



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 6:00 p.m., Wednesday, September 27, 2023. 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 or 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 6:00 p.m., el día Miércoles, 27 de Septiembre del 2023. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 27, 2023
6:00 p.m.

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.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO 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. 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.

5. PROCLAMATIONS/PRESENTATIONS

5. A. National Custodian Workers Recognition Day October 2, 2023

5. B. Breast Cancer Awareness Month October 2023

5. C. Bullying Prevention Month October 2023

5. D. Domestic Violence Awareness Month October 2023

5. E. National Community Planning Month October 2023

5. F. National Cyber Security Awareness Month October 2023
5. G. Presentation by the Yuma Coalition on the Brownfields to Innovations Districts. **(Craig Stoffel, Ayres Associates and Jerry Cabrera, Elevate Southwest)**
5. H. Presentation on the community program 78-Crime. **(Marco Santana, Patrol Lieutenant)**
6. **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.
6. A. **MINUTES OF**
- Regular Council Meeting held August 23, 2023
6. B. **DISBURSEMENTS FROM SEPTEMBER 6, 2023 TO SEPTEMBER 19, 2023**
Total \$1,186,537.78
(One Million, One Hundred Eighty-Six Thousand, Five Hundred, Thirty-Seven Dollars and Seventy-Eight Cents)
7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
 7. A. Discussion and possible action on any and all matters regarding Resolution No. 2290. A resolution of the City Council of the City of San Luis, Arizona, approving the First Amendment to the Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC, as approved by Resolution No. 936; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**
 7. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0556F - Southwest Arizona Industrial Subdivision Phase 2 Final Plat. A request by Vega and Vega Engineering PLC, on behalf of Von Verde Development LLC, for the final plat approval of the Southwest Arizona Industrial Subdivision Phase 2 to be located on the northeast corner of Avenue D 1/2 and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**
 7. C. Discussion and possible action on any and all matters regarding Resolution No. 2292. 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 LLC, for La Esperanza Estates Subdivision. **(Jose A. Guzman, Director of Planning & Zoning)**
 7. D. Discussion and possible action on any and all matters regarding Resolution No. 2293. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the Classification and Salary Plan to create seven (7) new classifications; superseding any conflicting provisions of existing regulations or policies; and providing for severability. **(Adela Cortez, Director of Human Resources)**

7. E. Discussion and possible action on any and all matters regarding the purchase of a new Elgin Broom Bear Street Sweeper from RWC Group. **(Manuel Hernandez, Acting Assistant Director of Public Works)**
7. F. Discussion and possible action on any and all matters regarding the amendment to the Professional Services Agreement with PACE Advanced Water Engineering to include construction administration and Aquifer Protection Permit (APP) assistance. **(Manuel Hernandez, Acting Assistant Director of Public Works)**
7. G. Discussion and possible action on any and all matters regarding an agreement for the City of San Luis to become a Sister City with the City of Magdalena de Kino, Sonora, Mexico. **(Olivia Jenkins, Operations Coordinator)**
7. H. Discussion and possible action on any and all matters regarding the prosecutor vacancy. ***CONTINUED FROM THE SEPTEMBER 13, 2023, REGULAR COUNCIL MEETING*** (Kay Marion Macuil, City Attorney)
8. **BOARD OF ADJUSTMENT
MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF
ADJUSTMENT**
8. A. Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0407 - Mariscos El Navegante. A request by Jesus Ortiz, owner of Mariscos el Navegante, for a variance from the City Code Chapter 18.75 - Table No. 15 to reduce the parking required from 32 to 8 in a neighborhood commercial (C-1), located at 840 D Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- A. Open Public Hearing
1. Staff Presentation and Applicant if available
 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Variance Case No. 2023-0407
9. **MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY
COUNCIL**
10. **SUMMARY OF CURRENT EVENTS**
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).
11. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 09/27/2023

Title:

National Custodian Workers Recognition Day October 2, 2023

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL CUSTODIAN WORKERS RECOGNITION DAY October 2, 2023

WHEREAS, custodial workers work behind the scenes and are often unappreciated for the hard work that they do day after day keeping schools, hospitals, office buildings, museums, churches, etc., clean and well maintained; and

WHEREAS, these people are an important part of the success of many businesses as a clean, well maintained, and an operational building is a reflection on the business itself; and

WHEREAS, the City's Facilities Department always strives to keep the City's buildings and offices well maintained and cleaned; and

WHEREAS, October 2nd has traditionally been designated as National Custodian Workers Recognition Day in the United States; and

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2, 2023, as "**National Custodian Workers Recognition Day**", thanking and recognizing the appreciation to the employees who keep our offices and workplaces across the nation clean and sanitized, especially the custodians throughout this municipality.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PROCLAMATION

Regular City Council Meeting

5. B.

Meeting Date: 09/27/2023

Title:

Breast Cancer Awareness Month October 2023

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BREAST CANCER AWARENESS MONTH

October 2023

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2023, as “**Breast Cancer Awareness Month**” in the City of San Luis and encourage all residents of this city to support the education, prevention and treatment efforts of those fighting this disease.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PROCLAMATION

Regular City Council Meeting

5. C.

Meeting Date: 09/27/2023

Title:

Bullying Prevention Month October 2023

Attachments

Proclamation



Proclamation

BULLYING PREVENTION MONTH October 2023

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, bullying is physical, verbal, sexual or emotional harm or intimidation intentionally directed at a person or group of people; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools and through technology, such as the internet and cell phones; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and teenagers annually; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying often feel less secure, more fearful and intimidated.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the the City of San Luis, do hereby proclaim October 2023, as “**Bullying Prevention Month**” and encourage all schools, students, parents, recreation institutions, community and faith-based organizations to engage in a variety of awareness and prevention activities designed to make our community safer for all children and adolescents.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PROCLAMATION

Regular City Council Meeting

5. D.

Meeting Date: 09/27/2023

Title:

Domestic Violence Awareness Month October 2023

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH

October 2023

WHEREAS, domestic violence is a serious and pervasive crime affecting millions of women, men, children, and communities in the United States every year;

WHEREAS, Domestic violence is the willful intimidation, physical assault, or other abusive behavior as a part of a systematic pattern of power and control by one partner against another and,

WHEREAS, 1 in 3 female murder victims and 1 in 20 male murder victims are killed by an intimate partner; and

WHEREAS, every 44 minutes in Arizona, one or more children witness domestic violence and,

WHEREAS, domestic violence is an issue affecting all Yuma residents along with all communities throughout Arizona, regardless of age, gender, economic status, race, religion, nationality, or educational background; and

WHEREAS, domestic violence and intimate partner violence can have life-long consequences emotionally, mentally, socially, spiritually, and physically; violence harms the core of the human spirit and jeopardizes the future wellbeing of our communities, counties, state, and nation; and

WHEREAS, victims of intimate partner violence lose a total of 8,000,000 days of paid work each year, the equivalent of 32,000 full-time jobs; and

WHEREAS, twenty-four people in the United States are victims of intimate partner violence every minute; and

WHEREAS, Yuma County experienced a 22% increase in reported cases of domestic violence in 2022 and

WHEREAS, one in four women and one in ten men have experienced sexual violence, physical violence, and/or stalking by an intimate partner during their lifetime; and

WHEREAS, 42.6 percent of Arizona women and 33.4 percent of Arizona men experience intimate partner physical violence, intimate partner sexual violence and/or intimate partner stalking; and

WHEREAS, 30 percent of children exposed to intimate partner violence had their first exposure before the age of two, and an additional 26 percent had their first exposure between the ages of two and seven; and

WHEREAS, Domestic Violence Awareness Month provides an important opportunity to enhance education, prevention, and intervention efforts around domestic violence and support organizations and individuals who provide advocacy efforts, services, and assistance to victims.

NOW, THEREFORE, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2023 as **Domestic Violence Awareness Month** in recognition of victims of domestic violence and those who serve them during this month and throughout the year.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PROCLAMATION

Regular City Council Meeting

5. E.

Meeting Date: 09/27/2023

Title:

National Community Planning Month October 2023

Attachments

Proclamation



Proclamation

NATIONAL COMMUNITY PLANNING MONTH October 2023

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of San Luis and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2023, as "National Community Planning Month", thanking the planners who work to improve the well-being of all people living in our community.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PROCLAMATION

Regular City Council Meeting

5. F.

Meeting Date: 09/27/2023

Title:

National Cyber Security Awareness Month October 2023

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL CYBER SECURITY AWARENESS MONTH October 2023

WHEREAS, we recognize the vital role that technology has in our daily lives and our future, whereby today many citizens, schools, businesses and City of San Luis operations rely on various means of technology for a variety of tasks, including public safety communications, finances, and day to day operations; and

WHEREAS, internet users and our information infrastructure face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

WHEREAS, public awareness can help foster change, in a way that provides greater cybersecurity awareness for all; and

WHEREAS, to have a resilient cybersecurity stance requires the understanding and support of citizens and public officials that demand distinction in cybersecurity and cyber awareness; and

WHEREAS, the observance of National Cybersecurity Awareness Month 2023 allows us to publicly acknowledge the numerous notable contributions made by all I.T. Security professionals of the City of San Luis and all those who assist in upholding and defending I.T. resources and offer our deep appreciation for the uncompromising commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 2023, as "**National Cyber Security Awareness Month**", and encourage all citizens to participate in this observance.

DATED this 27th day of September 2023.

Nieves Riedel, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk



PRESENTATION

Regular City Council Meeting

5. G.

Meeting Date: 09/27/2023

Submitted By: Jenny Torres, Administration

Presentation Topic/Summary:

Presentation by the Yuma Coalition on the Brownfields to Innovations Districts. **(Craig Stoffel, Ayres Associates and Jerry Cabrera, Elevate Southwest)**

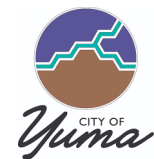
Attachments

Presentation



Yuma Coalition Brownfield Assessment Grant – Project Update

September 27th, 2023



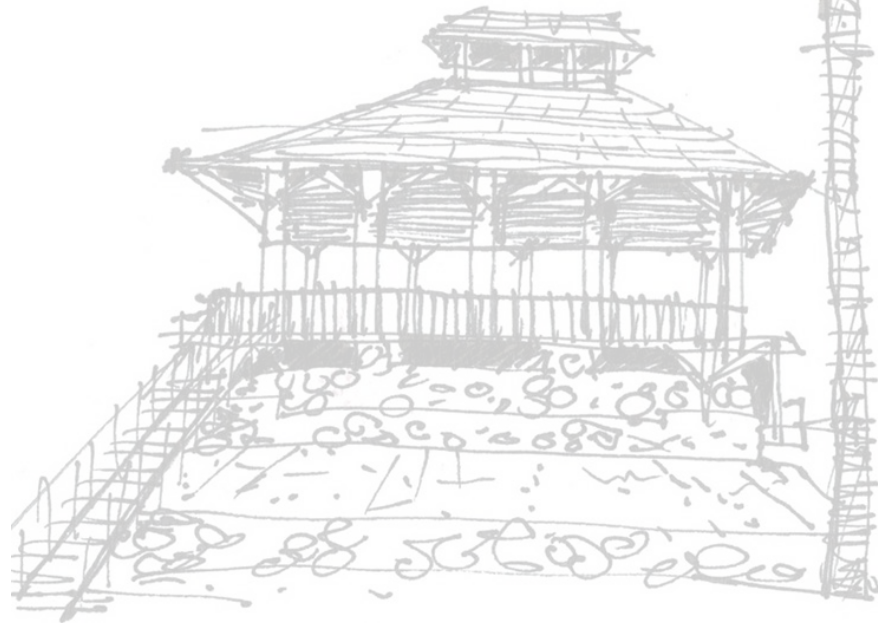
AGENDA:

Project Evolution

Project Schedule (12-Month Lookahead)

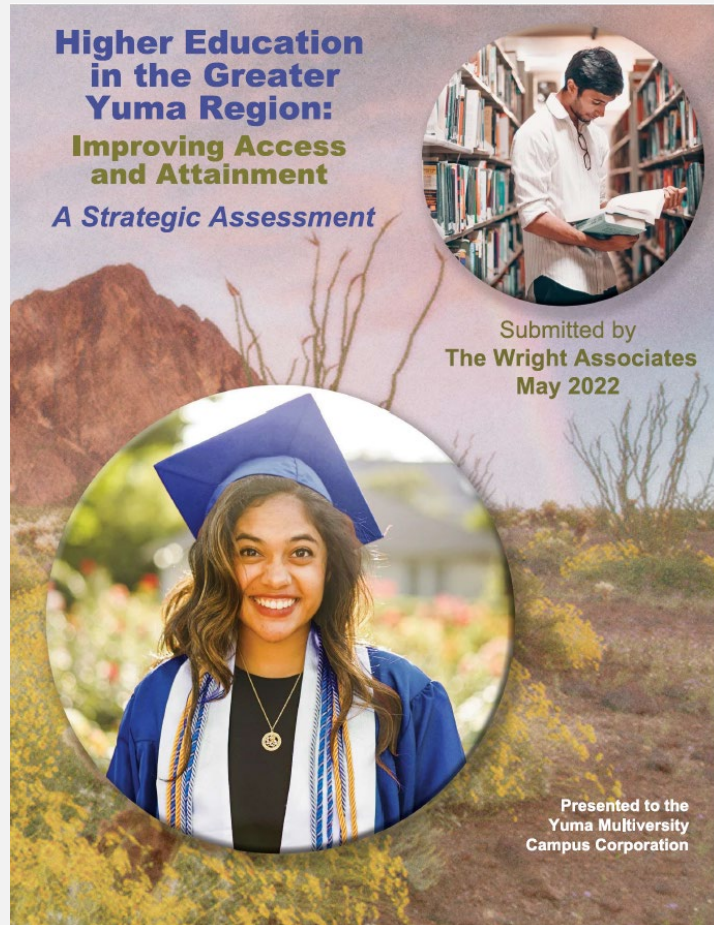
Guiding Principles

Q&A



project evolution

2022 YMVC STRATEGIC ASSESSMENT



- Strategic Assessment report prepared for the Yuma Multiversity Campus Corporation identified ten strategic recommendations for the YMVC and the Greater Yuma Region.
- Several of these recommendations have been identified that include “Eligible Grant Activities” within the current Yuma Coalition Brownfield Assessment Grant.

KEY RECOMMENDATIONS

From the Strategic Assessment

- Develop and manage a regional business incubator program based on **national best practices**.
- Create master planned “**live, learn, work, play and stay**” areas that have amenities attractive to millennials and young workers.
- Adopt a vision for the Innovation District that will **attract high tech companies** and workers to the region.
- Plan the district as a **mixed-use development** employing the concepts of an **urban village**.

Mission

Elevate Southwest (ESW) strives to foster an advanced regional workforce that meets the needs of current and future employers through a regional process of collaboration and partnerships to elevate and advance post-secondary and higher education access and attainment in the Greater Yuma Region.

Elevate Southwest

- **Non-Profit Organization**
- **Survey-Industry and Stakeholders Needs Assessment**
- **Identify opportunities to promote and support high-tech growth**
- **Establish a region-wide entrepreneurship**
- **Reinforce regional successes in higher education, including promoting our prospective skilled talent for future employment in the high-tech industry.**

Elevate Southwest

The Big Idea

Propel

The Greater Yuma Region into a center of excellence for high-tech and sustainable agriculture, nurturing innovation and growth.

Establish

An integrated, region-wide entrepreneurship and incubator program, empowering visionary entrepreneurs to realize their dreams.

Shape and operationalize

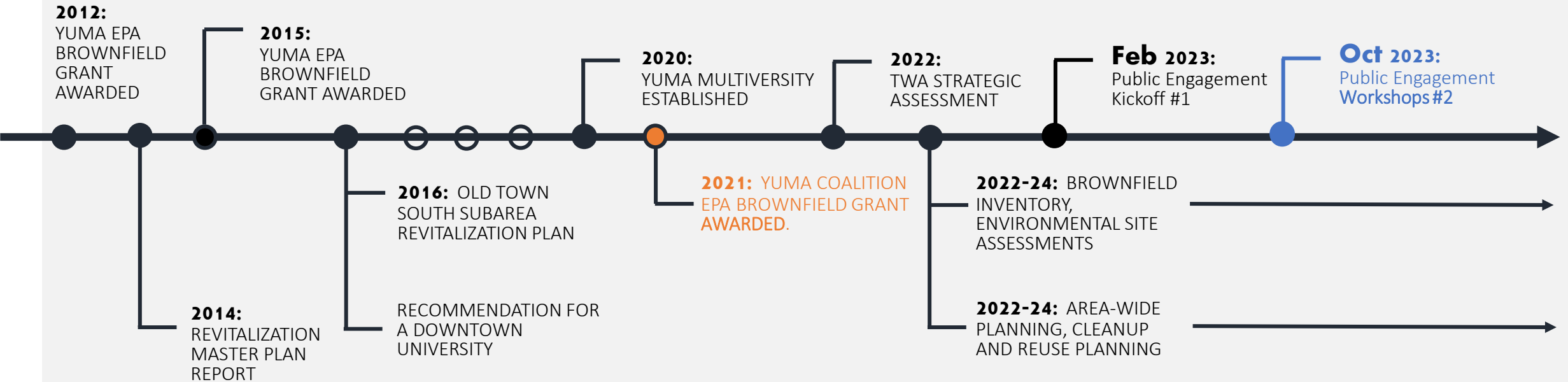
The Innovation District and Hub, creating an environment where ideas flourish into transformative products and services

Elevate Southwest

The Big Idea

Develop	A comprehensive strategic plan for higher education, drawing insights from educators, industry leaders, government entities, and the public.
Enrich	Industry-specific Career and Technical Education (CTE) offerings, internships, mentorships, and certificate programs.
Elevate STEM	(Science, Technology, Engineering, and Mathematics) education across all levels, focusing on college-level programs.

TIMELINE



YUMA BROWNFIELDS ASSESSMENT COALITION

City of Yuma

Yuma County

Yuma Crossing National Heritage Area

Elevate Southwest (formerly YMVC)

2021-2024

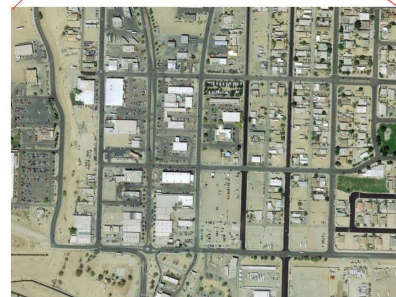
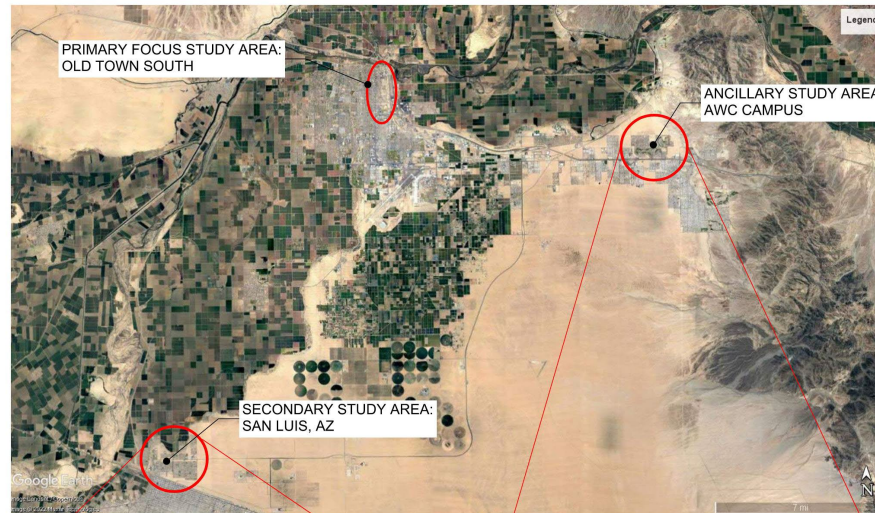
- Task 1: Project Implementation & Programmatic Activities
- Task 2: Outreach & Community Engagement
- Task 3: Brownfield Inventory, Environmental Site Assessment, and Quality Assurance
- Task 4: Area-Wide Planning
- Task 5: Cleanup and Reuse Planning
- Task 6: Reporting

YUMA BROWNFIELDS ASSESSMENT COALITION

Working with the Coalition Partners and identifying “Eligible Grant Activities” in support of multiple YMVC’s adopted Strategic Assessment Recommendations:

- “Build a Regional Entrepreneurial Ecosystem” (Recommendation Seven)
 - “...seek assistance in developing an entrepreneurship program from the state universities and the AZ Commerce Authority and in partnership with AWC Small Business Development Center (SBDC), Imperial Valley SBDC, and the San Luiz Business Incubator.”
- “Promote the Importance of Place” (Recommendation Eight)
 - “...create master-planned “live, learn, work, play and stay” areas
 - “...build community and regional awareness. Market analysis and investment package.
- “Establish an Innovation District and Hub” (Recommendation Nine)
 - “...Plan the district as a mixed-use development employing the design concepts of an urban village”

YUMA BROWNFIELDS ASSESSMENT COALITION



SAN LUIS, AZ



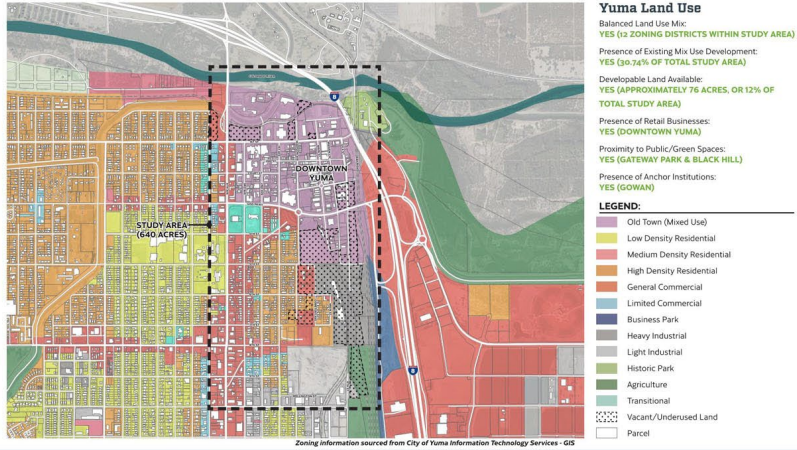
AWC MAIN CAMPUS AREA



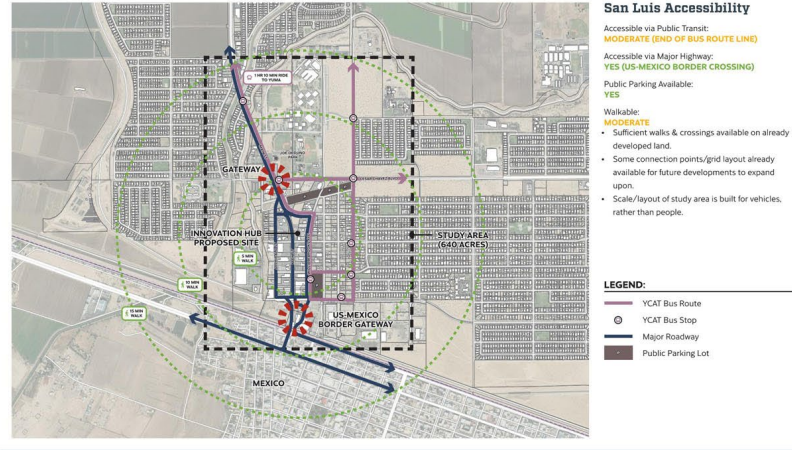
YUMA COALITION BF ASSESSMENT - OLD TOWN SOUTH: INNOVATION DISTRICT BOUNDARY



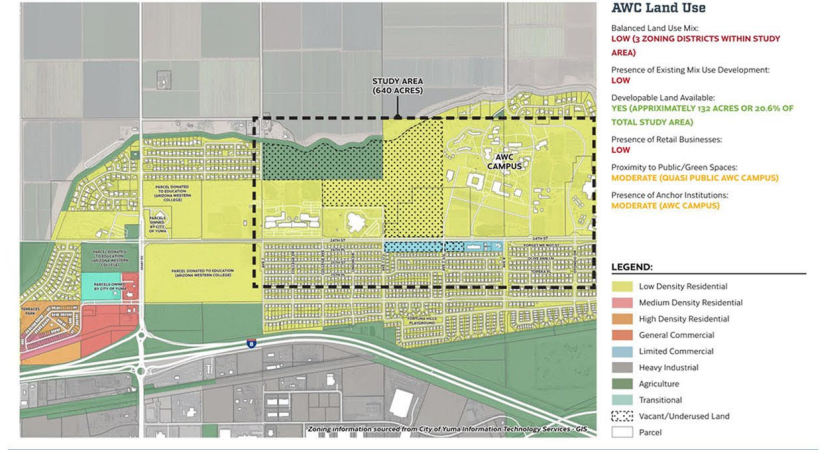
YUMA BROWNFIELDS ASSESSMENT COALITION



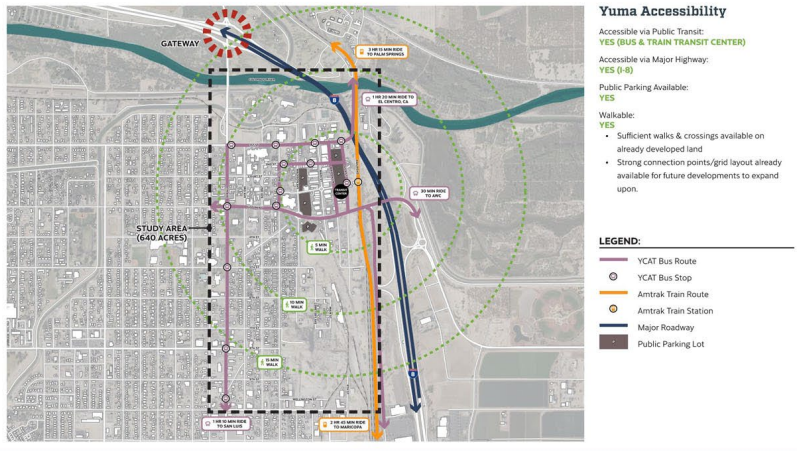
Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis



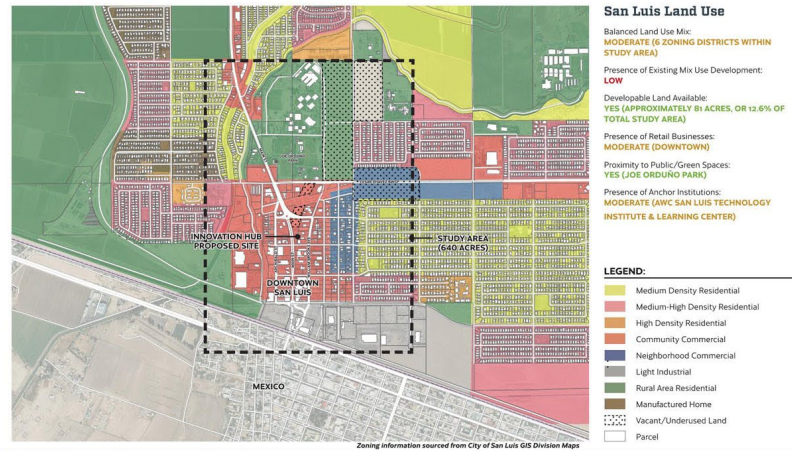
Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis



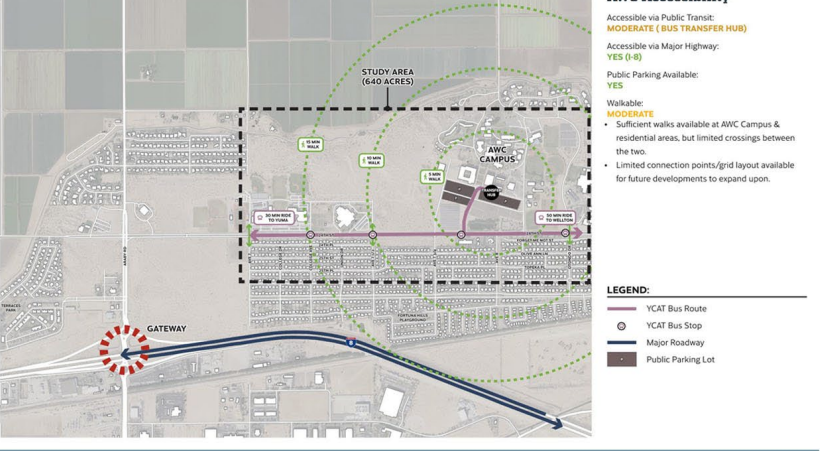
Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis



Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis



Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis



Yuma County - Brownfields to Innovation District Site Selection Criteria Analysis

innovation

districts

WHAT IS AN INNOVATION DISTRICT?

Innovation districts are urban geographies of innovation where strong **R&D institutions**, companies, and other **private actors** develop **integrated strategies** and solutions to develop thriving **innovation ecosystems**—areas that attract entrepreneurs, startups, and business incubators. Unlike science parks, innovation districts are **physically compact**, leverage density and high levels of accessibility, and provide a “mash up” of activities including **housing, office, and neighborhood-serving amenities**.



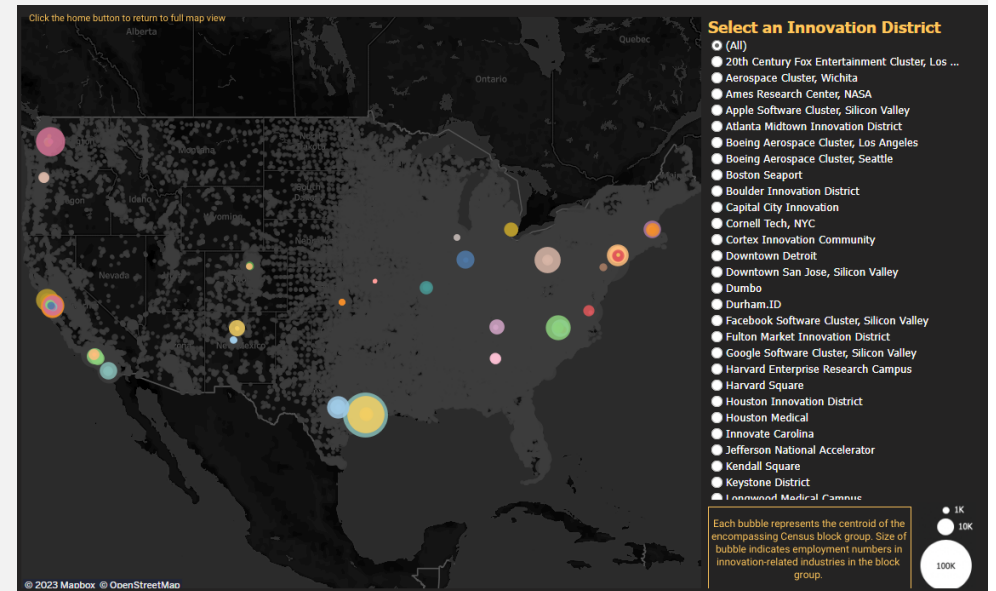
WHAT IS AN INNOVATION DISTRICT?

- Places where leading-edge anchor institutions and companies co-locate and connect with start-ups, business incubators and accelerators.
- A district surrounds a hub which is the center where researchers, creators, and innovators collaborate and generate new ideas.
- The hub is surrounded by a mix of uses like housing, office, and retail.

WHAT MAKES THEM WORK?

- Multiple sectors and industries
- An anchor institution
- A physical connection to a downtown
- Public/Private partnerships
- A mission to create an environment of innovation
- A Sense of Place / Place Making

Live / Learn / Work / Play / Stay





FEATURES OF **live, learn, work, play and stay**

LIVE: Variety Of Housing / Densities / Mixed-Use / Multimodal Transportation

LEARN: Varied Opportunities/ STEM / Vocational / Community College / Universities

WORK: Job creators/Co-working spaces/Innovative/Research/Light Manufacturing

PLAY: Recreational Space, Parks / Shopping / Dining / Cultural Institutions

STAY: Hotels / Conference Centers / Short-Term Rentals

Schedule

12-Month Lookahead

YUMA COALITION BROWNFIELD ASSESSMENT GRANT WORK PLAN / MILESTONE SCHEDULE - 12 MONTH LOOK AHEAD

TASK	2023				2024								
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
Environmental Inventory & Assessments													
Environmental Site Assessments (Phase I & II's) Multiple locations													
Innovation Hub / Launch Pad Site													
Hub Site Analysis & Selection													
Hub Site Planning / Concept Design													
*Building Programming / Potential User Engagement													
*Financial Feasibility Analysis													
Market Viability Assessment													
Public Engagement #2													
*Developer Request for Expression of Interest / Marketing Package													
Innovation District													
Define Overall Boundary & Zoning Update													
*Programming Concepts & Potential User / Tenant Engagement (TWA/ESW)													
Land Use Plan / Report													
Public Engagement #3 (Tentative)													
Brownfield Investment Package													
*Financial Feasibility Analysis													
Market Assessment													
Area Assets													
Concept Plans & Visioning													
Public Engagement #4													
Clean Up and Reuse Planning													
Final Reporting and findings													

*Task to be completed by Others (The Wright Associates [TWA] / Elevate Southwest [ESW])

Note: Grant Project Cycle ends October, 2024

questions

answers



PRESENTATION

Regular City Council Meeting

5. H.

Meeting Date: 09/27/2023

Submitted By: Michelle Boucher, Police Department

Presentation Topic/Summary:

Presentation on the community program 78-Crime. **(Marco Santana, Patrol Lieutenant)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/27/2023

Summary

MINUTES OF

- Regular Council Meeting held August 23, 2023

Attachments

RCM 8/23/2023

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
August 23, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Gloria Torres
Council Member Javier Vargas

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Alan Guevara, Police Lieutenant
Domingo Sosa, Graphics and Media Specialist
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Lizette Varela, Assistant Director of Parks & Recreation
Manuel Hernandez, Acting Assistant Director of Public Works
Marco Santana, Police Lieutenant
Ruben Lopez, I.T. Technician
Alberto Leon, Resident
Cesar Neyoy, Reporter
Gary Snyder, Resident
Guillermina Fuentes, Resident
Larry Dean, San Luis Frontera Rotary Club
Lizette Esparza, Visitor
Luis Marquez, Resident
Manuel Castro, Resident/Pastor
Mark Concha, Resident
Rosa Varela, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Javier Vargas led the Pledge of Allegiance.

3. INVOCATION

Mr. Manuel Castro – Pastor for Gethsemani Baptist Church, led the invocation.

4. CALL TO THE PUBLIC

Ms. Elizabeth Valenzuela and Ms. Delia Quiñonez, residents, provided a letter on behalf of Father Rudy Valenzuela from Parroquia Del Espiritu Santo, addressed to Ms. Jenny Torres, Acting City Manager, thanking her, the Mayor and City Council for the assistance provided in storing the church benches, for the use of the needy chapels in San Luis Rio Colorado.

Mr. Luis Marquez, 1254 America Street, stated that he has been a resident of San Luis, Arizona, since 1971, he is a former police officer that serve this community for 20 years and currently serves as the President for the Gadsden School District; has been serving in the board for the past 33 years. He added that there is a video in the social media that he thinks is referring to him. In the video, it talks about an ignorant, President of the school board and a former/retired police officer; there is a saying that says if the suit fits you, put in on. He says it fit him in two (2) categories but not the ignorant part. If people did not want him, why would the community elect him nine (9) times, serving 33 years for the Gadsden School District and 25 years as the board president. He has not given a reason for that video and in the time, he has volunteered his time for many years, there has never been a complaint about him. He has never expressed that he is against the union, on the contrary he supports the union. Mr. Marquez indicated that Mr. Mark Concha who is employed by a local construction company, approached him two (2) weeks ago after a Council meeting and Mr. Concha advised him, he had taken a recall packet against him, to what he responded, that his wife has been trying to talk him out of the district and if Mr. Concha is successful in recalling him, his wife would love him. Anyone that wants to support the recall can do it, it is their right, the only sad thing about this is that there was an election in November and almost 1,300 voters voted him in to serve in the board, it has been eight (8) months and they want to recall him, might as well wait for the next election next year as there will be two (2) vacancies. Two (2) years ago, he received a letter from a person whom he received from its attorney advising him not to talk about this person. This person does not let him alone and his theory is that he believes it is because this person does not like this other person and is his friend and he likes her very much, she is family to him. He wanted to let the community know that he is there for the community and has serve and done a lot for it. He feels harassed by this person and wants to make it known that if something happens to him or his family, he makes this person responsible.

