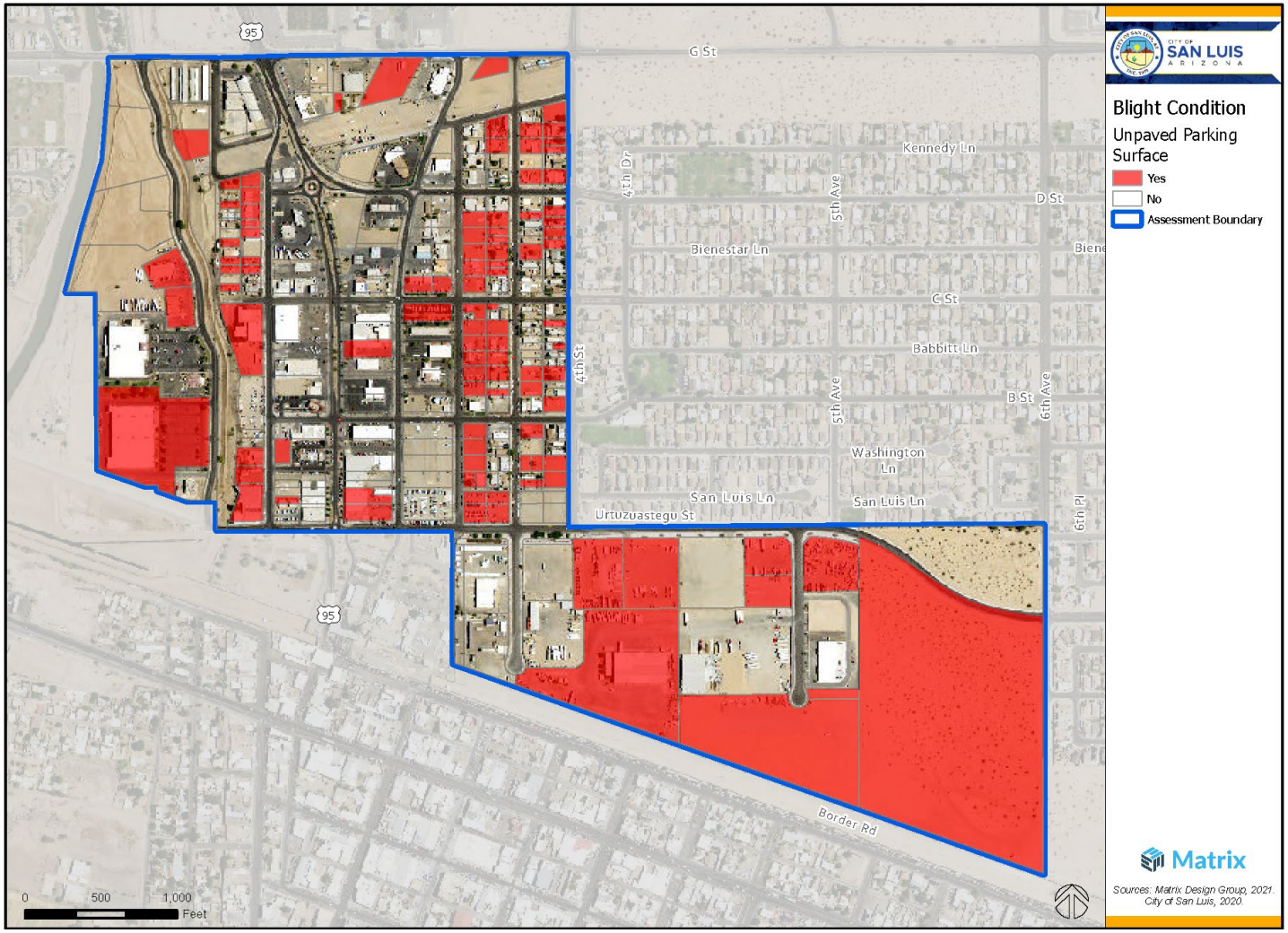
This blight factor involves the parking of operable and/or inoperable vehicles on dirt or unimproved surfaces. Section 15.2 of the San Luis Zoning Ordinance requires required parking to be provided on asphalt, concrete, or similar dust-free surface. This blight factor was categorized either as an Unsafe/Unsanitary if the condition presented a health concern related to dust emissions or Deterioration of Site if the condition provided a suboptimal surface, such as decomposed granite as opposed to a solid, durable surface such as asphalt or concrete. Combined, this blight condition was present on 108 properties, or over 36.8% of properties within the boundaries of the RDA.

Table 3-4 47.1% the total parcels in the RDA is determined to be blighted due to Parking on Surface Other than Asphalt or Concrete.

Figure 3-4 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Parking on Surface other than Asphalt or Concrete	108	36.8%	102.9	47.1%

Table 3-4


95
G St
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Bienestar Ln
C St
Babbitt Ln
4th St
B St
6th Ave
Washington Ln
San Luis Ln
Urtuzuastegu St
6th Pl
Border Rd
0
500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Unpaved Parking Surface
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-4

3. Refuse/Debris/Junk

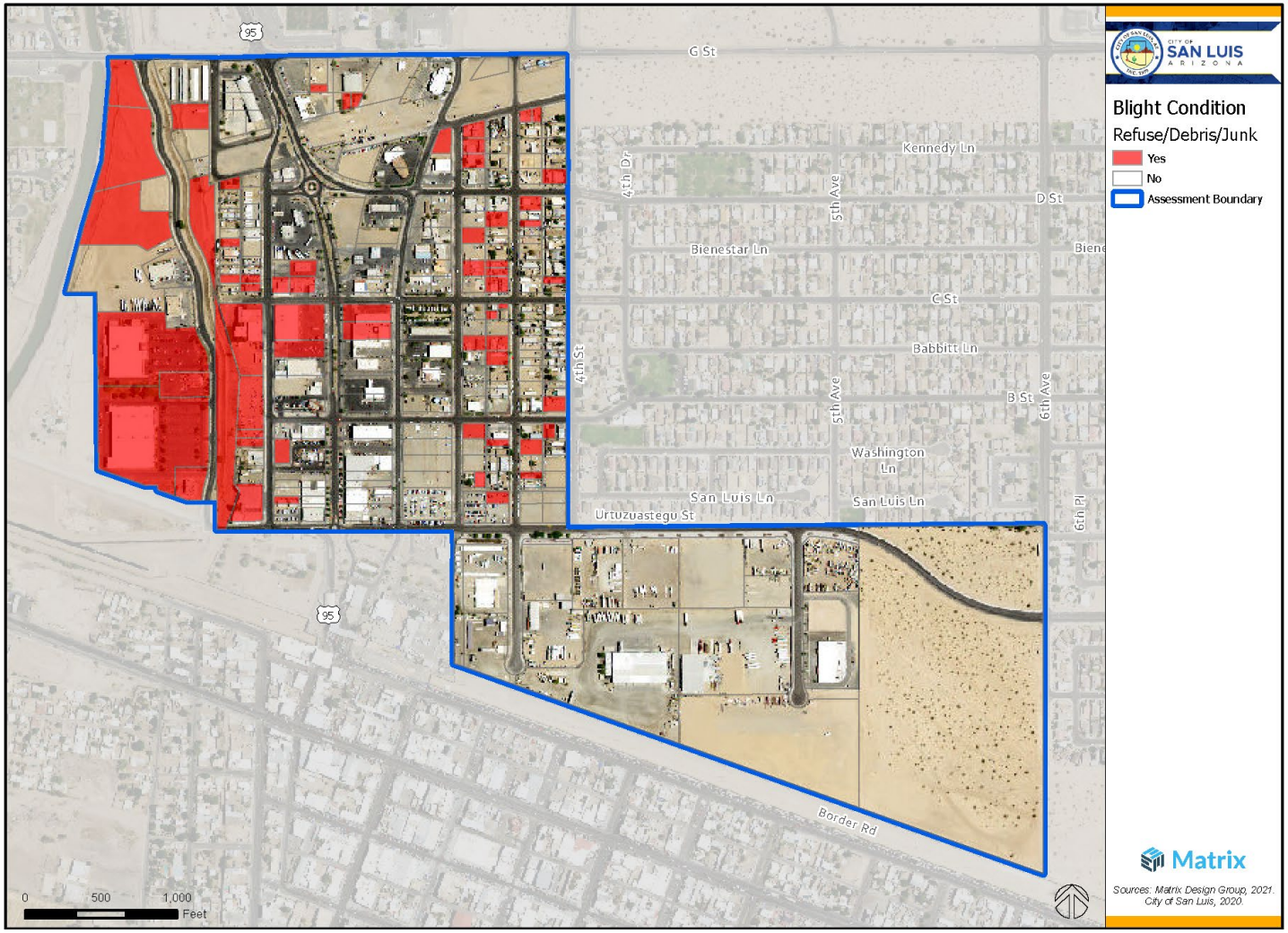
This blight factor involves the presence of refuse and debris on the residential property or premises of the business. In some cases, vacant land with refuse was counted separately under each category. Refuse and junk could have been counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 64 parcels or 31.8% of the parcels in the RDA boundary.

Table 3-5 21.8% the total number of parcels in the RDA is determined to be blighted due to Refuse/Debris/Junk.

Figure 3-5 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Refuse/Debris/Junk	64	21.8%	40.2	19%

Table 3-5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B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
0
500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Refuse/Debris/Junk
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-5

4. Deteriorating or Damaged Building and/or Structure

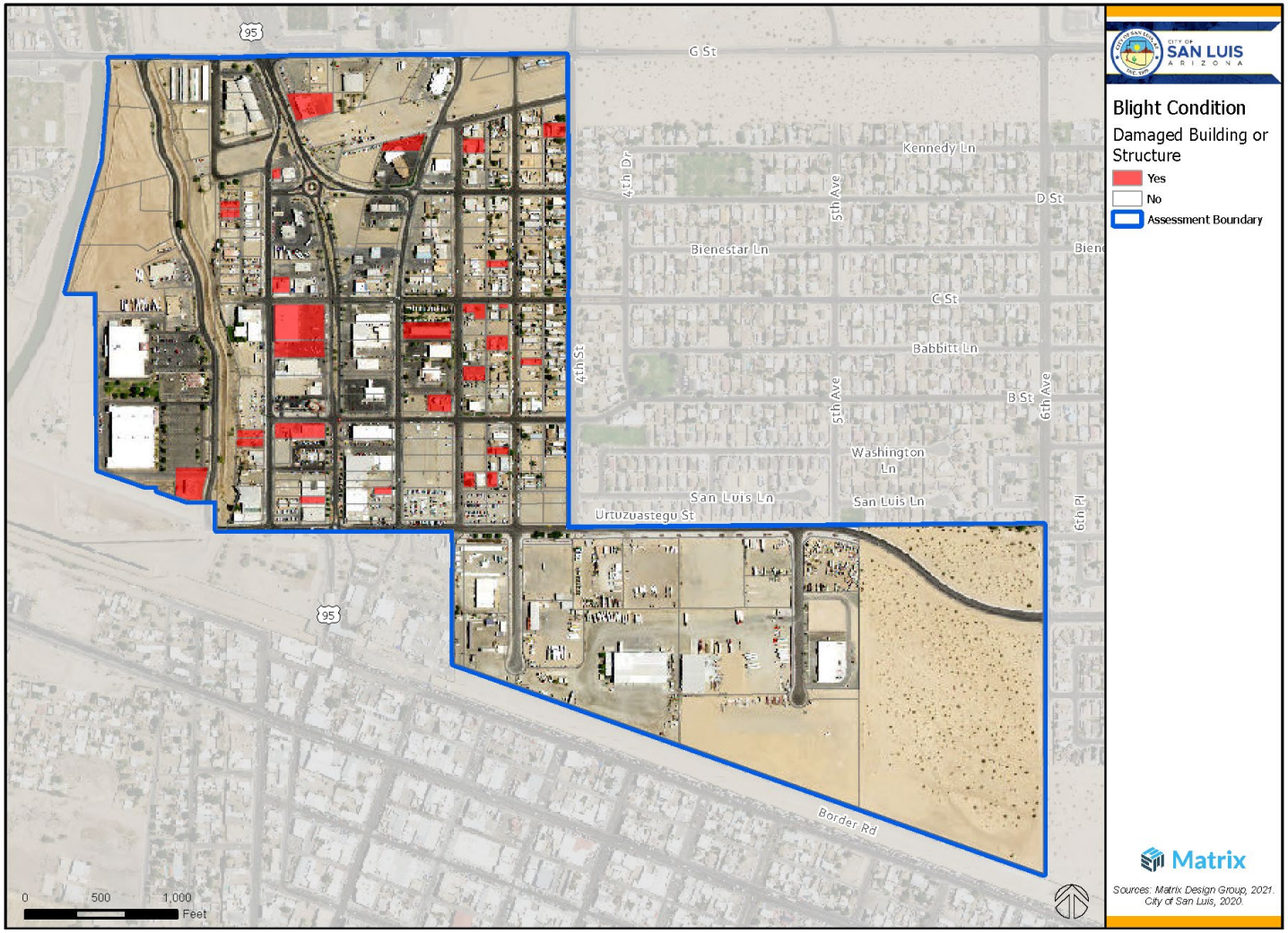
This blight factor involves the presence of a Deteriorating or Damaged Building and/or Structure which could include wall damage, roof damage, or other elements of the building or structure including supporting elements, awnings, and other attached elements of construction. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 36 parcels or 17.9% of the parcels in the RDA boundary.

Table 3-6 27.5% of the total number of parcels in the RDA is determined to be blighted du to Deteriorating or Damaged Building and/or Structure.

