



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, December 11, 2024. 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, 11 de Diciembre del 2024. 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

AMENDED AGENDA
12/10/2024



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 11, 2024
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. PRESENTATION AND RECOGNITION

4. A. Presentation & Recognition to Gloria Torres and Matias Rosales for their years of public service on behalf of the City of San Luis. **(City Council)**

4. B. OATH & SWEARING-IN CEREMONIES

- Oath & Swearing-in of office for re-elected Council Member Luis E. Cabrera to be officiated by the Honorable Danae T. Figueroa, San Luis Municipal Court.

- Oath & Swearing-in of office for newly elected Council Members Esteban C. Rosales and Lizeth Servin to be officiated by the Honorable Danae T. Figueroa, San Luis Municipal Court.

5. PRESENTATION

- 5. A.** Presentation and recognition of the 2024 - 4th Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

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 November 13, 2024

6. B. DISBURSEMENTS

From November 15, 2024 to December 4, 2024

Total \$3,576,996.21

(Three Million, Five Hundred Seventy-Six Thousand, Nine Hundred Ninety-Six Dollars and Twenty-One Cents)

- 6. C.** Discussion and possible action on any and all matters regarding Resolution No. 2338. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza del Desierto Unit III, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
- 6. D.** Discussion and possible action on any and all matters regarding Resolution No. 2339. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
- 6. E.** Discussion and possible action on any and all matters regarding Resolution No. 2340. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
- 6. F.** Discussion and possible action on any and all matters regarding Resolution No. 2341. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. **G.** Discussion and possible action on any and all matters regarding Resolution No. 2342. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. **H.** Discussion and possible action on any and all matters regarding Resolution No. 2343. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins, parking, parkways and related facilities together with appurtenant structures of Belleza del Desierto Unit III Subdivision Landscape Improvement District. **(Jose A. Guzman, Director of Development Services)**
6. **I.** Discussion and possible action on any and all matters regarding Resolution No. 2344. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Bienestar Estates 12 Phase 2, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. **J.** Discussion and possible action on any and all matters regarding Resolution No. 2345. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. **K.** Discussion and possible action on any and all matters regarding Resolution No. 2346. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. **L.** Discussion and possible action on any and all matters regarding Resolution No. 2347. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. **M.** Discussion and possible action on any and all matters regarding Resolution No. 2348. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. N. Discussion and possible action on any and all matters regarding Resolution No. 2349. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins, parking, parkways and related facilities together with appurtenant structures serving of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District. **(Jose A. Guzman, Director of Development Services)**

7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

7. A. Discussion and possible action on any and all matters regarding the designation of a Vice Mayor. **(City Council)**

7. B. Discussion and possible action on any and all matters regarding Resolution No. 2350. 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, Von Verde Partners LLC, Somerton School District No. 11, and Yuma Union High School District No. 70 for the development of property located between Avenue E and Avenue D and between County 24th Street and County 24 1/2 Street. **(Jose A. Guzman, Director of Development Services)**

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2337. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement (IGA) between the State of Arizona and the City of San Luis authorizing the Arizona Department of Transportation (ADOT) to administer the construction of the Cesar Chavez Boulevard roadway improvements project. **(Jenny Torres, Acting City Manager)**

7. D. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0776 for Los Mezquites Unit 5 and Ordinance No. 458. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 11.83 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6) located at the northeast corner of 24th Avenue and Nadine Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 458 by title only
- F. Action on Ordinance No. 458

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. 2024-0876 - Esparza Parking Lot. A request from Samuel Garcia Jr. P.E, on behalf of Guillermo Esparza owner, for a Variance from the City of San Luis Zoning Ordinance Section 18.75.040 Table No.15 to reduce the required parking spaces from 33 to 22 on properties located at 535 & 541 N Main Street in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Variance Case No. 2023-0876

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. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

12. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 12/11/2024

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Presentation & Recognition to Gloria Torres and Matias Rosales for their years of public service on behalf of the City of San Luis. **(City Council)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. B.

Meeting Date: 12/11/2024

Summary

OATH & SWEARING-IN CEREMONIES

- Oath & Swearing-in of office for re-elected Council Member Luis E. Cabrera to be officiated by the Honorable Danae T. Figueroa, San Luis Municipal Court.

- Oath & Swearing-in of office for newly elected Council Members Esteban C. Rosales and Lizeth Servin to be officiated by the Honorable Danae T. Figueroa, San Luis Municipal Court.



PRESENTATION

Regular City Council Meeting

5. A.

Meeting Date: 12/11/2024

Submitted By: Crystal Ochoa, Parks & Recreation Department

Presentation Topic/Summary:

Presentation and recognition of the 2024 - 4th Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

Attachments

ERAP - 4th Quarter Winner Recipients

4TH QUARTER 2024



ANGELICA ROLDAN

On behalf of the ERAP Committee, we would like to congratulate and present you with the

ACHIEVEMENT AWARD!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



XOCHITL LOPEZ

On behalf of the ERAP Committee, we would like to congratulate and present you with the

EMPLOYEE OF THE QUARTER !

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



SALVADOR ESTRADA

On behalf of the ERAP Committee, we would like to congratulate and present you with the

AWARD OF EXCELLENCE!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



SENIOR CENTER

On behalf of the ERAP Committee, we would like to congratulate and present you with the

SAFETY AWARD!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



RAYMUNDO ANGUIANO

On behalf of the ERAP Committee, we would like to congratulate and present you with the

CUSTOMER SERVICE!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



ADRIANA GARCIA

On behalf of the ERAP Committee, we would like to congratulate and present you with the

ROOKIE OF THE YEAR!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR

4TH QUARTER 2024



DAMIAN MILLER

On behalf of the ERAP Committee, we would like to congratulate and present you with the

EMPLOYEE OF THE YEAR!

Congratulations in winning this quarter! Your hard work and dedication to your department and the City of San Luis is greatly appreciated and will not go unnoticed. We recognize and appreciate your dedicated efforts.

ENRIQUE LOPEZ- ERAP CHAIR

CRYSTAL OCHOA- ERAP VICE-CHAIR



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 12/11/2024

Summary

MINUTES OF

- Regular Council meeting held November 13, 2024

Attachments

11/13/2024 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 13, 2024
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 Gloria Torres
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Damian Miller, Police Lieutenant
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Humberto Arcos, Grants Coordinator
Jaime Frias, I.T. Specialist
Jorge Perez, Assistant Director of Public Works
Juan Tejeda, Associate Planner
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Melissa Lopez, Deputy City Clerk
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Oscar Barnett, Project Manager
Victor De La Torre, Safety Officer
Albert Leon, Resident
Alex Bejarano, Regional Center For Border Health
Bernardo Arce, Raicilla USA
Buna George, Greater Yuma Port Authority

Christian Cuevas, Translator
Guillermina Fuentes, Resident
James Allen Jr., Resident
Jesus Martinez, Ebenezer Church
Luisa Arreola, Resident
Mark Concha, Resident
Nydia Mendenhall, Resident
Salvador Pichardo, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Luis E. Cabrera led the Pledge of Allegiance.

3. INVOCATION

Pastor Jesus Martinez – Iglesia Ebenezer led the invocation.

4. PROCLAMATION/PRESENTATION

4. A. Proclamation - GIS Day November 20, 2024

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

4. B. Presentation of Certificate of Recognition to Mr. Salvador (Chavita) Pichardo for his 43 years of service to the San Luis community as a U.S. Postal Service employee. (Mayor and City Council)

Ms. Olivia Jenkins, Administrative Services Manager, stated that the Mayor and City Council are honored to present Mr. Pichardo a certificate of recognition for his 43 years of commitment and service to the San Luis community as a U.S. Postal Service employee. The City of San Luis wish him the best in his retirement.

Mr. Pichardo thanked the Mayor and City Council for the recognition.

Mayor Nieves Riedel and the City Council thanked and congratulated Mr. Pichardo. Each elected official remarked an experience with Mr. Pichardo, especially his exceptional customer service and smile.

5. CONSENT AGENDA

5. A. MINUTES OF

- Special Council meeting held October 2, 2024
- Regular Council meeting held October 9, 2024

**5. B. DISBURSEMENTS
FROM OCTOBER 17, 2024 TO NOVEMBER 6, 2024**

Total \$2,193,547.22 (Two Million, One Hundred Ninety-Three Thousand, Five Hundred Forty-Seven Dollars and Twenty-Two Cents)

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the City of San Luis and the Greater Yuma Port Authority to apply for the Environmental Protection Agency's Community Change Grants program. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, explained that this is for the approval of the statutory partnership agreement for the city's second community change grant application. The first application in partnership with Campesinos Sin Fronteras was for the Waste Water Treatment Plant expansion and the community resilience hub. The community change grant allows an agency, either government or non-profit to submit two (2) applications as the lead applicant. Therefore, the city has been working with the Greater Yuma Port Authority to submit a couple of projects that are going to benefit the downtown area and capitalize on the infrastructure that is already happening there. Staff has been working with Kimley Horn on this application and are submitting two (2) major infrastructure projects for this grant application. One is the downtown park and parking lot, which is an estimated cost of construction of approximately \$7.5 million. Additionally, staff is also proposing adding solar panels for the additional cost of approximately \$1.2 million, because there needs to be some sort of aspect to the parking lot for renewable energy generation and it would also include shade for the area which is important for an arid climate. He added that staff will be submitting a project for the fleet shop site that is located in the downtown area as well. The city has been doing some work with the Brownsfield Coalition with the City of Yuma and the whole region. The two (2) assessments that are required to submit this project for redevelopment in this site are ready. Staff is proposing to build a workforce development center with Arizona Western College, therefore the city is the lead applicant, the Port Authority is the statutory partner and the city is currently working with Arizona Western College as a collaborating agency.

The city is requesting \$20 million to build these infrastructure projects, but is asking for some funding for community outreach that the Port Authority is going to be taking part of and the Economic Development Department is asking the City Council to approve the statutory partnership agreement to seek funding from the Environmental Protection Agency.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the statutory partnership between the City of San Luis and the Greater Yuma Port Authority to seek funding from the Community Change Grant program of the Environmental Protection Agency. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the city's acceptance of funds awarded from the United States Department of Agriculture (USDA) Rural Business Development Grant (RBDG) to empower underserved microentrepreneurs and provide training such as marketing, business planning, and cash flow management. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, indicated that in February his department submitted an application for the United States Department of Agriculture (USDA) Rural Business Development Grant with the purpose of small business development to bring resources to entrepreneurs. The city was successful in securing \$60,000.00 from USDA. He is seeking to accept the funds from USDA and engage with Local First Arizona to bring their business accelerator program. Local First Arizona is a statewide organization that focuses all on supporting local business and the local business ecosystem. They have successfully implemented this program.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to accept funds awarded from USDA Rural Business Development Grant and approve a budget transfer to provide these services. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding a Memorandum of Agreement (MOA) for the Brownsfields Assessment Coalition FY2025 EPA Brownfield Grant Application. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, explained that the city has been working the Brownsfield Coalition to assess potential Brownsfield sites for future redevelopment and the redevelopment potential. That grant came to an end this month, so now the coalition is looking to move into Phase 2, which would be more a regional approach to the whole county. The fiscal impact for this would be \$2,000.00 that the city is putting for the grant writing of the application for the EPA and there is no match required and it is \$1.2 million that would be awarded to the county to conduct the assessments.

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to approve San Luis' continued participation in the Yuma Brownsfields Assessments Coalition and proceed to sign the MOA for the FY2025 EPA Brownsfields Grant application. Motion passed unanimously.

The vote was as follows:

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

6. D. Discussion and possible action on any and all matters regarding the approval of the statutory partnership between the Regional Center for Border Health, Inc. and the City of San Luis to apply for the Environmental Protection Agency's Community Change Grants Program. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, mentioned that the city was approached by the Regional Center for Border Health to collaborate on their application for the grant program. They asked the city to be the statutory partner, so unlike the two (2) previous applications, the city would not be taking the lead in these applications. The city would take the role the Port Authority and Campesinos Sin Fronteras took in the city's applications. The Regional Center for Border Health grant applications will be focused on collaboration with some agencies in Mexico for air pollution and the construction of their new hospital.

Mr. Alex Bejarano, Director of Public Relations for Regional Center for Border Health and San Luis Walk-In Clinic, stated that between the Regional Center for Border Health, San Luis Walk-In Clinic and hopefully the City of San Luis, who are being called a tri-national because they are also engaging the sovereign nation of the Cocopahs as well as the country of Mexico. This is an opportunity where all will do a lot of good for all communities.

Dr. Kevin Dreesen, Grant Writer for Regional Center for Border Health, spoke about the application adding that this is a large EPA funded effort that is roughly approaching \$2.8 billion. And that is where they are making investments in environmental justice around the country. And then they have identified a series of priority communities, including one of them being U.S./Mexico border communities.

Mayor Nieves Riedel stated that there is no financial liability for the city and that is what is important to her and the city.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Statutory Partnership Agreement between the Regional Center for Border Health and the City of San Luis to apply for the Environmental Protection Agency (EPA)'s Community Change Grant Program. Motion passed unanimously.

The vote was as follows:

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

6. E. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Gutierrez Canales Engineering, PC for the construction of the Cesar Chavez Boulevard Water Main Improvements project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, introduced Mr. Oscar Barnett, Public Works Project Manager.

Mr. Perez stated that the Department of Public Works is currently working on some utility relocations along the Cesar Chavez Boulevard Corridor. This item is for the improvements needed for the water infrastructure; staff completed a full design and placed the project out to bid. A total of three (3) bids were received and after review the lowest responsible bidder is Gutierrez Canales Engineering in the amount of \$942,054.30. Gutierrez Canales Engineering has done some work for the city before. The department's budget is \$600,000.00 and staff is also requesting a budget transfer to accommodate the full expense amount on this project.