Mr. Gilbert Zarate, resident, commented that he and Mr. Luis Marquez, have not been good friends but we respect each other. He was going over some of his files and came

across a thank you letter dated June 18, 2003, addressed to Mr. Marquez. He read "For all the community programs in which you have dedicated to the team of officers from the San Luis, Arizona, Police Department, I would like to share a few words of gratitude from all the people who work at Riedel Construction. It was an honor and privilege to have participated in the programs that you led that made a difference in the lives of so many young people in this community. Your enthusiasm and dedication serve as an example to follow. The doors of this company will always be open for you and for any other person who organizes, shares our ideals and desires to improve the quality of life in our city. To close, personally, if I find myself on a deserted island with my friends, I would like you to be one of those people, sincerely Nieves Riedel." It caught his attention and takes his hat off to Mayor Nieves Riedel in this letter addressed to Mr. Luis Marquez, who has been a person who has served this community. They both have their differences, but he has given himself from the heart, without receiving anything in return, collecting blood, helping children and families. There is no one who can fill those shoes that this man has made for this community, there will never be another man to fill that role. He has a very beautiful family, on a personal note, he found out from his son that Ana and Luis brought clothes for his son and he never imagined that he would care about his son. Even though, there are differences between them, but that personal gesture from him and his wife will never be forgotten and will never be able to pay him. He watched the video and it caught his attention and searched his things and then found this letter. He sees that Mayor Nieves Riedel had a very personal appreciation for his social activities in this community and believes that all can live in peace without going around making recalls. A few days ago, he took out a recall packet, does not know what he will use it for, but one can avoid many things by trying to live well. Mayor Nieves Riedel has just started a period as mayor, Mr. Marquez too, and asked if it is difficult for them to carry the party in peace. One must give the opportunity to continue working. Why look for problems when one does not need them because there are already too many. Mayor Nieves Riedel represents all here and he represents the school. Now, he come as a mediator, wanting to make peace between the two, but that is not what it is about, it is about living together as a family and community, one has to give them one (1) more chance.

Ms. Miriam Hurtado, resident, stated that she has been working for the Gadsden School District for the past 22 years and has known Mr. Luis Marquez for that time. Mr. Marquez has been respectful to her and is sure he has been that way with all the teachers. That person that is saying that he is not respectful has never attended a school board meeting. She is sad that if the recall goes through, the district will have to pay for it, when those funds can be used towards the children. If that person wants to promote and continue with, he recall, then that person should pay for it. She added that one is there to live in peace and help the community and asked this person to open their eyes to find out what is happening at the school district before expressing all the teachers. She is a teacher for over 22 years.

5. PROCLAMATIONS/PRESENTATIONS

5. A. National Senior Citizens Day August 21, 2023

5. B. Women's Equality Day August 26, 2023

5. C. Childhood Cancer Awareness Month September 2023

5. D. Library Card Sign-Up Month September 2023

5. E. National Suicide Prevention Month September 2023

Mrs. Sonia Cornelio, City Clerk, read the proclamations by title only.

5. F. Presentation of award to Alberto Leon, Humberto Benitez, and Fabher Sanchez for assisting the San Luis Police Department. (Marco Santana, Lieutenant)

Mr. Marco Santana, Lieutenant, said that the City of San Luis Police Department has been very blessed by having citizens that have assisted Police Officers in need. He briefly explained that they encounter with different situations and offenders. The City of San Luis Police Department recognized Mr. Alberto Leon, Mr. Humberto Benitez, and Mr. Fabher Sanchez for assisting the officers to capture an offender indicted of 11 felonies counts. He added that the Citizen Award for Valor is given to private citizens for voluntarily placing their safety at risk to aid a Police Officer or fellow citizen during a criminal act or life-threatening situation.

Mr. Alberto Leon, Mr. Humberto Benitez and Mr. Fabher Sanchez thanked the City of San Luis Police Department, Mayor, City Council and their families.

Mayor Nieves Riedel thanked the gentlemen for their brave actions adding she feels very proud of them.

5. G. Presentation on any and all matters regarding the National Community Partnership Liaison for Outreach Program Services of America, a non-profit organization. (Pedro Osuna, National Community Partnership Liaison)

Mr. Pedro Osuna, National Community Partnership Liaison, explained that Outreach Program Services of America is a non-profit organization that assists low-income people through a federal fund known as Affordable Connectivity Program (ACP). This is a support for the community where people can receive a voucher or credit through the program up to \$75.00 towards the monthly internet service with any internet provider for up to five (5) years. He added that they also have a program where minors if eligible, can obtain a tablet or computer. In collaboration with ARIZONA@WORK, Comite De Bien Estar and Campesinos Sin Fronteras have achieved their goal of 92%. He explained the requirements to qualify for the program, which are attached to the agenda packet filed at the City Clerk's Office. They also have other types of assistance such as

scholarships for vocational careers and on the job training. He invited everyone to the event at Comite De Bien Estar on August 29, 2023.

He also spoke about grant opportunities for organizations, currently there are \$800.9 million for non-profit organization to be able to have free internet in the community. They are surprised that no one in Yuma County has applied for these funds to be able to provide free internet to the community.

6. CONSENT AGENDA

6. A. MINUTES OF

- Regular Council meeting held July 26, 2023

6. B. DISBURSEMENTS FROM AUGUST 3, 2023 TO AUGUST 15, 2023

Total \$1,010,352.29

(One Million, Ten Thousand, Three Hundred Fifty-Two Dollars and Twenty-Nine Cents)

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

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract for a new groundwater well at the City of San Luis Well Site #5 located at 1311 N. 4th Ave. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, stated that staff is asking for authorization to award a construction contract for a groundwater well to be located at Well Site #5 also known as the Public Works Yard. The city conducted a formal bidding process and only one (1) bid was received from KP Ventures Well Drilling & Pump. The consultant has evaluated the proposal; the consultant and staff recommend approval of award of construction. Mr. Perez provided some history of the project.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to accept the construction contract for a new ground water well at Well Site #5, by

KP Ventures WII Drilling & Pump Co., LLC not to exceed \$1,094,693.90. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding the purchase of a new ambulance. (Angel Ramirez, Fire Chief)

Mr. Enrique Lopez, Assistant Fire Chief, explained that there have been some changes to the initial purchase of the ambulance approved by the Mayor and City Council in February 2023. Throughout the years the City of San Luis Fire Department has been an innovative Fire Department, as the city grows so does the need of the public safety. Currently, the Fire Department's fleet is five (5) ambulances with one (1) being repaired as it was involved in an accident late last year. Staff was very diligent to obtain the best ambulance at the best price. Due to unforeseen circumstances, the chassis that was allocated for the ambulance built had too many recalls that the manufacturer pulled it from the assembly. This delays the built up to two (2) years. Republic EVS was able to find the city a chassis from a dealership, but the cost is slightly higher than the price initially obtained from the manufacturer. The initial allocated amount for the original purchase was \$233,591.00. With the new changes there will be two (2) separate purchases need to be done. One (1) purchase will be for \$65,995.00 for the chassis and the second purchase will be for \$180,170.00 for the ambulance box and compartment, totaling \$246,165.00. The San Luis Fire Department wants to utilize the purchasing powers available through the Houston-Galveston Area Council contract #AM10-18 under the authority of the San Luis City Code, Chapter 3.05 Purchasing, Section 3.05.090, Cooperative Purchasing and is seeking council approval. The delivery date will be late December 2023 or early January 2024.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the purchase of a new ambulance in the amount of \$246,165.00 and reallocate ARPA funds as presented on the fiscal impact. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye

Council Member Gloria Torres Aye
Council Member Javier Vargas Aye

7. C. Discussion and possible action on any and all matters regarding the proposal of an agreement contract between Southern Winter League and the City of San Luis for a baseball exhibition game between the Cañeros de Los Mochis LMP Champs and AWC Baseball on Thursday, September 14, 2023, at the Joe Orduño Park. (Olivia Jenkins, Operations Coordinator and Lizette Varela, Assistant Director of Parks and Recreation)

Ms. Lizette Varela, Assistant Director of Parks and Recreation, stated that staff believes this exhibition game will be an outstanding event for the community to enjoy. Staff recommends moving forward with the agreement for the baseball exhibition game. The Winter League is a sole provider since they are the only agency that can sign and bring such event.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the contract with Southern Winter League, LLC in the amount of \$4,990.00 and budget transfers as described on this item’s fiscal impact statement. Motion passed with five (5) ayes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel Aye
Vice Mayor Luis E. Cabrera Aye
Council Member Maria Cecilia Cruz Nay
Council Member Tadeo Azael De La Hoya Aye
Council Member Gloria Torres Aye
Council Member Javier Vargas Aye

7. D. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the baseball exhibition game to be held September 14, 2023. (Marcos Ramirez, San Luis FRONTERA Rotary Club)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel Aye

Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

1. Presentation by staff and/or applicant

Mr. Larry Dean, Rotary Club Representative, stated that they are interested in applying for the Special Event Liquor License for the Baseball Exhibition Game. They will provide security and fending during the venue and all proceeds will go back to the community.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to recommend approval to the Arizona Department of Liquor License and Control for the Special Event Liquor License application submitted by the San Luis Frontera Rotary Club as presented. Motion passed with five (5) ayes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye

Council Member Maria Cecilia Cruz reported that she attended a meeting with the Arizona Department of Transportation and in October 2023 they will go back to instruct truck drivers through workshops and industrial classes to promote and ensure the safety movement of goods through the city's southern international port of entry.

9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 6:54 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 23, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 09/27/2023

Summary

DISBURSEMENTS FROM SEPTEMBER 6, 2023 TO SEPTEMBER 19, 2023

Total \$1,186,537.78

(One Million, One Hundred Eighty-Six Thousand, Five Hundred, Thirty-Seven Dollars and Seventy-Eight Cents)

Attachments

Disbursement



City of San Luis

Finance Department

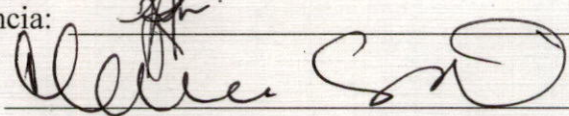
COUNCIL MEETING SEPTEMBER 27, 2023 Disbursement Report from 09/06/2023 TO 09/19/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	09/08/2023	\$ 316,754.86	Schedule A
Payroll Check Account	09/14/2023	\$ 4,548.86	Schedule B
Payroll Check Account	09/14/2023	\$ 460,393.94	Schedule C
Accounts Payable Check Account	09/15/2023	\$ 404,840.12	Schedule D

Total Disbursements: \$ 1,186,537.78

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

Prepared by Karla Plascencia: 

Verified by Director of Finance: 

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2023 SEP 20 P 1:54

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 9/4/2023 - To Payment Date: 9/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106900	09/06/2023	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$9,451.92		
106901	09/06/2023	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$9,281.51		
106902	09/07/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$91.00		
106903	09/07/2023	Open			Accounts Payable	GALVAN, AURELIO	\$91.00		
106904	09/07/2023	Open			Accounts Payable	GUEVARA, ALAN	\$142.00		
106905	09/07/2023	Open			Accounts Payable	NUNO, JAVIER	\$142.00		
106906	09/07/2023	Open			Accounts Payable	REYNOSO, NIGEL	\$142.00		
106907	09/07/2023	Open			Accounts Payable	RUIZ, OSCAR	\$91.00		
106908	09/07/2023	Open			Accounts Payable	VALENCIA, LINO	\$91.00		
106909	09/08/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,123.88		
106910	09/08/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$166.67		
106911	09/08/2023	Open			Accounts Payable	APS	\$50.00		
106912	09/08/2023	Open			Accounts Payable	APS	\$24,000.00		
106913	09/08/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$199.61		
106914	09/08/2023	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$25.00		
106915	09/08/2023	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,150.20		
106916	09/08/2023	Open			Accounts Payable	CANADA-ARIZONA BUSINESS COUNCIL	\$2,500.00		
106917	09/08/2023	Open			Accounts Payable	CARDENAS, ERNESTO	\$37.00		
106918	09/08/2023	Open			Accounts Payable	CENTURYLINK	\$109.41		
106919	09/08/2023	Open			Accounts Payable	CORDOVA, ROSALICIA	\$75.00		
106920	09/08/2023	Open			Accounts Payable	CRAIG BRODY LLC	\$720.00		
106921	09/08/2023	Open			Accounts Payable	ENCINAS, JOSE	\$54.64		
106922	09/08/2023	Open			Accounts Payable	ESTRADA, LETICIA	\$110.00		
106923	09/08/2023	Open			Accounts Payable	GARCIA, GABRIEL	\$538.00		
106924	09/08/2023	Open			Accounts Payable	GARCIA FUENTES, MARTHA	\$40.00		
106925	09/08/2023	Open			Accounts Payable	HD SUPPLY, INC.	\$785.17		
106926	09/08/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$2,541.22		
106927	09/08/2023	Open			Accounts Payable	ID WHOLESALE	\$990.18		
106928	09/08/2023	Open			Accounts Payable	IRON MOUNTAIN INC	\$186.26		
106929	09/08/2023	Open			Accounts Payable	JJ KELLER & ASSOCIATES	\$1,507.57		
106930	09/08/2023	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$1,250.00		
106931	09/08/2023	Open			Accounts Payable	LOOMIS	\$2,880.36		
106932	09/08/2023	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$19.53		
106933	09/08/2023	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$1,541.89		
106934	09/08/2023	Open			Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL	\$1,050.00		
106935	09/08/2023	Open			Accounts Payable	NAVARRO BELTRAN, ALEJANDRO	\$200.00		
106936	09/08/2023	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$72.97		
106937	09/08/2023	Open			Accounts Payable	NNC CONSULTING LLC	\$3,300.00		
106938	09/08/2023	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	\$3,057.84		
106939	09/08/2023	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
106940	09/08/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$630.40		
106941	09/08/2023	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$195.00		

SCHEDULE A

Payment Register

From Payment Date: 9/4/2023 - To Payment Date: 9/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106942	09/08/2023	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$1,192.12		
106943	09/08/2023	Open			Accounts Payable	PITNEY BOWES INC.	\$101.07		
106944	09/08/2023	Open			Accounts Payable	PPEP INC.	\$175.00		
106945	09/08/2023	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
106946	09/08/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$108.00		
106947	09/08/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$90.00		
106948	09/08/2023	Open			Accounts Payable	ROSALES, ROBERTO	\$150.00		
106949	09/08/2023	Open			Accounts Payable	SANFORD, JAMES	\$832.33		
106950	09/08/2023	Open			Accounts Payable	SERVERSUPPLY.COM, INC	\$9,172.80		
106951	09/08/2023	Open			Accounts Payable	SHAAIA, RAAD	\$100.00		
106952	09/08/2023	Open			Accounts Payable	SOLANO, CARLOS	\$87.00		
106953	09/08/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	\$227.20		
106954	09/08/2023	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$490.42		
106955	09/08/2023	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN.	\$390.00		
106956	09/08/2023	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$135,732.90		
106957	09/08/2023	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,026.98		
106958	09/08/2023	Open			Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE	\$2,788.36		
106959	09/08/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$70.47		
106960	09/08/2023	Open			Accounts Payable	KNOWLEDGECITY, INC.	\$3,833.70		
Type Check Totals:									
EFT									
4077	09/08/2023	Open			Accounts Payable	ALSCO, INC	\$531.35		
4078	09/08/2023	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.43		
4079	09/08/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$890.51		
4080	09/08/2023	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$875.00		
4081	09/08/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$189.68		
4082	09/08/2023	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$350.00		
4083	09/08/2023	Open			Accounts Payable	BILL ALEXANDER FORD	\$135.20		
4084	09/08/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$65.05		
4085	09/08/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$33.60		
4086	09/08/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$467.47		
4087	09/08/2023	Open			Accounts Payable	CIVICPLUS	\$284.42		
4088	09/08/2023	Open			Accounts Payable	D & H ELECTRIC INC.	\$2,821.00		
4089	09/08/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$26.56		
4090	09/08/2023	Open			Accounts Payable	FORJACERO TR LLC	\$622.75		
4091	09/08/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$995.00		
4092	09/08/2023	Open			Accounts Payable	FRUTH GROUP INC	\$1,921.60		
4093	09/08/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$22,977.67		
4094	09/08/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$3,004.84		
4095	09/08/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,574.85		
4096	09/08/2023	Open			Accounts Payable	NAPA AUTO PARTS	\$1,023.59		
4097	09/08/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$11,565.43		

Payment Register

From Payment Date: 9/4/2023 - To Payment Date: 9/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
4098	09/08/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$5,000.00			
4099	09/08/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	\$3,276.22			
4100	09/08/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$316.53			
4101	09/08/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$672.07			
4102	09/08/2023	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00			
4103	09/08/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$210.75			
4104	09/08/2023	Open			Accounts Payable	ROACH PEST CONTROL	\$140.00			
4105	09/08/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$485.00			
4106	09/08/2023	Open			Accounts Payable	SUN GRAPHICS	\$1,411.02			
4107	09/08/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$3,956.68			
4108	09/08/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$816.00			
4109	09/08/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$330.00			
4110	09/08/2023	Open			Accounts Payable	YUMA NURSERY LLC	\$2,960.37			
4111	09/08/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$1,019.07			
4112	09/08/2023	Open			Accounts Payable	YUMA SUN INC	\$1,068.70			
4113	09/08/2023	Open			Accounts Payable	ZOLL MEDICAL CORP	\$1,663.27			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							37 Transactions	\$84,182.68		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	61	\$232,572.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	61	\$232,572.18	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$84,182.68	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 9/4/2023 - To Payment Date: 9/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Total	37	\$84,182.68	\$0.00	
Grand Totals:									
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	98	\$316,754.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	98	\$316,754.86	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	61	\$232,572.18	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	61	\$232,572.18	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	37	\$84,182.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	37	\$84,182.68	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	98	\$316,754.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	98	\$316,754.86	\$0.00	

Guadalupe Canez

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Pay Day Register

Pay Date Range 09/01/23 - 09/30/23
Pay Batch 202309M

Pay Batch 202309M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	267.08 2,200.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	3.30 2,200.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	220.44 5,690.99	ASRS/EORP - LEGACY RATE	1,416.14 2,200.00
			SOCIAL SECURITY TAX	474.30 7,650.00	Dental Council	254.03 .00
			MEDICARE	110.91 7,650.00	EODCRS - COUNCIL	159.00 2,650.00
			STATE WITHHOLDING	112.07 5,690.99	EODCRS - DISABILITY	3.98 2,650.00
			ASRS Council	267.08 2,200.00	EODCRS/EORP LEGACY RATE	1,868.52 2,650.00
			ASRS LTD Council	3.30 2,200.00	Health Council	5,844.91 .00
			Council Retirement EORP	351.00 2,700.00	Retirement Council EORP	2,065.77 2,700.00
			Dental Council	92.28 .00	Vision Council	84.86 .00
			EODCRS - COUNCIL	212.00 2,650.00	Total	\$11,967.59
			EODCRS - DISABILITY	3.98 2,650.00		
			GARNISHMENT	221.11 .00	Employer Taxes	Gross Base
			Medical Council	1,004.81 .00	MEDICARE	110.91 7,650.00
			Vision Council	27.86 .00	SOCIAL SECURITY TAX	474.30 7,650.00
			Net	\$4,548.86	SUTA/UNEMPLOYMENT	45.90 7,650.00
					Total	\$631.11

Monica Castro

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mcastro@sanluisaz.gov C = US
Date: 2023.09.19 16:00:55 -07'00'

Workers' Comp	Gross Base
MUNICIPAL/ TOWN/	133.89 7,650.00
Total	\$133.89

Direct Deposits	Amount
1st Bank Yuma	698.49
Chase Bank	1,121.27
Navy Federal	606.60
REALTORS FED CRED UNION	31.94
Wells Fargo	708.28
Total	\$3,166.58

Check \$1,382.28

SCHEDULE B



Pay Day Register

Pay Date Range 08/26/23 - 09/08/23

Pay Batch 202319

Pay Batch 202319 Total

Employees in Pay Batch 308

Female Employees in Pay Batch 87

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	19,936.3319	479,158.25	Gross	665,618.68	ASRS ALTERNATE	1,329.85	13,311.83
1001 - LEAVE WITHOUT PAY	47.0000	.00	Imputed Income		AZ STATE RETIREMENT	49,309.00	406,170.19
1007 - ON CALL WORKED HOURS	33.8334	763.06	FEDERAL TAX WITHHOLDING	40,191.31	DENTAL = FAMILY	437.80	.00
1009 - PART TIME	427.9336	11,493.56	SOCIAL SECURITY TAX	41,268.46	LONG TERM DISABILITY	609.26	406,170.19
1010 - PART TIME FIREFIGHTERS	47.1667	938.42	MEDICARE	9,651.64	MEDICAL MEX ONLY - EE &	2,121.60	.00
201 - OVERTIME	962.3871	36,249.46	STATE WITHHOLDING	12,302.41	MEDICAL MEX ONLY - EE &	5,421.57	.00
202 - OP STONE GARDEN- O.T.	333.8333	15,896.96	24-7 GET FIT- GYM	1,323.00	MEDICAL MEX ONLY - EE &	1,414.40	.00
2023 - FMLA - SICK LEAVE	9.5000	167.34	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80	.00
2024 - FMLA - VACATION LEAVE	50.5000	861.05	AM. FIDELITY- ACCIDENT-POST	43.77	MEX & US HEALTH = EE	49,596.88	.00
203 - DUI ABATEMENT	61.5000	2,544.97	AM. FIDELITY- ACCIDENT-PRE	442.65	MEX ONLY DENTAL - EE &	142.40	.00
2036 - MARSHALS OT	10.5000	450.61	AM. FIDELITY- CANCER-POST	28.00	MEX ONLY DENTAL - EE &	322.66	.00
300 - VACATION EARNED	1,239.4622	.00	AM. FIDELITY- CANCER-PRE TAX	142.10	MEX ONLY DENTAL - EE &	121.04	.00
301 - VACATION USED	742.9667	19,049.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	65.12	.00
400 - SICK EARNED	1,140.1000	.00	AM. FIDELITY- GHI- PRE TAX	245.25	PSPRS - ALTERNATE	197.21	2,465.13
405 - SCHEDULED SICK LEAVE	387.9999	9,305.37	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	8,848.79	67,393.76
406 - UNSCHEDULED SICK LEAVE	342.8334	7,650.44	AM. FIDELITY- TX LIFE -POST	245.28	PSPRS FIRE DB NORM - TIER 2	614.40	4,679.34
503 - STAND-BY PAY	666.4700	1,332.94	AZ COPS - SLPD	360.00	PSPRS FIRE DB NORM - TIER 3	3,079.19	32,209.11
701 - HOLIDAY	2,058.0000	50,708.78	AZ STATE RETIREMENT	49,309.00	PSPRS FIRE DCCN - TIER 3	210.93	2,343.66
704 - FIRE HOLIDAY EARNED	477.0000	.00	BORDER GYM - GYM	300.00	PSPRS FIRE DISABILITY - TIER	33.51	2,343.66
806 - TELEPHONE STIPEND	.0000	1,350.00	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	6,674.54	70,780.04
809 - RETRO PAY	2.0000	29.56	DEFERRED COMP - ROTH	850.00	PSPRS POLICE DB NORM - TIER	1,140.24	12,091.70
900 - COMPENSATION EARNED	8.7900	.00	DEFERRED COMPENSATION	3,682.00	PSPRS POLICE DB NORM - TIER	4,360.32	45,470.22
901 - COMPENSATION USED	43.9000	982.81	DEFERRED COMPENSATION	128.34	STANDARD LIFE	2,582.43	.00
921 - STEP OVERTIME	50.0000	2,176.50	FOP/ALC	375.00	STANDARD LTD	1,187.97	219,345.19
923 - BORDER FITNESS - GYM	.0000	300.00	GARNISHMENT - CHILD	3,010.14	STANDARD STD	5,518.48	.00
924 - AMBULANCE - REGULAR	989.8335	20,782.60	IAFF- FIRE DEPT	1,140.00	U.S. MEX DENTAL - EE &	398.50	.00
932 - 24-7 GET FIT - GYM	.0000	1,296.00	LEGAL SHIELD	56.31	U.S. MEX DENTAL - EE &	111.58	.00
965 - PD - STAND-BY PAY	.0000	2,131.00	LONG TERM DISABILITY	609.26	US & MEX DENTAL - EE	2,699.52	.00
Total	30,069.8417	\$665,618.68	MANHATTANLIFE ASSURANCE	127.27	US & MEX HEALTH = C	16,983.75	.00
			MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = FAMILY	22,268.70	.00
			MEX ONLY DENTAL - EE &	183.20	US & MEX HEALTH = SP	3,882.00	.00
			MEX ONLY DENTAL - EE &	415.14	VISION - SINGLE	1,096.86	.00
			MEX ONLY DENTAL - EE &	155.72	VSP- VISION	618.12	.00
			MEX ONLY HEALTH - EE & CH	622.32	Total	\$193,839.42	
			MEXICO ONLY HEALTH - EE &	1,590.33			
			MEXICO ONLY HEALTH - EE &	414.88	Employer Taxes		Gross Base
			NEW YORK LIFE - LIFE INS	36.49	MEDICARE	9,651.64	665,618.68
			PAC FUND- FIRE DEPT.	107.50	SOCIAL SECURITY TAX	41,268.46	665,618.68
			PSPRS FIRE DB RATE - TIER 1a	4,290.03			

SCHEDULE C



Pay Day Register

Pay Date Range 08/26/23 - 09/08/23

Pay Batch 202319

PSPRS FIRE DB RATE - TIER 1b	865.58	11,314.87	SUTA/UNEMPLOYMENT	3,796.02	632,679.28
PSPRS FIRE DB RATE - TIER 2	357.97	4,679.34	Total	<u>\$54,716.12</u>	
PSPRS FIRE DB RATE - TIER 3	3,079.19	32,209.11			
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.66	<u>Workers' Comp</u>		<u>Gross Base</u>
PSPRS FIRE DISABILITY RATE	33.51	2,343.66	ANIMAL CONTROL OFFICERS	68.46	3,042.44
PSPRS POLICE DB RATE - TIER	3,963.65	51,812.44	ATTORNEY- ALL & CLERICAL-	65.83	29,922.42
PSPRS POLICE DB RATE - TIER	1,451.02	18,967.60	AUTO SERVICE/ REPAIR	296.38	10,623.11
PSPRS POLICE DB RATE - TIER 2	925.02	12,091.70	BUILDING- NOC OPER BY	583.53	16,119.08
PSPRS POLICE DB RATE - TIER 3	4,360.32	45,470.22	BUS COMPANY AND DRIVERS	187.11	3,389.57
STANDARD LIFE ADDTNL	1,049.65	.00	CLERICAL OFFICE/ LIBRARY/	375.35	156,400.68
TRANSWESTERN MEXICAN	195.00	.00	Electrician	68.58	2,184.00
U.S. MEX DENTAL - EE &	513.25	.00	FIREFIGHTERS	323.88	9,200.64
U.S. MEX DENTAL - EE &	143.71	.00	FIREFIGHTERS & DRIVERS	5,479.87	115,366.46
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	570.78	9,132.42
US & MEX DENTAL= FAMILY	563.64	.00	Homemaker Service	41.21	1,799.83
US & MEX HEALTH = C	4,981.90	.00	MUNICIPAL/ TOWN/	798.45	45,625.57
US & MEX HEALTH = FAMILY	6,532.20	.00	PARKS- NOC ALL EMPLOYEES	723.46	23,336.98
US & MEX HEALTH = SP	1,138.72	.00	POLICE OFFICERS	6,685.84	140,755.01
VSP - VISION CHILDREN	236.98	.00	RECREATION- ALL EMPLOYEES/	252.47	18,428.40
VSP - VISION FAMILY	334.56	.00	SEWAGE DISPOSAL/ PLANT	976.67	28,392.09
VSP - VISION SPOUSE	139.40	.00	Street or Road Construction	2,444.45	27,683.47
Net	<u>\$460,393.94</u>		WATERWORKS OPERATIONS	740.76	21,347.30
			Total	<u>\$20,683.08</u>	

<u>Direct Deposits</u>	<u>Amount</u>
1st Bank Yuma	41,546.51
ACADEMY BANK	2,538.49
Bank of America	2,751.23
Bank of America CA	931.48
Bankcorp	200.00
CAPITAL ONE	328.84
Charles Sch	250.00
Chase Bank	227,645.78
CHASE BANK CA	1,629.65
CHASE BANK MORGAN	1,455.92
CHASE BANK TX	3,427.49
chase centro	1,803.20
discover	900.00
Federal Credit Union	40,387.33
FF CREDIT UNION	2,148.78
FIDELITY	190.82
FIREFIGHTER FIRST CREDIT UNION	4,693.72
HUGHES FCU	1,790.35



Pay Day Register

Pay Date Range 08/26/23 - 09/08/23

Pay Batch 202319

Monica
Castro



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mcastro@sanluisaz.gov C = US
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MECHNICS BANK	1,175.11
National Bank	1,303.74
Navy Federal	17,399.41
NBKC Bank - Acorns	435.19
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	834.13
PATHWARD	2,397.47
Sunbank	1,684.41
SUTTON BANK	1,090.31
THE FOOTHILLS BANK	750.65
VANTAGE WEST	1,641.54
WASHINGTON FEDERAL	1,196.46
Wells Fargo	87,271.65
WELLS FARGO CA	1,276.18
WELLS FARGO CALE	1,223.25
Total	<u>\$454,419.09</u>
Check	\$5,974.85

City of San Luis

Payment Register

From Payment Date: 9/11/2023 - To Payment Date: 9/15/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106961	09/12/2023	Open			Accounts Payable	BAURMANN, RICHARD	\$241.00		
106962	09/12/2023	Open			Accounts Payable	CISNEROS, JAVIER	\$241.00		
106963	09/14/2023	Open			Accounts Payable	FOP/ALC	\$375.00		
106964	09/14/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
106965	09/14/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
106966	09/14/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,244.60		
106967	09/14/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
106968	09/14/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$107.50		
106969	09/14/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,140.00		
106970	09/14/2023	Open			Accounts Payable	CAMPA, JOAQUIN	\$384.00		
106971	09/14/2023	Open			Accounts Payable	DUENAS, ANDREY	\$81.00		
106972	09/14/2023	Open			Accounts Payable	SANDOVAL, ANTONIO	\$81.00		
106973	09/14/2023	Open			Accounts Payable	VALENZUELA, SERGIO	\$81.00		
106974	09/15/2023	Open			Accounts Payable	ALONSO, FRANCIA	\$58.70		
106975	09/15/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$180.00		
106976	09/15/2023	Open			Accounts Payable	CENTURYLINK	\$5,548.81		
106977	09/15/2023	Open			Accounts Payable	CENTURYLINK	\$458.86		
106978	09/15/2023	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.65		
106979	09/15/2023	Open			Accounts Payable	FLUID ENERGIES INC.	\$396.00		
106980	09/15/2023	Open			Accounts Payable	GARCIA, JESUS	\$72.00		
106981	09/15/2023	Open			Accounts Payable	HIREQUEST LLC	\$1,208.16		
106982	09/15/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$760.82		
106983	09/15/2023	Open			Accounts Payable	LOOMIS	\$4,438.88		
106984	09/15/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$72.00		
106985	09/15/2023	Open			Accounts Payable	PEREZ, HAZIEL	\$37.00		
106986	09/15/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$830.00		
106987	09/15/2023	Open			Accounts Payable	REP FITNESS	\$231.78		
106988	09/15/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$450.00		
106989	09/15/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$8,200.00		
106990	09/15/2023	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$26,586.88		
106991	09/15/2023	Open			Accounts Payable	SANDOVAL, YAHHELL	\$270.00		
106992	09/15/2023	Open			Accounts Payable	STRYKER SALES CORPORATION	\$13,932.96		
106993	09/15/2023	Open			Accounts Payable	TORRES, EDUARDO, NOEL	\$250.00		
106994	09/15/2023	Open			Accounts Payable	XEROX CORPORATION	\$2,702.77		
106995	09/15/2023	Open			Accounts Payable	MCLOUGHLIN & EARDLEY GROUP, INC.	\$3,198.06		
Type Check Totals:					35 Transactions		\$77,210.54		
EFT									
4115	09/15/2023	Open			Accounts Payable	4 IMPRINT	\$916.65		
4116	09/15/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,826.69		
4117	09/15/2023	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00		

SCHEDULE D

Payment Register

From Payment Date: 9/11/2023 - To Payment Date: 9/15/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4118	09/15/2023	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$185,758.00		
4119	09/15/2023	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$100.00		
4120	09/15/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$3,490.87		
4121	09/15/2023	Open			Accounts Payable	BTE BODY COMPANY INC	\$7,162.29		
4122	09/15/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$2,099.46		
4123	09/15/2023	Open			Accounts Payable	CORRAL, RICARDO	\$250.00		
4124	09/15/2023	Open			Accounts Payable	DESERT WATER STORE INC	\$126.46		
4125	09/15/2023	Open			Accounts Payable	DIGITAL ROOM LLC	\$439.88		
4126	09/15/2023	Open			Accounts Payable	FRUTH GROUP INC	\$89.75		
4127	09/15/2023	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	\$26,910.39		
4128	09/15/2023	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$12,500.01		
4129	09/15/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$5,138.98		
4130	09/15/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$54,429.21		
4131	09/15/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$302.09		
4132	09/15/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$1,600.00		
4133	09/15/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$9,366.28		
4134	09/15/2023	Open			Accounts Payable	PURCHASE POWER	\$142.42		
4135	09/15/2023	Open			Accounts Payable	REPUBLIC EVS LLC	\$580.16		
4136	09/15/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$605.50		
4137	09/15/2023	Open			Accounts Payable	SAM'S CLUB	\$5,353.19		
4138	09/15/2023	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$1,650.00		
4139	09/15/2023	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$300.06		
4140	09/15/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,540.46		
4141	09/15/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$450.78		
Type EFT Totals:						27 Transactions	\$327,629.58		
1BPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
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Payment Register

From Payment Date: 9/11/2023 - To Payment Date: 9/15/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	35	\$77,210.54	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	35	\$77,210.54	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
					Open	27	\$327,629.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	27	\$327,629.58	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	62	\$404,840.12	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	62	\$404,840.12	\$0.00	
Grand Totals:					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	35	\$77,210.54	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	35	\$77,210.54	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
					Open	27	\$327,629.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	27	\$327,629.58	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	62	\$404,840.12	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	62	\$404,840.12	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.
 gov C = AD
 Date: 2023.09.15 17:20:54 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 09/27/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2290. A resolution of the City Council of the City of San Luis, Arizona, approving the First Amendment to the Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC, as approved by Resolution No. 936; repealing conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

Von Verde Development, LLC, applied for a final plat approval for Southwest Arizona Industrial Subdivision Phase 2. The proposed subdivision is located north of County 24th Street between Avenue D 1/2 and Avenue D. This industrial subdivision will contain approximately 40 acres and will consist of five (5) industrial lots. The lots range in size from 4 acres to 14 acres. The subdivision will include Assessor's Parcel Numbers 227-11-006, 227-11-007, and 227-11-008.