Figure 3-6 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Deteriorating or Damaged Building and/or Structure	36	12.3 %	60	27.5%

Table 3-6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B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
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500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Damaged Building or Structure
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-6

5. Excessive Outdoor Storage

This blight factor involves the presence of excessive outdoor storage that could include boxed or unboxed

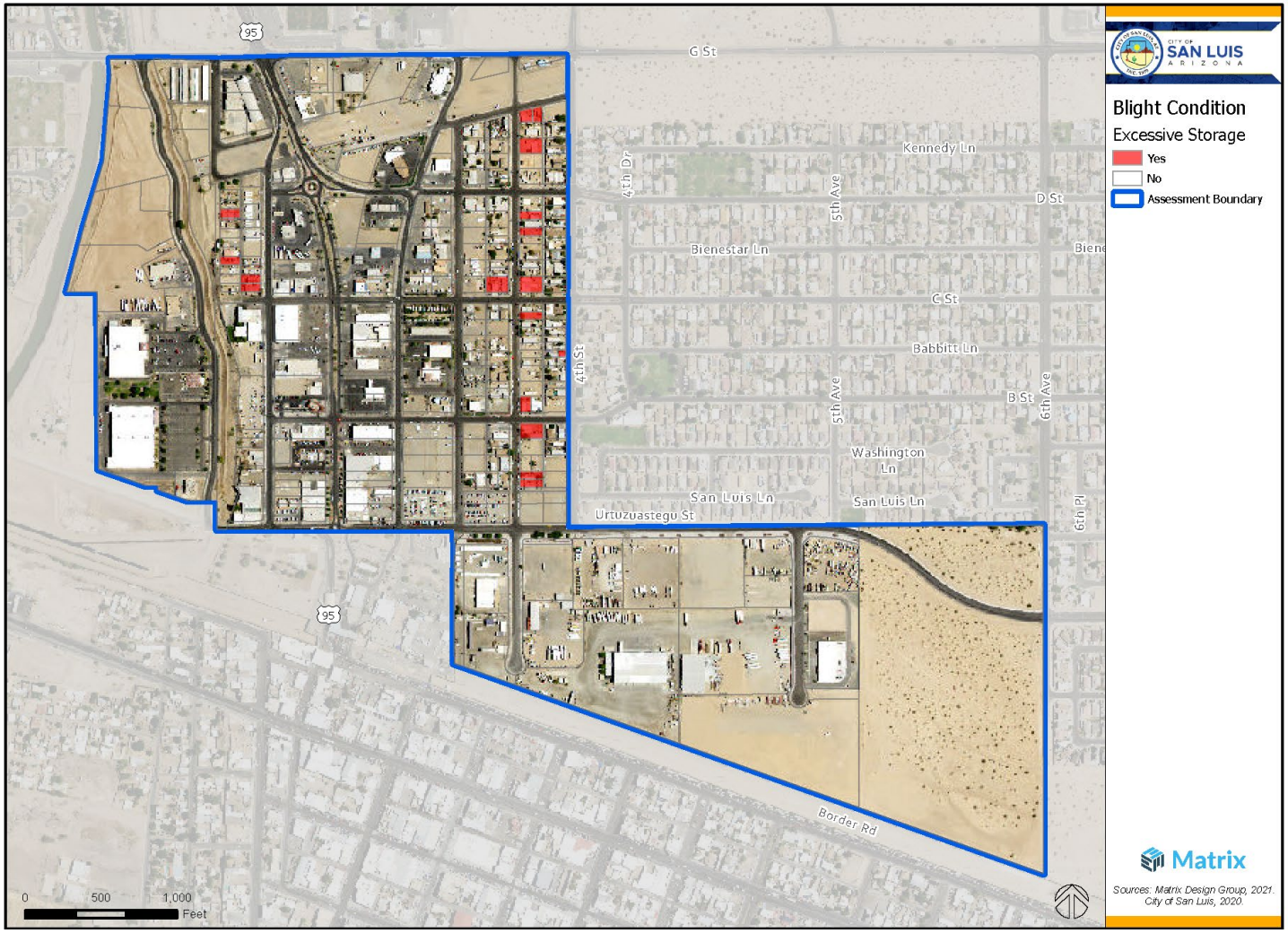
storage of items normally kept within the confines of a building or enclosed area and outside of public view from the public rights-of-way. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 18 parcels or 9% of the parcels in the RDA boundary.

Table 3-7 9% the total number of parcels in the RDA is determined to be blighted due to Excessive Outdoor Storage.

Figure 3-7 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Excessive Outdoor Storage	18	6.1%	2.7	1.2%

Table 3-7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6th Ave
Washington Ln
San Luis Ln
Urtuzuastegu St
6th Pl
Border Rd
0
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1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Excessive Storage
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-7

6. Junk / Abandoned Vehicles

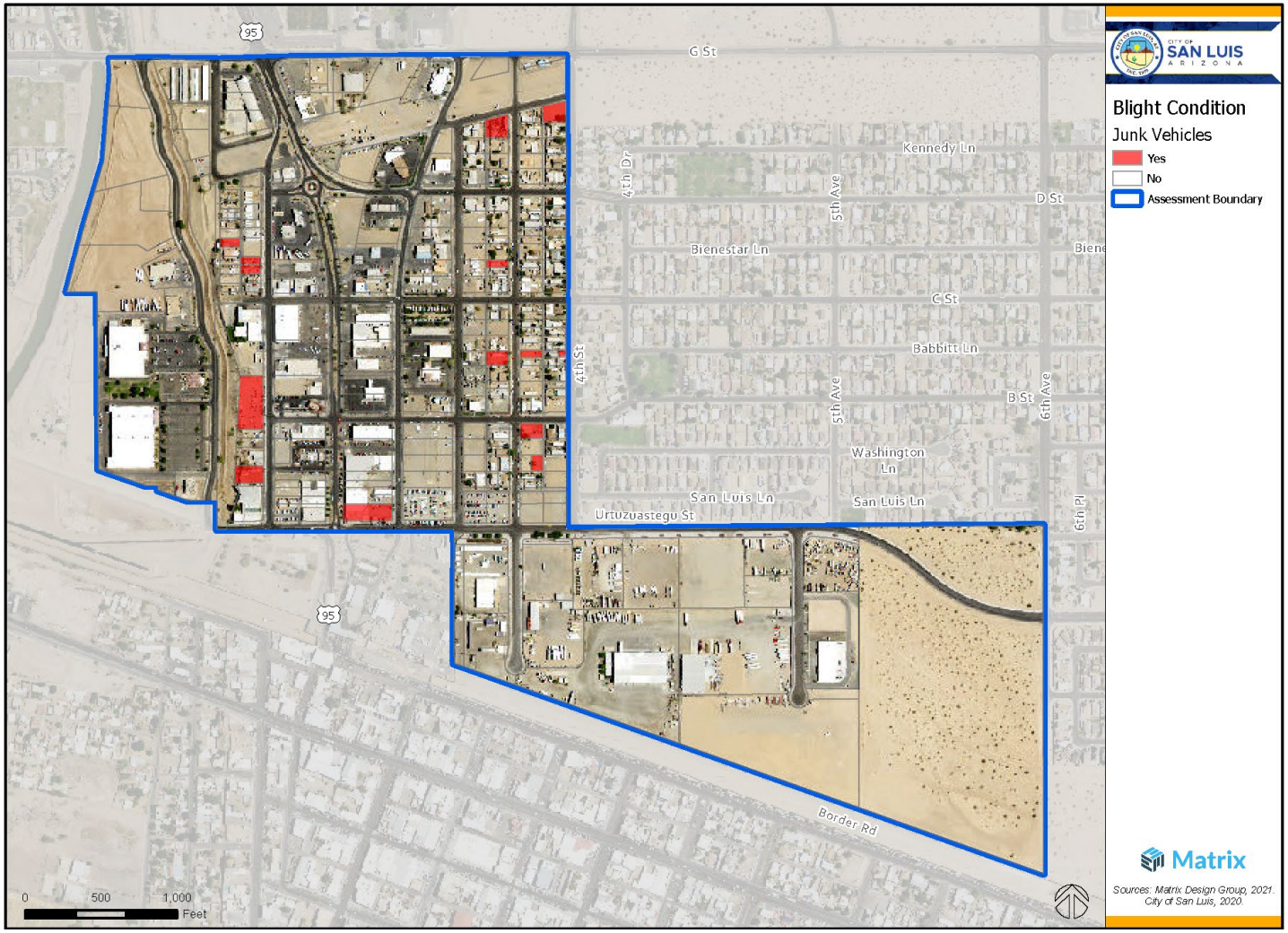
This blight factor involves the presence of junk and/or abandoned vehicles, which may include operable and inoperable vehicles with or without proper and up-to-date registration. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 14 parcels or 4.8% of the parcels in the RDA boundary.

Table 3-8 7% the total number of parcels in the RDA is determined to be blighted due to Junk/Abandoned Vehicles.

Figure 3-8 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Junk/Abandoned Vehicles	14	4.8%	4.3	2.0%

Table 3-8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Washington Ln
San Luis Ln
Urtuzuastegu St
6th Pl
Border Rd
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Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Junk Vehicles
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-8

7. Overgrown Weeds / Unkept Landscaping

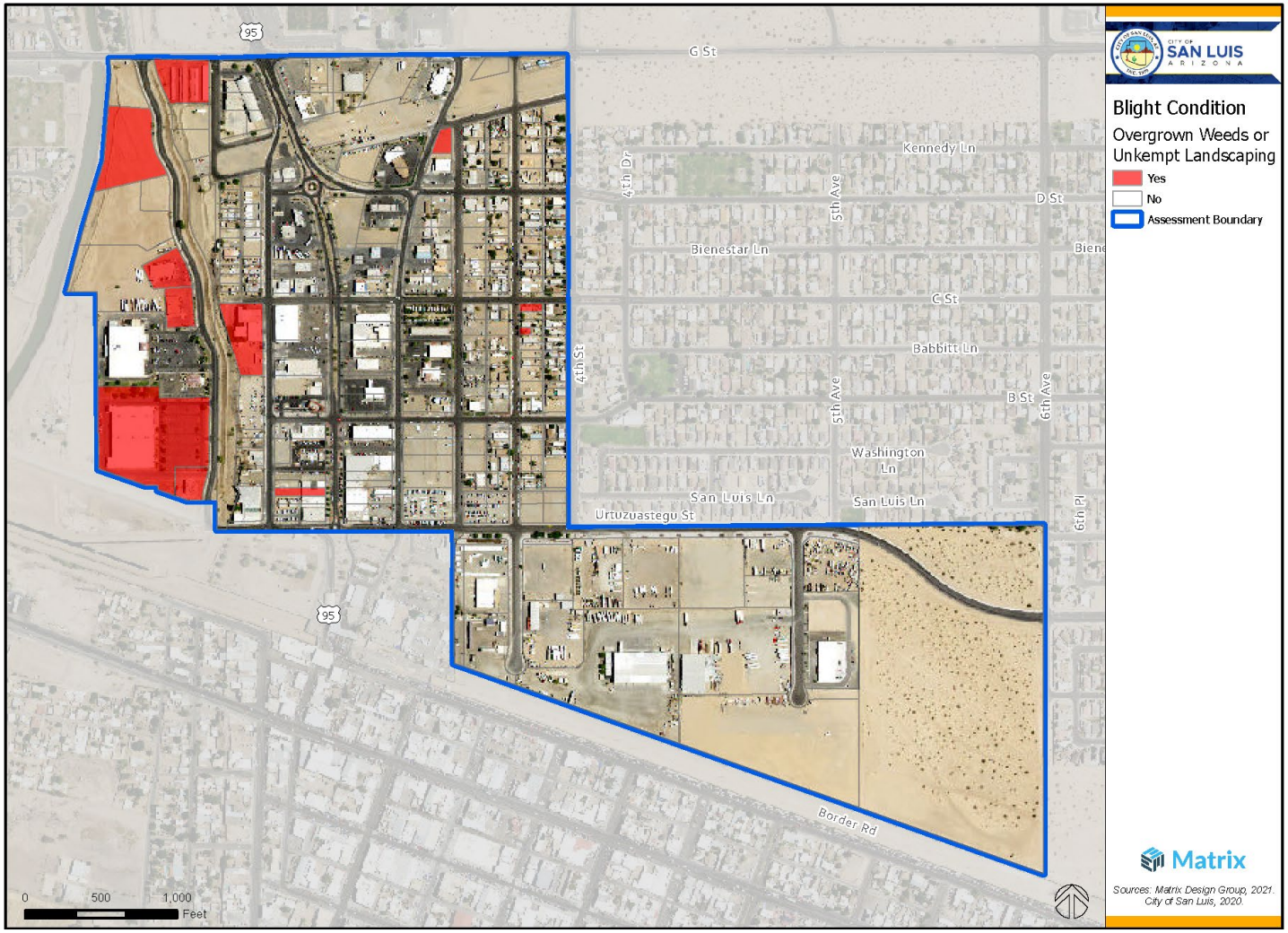
This blight factor involves the presence of overgrown weeds and/or unkempt landscaping in public view from the public rights-of-way. This blight condition was counted as Unsanitary and Unsafe, or a Deterioration of Site dependent on the actual field conditions present as recorded by the field analyst. This condition was present on a total of 12 parcels or 4.1% of the parcels in the RDA boundary.

Table 3-9 4.1% the total number of parcels in the RDA is determined to be blighted due to Overgrown Weeds / Unkept Landscaping.