Council Member Luis E. Cabrera asked what happens with the projects staff is moving funding from?

Mr. Perez responded that two (2) of the projects, which is Urtuzuastegui Street improvements budgeted amount is a payment back to the company that is working on the port's improvements and based on their construction schedule they will not be able to complete that work during the fiscal year, therefore staff will be asking for that funding for the next year. Same thing goes for Los Alamos curve project, that project is under design and is being managed by the Arizona Department of Transportation (ADOT) and due to the right-of-way acquisition, environmental clearance requirements by ADOT, the construction on that project is not going to be completed this year. He added that as part of the work being awarded to Gutierrez Canales Engineering, it is approximately 2,000 linear feet of 12-inch pipe and the city with its own crews is working on the other half of that waterline installation and are also installing about 2,500 linear feet of pipe as well which is a big savings to the city.

Ms. Jenny Torres, Acting City Manager, stated that the city's intent is to use the ARPA funding by December 31, 2024.

MOTION: Council Member Javier Vargas/Vice Mayor Gloria Torres to accept and award the contract to Gutierrez Canales Engineering, PC for the construction of the Cesar Chavez Boulevard Water Main Improvements project in the amount of \$942,054.30 and authorize the budget transfers as presented in the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

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

6. F. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Bernardo Arce on behalf of Raicilla USA, located at 1122 Beach Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Staff and/or Applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that Mr. Bernardo Arce submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant, and said notice was posted for at least twenty (20) days pursuant to state law. The City Clerk's Office has not received any comments in favor of or against the application. However, the liquor license application was submitted as a Wholesaler License with the state using his residential address, which is zoned R1-6 (residential), where wholesale businesses are not permitted. The appropriate zoning for such a business is Light Industrial. Staff does not recommend approval to the Arizona Department of Liquor Licenses and Control for Raicilla USA.

B. Open Public Hearing

Mayor Nieves Riedel opened the public hearing.

C. Call to the public on this item

Mr. Bernardo Arce, applicant, specified that when he was filling out the application he indicated number 4 for wholesaler license. However, the application does not indicate for the applicant to look for a warehouse and used his parents residential address. Last week he spoke to Mr. Bazua from R.L. Jones and is looking for a warehouse that is suitable for his business.

Council Member Tadeo Azael De La Hoya asked what if the city does not recommend approval but the state does approve his application?

Ms. Kay Macuil, City Attorney, responded that the city would have to enforce if alcohol showed up at his parents address and the city has the power to negate what the state does as they do not overrule on zoning, but he would still need a business license.

Ms. Jenny Torres, Acting City Manager, mentioned that the correct thing to do is to deny the application and have Mr. Arce re-apply with the state with a new address and bring it back to the City Council.

Mr. James Allen Jr., United States Navy retired, 1549 E. Babbitt Lane, San Luis, AZ, stated that he agrees with the Mayor and City Council when they look at the things when licensing a residential area for alcohol to floating through. It can wind up with all sorts of bad attractions coming into that area, too. Also the liability of the person that owns the house. If somebody drives away with an open container and they crash, also the city is liable.

Council Member Luis E. Cabrera added that there are resources available for small businesses such as Arizona Western College Small Business Development Center as well as the Department of Economic Development.

Mr. Armando Esparza, Director of Economic Development, said the Mr. Arce did reach out to his department approximately two (2) weeks ago and are working together to find a space for his business and put him in contact with Mr. Bazua.

Council Member Tadeo Azael De La Hoya commented that Mrs. Sonia Cornelio, City Clerk, did speak to Mr. Arce over the phone and advised him to get a hold of the Planning & Zoning Department to guide him on the process of zoning.

D. Close Public Hearing

Mayor Nieves Riedel closed the public hearing.

E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raicilla USA

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to not recommend approval of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Raicilla USA, for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Council Member Luis E. Cabrera reported he was part of the people that remained at the San Luis Library for election day. He saw a lot of members from the community come out and vote and was something he had never seen before. It was rewarding to see the community come out and vote. Although it was over 3 hours to vote at the San Luis Library, people remained in line to cast their vote.

Council Member Tadeo Azael De La Hoya reported that yesterday, he participated in the Border Trade Alliance (BTA) meeting where they reiterated the importance of the trade between Mexico and the U.S. Tucson Field Officer Guadalupe Ramirez spoke about the significance of the San Luis Port of Entry 1, the Douglas Port of Entry, that once this gets done, it will probably work towards San Luis Port of Entry 2. Ms. Eva Masadiego, Executive Director for the Arizona Mexico Commission was there also stressing the importance of cross border collaboration and the Arizona Mexico Commission Plenary that happened in Hermosillo. He coincidentally happened to be there and was nice to see Governor Hobbs and Sonora Governor Durazo who signed a Memorandum of Understanding to tackle environmental issues along the U.S./Mexico border.

Mayor Nieves Riedel reported that she had lunch with Mayors Anaya, Doug Nichols and Chairperson Porchas from the Board of Supervisors and were able to exchange a lot of ideas and information on problems that everybody is going through and pinpoint to them how fortunate they are for having a permanent source of income with their property taxes. Their response was that although the City of San Luis does not have it yet, the city continues to move forward.

8. CALL TO THE PUBLIC

Mr. James Allen, Jr., United States Navy retired, 1549 E. Babbitt Lane, San Luis, AZ, thanked everyone that voted. While removing his signs, he ended up in Hacienda San Luis and noticed some things. He spoke to some of the residents there and they have a problem with vehicles speeding through there and there are a lot of children and need speed bumps. There also needs to be street signs so one can know where they are. Speed bumps are not only needed in that area but throughout the entire city.

9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to adjourn the Regular Council meeting at approximately 6:59 p.m. Motion passed unanimously.

The vote was as follows:

| | |
|---------------------------------------|-----|
| Mayor Nieves Riedel | Aye |
| Vice Mayor Gloria Torres | Aye |
| Council Member Luis E. Cabrera | Aye |
| Council Member Maria Cecilia Cruz | Aye |
| Council Member Tadeo Azael De La Hoya | Aye |
| Council Member Matias Rosales | 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 November 13, 2024. 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: 12/11/2024

Summary

DISBURSEMENTS

From November 15, 2024 to December 4, 2024

Total \$3,576,996.21

(Three Million, Five Hundred Seventy-Six Thousand, Nine Hundred Ninety-Six Dollars and Twenty-One Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING DECEMBER 11, 2024 Disbursement Report from 11/15/2024 TO 12/04/2024

| <u>Bank Accounts</u> | <u>Check Date</u> | <u>Amount</u> | <u>Schedule</u> |
|--------------------------------|-------------------|-----------------|-----------------|
| Accounts Payable Check Account | 11/15/2024 | \$ 197,343.47 | Schedule A |
| Payroll Check Account | 11/21/2024 | \$ 522,295.88 | Schedule B |
| Accounts Payable Check Account | 11/22/2024 | \$ 2,162,685.89 | Schedule C |
| Accounts Payable Check Account | 11/27/2024 | \$ 694,670.97 | Schedule D |

Total Disbursements: \$ 3,576,996.21

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: *[Signature]*

Verified by Finance: Miguel Ramirez

For Council approval on: 12/11/24

Mayor: _____

Council: _____

RECEIVED

2024 DEC - 5 P 2: 014

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 11/11/2024 - To Payment Date: 11/15/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------------------|------------|--------|-------------|----------------------------|------------------|---|-----------------------|----------------------|------------|
| 1BYPAYABLE - 1st BY Accounts Payable | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 110580 | 11/14/2024 | Open | | | Accounts Payable | INTERNAL REVENUE SERVICE | \$221.11 | | |
| 110581 | 11/15/2024 | Open | | | Accounts Payable | ALLUVIAL MEDIA LLC | \$5,000.00 | | |
| 110582 | 11/15/2024 | Open | | | Accounts Payable | CAMACHO, JOSE, LUIS | \$200.00 | | |
| 110583 | 11/15/2024 | Open | | | Accounts Payable | CAMPOS, MONICA | \$192.00 | | |
| 110584 | 11/15/2024 | Open | | | Accounts Payable | CARIO, ERICK | \$11,000.00 | | |
| 110585 | 11/15/2024 | Open | | | Accounts Payable | CERDA, JOSSUE | \$192.00 | | |
| 110586 | 11/15/2024 | Open | | | Accounts Payable | ESPARZA, ARMANDO | \$59.00 | | |
| 110587 | 11/15/2024 | Open | | | Accounts Payable | ESTRADA, SALVADOR | \$175.00 | | |
| 110588 | 11/15/2024 | Open | | | Accounts Payable | FELIX, ADRIANA | \$116.94 | | |
| 110589 | 11/15/2024 | Open | | | Accounts Payable | FLINT, MARK, J. | \$1,800.00 | | |
| 110590 | 11/15/2024 | Open | | | Accounts Payable | LUNA, CYNTHIA | \$600.00 | | |
| 110591 | 11/15/2024 | Open | | | Accounts Payable | MITRA, VICTOR | \$15.00 | | |
| 110592 | 11/15/2024 | Open | | | Accounts Payable | POLY'S PARTY RENTALS, LLC | \$3,306.20 | | |
| 110593 | 11/15/2024 | Open | | | Accounts Payable | RIVAS, FRANCISCO, OSWALDO | \$725.00 | | |
| 110594 | 11/15/2024 | Open | | | Accounts Payable | RODRIGUEZ, DANIEL | \$1,500.00 | | |
| 110595 | 11/15/2024 | Open | | | Accounts Payable | SUNDWALL FARMS LLC | \$750.00 | | |
| 110596 | 11/15/2024 | Open | | | Accounts Payable | ULTRA SHOW MAKERS LLC | \$9,500.00 | | |
| 110597 | 11/15/2024 | Open | | | Accounts Payable | WALKER, BARBARA | \$400.00 | | |
| 110598 | 11/15/2024 | Open | | | Accounts Payable | YANEZ, ALEXANDER | \$1,200.00 | | |
| 110599 | 11/15/2024 | Open | | | Accounts Payable | 24K ENGRAVING AND AWARDS LLC | \$501.69 | | |
| 110600 | 11/15/2024 | Open | | | Accounts Payable | ANGEL'S TOWING SERVICE/AUTO SALES | \$195.00 | | |
| 110601 | 11/15/2024 | Open | | | Accounts Payable | ARCTIC GLACIER USA INC | \$106.00 | | |
| 110602 | 11/15/2024 | Open | | | Accounts Payable | BIG W SALES | \$1,868.60 | | |
| 110603 | 11/15/2024 | Open | | | Accounts Payable | CNJ AUTO GLASS & WINDOW TINTING, LLC | \$365.00 | | |
| 110604 | 11/15/2024 | Open | | | Accounts Payable | COMITE DE BIENESTAR INC | \$3,085.10 | | |
| 110605 | 11/15/2024 | Open | | | Accounts Payable | ERFERT, RICK | \$501.66 | | |
| 110606 | 11/15/2024 | Open | | | Accounts Payable | FIRE CATT, LLC | \$4,246.50 | | |
| 110607 | 11/15/2024 | Open | | | Accounts Payable | FITZGIBBONS LAW OFFICES, P.L.C. | \$2,782.50 | | |
| 110608 | 11/15/2024 | Open | | | Accounts Payable | GILA ELECTRONIC | \$1,437.50 | | |
| 110609 | 11/15/2024 | Open | | | Accounts Payable | JOSHUA BLATT LIFTPRO LLC | \$6,724.26 | | |
| 110610 | 11/15/2024 | Open | | | Accounts Payable | PATIO SUSHI & MORE | \$166.07 | | |
| 110611 | 11/15/2024 | Open | | | Accounts Payable | PFVT MOTORS, INC | \$52,831.18 | | |
| 110612 | 11/15/2024 | Open | | | Accounts Payable | PRECISION UNIFORMS LLC | \$494.84 | | |
| 110613 | 11/15/2024 | Open | | | Accounts Payable | QUINONEZ, FRANCISCO | \$525.00 | | |
| 110614 | 11/15/2024 | Open | | | Accounts Payable | ROBERT HALF INC. | \$1,400.00 | | |
| 110615 | 11/15/2024 | Open | | | Accounts Payable | RUSH TRUCK CENTER | \$446.21 | | |
| 110616 | 11/15/2024 | Open | | | Accounts Payable | RUSH TRUCK CENTERS OF ARIZONA, INC | \$8,400.00 | | |
| 110617 | 11/15/2024 | Open | | | Accounts Payable | UNITED TACTICAL SYSTEMS, LLC | \$8,718.00 | | |
| 110618 | 11/15/2024 | Open | | | Accounts Payable | AT&T MOBILITY LLC | \$6,325.88 | | |
| 110619 | 11/15/2024 | Open | | | Accounts Payable | AT&T MOBILITY LLC | \$1,264.42 | | |
| Type Check Totals: | | | | | | | \$139,337.66 | | |
| <u>EFT</u> | | | | | | | | | |
| 6487 | 11/15/2024 | Open | | | Accounts Payable | ADEMCO INC, | \$2,046.51 | | |