PRE-ANNEXATION DEVELOPMENT AGREEMENT:

These properties are part of the Pre-Annexation Development Agreement San Luis Port II Industrial Park, approved by Resolution No. 936 on April 27, 2011. The Pre-Annexation Development Agreement requires the construction of sidewalks along Avenue D. The applicant requests an amendment to the Pre-Annexation Development Agreement to remove the requirement for the construction of the sidewalks along Avenue D.

The Planning and Zoning Commission, during a Special Meeting held on October 25, 2022, recommended approval of the final plat with the condition that the Pre-Annexation Development Agreement that the City Council adopted with Resolution No. 936 be amended to remove the condition as proposed by the applicant.

EXISTING MEMORANDUM OF UNDERSTANDING:

City Council adopted Resolution No. 2234, approving a Memorandum of Understanding for Lot Split Case No. 2022-0509 (ATS Lot Split). The divided property is located on the northwest corner of Avenue D and County 25th Street. This property is not part of the Southwest Arizona Industrial Subdivision Phase 2. However, this property is within the limits of the same Pre-Annexation Agreement approved by Resolution No. 936.

The purpose of the MOU was to allow the approval of the lot split with conditions on certain public improvements, utility extensions, and future right-of-way dedication. Resolution No. 2234 is attached to this report, which includes the full MOU document. As per Section 1 Subsection (a) of the MOU, the property along Avenue D will be allowed to be developed without the requirements of sidewalks, provided the property is developed for specific industrial uses.

AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT:

Since most of the properties within the approved Pre-Annexation Agreement are represented by the same agent, the owner is requesting to remove the requirement of sidewalks along the Avenue D alignment on their new proposed industrial subdivision.

As presented by staff, the proposed amendment will incorporate the Memorandum of Understanding approved by Resolution No. 2234 to the Pre-Annexation Development Agreement approved by Resolution No. 936. In addition, this proposed amendment will include removing the sidewalk requirement along Avenue D on property north of County 24th Street, as proposed by the applicant.

STAFF RECOMMENDATION:

Staff believes that it is important that development is done following the adopted regulations that require sidewalks along arterial roads, including the Public Works Standards for streets as well as the adopted General Plan, to provide sidewalks for current and future connectivity. If sidewalks are not required now by the developer but are needed in the future the city will end up paying for its construction.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2290 AS PRESENTED.

OR

B. I MOVE TO DENY RESOLUTION NO. 2290.

Fiscal Impact

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

Attachments

Resolution No. 2290
Resolution No. 936 - Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC
Resolution No. 2234 - Memorandum of Understanding for Lot Split Case No. 2022-0509



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2290

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE FIRST AMENDMENT TO SAN LUIS PORT II INDUSTRIAL PARK, L.L.C., DEVELOPMENT AGREEMENT AS APPROVED BY RESOLUTION NO. 936; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on April 27, 2011, the City of San Luis passed Resolution No. 936 approving a development agreement with San Luis Port II Industrial Park, L.L.C., project located in San Luis, Arizona; and

WHEREAS, Resolution No. 936 was recorded on September 1, 2011, as Fee Number 2011-20087 total of pages 20 in the Official Records of the Yuma County Recorder; and

WHEREAS, the parties desire to amend such agreement;

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

SECTION 1. That the First Amendment to San Luis Port II Industrial Park, L.L.C., Development Agreement attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of September, 2023.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT SAN LUIS PORT II INDUSTRIAL PARK, LLC OF APRIL 27, 2011

This First Amendment to the Pre-Annexation Development Agreement San Luis Port II Industrial Park, LLC (this "**Amendment**") is made the ___ day of _____ 2023, by and between the City of San Luis, Arizona, an Arizona municipal corporation ("**City**"), and San Luis Port II Industrial Park, LLC, an Arizona limited liability company, "**Owner**".

RECITALS

- A. WHEREAS, on or about April 27, 2011, **City** and **Owner** executed a Pre-Annexation Development Agreement approved by Resolution No. 936 ("**Development Agreement**"). The **Development Agreement** was recorded on September 1, 2011, as Fee Number 2011-20087 total pages 20 in the Official Records of the Yuma County Recorder.
- B. WHEREAS, the **Development Agreement** became an operative Development Agreement under the provisions of A.R.S. §9-500.05.A; and
- C. WHEREAS, the **Owner** and the **City** desire to amend the **Development Agreement** provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the **Owner** and the **City** hereby amend the **Development Agreement** as follows:

SECTION 1: For the property described as Parcel C2 on the ATS Lot Split, according to the plat of record in the office of the Yuma County Recorder, in Book 34 of Plats, Page 55, the **Development Agreement** is amended to allow said parcel to be developed without the requirement of sidewalks provided the property is developed for the uses of warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this **Amendment**.

SECTION 2: It is acknowledged that the development of the proposed parcel described above is subject to a Memorandum of Understanding approved by Resolution No. 2234 and that nothing in this **Amendment** shall be considered amending or changing said agreement.

SECTION 3: Section 3.2 of the **Development Agreement** is amended to provide for the width of the right of way for Avenue D, between 24th Street and 25th Street, is to be 100 feet as an arterial street. That West of the section line on the Avenue D alignment between County 24th Street and County 25th Street, the right of way shall be 40 feet and east of that section line the right of way shall be 60 feet. That Developer shall take such actions as may be needed or necessary to presently dedicate such lands as may be needed to create the 100 feet of right of way for Avenue D between County 24th Street and County 25th Street as described in this section.

SECTION 4: No sidewalks shall be required for the Property along Avenue D north of 24th Street.

SECTION 5: Unless amended, all provisions of the **Development Agreement** of April 27, 2011 shall remain in full force and effect.

SECTION 6: This **Amendment** is subject to A.R.S. §38-511.

SECTION 7: Time is of the essence of this **Amendment**.

SECTION 8: The **Development Agreement** dated April 27, 2011, its exhibits, and this **Amendment** constitutes the entire agreement between the parties. This provision applies only to the entirety of the **Development Agreement** and this **Amendment** only, additional and separate zoning and/or subdivision stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

THE CITY OF SAN LUIS an Arizona Municipal Corporation

Nieves G. Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

THE DEVELOPER / OWNER
San Luis Port II Industrial Park, L.L.C.

Signature _____ (Print name) _____
Manager



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

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

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

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


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

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


Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. as attached hereto as Exhibit "A", is hereby approved.

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

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

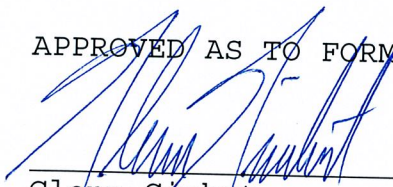

for Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

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

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

ARTICLE 2. ANNEXATION; WAIVER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. INDEMNIFICATION

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

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of

the Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

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

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

ARTICLE 5. MEDIATION AND DEFAULT

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

5.2 **Mediation.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

5.3 Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or the right to perform the obligation (s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest, at the rate of 10% per annum, on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

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

6.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

If to the City: City Administrator
 P.O. Box 1170
 1090 Union Street
 San Luis, AZ 85349

If to the Developer Manager
 San Luis Port II Industrial Park LLC
 10602 Camino Del Sol
 Yuma AZ 85367

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. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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

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

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer 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 Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5 Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

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

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

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

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

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

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

7.11 Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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

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

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


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

7.16 Employment Eligibility. Developer hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.

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

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

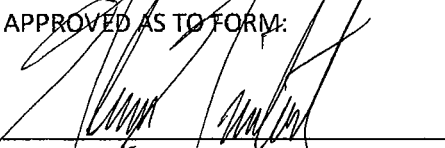
THE DEVELOPER,
San Luis Port II Industrial Park LLC

By: 
for Mayor

By: _____
Its: Manager

ATTEST:

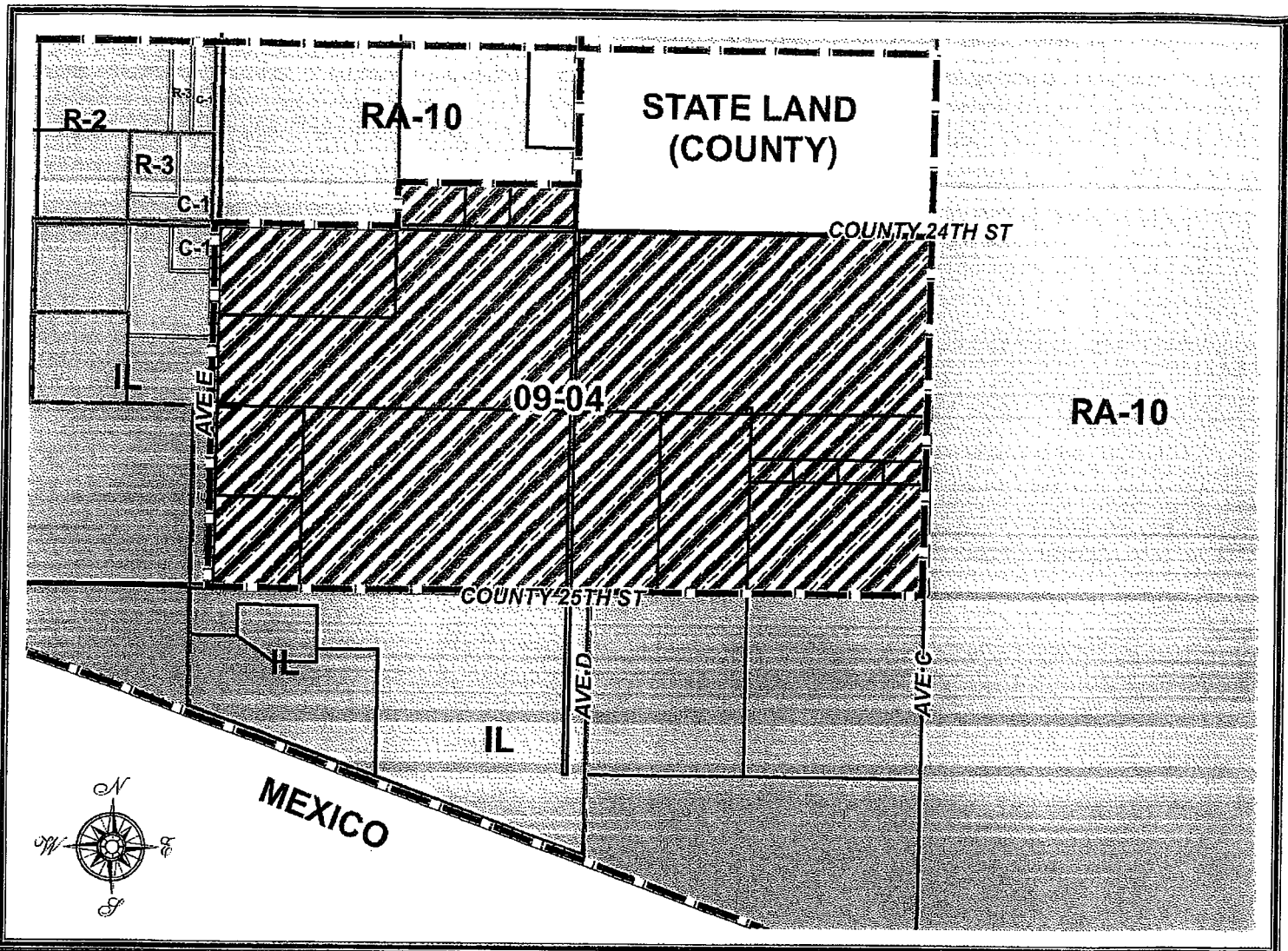
By: 
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Yuma) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona a municipal corporation.

Notary Public
My Commission Expires: _____



Annexion #:
10-01

City of San Luis, Arizona

CERTIFICATION OF MAP
MAP OF AREA TO BE ANNEXED




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

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

City Clerk

Mayor

Legend

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

REVIEWED BY _____

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

EXHIBIT "C"

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

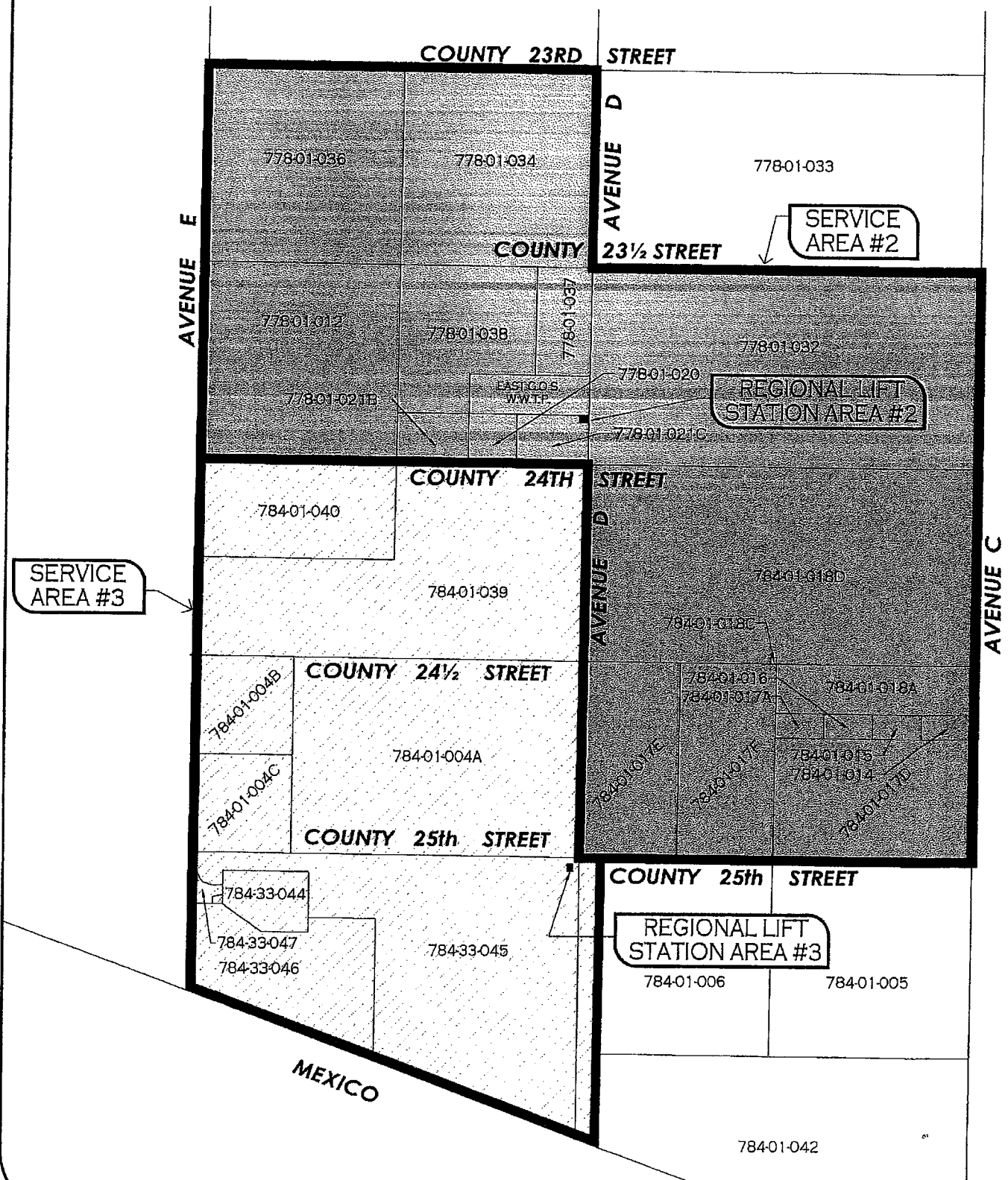


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

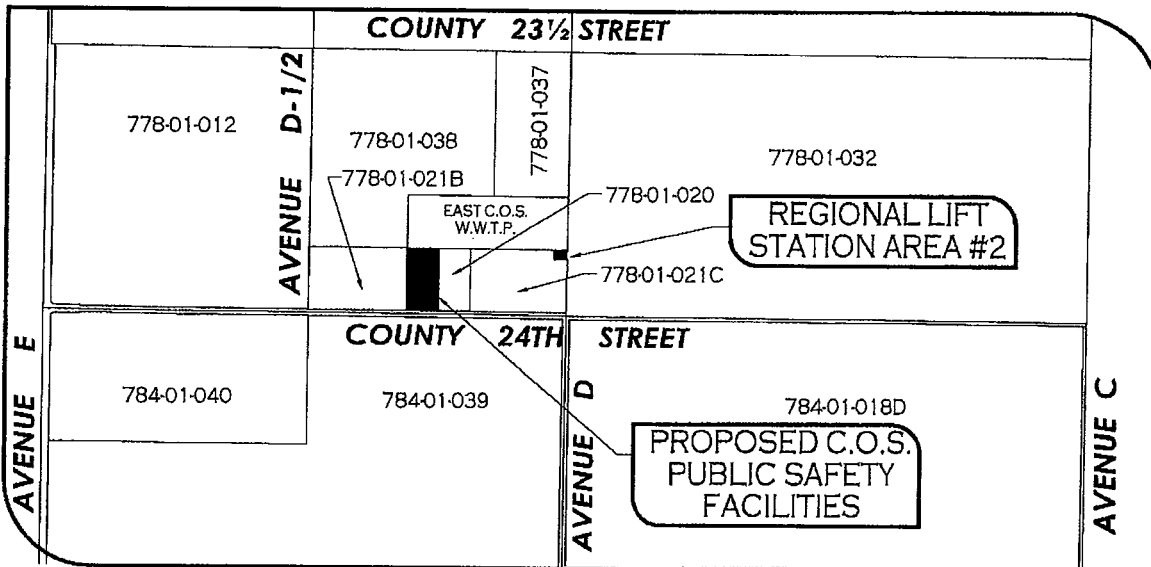
LEGAL DESCRIPTION

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

Except the south 33.00 feet.

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

Containing 5.0 acres gross more or less



LOCATION MAP

WHEN RECORDED, MAIL TO:

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

CONFORMED COPY
2022-34338 RESOLUTION
11/02/2022 03:20:12 PM Pages: 15 Fees: \$15.00
Requested By: CITY OF SAN LUIS

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2234

Memorandum of Understanding

MOY Framing Company, LLC for proposed lot split



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2234

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND RATIFYING A MEMORANDUM OF UNDERSTANDING TO CONFORM TO THE CITY COUNCIL'S OCTOBER 19TH REVISIONS CONCERNING MOY FARMING COMPANY, L.L.C.'S PROPOSED LOT SPLIT OF A PARCEL BOUNDED BY AVENUE D $\frac{1}{2}$, COUNTY 24 $\frac{1}{2}$ STREET, AVENUE D, AND COUNTY 25TH STREET.

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

Section 1: The Memorandum of Understanding between the MOY Farming Company, L.L.C. (owner of the parcel subject to Lot Split Case Number 2022-0509); Von Verde Development, L.L.C.; commitments Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company (owner of Section 13, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian); and the City ("Agreement") is incorporated into this Resolution No. 2234 as though fully set forth in full here including its exhibit.

Section 2: The City of San Luis, Arizona ("City") hereby approves and ratifies the Agreement.

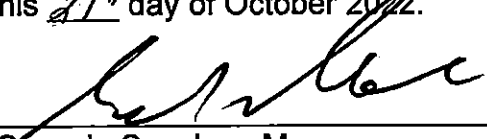
Section 3: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution No. 2234.

Section 4: If a conflict arises between the provisions of this Resolution No. 2234 and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution No. 2234 is 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 portion of this Resolution No. 2234.

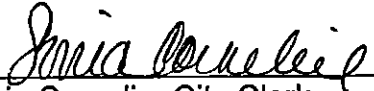
[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, APPROVED, and RATIFIED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 27th day of October 2022.



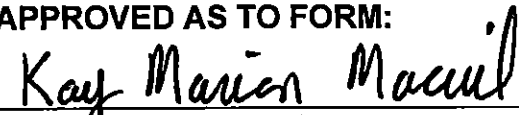
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

When recorded, mail to:

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

MEMORANDUM OF UNDERSTANDING

Comes now the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona ("City") and MOY Farming Company, L.L.C., Von Verde Development, L.L.C, and SAM Group Investment Company (Arizona entities), known as owners ("Owner") and hereby make this agreement ("Agreement") on the 27th day of October 2022 to an understanding regarding the proposed lot split for ATS Lot Split, City Lot Split Case Number 2022-0509, dividing Assessor's Parcel Number 227-14-004 located on the northwest corner of Avenue D and County 25th Street, in San Luis, Arizona.

WHEREAS, MOY Farming Company, L.L.C. is the owner of real property, Assessor's Parcel Number 227-14-004, and desires to split said parcel into two parcels pursuant to City Lot Split Case Number 2022-0509.

WHEREAS, a true and correct legal description of the property to be divided, and to which this instrument applies, is marked "Exhibit A" attached hereto, and by this reference is incorporated herein as though fully set forth again in full.

WHEREAS, Section 7.1 of the Subdivision Regulations of the City provides in part that lot splits may be approved if the division of land is into three or fewer parcels and does not involve right-of-way dedication, utility extension, or other off-site public improvements.

WHEREAS, the Subdivision Regulations of the City do not allow for a lot split process under the particular circumstances of City Lot Split Case Number 2022-0509.

WHEREAS, the purpose of this Memorandum of Understanding (Agreement) is to make appropriate provision for right-of-way dedications, utility extensions, and off-site public improvements such that the application for City Lot Split Case Number 2022-0509 can be approved.

WHEREAS, Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company are the owners of Section 13, which is adjacent to the east of Assessor's Parcel Number 227-14-004.

WHEREAS, at the October 19, 2022, San Luis City Council Special Meeting, City Council adopted commitments Von Verde Development, L.L.C.; MOY Farming Company, L.L.C.; and SAM Group Investment Company made involving Section 13,

Township 11 South, Range 24 West, Gila and Salt River Base and Meridian ("Section 13").

NOW, THEREFORE, the recitals to this Agreement are incorporated into and shall constitute part of this Agreement. Intending to be legally bound hereby, the City and Owner agree as follows:

1. Sidewalks

- a. For the property described as proposed Parcel C2 on the proposed lot split Case No. 2022-0509 ("Parcel C2"), said parcel will be allowed to be developed without the requirement of sidewalks provided the property is developed for the uses of warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this Agreement.
- b. The Owner of Parcel C2, on behalf of itself and its successors in interest, shall construct sidewalks on the proposed Parcel C2 if other uses not listed above develop on Parcel C2.

2. The Owner or its successor of Parcel C2 shall conduct a traffic impact statement or traffic study, whichever is required, and develop such improvements and dedicate such right of ways as called for by the impact statement or study or both.

3. Avenue D

a. Full Width of Avenue D Eighty Feet (80') with Listed Uses

If the uses in Section 13 and parcel C1 on the proposed lot split Case No. 2022-0509 ("Parcel C1") and Parcel C2 are for warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage within two calendar years from the date of this Agreement, then the City shall require the following:

- i. With respect to Parcel C1 and Parcel C2, the Owner, on behalf of itself and its successors in interest, will dedicate up to seven feet (7') of additional right of way along the Avenue D alignment. At the present time, the right-of-way width is thirty-three feet (33') west of the section line. The purpose of this dedication would be to add up to seven feet (7') of right-of-way to the existing thirty-three feet (33'), making the total width to be up to forty feet (40') west of the section line. This

MEMORANDUM OF UNDERSTANDING

RE: Lot Split Case No. 2022-0509 / ATS Lot Split

October 19, 2022, Resolution No. 2234

Page 3 of 10

additional dedication will be made at such time as the City of San Luis requests it. Further, the Owner, or its successors in interest, shall build one-half of an arterial road adjacent to Parcel C1 and Parcel C2 along the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

- ii. With respect to Section 13, the Owner, on behalf of itself and its successors in interest, will dedicate up to seven feet (7') of additional right of way along the Avenue D alignment. At the present time, the right-of-way width is thirty-three feet (33') west of the section line. The purpose of this dedication would be to add up to seven feet (7') of right-of-way to the existing thirty-three feet (33'), making the total width to be up to forty feet (40') west of the section line. This additional dedication will be made at such time as the City of San Luis requests it. Further, the Owner, or its successors in interest, shall build one-half of an arterial road adjacent to Section 13 of the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

b. Conditions for Full Width of Avenue D One Hundred Feet (100')

If at any time, the uses in Section 13, or proposed parcel C1 or proposed parcel C2 are uses other than those listed (specifically, the listed uses are warehouse, transfer of heavy freight, or other uses consistent with heavy truck parking and storage), then the City shall require, and the Owner of Section 13 on behalf of itself and its successors in interest commit to dedicating not only the seven feet (7') described in paragraph 3(a)(ii) but an additional twenty feet (20') for a total of sixty feet (60') west of the section line. . Further, the Owner of Section 13, or its successors in interest, shall build its share of an arterial road adjacent to Section 13 on the Avenue D alignment to City standards at the time of such a request by the City of San Luis.

4. Prior to connection to water or wastewater, improvements shall be built to the Public Works Standards of the City of San Luis and all other federal, state, and local regulations then in effect. As a condition of development of proposed parcel C2, such water and wastewater improvements and connections shall be

MEMORANDUM OF UNDERSTANDING

RE: Lot Split Case No. 2022-0509 / ATS Lot Split

October 19, 2022, Resolution No. 2234

Page 4 of 10

developed in a manner to serve the Property of the Development Agreement of April 27, 2011, passed by City Resolution No. 936.

5. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, utility extensions and off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of the City. Development of such utility extensions and off-site public improvements shall be a condition of issuing any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.
6. At such time that any lot created by City Lot Split Case Number 2022-0509 is developed, the Public Works Director determines, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, development of such street lighting and the formation of a street lighting improvement district to maintain and pay for said lighting shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
7. 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 this memorandum of understanding.
8. Any successor in interest to Owner shall be bound by the terms and conditions hereof.
9. Subject to the provisions hereof, upon compliance with the other terms and conditions of Section 7.1 of the Subdivisions Regulations and other appropriate ordinances and regulations of the City, City shall approve City Lot Split Case Number 2022-0509.

MEMORANDUM OF UNDERSTANDING

RE: Lot Split Case No. 2022-0509 / ATS Lot Split

October 19, 2022, Resolution No. 2234

Page 5 of 10


10. 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.
11. This Agreement, including Exhibit A, hereto constitute the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the property, and this provision has no effect on them.
12. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the property, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.
13. In the event of a conflict between the provisions of this Agreement and any other prior agreement between the parties hereto, the conflicting provisions are hereby rescinded and replaced, and this Agreement shall control.
14. 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.
15. 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. This Agreement is subject to the provisions of A.R.S. § 38-511.
16. 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.
17. If any party to this Agreement brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

18. 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.
19. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
20. 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.
21. To the extent permitted by law, the Owner hereby certifies (pursuant to A.R.S. §§ 35-393.02 and 35-933) that it is not boycotting the country of Israel's goods or services.

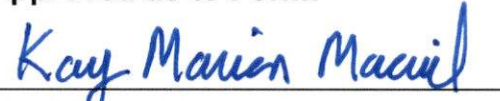
[Intentionally left blank, signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of this 27th day of October 2022.

City of San Luis, Arizona

By: 
Gerardo Sanchez, Mayor

Approved as to Form:


Kay Marion Macuil, City Attorney

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this 27th day of October 2022, by Gerardo Sanchez authorized representative of the City of San Luis, a municipal corporation of the State of Arizona, on behalf of the City of San Luis, Arizona.


Notary Public

My Commission Expires:
5/10/2026



MEMORANDUM OF UNDERSTANDING
RE: Lot Split Case No. 2022-0509 / ATS Lot Split
October 19, 2022, Resolution No. 2234
Page 8 of 10

MOY Farming Company, L.L.C.

By: David Loo
David Loo

State of)
Arizona)
County of) ss
Yuma)

The foregoing instrument was acknowledged before me this 31st day of October 2022, by David J. Loo authorized representative MOY Farming Company, L.L.C. a limited liability company of the State of Arizona, on behalf of MOY Farming Company, L.L.C.

Elizabeth A. Carpenter
Notary Public

My Commission Expires:
2-9-2026



MEMORANDUM OF UNDERSTANDING
RE: Lot Split Case No. 2022-0509 / ATS Lot Split
October 19, 2022, Resolution No. 2234
Page 9 of 10

Von Verde Development, L.L.C.

By: David Loo
David Loo

State of)
Arizona)
County of) ss
Yuma)

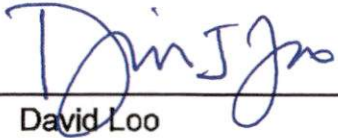
The foregoing instrument was acknowledged before me this 31st day of October 2022, by David J. Loo authorized representative of Von Verde Development, L.L.C. a limited liability company of the State of Arizona, on behalf of Von Verde Development, L.L.C.

Elizabeth A. Carpenter
Notary Public

My Commission Expires:
2-9-2026

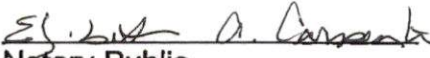


SAM Group Investment Company

By: 
David Loo

State of)
Arizona)
) ss
County of)
Yuma

The foregoing instrument was acknowledged before me this 31st day of October 2022, by David J. Loo authorized representative of SAM Group Investment Company of the State of Arizona, on behalf of SAM Group Investment Company


Notary Public

My Commission Expires:
2-9-26



Exhibit A



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 09/27/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0556F - Southwest Arizona Industrial Subdivision Phase 2 Final Plat. A request by Vega and Vega Engineering PLC, on behalf of Von Verde Development LLC, for the final plat approval of the Southwest Arizona Industrial Subdivision Phase 2 to be located on the northeast corner of Avenue D 1/2 and County 24th Street in San Luis, Arizona. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

This industrial subdivision will contain approximately 40 acres and will consist of five industrial lots. The lots range in size from 4 acres to 14 acres. Assessor's Parcel Number 227-11-006, 007 and 008.

GENERAL PLAN:

On October 12, 2021, the City Council approved Major Amendment Case No. 2021-0335, changing the land use designation of the subject properties from Employment (EMP) to Commercial (C). The existing zoning district is Light Industrial (LI) and the City of San Luis 2040 General Plan recommends light industrial uses within enclosed buildings in the commercial land use designation.

PRE-ANNEXATION DEVELOPMENT AGREEMENT:

These properties are part of the Pre-Annexation Development Agreement San Luis Port II Industrial Park, approved by Resolution No. 936, that requires the construction of sidewalks along Avenue D. The applicant is currently requesting an amendment to the pre-annexation development agreement to remove the requirement for the construction of the sidewalks along Avenue D.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission recommended approval of the final plat for Southwest Industrial Subdivision Phase 2 on October 25, 2022, with the condition that the applicant had to address some pending comments, including the proposed amendment to the pre-annexation agreement.

REVIEW TIMELINE:

The Planning and Zoning Commission approved the preliminary plat with the condition that the applicant had to address comments on the comment letters dated 6/7/22 and 8/18/22.

- On 9/26/22, the applicant submitted a response to the comment letters dated 06/07/22 and 08/18/22 and the final plat application.
- On 10/12/22, staff sent a review comment letter to the applicant in regard to the resubmitted plans dated 09/26/22.
- On 05/01/23, the applicant submitted a response to the comment letter dated 10/12/22.
- On 05/23/23, staff sent a review comment letter to the applicant in regard to the resubmitted plans dated 05/01/23.

- On 07/26/23, the applicant submitted a response to the comment letter dated 05/23/23.
- Staff reviewed the plans and the comments have been addressed, the only pending item was the pre-annexation agreement amendment for the sidewalk requirement. The proposed amendment will be presented to the City Council during the same meeting of this final plat.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the final plat for the Southwest Arizona Industrial Subdivision Phase 2.

Staff recommends approval of the final plat with the condition that an amendment to the existing pre-annexation development agreement is approved by the City Council to remove the construction of sidewalks along Avenue D as proposed by the applicant. However, if no amendment to the pre-annexation agreement is approved, then the applicant will have to provide sidewalks along Avenue D. Therefore, the recommended motion will allow the applicant to move forward with the project whether the amendment to the pre-annexation agreement is approved or not.

RECOMMENDATION / SUGGESTED MOTION:

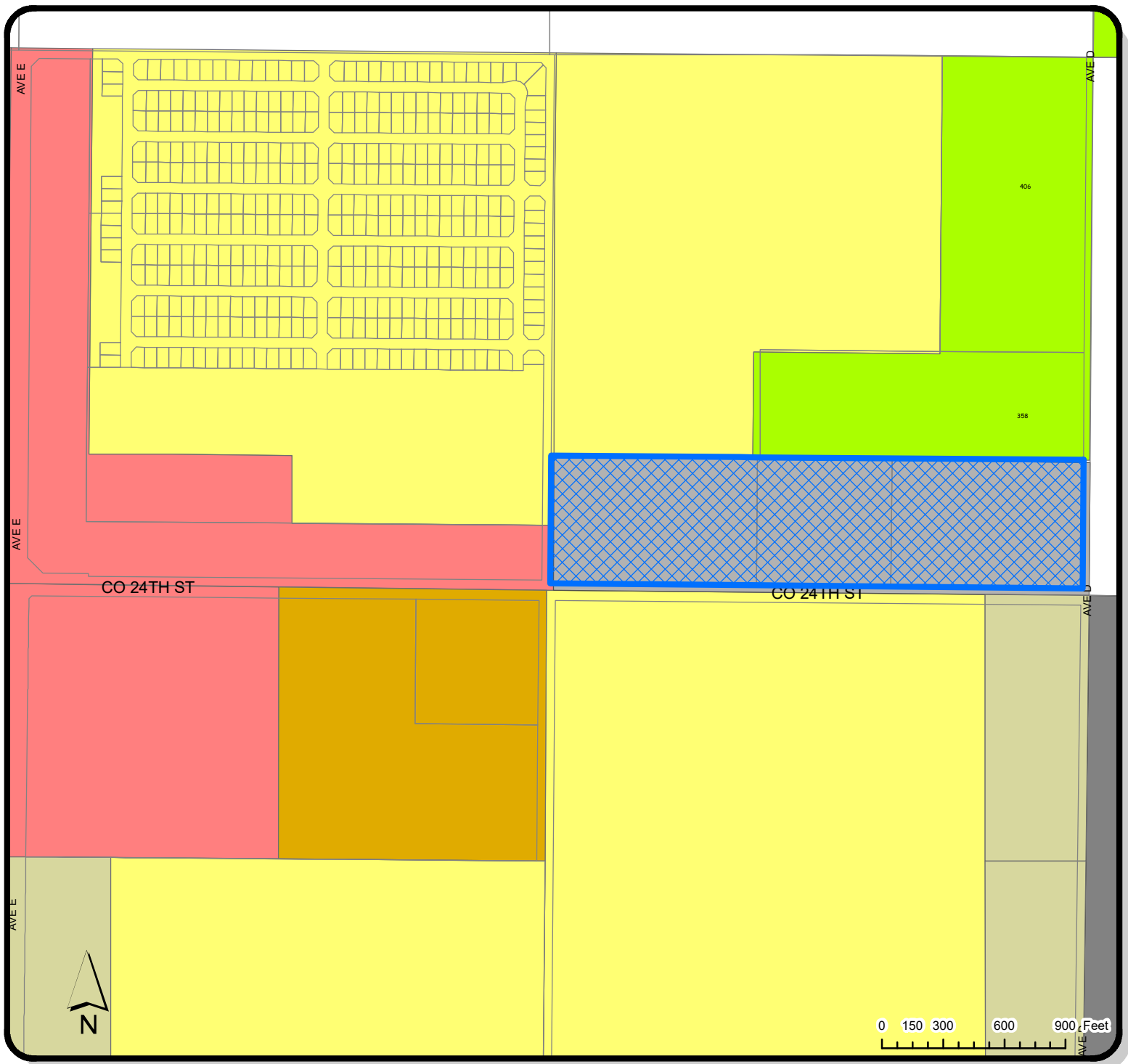
I MOVE TO APPROVE SUBDIVISION CASE NO. 2022-0556F WITH THE CONDITION THAT THE APPLICANT MEETS THE CONDITIONS OF THE PRE-ANNEXATION AGREEMENT APPROVED BY RESOLUTION NO. 936 OR ANY DEVELOPMENT AGREEMENT AMENDING THE PRE-ANNEXATION AGREEMENT APPROVED BY RESOLUTION NO. 936.