Figure 3-9 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Overgrown Weeds/Unkept Landscaping	12	4.1%	16.1	7.4%

Table 3-9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San Luis Ln
San Luis Ln
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Border Rd
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Feet
CITY OF SAN LUIS ARIZONA
Blight Condition
Overgrown Weeds or Unkempt Landscaping
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-9

8. Unsanitary or Unsafe Conditions

Unsanitary or unsafe conditions includes environments that may be harmful to human health and safety. Unsanitary conditions of buildings and properties contain higher bacterial levels than structures and properties kept in a more hygienic condition by people residing in the home or a property owner maintaining a business or other non-residential property. Parcels were determined to be blighted if they contained some of the following indicators:

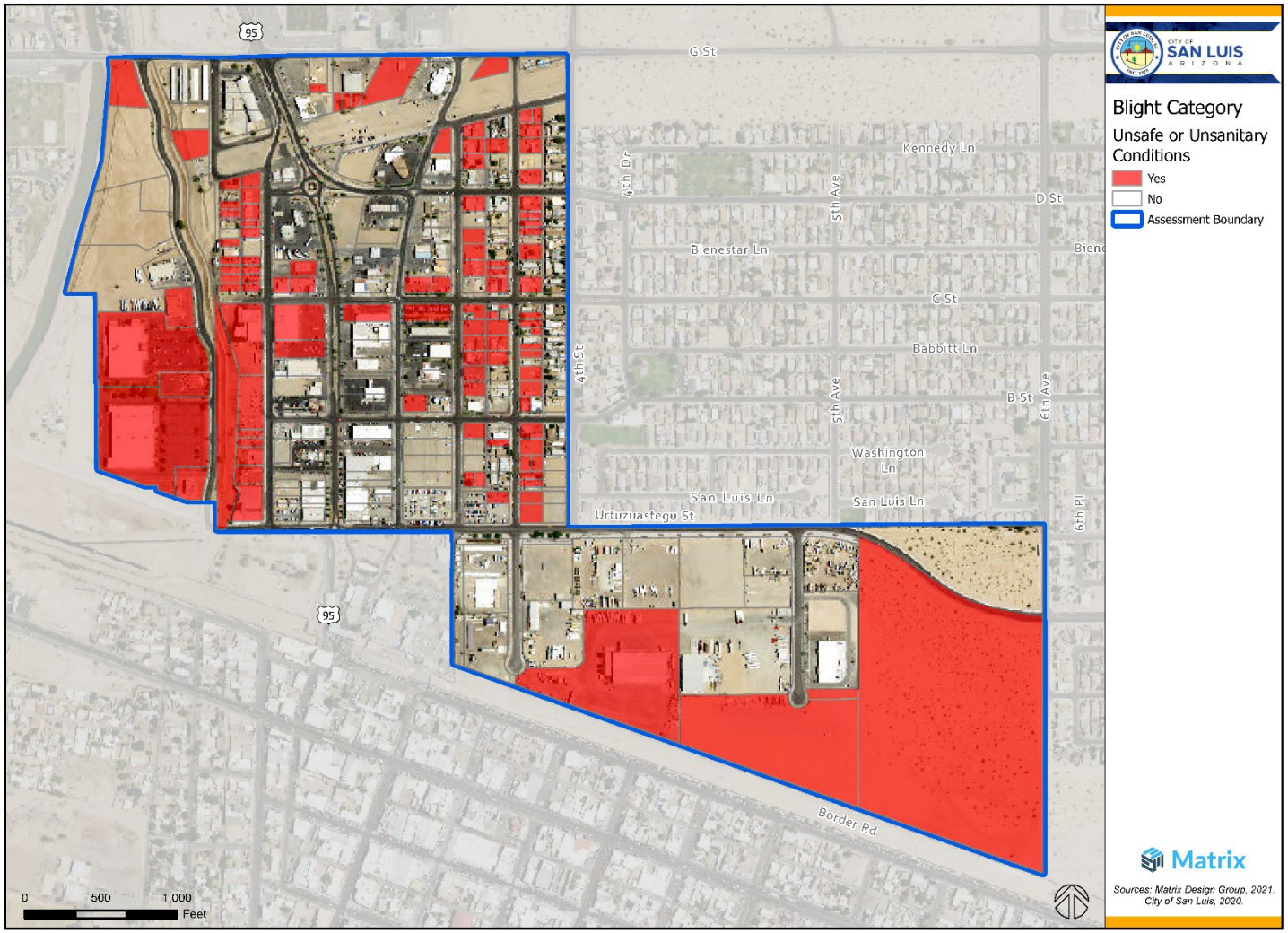
- Uncontrolled solid waste
- Parking on a surface other than asphalt or concrete
- Refuse/Debris/Junk
- Junk/Abandoned Vehicles
- Deteriorated building or structure
- Evidence of homelessness
- Excessive animal droppings
- Interior furniture in exterior area
- Damaged sidewalk or parking surface
- Graffiti
- Incomplete connection to street

As shown in **Table 3-10**, 56.2% of parcels in the proposed RDA is determined to be blighted due to unsanitary or unsafe conditions.

Figure 3-10 displays the location of these properties.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Unsanitary or Unsafe	116	39.6%	103.83	47.5%

Table 3- 10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San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
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Feet
CITY OF SAN LUIS ARIZONA
Blight Category
Unsafe or Unsanitary Conditions
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021.
City of San Luis, 2020.

Figure 3-10

9. Deterioration of Site or Other Improvements

Deterioration of site or other improvements includes physical property conditions that detract from the overall appearance. Parcels were determined to be blighted if they contained the following indicators:

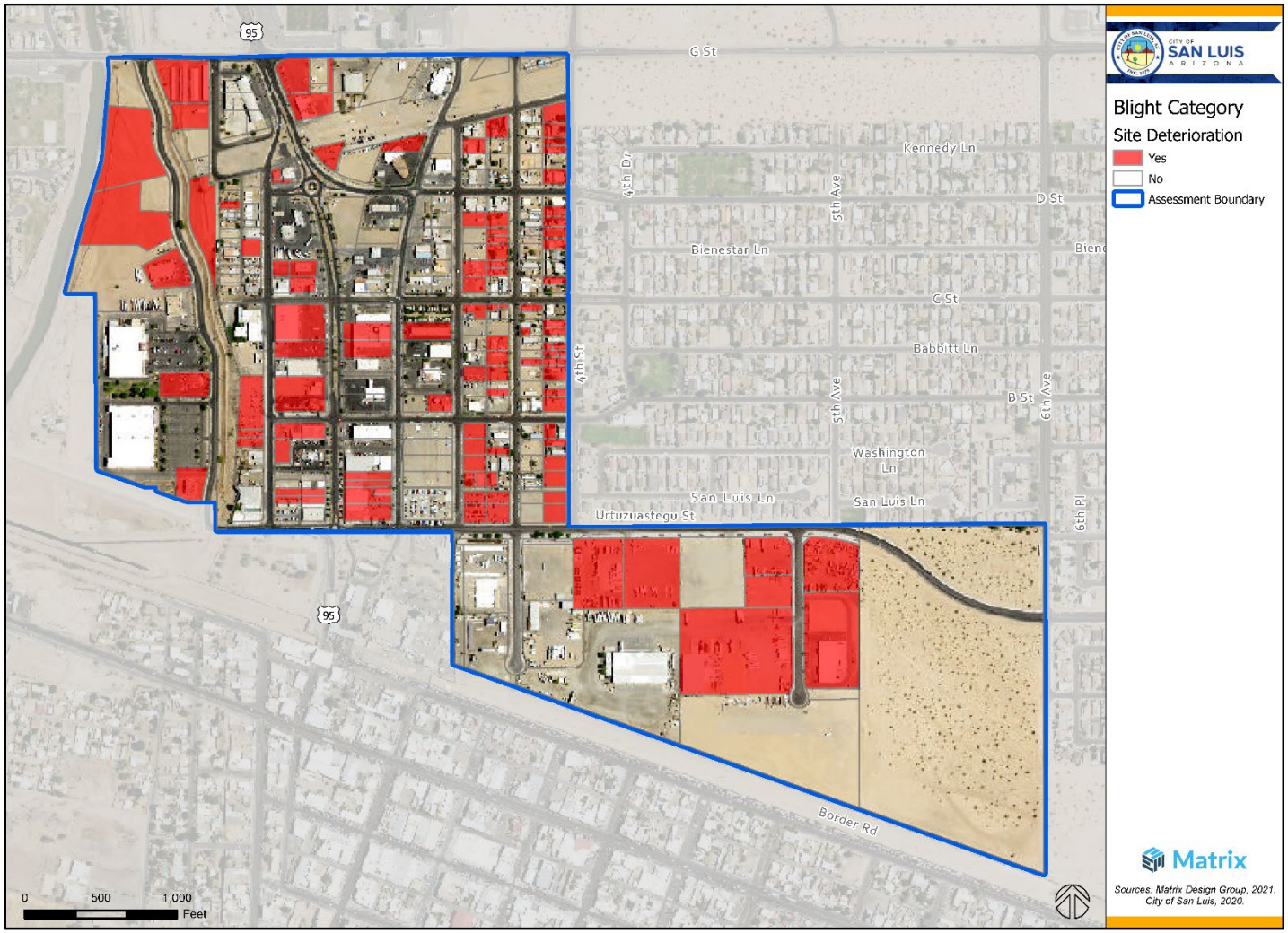
- Deteriorating roof
- Poor pavement conditions
- Excessive weeds
- Broken windows
- Peeling paint

As shown in **Table 3-11**, 37.2% in the research area is determined to be blighted due to deterioration of site or other improvements.

Figure 3-11 displays the location of these properties.

	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
San Luis RDA	109	37.2 %	60	27.5%

Table 3- 11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Kennedy Ln
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Bienestar Ln
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Babbitt Ln
4th St
5th Ave
6th Ave
B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
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500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Category
Site Deterioration
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021.
City of San Luis, 2020.

Figure 3-11

10. Conditions that Endanger Life or Property

Conditions that endanger life or property includes properties that contain environments that pose threats to life or properties by fire, contamination, or other causes. Parcels were determined to be blighted if they contained the following indicators:

- Abandoned vehicles
- Excessive junk
- Structural damage
- Blocked entrances
- Overcrowding
- Code violations*
- High crime rates*

**Non-visual blight conditions assessed separately.*

As shown in **Table 3-12**, .7% of parcels in the CBD is determined to be blighted due to visual conditions that endanger life or property.

Figure 3-12 displays the location of these properties.

	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
Central Business District	2	.7%	.51	.23%

Table 3- 12

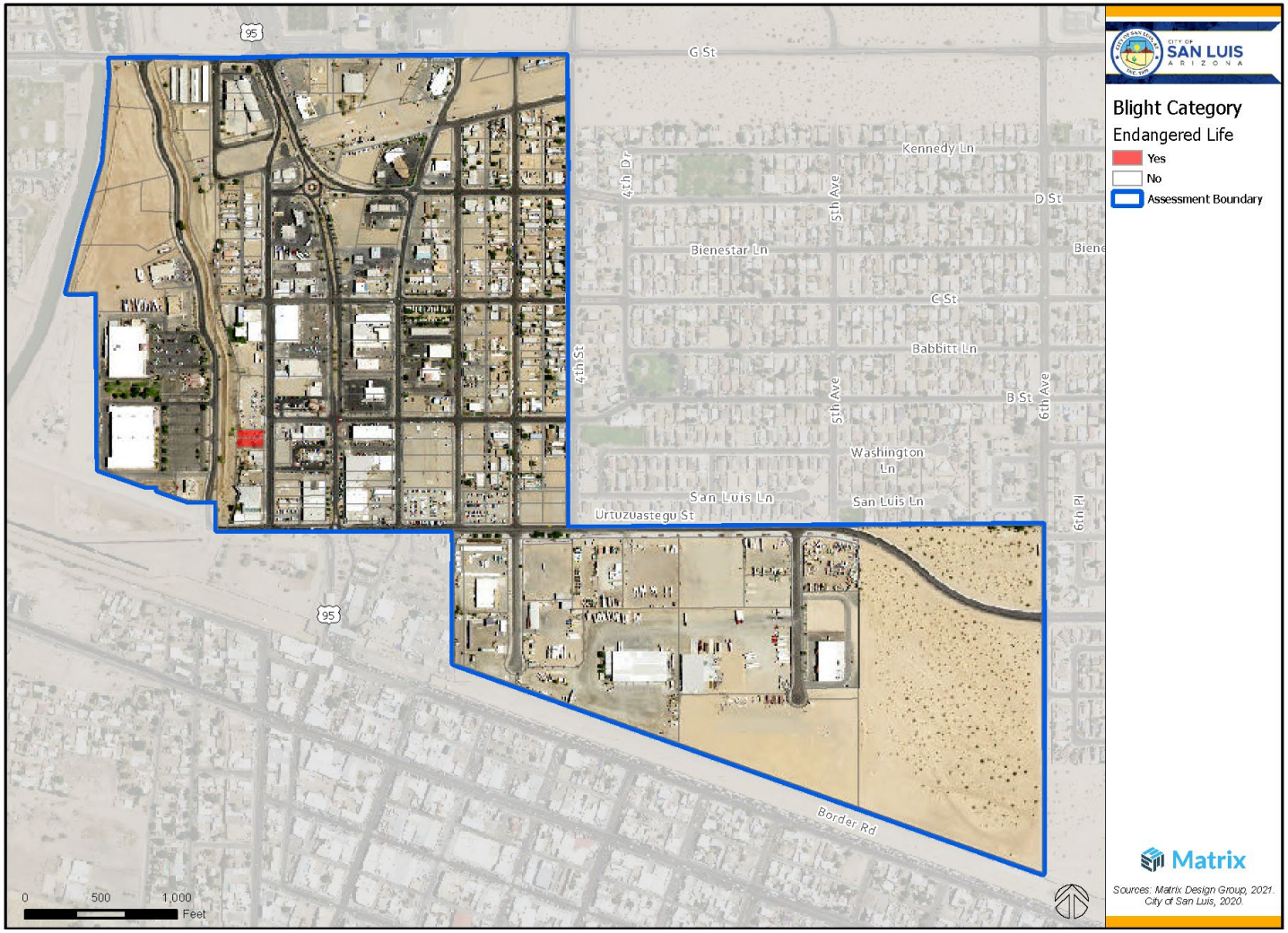

95
G St
Kennedy Ln
4th Dr
5th Ave
D St
Bienestar Ln
C St
Babbitt Ln
4th St
5th Ave
6th Ave
B St
Washington Ln
San Luis Ln
San Luis Ln
Urtuzuastegu St
6th Pl
95
Border Rd
0
500
1,000
Feet
CITY OF SAN LUIS ARIZONA
Blight Category
Endangered Life
Yes
No
Assessment Boundary
Matrix
Sources: Matrix Design Group, 2021. City of San Luis, 2020.