SCHEDULE A

Payment Register

From Payment Date: 11/11/2024 - To Payment Date: 11/15/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 6488 | 11/15/2024 | Open | | | Accounts Payable | ALSCO, INC | \$1,915.41 | | |
| 6489 | 11/15/2024 | Open | | | Accounts Payable | AMAZON.COM SALES, INC. | \$2,321.57 | | |
| 6490 | 11/15/2024 | Open | | | Accounts Payable | AMERICANA POLYGRAPH & PRIVATE INVESTIGATION | \$175.00 | | |
| 6491 | 11/15/2024 | Open | | | Accounts Payable | ANIMAL CARE EQUIPMENT AND SERVICES | \$353.65 | | |
| 6492 | 11/15/2024 | Open | | | Accounts Payable | ARIZONA WESTERN COLLEGE | \$350.00 | | |
| 6493 | 11/15/2024 | Open | | | Accounts Payable | AUTOZONE STORES, INC | \$4,007.78 | | |
| 6494 | 11/15/2024 | Open | | | Accounts Payable | BILL ALEXANDER FORD | \$655.89 | | |
| 6495 | 11/15/2024 | Open | | | Accounts Payable | BTE BODY COMPANY INC | \$562.82 | | |
| 6496 | 11/15/2024 | Open | | | Accounts Payable | DESERT WATER STORE INC | \$149.50 | | |
| 6497 | 11/15/2024 | Open | | | Accounts Payable | FRESH TERRA SERVICES LLC | \$225.00 | | |
| 6498 | 11/15/2024 | Open | | | Accounts Payable | HIREQUEST LLC | \$5,532.45 | | |
| 6499 | 11/15/2024 | Open | | | Accounts Payable | MN8 ENERGY OPERATING COMPANY LLC | \$22,679.46 | | |
| 6500 | 11/15/2024 | Open | | | Accounts Payable | NAPA AUTO PARTS | \$126.99 | | |
| 6501 | 11/15/2024 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$1,331.18 | | |
| 6502 | 11/15/2024 | Open | | | Accounts Payable | R.K WELDING SERVICES | \$1,500.00 | | |
| 6503 | 11/15/2024 | Open | | | Accounts Payable | RWC INTERNATIONAL LTD | \$2,431.23 | | |
| 6504 | 11/15/2024 | Open | | | Accounts Payable | SOUTHERN TIRE MART LLC | \$4,866.71 | | |
| 6505 | 11/15/2024 | Open | | | Accounts Payable | STRONG, CAMERON, T | \$1,280.00 | | |
| 6506 | 11/15/2024 | Open | | | Accounts Payable | TRI-TECH FORENSICS INC. | \$1,345.69 | | |
| 6507 | 11/15/2024 | Open | | | Accounts Payable | VERIZON COMMUNICATIONS INC | \$3,363.73 | | |
| 6508 | 11/15/2024 | Open | | | Accounts Payable | YUMA CO. AIRPORT AUTHORITY INC | \$167.79 | | |
| 6509 | 11/15/2024 | Open | | | Accounts Payable | YUMA COUNTY WATER USERS ASSOCIATION | \$6.00 | | |
| 6510 | 11/15/2024 | Open | | | Accounts Payable | YUMA SIGN MASTERS LLC | \$611.45 | | |
| Type EFT Totals: | | | | | | | | | |
| 1BYPAYABLE - 1st BY Accounts Payable Totals | | | | | | | | | |
| | | | | | | | 24 Transactions | \$58,005.81 | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------|-------|--------------------|-------------------|
|--------|--------|-------|--------------------|-------------------|

Payment Register

From Payment Date: 11/11/2024 - To Payment Date: 11/15/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|----------------------|------|--------|-------------|----------------------------|------------|------------|-----------------------|----------------------|-------------------|
| | | | | | Open | | 40 | \$139,337.66 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Stopped | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 40 | \$139,337.66 | \$0.00 |
| EFTs | | | | | | | | | |
| | | | | | Status | | Count | Transaction Amount | Reconciled Amount |
| | | | | | Open | | 24 | \$58,005.81 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 24 | \$58,005.81 | \$0.00 |
| All | | | | | | | | | |
| | | | | | Status | | Count | Transaction Amount | Reconciled Amount |
| | | | | | Open | | 64 | \$197,343.47 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Stopped | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 64 | \$197,343.47 | \$0.00 |
| Grand Totals: | | | | | | | | | |
| Checks | | | | | | | | | |
| | | | | | Status | | Count | Transaction Amount | Reconciled Amount |
| | | | | | Open | | 40 | \$139,337.66 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Stopped | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 40 | \$139,337.66 | \$0.00 |
| EFTs | | | | | | | | | |
| | | | | | Status | | Count | Transaction Amount | Reconciled Amount |
| | | | | | Open | | 24 | \$58,005.81 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 24 | \$58,005.81 | \$0.00 |
| All | | | | | | | | | |
| | | | | | Status | | Count | Transaction Amount | Reconciled Amount |
| | | | | | Open | | 64 | \$197,343.47 | \$0.00 |
| | | | | | Reconciled | | 0 | \$0.00 | \$0.00 |
| | | | | | Voided | | 0 | \$0.00 | \$0.00 |
| | | | | | Stopped | | 0 | \$0.00 | \$0.00 |
| | | | | | Total | | 64 | \$197,343.47 | \$0.00 |

Karla Plascencia

Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email = kplascencia@sanluis.gov C = US O =
 City of San Luis OU = Finance
 Date: 2024.12.05 13:37:07 -0700'



Pay Day Register

Pay Date Range 11/02/24 - 11/15/24

Pay Batch 202424

Pay Batch 202424 Total

Employees in Pay Batch 333

Female Employees in Pay Batch 97

| Hours Description | Hours | Gross | Withholdings and Deductions | Gross Base | Benefits | Gross Base | |
|-------------------------------|-------------|--------------|------------------------------|------------|-----------------------------|--------------|------------|
| 100 - REGULAR | 23,089.0000 | 548,101.70 | Gross | 759,056.95 | ASRS ALTERNATE | 522.54 | 5,127.99 |
| 1000 - ADMIN LEAVE | 76.0000 | 1,212.49 | Imputed Income | | AZ STATE RETIREMENT | 50,357.93 | 415,494.43 |
| 1001 - LEAVE WITHOUT PAY | 162.5000 | .00 | FEDERAL TAX WITHHOLDING | 49,115.17 | DENTAL = FAMILY | 457.70 | .00 |
| 1005 - BEREAVEMENT | 24.0000 | 491.52 | SOCIAL SECURITY TAX | 46,576.81 | LONG TERM DISABILITY | 623.20 | 415,494.43 |
| 1006 - CIVIC LEAVE | 48.0000 | 912.00 | MEDICARE | 11,006.35 | MEDICAL MEX ONLY - EE & | 1,414.40 | .00 |
| 1007 - ON CALL WORKED HOURS | 16.5000 | 373.77 | STATE WITHHOLDING | 14,491.00 | MEDICAL MEX ONLY - EE & | 6,712.42 | .00 |
| 1009 - PART TIME | 292.1068 | 6,526.71 | 24-7 GET FIT- GYM | 1,269.00 | MEDICAL MEX ONLY - EE & | 1,768.00 | .00 |
| 1010 - PART TIME FIREFIGHTERS | 191.0000 | 3,486.83 | AM. FIDELITY - HEALTH FSA | 50.00 | MEDICAL MEX ONLY - EE ONLY | 440.80 | .00 |
| 201 - OVERTIME | 1,261.5500 | 43,234.43 | AM. FIDELITY- ACCIDENT-POST | 25.01 | MEX & US HEALTH = EE | 55,947.70 | .00 |
| 202 - OP STONE GARDEN- O.T. | 625.0000 | 30,166.93 | AM. FIDELITY- ACCIDENT-PRE | 540.70 | MEX ONLY DENTAL - EE & | 142.40 | .00 |
| 2023 - FMLA - SICK LEAVE | 64.4400 | 2,770.77 | AM. FIDELITY- CANCER-POST | 28.70 | MEX ONLY DENTAL - EE & | 408.07 | .00 |
| 2024 - FMLA - VACATION LEAVE | 50.3100 | 940.46 | AM. FIDELITY- CANCER-PRE TAX | 136.15 | MEX ONLY DENTAL - EE & | 149.52 | .00 |
| 2038 - FMLA - LEAVE WITHOUT | 133.0000 | .00 | AM. FIDELITY- GCI -POST TAX | 48.51 | MEX ONLY DENTAL - EE ONLY | 56.98 | .00 |
| 210 - SRO | 76.0000 | 2,382.60 | AM. FIDELITY- GHI- PRE TAX | 275.40 | PSPRS - ALTERNATE | 194.18 | 2,427.20 |
| 300 - VACATION EARNED | 1,317.3300 | .00 | AM. FIDELITY- LIFE -POST TAX | 392.90 | PSPRS FIRE DB NORM - TIER 1 | 11,460.00 | 90,521.02 |
| 301 - VACATION USED | 838.5000 | 22,662.93 | AM. FIDELITY- TX LIFE -POST | 173.31 | PSPRS FIRE DB NORM - TIER 2 | 1,003.68 | 7,927.92 |
| 400 - SICK EARNED | 1,239.8650 | .00 | AZ COPS - SLPD | 540.00 | PSPRS FIRE DB NORM - TIER 3 | 6,724.69 | 75,643.46 |
| 405 - SCHEDULED SICK LEAVE | 150.5000 | 3,795.23 | AZ STATE RETIREMENT | 50,357.93 | PSPRS FIRE DB UNFUND - TIER | 543.12 | 90,521.02 |
| 406 - UNSCHEDULED SICK LEAVE | 516.5000 | 12,002.86 | BORDER GYM - GYM | 300.00 | PSPRS FIRE DB UNFUND - TIER | 47.57 | 7,927.92 |
| 501 - WC PUBLIC SAFETY USED | 120.0000 | 2,233.20 | CHILD SUPPORT 2 | 234.46 | PSPRS FIRE DB UNFUND - TIER | 552.92 | 77,876.66 |
| 502 - ON CALL PAY I.T. | .0000 | 125.00 | DEFERRED COMP - ROTH | 915.00 | PSPRS POLICE DB NORM - TIER | 7,104.01 | 71,182.39 |
| 503 - STAND-BY PAY | 673.8000 | 1,347.60 | DEFERRED COMP - ROTH | 281.72 | PSPRS POLICE DB NORM - TIER | 1,271.20 | 12,737.42 |
| 701 - HOLIDAY | 2,428.0000 | 60,615.30 | DEFERRED COMPENSATION | 3,465.00 | PSPRS POLICE DB NORM - TIER | 5,264.06 | 59,213.11 |
| 704 - FIRE HOLIDAY EARNED | 604.2000 | .00 | DEFERRED COMPENSATION | 645.17 | PSPRS POLICE DB UNFUND - | 3,153.38 | 71,182.39 |
| 706 - HOLIDAY WORKED HOURS | 243.2500 | 9,085.08 | FOP/ALC | 420.00 | PSPRS POLICE DB UNFUND - | 564.27 | 12,737.42 |
| 806 - TELEPHONE STIPEND | .0000 | 1,150.00 | GARNISHMENT - CHILD | 2,968.33 | PSPRS POLICE DB UNFUND - | 2,818.55 | 59,213.11 |
| 900 - COMPENSATION EARNED | 10.2000 | .00 | IAFF- FIRE DEPT | 1,540.00 | STANDARD LIFE | 2,849.69 | .00 |
| 901 - COMPENSATION USED | 1.1250 | 16.54 | LEGAL SHIELD | 59.31 | STANDARD LTD | 1,612.40 | 297,710.23 |
| 923 - BORDER FITNESS - GYM | .0000 | 300.00 | LONG TERM DISABILITY | 623.20 | STANDARD STD | 5,040.00 | .00 |
| 932 - 24-7 GET FIT - GYM | .0000 | 1,269.00 | MANHATTANLIFE ASSURANCE | 114.08 | U.S. MEX DENTAL - EE & | 382.56 | .00 |
| 965 - PD - STAND-BY PAY | .0000 | 2,310.00 | MASS MUTUAL - LIFE | 9.77 | U.S. MEX DENTAL - EE & | 111.58 | .00 |
| 967 - FD - SPECIAL ASSIGNEMNT | 772.0000 | 1,544.00 | MEX ONLY DENTAL - EE & | 183.20 | US & MEX DENTAL - EE | 3,046.08 | .00 |
| Total | 35,024.6768 | \$759,056.95 | MEX ONLY DENTAL - EE & | 525.03 | US & MEX HEALTH = C | 17,954.25 | .00 |
| | | | MEX ONLY DENTAL - EE & | 192.36 | US & MEX HEALTH = FAMILY | 25,237.86 | .00 |
| | | | MEX ONLY HEALTH - EE & CH | 414.88 | US & MEX HEALTH = SP | 3,882.00 | .00 |
| | | | MEXICO ONLY HEALTH - EE & | 1,968.98 | VISION - SINGLE | 1,109.55 | .00 |
| | | | MEXICO ONLY HEALTH - EE & | 518.60 | VSP- VISION | 593.25 | .00 |
| | | | MISCELLANEOUS | 195.00 | WC PSPRS 17.78 | 397.06 | 2,233.20 |
| | | | PAC FUND- FIRE DEPT. | 128.00 | Total | \$221,919.57 | |