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

Location Map
 Final Plat - Southwest Industrial Subdivision Phase 2
 Resolution No. 936 - Pre-Annexation Development Agreement San Luis Port II Industrial Park LLC



LOCATION OF SUBJECT PROPERTIES

LOCATION MAP

SUBDIVISION



Assessor's Parcel Number:
226-11-006, 226-11-007 & 226-11-008

CASE #
2022-0556F

Zoning

- SINGLE RESIDENCE ZONING DISTRICTS
 - R1-8
- MULTIPLE RESIDENCE ZONING DISTRICTS
 - R-2
 - R-3
- COMMERCIAL ZONING DISTRICTS
 - C-2
- INDUSTRIAL ZONING DISTRICTS
 - U

DATE:
9/29/2022

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
FERNANDO VILLEGAS

APPROVED BY:
JOSE A. GUZMAN

SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - (PHASE 2)

FINAL PLAT

INDEX:

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Paving and Grading Plan	-----	2
Water and Sewer Plan	-----	3
Sewer Plan and Profile	-----	4
Sewer Plan and Profile	-----	5
Construction Details	-----	6

GENERAL CONSTRUCTION NOTES:

- THE LOCATION OF UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. UTILITIES SHOWN HERE ARE FOR THE PURPOSE OF ASSISTING THE CONTRACTOR IN LOCATING SAID UTILITIES. THE CONTRACTOR IN ACCORDANCE WITH ARIZONA STATUTES SHALL CONTACT THE ARIZONA BLUE STATE CENTER AT 400 780 5345 AT LEAST 48 HOURS WAY PRIOR TO THE BEGINNING OF CONSTRUCTION AND OBTAIN ON-SITE UTILITIES LOCATIONS. CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE CONTRACTOR EXPENSE.
- ALL CITY REQUIRED COMPACTION AND LABORATORY TESTS SHALL BE FURNISHED BY THE CONTRACTOR TO THE CITY PRIOR TO ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR TWO YEARS AFTER THE FINAL ACCEPTANCE. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE SERVICED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE.
- ALL ROAD SURFACES, EASEMENTS OR RIGHT OF WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THIS IMPROVEMENTS ARE TO BE RESTORED COMPLETELY BY THE CONTRACTOR TO THE BEFORE CONSTRUCTION CONDITION OR BETTER.
- DURING CONSTRUCTION, THE DEVELOPER/OWNER IS SOLELY RESPONSIBLE FOR INSURING THE PROPER FUNCTIONING OF THE EROSION AND SEDIMENT CONTROL MEASURES. THE DEVELOPER/OWNER SHALL TAKE WHATEVER MEASURES ARE REQUIRED TO INSURE THAT NO SEDIMENT LEAVES THE SITE.
- REFER TO SHEETS 1 OF 1 OF FINAL PLAT FOR ALL CORRECT DIMENSIONS.
- SEE SUBDIVISION PLAN FOR ALL BOUNDARY INFORMATION AND DIMENSIONS; DO NOT SCALE.
- ALL MATERIALS AND CONSTRUCTION HEREON SHALL CONFORM TO CITY OF SAN LUIS STANDARDS (CITY OF SAN LUIS STANDARD DETAILS, MAG SPECIFICATIONS, CITY OF SAN LUIS SUPPLEMENT), AS ADOPTED BY THE CITY OF SAN LUIS. STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS UNLESS OTHERWISE SHOWN ON THESE PLANS.
- THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THE PROJECT WILL BE BALANCE DUE TO VARIOUS FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
- NO STREET, WATER, SEWER AND IMPROVEMENTS TO BE ACCEPTED BY THE CITY OF SAN LUIS FOR MAINTENANCE UNLESS AS-BUILT, CERTIFIED, REPRODUCIBLE PLANS ARE FILED WITH AND ACCEPTED BY THE CITY OF SAN LUIS PUBLIC WORKS DEPARTMENT.
- CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH LOCAL, LOCAL, STATE, AND FEDERAL SWPPP REQUIREMENTS AND BMP.

OWNER:

VORN VERDE DEVELOPMENT, LLC.
1600 COLUMBIA DR. SCL
YUMA, AZ 85367

BASIS OF BEARING

THE CENTERLINE OF SECTION 11, T11S, R24W, G4E3&4M, YUMA COUNTY, ARIZONA, BEING THE BINE THE CENTERLINE OF COUNTY 24TH STREET, IS ORIGIN ON BALANCE SECTION OF SEC. 11, T11S, R24W, G4E3&4M, UNED STATES DEPT. OF THE INTERIOR, BUREAU OF RECLAMATION, YUMA COUNTY, ARIZONA.
BEARING N 89°32'26" W

BENCHMARK:

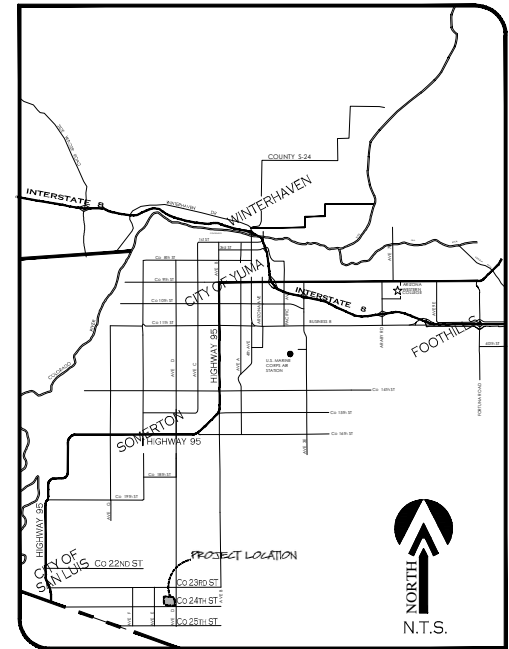
TOP OF ROUND BRASS CAP W/ 1.5 (1/2")
LOCATED AT THE INTERSECTION
OF AVENUE D AND COUNTY 24TH STREET
BEING THE N.E. COR. OF SEC. 11, T11S, R24W,
ELEVATION: 166.16 FEET

ENGINEER:


2619 S. AVE. 2 1/2 E. STE#3 928-329-0000 Tel
Yuma, AZ 85364 928-247-6232 Fax
www.vegavega.com

LEGEND

	INDICATES EX. ASPHALT PAVEMENT
	INDICATES EX. CONCRETE
	INDICATES BOUNDARY LINE
	INDICATES CENTERLINE
	INDICATES RIGHT-OF-WAY LINE
	INDICATES EX. CURB WALL
	INDICATES EX. WATER LINE
	INDICATES EX. SEWER LINE
	INDICATES NEW ASPHALT PAVEMENT
	INDICATES NEW CONCRETE
	INDICATES NEW CURB WALL
	INDICATES EX. CONDUITS BETWEEN
	INDICATES NEW SANITARY SEWER LINE
	NEW SEWER BUBB
	NEW SEWER MANHOLE
	NEW 4" PVC SEWER SERVICE
	INDICATES NEW WATER SERVICE
	NEW 1/2" W/ END PLUG AND THRUST BLOCK
	NEW WATER VALVE
	NEW FIRE HYDRANT
	NEW TEMPORARY BLOWOFF VALVE
	INDICATES LOT NUMBERS
	NEW STREET LIGHT
	NEW YUMA COUNTY B.D. DETAIL NO. 4040 SUBD BOUNDARY MONUMENT
	NEW YUMA COUNTY B.D. DETAIL NO. 4050 STREET MONUMENT
	EXISTING MONUMENT (TYPE AS SHOWN)
	INDICATES BRASS CAP
	INDICATES YUMA COUNTY RECORDS
	INDICATES LOCATED
	INDICATES CALCULATED DATA
	INDICATES MEASURED DATA
	INDICATES ENGINEERING ELECTRICAL BOX
	INDICATES ENGINEERING GAS FIDDLE
	INDICATES ENGINEERING MANHOLE
	INDICATES ENGINEERING FIRE HYDRANT
	INDICATES ENGINEERING WATER METER
	INDICATES ENGINEERING WATER VALVE
	INDICATES EX. CURB ELEVATION
	INDICATES EX. SIDEWALK ELEVATION
	INDICATES EX. ASPHALT ELEVATION
	INDICATES EX. NATURAL SOIL ELEVATION
	INDICATES NEW ASPHALT ELEVATION
	INDICATES NEW CURB ELEVATION
	INDICATES NEW GUTTER ELEVATION



VICINITY MAP

N.T.S.

Cover Sheet

SOUTHWEST ARIZONA INDUSTRIAL
SUBDIVISION - (PHASE 2)



DATE:	
SCALE:	N.T.S.
DRAWN BY:	JOS # 1001746
CHECKED BY:	

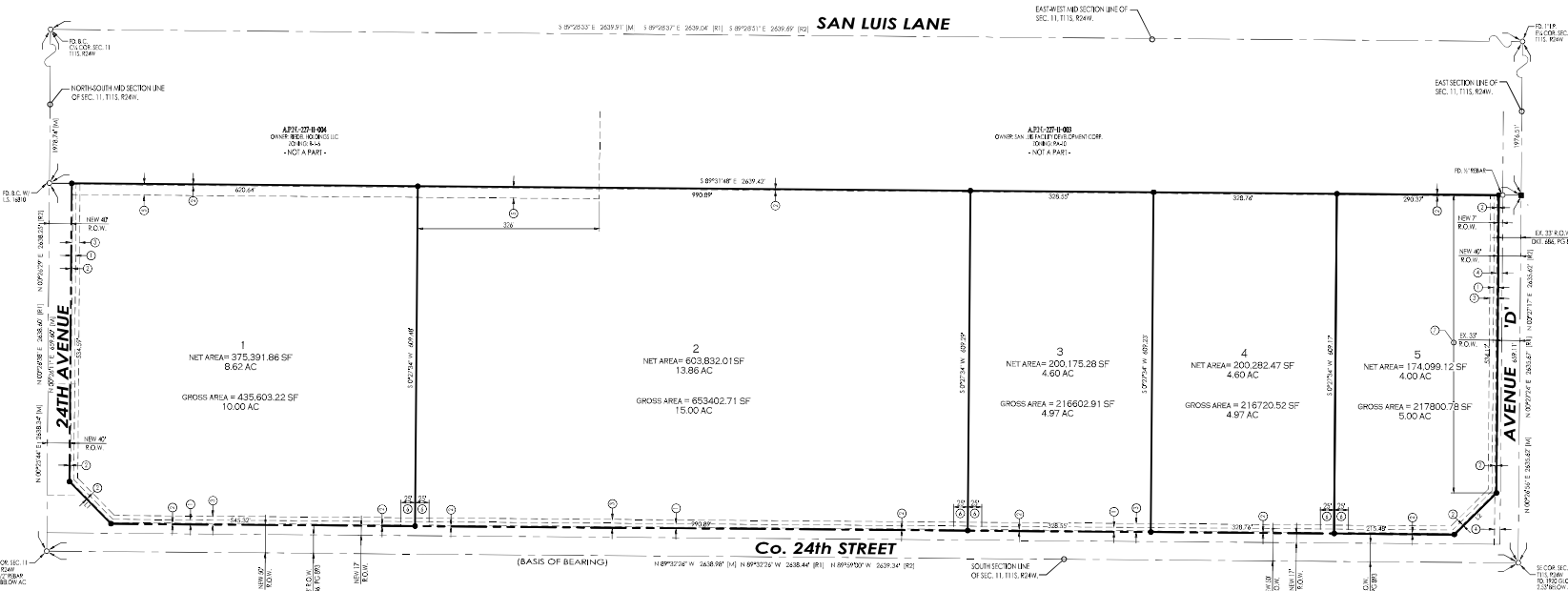
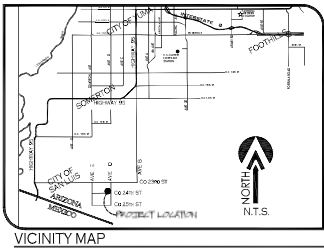
Sheet
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CALL TWO HOURS BEFORE YOU DIG
1-800-STAKE-IT

VEGA VEGA ENGINEERS
2619 S. AVE. 2 1/2 E. STE#3 YUMA, AZ 85364
TEL: 928-329-0000 FAX: 928-247-6232
V.V.#@vegavega.com

SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - (PHASE 2)

A SUBDIVISION OF A PORTION OF THE S 1/2 OF THE SE 1/4 OF
SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
JULY OF 2023 ACREAGE: 39.95 AC



APPROVED

STATE OF ARIZONA }
COUNTY OF YUMA }

THE SUBJECT HEREIN HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR

CITY MANAGER

DIRECTOR OF DEVELOPMENT SERVICES

CITY ENGINEER

CITY PUBLIC WORKS DIRECTOR

- LEGEND**
- INDICATES BOUNDARY LINE
 - - - - - INDICATES CENTERLINE
 - INDICATES EASEMENT LINE
 - 2 INDICATES LOT NUMBER
 - NEW YUMA COUNTY STD. DETAIL NO. 4382 SURVEY BOUNDARY MONUMENT
 - NEW YUMA COUNTY STD. DETAIL NO. 4382 3" IRON MONUMENT
 - EXISTING MONUMENT TYPE AS SHOWN
 - B.C. INDICATES BRASS CAP
 - F.C.B. INDICATES GENERAL LAND OFFICE
 - G.L.O. INDICATES GENERAL LAND OFFICE
 - N.A.E. INDICATES NON-ACCESS EASEMENT
 - [M] INDICATES MEASURED DATA
 - [R1] DATA REFERS TO BALANCED SECTION OF SEC. 11, T11S, R24W, G.&S.R.B.&M., UNDEVELOPED PORTION OF THE INTERIOR BUREAU RECLAMATION.
 - [R2] DATA REFERS TO THE ADJACENT SAN LUIS PORT LOT SURF AS RECORDED IN BOOK 53, PAGE 644, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY.

- KEYNOTES**
- 1 NEW 8' UTILITY EASEMENT
 - 2 NEW 1' NON-ACCESS EASEMENT
 - 3 NEW 15' DRAINAGE EASEMENT
 - 4 EX. 10' AIR UTILITY EASEMENT AS PER PER P22 & 201-02 RECORDED IN THE G.&S.R.B.&M. YUMA COUNTY, AZ
 - 5 NEW 20' LANDSCAPE BUFFER TO BE CONSTRUCTED UPON LOT DEVELOPMENT
 - 6 NEW 25' SHARED DRIVEWAY ACCESS EASEMENT
 - 7 A 6" HIGH CONU WALL WILL BE REQUIRED ON THE EAST PROPERTY OF LOT #1, UPON LOT DEVELOPMENT.

OWNER OF RECORD:
VON VERDE DEVELOPMENT
10001 L CAMINO DEL SOL,
YUMA, AZ 85327

- NOTE**
- PROPERTY CORNERS TO BE MARKED BY 1/2" DIA BRASS NIPER TAGGED WITH CAP L.S. 14228
 - PROJECT 20414010

BASIS OF BEARING

THE SOUTH SECTION LINE OF SECTION 11, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, BEING THE LINE THE CENTERLINE OF CO. 24TH STREET, AS SHOWN ON BALANCED SECTION OF SEC. 11, T11S, R24W, G.&S.R.B.&M., UNITED STATES DEPT. OF THE INTERIOR BUREAU RECLAMATION, BEARING N89°32'26"W

LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)
L1	S44°32'21"E	106.09
L2	N40°27'31"E	106.69

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT VON VERDE DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY, A SUBDIVISION OF A PORTION OF THE S 1/2 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 11 SOUTH RANGE 24 WEST, COUNTY OF YUMA, ARIZONA, AT YUMA, ARIZONA, TO BE SUBDIVIDED INTO 05 LOTS UNDER THE NAME OF SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 2 AND HEREBY DECLARED THAT THE ACCOMPANYING PLAT SET FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE CONVEYED LOTS AND SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 2. THE FACTS OF THIS SHALL BE KNOWN BY THE NUMBER OF EACH PROPERTY OWNED THAT THE EASEMENTS ARE DEDICATED FOR THE USE SHOWN AND DEFINED ON EACH MAP AND AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith.

IN WITNESS WHEREOF, VON VERDE DEVELOPMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE SET FORTH AND BEING COMPANY HAS TO BE SET FORTH AS IT IS SET FORTH IN THE SIGNATURE OF DAVID L. DOO, AS MANAGER OF INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAN GROUP INVESTMENT CO. LIMITED PARTNERSHIP, GENERAL PARTNER OF VON VERDE DEVELOPMENT LLC, TO BE SET FORTH ON THIS DATE: 7/20/23

DAVID L. DOO
MANAGER OF INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF
SAN GROUP INVESTMENT CO. LIMITED PARTNERSHIP, GENERAL PARTNER OF
VON VERDE DEVELOPMENT LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YUMA }

ON THE _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED
NOTARY PUBLIC, PERSONALLY APPEARED DAVID L. DOO, AS MANAGER OF INVESTMENT
COMPANY, L.L.C., GENERAL PARTNER OF SAN GROUP INVESTMENT CO. LIMITED
PARTNERSHIP, GENERAL PARTNER OF VON VERDE DEVELOPMENT LLC,
IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ELABORATED BY: VHV21-940

VEGA & VEGA
REGISTERED PROFESSIONAL LAND SURVEYORS
2915 S. 44th Street, Ste. 118 • 928-229-0000 Tel
Yuma, AZ 85365 • 928-247-6202 Fax
www.vega-hv.com

LAND SURVEYOR'S CERTIFICATE:

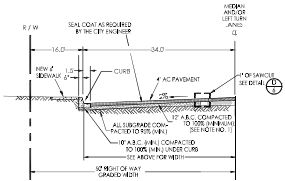
I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MAP CORRECTLY REPRESENTS AS A SURVEY THE PROPERTY DESCRIBED HEREIN AND THAT ALL INFORMATION ACTUALLY FIELD AND BY INSTRUMENTS CORRECTLY SHOWN ON THE MAP IS THE TRUE AND ACCURATE REPRESENTATION OF THE LAND AND INSTRUMENTS BEING SURVEYED TO BE RECORDED IN THE PUBLIC COURTS OF ARIZONA AND IS CORRECTLY SHOWN IN THE PUBLIC RECORDS.

BY: *David L. Vega* 14228
DAVID L. VEGA, P.L.S., No. 15528
JULY 20, 2023

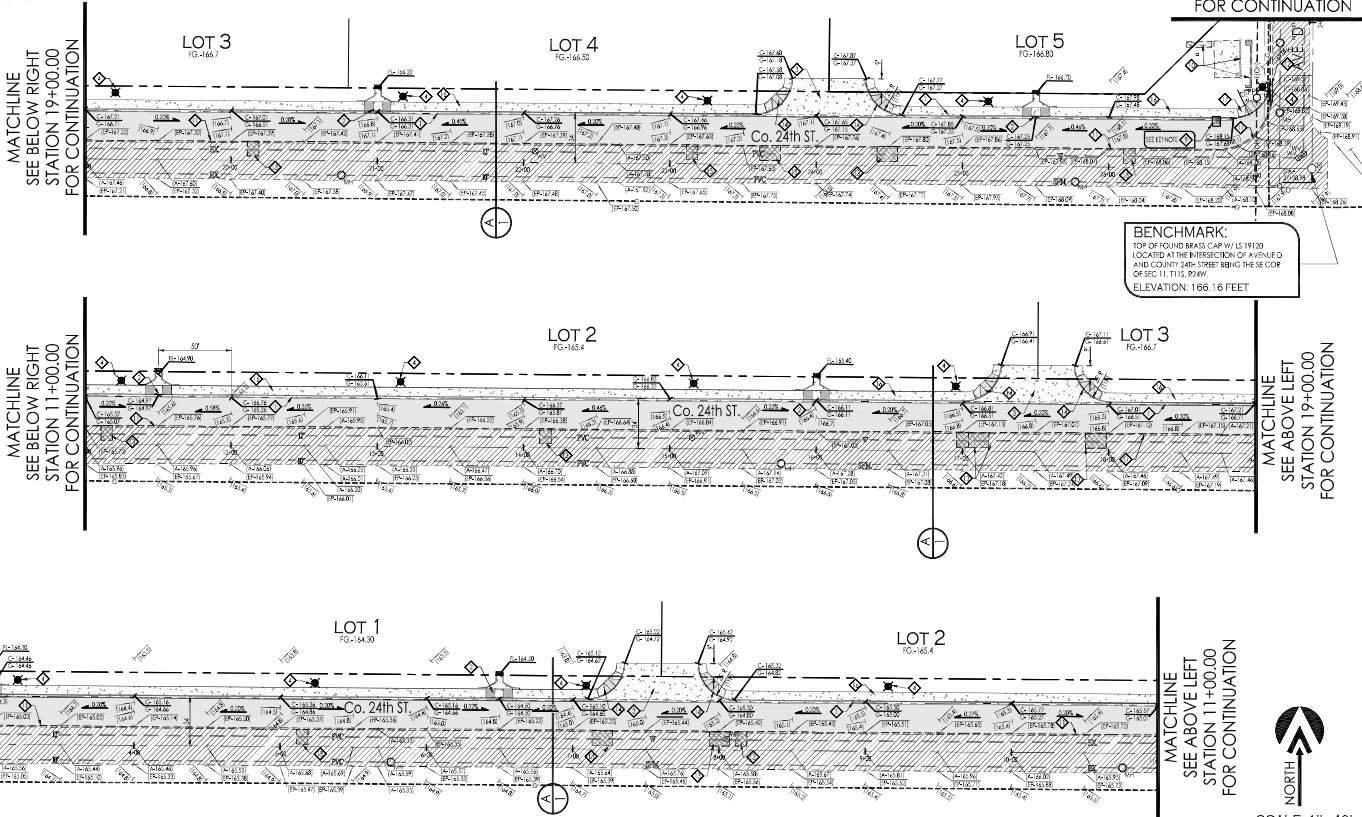
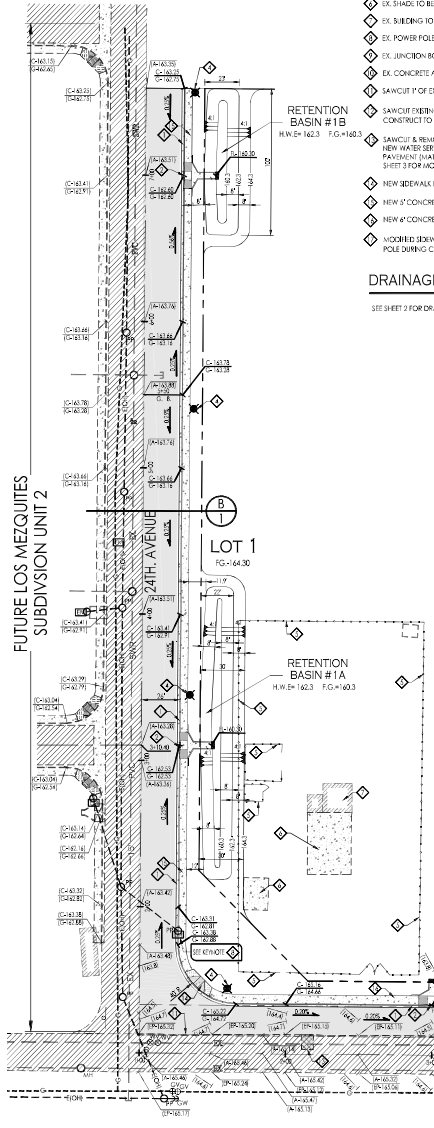
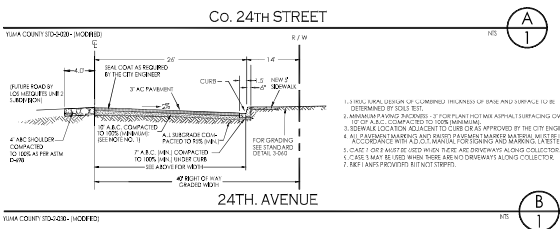
BENCHMARK:
LOS MEZQUITES SUBDIVISION UNIT 2
 TOP OF BRASS CAP LOCATED AT THE W/4 COR. OF SEC. 11, T11S, R24W.
 LOCATED FOUND I.C. GLO 1900IN HAND HOLE
 ELEVATION: 156.96 FEET
 BENCHMARK AT THE BENCHMARK ON THE PROJECT
 ELEVATION: 157.87 FEET
 BENCHMARK ADJUSTMENT = +0.91' TO MATCH LOS MEZQUITES UNIT 2 DATUM

- KEYNOTES:**
- ◆ NEW VERTICAL CURB & GUTTER - AS PER C.O.Y. STD. 3-300
 - ◆ NEW EXPRESS DRIVEWALK AND 4" CONCRETE SPLAWAY - SEE DETAIL 1
 - ◆ NEW DRIVEWAY DRIVEWALK WITH CURB RETURN - AS PER C.O.Y. STD. 3-103
 - ◆ NEW STREET LIGHT - TYPE (4' JOUENMENT) AS PER C.O.Y. STD. 7-010 AND C.O.Y. STD. 7-415
 - ◆ EX. FENCE TO BE REMOVED
 - ◆ EX. SHED TO BE REMOVED
 - ◆ EX. BUILDING TO BE REMOVED
 - ◆ EX. POWER POLE AND ELECTRICAL SERVICE TO BE RELOCATED
 - ◆ EX. JUNCTION BOX TO BE RELOCATED
 - ◆ EX. CONCRETE AND WALL STRUCTURES TO BE REMOVED
 - ◆ SAWCUT EXISTING PAVEMENT. REMOVE AND REPLACE WITH NEW PAVEMENT - SEE DETAIL 2
 - ◆ SAWCUT EXISTING VERTICAL CURB AND GUTTER AS NEEDED TO MATCH WITH NEW CURB RETURN. CONSTRUCT TO MATCH
 - ◆ SAWCUT & REMOVE EX. PAVEMENT AS NEEDED FOR CONSTRUCTION OF NEW WATER SERVICES AND FIRE HYDRANTS. AND REPLACE WITH NEW PAVEMENT (MATCH TO EX. IF POSSIBLE). CONSTRUCT TO MATCH. REFER TO SHEETS FOR MORE INFORMATION
 - ◆ NEW SIDEWALK RAMP - AS PER C.O.Y. STD. 3-145
 - ◆ NEW 4" CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
 - ◆ NEW 4" CONCRETE SIDEWALK - AS PER C.O.Y. STD. 3-135
 - ◆ MODIFIED SIDEWALK RAMP - AS PER C.O.Y. STD. 3-145. PROTECT EXISTING POWER POLE DURING CONSTRUCTION

DRAINAGE REPORT
 SEE SHEET 2 FOR DRAINAGE REPORT



- NOTES**
1. Structural design of concrete thickness of base and surface to be determined by soil tests. While the soil test may require a greater paving thickness, the following minimum paving thickness is required: for 10' or 12' span for new asphalt concrete pavement.
 2. Slope of gutter adjacent to curb or driveway shall be approved by the City Engineer.
 3. All pavement striping and/or related pavement markings shall be in accordance with ADOT manual for striping and markings. Labelation with the exception of driveway striping shall be marked and signed in accordance with Standard Detail 2-05.
 4. Refer to Standard Detail 2-03 for take path information.
 5. Base paths adjacent to curb and/or street may require the setting of street curbside 18" to accommodate 12" minimum width for two-way bike path. Right-of-way may vary. Utility corridors. The 18" to 24" width of right-of-way, width needed for an outer America plus take path beyond the 28' shown.



VEGA & VEGA
 REGISTERED PROFESSIONAL ENGINEERS
 2619 S. AVE. 216 E. STE 13
 TULSA, AL. 35406
 TEL: 918-339-0000
 FAX: 918-339-0002
 VAV@vegaengineers.com

Paving and Grading Plan
SOUTHWEST ARIZONA INDUSTRIAL
SUBDIVISION - (PHASE 2)



NO. 30475
 VEGA & VEGA
 REGISTERED PROFESSIONAL ENGINEERS

DATE: OCTOBER 12, 2022
 CHECKED: VVC
 SHEET

NORTH
 SCALE: 1"=40'

DRAINAGE REPORT

STREET RUNOFF
 USING THE RATIONAL METHOD
 Q = CIA * PEAK RUNOFF (VOL.)
 (C) PEAK RATE RUNOFF = 0.50
 (I) INTENSITY OF RAINFALL = 1.22 IN / HR
 (A) DRAINAGE AREA = H AC
 Q = PEAK RUNOFF (CF)
 TOTAL RUNOFF = 7200 (Q IN CFS) = G IN CF

LOT RUNOFF
 USING THE RATIONAL METHOD
 Q = CIA * PEAK RUNOFF (VOL.)
 (C) PEAK RATE RUNOFF = 0.50
 (I) INTENSITY OF RAINFALL = 1.22 IN / HR
 (A) DRAINAGE AREA = H AC
 Q = PEAK RUNOFF (CF)
 TOTAL RUNOFF = 7200 (Q IN CFS) = G IN CF

NOTE:
 INDIVIDUAL DRAINAGE REPORTS WILL BE
 REQUIRED FOR EACH LOT WHEN
 DEVELOPED.

LOT	LOT AREA AC	VOLUME REQUIRED CF	STREET DRAINAGE AREA #	STREET AREA AC	VOLUME REQUIRED CF	TOTAL RUNOFF VOLUME CF	LOT ONSITE RETENTION 1/2 OF AREA & 5 FEET DEEP
1	8.62	60,575	2	0.39	7,056	72,599	93,648
			3	0.63	4,918		
2	13.86	97,397	4	0.63	4,918	106,397	150,938
3	4.60	32,323	5	0.51	4,022	32,323	50,044
4	4.60	32,323	6	0.43	4,918	37,293	50,071
5	4.30	28,109	7	0.39	3,096	35,405	43,525
			8	0.69	5,400		

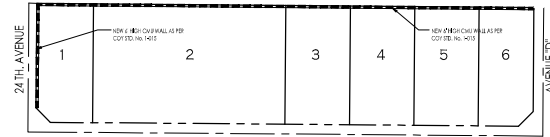
STREET RUNOFF FOR AREAS 1A & 1B
 USING THE RATIONAL METHOD
 Q = CIA * PEAK RUNOFF (VOL.)
 (C) PEAK RATE RUNOFF = 0.50
 (I) INTENSITY OF RAINFALL = 1.22 IN / HR
 (A) DRAINAGE AREA = H AC
 Q = PEAK RUNOFF (CF)
 TOTAL RUNOFF = 7200 (Q IN CFS) = G IN CF

STORAGE VOLUME PROVIDED

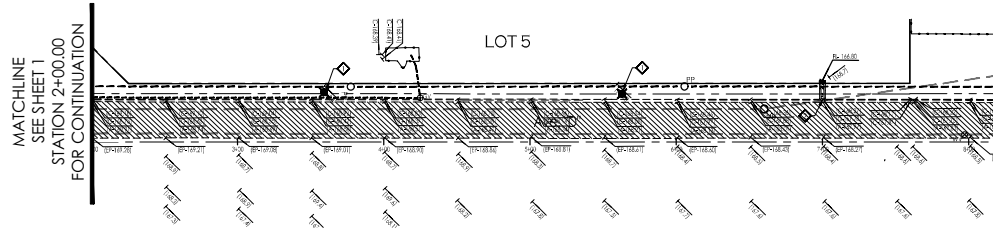
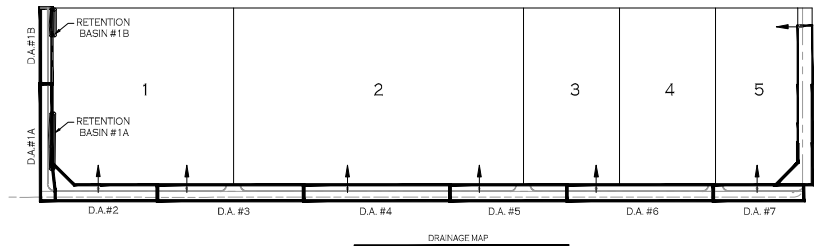
RETENTION BASIN 1A
 TOP AREA = 4,153 SF
 BOTTOM AREA = 903 SF
 DEPTH = 2.0 FT
 VOL. PROVIDED = (4,153 + 903) (2.0)
 TOTAL VOL. PROVIDED = 5,056 CF

RETENTION BASIN 1B
 TOP AREA = 2,250 SF
 BOTTOM AREA = 599 SF
 DEPTH = 2.0 FT
 VOL. PROVIDED = (2,250 + 599) (2.0)
 TOTAL VOL. PROVIDED = 2,899 CF

DRAINAGE AREA #	AREA AC	VOLUME REQUIRED CF	RETENTION BASIN	VOLUME PROVIDED CF	F.S.
1A	0.46	3,672	1	5,056	1.38
1B	0.19	1,502	2	2,899	1.87



Co. 24th St.
CMU WALL PLAN
 SCALE: 1"=300'



- KEYNOTES:**
- NEW STREET HEIGHT - TYPE A (10'00" LUMEN) AS PER C.O.Y. STD. 2010 AND C.O.Y. STD. 70-10. CONTRACTOR TO PROVIDE FORING TUBES DURING CONSTRUCTION. IF DAMAGE OCCURS, CONTRACTOR TO REPAIR AT HIS OWN EXPENSE.
 - NEW 3" CURB OFFRING AND CONCRETE SPALLWAY - SEE DETAIL.