Figure 3-12

11. Tax or Special Assessment Delinquency

Tax or special assessment delinquency includes properties that have overdue property taxes. According to Arizona Revised Statutes, delinquent taxes must exceed the fair value of the land to be considered blighted. This blight factor was not assessed as part of this project.

12. Defective or Unusual Conditions of Title

Defective or unusual conditions of title includes liens, encumbrances, or other potential issues affecting the title of one's property. Such title defects, or other unusual title conditions, can inhibit the sale and redevelopment of property. Due to the prevalence of blight conditions present in the assessment of the other factors, defective or unusual title conditions were not evaluated as part of this report. This blight factor may be evaluated through a title review at a later date for specific parcels, if deemed necessary by the City of San Luis.

Non-visual Blight Conditions

Non-visual blight conditions that endanger life or property include crime rates that are substantially higher than average. Disproportionate occurrences of crime rates are an additional indicator of blight that endangers life and/or property. Crime statistics were compared to the City of San Luis as a whole.

Crime Impacts

Crime data in the tables below show a substantially higher incident rate of crime occurring within the planned RDA zone vs outside. This further aids the point proper attention needs to be paid to the downtown area for revitalization and necessary change to keep residents in the community safe.

Crime Statistics from 2015 to 2021

Year	*Population*		*Total Crimes*		*Crime Rate*	
					(Crimes per 1,000 Residents)	
	*City of San Luis**	*Proposed RDA*	*City of San Luis*	*Proposed RDA*	*City of San Luis*	*Proposed RDA*
2015	*31,706*		*2,651*	*368*	*83.61*	
2016	*32,254*		*2,741*	*362*	*84.98*	
2017	*32,695*		*2,603*	*381*	*79.61*	
2018	*33,379*		*2,338*	*366*	*70.04*	
2019	*34,838*		*2,094*	*337*	*60.11*	

2020	*36,242*		*1,819*	*327*	*50.19*	
2021			*957*	*248*		
Total			***15,203***	***2,389***		

ACS Population Data
City of San Luis, AZ, Police Department Data

Crime Rates from 2015-2021: Incidents Within the Study Area vs Incidents Outside of the Study Area

Year	Within	Outside	pct_Total	Incidents_per_acre_within	Incidents_per_acre_outside
2015	368	2,283	16.11914	1.448818898	0.105841446
2016	362	2,379	15.21648	1.42519685	0.110292072
2017	381	2,222	17.14671	1.5	0.103013445
2018	366	1,972	18.55984	1.440944882	0.091423273
2019	337	1,757	19.18042	1.326771654	0.081455726
2020	327	1,492	21.91689	1.287401575	0.069170144
2021	248	709	34.97884	0.976377953	0.032869726
Total Incidents	2,389	12,814			
Incident Rate	9.405512	0.594066			

City of San Luis, AZ, Police Department Data

Blight Determination

This report reflects the overall blight conditions within the redevelopment area. As documented in the field survey and other non-visual assessment methods, a combination of blight factors are prevalent in the redevelopment area causing an overall predominance of blight and substantially impeding sound municipal growth within the area. This analysis found more than 50% of both the total number of parcels and the total land area in the proposed Redevelopment Area to be blighted:

- 186 out of 293 of parcels, or 63.48% have at least one blight factor

- 54.40% of the total area is determined to be blighted
- 63.48% of parcels and 54.40% of the total area were identified as containing more than one blight factor

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	**186**	**63.48%**	**118.8**	**54.40%**

This report demonstrates that the San Luis downtown area maintains a predominance of blight as described in ARS §36-1471 et al. In a blighted area such as this, maintaining redevelopment authority is in the residents' interest of public health, safety, morals, and welfare. Therefore, Matrix Design Group recommends that the City Council approve the Findings of Necessity for the San Luis Downtown Redevelopment Area.

Formal Determination

The downtown area has more than the statutory requirements to designate it as a redevelopment area pursuant to A.R.S. 36-1471. Existing vacant land uses/buildings, parking on unimproved surfaces, inadequate or decaying infrastructure, substandard buildings, defective or inadequate street layouts, faulty lot layouts, unsanitary or unsafe conditions, and deterioration of site or other improvements are evident on the predominance of the properties within the area. All or a combination of these factors afflict a predominance of the parcels and are substantially arresting sound municipal growth within the area.

Chapter 3 Conclusion and Next Steps

Conclusion

Arizona law grants local government the authority to declare a redevelopment area due to a predominance of blight. Blight, according to Arizona law (36-1471), includes the following factors:

- Dominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Diversity of ownership
- Tax or special assessment delinquency exceeding the fair value of the land
- Defective or unusual conditions of title
- Improper or obsolete subdivision platting
- Existence of conditions that endanger life or property by fire and other causes.

These blight factors were carefully assessed during an on-site field survey and aerial survey of each parcel within the proposed San Luis downtown area. This analysis found there were 186 out of 293 parcels, or 63.48% that were identified to have at least one blight factor, as well as 79.48% of the total acreage was determined to be blighted. The most common blight factor throughout the San Luis downtown area was Unsanitary or Unsafe Conditions, which represented 39.6% of all parcels. Deterioration of Site and Parking on a Surface Other than Asphalt of Concrete are two other major blight factors identified within the San Luis downtown area, representing 37.2% and 36.8% of all parcels.

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	107	36.52%	59.6	27.29%
1	106	36.18%	118.8	54.40%
2	52	17.75%	80.1	36.68%
3	17	5.80%	17.3	7.92%
4	7	2.39%	9.9	4.53%
5 or more	4	1.37%	4.8	2.20%
Parcels with at least 1 Blight Factor	186	63.48%	230.9	79.48%

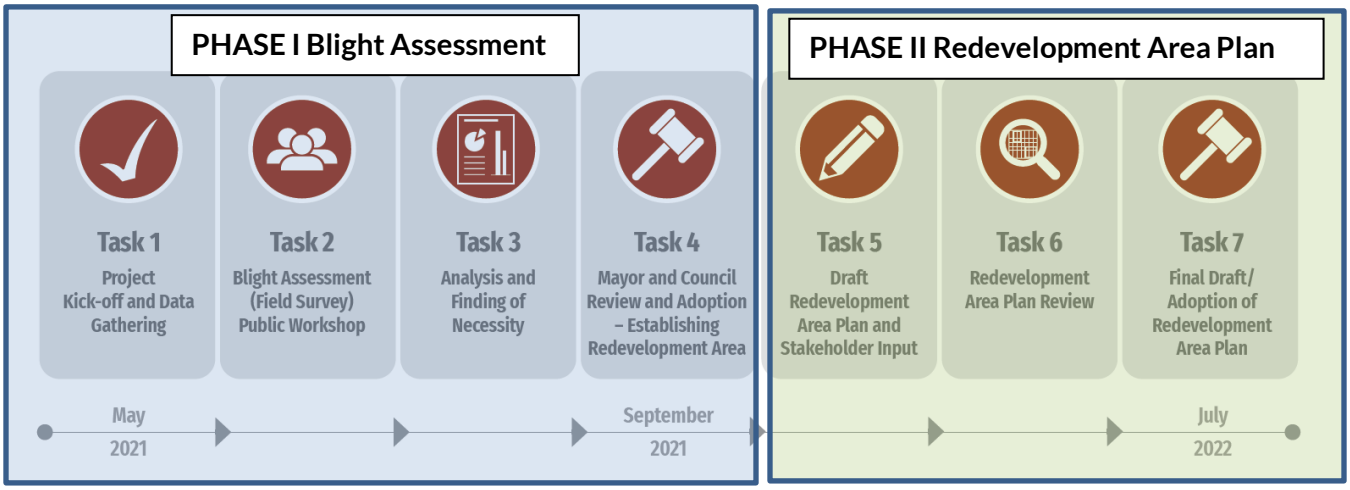
This report shows there is a predominance of blight present in the San Luis downtown area per Arizona Revised Statutes §36-1471 et al. It is in the opinion of Matrix Design Group that San Luis City Council could make a finding of blight in the study area. Establishing a Redevelopment Area and Redevelopment

Area Plan along with a Central Business District zone is in the residents' interest of public health, safety, morals and welfare.

Next Steps following Blight Determination

The San Luis Redevelopment Area Plan project is a recommended foundational goal of the San Luis 2040 General Plan to revitalize the downtown area and promote reinvestment and sustained growth in the cultural and historic heart of San Luis. The project is divided into two primary phases. Phase I involves this Blight Assessment and field survey results of the downtown area to identify properties containing blight conditions such as overgrown weeds, parking on an unimproved surface, and deteriorated or damaged buildings and structures. This Blight Assessment report determines that a predominance of the properties in the downtown area contain conditions of blight, the Mayor and City Council may vote to confirm a finding declaring the area a "blighted area" pursuant to Arizona Revised Statutes ARS §36-1471 and initiate Phase II of the project, which is the future development and adoption of the Redevelopment Area Plan.

Matrix Design Group has completed Phase I Blight Assessment, as provided within this report. If the Council initiates the development and adoption of Phase II Redevelopment Area Plan, then Matrix Design Group and J2 will partner to develop and complete Phase II Adoption of the Redevelopment Area Plan. A generalized project schedule is provided below depicting the entire project schedule for both Phase I (Tasks 1 -4) and Phase II (Tasks 5-7).



Upon establishment of a Redevelopment Area, the City may assist residents, property owners and business groups to apply for grants and other funding mechanisms to help eliminate blight. The Redevelopment Plan will outline local objectives as to appropriate land uses, improved infrastructure, public transportation, and other items of concern based upon input during the planning process. The designation of an area as a redevelopment area provides the San Luis community additional economic tools to incentivize reinvestment, including direct matching grant assistance for beneficial improvements, redirecting Community Development Block Grant (CDBG) funds towards making public improvements in an area, Government Property Lease Excise Tax (GPLET), and other revitalization tools and strategies for the revitalization of the area. In addition to these significant economic development tools, a Redevelopment Area Plan also:

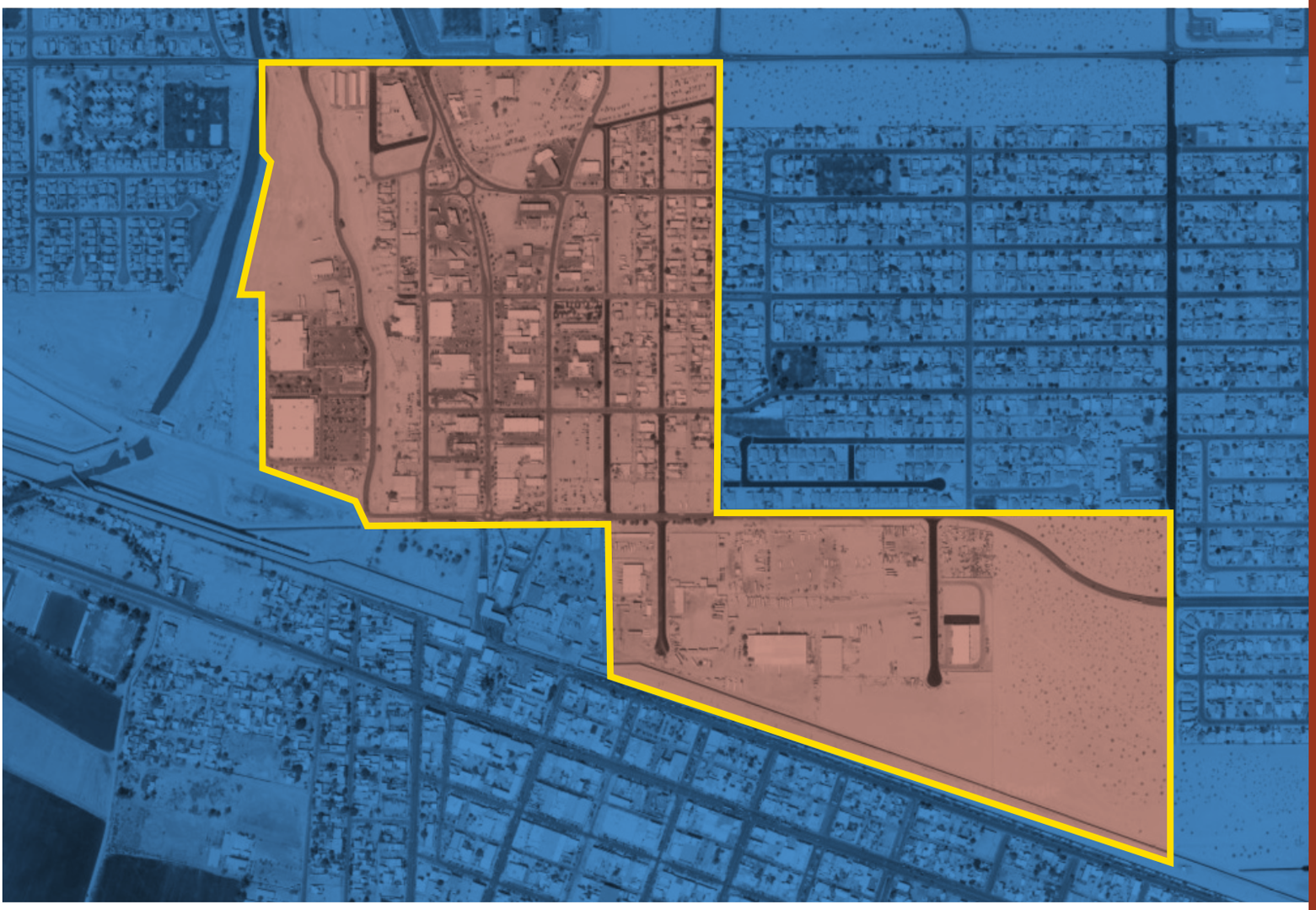
- Provides a community with the framework for future land use and design decision making
- Identifies goals, policies, and defines unified, cohesive revitalization strategies
- Provides specific guidance for circulation, utilities, and other infrastructure improvements
- Ensures an active and vibrant core will be fostered and maintained
- Provides greater flexibility to encourage desirable projects with incentives and assistance
- Promotes reinvestment, focused infrastructure improvements and appropriate development in the area
- Preserves the uniqueness and sense of place of the area
- Facilitates the long-term prosperity, growth, and health of the area