SCHEDULE B



Pay Day Register

Pay Date Range 11/02/24 - 11/15/24

Pay Batch 202424

| | | |
|-------------------------------|---------------------|-----------|
| PS DEFERRED COMP - ROTH | 695.00 | .00 |
| PS DEFERRED COMP - ROTH | 376.23 | 3,762.30 |
| PS DEFERRED COMP TIAA - | 496.26 | 12,526.22 |
| PS DEFERRED COMPENSATION | 1,590.00 | .00 |
| PSPRS FIRE DB RATE - TIER 1a | 5,733.39 | 74,946.00 |
| PSPRS FIRE DB RATE - TIER 1b | 1,191.49 | 15,575.02 |
| PSPRS FIRE DB RATE - TIER 2 | 606.49 | 7,927.92 |
| PSPRS FIRE DB RATE - TIER 3 | 6,724.69 | 75,643.46 |
| PSPRS POLICE DB RATE - TIER | 3,941.83 | 51,527.32 |
| PSPRS POLICE DB RATE - TIER | 1,503.62 | 19,655.07 |
| PSPRS POLICE DB RATE - TIER 2 | 974.41 | 12,737.42 |
| PSPRS POLICE DB RATE - TIER 3 | 5,264.06 | 59,213.11 |
| STANDARD LIFE ADDTNL | 883.91 | .00 |
| TRANSWESTERN MEXICAN | 139.50 | .00 |
| U.S. MEX DENTAL - EE & | 492.72 | .00 |
| U.S. MEX DENTAL - EE & | 143.71 | .00 |
| UNITED WAY | 14.00 | .00 |
| US & MEX DENTAL= FAMILY | 589.26 | .00 |
| US & MEX HEALTH = C | 5,266.58 | .00 |
| US & MEX HEALTH = FAMILY | 7,478.56 | .00 |
| US & MEX HEALTH = SP | 1,138.72 | .00 |
| VSP - VISION CHILDREN | 257.89 | .00 |
| VSP - VISION FAMILY | 383.35 | .00 |
| VSP - VISION SPOUSE | 146.37 | .00 |
| Net | <u>\$522,295.88</u> | |

| <u>Employer Taxes</u> | | <u>Gross Base</u> |
|-----------------------|--------------------|-------------------|
| MEDICARE | 11,006.35 | 759,056.95 |
| SOCIAL SECURITY TAX | 46,576.81 | 751,239.95 |
| SUTA/UNEMPLOYMENT | <u>4,317.56</u> | 719,611.23 |
| Total | <u>\$61,900.72</u> | |

| <u>Workers' Comp</u> | | <u>Gross Base</u> |
|-----------------------------|--------------------|-------------------|
| Ambulance EMT Search & | 4,056.83 | 85,407.06 |
| ANIMAL CONTROL OFFICERS | 68.72 | 3,054.15 |
| ATTORNEY- ALL & CLERICAL- | 70.62 | 32,095.09 |
| AUTO SERVICE/ REPAIR | 294.88 | 10,569.35 |
| BUILDING- NOC OPER BY | 496.77 | 13,722.92 |
| BUS COMPANY AND DRIVERS | 83.99 | 1,521.60 |
| CLERICAL OFFICE/ LIBRARY/ | 407.48 | 169,794.08 |
| Electrician | 68.58 | 2,184.00 |
| FIREFIGHTERS & DRIVERS | 4,622.80 | 97,322.23 |
| GARBAGE/ ASH/ REFUSE | 658.63 | 10,538.17 |
| Homemaker Service | 40.51 | 1,768.80 |
| Motion Picture Production | 14.85 | 2,284.43 |
| MUNICIPAL/ TOWN/ | 683.26 | 39,043.59 |
| PARKS- NOC ALL EMPLOYEES | 837.95 | 27,029.73 |
| POLICE OFFICERS | 7,371.03 | 155,179.07 |
| RECREATION- ALL EMPLOYEES/ | 292.12 | 21,322.53 |
| SEWAGE DISPOSAL/ PLANT | 1,025.22 | 29,802.42 |
| Street or Road Construction | 2,571.50 | 29,122.19 |
| WATERWORKS OPERATIONS | <u>947.16</u> | 27,295.54 |
| Total | <u>\$24,612.90</u> | |

| <u>Direct Deposits</u> | <u>Amount</u> |
|------------------------|---------------|
| 1st Bank Yuma | 45,283.70 |
| ACADEMY BANK | 3,637.09 |
| AVENIR FINANCIAL | 42,353.96 |
| Bank of America | 7,303.03 |
| Bank of America CA | 1,103.75 |
| Bankcorp | 200.00 |
| CAPITAL ONE | 2,334.09 |
| Charles Sch | 250.00 |
| Chase Bank | 236,563.24 |
| CHASE BANK CA | 1,552.25 |
| CHASE BANK MORGAN | 2,056.84 |
| CHASE BANK TX | 2,275.48 |
| chase centro | 1,811.49 |

Miguel M.
Ramirez

Digitally signed by: Miguel M.
Ramirez
DN: CN = Miguel M. Ramirez email
= mramirez@sanluisaz.gov C = AD
O = City of San Luis, Finance Dept.
Date: 2024.11.21 13:26:08 -07'00'



Pay Day Register

Pay Date Range 11/02/24 - 11/15/24

Pay Batch 202424

| | |
|--------------------------------|---------------------|
| discover | 400.00 |
| FF CREDIT UNION | 3,274.32 |
| FIDELITY | 445.30 |
| FIREFIGHTER FIRST CREDIT UNION | 12,303.29 |
| HUGHES FCU | 1,753.13 |
| MECHANICS BANK | 231.01 |
| National Bank | 1,283.61 |
| Navy Federal | 34,898.84 |
| NetSpend Corporation DD | 120.00 |
| NORTH ISLAND CREDIT UNION | 817.04 |
| PATHWARD | 1,442.12 |
| SOFI BANK | 925.81 |
| Sunbank | 1,993.70 |
| THE FOOTHILLS BANK | 747.49 |
| USAA FEDERAL SAVING | 1,256.30 |
| VANTAGE WEST | 2,036.23 |
| WASHINGTON FEDERAL | 1,115.40 |
| Wells Fargo | 99,897.82 |
| WELLS FARGO ARKANSAS | 1,440.44 |
| WELLS FARGO CA | 3,758.35 |
| WELLS FARGO YUMA | 2,851.55 |
| Total | <u>\$519,716.67</u> |
| Check | \$2,579.21 |

Payment Register

From Payment Date: 11/18/2024 - To Payment Date: 11/22/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------------------|------------|--------|-------------|----------------------------|---------------------------|--|-----------------------|----------------------|------------|
| 1BYPAYABLE - 1st BY Accounts Payable | | | | | | | | | |
| <u>Check</u> | | | | | | | | | |
| 110620 | 11/21/2024 | Open | | | Utility Management Refund | ANGELES CONTRERAS , ALFREDO | \$194.07 | | |
| 110621 | 11/21/2024 | Open | | | Utility Management Refund | ARCE ACOSTA, KAREN , Y | \$188.97 | | |
| 110622 | 11/21/2024 | Open | | | Utility Management Refund | CARRANZA, STEPHANIE | \$114.10 | | |
| 110623 | 11/21/2024 | Open | | | Utility Management Refund | CHAVEZ, EDGAR & LENNOX RODRIGUEZ | \$217.72 | | |
| 110624 | 11/21/2024 | Open | | | Utility Management Refund | CORONADO, MARIA, O | \$268.66 | | |
| 110625 | 11/21/2024 | Open | | | Utility Management Refund | GONZALEZ, JOSE & SOCORRO | \$22.33 | | |
| 110626 | 11/21/2024 | Open | | | Utility Management Refund | MACIEL MEDINA, ANGELITA | \$106.33 | | |
| 110627 | 11/21/2024 | Open | | | Utility Management Refund | MADRID CARLOS E & GUTIERREZ PERLA Y | \$221.97 | | |
| 110628 | 11/21/2024 | Open | | | Utility Management Refund | MAGANA VACA , MONICA | \$97.43 | | |
| 110629 | 11/21/2024 | Open | | | Utility Management Refund | PADILLA, TREICY A & JONNATHAN S CISNEROS | \$102.93 | | |
| 110630 | 11/21/2024 | Open | | | Utility Management Refund | RIVAS, IVONNE | \$81.60 | | |
| 110631 | 11/21/2024 | Open | | | Utility Management Refund | SALAS, EMA | \$173.87 | | |
| 110632 | 11/22/2024 | Open | | | Accounts Payable | YUMA VALLEY CONTRACTORS | \$605,814.88 | | |
| 110633 | 11/22/2024 | Open | | | Accounts Payable | 24K ENGRAVING AND AWARDS LLC | \$111.62 | | |
| 110634 | 11/22/2024 | Open | | | Accounts Payable | ALLDATA LLC | \$1,600.68 | | |
| 110635 | 11/22/2024 | Open | | | Accounts Payable | ANGEL'S TOWING SERVICE/AUTO SALES | \$720.00 | | |
| 110636 | 11/22/2024 | Open | | | Accounts Payable | ARIZONA DEPARTMENT OF PUBLIC SAFETY | \$4.00 | | |
| 110637 | 11/22/2024 | Open | | | Accounts Payable | ARIZONA STATE TREASURER | \$24,203.09 | | |
| 110638 | 11/22/2024 | Open | | | Accounts Payable | AZ STATE PRISON COMPLEX - YUMA | \$71.50 | | |
| 110639 | 11/22/2024 | Open | | | Accounts Payable | AZ STATE PRISON COMPLEX - YUMA | \$52.40 | | |
| 110640 | 11/22/2024 | Open | | | Accounts Payable | AZUL CAFE LLC | \$249.10 | | |
| 110641 | 11/22/2024 | Open | | | Accounts Payable | BINGHAM AUTO & TRUCK PARTS | \$90.00 | | |
| 110642 | 11/22/2024 | Open | | | Accounts Payable | BRATTON, WALT | \$5,980.00 | | |
| 110643 | 11/22/2024 | Open | | | Accounts Payable | CONSTRUCTION SUPPLY HOLDINGS II, LLC | \$1,088.47 | | |
| 110644 | 11/22/2024 | Open | | | Accounts Payable | CORE & MAIN LP | \$58.78 | | |
| 110645 | 11/22/2024 | Open | | | Accounts Payable | DESERT VETERINARY CLINIC PLC | \$727.52 | | |
| 110646 | 11/22/2024 | Open | | | Accounts Payable | ESTRADA, LETICIA | \$150.00 | | |
| 110647 | 11/22/2024 | Open | | | Accounts Payable | FACTOR SALES, INC. | \$276.78 | | |
| 110648 | 11/22/2024 | Open | | | Accounts Payable | FERGUSON WATERWORKS | \$864.22 | | |
| 110649 | 11/22/2024 | Open | | | Accounts Payable | FIREFIGHTER SELECTION, INC. | \$100.00 | | |
| 110650 | 11/22/2024 | Open | | | Accounts Payable | FX TACTICAL, LLC | \$91.89 | | |

SCHEDULE C

Payment Register

From Payment Date: 11/18/2024 - To Payment Date: 11/22/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference | |
|--------------------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|--|
| 110651 | 11/22/2024 | Open | | | Accounts Payable | GARCIA, PABLO | \$216.00 | | | |
| 110652 | 11/22/2024 | Open | | | Accounts Payable | HAJOCA CORPORATION | \$219.21 | | | |
| 110653 | 11/22/2024 | Open | | | Accounts Payable | I AM WELLNESS STUDIO, LLC | \$200.00 | | | |
| 110654 | 11/22/2024 | Open | | | Accounts Payable | LAWSON PRODUCTS INC. | \$10.08 | | | |
| 110655 | 11/22/2024 | Open | | | Accounts Payable | LOPEZ CAMARGO, FABIOLA | \$400.00 | | | |
| 110656 | 11/22/2024 | Open | | | Accounts Payable | LOWE'S HIW, INC. | \$8,580.98 | | | |
| 110657 | 11/22/2024 | Open | | | Accounts Payable | MONTANO, JOSE | \$332.79 | | | |
| 110658 | 11/22/2024 | Open | | | Accounts Payable | MOTOROLA SOLUTIONS, INC | \$6,161.12 | | | |
| 110659 | 11/22/2024 | Open | | | Accounts Payable | NIEVES HEIDY QUINTERO | \$1,875.00 | | | |
| 110660 | 11/22/2024 | Open | | | Accounts Payable | QUINONEZ, FRANCISCO | \$525.00 | | | |
| 110661 | 11/22/2024 | Open | | | Accounts Payable | RAMIREZ, FELIPE | \$144.00 | | | |
| 110662 | 11/22/2024 | Open | | | Accounts Payable | RAMIREZ, FELIPE | \$276.00 | | | |
| 110663 | 11/22/2024 | Open | | | Accounts Payable | RAMIREZ, TERESITA, D | \$175.00 | | | |
| 110664 | 11/22/2024 | Open | | | Accounts Payable | REFRIGERATION SUPPLIES DISTRIBUTOR | \$1,526.71 | | | |
| 110665 | 11/22/2024 | Open | | | Accounts Payable | RIEDEL HOLDINGS, LLC | \$600.00 | | | |
| 110666 | 11/22/2024 | Open | | | Accounts Payable | RODRIGUEZ, JARMY | \$3,318.00 | | | |
| 110667 | 11/22/2024 | Open | | | Accounts Payable | RUSSELL SIGLER INC | \$1,407.84 | | | |
| 110668 | 11/22/2024 | Open | | | Accounts Payable | SHUCK DRILLING COMPANY LLC | \$9,478.80 | | | |
| 110669 | 11/22/2024 | Open | | | Accounts Payable | STATUS CREATIVO LLC | \$234.17 | | | |
| 110670 | 11/22/2024 | Open | | | Accounts Payable | THE HOME DEPOT | \$504.82 | | | |
| 110671 | 11/22/2024 | Open | | | Accounts Payable | TRANT, MICHAEL, G | \$550.00 | | | |
| 110672 | 11/22/2024 | Open | | | Accounts Payable | TRANT, MICHAEL, G | \$350.00 | | | |
| 110673 | 11/22/2024 | Open | | | Accounts Payable | WAL-MART | \$15.68 | | | |
| 110674 | 11/22/2024 | Open | | | Accounts Payable | WALKER, BARBARA | \$300.00 | | | |
| 110675 | 11/22/2024 | Open | | | Accounts Payable | WALNUT ACRES LLC | \$300.00 | | | |
| 110676 | 11/22/2024 | Open | | | Accounts Payable | XEROX CORPORATION | \$4,017.59 | | | |
| 110677 | 11/22/2024 | Open | | | Accounts Payable | YUMA COUNTY SUPERIOR COURT | \$8,343.81 | | | |
| 110678 | 11/22/2024 | Open | | | Accounts Payable | YUMA WINLECTRIC CO. | \$1,840.61 | | | |
| 110679 | 11/22/2024 | Open | | | Accounts Payable | ZARAGOZA, LETICIA | \$85.00 | | | |
| 110680 | 11/22/2024 | Open | | | Accounts Payable | DUENAS, ADRIAN | \$200.00 | | | |
| 110681 | 11/22/2024 | Open | | | Accounts Payable | GARCIA, ANGEL | \$200.00 | | | |
| 110682 | 11/22/2024 | Open | | | Accounts Payable | VARGAS, HERIBERTO | \$200.00 | | | |
| 110683 | 11/22/2024 | Open | | | Accounts Payable | FOP/ALC | \$420.00 | | | |
| 110684 | 11/22/2024 | Open | | | Accounts Payable | SAN LUIS POLICE OFFICERS ASSOC | \$540.00 | | | |
| 110685 | 11/22/2024 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARINGHOUSE | \$3,202.79 | | | |
| 110686 | 11/22/2024 | Open | | | Accounts Payable | UNITED WAY OF YUMA COUNTY INC. | \$14.00 | | | |
| 110687 | 11/22/2024 | Open | | | Accounts Payable | UNITED YUMA FIRE FIGHTERS ASSOC | \$128.00 | | | |
| 110688 | 11/22/2024 | Open | | | Accounts Payable | UNITED YUMA FIRE FIGHTERS- IAFF | \$1,540.00 | | | |
| 110689 | 11/22/2024 | Open | | | Accounts Payable | BINGHAM EQUIPMENT CO | \$39.06 | | | |
| 110690 | 11/22/2024 | Open | | | Accounts Payable | YUMA PRIVATE INDUSTRY COUNCIL | \$605.00 | | | |
| Type Check Totals: | | | | | | | | | | |
| EFT | | | | | | | | | | |
| 6511 | 11/20/2024 | Open | | | Accounts Payable | CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST | \$281,219.20 | | | |
| | | | | | | | 71 Transactions | \$703,121.97 | | |