NORTH
 SCALE: 1"=40'



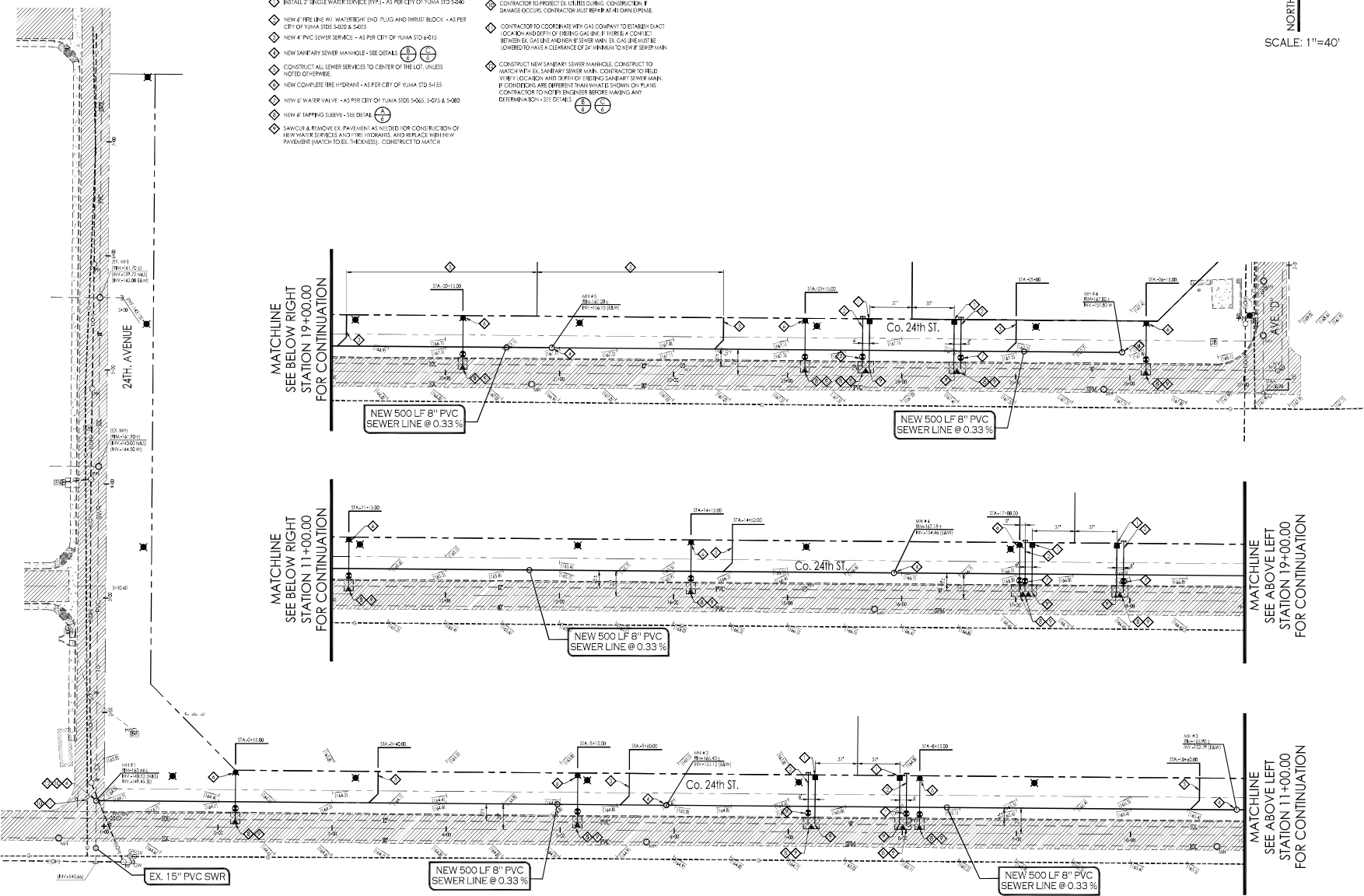
NOTED:
 C.O.S.I. COMMENT LETTER
 DATED: OCTOBER 12, 2022

SCALE: N.T.S. DATE: JULY 2023
 Designer: [Signature] Checked: [Signature]



KEYNOTES:

- ◆ INSTALL 2" SINGLE WATER SERVICE (TYP.), AS PER CITY OF YUMA STD 5-040
- ◆ NEW 6" HDPE LINE W/ WATERBIGHT END PLUGS AND INLET BLOCK - AS PER CITY OF YUMA STD 5-035 & 5-035
- ◆ NEW 4" PVC SEWER SERVICE - AS PER CITY OF YUMA STD 4-015
- ◆ NEW SANITARY SEWER MANHOLE - SEE DETAILS (P) (R)
- ◆ CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT, UNLESS NOTED OTHERWISE.
- ◆ NEW COMPLETE FIRE HYDRANT - AS PER CITY OF YUMA STD 5-155
- ◆ NEW 6" WATER VALVE - AS PER CITY OF YUMA STD 5-065, 5-070 & 5-080
- ◆ NEW 6" TAPPING SLEEVE - SEE DETAIL (T)
- ◆ SAWCUT & REMOVE EX. PAVEMENT AS NEEDED FOR CONSTRUCTION OF NEW WATER SERVICES AND FIRE HYDRANTS, AND REPLACE WITH NEW PAVEMENT MATCH EX. THICKNESS. CONSTRUCT TO MATCH.
- ◆ CONTRACTOR TO PROTECT EX. UTILITIES DURING CONSTRUCTION. IF DAMAGE OCCURS, CONTRACTOR MUST REPAIR AT HIS OWN EXPENSE.
- ◆ CONTRACTOR TO COORDINATE WITH GAS COMPANY TO ESTABLISH EXACT LOCATION AND DEPTH OF EXISTING GAS LINE IF THERE IS A CONFLICT BETWEEN EX. GAS LINE AND NEW 4" SEWER MAIN. EX. GAS LINE MUST BE LOWEDED TO HAVE A CLEARANCE OF 24" MINIMUM TO NEW 4" SEWER MAIN.
- ◆ CONSTRUCT NEW SANITARY SEWER MANHOLE. CONSTRUCT TO MATCH WITH EX. SANITARY SEWER MAIN. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING SANITARY SEWER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS, CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION - SEE DETAILS (P) (R)



MATCHLINE
SEE BELOW RIGHT
STATION 19+00.00
FOR CONTINUATION

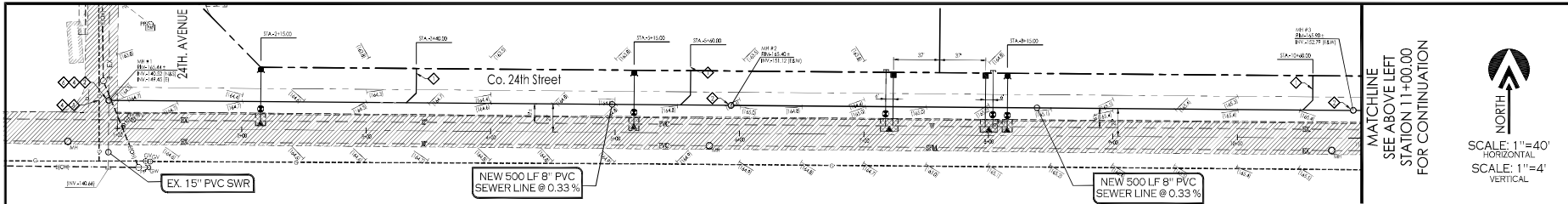
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FOR CONTINUATION

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STATION 19+00.00
FOR CONTINUATION

MATCHLINE
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STATION 11+00.00
FOR CONTINUATION



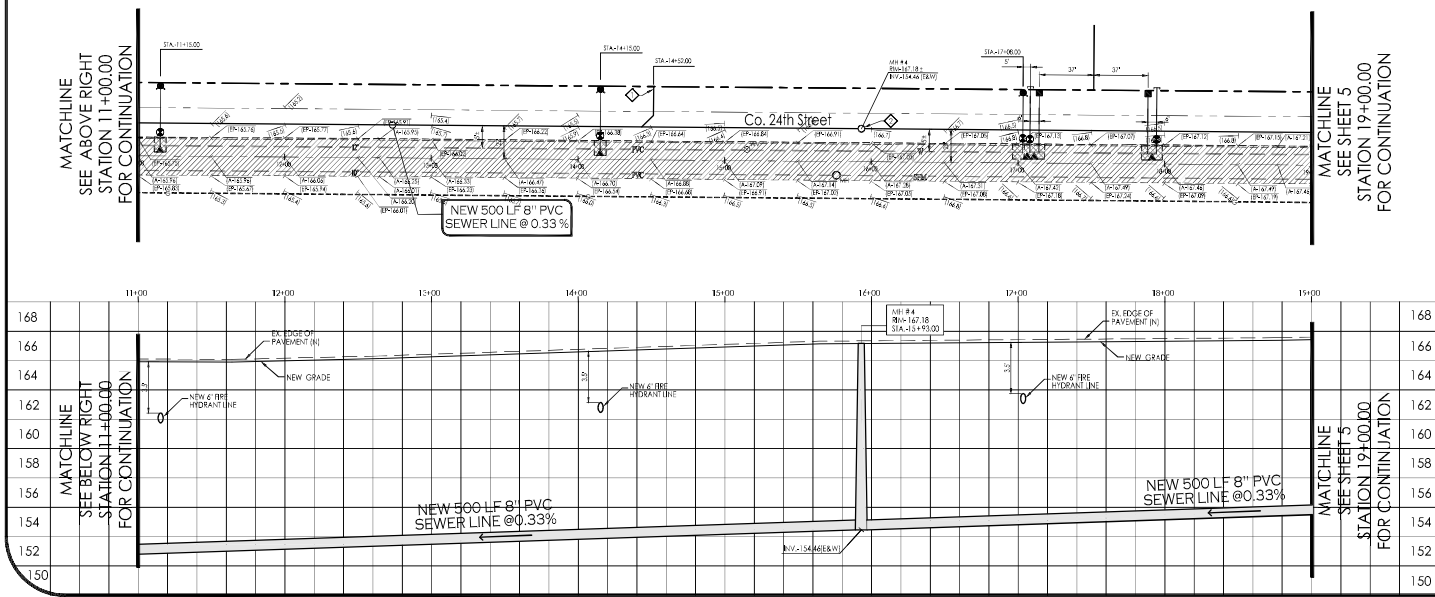
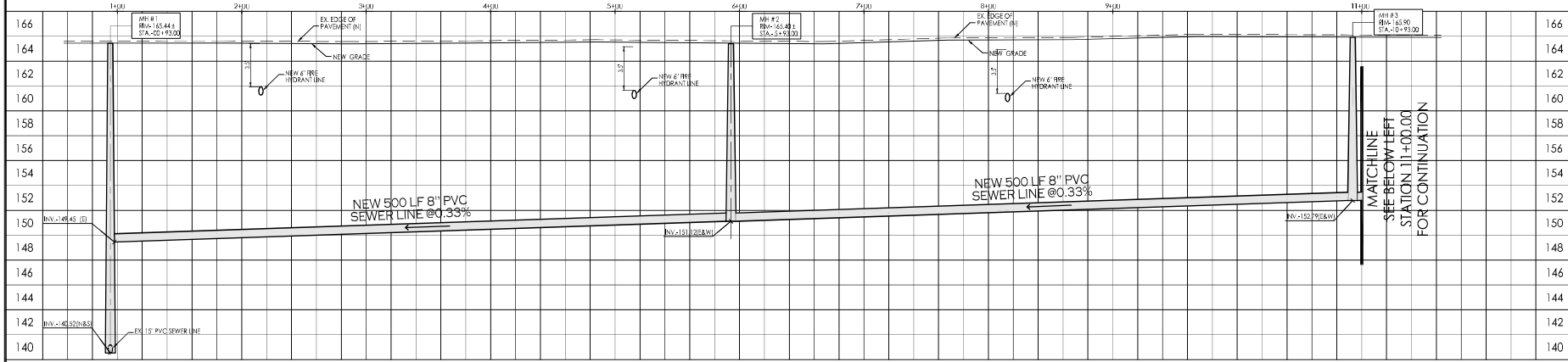
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Checked:	WV (W. VEGA)
Sheet:	



MATCHLINE
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STATION 11+00.00
FOR CONTINUATION

NORTH

SCALE: 1"=40'
HORIZONTAL
SCALE: 1"=4'
VERTICAL



- LEGEND**
- 163 INDICATES EX. CONTOUR ELEVATION
 - EX--6" PVC--W-- INDICATES EX. WATER LINE
 - EX--8" PVC--S-- INDICATES EX. SEWER LINE
 - INDICATES EXISTING MANHOLE
 - INDICATES EXISTING FIRE HYDRANT
 - INDICATES EXISTING WATER METER
 - INDICATES EXISTING WATER VALVE
 - 3 INDICATES LOT NUMBERS
 - NEW--PVC--S-- INDICATES NEW SANITARY SEWER LINE
 - NEW SEWER STUD
 - NEW SEWER MANHOLE
 - NEW SEWER CLEANOUT
 - NEW 4" PVC SEWER SERVICE
 - NEW--PVC--W-- INDICATES NEW WATER LINE
 - NEW SINGLE WATER SERVICE
 - FIRE LINE W/ END PLUG AND THRUST BLOCK
 - NEW WATER VALVE
 - NEW FIRE HYDRANT
 - NEW TEMPORARY BLOWOFF VALVE

- KEYNOTES:**
- ◆ NEW 4" PVC SEWER SERVICE - AS PER CITY OF TULSA STD 440.5
 - ◆ NEW SANITARY SEWER MANHOLE - SEE DETAILS (S) (S)
 - ◆ CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT UNLESS NOTED OTHERWISE.
 - ◆ CONTRACTOR TO PROVIDE EX. UTILITIES DURING CONSTRUCTION IF DAMAGE OCCURS CONTRACTOR MUST REPAIR AT HIS OWN EXPENSE.
 - ◆ CONTRACTOR TO COORDINATE WITH GAS COMPANY TO ESTABLISH EXACT LOCATION AND DEPTH OF EXISTING GAS LINE IF THERE IS A CONFLICT BETWEEN GAS AND NEW 8" SEWER SERVICE. GAS LINE MUST BE LOWERED TO HAVE A CLEARANCE OF 24" MINIMUM TO NEW 8" SEWER MAIN.
 - ◆ CONSTRUCT NEW SANITARY SEWER MANHOLE. CONSTRUCT TO MATCH WITH EX. SANITARY SEWER MAIN. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING SANITARY SEWER MAIN. IF CONDITIONS ARE DIFFERENT THAN WHAT IS SHOWN ON PLANS CONTRACTOR TO NOTIFY ENGINEER BEFORE MAKING ANY DETERMINATION - SEE DETAILS (S) (S)



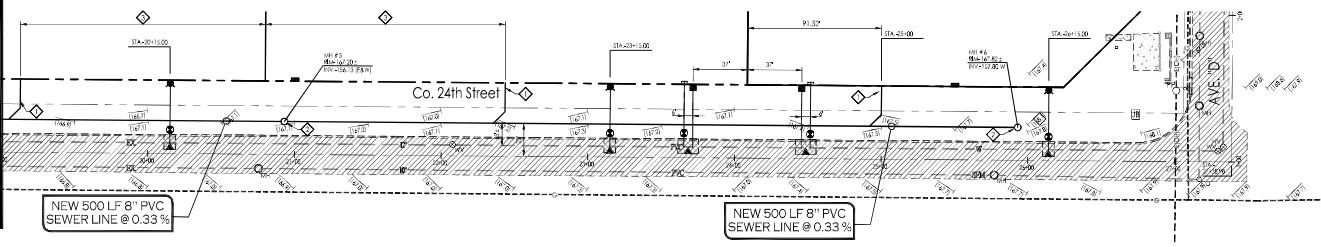
Sewer Plan and Profile
SOUTHWEST ARIZONA INDUSTRIAL
SUBDIVISION - (PHASE 2)



Notes:

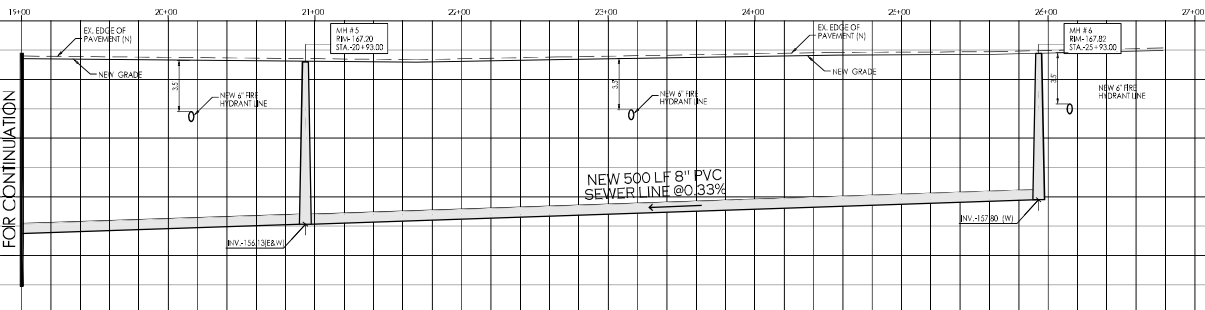
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FOR CONTINUATION
















SCALE: 1"=40'
HORIZONTAL
SCALE: 1"=4'
VERTICAL




MATCHLINE
SEE SHEET 4
STATION 19+00.00
FOR CONTINUATION



LEGEND

- 163** INDICATES EX. CONTOUR ELEVATION
- EX-W-PVC-W- INDICATES EX. WATER LINE
- EX-S-PVC-S- INDICATES EX. SEWER LINE
-  INDICATES EXISTING MANHOLE
-  INDICATES EXISTING FIRE HYDRANT
-  INDICATES EXISTING WATER METER
-  INDICATES EXISTING WATER VALVE
-  INDICATES LOT NUMBERS
- NEW-PVC-S- INDICATES NEW SANITARY SEWER LINE
-  NEW SEWER STUB
-  NEW SEWER MANHOLE
-  NEW SEWER CLEANOUT
- NEW 4" PVC SEWER SERVICE
- NEW-PVC-W- INDICATES NEW WATER LINE
-  NEW SINGLE WATER SERVICE
-  (IRE LINE) W/ END PLUG AND THRUST BLOCK
-  NEW FIRE HYDRANT
-  NEW TEMPORARY BLOWOFF VALVE

KEYNOTES:

- NEW 4" PVC SEWER SERVICE - AS PER CITY OF YUMA STD 6405
-  NEW SANITARY SEWER MANHOLE - SEE DETAILS 
-  CONSTRUCT ALL SEWER SERVICES TO CENTER OF THE LOT, UNLESS NOTED OTHERWISE.

Sewer Plan and Profile
SOUTHWEST ARIZONA INDUSTRIAL
SUBDIVISION - (PHASE 2)


VEGA & VEGA
ENGINEERING
 2619 S. AVE. 24 E. STE#3 YUMA, AZ 85364
 928-327-0000 TEL
 928-247-2232 FAX
 V@vegaengine.com



Title: _____
 Scale: N/A Date: 10/17/2022
 Drawn: [redacted] Job #: 100013001
 Checked: [redacted]
 Sheet



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

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

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

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


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

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


Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. as attached hereto as Exhibit "A", is hereby approved.

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

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

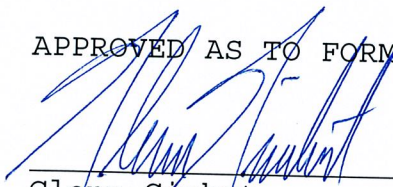

for Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

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

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

ARTICLE 2. ANNEXATION; WAIVER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. INDEMNIFICATION

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

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of

the Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

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

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

ARTICLE 5. MEDIATION AND DEFAULT

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

5.2 **Mediation.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

5.3 Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or the right to perform the obligation (s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest, at the rate of 10% per annum, on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

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

6.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

If to the City: City Administrator
 P.O. Box 1170
 1090 Union Street
 San Luis, AZ 85349

If to the Developer Manager
 San Luis Port II Industrial Park LLC
 10602 Camino Del Sol
 Yuma AZ 85367

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. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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

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

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer 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 Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5 Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

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

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

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

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

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

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

7.11 Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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

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

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


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

7.16 Employment Eligibility. Developer hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.

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

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE DEVELOPER,
San Luis Port II Industrial Park LLC

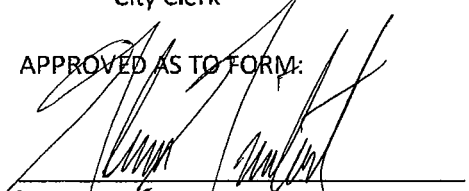
By: 
for Mayor

By: _____
Its: Manager

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

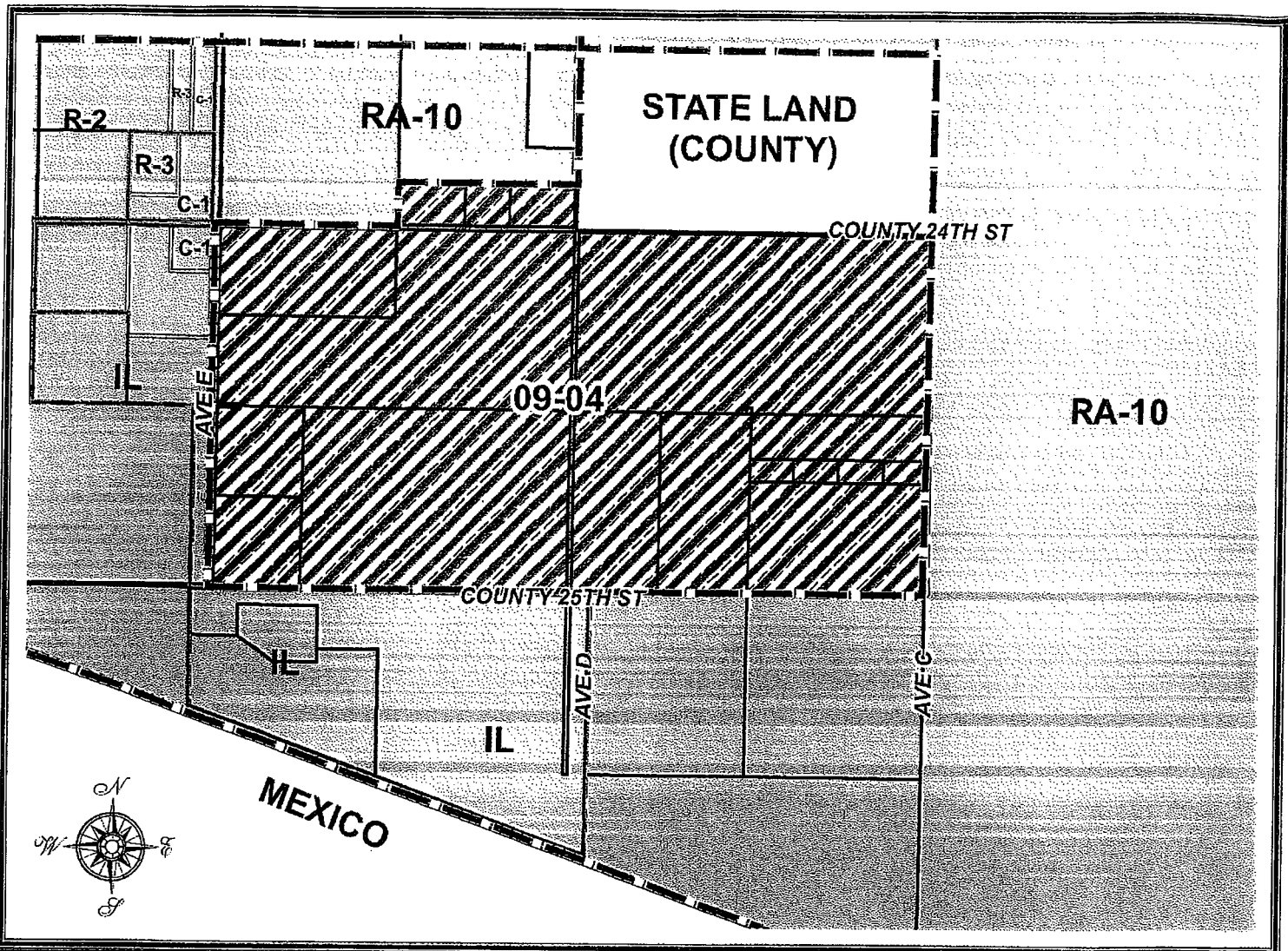

City Attorney

STATE OF ARIZONA)) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona a municipal corporation.

Notary Public

My Commission Expires: _____



Annexion #:
10-01

City of San Luis, Arizona

CERTIFICATION OF MAP
MAP OF AREA TO BE ANNEXED




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

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

City Clerk

Mayor

Legend

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

REVIEWED BY _____

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

EXHIBIT "C"

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

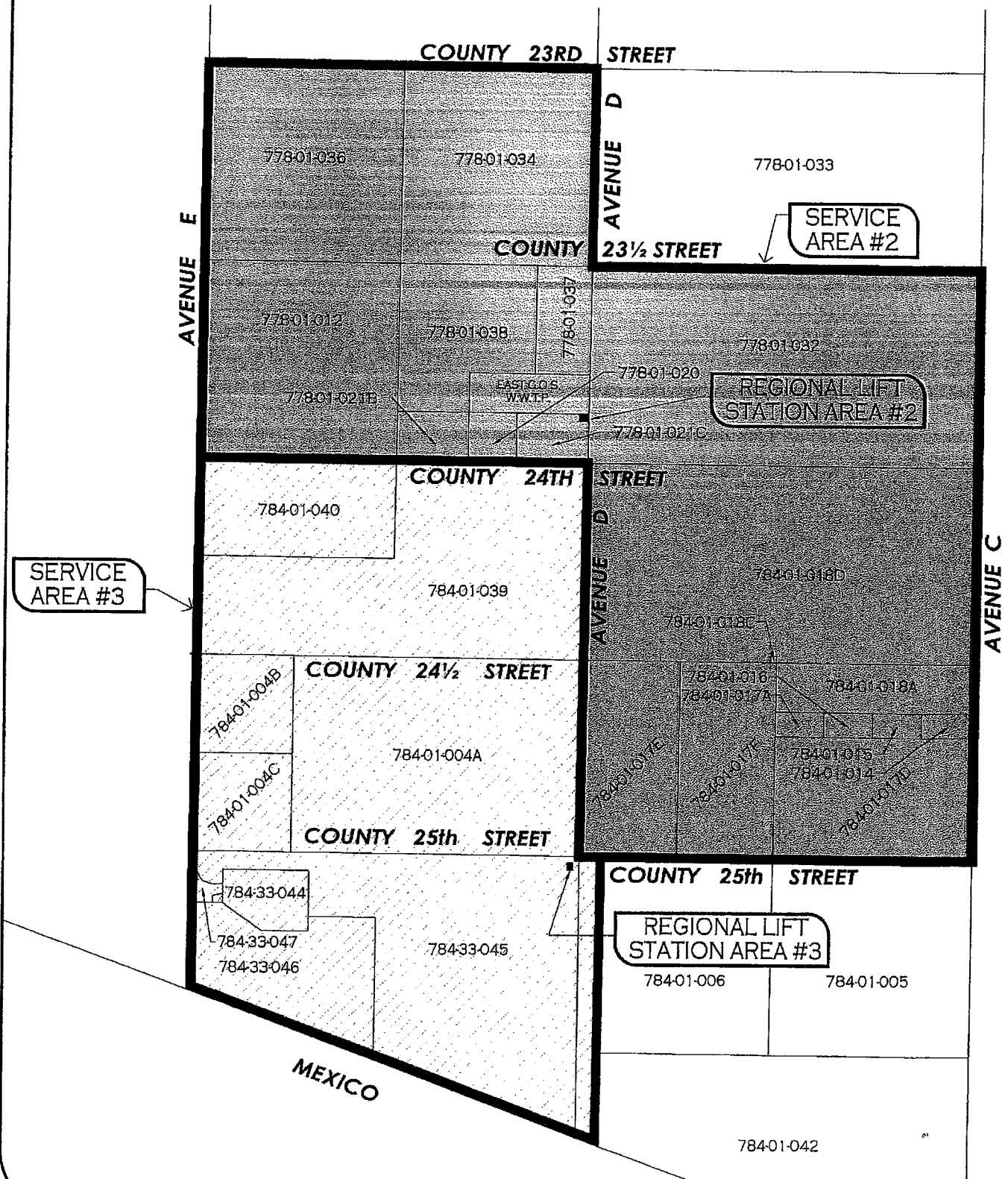


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

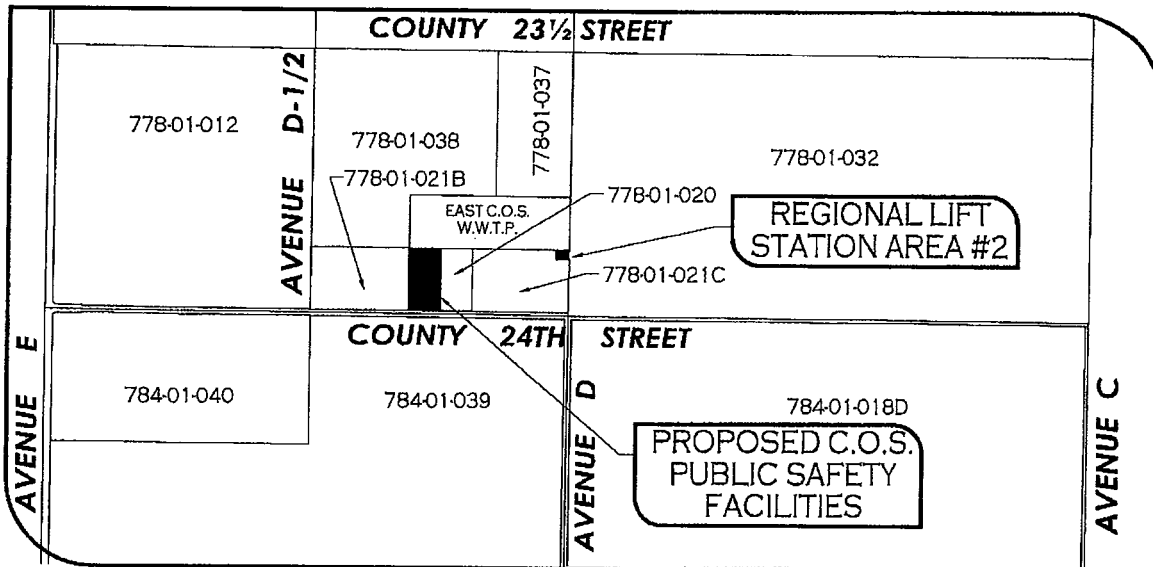
LEGAL DESCRIPTION

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

Except the south 33.00 feet.

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

Containing 5.0 acres gross more or less



LOCATION MAP



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 09/27/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2292. 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 LLC, for La Esperanza Estates Subdivision. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

This is a resolution to approve a Development Agreement between the City of San Luis, Arizona, and Riedel Holding, AZ LLC, pertaining to Rezoning Case No. 2023-0214 for La Esperanza Estates Subdivision.

Rezoning Case No. 2021-0693

A request by Edais Engineering, on behalf of Riedel Holdings, LLC, to amend the conditions on Medium-Density Residential (R1-6) zoning, as approved by Ordinance No. 400, for the property located between 6th Avenue and 8th Avenue north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

BACKGROUND:

Ordinance No. 400 was approved by City Council on August 12, 2020, changing the zoning classification of 15.1 acres of Rural Area Residential (RA-10) to Medium-Density Residential (R1-6). The purpose of the R1-6 zoning district is to provide for detached single-residence development on urban-sized lots in areas where adequate public facilities and services are available.

The approval of Ordinance No. 400 was subject to the following conditions:

1. Rezoning is conditioned upon development of the land in a manner similar to the tentative lot layout submitted for this application.
2. A full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property.
3. A traffic study is required, and the construction of any and all improvements as recommended by the said study, including but not limited to possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development, including development of lots and the building of houses or other buildings.

Due to cost constraints and the feasibility of the project, the applicant requested the removal of Condition No. 2, the condition of the street connection. In addition, the applicant is requesting a deviation from the Subdivision Regulation Section 3.30 regarding the number of dwelling units served by a cul-de-sac, requesting a change from 20 to 30 dwelling units.

On the regular meeting of August 9, 2023, the City Council approved Ordinance No. 443 amending the conditions on the original rezoning as follows:

1. Rezoning is conditioned upon the development of the land in a manner similar to the tentative lot layout submitted for this application.
2. If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least 300 feet and provide a 54-foot wide paved private street.
3. A traffic study is required, and the construction of any and all improvements as recommended by the said study, including but not limited to possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development, including the development of lots and the building of houses or other buildings.
6. Since this will be a private gated community and the developer will provide additional infrastructure for emergency vehicles, City agrees to the deviation of Subdivision Regulations Section 3.30, allowing a cul-de-sac to serve 30 dwelling units instead of the 20.
7. Owner agrees to provide a gravity system connection for sewer services.
8. A Development Agreement must be approved in accordance with A.R.S. § 9-500.05, to include the previous conditions of the rezoning and the requested deviations from the Subdivision Regulations, prior to the approval of the subdivision final plat.

As per the last condition of Ordinance No. 443, the rezoning was conditioned on a development agreement. The proposed Resolution No. 2292 is the proposed development agreement as per said condition.

DEVELOPMENT AGREEMENT:

A development agreement has been proposed and the draft is attached to this report. The terms and conditions of the agreement (Resolution No. 2292) include the following commitments:

1. Rezoning Case No. 2023-0214 is conditioned upon the development of the land in a manner similar to the conceptual plan, as shown in Exhibit 2.
2. If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If the property is developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least every 300 feet and provide a 54-foot paved private street right-of-way for Union Avenue, as shown in Exhibit 2.
3. The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements include but are not limited to, possible contributions to future roadway improvements such as traffic signals and/or canal crossing along 6th Avenue. Improvements shall also comply with the City's Ordinance No. 390.
4. The applicant must provide to the City any documentation regarding the Home Owners Association (HOA) including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The

applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deemed necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 18.15.060.

5. Grading and erosion control shall comply with the 2018 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.
6. Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 18 Table No. 2). The required 2% for La Esperanza Estates Subdivision is 0.302 acres.
7. Owner agrees to obtain ownership of any necessary right-of-way and/or permits for improvements.
8. City agrees to the deviation of Subdivision Regulations Section 3.30 allowing a cul-de-sac to serve 30 dwellings units instead of 20, if the property is developed as a private gated community in accordance with Section 2.2 of this agreement.
9. Owner agrees to provide a gravity system connection for sewer services.
10. Union Street shall be designed and constructed in accordance with the current City of San Luis Public Works Standards. Statements shall be contained on the plat and in both the CC&Rs and the HOA by-laws that Union Street is declared private, subject to an easement authorizing use by emergency and public service vehicles, and remain the permanent responsibility of the homeowners' association. The City has no responsibility to maintain or repair the surface of the street or easement property other than to restore the street or property to its original condition after cutting the street for installation of a water main or repairs to the main.
11. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

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

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2292

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2292

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 2292



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2292

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, LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, LLC; Owner, desires to enter into a development agreement for La Esperanza Subdivision project to be located in San Luis, Arizona; and

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

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

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

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of September, 2023.

APPROVED:

Luis E. Cabrera, Vice Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

LA ESPERANZA ESTATES DEVELOPMENT AGREEMENT

Rezoning Case Number 2023-0214

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this _____ day of _____, 2023 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Riedel Holdings LLC a limited liability corporation organized under the laws of Arizona, (the “**Owner**”). The City and the Owner may be referred to singularly as the “**Party**” and collectively as the “**Parties.**” This Agreement is entered into pursuant to City Resolution Number _____.

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
- C. 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
- D. WHEREAS, the City's governing body has authorized the execution of this Agreement by Resolution No. 2292;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all

structures, buildings, roads, driveways, parking areas, walls, landscaping, and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Agreement.

Owner shall mean and refer to 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 ten (10) years from date of execution.

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

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

ARTICLE 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE

2.1. Rezoning Case No. 2023-0214 is conditioned upon the development of the land in a manner similar to the conceptual plan, as shown in Exhibit 1.

2.2. If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If the property is developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least every 300 feet and provide a 54-foot paved private street right-of-way for Union Avenue.

2.3. The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements include but are not limited to, possible

contributions to future roadway improvements such as traffic signals and/or canal crossing along 6th Avenue. Improvements shall also comply with the City's Ordinance No. 390.

2.4. The applicant must provide to the City any documentation regarding the Home Owners Association (HOA) including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deemed necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 18.15.060.

2.5. Grading and erosion control shall comply with the 2018 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6. Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 18 Table No. 2). The required 2% for La Esperanza Estates Subdivision is 0.302 acres.

2.7. Owner agrees to obtain ownership of any necessary right-of-way and/or permits for improvements.

2.8. City agrees to the deviation of Subdivision Regulations Section 3.30 allowing a cul-de-sac to serve 30 dwellings units instead of 20, if the property is developed as a private gated community in accordance with Section 2.2 of this agreement.

2.9. Owner agrees to provide a gravity system connection for sewer services.

2.10. Union Street shall be designed and constructed in accordance with the current City of San Luis Public Works Standards. Statements shall be contained on the plat and in both the CC&Rs and the HOA by-laws that Union Street is declared private, subject to an easement authorizing use by emergency and public service vehicles, and remain the permanent responsibility of the homeowners' association. The City has no

responsibility to maintain or repair the surface of the street or easement property other than to restore the street or property to its original condition after cutting the street for installation of a water main or repairs to the main.

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

ARTICLE 3. INDEMNIFICATION

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

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

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

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

ARTICLE 4. SUB AGREEMENTS

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

ARTICLE 5. MEDIATION AND DEFAULT

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

5.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

5.3. Default. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the

nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting Party is in default and to immediately seek reimbursement from the defaulting Party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting Party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

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

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

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

If to the Owner: Nieves Riedel, Riedel Holdings LLC
 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.