Implementation of Redevelopment Area Plan

Implementing the Redevelopment Area Plan will require substantial short and long-term capital commitments. For the Downtown area to maximize its development potential, the City of San Luis recognizes the need for mutually beneficial, coordinated public/private partnerships. This coordinated reinvestment, guided by the Downtown Redevelopment Area Plan, will help maximize the economic potential of properties, rehabilitate substandard buildings, eliminate blighting influences, improve parking, beautify streetscapes, create vibrant and active public gathering spaces, and allow the assembly of land for new development. New construction and rehabilitation activities generated by initial investments will serve as catalysts for the improvement of other properties, attracting more businesses and customers and further increasing the economic vitality of the area.

Establishing a Central Business District

Under Arizona State Legislature 42-6209 a Central Business District may be created to aid improvements in a Redevelopment Area if it is wholly located within a slum or blighted area (pursuant to Arizona title 36, chapter 12, article 3). Incorporating this designation into the downtown area in the Redevelopment Area Plan would provide tax incentives for the city and community members.



CITY OF SAN LUIS ARIZONA

Matrix

NOTICE OF PUBLIC HEARING INVOLVING THE DESIGNATION OF THE DOWNTOWN REDEVELOPMENT AREA AND CENTRAL BUSINESS DISTRICT IN ACCORDANCE WITH A.R.S. § 36-1471 Et Seq AND A.R.S. § 42-6209 Et. Seq.

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CITY OF SAN LUIS

PLEASE TAKE NOTICE THAT a public hearing will be held by the City Council of the City of San Luis on the 12th day of January 2022, at 7:00 p.m. The public hearing is for a proposed designation of the downtown redevelopment area and central business district that involves properties located with the shown map that accompanies this notice.

The City of San Luis proposes to establish a downtown redevelopment area and a central business district that would identify goals and objectives for a specific community area, which culminate in the development of a unified strategy for promoting the long-term prosperity, health, and welfare of that area within the community.

NOTICE IS FURTHER GIVEN that the public hearing will provide an opportunity for interested persons to be heard and will allow the City Council to receive and consider comments with reference to the redevelopment plan and central business district designation.

PLEASE TAKE FURTHER NOTICE that copies of the maps are on file and available for public inspection at the Economic Development Department, San Luis City Hall, 1090 E. Union Street, on any business day except public and legal holidays from and after publication of this Notice until the day of the hearing from 7:00 am and 6:00 pm, Monday through Thursday.

AVISO DE AUDIENCIA PÚBLICA QUE INVOLUCRA LA DESIGNACIÓN DEL ÁREA DE REURBANIZACIÓN DEL CENTRO DE LA CIUDAD Y EL DISTRITO CENTRAL DE NEGOCIOS DE ACUERDO CON A.R.S. § 36-1471 Et Seq Y A.R.S. § 42-6209 Et. Seq.

PARA: LOS RESIDENTES Y PROPIETARIOS DE TERRENOS EN LACIUDAD DE SAN LUIS

TENGA EN CUENTA QUE el Ayuntamiento de la Ciudad de San Luis llevara a cabo una audiencia pública el día 12 de enero del 2022, a las 7:00 p.m. La audiencia pública es para una designación propuesta del área de reurbanización del centro de la ciudad y el distrito central de negocios que involucra propiedades ubicadas con el mapa mostrado que acompaña este aviso.

La Ciudad de San Luis propone establecer el área de reurbanización del centro de la ciudad y un distrito central de negocios que identificaría metas y objetivos para el área comunitaria específica, que culminarían en el desarrollo de una estrategia unificada para promover la prosperidad, la salud y el bienestar a largo plazo de esa área dentro de la comunidad.

ADEMÁS, SE DA EL AVISO de que la audiencia pública brindará una oportunidad para que las personas interesadas sean escuchadas y permitirá que el Concejo Municipal reciba y considere comentarios con referencia al plan de reurbanización y la designación del distrito central de negocios.

TENGA EN CUENTA QUE las copias de los mapas están archivadas y disponibles para inspección pública en el Departamento de Desarrollo Económico, Ayuntamiento de San Luis, 1090 E. Union Street, en cualquier día hábil excepto días festivos públicos y legales desde y después de la publicación de este Aviso hasta el día de la audiencia de 7:00 am y 6:00 pm, de lunes a jueves.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. I.**

Meeting Date: 01/12/2022

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 Minor Amendment Case No. 2021-0703 and Resolution No. 2207. 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 2.9 acres of land located on the northeast corner of Avenue F and County 24th Street from Medium Density Residential (MDR) to High-Density Residential (HDR). **(Fernando Villegas, Principal Planner)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B Close public hearing
C. Action on Resolution No. 2207

SUMMARY:

The subject property land use designation is Medium Density Residential (MDR) as shown on the City of San Luis 2040 General Plan. The MDR land use designation is compatible with development for detached single family residential development. The applicant is requesting a land use change to High Density Residential to for the construction of multi-story apartments.

EXISTING LAND USE DESIGNATION:
Medium Density Residential (MDR): The Medium Density Residential (MDR) land use designation 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, R-2, MH, MHP and PUD.

PROPOSED LAND USE DESIGNATION:
High Density Residential (HDR): The High Density Residential (HDR) land use designation is intended to provide for multi-story apartments and condominiums close to employment and activity centers. Zoning districts permitted within HDR: R-3, R-2 and PUD

The approval of this minor amendment will allow the applicant to rezone the subject property to R-3. The developer must provide all the necessary improvements including road construction, water and

waste water.

GENERAL 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 in an area where infrastructure can be expanded. Existing development in the area have provided access to the infrastructure needed for multi family development.

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 located adjacent to a compatible land use category in every direction. Property to the south is requesting a minor amendment to Commercial(C) for the possible construction of a commercial plaza (Minor Amendment Case No. 2021- 0607). The applicant is also requesting the rezoning of the parcel to the south to C-2 (Rezoning Case No. 2021-0608). Single family residential development is located to the north and east and a vacant lot is located to the west.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.
The subject property is connected by Avenue F and County 24th Street. Both arterial roads are not fully improved. However, the City can request a traffic study for the proposed development . The traffic study will ensure that all the improvements necessary are done to provide connection to Cesar Chavez Boulevard and Avenue E.

APPROVAL CRITERIA:
In determining whether the proposed General Plan Amendment shall be approved, 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.

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.

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,
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 developments in other areas,
c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems, or
d. Affecting the livability of the area or the health and safety of the 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.

CITIZEN REVIEW MEETING:
The Citizen Review Meeting was held on December 7, 2021 at the San Luis City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express comments. Ana Cortez, owner of the property locates at 170 N. Emmanuel Avenue, is in opposition to this request because she purchased the property knowing that commercial development will be located adjacent to his new house. She stated that she does not want apartments next to her house. Ana Cortez was the only member of the public present at the citizen review meeting.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission recommends approval to change the land use designation from Medium Density Residential (MDR) to High Density Residential (HDR) as requested.

STAFF RECOMMENDATION:
The applicant has provided the information and materials necessary fo review of the minor amendment application.

Staff recommends approval of Resolution No. 2207 approving Minor General Plan Amendment Case No. 2021-0703.

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. I MOVE TO APPROVE RESOLUTION NO. 2207

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 2207
Location Map
Aerial Picture
Site Plan

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2207

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 2.9 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF AVENUE F AND COUNTY 24TH STREET FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENITAL; 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, Riedel Holdings LLC applied for a Minor Plan Amendment to change the Land Use Designation on 2.9 acres of land located on the northeast corner of Avenue F and County 24th Street from Medium Density Residential to High Density Residential; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held a public hearing on this proposed amendment on December 14th, 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 January 12th, 2022 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 Medium Density Residential to High Density Residential for approximately 2.9 acres located at:

Section: 10 Township: 11S Range: 24W BEGINNING AT SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTHERLY 100 FT; THENCE EASTERLY 50 FT TO T0 THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG EAST R/W LINE 297.12 FT; THENCE EASTERLY 375 FT; THENCE SOUTHERLY 347 FT; THENCE WESTERLY 325 FT ALONG NORTH R/W LINE; THENCE NORTHWESTERLY 70.73 FT TO TRUE POINT OF BEGINNING; AKA LOT 1B PER BORDER RANCHES LOT SPLIT 28/80 EXC PT OF NW COR AKA PARCEL 900 PER 2017-24918 & EXC PT OF SE COR AKA PARCEL 901 PER 2017-24919

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this_____ day of _____, 2022.

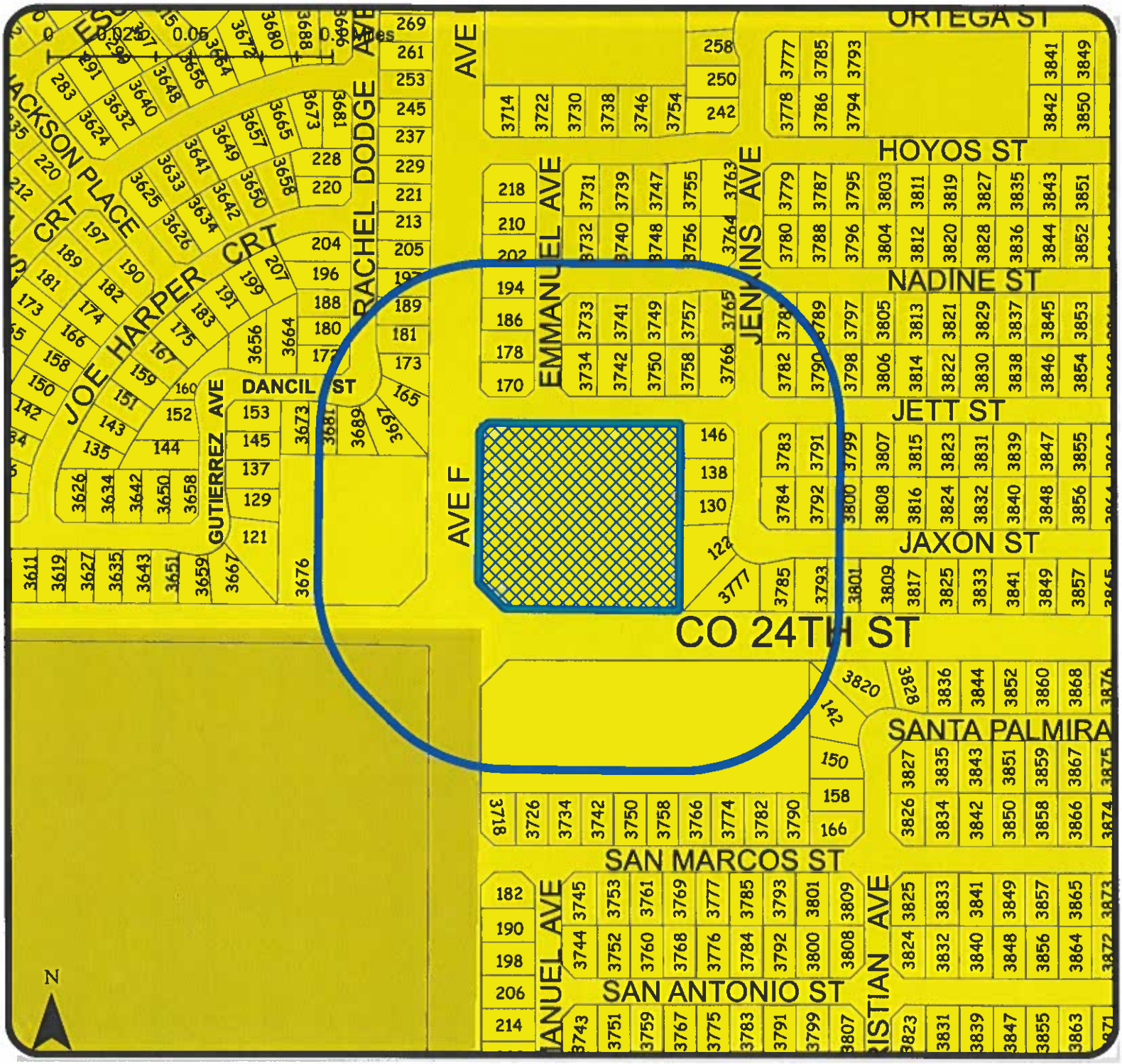
_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