Payment Register

From Payment Date: 11/18/2024 - To Payment Date: 11/22/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|--|-----------------------|----------------------|------------|
| 6512 | 11/21/2024 | Open | | | Accounts Payable | CITY OF SAN LUIS EMPLOYEE | \$283,081.81 | | |
| 6513 | 11/22/2024 | Open | | | Accounts Payable | BENEFIT TRUST | \$1,107.00 | | |
| 6514 | 11/22/2024 | Open | | | Accounts Payable | 24/7 GET FIT LLC | \$1,050.50 | | |
| 6515 | 11/22/2024 | Open | | | Accounts Payable | ALLKIOSK LLC | \$3,952.48 | | |
| 6516 | 11/22/2024 | Open | | | Accounts Payable | ALSCO, INC | \$450.00 | | |
| 6517 | 11/22/2024 | Open | | | Accounts Payable | ARIZONA WESTERN COLLEGE | \$1,726.61 | | |
| 6518 | 11/22/2024 | Open | | | Accounts Payable | AUTOZONE STORES, INC | \$275.00 | | |
| 6519 | 11/22/2024 | Open | | | Accounts Payable | BORDER GYM | \$2,764.39 | | |
| 6520 | 11/22/2024 | Open | | | Accounts Payable | CHAPMAN DCJR YUMA LLC | \$55.00 | | |
| 6521 | 11/22/2024 | Open | | | Accounts Payable | CORRAL, RICARDO | \$188.00 | | |
| 6522 | 11/22/2024 | Open | | | Accounts Payable | CROWN AWARDS | \$594.86 | | |
| 6523 | 11/22/2024 | Open | | | Accounts Payable | CSC OF YUMA | \$62.50 | | |
| 6524 | 11/22/2024 | Open | | | Accounts Payable | CUEVAS, CHRISTIAN | \$106,580.32 | | |
| 6525 | 11/22/2024 | Open | | | Accounts Payable | DANA KEPNER COMPANY LLC | \$258.75 | | |
| 6526 | 11/22/2024 | Open | | | Accounts Payable | DESERT DOCUMENT SHREDDERS, LLC | \$358.30 | | |
| 6527 | 11/22/2024 | Open | | | Accounts Payable | DESERT WATER STORE INC | \$936.58 | | |
| 6528 | 11/22/2024 | Open | | | Accounts Payable | FENCING BY S.K. L.L.C. | \$1,227.00 | | |
| 6529 | 11/22/2024 | Open | | | Accounts Payable | FRESH TERRA SERVICES LLC | \$350.00 | | |
| 6530 | 11/22/2024 | Open | | | Accounts Payable | GARCIA, JESUS | \$12,335.00 | | |
| 6531 | 11/22/2024 | Open | | | Accounts Payable | HEINFELD, MEECH & CO., P.C. | \$33,376.14 | | |
| 6532 | 11/22/2024 | Open | | | Accounts Payable | HILL BROTHERS CHEMICAL CO. | \$118.00 | | |
| 6533 | 11/22/2024 | Open | | | Accounts Payable | JSA COMPANY | \$325.00 | | |
| 6534 | 11/22/2024 | Open | | | Accounts Payable | LOPEZ ARMENTA, JOSE, MARTIN | \$472,365.24 | | |
| 6535 | 11/22/2024 | Open | | | Accounts Payable | MGC CONTRACTORS, INC | \$225.51 | | |
| 6536 | 11/22/2024 | Open | | | Accounts Payable | NAPA AUTO PARTS | \$550.00 | | |
| 6537 | 11/22/2024 | Open | | | Accounts Payable | NICKLAUS ENGINEERING | \$1,074.99 | | |
| 6538 | 11/22/2024 | Open | | | Accounts Payable | O'REILLY AUTO PARTS | \$3,209.43 | | |
| 6539 | 11/22/2024 | Open | | | Accounts Payable | ODP BUSINESS SOLUTIONS LLC | \$10,585.00 | | |
| 6540 | 11/22/2024 | Open | | | Accounts Payable | ON TRACK OVERHEAD DOORS LLC | \$3,800.00 | | |
| 6541 | 11/22/2024 | Open | | | Accounts Payable | ORDUNO-CROUSE, CANDICE | \$113,690.00 | | |
| 6542 | 11/22/2024 | Open | | | Accounts Payable | PACIFIC ADVANCED CIVIL ENGINEERING INC | \$1,488.80 | | |
| 6543 | 11/22/2024 | Open | | | Accounts Payable | PLOTTER DOCTORS, LLC | \$126.00 | | |
| 6544 | 11/22/2024 | Open | | | Accounts Payable | PULIDO INIGUEZ, ALAN FRANCISCO | \$126.35 | | |
| 6545 | 11/22/2024 | Open | | | Accounts Payable | REAL PURIFIED WATER LLC | \$12,785.91 | | |
| 6546 | 11/22/2024 | Open | | | Accounts Payable | REPUBLIC SERVICES, INC. | \$3,445.66 | | |
| 6547 | 11/22/2024 | Open | | | Accounts Payable | SAM'S CLUB | \$3,329.70 | | |
| 6548 | 11/22/2024 | Open | | | Accounts Payable | SAN LUIS INDUSTRIAL PARK, LLC | \$2,475.26 | | |
| 6549 | 11/22/2024 | Open | | | Accounts Payable | SOUTHERN TIRE MART LLC | \$108.00 | | |
| 6550 | 11/22/2024 | Open | | | Accounts Payable | SOUTHWEST MERCH LLC | \$2,398.26 | | |
| 6551 | 11/22/2024 | Open | | | Accounts Payable | SOUTHWEST SANITATION SERVICES, LLC | \$6,187.80 | | |
| 6552 | 11/22/2024 | Open | | | Accounts Payable | SPECTRUM BUSINESS UNIVERSAL BACKGROUND SCREENING INC | \$502.34 | | |
| 6553 | 11/22/2024 | Open | | | Accounts Payable | WESTLAND RESOURCES, INC | \$16,973.87 | | |
| 6554 | 11/22/2024 | Open | | | Accounts Payable | YUMA COUNTY RECORDER'S OFFICE | \$165.00 | | |

Payment Register

From Payment Date: 11/18/2024 - To Payment Date: 11/22/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|------------|--------|-------------|----------------------------|------------------|--------------------------------|-----------------------|----------------------|------------|
| 6555 | 11/22/2024 | Open | | | Accounts Payable | YUMA COUNTY TREASURER'S OFFICE | \$133.39 | | |
| 6556 | 11/22/2024 | Open | | | Accounts Payable | YUMA NURSERY LLC | \$23,639.65 | | |
| 6557 | 11/22/2024 | Open | | | Accounts Payable | YUMA SIGN MASTERS LLC | \$668.10 | | |
| 6558 | 11/22/2024 | Open | | | Accounts Payable | YUMA WINNELSON CO. | \$47,117.22 | | |
| Type EFT Totals: | | | | | | | \$1,459,563.92 | | |
| 1BYPAYABLE - 1st BY Accounts Payable Totals | | | | | | | | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 71 | \$703,121.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 71 | \$703,121.97 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|-----------------------|-------------------|
| | Open | 48 | \$1,459,563.92 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 48 | \$1,459,563.92 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 119 | \$2,162,685.89 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 119 | \$2,162,685.89 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 71 | \$703,121.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 71 | \$703,121.97 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|-----------------------|-------------------|
| | Open | 48 | \$1,459,563.92 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 48 | \$1,459,563.92 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 119 | \$2,162,685.89 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 119 | \$2,162,685.89 | \$0.00 |

Karla Plascencia

Digitally signed by Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O =
City of San Luis OU = Finance
Date: 2024.12.05 13:36:35 -0700

Payment Register

From Payment Date: 11/25/2024 - To Payment Date: 11/27/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------------------|------------|--------|-------------|----------------------------|------------------|-------------------------------------|-----------------------|----------------------|------------|
| 1BYPAYABLE - 1st BY Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 110691 | 11/27/2024 | Open | | | Accounts Payable | AFFINITY CONSULTING GROUP, LLC | \$6,975.00 | | |
| 110692 | 11/27/2024 | Open | | | Accounts Payable | ALDAMA, EMMANUEL | \$268.00 | | |
| 110693 | 11/27/2024 | Open | | | Accounts Payable | AZUL CAFE LLC | \$719.63 | | |
| 110694 | 11/27/2024 | Open | | | Accounts Payable | BOBBY'S TERRITORIAL H-D | \$686.91 | | |
| 110695 | 11/27/2024 | Open | | | Accounts Payable | C&D DISPOSAL LLC | \$1,205.28 | | |
| 110696 | 11/27/2024 | Open | | | Accounts Payable | CENTURYLINK | \$70.84 | | |
| 110697 | 11/27/2024 | Open | | | Accounts Payable | FELIX FELIX, YESENIA | \$90.00 | | |
| 110698 | 11/27/2024 | Open | | | Accounts Payable | FELIX VALDEZ, GRISELDA, N | \$25.00 | | |
| 110699 | 11/27/2024 | Open | | | Accounts Payable | FERNANDEZ, KARINA | \$545.50 | | |
| 110700 | 11/27/2024 | Open | | | Accounts Payable | FIGUEROA, DANAE | \$81.00 | | |
| 110701 | 11/27/2024 | Open | | | Accounts Payable | IPO TECH SOLUTIONS LLC. | \$6,800.00 | | |
| 110702 | 11/27/2024 | Open | | | Accounts Payable | LIMON CAZARES, EMMA | \$50.00 | | |
| 110703 | 11/27/2024 | Open | | | Accounts Payable | MACHADO, IVAN & AIXIA GUTIERREZ | \$500.00 | | |
| 110704 | 11/27/2024 | Open | | | Accounts Payable | NUNO, JAVIER | \$81.00 | | |
| 110705 | 11/27/2024 | Open | | | Accounts Payable | ORTEGA, KEYLA | \$50.00 | | |
| 110706 | 11/27/2024 | Open | | | Accounts Payable | PACHECO, CARLOS | \$81.00 | | |
| 110707 | 11/27/2024 | Open | | | Accounts Payable | PEREDA, JOSE | \$268.00 | | |
| 110708 | 11/27/2024 | Open | | | Accounts Payable | PFVT MOTORS, INC | \$52,831.18 | | |
| 110709 | 11/27/2024 | Open | | | Accounts Payable | PPEP INC. | \$11,703.00 | | |
| 110710 | 11/27/2024 | Open | | | Accounts Payable | PRIETO, ERNESTO | \$81.00 | | |
| 110711 | 11/27/2024 | Open | | | Accounts Payable | RENTERIA, EDGAR | \$81.00 | | |
| 110712 | 11/27/2024 | Open | | | Accounts Payable | RODRIGUEZ, DANIEL | \$1,550.00 | | |
| 110713 | 11/27/2024 | Open | | | Accounts Payable | RUIZ, OSCAR | \$228.00 | | |
| 110714 | 11/27/2024 | Open | | | Accounts Payable | SECURITY TITLE AGENCY, INC | \$503,997.93 | | |
| 110715 | 11/27/2024 | Open | | | Accounts Payable | SILVA, AGUSTIN | \$110.70 | | |
| 110716 | 11/27/2024 | Open | | | Accounts Payable | TRANT, MICHAEL, G | \$450.00 | | |
| 110717 | 11/27/2024 | Open | | | Accounts Payable | YUMA COUNTY PUBLIC HEALTH | \$163.00 | | |
| 110718 | 11/27/2024 | Open | | | Accounts Payable | ZARAGOZA, JOSE | \$268.00 | | |
| Type Check Totals: | | | | | | | | | |
| | | | | | | | 28 Transactions | \$589,960.97 | |
| EFT | | | | | | | | | |
| 6559 | 11/27/2024 | Open | | | Accounts Payable | BIG TRUCK RENTAL, LLC | \$18,900.00 | | |
| 6560 | 11/27/2024 | Open | | | Accounts Payable | CONSULTANT ENGINEERING INC | \$459.46 | | |
| 6561 | 11/27/2024 | Open | | | Accounts Payable | ECOVERDE, LLC | \$1,094.14 | | |
| 6562 | 11/27/2024 | Open | | | Accounts Payable | FNP-C & ASSOCIATES PLLC | \$180.00 | | |
| 6563 | 11/27/2024 | Open | | | Accounts Payable | GARCIA, JESUS | \$150.00 | | |
| 6564 | 11/27/2024 | Open | | | Accounts Payable | HIREQUEST LLC | \$4,550.50 | | |
| 6565 | 11/27/2024 | Open | | | Accounts Payable | KIMLEY-HORN AND ASSOCIATES INC | \$6,807.50 | | |
| 6566 | 11/27/2024 | Open | | | Accounts Payable | MARTINEZ CANTU, VICTOR , REMIGION | \$5,283.38 | | |
| 6567 | 11/27/2024 | Open | | | Accounts Payable | OFFICE NATION, INC. | \$321.55 | | |
| 6568 | 11/27/2024 | Open | | | Accounts Payable | SOUTHWEST MERCH LLC | \$240.00 | | |
| 6569 | 11/27/2024 | Open | | | Accounts Payable | SOUTHWEST SANITATION SERVICES, LLC | \$869.09 | | |
| 6570 | 11/27/2024 | Open | | | Accounts Payable | YUMA COUNTY WATER USERS ASSOCIATION | \$56,085.53 | | |