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

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

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

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

Exhibit 1 Legal Description of Property and Conceptual Design

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

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

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

7.9. Recordation of Agreement and Subsequent Amendment; Cancellation.

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

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

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

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

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

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

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 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.

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

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

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, Riedel Holding, L.L.C.

By: _____
Vice Mayor

By: _____

Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Luis E. Cabrera, Vice Mayor of the City of San Luis, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

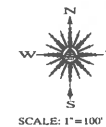
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, on behalf of Riedel Holding AZ LLC, an Arizona Limited Liability Corporation.

Notary Public

My Commission Expires: _____

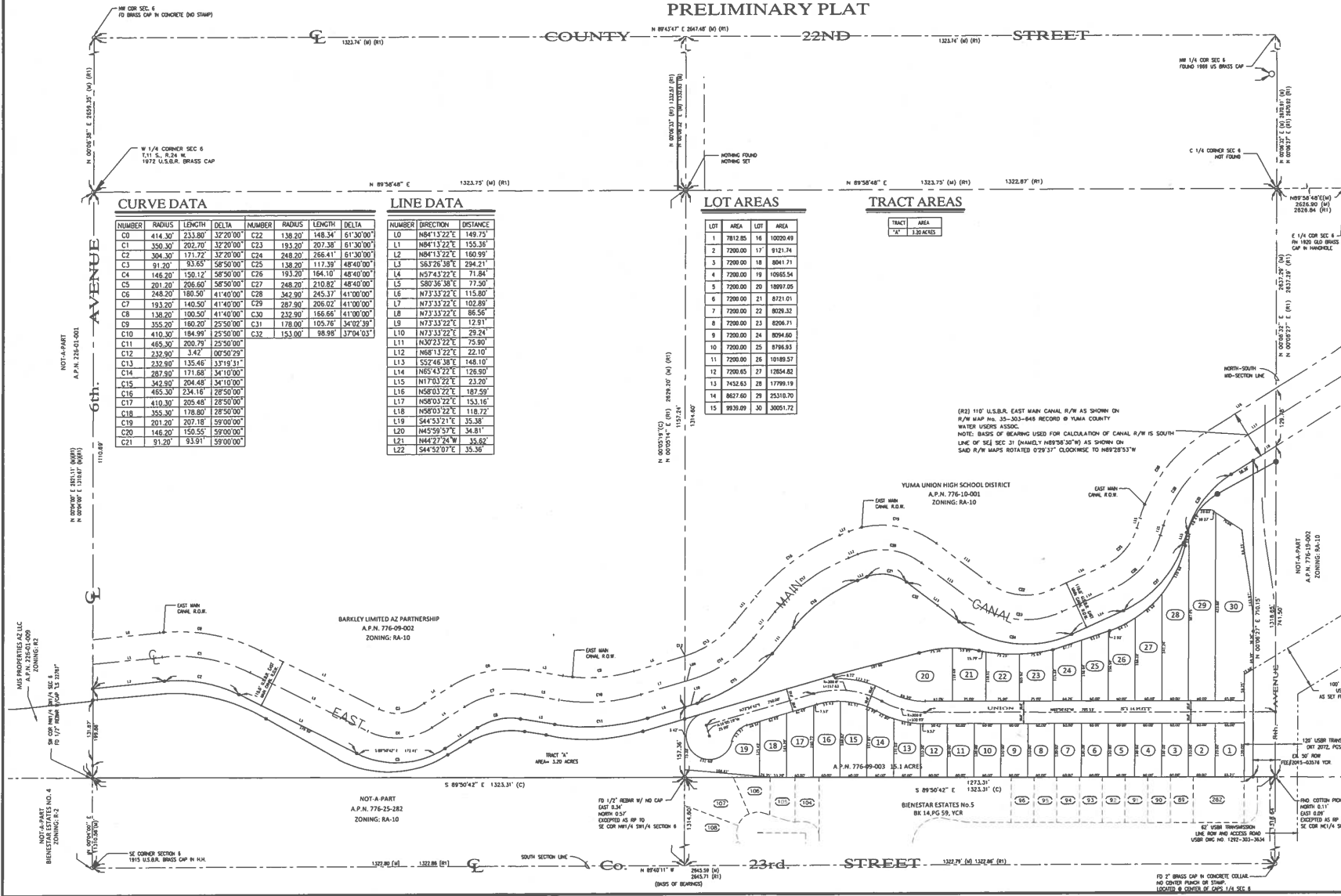
LA ESPERANZA ESTATES

A SUBDIVISION OF PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS,
PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE
N ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA
DATE OF PREPARATION: AUGUST 2020 NUMBER OF LOTS: 30 ACREAGE: 15.1
PRELIMINARY PLAT



OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____
PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"
C1	350.30'	202.70'	32°20'00"
C2	304.30'	171.72'	32°20'00"
C3	91.20'	93.60'	58°50'00"
C4	146.20'	150.12'	58°50'00"
C5	201.20'	206.60'	58°50'00"
C6	248.20'	260.50'	58°50'00"
C7	193.20'	140.50'	41°40'00"
C8	138.20'	100.50'	41°40'00"
C9	355.20'	160.20'	25°50'00"
C10	410.30'	184.99'	25°50'00"
C11	465.30'	209.79'	25°50'00"
C12	232.90'	142.00'	08°50'25"
C13	232.90'	135.46'	13°19'31"
C14	287.90'	171.68'	34°10'00"
C15	342.90'	204.48'	34°10'00"
C16	465.30'	234.10'	28°50'00"
C17	410.30'	205.48'	28°50'00"
C18	355.30'	178.80'	28°50'00"
C19	201.20'	207.18'	59°00'00"
C20	146.20'	150.55'	59°00'00"
C21	91.20'	93.91'	59°00'00"

LINE DATA

NUMBER	DIRECTION	DISTANCE
L0	N84°13'22"E	149.75'
L1	N84°13'22"E	155.36'
L2	N84°13'22"E	160.99'
L3	S80°28'38"E	294.21'
L4	N57°43'22"E	71.84'
L5	S80°36'38"E	77.50'
L6	N73°33'22"E	115.80'
L7	N73°33'22"E	102.89'
L8	N73°33'22"E	86.56'
L9	N73°33'22"E	12.91'
L10	N73°33'22"E	29.24'
L11	N30°23'22"E	75.90'
L12	N68°13'22"E	22.10'
L13	S52°46'38"E	148.10'
L14	N65°43'22"E	126.90'
L15	N17°03'22"E	23.20'
L16	N58°03'22"E	187.59'
L17	N58°03'22"E	153.16'
L18	N58°03'22"E	118.72'
L19	S44°53'21"E	35.38'
L20	N45°59'57"E	34.81'
L21	N45°22'24"W	35.82'
L22	S44°52'07"E	35.39'

LOT AREAS

LOT	AREA	LOT	AREA
1	7812.85	16	10020.49
2	7200.00	17	9121.74
3	7200.00	18	8041.71
4	7200.00	19	10965.54
5	7200.00	20	18997.05
6	7200.00	21	8721.01
7	7200.00	22	8029.33
8	7200.00	23	8206.71
9	7200.00	24	8094.60
10	7200.00	25	8794.83
11	7200.00	26	10189.57
12	7200.00	27	12854.82
13	7432.63	28	17799.19
14	8827.60	29	23310.70
15	9939.09	30	30051.72

TRACT AREAS

TRACT	AREA
"A" TRACTS	

SUBDIVIDER/OWNER
RIEDEL HOLDINGS, LLC
P.O. BOX 1568
500 W. 1ST ST.
YUMA, AZ 85304

BASIS OF BEARING
THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6, T11S, R24W, NAMELY N 89°40'11" E AS SHOWN ON BARKLEY LOT SPLIT No. 3 RECORDED IN BOOK 27 OF PLATS PAGE 68, YUMA COUNTY RECORDER.

- LEGEND**
- CENTERLINE
 - BOUNDARY LINE
 - - - - - EXISTING LOTS
 - NEW STREET MONUMENT AS PER YUMA CITY STD. DETAIL No. 4-430
 - FOUND MONUMENT (TYPE AS SHOWN)
 - SET 1/2" REBAR W/CAP LS 49335
 - B.C. INDICATES BRASS CAP
 - H.H. INDICATES HAND HOLE
 - (R1) RECORDED INFORMATION PER BARKLEY LOT SPLIT No. 3 AS SHOWN IN BOOK 27 OF PLATS PAGE 68 YUMA COUNTY RECORDS
 - (R2) DATA REFER TO 110' U.S.B.R. EAST MAIN CANAL R.O.W. AS SHOWN ON R.O.W. MAP No. 35-303-646 RECORDED @ YUMA COUNTY WATER USERS ASSOC.
 - A.P.N. ASSESSOR PARCEL NUMBER
 - RB EXISTING NUMBER LOT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS OF THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

JUAN N. LOPEZ R.L.S. No. 22767

PREPARED BY:

SHEET 2 OF 2



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 09/27/2023

Department Head: Adela Cortez, Director Human Resources, Human Resources Department

Submitted By: Adela Cortez, Director Human Resources, Human Resources Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2293. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the Classification and Salary Plan to create seven (7) new classifications; superseding any conflicting provisions of existing regulations or policies; and providing for severability. **(Adela Cortez, Director of Human Resources)**

SUMMARY:

During the Council meeting of September 13, 2023, a restructure of several city departments was approved by Council. The restructure presented and approved at that meeting incorporated changes of classifications that impact the 2023-2024 Classification and Salary Plan, which was effective July 1, 2023. Those classification changes include the addition of seven (7) new classifications. The restructure also included a Department Name Change for Planning and Zoning to Development Services.

Exhibit 1, attached to this item, outlines the full Classification and salary Plan along with the changes needed. The Exhibit has been provided in both alpha order by Classification and numeric order by Pay Grade.

Exhibit 2, attached to this item, outlines Organizational Structure Changes as approved on September 13, 2023.

This agenda item formalizes the Council's Actions of September 13, 2023, by putting all the details in a resolution. Ratification approves actions before tonight's action. The Ratification is for the position of operations coordinator, which was in place before September 13, 2023. Resolutions make the changes to the Classification & Salary Plan easy to search and retrieve. Budget transfers are needed as shown on the fiscal impact of this agenda item, so the transfers are included in the motion.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY, AND ADOPT RESOLUTION NO. 2293, AS PRESENTED, AND AUTHORIZE BUDGET TRANSFERS AS SHOWN IN THE FISCAL IMPACT OF THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS: YES

TOTAL: \$223,353.00
BUDGETED AMOUNT: YES
AVAILABLE AMOUNT TO TRANSFER: See Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Fiscal Impact Statements
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

We allocated budget for this restructuring in FY 2023. We are asking for the City Council's approval to reallocate budget as follows:

Planning and Zoning - The restructuring of our Planning and Zoning Department will not have any fiscal impact on our budget. This is primarily due to the elimination of an Administrative Coordinator position within the department's structure. The savings from this position removal effectively offset the costs associated with the restructuring itself.

Fire and Ambulance - The fiscal Impact associated with this restructuring is \$52,000.00. We allocated \$65,000.00 in the council contingency specifically for funds that might be needed in relation to the restructuring project. *We are asking the City Council to do a budget transfer from the council contingency account 100-110-81000 in the amount of \$52,000.00 to the Ambulance salary accounts 340-341-5000 \$26,000.00 and Fire Salary Accounts 100-182-50000 \$26,000.00.*

Facilities - The fiscal impact associated with this restructuring is \$57,000.00. We allocated budget for a Facilities Manager position, split between Facilities and Parks, which will not be filled. *We are asking Council approval to do a budget transfer in the amount of \$12,000.00 from the parks' salary account 100-144-50000 to account 100-720-50000.*

Public Works - We budgeted accordingly \$115,353 in FY 2024 to cover the new position of Assistant Director in Public Works. No transfer of budget is needed to cover this additional position.

Attachments

Resolution No. 2293



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2293

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CLASSIFICATION AND SALARY PLAN TO CREATE SEVEN NEW CLASSIFICATIONS; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS OR POLICIES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council has established the positions of the Classification and Salary Plan of the City of San Luis; and

WHEREAS, during the current fiscal year 2023-2024, the needs of the city have expanded to require additional classifications or expanded responsibilities; and

WHEREAS, city staff conducted research for a restructure of several departments as a result of an evaluation of the city's needs due to the growth of the city; and

WHEREAS, Human Resources analyzed job descriptions, researched the structures for similar cities, and developed appropriate Classification and pay grades for the positions;

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

Section 1: The following positions' job descriptions and their respective salary ranges, on file in the Human Resources Department, are **created**:

<u>Classification</u>	<u>Department</u>	<u>Pay Grade</u>
1. Assistant Director	Development Services	206
2. Planning Coordinator	Development Services	201
3. Permit Services Coordinator	Development Services	109
4. City Engineer	Engineering Dept.	209
5. Engineer in Training	Engineering Dept.	205
6. Project Coordinator	Facilities	109
7. Operations Coordinator	Fire Department	200

Section 2: The Classification and Salary Plan of the City of San Luis is amended to reflect the changes in the positions and corresponding salary ranges for said positions, as stated in Section 1. Exhibit 1 is incorporated into this resolution as if written in full here. Exhibit 1 is shown in both alpha order by Classification and numerical order by pay grade.

Section 3: The Organizational Structure of the City of San Luis is amended to reflect the name change from Department of Planning and Zoning to Development Services. Exhibit 2 is incorporated into this resolution as if written in full here. Exhibit 2 outlines the changes in the Organizational Structure as City Council approved on September 13, 2023.

Section 4: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 5: If any section, subsection, sentence, clause phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, or by controlling legislation, such decision or law shall not affect the validity of the remaining portion of this resolution.

PASSED, APPROVED, AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of September 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Exhibit 1

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09/27/23

Classification (title)	Proposed Classifications / New Classifications	Department	New Department	Grade	Proposed Grade	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max	FLSA
Accountant I		Finance		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Accountant II		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Accounting Specialist		Finance		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Administrative Assistant		Various		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Administrative Coordinator		Various		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Ambulance Billing Coordinator		Finance - Ambulance		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Animal Control Officer		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Assistant City Attorney		City Attorney		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Assistant City Manager		Administration		300		\$57.11	\$73.21	\$89.32	\$118,789	\$152,277	\$185,786	Exempt
Assistant Director		Parks And Recreation		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Assistant Director		Finance		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Assistant Director		Public Works		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
NEW	Assistant Director		Development Services	206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Assistant Fire Chief		Fire Department		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Assistant Planner		Planning And Zoning	Development Services	201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Public Information Officer		Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Associate Planner		Planning And Zoning	Development Services	202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Bailiff		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Building Inspector I		Planning And Zoning	Development Services	109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Building Inspector II		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Building Maintenance Technician		Facilities		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Building Official		Planning And Zoning	Development Services	204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Building Plans Examiner		Planning And Zoning	Development Services	201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Court Chief Clerk		Municipal Court		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	Exempt
Chief of Police		Police Department		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
City Attorney		City Attorney		300		\$57.11	\$73.21	\$89.32	\$118,789	\$152,277	\$185,786	Exempt
City Clerk		City Clerk		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
NEW	City Engineer	Public Works	Engineering Dept.	209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
City Manager		Administration		302		\$69.10	\$88.59	\$108.08	\$143,728	\$184,267	\$224,806	Exempt
City Prosecutor		City Attorney		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Civil Engineer		Public Works		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Code Compliance Specialist		Public Works		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Code Enforcement Officer		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Contracts & Grants Coordinator		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Cook		Senior Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Court Administrator		Municipal Court		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Court Clerk I		Municipal Court		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Court Clerk II		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Court Interpreter		Municipal Court		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Court Security Officer		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Crew Leader Supervisor		PW and Parks & Rec		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Custodian		Facilities		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Customer Service Representative		Finance - Billing & Collections		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Deputy City Clerk		City Clerk		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Director of Finance		Finance		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Director of Human Resources		Human Resources		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Director of Parks & Rec		Parks And Recreation		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Director of Planning & Zoning		Planning And Zoning	Development Services	208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Director of Public Works		Public Works		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Driver		Senior Center		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Economic Development Assistant		Economic Development		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Electrician		Public Works		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	Exempt
NEW	Engineer in Training (EIT)		Engineering Dept.	205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Engineering Technician		Public Works	Engineering Dept.	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Equipment Operator		Highway Users		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Executive Assistant		Administration		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	Exempt
NEW	Project Coordinator	Facilities		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Fire Battalion Chief		Fire Department		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	NE

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09/27/23

Classification (title)	Proposed Classifications / New Classifications	Department	New Department	Grade	Proposed Grade	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max	FLSA
Fire Captain		Fire Department		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	NE
Fire Chief		Fire Department		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Fire Engineer		Fire Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Fire Fighter		Fire Department		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Fire Fighter Recruit		Fire Department		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Fire Inspector		Fire Department		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
NEW	Operations Coordinator	Fire Department			200	\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
GIS Analyst		Info. Technology		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
GIS Specialist		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Operations Coordinator		Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Grants Coordinator		Economic Development		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Graphics & Media Specialist		Info. Technology		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Head Life Guard		Aquatic Center		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Heavy Equipment Operator		Solid Waste & HURF		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Human Resources Analyst		Human Resources		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Human Resources Coordinator		Human Resources		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Human Resources Senior Analyst		Human Resources		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Human Resources Technician		Human Resources		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Intern		Agency-Wide		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
IT Help Desk Technician		Info. Technology		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
IT Specialist - Public Safety		Info. Technology		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
IT Technician		Info. Technology		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
IT Technician - Senior		Info. Technology		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Lead Custodian		Facilities		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Legal Secretary		City Attorney		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Life Guard		Aquatic Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Magistrate		Municipal Court		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Maintenance Specialist		HURF & Parks Grounds		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Maintenance Technician		HURF & Parks Grounds		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Maintenance Worker/Parts Runner		Fleet Services		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Management Analyst		City Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Manager, Billing & Collections		Finance - Billing & Collections		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Director, Economic Development		Economic Development		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Manager, Facilities Management		Facilities		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Manager, Finance Accounting		Finance Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Manager, Finance Operations		Finance Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Manager, Human Resources		Human Resources		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Manager, Info Technology		Info. Technology		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Manager, Risk Management		Finance		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Manager, Senior Services		Senior Center		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Mechanic		Fleet Services		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Mechanic Assistant		Fleet Services		105		\$15.27	\$18.63	\$21.99	\$31,762	\$38,750	\$45,739	NE
Meter Reader		Finance - Billing & Collections		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Meter Reader Technician		Finance - Billing & Collections		105		\$15.27	\$18.63	\$21.99	\$31,762	\$38,750	\$45,739	NE
Network & IT Security Administrator		Info. Technology		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Office Assistant		Various		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Paralegal		City Attorney		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Building Permit Technician		Planning And Zoning	Development Services	105		\$15.27	\$18.63	\$21.99	\$31,762	\$38,750	\$45,739	NE
NEW	Permit Services Coordinator	Planning And Zoning	Development Services		109	\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
NEW	Planning Coordinator	Planning And Zoning	Development Services		201	\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Planning Technician		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Police Administrator		Police Department		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Police Commander		Police Department		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Police Communications Officer		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Police Corporal		Police Department		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Police Lieutenant		Police Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Police Officer		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Police Officer Recruit		Police Department		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09/27/23

<i>Classification (title)</i>	<i>Proposed Classifications / New Classifications</i>	<i>Department</i>	<i>New Department</i>	<i>Grade</i>	<i>Proposed Grade</i>	<i>Hrly Min</i>	<i>Hrly Mid</i>	<i>Hrly Max</i>	<i>Annual Min</i>	<i>Annual Mid</i>	<i>Annual Max</i>	<i>FLSA</i>
Police Records Specialist		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Police Sergeant		Police Department		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	NE
Principal Planner		Planning And Zoning	Development Services	203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Project Manager		Public Works		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Property & Evidence Technician		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Purchasing Coordinator		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Records Management Specialist		City Clerk		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Recreation Coordinator		Parks And Recreation		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Recreation Assistant		Parks And Recreation		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Recreation Specialist		Parks And Recreation		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Risk Property Analyst		Risk Management		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Safety Officer		Risk Management		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Senior Services Assistant		Senior Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Senior Services Assistant/Driver		Senior Center		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Supervisor, Facilities		Facilities		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Fleet Services		Fleet Services		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Maintenance		Public Works		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Supervisor, Parks		Parks Grounds		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Police Communications		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Supervisor, Police Records		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Manager, Public Works		Public Works		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Supervisor, Recreation		Parks And Recreation		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Systems Administrator		Info. Technology		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Transit Enforcement Officer		Police Department		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
Video Production and Operation Specialist		Info. Technology		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Water/Wastewater Apprentice		Water / Wastewater		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
Supervisor, Water/WW Operations		Water / Wastewater		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Water/Wastewater Plant Operator 1		Water / Wastewater		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Water/Wastewater Plant Operator 2		Water / Wastewater		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Water/Wastewater Plant Operator 3		Water / Wastewater		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Manager, Water/WW Operations		Water / Wastewater		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09.27.23

Classification (title)	Proposed Classifications / New Classifications	Department	New Department	Grade	Proposed Grade	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max	FLSA
Cook		Senior Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Custodian		Facilities		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Life Guard		Aquatic Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Meter Reader		Finance - Billing & Collections		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Office Assistant		Various		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Recreation Assistant		Parks And Recreation		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Senior Services Assistant		Senior Center		103		\$13.85	\$16.45	\$19.04	\$28,808	\$34,216	\$39,603	NE
Building Maintenance Technician		Facilities		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Court Clerk I		Municipal Court		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Customer Service Representative		Finance - Billing & Collections		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Head Life Guard		Aquatic Center		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Intern		Agency-Wide		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Maintenance Technician		HURF & Parks Grounds		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Maintenance Worker/Parts Runner		Fleet Services		104		\$14.54	\$17.45	\$20.36	\$30,243	\$36,296	\$42,349	NE
Building Permit Technician		Planning And Zoning	Development Services	105		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Mechanic Assistant		Fleet Services		105		\$15.27	\$18.63	\$21.99	\$31,762	\$38,750	\$45,739	NE
Meter Reader Technician		Finance - Billing & Collections		105		\$15.27	\$18.63	\$21.99	\$31,762	\$38,750	\$45,739	NE
IT Help Desk Technician		Info. Technology		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
Transit Enforcement Officer		Police Department		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
Water/Wastewater Apprentice		Water / Wastewater		106		\$16.34	\$19.93	\$23.53	\$33,987	\$41,454	\$48,942	NE
Administrative Assistant		Various		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Animal Control Officer		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Bailiff		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Court Clerk II		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Court Security Officer		Municipal Court		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Driver		Senior Center		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Equipment Operator		Highway Users		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Human Resources Technician		Human Resources		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Police Communications Officer		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Police Records Specialist		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Property & Evidence Technician		Police Department		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Water/Wastewater Plant Operator 1		Water / Wastewater		107		\$17.48	\$21.33	\$25.17	\$36,358	\$44,366	\$52,354	NE
Accounting Specialist		Finance		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Court Interpreter		Municipal Court		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Fire Fighter Recruit		Fire Department		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Heavy Equipment Operator		Solid Waste & HURF		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Lead Custodian		Facilities		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Maintenance Specialist		HURF & Parks Grounds		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Mechanic		Fleet Services		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Police Officer Recruit		Police Department		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Recreation Specialist		Parks And Recreation		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Water/Wastewater Plant Operator 2		Water / Wastewater		108		\$18.71	\$22.82	\$26.94	\$38,917	\$47,466	\$56,035	NE
Administrative Coordinator		Various		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Building Inspector I		Planning And Zoning	Development Services	109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Court Chief Clerk		Municipal Court		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	Exempt
Crew Leader Supervisor		PW and Parks & Rec		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Human Resources Coordinator		Human Resources		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
IT Technician		Info. Technology		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Legal Secretary		City Attorney		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Recreation Coordinator		Parks And Recreation		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Senior Services Assistant/Driver		Senior Center		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Video Production and Operation Specialist		Info. Technology		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Water/Wastewater Plant Operator 3		Water / Wastewater		109		\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
NEW	Permit Services Coordinator	Planning And Zoning	Development Services		109	\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
NEW	Project Coordinator	Facilities			109	\$20.02	\$24.42	\$28.82	\$41,642	\$50,794	\$59,946	NE
Ambulance Billing Coordinator		Finance - Ambulance		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Building Inspector II		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Code Compliance Specialist		Public Works		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09.27.23

Classification (title)	Proposed Classifications / New Classifications	Department	New Department	Grade	Proposed Grade	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max	FLSA
Code Enforcement Officer		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Electrician		Public Works		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	Exempt
Engineering Technician		Public Works	Engineering Dept.	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Executive Assistant		Administration		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	Exempt
Fire Fighter		Fire Department		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
GIS Specialist		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Graphics & Media Specialist		Info. Technology		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Paralegal		City Attorney		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Planning Technician		Planning And Zoning	Development Services	200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Records Management Specialist		City Clerk		200		\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
NEW	Operations Coordinator	Fire Department			200	\$22.02	\$27.52	\$33.03	\$45,802	\$57,242	\$68,702	NE
Accountant I		Finance		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Assistant Planner		Planning And Zoning	Development Services	201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Building Plans Examiner		Planning And Zoning	Development Services	201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Economic Development Assistant		Economic Development		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Fire Engineer		Fire Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Grants Coordinator		Economic Development		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	Exempt
Human Resources Analyst		Human Resources		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
IT Technician - Senior		Info. Technology		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Police Officer		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Supervisor, Police Communications		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Supervisor, Police Records		Police Department		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Supervisor, Water/WW Operations		Water / Wastewater		201		\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
NEW	Planning Coordinator	Planning And Zoning	Development Services		201	\$24.22	\$30.27	\$36.33	\$50,378	\$62,962	\$75,566	NE
Accountant II		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Public Information Officer		Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Associate Planner		Planning And Zoning	Development Services	202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Contracts & Grants Coordinator		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Court Administrator		Municipal Court		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Fire Inspector		Fire Department		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
GIS Analyst		Info. Technology		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Operations Coordinator		Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Human Resources Senior Analyst		Human Resources		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
IT Specialist - Public Safety		Info. Technology		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Management Analyst		City Administration		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Manager, Senior Services		Senior Center		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Police Corporal		Police Department		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Purchasing Coordinator		Finance		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Risk Property Analyst		Risk Management		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Safety Officer		Risk Management		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Facilities		Facilities		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Fleet Services		Fleet Services		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Maintenance		Public Works		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	NE
Supervisor, Parks		Parks Grounds		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Supervisor, Recreation		Parks And Recreation		202		\$26.64	\$33.30	\$39.96	\$55,411	\$69,264	\$83,117	Exempt
Fire Captain		Fire Department		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	NE
Manager, Risk Management		Finance		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Principal Planner		Planning And Zoning	Development Services	203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Project Manager		Public Works		203		\$29.30	\$36.63	\$43.96	\$60,944	\$76,190	\$91,437	Exempt
Building Official		Planning And Zoning	Development Services	204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Deputy City Clerk		City Clerk		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Manager, Billing & Collections		Finance - Billing & Collections		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Manager, Human Resources		Human Resources		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Network & IT Security Administrator		Info. Technology		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Police Administrator		Police Department		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Police Sergeant		Police Department		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	NE
Manager, Public Works		Public Works		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Systems Administrator		Info. Technology		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt

Classification Salary Plan - FY 2023-24 (Amended Effec. 10.27.23)

Submitted to City Council on 09.27.23

Classification (title)	Proposed Classifications / New Classifications	Department	New Department	Grade	Proposed Grade	Hrly Min	Hrly Mid	Hrly Max	Annual Min	Annual Mid	Annual Max	FLSA
Manager, Water/WW Operations		Water / Wastewater		204		\$32.23	\$40.29	\$48.35	\$67,038	\$83,803	\$100,568	Exempt
Assistant Director		Parks And Recreation		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Fire Battalion Chief		Fire Department		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	NE
Manager, Facilities Management		Facilities		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Manager, Info Technology		Info. Technology		205		\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
NEW	Engineer in Training (EIT)		Engineering Dept.		205	\$35.46	\$44.32	\$53.19	\$73,757	\$92,186	\$110,635	Exempt
Assistant Director		Finance		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Assistant Director		Public Works		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Civil Engineer		Public Works	Engineering Dept.	206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Manager, Finance Accounting		Finance Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Manager, Finance Operations		Finance Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Police Lieutenant		Police Department		206		\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
NEW	Assistant Director		Development Services		206	\$39.00	\$48.76	\$58.51	\$81,120	\$101,421	\$121,701	Exempt
Assistant Fire Chief		Fire Department		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
City Clerk		City Clerk		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
City Prosecutor		City Attorney		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Director of Parks & Rec		Parks And Recreation		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Police Commander		Police Department		207		\$42.90	\$53.63	\$64.36	\$89,232	\$111,550	\$133,869	Exempt
Assistant City Attorney		City Attorney		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Director of Human Resources		Human Resources		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Director of Planning & Zoning		Planning And Zoning	Development Services	208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Director, Economic Development		Economic Development		208		\$47.20	\$60.51	\$73.82	\$98,176	\$125,861	\$153,546	Exempt
Chief of Police		Police Department		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Director of Finance		Finance		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Director of Public Works		Public Works		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Fire Chief		Fire Department		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Magistrate		Municipal Court		209		\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
NEW	City Engineer	Public Works	Engineering Dept.		209	\$51.91	\$66.56	\$81.20	\$107,973	\$138,445	\$168,896	Exempt
Assistant City Manager		Administration		300		\$57.11	\$73.21	\$89.32	\$118,789	\$152,277	\$185,786	Exempt
City Attorney		City Attorney		300		\$57.11	\$73.21	\$89.32	\$118,789	\$152,277	\$185,786	Exempt
City Manager		Administration		302		\$69.10	\$88.59	\$108.08	\$143,728	\$184,267	\$224,806	Exempt