777-61-165
LAND USE CHANGE FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL

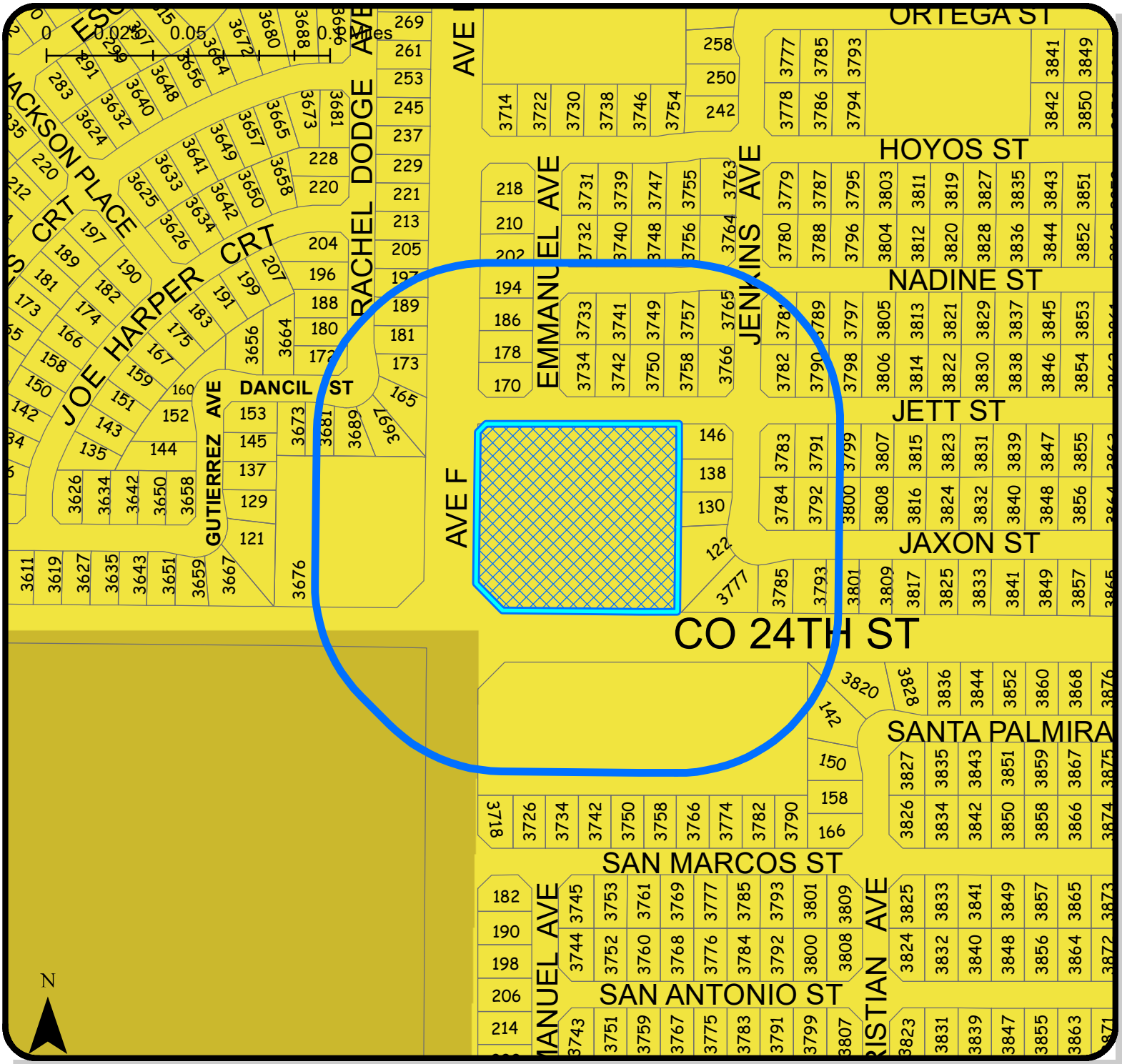
300ft Notification Area

Land Use
- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use Activity Center
- Employment
- Conservation
- Border Buffer

MINOR AMENDMENT

CASE #
2021-0703

DATE: 11/15/2021	**PLANNING & ZONING** GIS	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

777-61-165
LAND USE CHANGE FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL

300ft Notification Area

Land Use
- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use Activity Center
- Employment
- Conservation
- Border Buffer

MINOR AMENDMENT

CASE #
2021-0703

DATE:
11/15/2021

PLANNING & ZONING

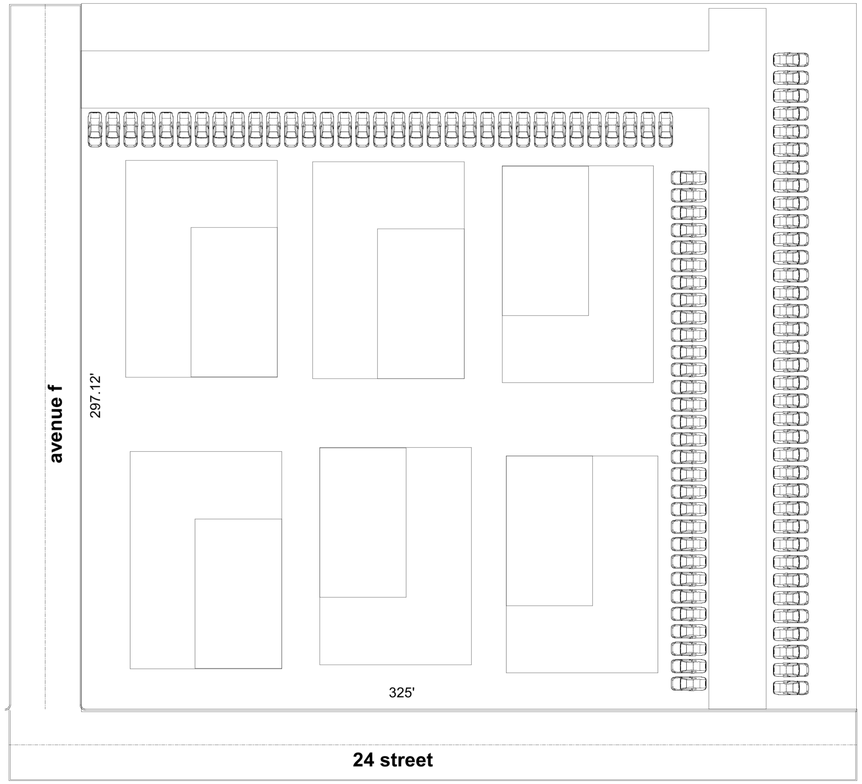
GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

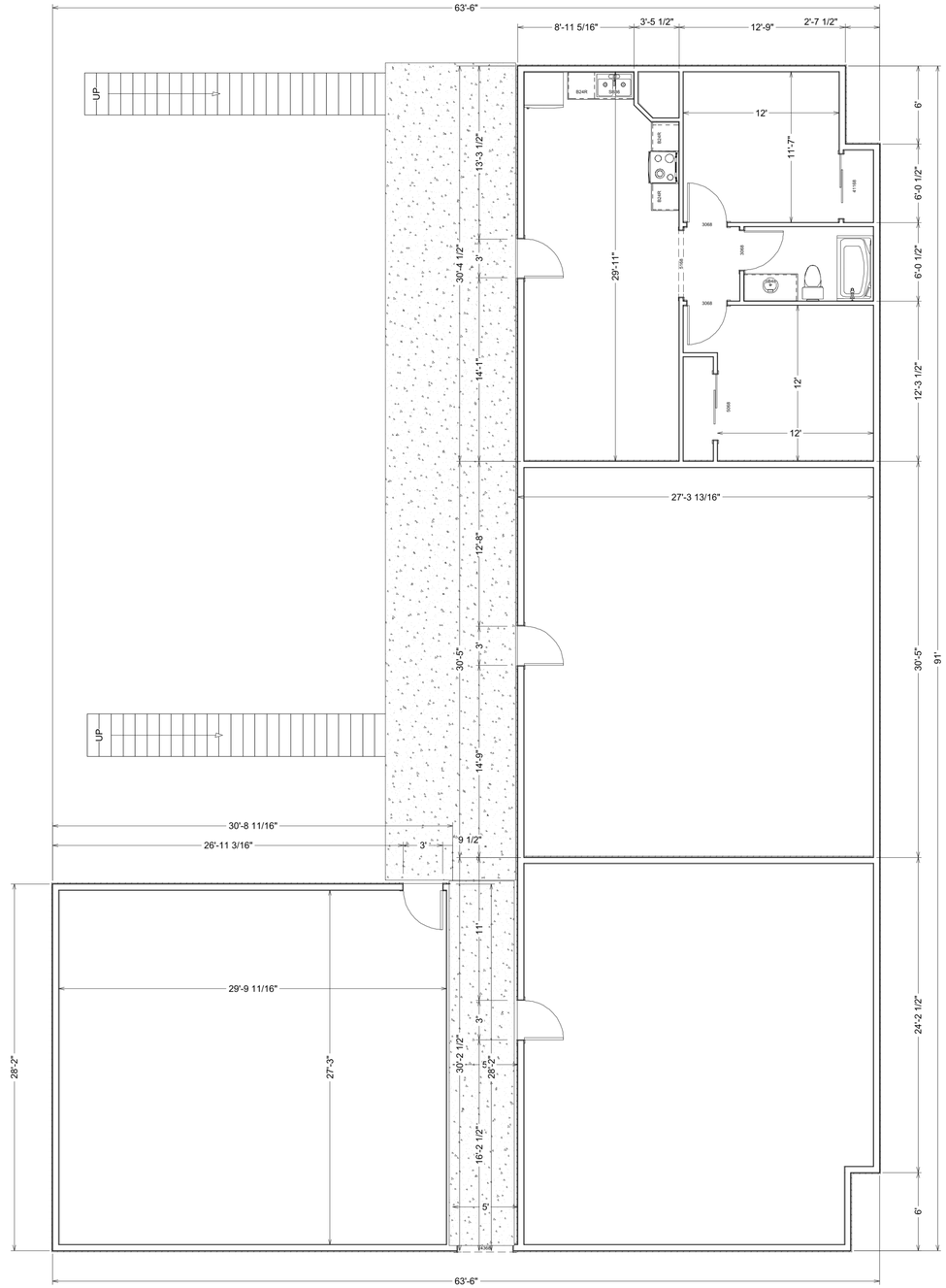
Cesar Chavez Blvd
N
Avenue F
Subject Property
County 24th Street



scale 1' - 30'

site plan
1"=30' scale
DWELLING UNITS
6 BUILDING OF
48- TWO BEDROOM UNITS
TWO STORIES

LIVING AREA
3364 SQ FT



typical floor plan
scale 3/16 = 1'

NO.	DESCRIPTION	BY	DATE

SHEET TITLE: Site Plan

PROJECT DESCRIPTION: San Luis Apartment

DRAWINGS PROVIDED BY:

DATE: 11/10/2021

SCALE:

SHEET: **A-1**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. J.**

Meeting Date: 01/12/2022

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
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243 and Ordinance No. 423. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 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) for property located on the southeast corner of Avenue E and County 23 ½ Street in San Luis, Arizona.
(Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Ordinance No. 423

SUMMARY:

On October 27, 2021, City Council approved Major Amendment Case No. 2021-0340. The approval of the Major Amendment allows the property owner to request rezoning of the subject properties to Medium Density Residential R1-6. 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.

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 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.

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 LLC and the new owner requested a lot split to divide parcel 227-11-005 to create three new parcels.

On December 21, 2021 City Council approved a development agreement for the proposed project amending Resolution 933.

The existing condition of the subject property is undeveloped vacant land. Parcel 227-11-005 is zoned Light Industrial (L-I), Commercial (C-2), High Density Residential (R3) and Medium High Density Residential (R-2). Parcel 227-11-004 is zoned Light Industrial (L-I).

Existing Adjacent Zoning Districts:
To the north: RA-10
To the west: C-2 and R-3
To the south: L-I and C-2
To the east: RA-10 (Detention Center and East water treatment plant)

GENERAL PLAN:
The current Land Use Designation for the parcels is Medium Density Residential (MDR) designation which is compatible with the proposed zoning district R1-6.

The developer must provide all the necessary improvements including road construction, water and wastewater.

As part of the review process, all land use cases are reviewed by various city and outside agencies, We have received comments from The Yuma County Airport Authority.

“The property is located near Rolle Airfield where aviation activities are expected to increase in the future. These properties, due to their proximity to the Rolle Airfield, are likely to experience aircraft over flights, which could generate noise levels which may be of concern to some individuals. The City, public and airport shall be held harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof.”

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (9 letters).

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

CITIZEN REVIEW MEETING:
As required by State Statute and City Code, a Citizen Review Meeting was held at the City Hall on December 7, 2021 at the City Hall Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. There were no comments from the public present.

PLANNING AND ZONING COMMISSION:
The Commission recommends approval to rezone 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).