SCHEDULE D

Payment Register

From Payment Date: 11/25/2024 - To Payment Date: 11/27/2024

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|------------|--------|-------------|----------------------------|------------------|-----------------------------|-----------------------|----------------------|------------|
| 6571 | 11/27/2024 | Open | | | Accounts Payable | YUMA WINNELSON CO. | \$8,670.63 | | |
| 6572 | 11/27/2024 | Open | | | Accounts Payable | DESERT VALLEY SERVICES, INC | \$1,098.22 | | |
| | | | | | | | \$104,710.00 | | |

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 28 | \$589,960.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 28 | \$589,960.97 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|---------------------|-------------------|
| | Open | 14 | \$104,710.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 14 | \$104,710.00 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 42 | \$694,670.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 42 | \$694,670.97 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 28 | \$589,960.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 28 | \$589,960.97 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|-----------|---------------------|-------------------|
| | Open | 14 | \$104,710.00 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 14 | \$104,710.00 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 42 | \$694,670.97 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 42 | \$694,670.97 | \$0.00 |

Karla Plascencia

Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email = kplascencia@sanluisaz.
 gov C = US O = City of San Luis OU = Finance
 Date: 2024.12.05 13:37:31 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2338. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza del Desierto Unit III, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The City has received a petition to form a Street Lighting Improvement District for Belleza del Desierto Unit III Subdivision. This is the resolution of intention to create Belleza del Desierto Unit III Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2338.

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. 2338



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2338

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO UNIT III SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Belleza del Desierto Unit III Subdivision San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Belleza del Desierto Unit III Subdivision Street Lighting Improvement District for the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said street lights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Belleza del Desierto Unit III Subdivision Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **11th** day of **December 2024**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Belleza del Desierto Unit III Subdivision Street Lighting Improvement District

MID Name

Belleza del Desierto Unit III Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.


1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 20.01 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets within Belleza del Desierto Unit III Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

- (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;
- (d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);
- (e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the 6th day of September, 2024.

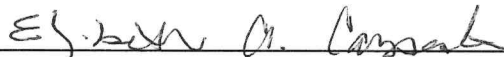
Border Sam, LLLP
10602 S. Camino del Sol
Yuma, AZ 85367

By:  9/6/2024 APN 227-15-030
David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 6th day of September, 2024 by David Loo, Border Sam LLLP, an Arizona Limited Liability Limited Partnership, on behalf of said Partnership.

My Commission Expires 2-9-2026


Notary Public



ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By _____
Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejada, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2339. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Belleza del Desierto Unit III Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2339.

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. 2339



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2339

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO UNIT III SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2338 for Belleza del Desierto Unit III Subdivision Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Belleza del Desierto Unit III Subdivision Street Lighting Improvement District; and

WHEREAS, the petition for Street Lighting Improvement District which was used to create Belleza del Desierto Unit III Subdivision Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Belleza del Desierto Unit III Subdivision Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2340. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, an Enhanced Municipal Services Improvement District is required for new subdivisions. The city has received a petition to form an Enhanced Municipal Services Improvement District for operating and maintaining certain retention basins serving the area described as Belleza del Desierto Unit III Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2340.

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. 2340



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2340

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICE IMPROVEMENT DISTRICT OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO UNIT III SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as Belleza del Desierto Unit III Subdivision Municipal Services Improvement District for the area described as Belleza del Desierto Unit III Subdivision, City of San Luis, Arizona, and as further shown on the subdivision plat or plats of record for Belleza del Desierto Unit III Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as Belleza del Desierto Unit III Subdivision, City of San Luis, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is here by approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Belleza del Desierto Unit III Subdivision Enhanced Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Belleza del Desierto Unit III Subdivision Municipal Services Improvement District
MID Name

Belleza del Desierto Unit III Subdivision
Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of an Enhanced Municipal Service District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.


1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 20.01 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of retention basins serving Belleza del Desierto Unit III Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation, operation, maintenance, repair, and improvements of retention basins serving the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements.

- (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
- (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and
- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.


IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the 6th day of September, 2024.

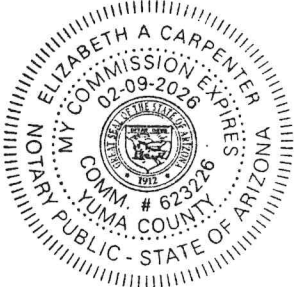
Border Sam, LLLP
10602 S. Camino del Sol
Yuma, AZ 85367

By:  9/6/2024 APN 227-15-030
 David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 6th day of September, 2024 by David Loo, Border Sam LLLP, an Arizona Limited Liability Limited Partnership, on behalf of said Partnership.

My Commission Expires 2-9-2026 
 Notary Public



ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By: _____
Nieves Riedel, Mayor

ATTEST:

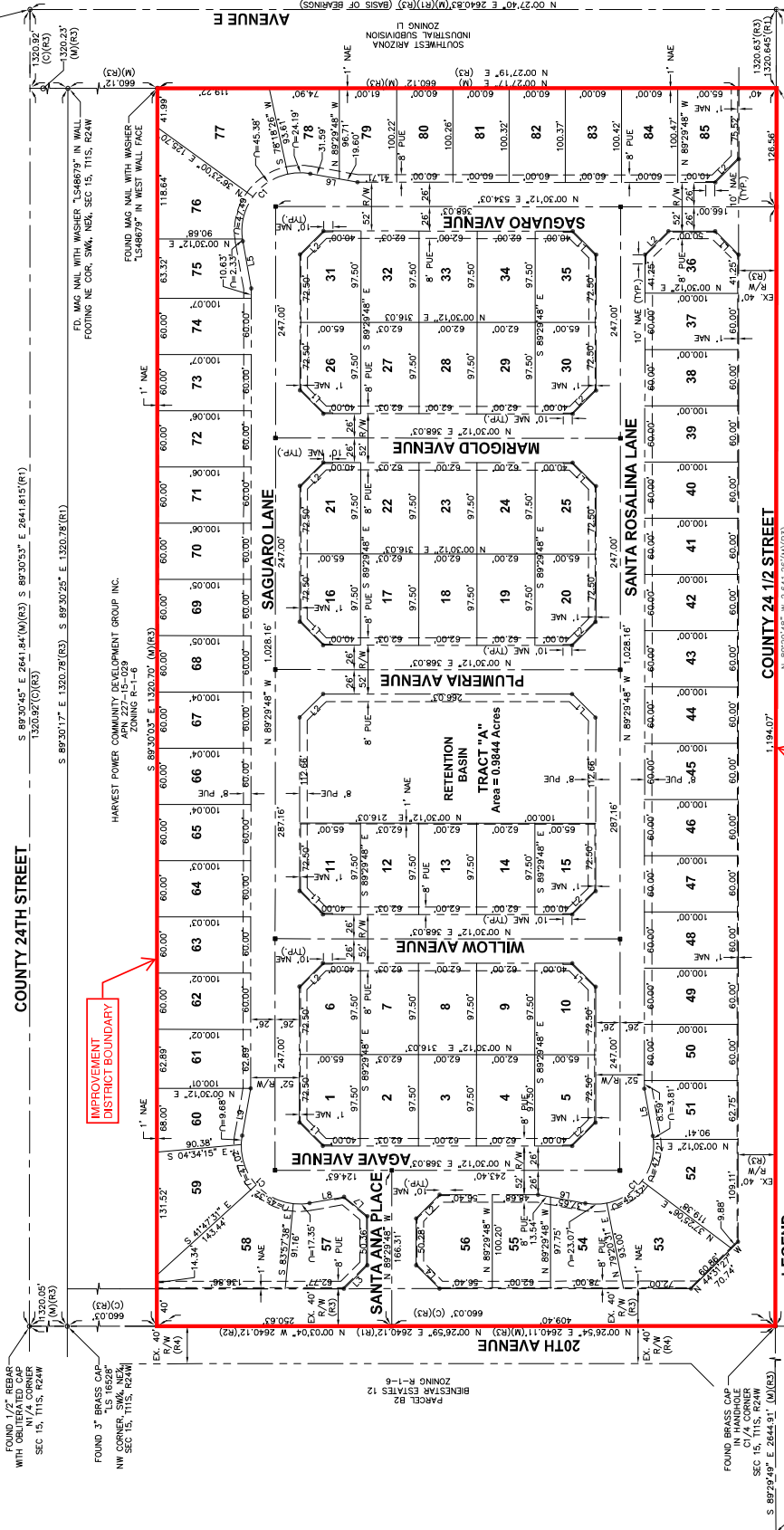
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Belleza del Desierto Unit III Enhanced Municipal Service Improvement District Petition Exhibit A

FINAL PLAT BELLEZA DEL DESIERTO UNIT III A SUBDIVISION OF PARCEL B, FEE #2021-20450, Y.C.R., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA CREATING 85 LOTS



OPEN SPACE CALCULATIONS
 OPEN SPACE REQUIRED
 USE = 5% OF PROJECT AREA
 PROJECT AREA = 18,201.9 ACRES OR 792,857 SQ. FT.
 OPEN SPACE REQUIRED = 946,429.5 SQ. FT.
 OPEN SPACE PROVIDED = 946,429.5 SQ. FT.
 OPEN SPACE DEFICIT = 0.000 SQ. FT.

| LOT # | AREA/ACRE | AREA/ACRE | LOT # | AREA/ACRE | LOT # | AREA/ACRE | LOT # | AREA/ACRE |
|-------|-----------|-----------|-------|-----------|-------|-----------|-------|-----------|
| 1 | 0.058 | 25 | 56 | 0.058 | 61 | 0.058 | 66 | 0.058 |
| 2 | 0.058 | 25 | 57 | 0.058 | 62 | 0.058 | 67 | 0.058 |
| 3 | 0.058 | 25 | 58 | 0.058 | 63 | 0.058 | 68 | 0.058 |
| 4 | 0.058 | 25 | 59 | 0.058 | 64 | 0.058 | 69 | 0.058 |
| 5 | 0.058 | 25 | 60 | 0.058 | 70 | 0.058 | 71 | 0.058 |
| 6 | 0.058 | 25 | 61 | 0.058 | 72 | 0.058 | 73 | 0.058 |
| 7 | 0.058 | 25 | 62 | 0.058 | 74 | 0.058 | 75 | 0.058 |
| 8 | 0.058 | 25 | 63 | 0.058 | 76 | 0.058 | 77 | 0.058 |
| 9 | 0.058 | 25 | 64 | 0.058 | 78 | 0.058 | 79 | 0.058 |
| 10 | 0.058 | 25 | 65 | 0.058 | 80 | 0.058 | 81 | 0.058 |
| 11 | 0.058 | 25 | 66 | 0.058 | 82 | 0.058 | 83 | 0.058 |
| 12 | 0.058 | 25 | 67 | 0.058 | 84 | 0.058 | 85 | 0.058 |

OWNER OF RECORD
 APN 227-15-030
 BORDER, SAM, LLP
 10000 N. GILBERT
 YUMA, AZ 85427

CITY OF SAN LUIS ZONING
 CURRENT ZONING: MEDIUM DENSITY RESIDENTIAL (R1-6)
 FLOOD ZONE

AREA = 18,201.9 ± ACRES

FOUNDATION NOTES
 FOUND BRASS CAP IN HANDHOLE
 NE CORNER SEC 15, T11S, R24W
 FOUND 1/2" BRASS CAP
 WITH OBLITERATED CAP
 IN HANDHOLE SW1/4 CORNER
 SEC 15, T11S, R24W
 FOUND 3" BRASS CAP
 WITH OBLITERATED CAP
 IN HANDHOLE NW CORNER
 SEC 15, T11S, R24W
 FOUND 3" BRASS CAP
 WITH OBLITERATED CAP
 IN HANDHOLE SW1/4 CORNER
 SEC 15, T11S, R24W
 FOUND 2" BRASS CAP
 WITH OBLITERATED CAP
 IN HANDHOLE SW1/4 CORNER
 SEC 15, T11S, R24W

PREPARED BY
CORE ENGINEERING GROUP, PLLC
 200 East 16th Street, Suite 150
 Yuma, AZ 85402
 Y: 928.348.9332
 F: 928.348.9332
 www.CoreEngineeringGroup.com
 Core Project No. 62426

REGISTRATION SEAL
 REGISTERED PROFESSIONAL ENGINEER
 NO. 11000
 STATE OF ARIZONA
 DATE: 11/15/2024

BASIS OF BEARINGS
 THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G.A.S.R.M., YUMA COUNTY, ARIZONA (THIS LINE BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G.A.S.R.M., YUMA COUNTY, ARIZONA) IS AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06882, Y.C.R.