Exhibit 2

DEVELOPMENT SERVICES DEPARTMENT

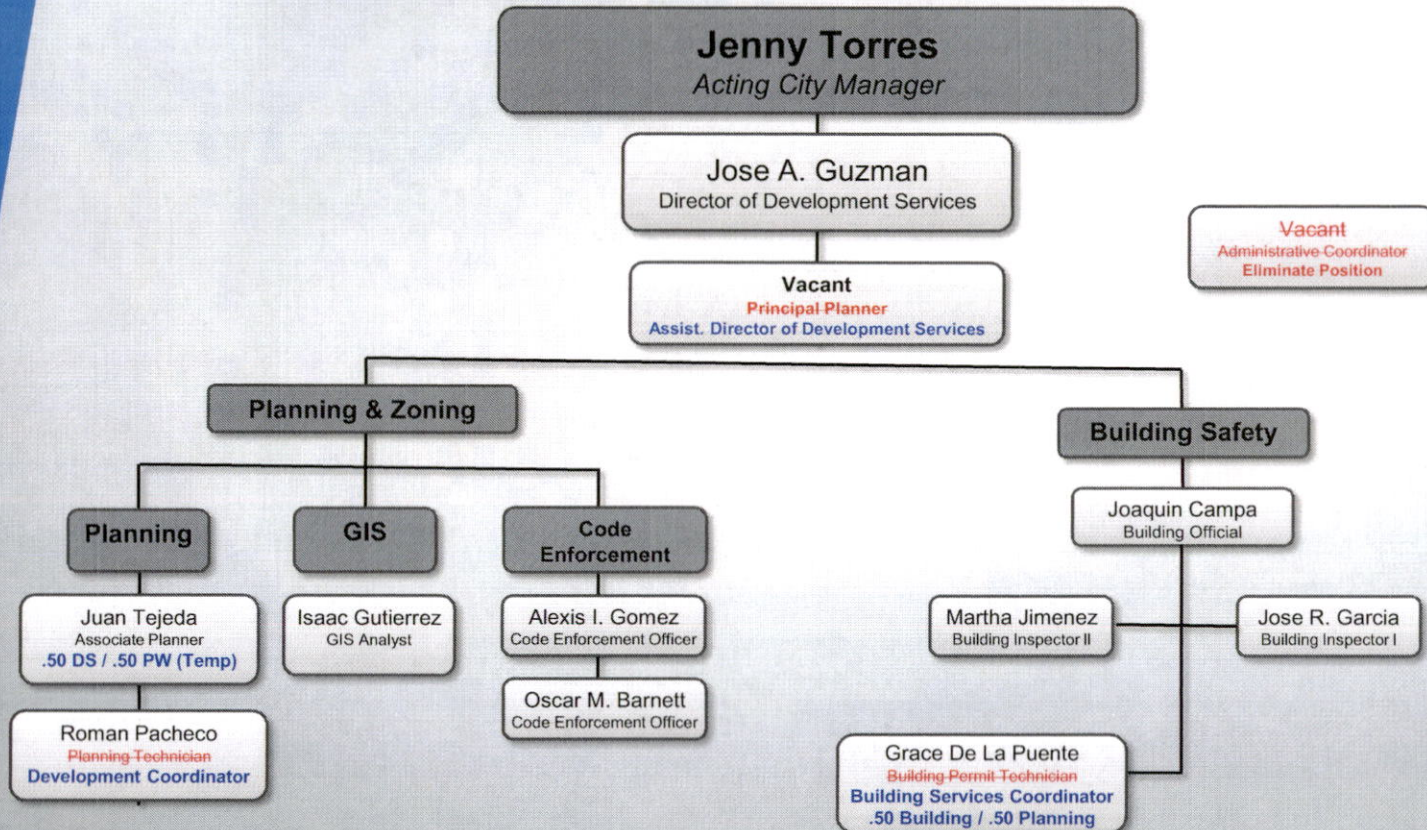


Exhibit 2



PUBLIC WORKS DEPARTMENT

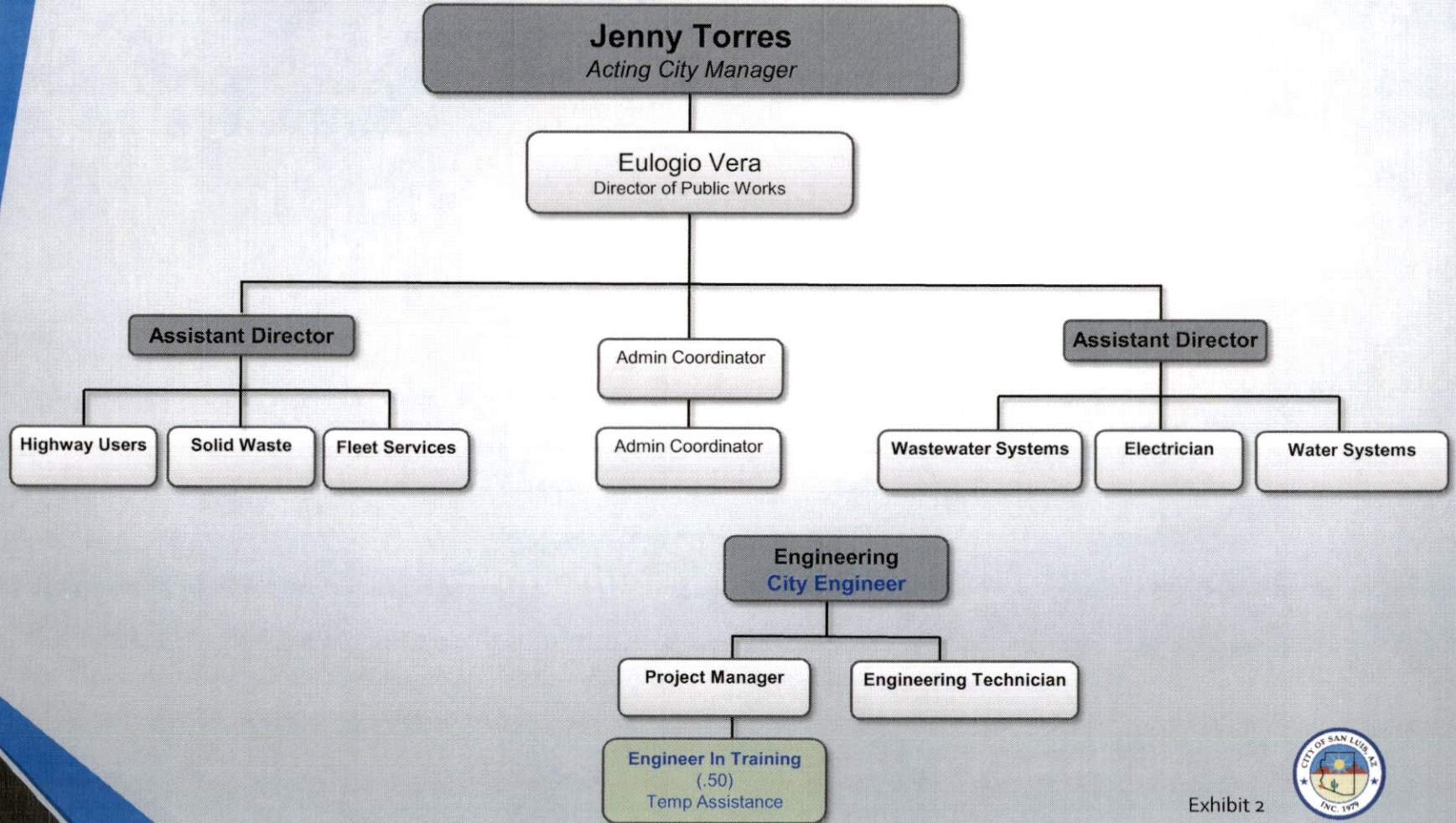


Exhibit 2



FACILITIES MAINTENANCE DEPARTMENT

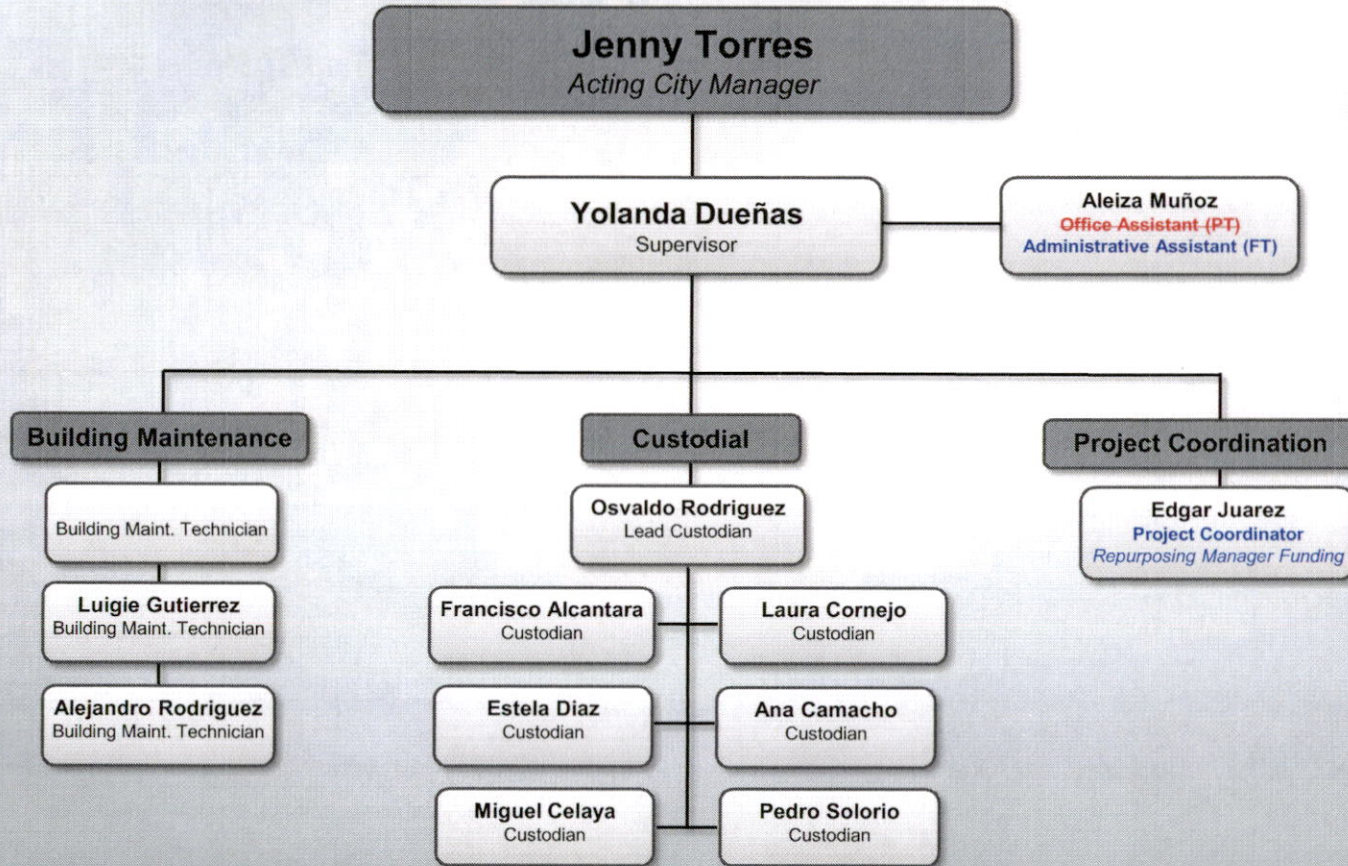


Exhibit 2



PARKS & RECREATION DEPARTMENT

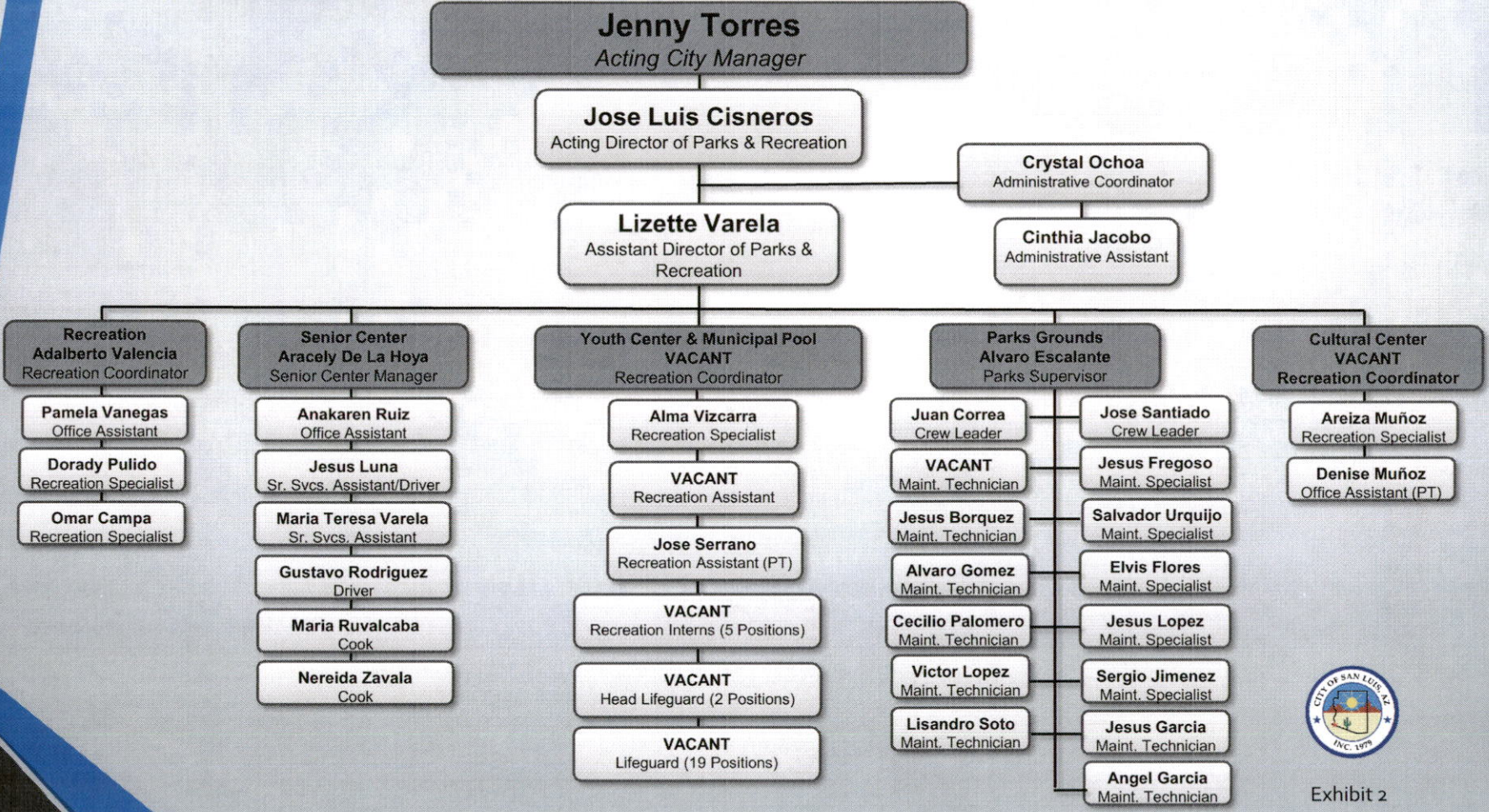


Exhibit 2

FIRE DEPARTMENT

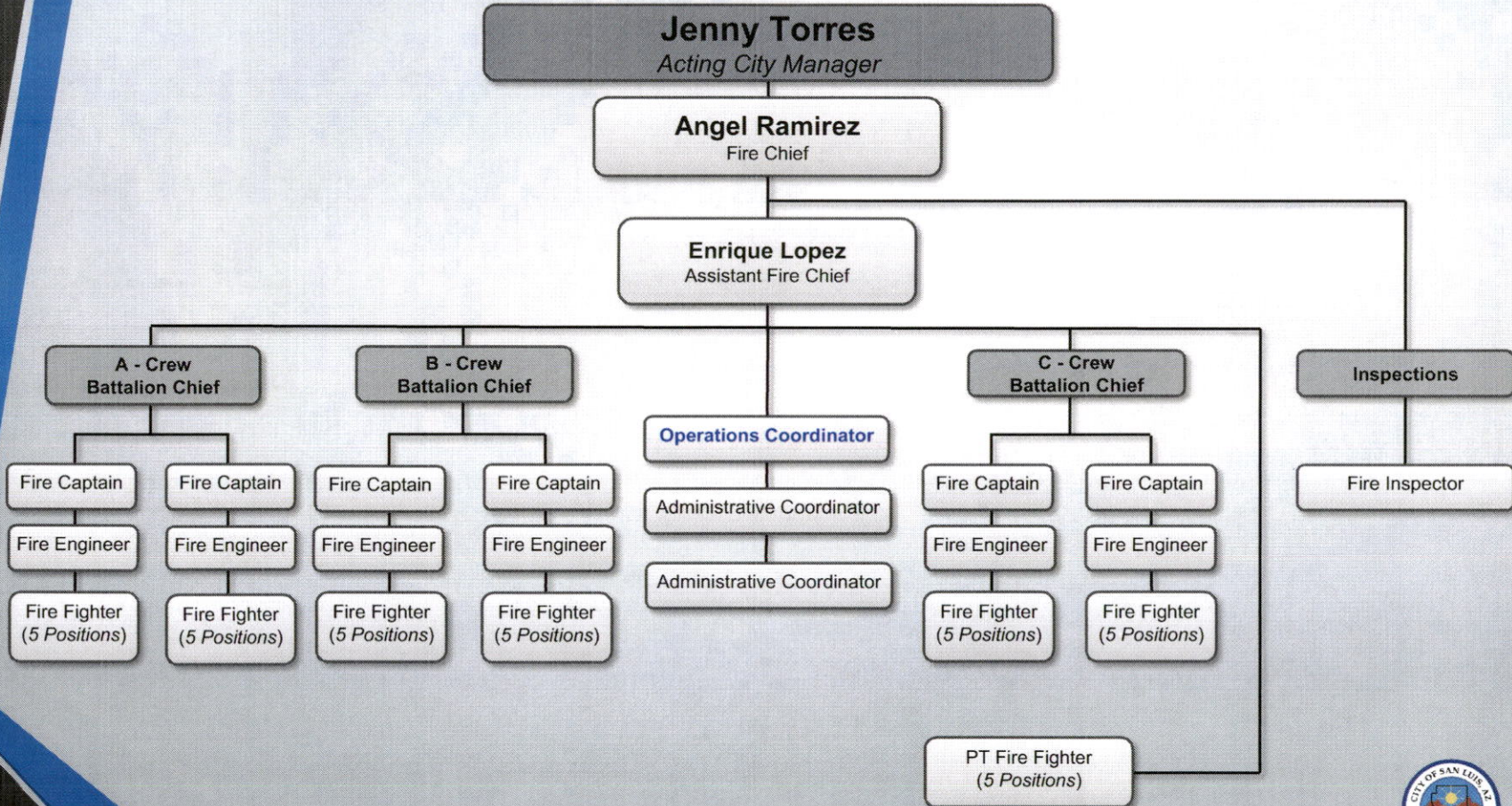


Exhibit 2





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 09/27/2023

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

Submitted By: Manuel Hernandez, Project Manager, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Elgin Broom Bear Street Sweeper from RWC Group. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works is seeking Mayor and City Council's approval for the purchase of a new Elgin Broom Bear Street Sweeper from RWC Group 600 N. 75th Avenue Phoenix, AZ 85043, in the amount of \$360,507.67. Currently, Public Works has two (2) street sweepers in operation that are over eight years old each. Street Sweepers require more routine maintenance than other city vehicles, and parts take longer to arrive, resulting in longer downtimes. Throughout the year, there are times when both street sweepers are down at the same time, and Public Works cannot complete our daily routes. The addition of a new street sweeper will result in providing an overall better service to our community and reducing downtime. The purchase will be made by piggy-backing off the 2023 Maricopa County Agreement with the RWC group. Public Works invested a great deal of time speaking with other Cities such as Glendale, Tempe, Chandler, and Mesa and testing other leading street sweeper manufacturers before deciding on the Elgin Broom Bear.

Public Works is seeking the Mayor and City Council's approval to process a budget transfer as presented on the fiscal impact of this item and to approve this purchase in the amount of \$360,507.67. This purchase falls under City Code 3.05.090 Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW STREET SWEEPER IN THE AMOUNT OF \$360,507.67 AND TO APPROVE A BUDGET TRANSFER AS PRESENTED IN THE FISCAL IMPACT OF THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City and Federal
TOTAL:	\$360,507.67
BUDGETED AMOUNT:	\$295,000.00/account # 200-210-90000
AVAILABLE AMOUNT TO TRANSFER:	\$65,507.67/account # 255-210-90015.219

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - Equipment
255-210-90015.219
/\$295,000.00

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

We are requesting council approval to do a budget transfer of \$65,507.67 from account Merrill Avenue Improvement phase II 255-210-90015.219 to account 200-210-90000 to complete this purchase.

Attachments

RWC final proposal August 17 2023 for body and chassis
Maricopa County 2023 230202-LETTER - Award Contract
FORM - Budget Adjustment for purchase 08282023

RL415661

Sent 8/17
w/new date



MV607 SBA

Sales Proposal For:
City of San Luis

Presented By:
RWC Group

Prepared For:
City of San Luis
Jorge Perez
1311 North 4th Avenue
San Luis, AZ 85349-
(928)336 - 8881
Reference ID: Broom Sweeper

Presented By:
RWC Group
Mary R Wilson
600 North 75th Avenue
PHOENIX AZ 85043 -
(602)307-1050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2024 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Street Sweeper
MISSION:	Requested GVWR: 35000. Calc. GVWR: 33000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.63% / 2.51% @ 55 MPH Calc. Geared Speed: 66.0 MPH
DIMENSION:	Wheelbase: 140.00, CA: 72.90, Axle to Frame: 22.00
ENGINE, DIESEL:	{Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 23082T} Two-Speed, 23,000-lb Capacity, R Wheel Ends Gear Ratio(s): 6.17, 8.40
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 503 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G M713 ECOPIA (BRIDGESTONE), 499 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson HAS 230} 23,000-lb Capacity, 8.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 140.00 Wheelbase, 72.90 CA, and 22.00 Axle to Frame.	5354/2774	8128

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2 <u>Notes</u> : Pricing may change if axle configuration is changed.	0/0	0
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ENGINE

12ESJ	ENGINE, DIESEL {Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)	573/-9	564
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	12/-2	10
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	3/0	3
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2

TRANSMISSION

13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	203/80	283
13WWU	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Street Sweeper, Package Number 169	0/0	0
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, with On/Off Switch	0/0	0
13WWW	NEUTRAL AT STOP OMIT	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button, for Allison 3000 & 4000 Series Transmission	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS			
14CDP	AXLE, REAR, SINGLE {Dana Spicer 23082T} Two-Speed, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.17, 8.40	0/405	405
14TAZ	SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 8.5" Ride Height, with Shock Absorbers	0/56	56
14WCJ	SHOCK ABSORBERS, REAR (2) Mounted Inside Rails	0/0	0
FRONT AXLES			
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity	42/0	42
FRONT SUSPENSIONS			
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	25/0	25
3770	SPRINGS, FRONT AUXILIARY Rubber	10/0	10
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab <u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16WBZ	ARM REST, LEFT, PASSENGER SEAT	3/0	3
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	0/0	0
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	41/1	42
16VEX	CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped)		
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16VCN	KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, with Auxiliary Button for Work Light Function Includes One Key Fob	1/0	1
16WSE	LOW WASHER FLUID INDICATOR	1/0	1
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	2/1	3
16SNV	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u>		
	: Mirror Dimensions are Rounded to the Nearest 0.5"		
16SSC	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Breakaway, Bright	0/0	0
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	-12/-6	-18
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment	67/37	104
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
FRAMES			
1CAD	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 455.0" (11557mm) Maximum OAL	87/8	95
1LNN	BUMPER, FRONT Contoured, Steel, Chrome Plated	0/0	0
1UBV	CROSSMEMBER, INTERMEDIATE Omit Intermediate Crossmember	-10/-10	-20
1SCK	CROSSMEMBER, REAR, AF (1) for 50 Degree Tapered Frame Rails	61/89	150
1AMU	FRAME RAILS WITH TAPERED REAR 50 Degree Taper (Full)	0/0	0
1MCK	SPECIAL FRAME PIERCING for Elgin Sweeper Company "AF Broom Bear" Body	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	9/-1	8
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck	25/-25	-50

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4		
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	9/21	30
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	124/0	124
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli	16/0	16
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/195	195
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake	0/39	39
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/14	14
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	36/2	38
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve	20/-3	17
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4XAD	AIR TANK LOCATION (2) : One Mounted Outside Right Rail Back of Cab, One Mounted Inside Right Rail Back of Cab	21/40	61
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power	29/-7	22
5708	STEERING COLUMN Tilting	13/3	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0

DRIVELINES

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	8/20	28
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EXHAUST SYSTEMS

7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	125/53	178
7BEV	AFTERTREATMENT COVER Steel, Black	9/4	13
7WCM	EXHAUST HEIGHT 8' 10"	11/13	24
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	8/9	17
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
7WAZ	TAIL PIPE (1) Turnback Type	4/5	9

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	0/0	0
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8XLT	ALARM, PARK BRAKE, TIMER Programmable Parameter to Change Alarm Trigger Time	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXD	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	5/19	24
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	20/33	53
8VZP	BEACON MOUNTING BRACKET Cab Provision Includes Roof Brackets for Customer Lights and Bracket Mounting	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	1/0	1
8XLG	FUSES, ELECTRICAL (7) Spare Fuses with a Variety of Ratings, Stored in a Module Located Near the Fuse Block, in the Main Fuse Panel Area	0/0	0
8XPB	HEADLIGHTS LED, with Daytime Running Lights	4/-1	3
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8VBE	HORN, ELECTRIC (1) Trumpet Style	0/0	0
8WWWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XMM	LIGHT, WORK, MTD UNDER HOOD (2) LED, Activates with Hood Open	0/0	0
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	2/1	3
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	4/1	5
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection	12/1	13
8TKD	STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT	0/-5	-5
8XKM	SWITCH, AIR HORN, PASSENGER Fire Truck Application; Momentary Switch Located in Instrument Panel Close to Passenger, Driver Also To Activate Switch with Lanyard	0/0	0
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	1/2	3
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8HAT	WIRING, SPECIAL Includes Wires Installed Through the Dash Panel and End in Engine Compartment, In Cab Wire Ends Will Have ESC Input Terminals, Engine Compartment Wire Ends will have Sealed Connectors	0/0	0
FRONT END			
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9HCY	GRILLE Molded in Black, with Chrome Surround	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10RHE	DUAL DRIVE Customer Intends to Convert to In-Cab Dual Drive Positions	0/0	0
10XAN	FIRE EXTINGUISHER 5 lb Class A B C	7/3	10
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension	12/0	12
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
FUEL TANKS			
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	12/-3	9
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-7/24	17
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
WHEELS, TIRES - FRONT			
27DJM	WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
7482133286	(2) TIRE, FRONT 11R22.5 Load Range H X LINE ENERGY Z (MICHELIN), 503 rev/mile, 75 MPH, All-Position	48/0	48
WHEELS, TIRES - REAR			
28DJM	WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24
7372139069	(4) TIRE, REAR 11R22.5 Load Range G M713 ECOPIA (BRIDGESTONE), 499 rev/mile, 75 MPH, Drive	0/104	104
WHEELS MISC OPTIONS			
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29ACD	TIRE VALVE CAP Flo-Thru Design	0/0	0
BODY INTEGRATION			
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output) Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A	0/0	0
Services Section:			
WARRANTY			
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
40YYJ	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
40TVZ	SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Utility or Other Vocations (ST08, ST17-ST22, TT01, TT02, TT05, AG04, SP01, SP03-SP05)	0/0	0
40XUJ	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission	0/0	0
Total Component Weight:		7202/3901 (lbs)	11103 (lbs)
1	Norwood Broom Bear	0/0	0
Total Body Allied:		0/0 (lbs)	0 (lbs)
KAFFENBARGER	Dual Drive and PTO-Kaffenbarger for install	0/0	0
RUBEN WINDOWS	Tinted Windows	0/0	0
Central Dispatch	DEF and Diesel +Delivery to San Luis	0/0	0
RWC PARTS	Extra Keys total of 4	0/0	0
RWC Service	Turn Idle timer off and DEF heater	0/0	0
Total Goods Purchased:		0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Total Factory List Price Including Options:		\$160,953.00
Total Goods Purchased:		\$19,167.00
Freight Charge	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$183,220.00
Less Customer Allowance:		(\$50,098.28)
Total Vehicle Price:		\$133,121.72
Total Body/Allied Equipment:		\$206,648.00
Total Sale Price:		\$339,769.72
Total Per Vehicle Sales Price:		\$339,769.72
Total Net Sales Excluding Taxes:		\$339,769.72
Arizona Tire Tax, 6 Tires	\$12.00	
Sales Tax, Pima County	\$20,725.95	
Total Taxes:		\$20,737.95
Net Sales Price:		\$360,507.67

Maricopa County Contract

If applicable, Federal Excise Tax (FET) is included in the net sales price above.

Terms of payment are cash on delivery and prices quoted are FOB Phoenix, AZ (unless otherwise noted).

This quote is good for 30 days. All inventory units are subject to prior sale. Unless otherwise noted, the quote above does NOT include title and licensing charges or Arizona state sales tax.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Chief Procurement Officer
301 W. Jefferson St. Suite 700
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

August 23, 2023

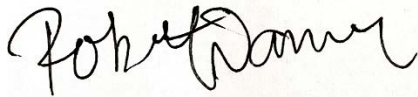
RE: VEHICLE REPLACEMENT PROGRAM

We are pleased to notify you Maricopa County has awarded your firm a contract to supply services and/or commodities per the subject contract with an effective date of **September 01, 2023**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award.

If you have any questions regarding the **230202-C-S** contract, please contact **Robert Namor** at **602-506-8707**.

Sincerely,



Robert Namor, Procurement Officer
Office of Procurement Services

RN/mm
Attach.

cc: Office of Procurement Services
Re: **Serial 230202-C**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 09/27/2023

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

Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the amendment to the Professional Services Agreement with PACE Advanced Water Engineering to include construction administration and Aquifer Protection Permit (APP) assistance. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:

On September 8th, 2021, the Mayor and City Council approved accepting professional services from PACE Advanced Water Engineering for the East WWTP Improvements design. Mayor and Council approved an initial amount of \$153,475.00 for this project. Public Works did not include construction administration. Since then, the scope of work for this project has also changed, to include Aquifer Protection Permit assistance.

Public Works is now requesting the Mayor and City Council's approval for an additional \$59,800.00 to add construction administration and Aquifer Protection Permit (APP) assistance. This purchase falls under the provisions of City Code 3.05.080 Professional Services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT THE AMENDED PROFESSIONAL SERVICES PROPOSAL FROM PACE ADVANCED WATER ENGINEERING; ADDING CONSTRUCTION ADMINISTRATION AND AQUIFER PROTECTION PERMIT ASSISTANCE IN THE AMOUNT OF \$59,800.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal Funds
TOTAL:	\$59,800.00
BUDGETED AMOUNT:	\$1,300,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$2,688,077.06
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - ARPA Revenue Loss Water Infrastructure / 255-021-90052.228 / \$2,688,077.06

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

N/A

Attachments

PACE Proposal



AUTHORIZATION FOR CHANGE ORDER

TO: City of San Luis	ATTN: Manny Hernandez
1090 E. Union St.	DATE: June 30, 2023
San Luis, AZ 85349	PROJECT: B722 East WWTP Improvements
	C.O. AUTHORIZATION #: 02

The following was not included in the original scope. We are requesting authorization to modify the original scope for additional budget.

Description of Services:

Task 22 – APP Other Amendment

- 1) The APP program is administered by ADEQ and regulates facilities that discharge pollutants to the land surface, underlying soil, or groundwater, where there is a reasonable probability that pollutants could reach the aquifer. Wastewater treatment facilities are required to obtain an individual APP for operation. Per ACC R18-9-A211 (Permit Amendments), material and substantial alterations or additions to a permitted facility will require a significant permit amendment.
- 2) Engineer will assist Owner with preparing the required application for the Other Amendment to the existing APP for process and equipment modifications and operation of the East Plant.
- 3) The following activities will be required to achieve the permitting objectives stated above:
 - a. APP Pre-Application Meeting
 - The Engineer will meet with the ADEQ to discuss the Project, the permitting schedule and permitting objectives.
 - b. APP Application Preparation
 - The Engineer will collect all of the data required for the APP under AAC Title 18, Chapter 9. This information will be compiled into the draft APP application and submitted for final review. This information will include general owner/operator information, demonstrations of financial and technical capability and site specific characteristics. Engineer will provide Owner with draft copies of the APP Significant Amendment application for review and comment prior to submission to ADEQ.
 - c. APP Respond to ADEQ Administrative and Technical Comments
 - Engineer will prepare responses to ADEQ’s administrative and technical comments, as necessary, during the review process. The Engineer will work with Owner to prepare timely, adequate responses to the agency.

Task 50 – Construction Services

- 1) Construction Management
 - a. Overall project management/coordination will be provided as required including, but not limited to preparing a project management plan, project communication/files, and quality

assurance and quality control (QAQC). Efforts to tracking progress and preparing monthly invoicing base on a schedule of value format.

- b. Kickoff and progress Meetings will be held on an as needed basis. These meetings provide a forum for submittal of project deliverables, identify efforts and accomplishments since the last meeting and establish expectations for the next meeting, ensuring that we will be available for advice and consultation.
- 2) Construction Engineer Support
 - a. Construction Engineer will provide support to the RPR with show drawings reviews, responding to requests for information (RFIs), fieldwork and coordination as necessary for the supervision of the three prime contracts to be fulfilled.
 - 3) Construction Engineer
 - a. Engineer shall furnish a Construction Engineer to assist Engineer in observing progress and quality of Work. The Construction Engineer is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Construction Engineer's actions. Assumes up to ten (10) site visits at \$3,500/visit (including two (2) days onsite, travel expenses and meals). Visits consist of nine (9) during construction and one (1) during startup.
 - b. It is recommended that startup visit includes screen manufacturer to provide startup and training assistance to the Owner and the Contractor.



**ENGINEERING FEE ESTIMATE
PROJECT WORKSHEET**

Project Data
Project Name: San Luis East WWTP
Client: City of San Luis
PACE Job Number: B722
Estimate Date: 06/30/2023 (CO#2)

2021 PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$255
Sr. Proj. Mgr./Sr. Consulting Engr.	\$225
Sr. Electrical Engineer / Sr. GIS Analyst	\$215
Project Manager /Consulting Engr./Sr. I&C Specialist	\$210
Sr. Proj. Engr./Sr. Design Engr.	\$185
Instrumentation & Controls Specialist	\$155
Proj. Engr/Design Engineer II	\$160
Design Engineer	\$130
Sr. CAD Designer	\$140
CAD Designer/GIS Analyst	\$110
Graphic Designer	\$110
Project Coordinator	\$95
Administrative Support	\$85
Assistant Designer	\$80
G.P.S. Survey Unit (w/Operator)	\$240
Expert Witness/Legal Consultation	\$350 + Exp.

Total Fee Amount: \$59,800

Item No.	Work Item Description	Estimated Manhours							Man-Power Subtotal	Subconsultant Cost	Reimburs. Expenses	Total Task Costs
		Principal	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Instrumentation & Controls Specialist	Project Engineer /Design Engr. II	Design Engineer	CAD Designer /GIS Analyst	Admin Support				
		255	210	155	160	140	110	85				
22	APP Other Amendment								\$8,720	\$0	\$500	\$9,220
22.1	APP Other Amendment	8	16		8			24	\$8,720		\$500	\$9,220
50	Construction Services								\$47,080	\$0	\$3,500	\$50,580
50.1	Construction Management	8	8					16	\$5,080		\$500	\$5,580
50.2	Construction Engineer Support		8		24	32			\$10,000			\$10,000
50.3	Construction Engineer (10 Site Visits)				200				\$32,000		\$3,000	\$35,000
TOTALS		16	32	0	232	32	0	40	\$55,800	\$0	\$4,000	\$59,800



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. G.

Meeting Date: 09/27/2023

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 an agreement for the City of San Luis to become a Sister City with the City of Magdalena de Kino, Sonora, Mexico. **(Olivia Jenkins, Operations Coordinator)**

SUMMARY:

The Mexican Consul in Yuma, Arizona, Dulce María Álvarez, brought to the City of San Luis the opportunity to become a Sister City with a Mexican city in the Mexican State of Sonora. The Mayor chose the City of Magdalena de Kino. It is one of only two cities in Sonora holding the distinction of *pueblo mágico* for its historical significance and tourist destination.

On September 28, 2023, a ceremony formalizing sister cities agreements between the cities of Sonora and Arizona will happen in Scottsdale at the Museum of the West. Council Members Tadeo Azael De La Hoya and Javier Vargas will be present for the signing of the attached agreement.

The purpose of the agreement is to promote cooperation between the cities to promote education, cultural exchange, and trade in both cities.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE SISTER CITY AGREEMENT WITH THE CITY OF MAGDALENA DE KINO.

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 may be a cost once a cooperative project or projects are decided upon by the two cities and budgets are allocated during the regular budgeting process.

Attachments

Sister City Agreement - Magdalen de Kino

Scottsdale Independent Article

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF MAGDALENA DE KINO OF
THE STATE OF SONORA OF THE UNITED MEXICAN STATES AND THE CITY
OF SAN LUIS OF THE STATE OF ARIZONA OF THE
UNITED STATES OF AMERICA**

The City of Magdalena de Kino of the State of Sonora of the United Mexican States and the City of San Luis of the State of Arizona of the United States of America, hereinafter referred to as "the Parties";

CONSIDERING their interest to strengthen the friendship ties and cooperation that join both Parties;

ACKNOWLEDGING that the cities have the intention to develop collaborative activities under the law provisions of the State of Arizona, and the United States of America federal governments, and the United Mexican States, with particular attention to the terms related to business exchange, commerce, culture, and craftsmanship;

DECLARING their decision to strengthen their relationship of collaboration through the proper legal channels;

CONVINCED of the importance of establishing mechanisms that contribute to the development and strengthening of bilateral cooperation, as well as the necessity to execute projects and actions that are effective in the commercial and social development of both Parties;

Have agreed to the following:

ARTICLE I

Objective

The objective of this Agreement is to formalize the sisterhood between the City of Magdalena de Kino from the State of Sonora of the United Mexican States and the City of San Luis from the State of Arizona of the United States of America to foster agreement and understanding between them and the institutions in their respective territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of common activities.

ARTICLE II

Areas of Cooperation

To reach the objective of this Agreement, the Parties commit themselves to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) promotion of business, investments, and commerce,
- b) promotion of culture,
- c) promotion of Tourism,
- d) government development (human resources improvement),
- e) education,
- f) science and technology,
- g) environment, and
- h) any other area of cooperation that the Parties may agree upon.

ARTICLE III

Modalities of Cooperation

The Parties agree that the actions of cooperation which are referred to in this Agreement shall be carried out through the following modalities:

- a) exchange of significant economic data;
- b) collaboration in the search of partners and in the execution of joined promotional initiatives, as well as expositions, to strengthen projects already determined;
- c) business participation and promotion of respective cities in fairs, expositions, and conferences in both cities;
- d) cooperation between public and private companies;
- e) mutual comprehension and support, based on either city's available cultural resources, of tours, music performances, co-productions, and other artistic programs;
- f) joint collaboration between universities and research centers, and
- g) any other modalities that the Parties may agree upon.

ARTICLE IV

Extent of Ability under the Law

The Parties commit themselves to carry out the modalities of cooperation referred to in Article III of this Agreement in accordance with their respective faculties, subject to the political and economic laws and regulations of their respective Governments.

ARTICLE V

Annual Action Programs

In order to achieve the objectives of this Agreement, the Parties agree to formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of this Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity, and duration of the assigned personnel to objectives and activities;
- d) responsibility of each Party;
- e) assignment of materials, personnel, and financial resources;
- f) evaluation mechanism and criteria, and
- g) any other appropriate information.

The operation of this Agreement shall not be conditioned to the signing Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibitions exist or are derived by law, institutional norms, or customs.

The Parties shall meet annually in order to evaluate the results derived from this Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce progress reports of achievements based on this Agreement and shall communicate them to their respective Chancellery or its equivalent, as well as the bilateral departments determined by mutual agreement.

Both Parties agree to formulate the first Action Program within sixty (60) days after the signing date of this Agreement or at a time decided by agreement of the Parties.

ARTICLE VI

Collaboration of Additional Proposals

Notwithstanding the Annual Action Program referred to in Article V of this Agreement, each Party may formulate additional proposals as they may arise during the implementation of activities predetermined through the AAP.

ARTICLE VII

Coordination and Follow-Up Mechanism

In order to establish a mechanism and criteria for the coordination, supervision, and evaluation of the activities carried out under this Agreement, as well as to ensure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, shall be established, and coordinating each parties' activities the following areas:

On behalf of the City of Magdalena de Kino, of the State of Sonora of the United Mexican States, is designated the Office of the Mayor or its designee.

On behalf of the City of San Luis, of the State of Arizona of the United States of America, is designated the Office of the Mayor or its designee.

The Working Group shall meet periodically in a location agreed upon by the Parties in order to evaluate the activities derived from the application of this Agreement. The Working Group shall have the following functions:

- a) make the necessary decisions in order to carry out the objectives of this Agreement;
- b) identify the areas of common interest in order to elaborate and formulate specific projects;
- c) orient, organize, and formulate relevant recommendations in order to fulfill the activities of this Agreement;
- d) receive, examine, and approve the progress reports in the areas of cooperation within this Agreement, and
- e) any other functions that the Parties may agree upon.