DEVELOPMENT AGREEMENT:
The current development agreement approved by City Council on December 21, 2021 includes the following conditions

- 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 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

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

- Buffer.Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

BUFFER AREA:
The development agreement buffer condition was agreed on because it was calculated that the distance between the existing fence of the Detention Center was about 60 feet from their property line and this space was used for patrolling. During the review of the case, it was noticed that the existing fence of the Detention Center was almost at the property line giving no space for patrolling. This was brought up to the developer and agreed on giving the Detention Center a strip of land 30 feet wide. This area is in addition to the buffer required in the development agreement. The total distance from the existing chain link fence to the residential lot will be about 114 feet.

Staff spoke with the Warden of the Detention Center and they had no issues with the proposed buffer and residential development.

STAFF RECOMMENDATION:
The applicant has provided the information and materials necessary for the review of the rezoning request.

Staff recommends approval of Rezoning Case No. 2021-0693 subject to the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a 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.
3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement thickness and other applicable standards.
4. Developer, on behalf of itself, its heirs, successors, and assigns agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

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. I MOVE TO APPROVE READING OF ORDINANCE NO. 423 BY TITLE ONLY
(CITY CLERK TO READ ORDINANCE NO. 423 BY TITLE ONLY)

D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 423 AS PRESENTED

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Ordinance No. 423
Location Map
Aerial Picture
Conceptual Plan
Narrative
Resolution No. 2204 - Development Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 423

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 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) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E AND COUNTY 23-1/2 STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 186.84 acres of real property located on Assessor Parcels ID No. 227-11-004 and a portion of 227-11-005; as attached hereto as "Exhibit A" and

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

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

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

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification 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) of the property subject to the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.

2. That any development of the property, or a 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.

3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement width and other applicable standards.

4. Developer, on behalf of itself, its heirs, successors, and assigns, agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

Property more fully described as:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) 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 WEST QUARTER CORNER OF SAID SECTION 11;
THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 375.00 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE: S89°28'51"E, A DISTANCE OF 4153.57 FEET TO A POINT;
THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;
THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;
THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;
THENCE: N89°31'14"W, A DISTANCE OF 986.38 FEET TO A POINT;
THENCE: S00°26'29"W, A DISTANCE OF 339.51 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 1319.66 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 414.82 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 955.38 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 1875.19 FEET TO A POINT;
THENCE: S89°28'51"E, A DISTANCE OF 10.85 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 30.00 FEET TO A POINT; THE TRUE POINT OF BEGINNING;

CONTAINING 186.84 ACRES MORE OR LESS

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,

Arizona, this _____ day of _____, 2022.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

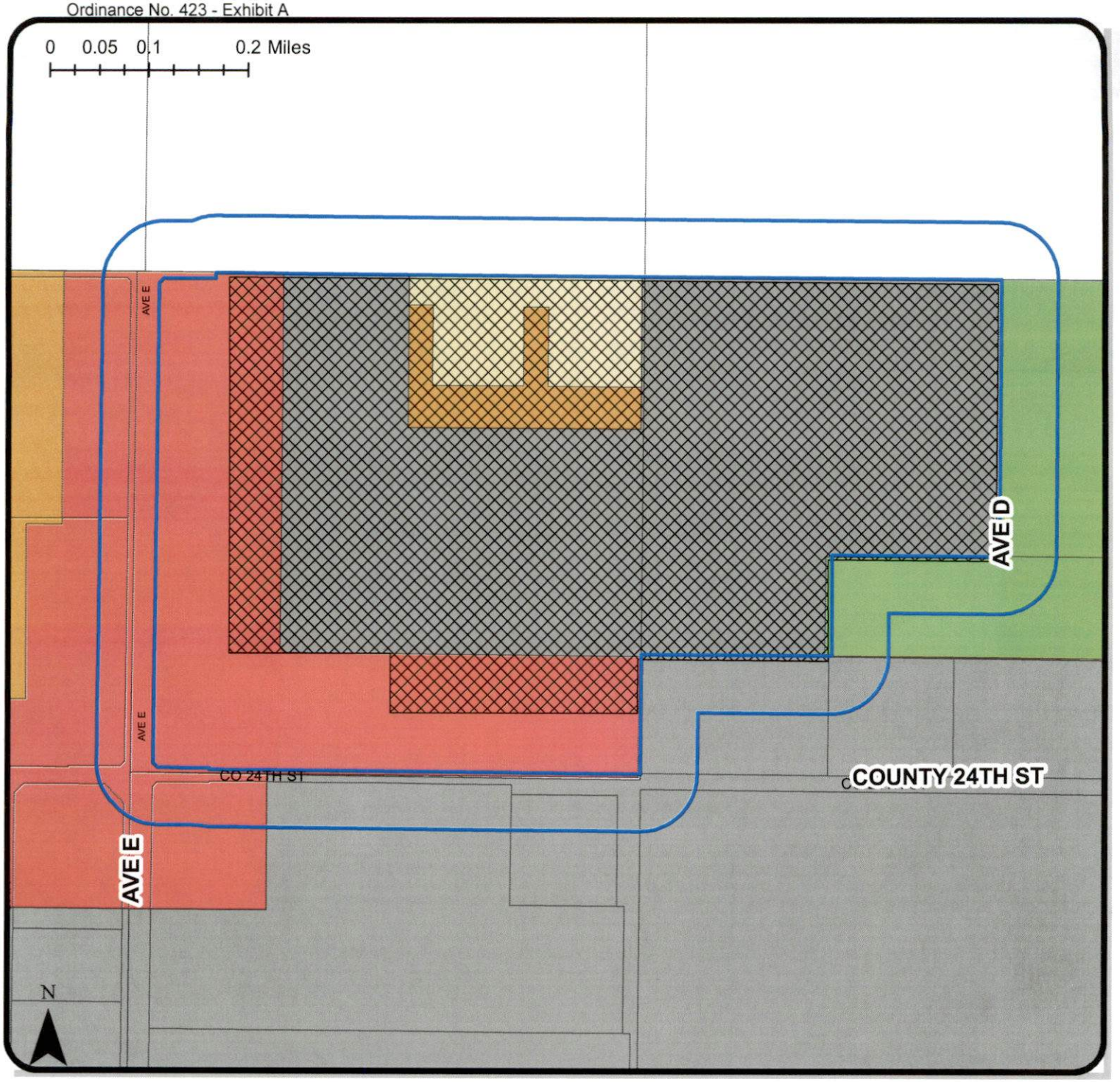
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Ordinance No. 423 - Exhibit A



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

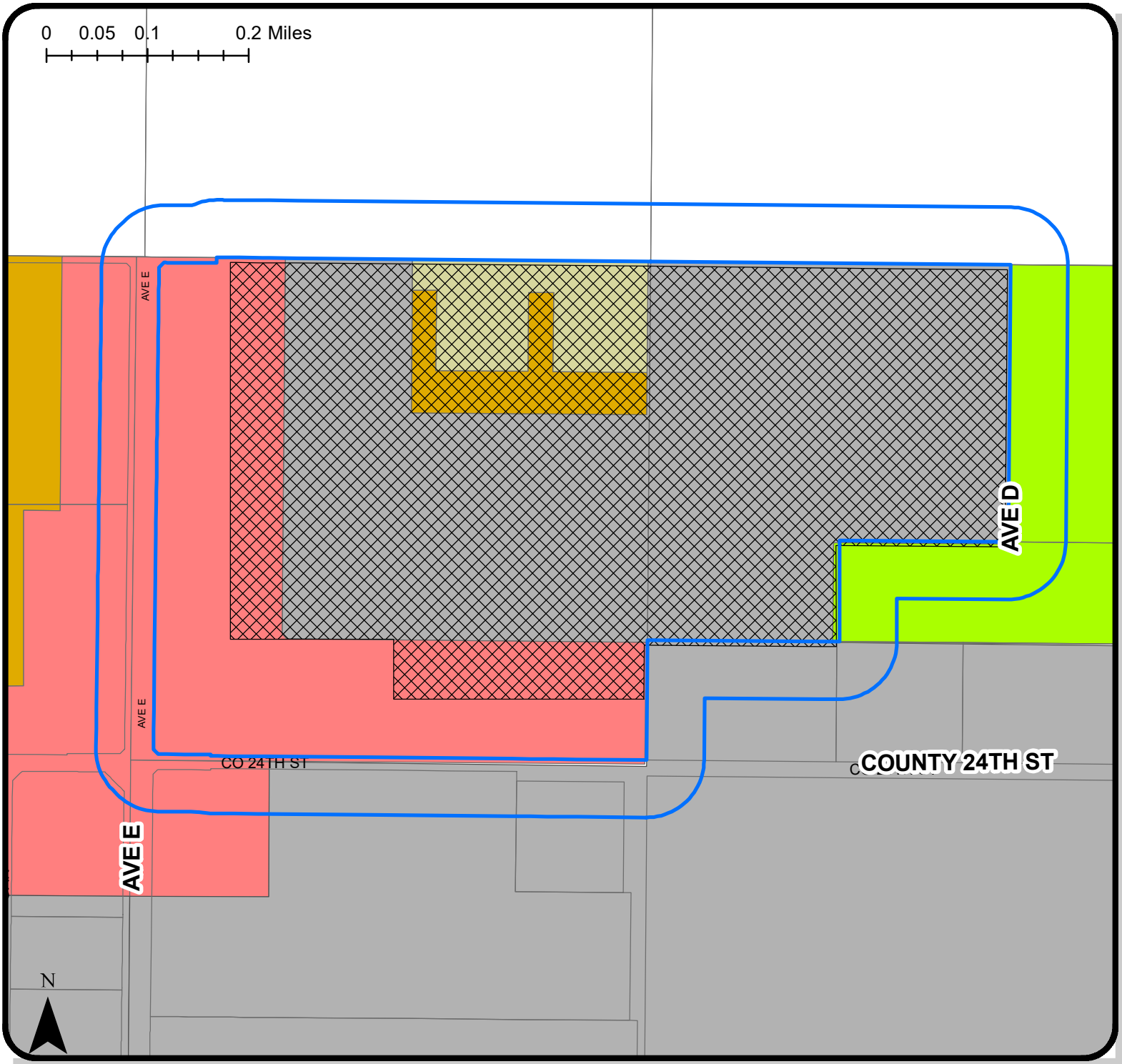
- Parcel 227-11-004 & 227-11-005
- Rezone from LI, C2, R2, R3 to R1-6.
- **300ft Notification Area**

ZONING
COMMERCIAL ZONING DISTRICTS
C-2
INDUSTRIAL ZONING DISTRICTS
LI
HI
MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3
SINGLE RESIDENCE ZONING DISTRICTS
RA-10

Rezoning

CASE #
2021-0693

DATE: 11/15/2021	**PLANNING & ZONING** CITY OF SAN LUIS, AZ INC. 1979 GIS	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN



LOCATION MAP

Rezoning

CASE #
2021-0693

LOCATION OF SUBJECT PROPERTY

Parcel 227-11-004 & 227-11-005

Rezone from LI, C2, R2, R3 to R1-6.

300ft Notification Area

ZONING
COMMERCIAL ZONING DISTRICTS
C-2
INDUSTRIAL ZONING DISTRICTS
LI
HI
MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3
SINGLE RESIDENCE ZONING DISTRICTS
RA-10

DATE:
11/15/2021

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

Magrino Industrial Subdivision
Avenue D
Waste Water
Treatment Plant
San Luis
Detention Center
County 24th Street
Medical Mall
SUBJECT PROPERTY
Avenue E
County 23 1/2 Street (San Luis Ln)
N