LEGEND
 CENTERLINE
 EXISTING RIGHT-OF-WAY
 EXISTING PROPERTY LINE
 NEW PROPERTY LINE
 FOUND BRASS CAP
 FOUND BRASS CAP PER C.O.Y. STD. NO. 4-030
 MEASURED
 FOUND BRASS CAP WITH OBLITERATED CAP
 FOUND BRASS CAP PER C.O.Y. STD. NO. 4-030
 AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06882, Y.C.R.
 RECORDED PER BIENESTAR ESTATES 10 AS RECORDED IN BOOK 33 OF PLATS PAGE 6, FEE #2021-20450, Y.C.R.
 RECORDED PER BIENESTAR ESTATES 12 LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS PAGE 7, FEE #2022-20861, Y.C.R.
 CALCULATED DATA
 RIGHT-OF-WAY
 YUMA COUNTY RECORDS
 YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL NUMBER
 APN 777-53-000
 ARC LENGTH



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2341. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating an Enhanced Municipal Services Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Belleza del Desierto Unit III Enhanced Municipal Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2341.

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. 2341



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2341

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE OPERATION AND MAINTENANCE OF CERTAIN RETENTION BASINS FOR THE AREA DESCRIBED AS BELLEZA DEL DESIERTO UNIT III SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2340 for Belleza del Desierto Unit III Subdivision Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known as Belleza del Desierto Unit III Subdivision Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the Belleza del Desierto Unit III Subdivision Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of Belleza del Desierto Unit III Subdivision Municipal Services Improvement District.

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **11th** day of **December 2024**.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. G.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2342. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Belleza del Desierto Unit III Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, all developers are responsible for completely landscaping their development projects according to the approved plans. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins and in other locations as provided in city regulations. In addition, developers may provide paths, trails and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability and improve community aesthetics.

The state legislature permits the creation of Municipal Improvement Districts for cities and towns to provide a dedicated funding stream for maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins and parking and parkways. This Improvement District will be utilized for landscape maintenance and improvements serving Belleza del Desierto Unit III Subdivision. Residents within the Improvement District will pay a special assessment on their property tax bill.

This resolution authorizes the creation of Belleza del Desierto Unit III Landscape Improvement District to serve Belleza del Desierto Unit III Subdivision. After approval of this resolution, a second resolution ordering the improvements is needed to finalize the formation of the Improvement District process.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2342.

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. 2342



Resolution

No. 2342

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF MAINTAINING AND REPAIRING CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES SERVING THE AREA DESCRIBED AS BELLEZA DEL DESIERTO UNIT III SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide operation, maintenance, improvements and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements as mentioned on the petition for Belleza del Desierto Unit III Subdivision;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Belleza del Desierto Unit III Subdivision will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Belleza del Desierto Unit III Subdivision to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be Belleza del Desierto Unit III Subdivision District.

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

Section 1: The petition to form a MID for Belleza del Desierto Unit III Subdivision purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

Section 2: Belleza del Desierto Unit III Landscape, serving Belleza del Desierto Unit III Subdivision to install, operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Belleza del Desierto Unit III, for the purpose mentioned in the attached petition, is hereby created.

Section 3: The expenses of Belleza del Desierto Unit III Subdivision Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

Section 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a legal description of the boundary for Belleza del Desierto Unit III Subdivision Landscape and a diagram for Belleza del Desierto Unit III Subdivision Landscape to Mayor and City Council for consideration to declare an intention to order improvements to Belleza del Desierto Unit III Subdivision Landscape as provided in A.R.S. § 48-576.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Belleza del Desierto Unit III Subdivision Landscape Improvement District

MID Name

Belleza del Desierto Unit III Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owners respectfully petitions the Mayor and City Council of the City of San Luis, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Improvement District Law and to consent to the formation and completion of the District.


1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 20.01 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, recreational amenities, subdivision signs, and hardscape in pedestrian malls, off-street parking facilities, retention and detention basins, parking's and parkways adjacent to designated public roadways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, subdivision signs, and hardscape in parkways and parking's adjacent to designated public roadways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

- (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
- (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
- (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and
- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.


IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the 6th day of September, 2024.

Border Sam, LLLP
10602 S. Camino del Sol
Yuma, AZ 85367

By:  9/6/2024 APN 227-15-030
 David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 6th day of September, 2024 by David Loo, Border Sam LLLP, an Arizona Limited Liability Limited Partnership, on behalf of said Partnership.

My Commission Expires 2-9-2026 
 Notary Public



ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By: _____
Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

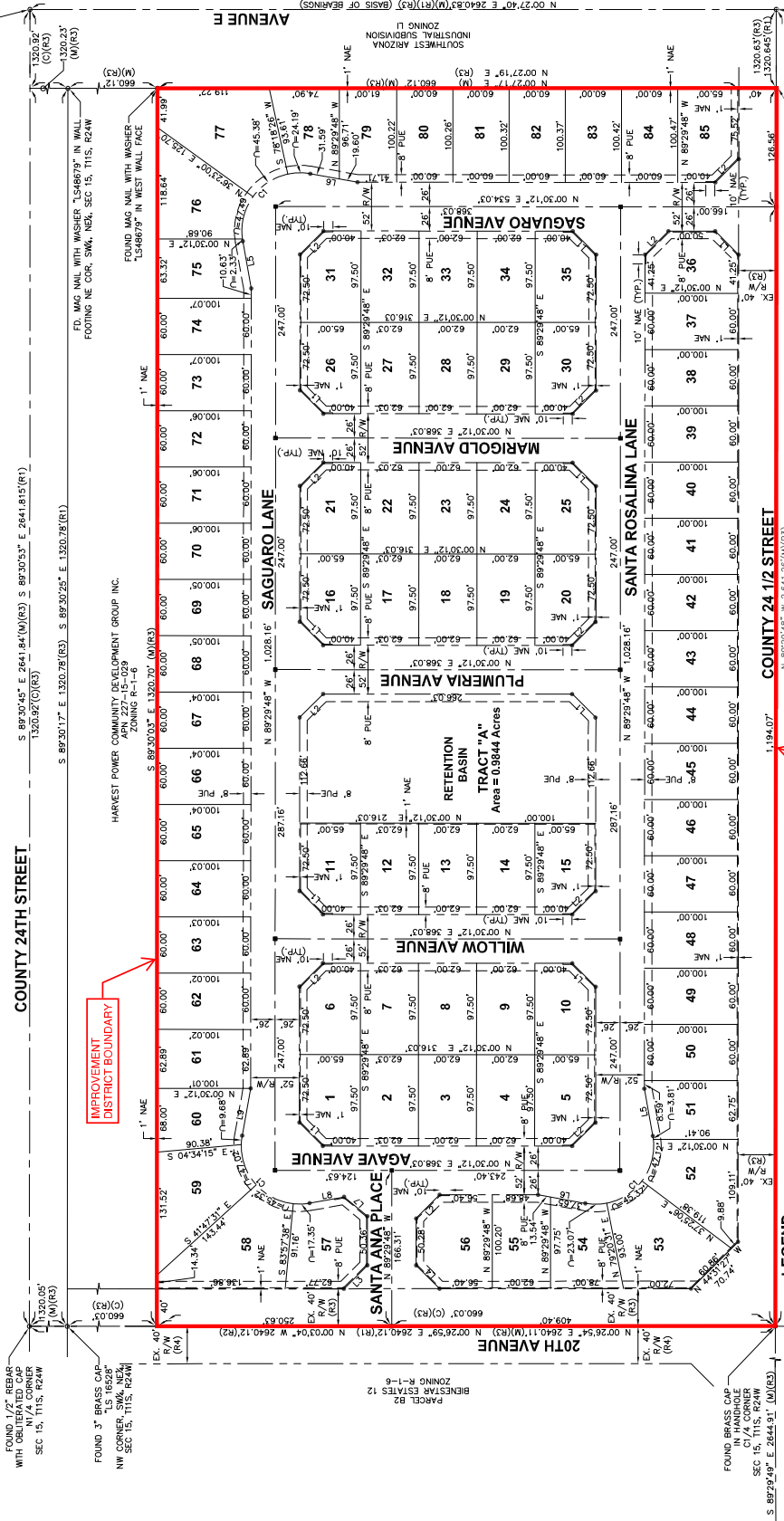
APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Belleza del Desierto Unit III Landscape Improvement District Petition Exhibit A

FINAL PLAT BELLEZA DEL DESIERTO UNIT III

A SUBDIVISION OF PARCEL B, FEE #2021-20450, Y.C.R., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA CREATING 85 LOTS



OPEN SPACE CALCULATIONS
 OPEN SPACE REQUIRED
 USE = 5% OF PROJECT AREA
 PROJECT AREA = 18,201.9 Acres OR 792,857 Sq.Ft.
 OSR = (0.05)(792,857) = 39,643 Sq.Ft.
 OSR = RET. BASIN AREA = 0.9844 Acres OR 42,880 Sq.Ft.

LEGEND

- CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- FOUND W/ CAP
- FOUND W/ CAP W/ CAP "LS48679"
- SET NEW BRASS CAP PER C.O.Y. STD. NO. 4-030
- MEASURED
- AS RECORDED IN AMENDED PLAT #0021-20450, Y.C.R.
- AS RECORDED IN AMENDED PLAT #0202-06882, Y.C.R.
- RECORDED PER BIENESTAR ESTATES 10 AS RECORDED IN BOOK 33 OF PLATS PAGE 6, FEE #0201-20450, Y.C.R.
- RECORDED PER BIENESTAR ESTATES 12 LOT SPLIT AS RECORDED IN BOOK 33 OF PLATS PAGE 7, FEE #0202-06882, Y.C.R.
- CALCULATED DATA
- RIGHT-OF-WAY
- YUMA COUNTY RECORDS
- Y.C.R.
- APN 777-53-000
- YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL NUMBER
- ARC LENGTH

LINE DATA

| LINE NO. | BEARING | LENGTH |
|----------|-------------------------------|---------|
| 1 | N 89°29'48" W 2.64126 (M)(R3) | 119.37' |
| 2 | N 89°29'58" W 2.64129 (R1) | 119.37' |
| 3 | N 89°30'03" E 1.32070 (M)(R3) | 119.37' |
| 4 | S 89°30'17" E 1.32078 (R3) | 119.37' |
| 5 | S 89°30'25" E 1.32078 (R1) | 119.37' |

CURVE DATA

| CURVE NO. | BEARING | DETA | LENGTH |
|-----------|-------------------------------|---------|---------|
| 1 | N 89°29'48" W 2.64126 (M)(R3) | 119.37' | 119.37' |
| 2 | N 89°29'58" W 2.64129 (R1) | 119.37' | 119.37' |
| 3 | N 89°30'03" E 1.32070 (M)(R3) | 119.37' | 119.37' |
| 4 | S 89°30'17" E 1.32078 (R3) | 119.37' | 119.37' |
| 5 | S 89°30'25" E 1.32078 (R1) | 119.37' | 119.37' |