ARTICLE VIII

Financing

The Parties shall finance the activities referred to in this Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, except in the case that alternate financial mechanisms may be used for specific activities if considered appropriate.

ARTICLE IX

Information, Material and Protected Equipment

The Parties agree that information, material, and protected equipment deemed classified by national legislation for national security or foreign relation purposes of either Party shall not be subject to transfer within this Agreement.

When undertaking activities pursuant to this Agreement, any information, material, and equipment that require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing the corresponding measures.

The transference of information, material, and equipment that is not protected or classified but whose exportation is regulated by one of the Parties shall be done according to the applicable national legislation and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

ARTICLE X

International Instruments

The cooperation referred to in this Agreement shall not affect the rights and duties which the Parties have acquired regarding other international instruments.

ARTICLE XI

Intellectual Property

If, as a result of actions carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, these shall be determined by the applicable national legislation or other controlling law, as well as the International Conventions, which are binding for both Parties.

ARTICLE XII
Employment Relationship

The personnel assigned by each Party for the execution of activities derived from this Agreement shall continue under the direction and dependence of the institution to which he/she pertains and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from this Agreement. Such participants shall be subject to the immigration, tax, customs, health, and national security laws of the receiving country and may not partake in any activity other than those pertaining to their functions without the previous authorization of the competent authorities in this field.

The Parties shall encourage the personnel involved in such activities to have medical, personal property damage, and life insurance so that if damage results from such activities derived from this Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII
Disputes Settlement

Any difference or divergence derived from the interpretation or application of this Instrument shall be resolved by both Parties in common agreement.

ARTICLE XIV
Final Provisions

This Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period and may be renewed for equal periods by evaluation and acceptance by both Parties through written communication.

This Agreement may be modified by mutual consent of the Parties by formalizing it through written communications and specifying the date of its enforcement.

Either of the Parties may, at any moment, terminate this Agreement by a written notification given to the other Party sixty (60) days in advance.

The anticipated termination of this Agreement shall not affect the completion of the activities formalized while it was in force.

[Intentionally left blank; signature page follows]

Signed in the City of Scottsdale, County of Maricopa, State of Arizona, United States of America, the 28th day of September of 2023, in two original and official copies in the Spanish and English languages, all texts being equally authentic.

**ON BEHALF OF THE CITY OF
MAGDALENA DE KINO,
OF THE STATE OF SONORA,
OF THE UNITED MEXICAN STATES**

**ON BEHALF OF THE CITY OF
SAN LUIS,
OF THE STATE OF ARIZONA
OF THE UNITED STATES OF AMERICA**

**Omar Ortez Guerrero
Mayor**

**Javier Vargas
City Council Member
for Mayor Nieves Riedel**

HONORABLE WITNESS

SCOTTSDALE INDEPENDENT

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COMMUNITY

Scottsdale venue hosts ceremony formalizing sister cities agreements

Between localities from Sonora and Arizona



(/uploads/original/20230922-112332-Chente Dorame

Family.jpg)

SUBMITTED PHOTO/ALISON ROSE

"Chente Dorame Family" by Werner Segarra

Posted Friday, September 22, 2023 11:24 am

The Consulate General of Mexico in Phoenix, in collaboration with public and private sector partners, will hold a ceremony to formalize Sister Cities Agreements between localities of Arizona and Sonora 5 p.m. Thursday, Sept. 28, at Western Spirit: Scottsdale's Museum of the West, 3830 N. Marshall Way.

This event will be held in the framework of the photographic exhibition "Cowboys of the Devil's Cross", featuring 30 years of photography of the Mexican Sonoran cowboy culture, presented by Werner Segarra.

The main authorities of the following localities will be in attendance to sign the agreements: Flagstaff, Arizona - Navojoa, Sonora; Cottonwood, Arizona - Mazatán, Sonora; Show Low, Arizona - Ímuris, Sonora; Avondale, Arizona - Puerto Peñasco, Sonora; Superior, Arizona - Huásabas, Sonora; Nogales, Arizona - BÁCum, Sonora; Nogales, Arizona - Cananea, Sonora; Nogales, Arizona - Ímuris, Sonora; and Tolleson, Arizona - Fronteras, Sonora.



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During the formalization ceremony, the Governor of Sonora, Alfonso Durazo Montaña, and the Director for the Southern Arizona Office, Marisol Flores-Aguirre, will serve as honorary witnesses of these important agreements.

Political, academic, business and community stakeholders who have been allies to strengthen the bilateral relationship between these great states will be also in attendance.

The primary goal of Sister Cities Agreements is to promote multi-thematic cooperation between local governments in different countries, facilitating academic, cultural, social and trade exchanges. By doing so, these agreements foster the social and economic development of the subscribing communities and entities involved.

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Keywords

Scottsdale (/search_mode/keyword/browse.html?search_filter=Scottsdale), Arizona (/search_mode/keyword/browse.html?search_filter=Arizona), Mexico (/search_mode/keyword/browse.html?search_filter=Mexico)

OTHER ITEMS THAT MAY INTEREST YOU

Scottsdale hosts Arizona Construction Workforce Management Summit (</scottsdale-independent/stories/scottsdale-hosts-arizona-construction-workforce-management-summit,448903>)

Merchantile Market returns to Scottsdale Civic Center (</scottsdale-independent/stories/merchantile-market-returns-to-scottsdale-civic-center,448871>)

Projects approved at Scottsdale's Paiute Neighborhood Center (</scottsdale-independent/stories/projects-approved-at-scottsdales-paiute-neighborhood-center,448868>)

Desert Foundation Auxiliary hosts Desert Ball in Scottsdale (</scottsdale-independent/stories/desert-foundation-auxiliary-hosts-desert-ball-in-scottsdale,448866>)

MOST POPULAR STORIES IN SCOTTSDALE

FSL hires Scottsdale resident as development director (</scottsdale-independent/stories/fsl-hires-scottsdale-resident-as-development-director,448058>)

TGen's Step-N-Out event is Nov. 5 in Scottsdale (</scottsdale-independent/stories/tgens-step-n-out-event-is-nov-5-in-scottsdale,447918>)

New poll shows no need for new hospital in north Scottsdale (</scottsdale-independent/stories/new-poll-shows-no-need-for-new-hospital-in-north-scottsdale,447915>)

Rosewood Scottsdale now open to treat adolescents with eating disorders (/scottsdale-independent/stories/rosewood-scottsdale-now-open-to-treat-adolescents-with-eating-disorders,447663)

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E-NEWSPAPER

September 2023
 Vol. 23 No. 18
SCOTTSDALE INDEPENDENT
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Experts: Scottsdale City Council slowing growth
Members wrestle with no-growth perception
Agreement approved to treat water for Rio Verde
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MOST RECENT

Scottsdale hosts Arizona Construction Workforce Management Summit (</scottsdale-independent/stories/scottsdale-hosts-arizona-construction-workforce-management-summit,448903>)

Construction leaders and professionals are coming together once again to discuss trends and solutions for some of the industry's and region's most pressing workforce challenges. Arcoro, a ...

Merchantile Market returns to Scottsdale Civic Center (</scottsdale-independent/stories/merchantile-market-returns-to-scottsdale-civic-center,448871>)

Scottsdale Quarter's Fall Concert Series continues (</scottsdale-independent/stories/scottsdale-quarters-fall-concert-series-continues,448869>)

Projects approved at Scottsdale's Paiute Neighborhood Center (</scottsdale-independent/stories/projects-approved-at-scottsdales-paiute-neighborhood-center,448868>)

Desert Foundation Auxiliary hosts Desert Ball in Scottsdale (</scottsdale-independent/stories/desert-foundation-auxiliary-hosts-desert-ball-in-scottsdale,448866>)

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. H.

Meeting Date: 09/27/2023

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 the prosecutor vacancy. ***CONTINUED FROM THE SEPTEMBER 13, 2023, REGULAR COUNCIL MEETING (Kay Marion Macuil, City Attorney)***

SUMMARY:

The staff from the Prosecutor's Office have notice of this item. If they are present at the Council Meeting for this item and want to be heard, they should be heard as a courtesy since it may affect them.

City Council Actions at the September 13, 2023, Regular Council Meeting

At the September 13, 2023, Regular Council Meeting, the majority of the Council voted against the motion for filling the vacancy as prosecutor with a part-time independent contractor. However, since the next motion was to continue the item for more information, the original motion is brought back for reconsideration, as well as a motion to recruit a prosecutor as an employee. The new information included in the agenda is the attachment of the prosecutor's budget and the pay grade range salary only, salary with benefits, and the savings if a newly licensed attorney is hired at the minimum range of the pay grade.

Background

The Office of City Prosecutor is a division under the Office of the City Attorney.

In August 2015, the City of San Luis switched from contracting an attorney in private practice to employing an in-house prosecutor. Since September 8, 2023, an attorney in private practice has been covering the position on a 90-day contract (expiring December 6, 2020, to 3) due Prosecutor de la Vara accepting a position with the Yuma County Attorney's Office.

What the Prosecutor Does

Prosecutors have the duty to serve justice and fairness.

Prosecution

The City Prosecutor is an attorney who enforces the laws within the jurisdiction of the San Luis Municipal Court (these are the criminal misdemeanors and contested tickets within the San Luis City Limits. The practice of law is divided into criminal and civil law. Prosecutors deal with criminal law and do not litigate civil lawsuits.

The prosecutor handles all aspects of the cases. Based on the facts, the law, and the rules of procedure, the prosecutor decides whether a criminal matter should be charged and, if so, what should

be charged. The prosecutor also decides (on the same criteria) whether a contested case should proceed to court. From there, the prosecutor may need to create or amend charging documents, produce timely motions, and attend hearings on such documents. If the charges are contested, the law requires a pre-trial (a settlement conference) with the defendant or, if represented, with the defendant's attorney. If it settles, the prosecutor may prepare a plea agreement or review with the defense attorney to be sure it complies with the agreement and with constitutional and other legal standards. If it doesn't settle, then there is trial preparation. Interviewing Police, other witnesses, and the victims of the crime, determining what documents and physical evidence might be needed and what witnesses could introduce the various types of evidence. If the verdict is for the prosecution, there are sentencing recommendations and evidence of the restitution owed to the victims.

Victim Services

In all the crucial steps to prosecution, the victims of the crimes must be informed. Arizona's law requires prosecutors to maintain a victim services program.

No matter whether an employee or a contractor holds the position, the above responsibilities are the obligations of the prosecutor.

Cost Comparison for Services

In-House Prosecutor (Full-Time)

- The prosecutor put in more than 40 hours per week as an exempt employee. Over the last eight (8) years, the Paralegal also put in more than 40 hours per week. For the fiscal year ending June 30, 2023, she worked 355.33 hours overtime. Since July 1, 2023, she has put in over 76 hours of overtime.
- In addition to performing the above-described duties, the in-house prosecutor made himself available for calls from San Luis Police at all times, including nights, weekends, and holidays.
 - prepared training and presented them (along with the Paralegal) to the Police on report writing and preparation for trial.
 - created an ordinance where there was a gap in the misdemeanors in the City Code and the Arizona Statutes and
 - spoke and wrote fluent Spanish and did not need the services of an interpreter to meet with Spanish-speaking witnesses, victims, or defendants or to read witness statements in Spanish.

For the fiscal year ending June 30, 2023, the Prosecutor Division with the salary and benefits of the Prosecutor, the Paralegal, and the Legal Secretary and the maintenance and supplies for the office totaled \$343,623.55. (Please see the attachment for the entire itemized budget). \$168,300.00 of that budget was for the former prosecutor's salary and benefits. A newly licensed attorney would be about \$116,000 with salary and benefits, a savings of \$52,300. The prosecutor's position in pay grade 207, the ranges are as follows:

Grade 207	Minimum	Middle	Maximum
Salary Only	\$ 89,232	\$111,550	\$133,869
Plus 30% for Benefits	\$117,00	\$145,015	\$174,030

Outside Prosecutor (Part-Time)

The outside prosecutor would use his or her own office and staff and not the city's.

- Private attorneys' time will be divided between San Luis prosecution and their private clients.
- Advising and providing training to the San Luis police is not expected. Attorneys have legal ethical duties of loyalty to former clients. It wouldn't be feasible for the contracted attorney to screen urgent calls from Police in the field to determine whether a former client is involved. Training might be a possibility, probably for added cost.
- Most of the local private attorneys who practice criminal law are bilingual. Those who are not

bilingual have support staff who are.

In Yuma County, Wellton and Somerton have outside counsel. They charge \$260.00 and \$265.00 per hour, respectively. Assuming 20 hours per week, 52 weeks per year, that would be approximately \$270,400.00 and \$275,600.00 yearly, respectively (Somerton also pays for Westlaw or Lexis, online legal research platforms-prices vary depending on the tools and resources selected. San Luis pays \$8,436.00 per year per attorney user; support staff is free). Wellton may have to pay for travel since their attorney is Phoenix-based. Both Wellton and Somerton have less population than San Luis, and their Municipal Courts are less busy. I have received a non-binding verbal quote from a local attorney who would contract for a flat fee of \$150,000.00 per year without the assistance of city staff.

In Arizona: Of the six (6) cities with a population similar to San Luis, only two (2) cities contract out for the prosecutions. Sierra Vista uses the County Prosecutor. El Mirage, for a flat fee of \$120,000.00 plus an additional charge for their subcontracted transcription and translation from Spanish to English of police interviews as needed for the court. San Luis also uses a transcription-translation service because certified translators are required for court documents. For the City of San Luis, transcription-translation services cost \$9,344.23 for the fiscal year that ended June 30, 2023. So, El Mirage may be about \$130,000.00 per year without the assistance of city staff.

Other Considerations

Only in-house prosecutors have access to specialized training and networking on the prosecution and police advice side of criminal law practice through the Arizona Law Enforcement Legal Advisors Association. Despite Mr. de la Vara's decades of criminal law practice, he learned from being a part of the association and attending their free training.

Outside prosecutors are responsible for carrying insurance and any liability they create due to their own negligence, etc. In-house prosecutors would be on the Risk Pool policy with the city.

Alternative Suggested Motion

The first alternative, a vote in favor, would change the position to an independent contractor. This is the same motion from September 13, 2023. That vote was majority, no.

The second alternative, a vote in favor, would leave the position as an employee in the classified service.

(Note: staff intends to recruit for an attorney newly licensed by the bar).

Recommendation

Administration and legal counsel reviewed both alternatives, and it's recommending an in house prosecutor based on the City population, cases received in the prosecutor office, and the legal training provided to our police department.

RECOMMENDATION / SUGGESTED MOTION:

ALTERNATIVE MOTION

I MOVE TO APPROVE THE PROSECUTOR'S POSITION AS INDEPENDENT CONTRACTOR AND TRANSFER THE BUDGET FOR THE POSITION TO PROFESSIONAL SERVICES.

ALTERNATIVE MOTION

I MOVE TO CONTINUE THE PROSECUTOR'S POSITION AS A FULL-TIME EMPLOYEE POSITION.

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

We have budget allocated for the Prosecutor position. Whether the prosecutor's office is in-house or outsourced, the funds budgeted for the position will be used. If council approves filling vacancy with an independent contractor we need authorization to move the budget for this position from the salary line to the Contractual Services line.

Attachments



Expense Budget Performance Report

Fiscal Year to Date 08/10/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
Department 118 - City Prosecutor										
EXPENSE										
50000	Salaries	219,320.00	.00	219,320.00	8,726.41	.00	25,913.02	193,406.98	12	223,892.28
50005	Part-Time/Hourly	25,000.00	.00	25,000.00	.00	.00	1,002.00	23,998.00	4	2,161.50
50010	Overtime	3,000.00	.00	3,000.00	5.25	.00	1,113.71	1,886.29	37	380.14
50110	Vision	410.00	.00	410.00	18.18	.00	54.54	355.46	13	409.26
50115	Medfica	3,590.00	.00	3,590.00	126.61	.00	406.42	3,183.58	11	3,283.29
50120	Fica	15,340.00	.00	15,340.00	541.38	.00	1,737.79	13,602.21	11	14,038.92
50125	Medical Insurance	21,550.00	.00	21,550.00	897.87	.00	2,693.61	18,856.39	12	21,548.88
50130	State Retirement	27,390.00	.00	27,390.00	954.02	.00	2,960.11	24,429.89	11	23,763.80
50135	State Unemployment	1,490.00	.00	1,490.00	52.40	.00	167.86	1,322.14	11	1,326.91
50140	Life Insurance	2,460.00	.00	2,460.00	.00	.00	142.23	2,317.77	6	1,649.28
50145	Worker's Compensation	550.00	.00	550.00	19.21	.00	61.87	488.13	11	383.01
50155	Dental	1,050.00	.00	1,050.00	42.32	.00	126.96	923.04	12	1,015.68
60000	Office Supplies	6,600.00	.00	6,600.00	.00	6,040.17	101.67	458.16	93	4,555.91
60005	Other Supplies	355.00	.00	355.00	.00	.00	.00	355.00	0	431.05
60006	External Printing	150.00	.00	150.00	.00	.00	.00	150.00	0	7.29
60020	Dues/Subscriptions	6,150.00	.00	6,150.00	.00	4,000.00	656.00	1,494.00	76	5,769.12
60025	Uniforms/Other	400.00	.00	400.00	.00	.00	.00	400.00	0	297.72
60030	Postage	2,400.00	.00	2,400.00	.00	.00	.00	2,400.00	0	1,689.60
60035	Minor Tools/Equipment Supplies	300.00	.00	300.00	.00	.00	.00	300.00	0	1,771.69
70000	Vehicle Maintenance	500.00	.00	500.00	.00	.00	.00	500.00	0	33.65
70005	Gas/Oil	250.00	.00	250.00	.00	.00	.00	250.00	0	141.55
70025	Maintenance/Other	.00	.00	.00	.00	420.00	.00	(420.00)	+++	441.00
70040	Software Use/Support	16,600.00	.00	16,600.00	.00	.00	.00	16,600.00	0	13,641.52
80000	Contractual Services	16,000.00	.00	16,000.00	.00	.00	2,105.32	13,894.68	13	10,836.64
80005	Special Services	150.00	.00	150.00	.00	.00	.00	150.00	0	.00
80025	Travel and Per Diem	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	.00
80027	Conferences / Registration Fees	900.00	.00	900.00	.00	.00	.00	900.00	0	249.00
80045	Land Lines	600.00	.00	600.00	.00	.00	39.58	560.42	7	475.31
80046	Cell Phones & Others Devices	2,300.00	.00	2,300.00	.00	.00	.00	2,300.00	0	2,117.36
80047	Office Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,589.95
80050	Utilities Electricity	4,400.00	.00	4,400.00	.00	.00	.00	4,400.00	0	4,153.34
80055	Utilities Water & Sewer	1,900.00	.00	1,900.00	.00	.00	.00	1,900.00	0	1,568.90
EXPENSE TOTALS		\$383,605.00	\$0.00	\$383,605.00	\$11,383.65	\$10,460.17	\$39,282.69	\$333,862.14	13%	\$343,623.55
Department 118 - City Prosecutor Totals		(\$383,605.00)	\$0.00	(\$383,605.00)	(\$11,383.65)	(\$10,460.17)	(\$39,282.69)	(\$333,862.14)	13%	(\$343,623.55)
Fund 100 - General Fund Totals		\$383,605.00	\$0.00	\$383,605.00	\$11,383.65	\$10,460.17	\$39,282.69	\$333,862.14		\$343,623.55
Grand Totals		\$383,605.00	\$0.00	\$383,605.00	\$11,383.65	\$10,460.17	\$39,282.69	\$333,862.14		\$343,623.55



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

8. A.

Meeting Date: 09/27/2023

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

Submitted By: Juan Tejada, Associate Planner, Planning & Zoning Department

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0407 - Mariscos El Navegante. A request by Jesus Ortiz, owner of Mariscos el Navegante, for a variance from the City Code Chapter 18.75 - Table No. 15 to reduce the parking required from 32 to 8 in a neighborhood commercial (C-1), located at 840 D Street in San Luis, Arizona.
(Jose A. Guzman, Director of Planning & Zoning)

- A. Open Public Hearing
 - 1. Staff Presentation and Applicant if available
 - 2. Call to the Public on this item
- B. Close Public Hearing
- C. Action on Variance Case No. 2023-0407

SUMMARY:

The property in question is located at 840 East D Street; parcel number 775-38-109 and is zoned as Community Commercial (C-2). The request is to reduce the parking space required from 32 to 8 from the City Code Chapter 18.75 - Table No. 15 of the City of San Luis Zoning Ordinance. This variance will allow the owner to construct a dining area addition to the existing building.

AGENCY REVIEW:

As with all variance requests, this was distributed to various review agencies. We have received comments from the following agencies:

- 1. City of San Luis Fire Department (8-14-23)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (35 letters).

The City has received letters of opposition from the following owners:

- 763 Cesar Chavez St
- 834 Cesar Chavez St
- 835 2nd Ave
- 836 N 4th Ave
- 828 N 4th Ave
- 820 Cesar Chavez St
- 863 Cesar Chavez St
- 890 D St

- 845 Cesar Chavez St
- 773 2nd Ave

CRITERIA FOR APPROVAL:

All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and is Section 18.15.060 (C) of the Zoning Ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare

The Arizona Revised Statutes (§9-462.069-462.06. Board of adjustment) further state that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

Staff does not find that there are any special circumstances or conditions relating to this request. The lot is rectangular in shape and is 10,880 square feet in size. Therefore, the lot shape is not a special condition or circumstance and the lot size is bigger than the minimum lot size required for this zoning district which is 8,000 square feet.

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

There are no special circumstances or conditions. The conditions creating the request were created by the property owner.

3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.

Staff does not find that the approval of this request is necessary for the preservation of substantial property rights. The property is currently being used as a restaurant which is a permitted use in the zoning district, if variance is denied, the property owner will be able to continue with the current use.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

If this variance is approved, it might not be materially detrimental directly to persons residing or working in the vicinity, however, it would potentially increase the issue of off-street parking that currently exists in this neighborhood. There is currently a problem in this area regarding limited off-street parking availability due to existing businesses and agricultural workers parking their cars

in this area all day, by allowing less on-site parking, more customers will have to use the limited off-street parking.

STAFF RECOMMENDATION:

Staff has reviewed this request and has determined that it does not meet the required criteria, therefore staff recommends denial of Variance Case No. 2023-0407.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Presentation by staff and/or applicant
2. Call to the Public on this item

B. I MOVE TO CLOSE PUBLIC HEARING.

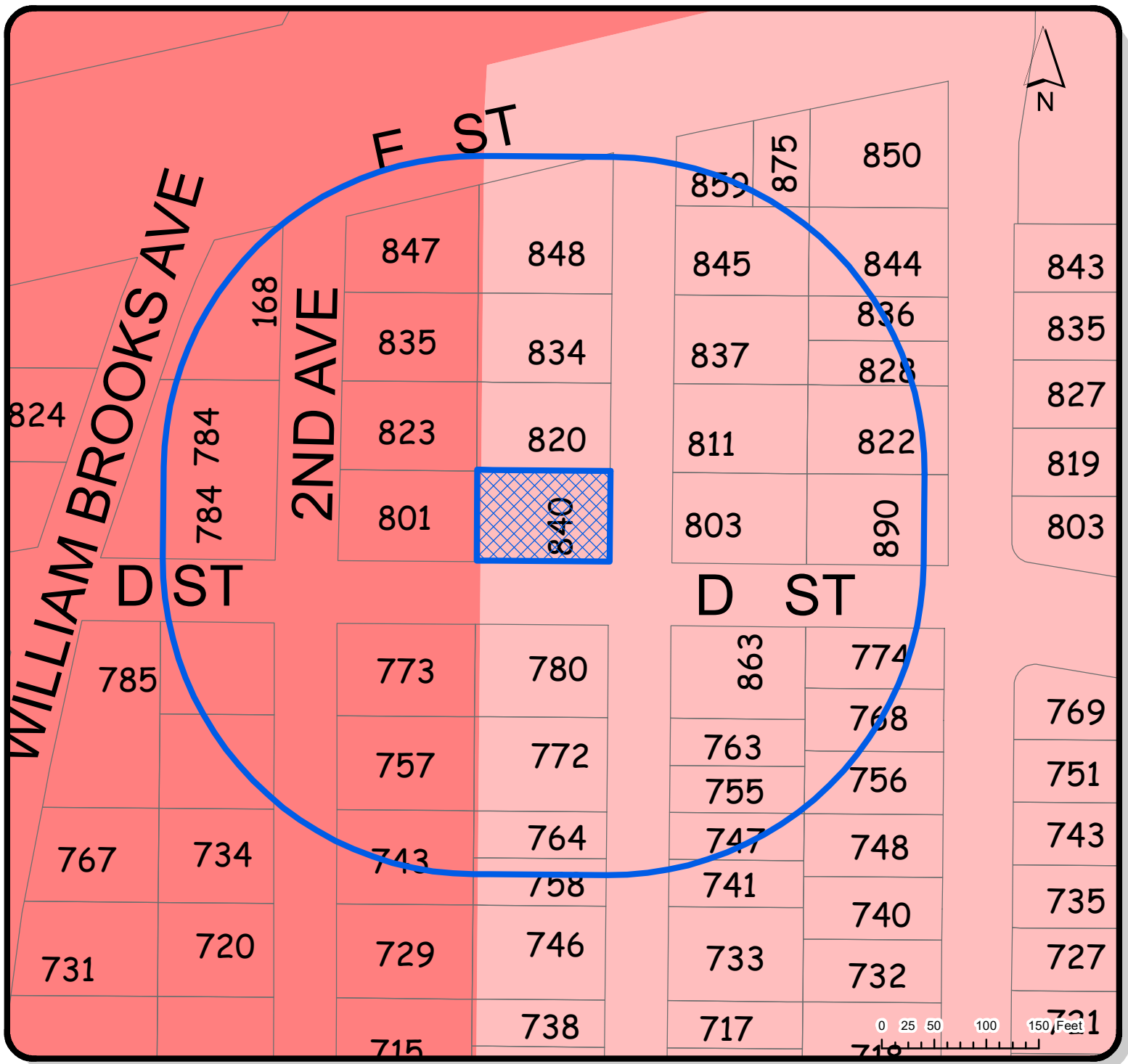
C. I MOVE TO DENY VARIANCE CASE NO. 2023-0407 BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

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

Location Map
Site Plan
Picture of Location
Request from Owner
Comments received



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

VARIANCE

 840 E D ST
PARCEL ID: 77538109

Zoning
COMMERCIAL ZONING DISTRICTS
 C-1
 C-2

CASE #
2023-0407

 300 ft Notification Buffer

DATE:
8/1/2023

PLANNING & ZONING

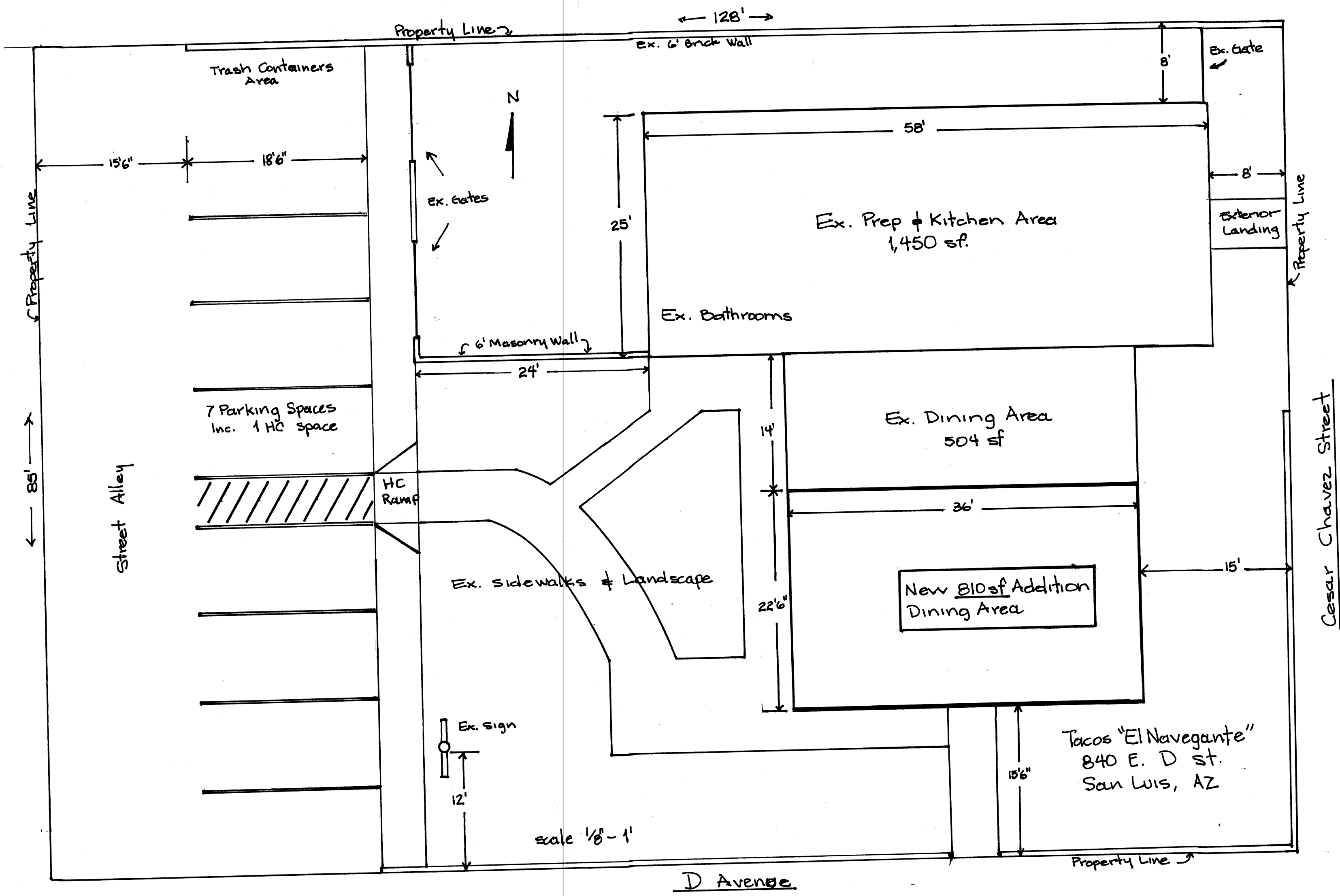


GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN



Property Line ↘

← 128' →

Ex. 6' Brck Wall

Trash Containers Area



Ex. Gate ↙

15'6"

18'6"

Ex. Gates ↗

25'

58'

8'

Exterior Landing

Property Line ↙

Ex. Prep & Kitchen Area
1,450 sf.

Ex. Bathrooms

6' Masonry Wall ↘

24'

Ex. Dining Area
504 sf

7 Parking Spaces
Inc. 1 HC space

Street Alley

85'

HC Ramp

14'

Cesar Chavez Street

Ex. Sidewalks & Landscape

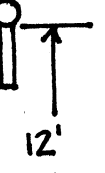
36'

New 810 sf Addition
Dining Area

22'6"

15'

Ex. Sign



12'

scale 1/8" = 1'

Tacos "El Navegante"
840 E. D St.
San Luis, AZ

15'6"

D Avenue

Property Line ↗

823 N 2ND AVE

820 N CESAR CHAVEZ ST

801 S 2ND AVE

840 E D ST





- A) There are some circumstances that limit our growing plans. Parking spaces are limit according the growing space we want to make.
- B) Unfortunately, we are unable to make more parking spaces, because space is reduced. All the area was residential and there is no space to grow.
- C) The variance is really necessary to us, we really wish to continue with our growing project. We have been working in this city for 15 years, and with hard work and dedication we have been part of a tradition of a lot of people. We would like to continue giving our client a more comfortable place to be at and enjoy.
- D) In the 15 years we have been working in this city we have never had a problem, with neighbors or business around our building. I'm sure we will continue that way and be respectful with all the area around us.

San Luis, AZ
September 16, 2023

RECEIVED
9/18/23
J.T.

The undersigned residents and owners of property within zone C1 **DO NOT AGREE** to **Variance Case No. 2023-0407** to give Jesus Ortiz, the owner of Mariscos el Navegante, to reduce the parking required from 37 to 8 in the Neighborhood Commercial (C-1). The parcel located at 840 D Street in San Luis, AZ.

Los firmantes residentes y propietarios de propiedades dentro de la zona C1 **NO ACEPTAN** el Caso de Variación No. 2023-0407 para otorgarle a Jesús Ortiz, propietario de Mariscos el Navegante, reducir el estacionamiento requerido de 37 a 8 en el Barrio Comercial (C-1). La parcela ubicada en 840 D Street en San Luis, AZ.

763 N. Cesar Chavez

Jose Villa

834 N. Cesar Chavez
Maricela Peña

834 N. CESAR CHAVEZ ST
Carlos Peña

Pablo FIGUEROA 774 4-AVE

835 2nd AVE

Perla Castillo
831 2728303

Jose Salazar

836 NT 4TH AVE.

Jose Luis Freyre

828 4th. San Luis AZ

Jose Cabreriz

820 N. Cesar Chavez St.

San Luis, AZ.

863 Checas Chavez St.

~~Jose Adillon~~

Armando Comita

890 D. Street

845. Cesar Chavez St

Manuel Lopez

Isa Comita 2AVE. 773 C

Octavio Cesar Alder

NORMA A. CAMARILLO S.

2AVE 773 B

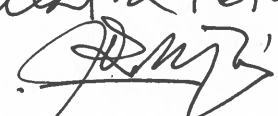
• José Cabrera / 820 N Cesar Chavez St.

Re: Varance Case 2023/0407.

P/Atención. C. Juan Tejeda, Associate Planner.

- Como residente del vecindario más cercano al establecimiento comercial que refiere (dicho) o referido documento, aquí en San Luis, Az, creo necesario que este negocio comercial cuente con su propio estacionamiento adecuado y suficiente para sus empleados y clientela, ya que por esta falta de estacionamiento propio, invaden regularmente las entradas y salidas de nuestra residencia, donde radico con mi familia, ^{por} lo que consideramos justo es que las autoridades de la Ciudad tomen cartas en el asunto y se le de la solución pronta a esta anomalía, y se respete el derecho social de los ciudadanos y habitantes de esta área, por.

Lo que de antemano agradecemos mi familia y yo por la atención y solución que se le dé a nuestra petición

- Atte.  -

Maribela Peña

"Sep-23"

834 N. Cesar Chavez St

RE: Variance case 2023-0407

Juan Tejeda, Associate Planner
Atencion

Como residente de esta area Comercial me refiero al negocio Mariscos el Navegante aqui en San Luis Az creo que es necesario que este negocio cuente con un estacionamiento suficiente para sus empleados y clientes, ya que por lo regular sus empleados se estacionan en la entrada de mi domicilio y ojala que pronto las autoridades encuentren una solucion a este problema, ya que tenemos tiempo batallando con esto y ninguna autoridad hace nada. Esperamos que pronto encuentren una solucion a esta peticion.

Jose A. Guzman

From: Jose Villa <villajose0366@gmail.com>
Sent: Wednesday, September 13, 2023 7:02 PM
To: P&Z
Subject: [EXTERNAL] ATTN: Juan Tejada Re: Variance Case 2023-0407

Jose Villa

763 N. Cesar Chavez St

09/13/23

Re: Variance Case 2023-0407

ATTN: Juan Tejada – Associate Planner

As a neighborhood resident of 40 plus years, I am asking that the Board of Adjustments require that the business provide the appropriate parking to accommodate its patrons rather than passing on the responsibility to the neighboring streets, which often results in residential driveway blocking. I am respectfully asking that the City of San Luis works with the business owners in the area to find a solution for the lack of parking for business, but one that does not impede on its residents.

Respectfully,

Jose Villa