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 854

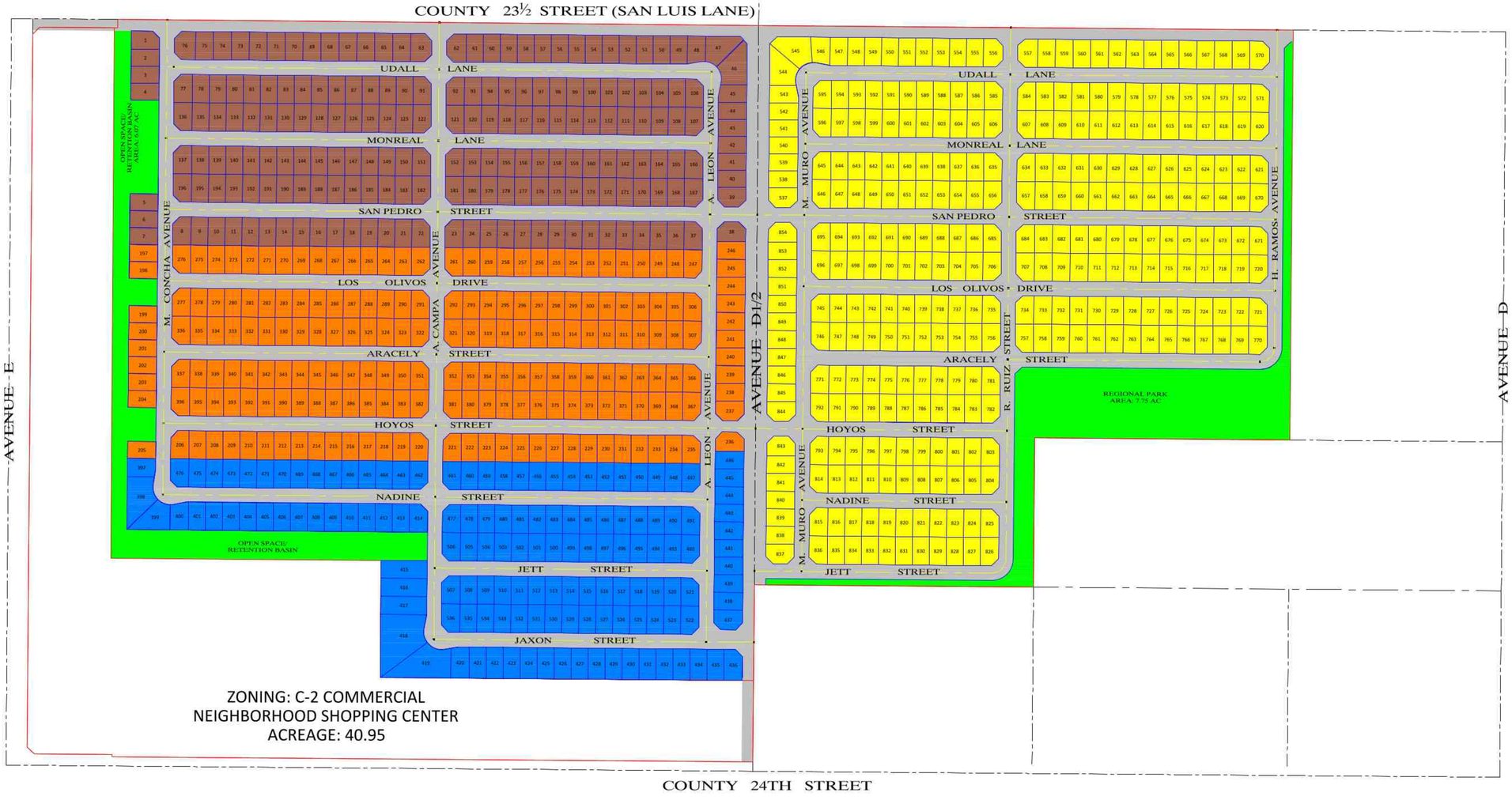
MASTER PLAN LAYOUT

UNIT #
UNIT 1
UNIT 2
UNIT 3
UNIT 4

ACREAGE
RESIDENTIAL: 186.84 AC
COMMERCIAL: 40.95 AC
TOTAL : 227.79 AC

OPEN SPACE/RETENTION BASIN: 13.82 AC

N
W E
S
SCALE: 1"=200'



REVISIONS

PRELIMINARY LAYOUT

LOS MEZQUITES SUBDIVISION

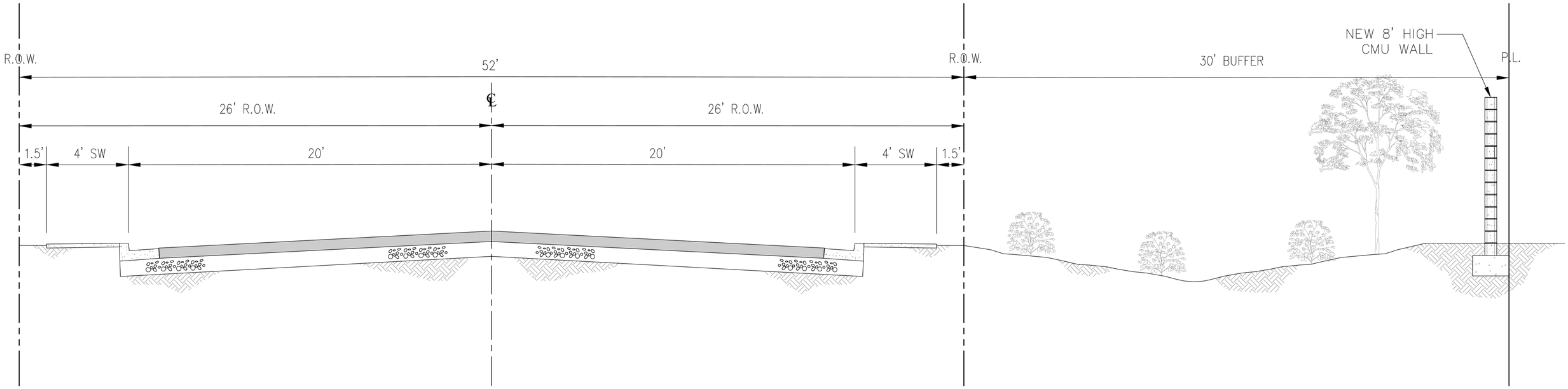
EDAIS Engineering, Inc.
2076 S. Ave. 3E
Yuma, Arizona 85365
(928) 314-3568
majel@edaisgroup.com
www.edaisengineering.com

PRELIMINARY NOT FOR CONSTRUCTION

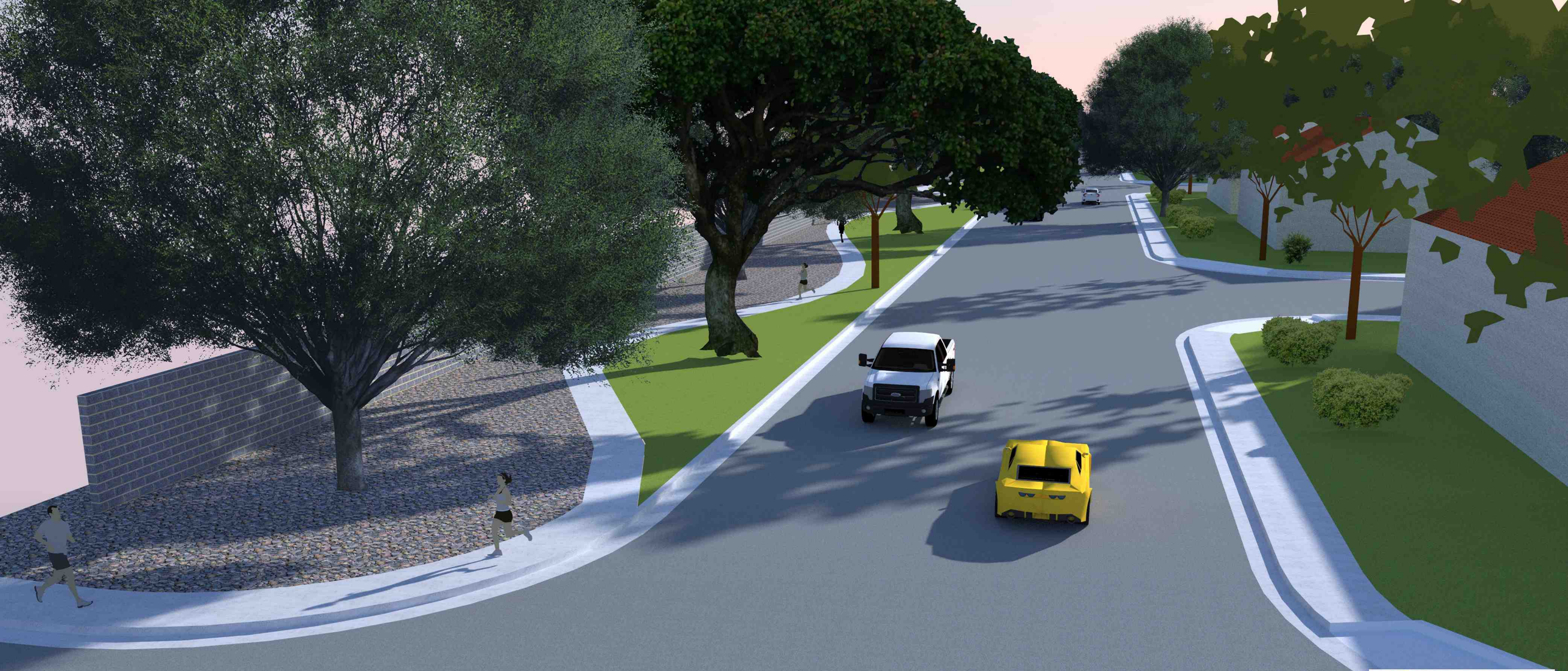
DATE: APR 2021
DRAWN: JAT
CHECKED: NKE
PROJECT: 21-028
SHEET NUMBER 1

LOS MEZQUITES SUBDIVISION

BUFFER SECTION
(NTS)



PRELIMINARY
FOR REVIEW ONLY



RENDERING LOOKING SOUTH EAST FROM SAN LUIS LANE

EDAIS Engineering, Inc.
3075 S. Avenue 4E. Yuma AZ 85365 (928) 344-3566 Ph. (928) 341-1075 Fx.
E-mail: Najeh@ Edaisgroup.com

Narrative Statement

We hereby request City of San Luis to review our application to rezone 185.19 more or less acres from parcel numbers 227-11-005 and 227-11-004 located north of County 24th Street between Ave E and Ave D. We are requesting a zoning change from "Light Industrial" (L-1), "Medium Density Residential" (R-2) & "High Density residential" (R-3) to "Low Density Residential" (R-1-6). Attached is zoning map and master plan of the proposed layout.

CONFORMED COPY
2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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 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 21st day of December 2021.

APPROVED:

A Carrasco

Africa Luna-Carrasco, Vice-Mayor

ATTEST:

Deputy City Clerk

for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil

Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st day of December, 2021 ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Riedel Holdings, AZ LLC, (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 developed 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 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 lands 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 LLC, 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 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 nonbreaching party shall have their respective remedies set forth in Section 5.3 of this Agreement.

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

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

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 62 feet from center of alignment and 130 feet within 300 feet of the intersection. 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 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. 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.

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnity 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 "**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. 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 be 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. MISCELLANOUS 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
P.O. Box 1170
1090 E. Union Street
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 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. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

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

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

By: ACarrasco
Vice Mayor KMM

THE OWNER, Riedel Holding, L.L.C.

By: President
Its:

ATTEST:

By: Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

Kay Marian Macuil
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023

Angelica Cifuentes
Notary Public - Arizona
Yuma County
Commission Number 562004
My Comm. Exp. 5/11/2023

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

Janet Taylor
Notary Public - Arizona
Yuma County
Commission Number 613060
My Comm. Exp. 9/28/2025

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)**

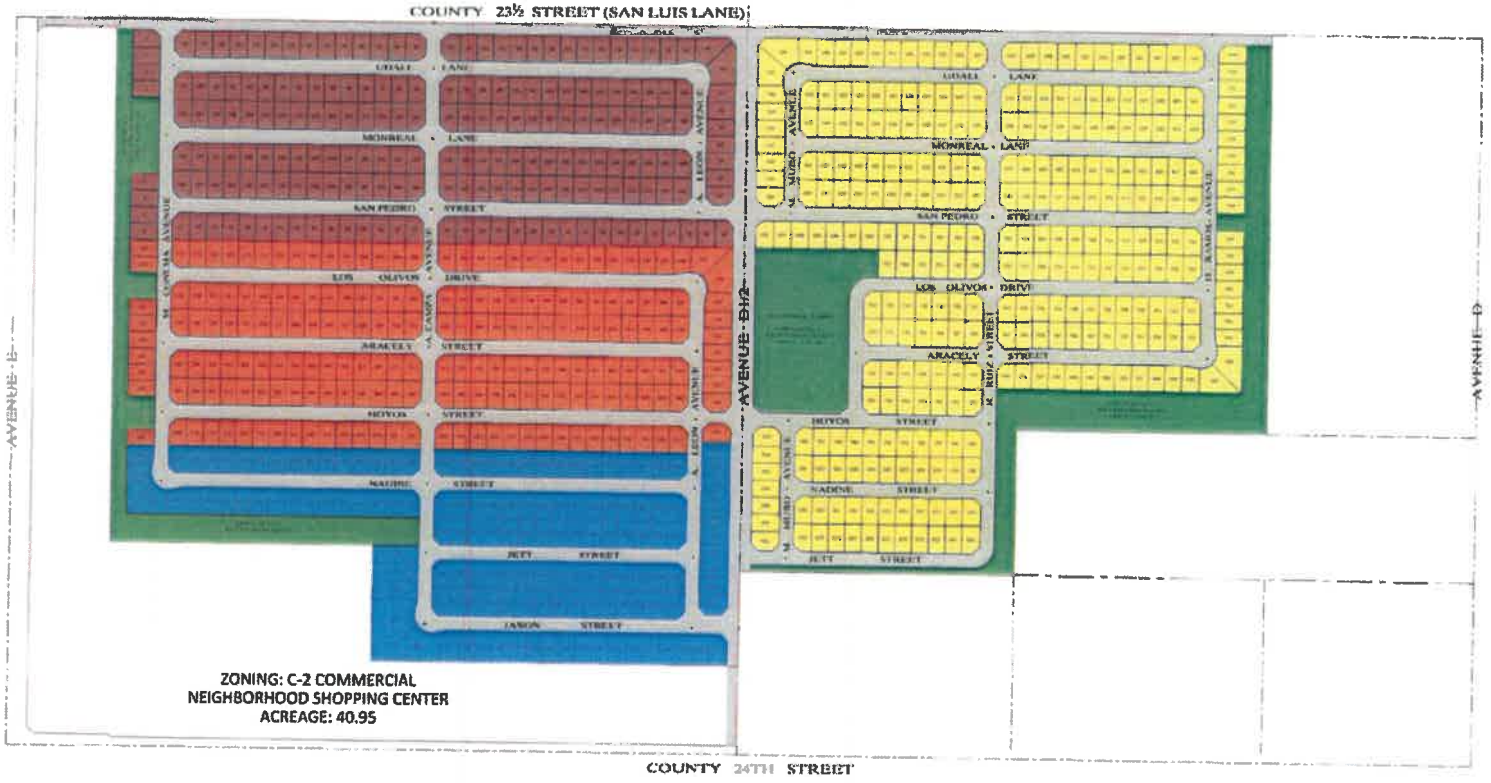
Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- **(74.64 acres)**

N

W E

S

SCALE: 1"=200'



PRELIMINARY
NOT FOR
CONSTRUCTION