LOT AREA

| LOT # | AREA/AC | AREA/AC | LOT # | AREA/AC | AREA/AC | LOT # | AREA/AC | AREA/AC |
|-------|---------|---------|-------|---------|---------|-------|---------|---------|
| 1 | 0.005 | 0.005 | 21 | 0.005 | 0.005 | 41 | 0.005 | 0.005 |
| 2 | 0.005 | 0.005 | 22 | 0.005 | 0.005 | 42 | 0.005 | 0.005 |
| 3 | 0.005 | 0.005 | 23 | 0.005 | 0.005 | 43 | 0.005 | 0.005 |
| 4 | 0.005 | 0.005 | 24 | 0.005 | 0.005 | 44 | 0.005 | 0.005 |
| 5 | 0.005 | 0.005 | 25 | 0.005 | 0.005 | 45 | 0.005 | 0.005 |
| 6 | 0.005 | 0.005 | 26 | 0.005 | 0.005 | 46 | 0.005 | 0.005 |
| 7 | 0.005 | 0.005 | 27 | 0.005 | 0.005 | 47 | 0.005 | 0.005 |
| 8 | 0.005 | 0.005 | 28 | 0.005 | 0.005 | 48 | 0.005 | 0.005 |
| 9 | 0.005 | 0.005 | 29 | 0.005 | 0.005 | 49 | 0.005 | 0.005 |
| 10 | 0.005 | 0.005 | 30 | 0.005 | 0.005 | 50 | 0.005 | 0.005 |
| 11 | 0.005 | 0.005 | 31 | 0.005 | 0.005 | 51 | 0.005 | 0.005 |
| 12 | 0.005 | 0.005 | 32 | 0.005 | 0.005 | 52 | 0.005 | 0.005 |
| 13 | 0.005 | 0.005 | 33 | 0.005 | 0.005 | 53 | 0.005 | 0.005 |
| 14 | 0.005 | 0.005 | 34 | 0.005 | 0.005 | 54 | 0.005 | 0.005 |
| 15 | 0.005 | 0.005 | 35 | 0.005 | 0.005 | 55 | 0.005 | 0.005 |
| 16 | 0.005 | 0.005 | 36 | 0.005 | 0.005 | 56 | 0.005 | 0.005 |
| 17 | 0.005 | 0.005 | 37 | 0.005 | 0.005 | 57 | 0.005 | 0.005 |
| 18 | 0.005 | 0.005 | 38 | 0.005 | 0.005 | 58 | 0.005 | 0.005 |
| 19 | 0.005 | 0.005 | 39 | 0.005 | 0.005 | 59 | 0.005 | 0.005 |
| 20 | 0.005 | 0.005 | 40 | 0.005 | 0.005 | 60 | 0.005 | 0.005 |
| 21 | 0.005 | 0.005 | 41 | 0.005 | 0.005 | 61 | 0.005 | 0.005 |
| 22 | 0.005 | 0.005 | 42 | 0.005 | 0.005 | 62 | 0.005 | 0.005 |
| 23 | 0.005 | 0.005 | 43 | 0.005 | 0.005 | 63 | 0.005 | 0.005 |
| 24 | 0.005 | 0.005 | 44 | 0.005 | 0.005 | 64 | 0.005 | 0.005 |
| 25 | 0.005 | 0.005 | 45 | 0.005 | 0.005 | 65 | 0.005 | 0.005 |
| 26 | 0.005 | 0.005 | 46 | 0.005 | 0.005 | 66 | 0.005 | 0.005 |
| 27 | 0.005 | 0.005 | 47 | 0.005 | 0.005 | 67 | 0.005 | 0.005 |
| 28 | 0.005 | 0.005 | 48 | 0.005 | 0.005 | 68 | 0.005 | 0.005 |
| 29 | 0.005 | 0.005 | 49 | 0.005 | 0.005 | 69 | 0.005 | 0.005 |
| 30 | 0.005 | 0.005 | 50 | 0.005 | 0.005 | 70 | 0.005 | 0.005 |
| 31 | 0.005 | 0.005 | 51 | 0.005 | 0.005 | 71 | 0.005 | 0.005 |
| 32 | 0.005 | 0.005 | 52 | 0.005 | 0.005 | 72 | 0.005 | 0.005 |
| 33 | 0.005 | 0.005 | 53 | 0.005 | 0.005 | 73 | 0.005 | 0.005 |
| 34 | 0.005 | 0.005 | 54 | 0.005 | 0.005 | 74 | 0.005 | 0.005 |
| 35 | 0.005 | 0.005 | 55 | 0.005 | 0.005 | 75 | 0.005 | 0.005 |
| 36 | 0.005 | 0.005 | 56 | 0.005 | 0.005 | 76 | 0.005 | 0.005 |
| 37 | 0.005 | 0.005 | 57 | 0.005 | 0.005 | 77 | 0.005 | 0.005 |
| 38 | 0.005 | 0.005 | 58 | 0.005 | 0.005 | 78 | 0.005 | 0.005 |
| 39 | 0.005 | 0.005 | 59 | 0.005 | 0.005 | 79 | 0.005 | 0.005 |
| 40 | 0.005 | 0.005 | 60 | 0.005 | 0.005 | 80 | 0.005 | 0.005 |
| 41 | 0.005 | 0.005 | 61 | 0.005 | 0.005 | 81 | 0.005 | 0.005 |
| 42 | 0.005 | 0.005 | 62 | 0.005 | 0.005 | 82 | 0.005 | 0.005 |
| 43 | 0.005 | 0.005 | 63 | 0.005 | 0.005 | 83 | 0.005 | 0.005 |
| 44 | 0.005 | 0.005 | 64 | 0.005 | 0.005 | 84 | 0.005 | 0.005 |
| 45 | 0.005 | 0.005 | 65 | 0.005 | 0.005 | 85 | 0.005 | 0.005 |

OWNER OF RECORD
APN 227-15-030
 BORDER, SAM, LLP
 1000 N. GILBERT ST.
 YUMA, AZ 85307

CITY OF SAN LUIS ZONING
 CURRENT ZONING: MEDIUM DENSITY RESIDENTIAL (R1-6)

FLOOD ZONE
 THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRM MAPS AS LIGHT BROWN. THIS ZONE IS THE AREA DETERMINED TO BE AT RISK OF FLOODING FROM FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD. THE FEMA SOURCE 04027215SE DATED 8-29-2008.

BASIS OF BEARINGS
 THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G&S.R.M., YUMA COUNTY, ARIZONA (THIS LINE IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G&S.R.M., YUMA COUNTY, ARIZONA) AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #0202-06882, Y.C.R.
 NAMELY: N 0927407 E

AREA = 18,201.9 ± ACRES

SCALE: 1" = 60'

FOUND BRASS CAP IN HANDHOLE NE CORNER SEC 15, T11S, R24W

FOUND 1/2" BRASS CAP WITH OBLITERATED CAP IN HANDHOLE SW CORNER SEC 15, T11S, R24W

FOUND 3" BRASS CAP WITH OBLITERATED CAP IN HANDHOLE NW CORNER SEC 15, T11S, R24W

FOUND 2" BRASS CAP WITH OBLITERATED CAP IN HANDHOLE SW CORNER SEC 15, T11S, R24W

PREPARED BY
CORE ENGINEERING GROUP, PLLC
 200 East 16th Street, Suite 150
 Yuma, AZ 85301
 Yuma County Assessor's Office
 Yuma, AZ 85301
 Core Project No. 22-2426

SHEET 2 OF 2



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. H.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2343. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins, parking, parkways and related facilities together with appurtenant structures of Belleza del Desierto Unit III Subdivision Landscape Improvement District. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating a Municipal Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Belleza del Desierto Unit III Landscape Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2343.

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 2343



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2343

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ORDERING IMPROVEMENTS FOR THE MUNICIPAL IMPROVEMENT DISTRICT, SERVING BELLEZA DEL DESIERTO UNIT III SUBDIVISION, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH THE APPURTENANT STRUCTURES OF BELLEZA DEL DESIERTO UNIT III SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2342 declaring the intention to create Belleza del Desierto Unit III Subdivision Landscape Improvement District to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Belleza del Desierto Unit III Subdivision;

WHEREAS, the petition to form Belleza del Desierto Unit III Subdivision Landscape Improvement District was signed by all of the real property owners within the proposed District and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for Belleza del Desierto Unit III Subdivision Landscape Improvement District and a diagram for Belleza del Desierto Unit III Subdivision Landscape Improvement District has been presented to City Council for consideration in this declaration of intention to order Belleza del Desierto Unit III Subdivision Landscape Improvement District as provided in A.R.S. § 48-576.

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

Section 1: City Council orders Landscape Improvements for Belleza del Desierto Unit III Subdivision Landscape Improvement District serving Belleza del Desierto Unit III Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

Section 2: City Council finds the Landscape Improvements for Belleza del Desierto Unit III Subdivision Landscape Improvement District are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of Belleza del Desierto Unit III Subdivision Landscape Improvement District. City Council orders the cost and expense for the Landscape Improvements of Belleza del Desierto Unit III Subdivision Landscape Improvement District be chargeable upon the real and personal property within Belleza del Desierto Unit III Subdivision Landscape Improvement District, as described in Exhibits A attached. City Council declares that Belleza del Desierto Unit III Subdivision Landscape Improvement District is benefited by the Landscape Improvements and the real and personal properties within Belleza del Desierto Unit III Subdivision Landscape Improvement District are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

Section 3: All proceedings concerning the Landscape Improvements for Belleza del Desierto Unit III Subdivision Landscape Improvement District, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

Section 4: Any public street or alley within the boundaries of Belleza del Desierto Unit III Subdivision Landscape Improvement District are omitted from the real and personal property of Belleza del Desierto Unit III Subdivision Landscape Improvement District and shall not be included in the assessment.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of said Improvement District nor any delinquency of persons or property assessed.

Section 6: City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within Belleza del Desierto Unit III Subdivision Landscape Improvement District as provided in A.R.S. § 48- 574, as amended.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

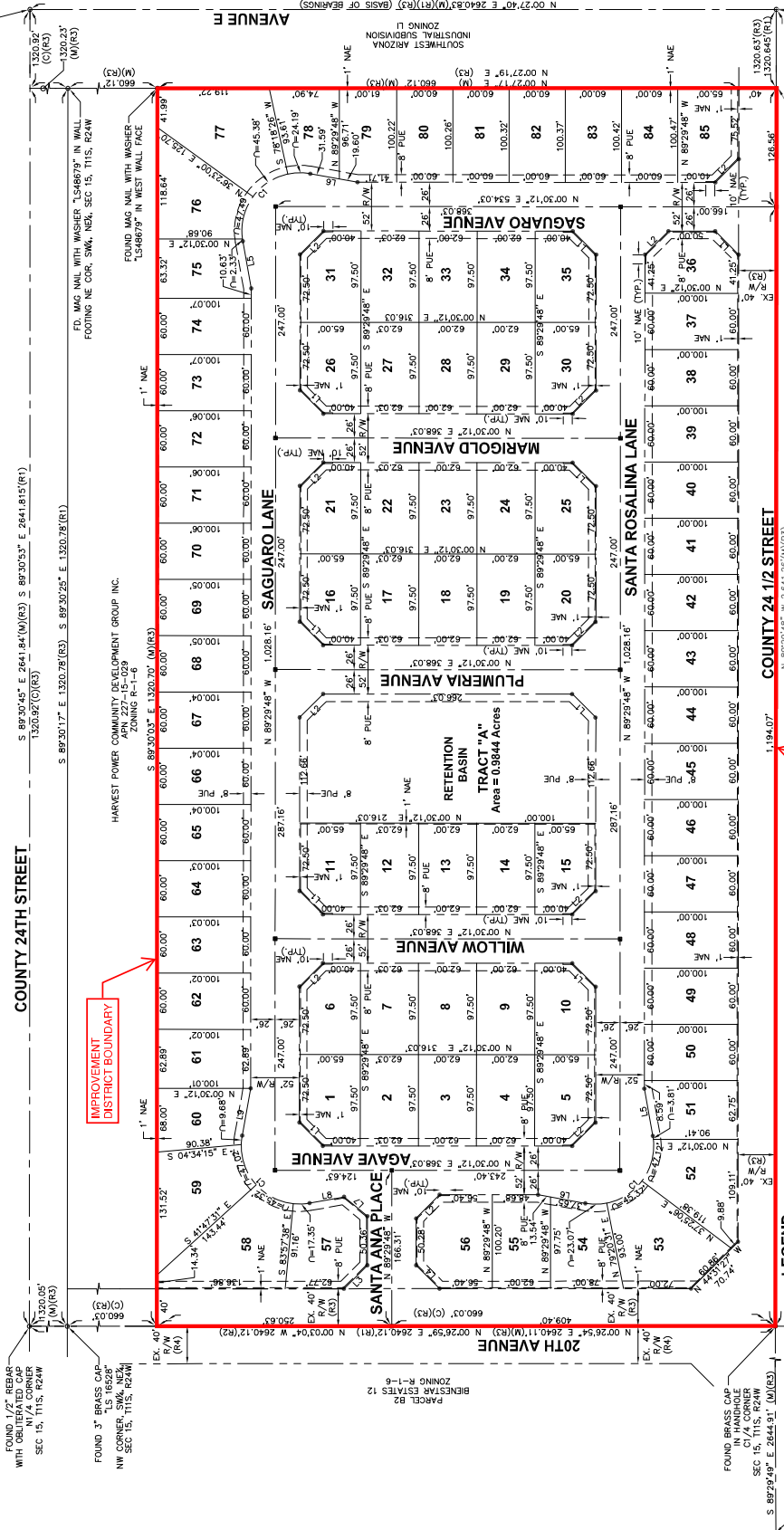
ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

FINAL FLAT BELLEZA DEL DESIERTO UNIT III
A SUBDIVISION OF PARCEL B, FEE #2021-20450, Y.C.R., LOCATED IN THE SOUTH HALF OF THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT
RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
CREATING 85 LOTS



IMPROVEMENT DISTRICT BOUNDARY

LEGEND

- CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- FOUND 1/2" REBAR W/CAP "LS48679" (M) (R3)
- FOUND 3" BRASS CAP PER C.O.Y. STD. NO. 4-030
- MEASURED PER BENCHMARK ESTABLISHMENT - PHASE 1 PAGES 49 & 50, FEE #2020-06882, Y.C.R.
- AS RECORDED IN AMENDED PLAT #12 BOOK 31 OF PLATS
- RECORDED PER BIENESTAR ESTATES 10 AS RECORDED IN BOOK 33 OF PLATS PAGE 6, FEE #2021-20450, Y.C.R.
- RECORDED PER BIENESTAR ESTATES 12 LOT SPLIT AS RECORDED IN PLATS PAGE 7, FEE #2022-20861, Y.C.R.
- CALCULATED DATA
- RIGHT-OF-WAY
- YUMA COUNTY RECORDS
- YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL NUMBER
- APN 777-53-000
- ARC LENGTH

OPEN SPACE CALCULATIONS

OPEN SPACE REQUIRED
OS% = 5% OF PROJECT AREA

PROJECT AREA = 18,201.9 Acres OR 792,857 Sq.Ft.
OS% = (0.05 * 792,857) = 39,643 Sq.Ft.

OS% = 0.217% (REQUIREMENT)
OS% = 0.217% (ACTUAL)

| LOT # | AREA/ACRE | AREA/ACRE | LOT # | AREA/ACRE | LOT # | AREA/ACRE | LOT # | AREA/ACRE |
|-------|-----------|-----------|-------|-----------|-------|-----------|-------|-----------|
| 1 | 0.005 | 0.005 | 21 | 0.005 | 41 | 0.005 | 61 | 0.005 |
| 2 | 0.005 | 0.005 | 22 | 0.005 | 42 | 0.005 | 62 | 0.005 |
| 3 | 0.005 | 0.005 | 23 | 0.005 | 43 | 0.005 | 63 | 0.005 |
| 4 | 0.005 | 0.005 | 24 | 0.005 | 44 | 0.005 | 64 | 0.005 |
| 5 | 0.005 | 0.005 | 25 | 0.005 | 45 | 0.005 | 65 | 0.005 |
| 6 | 0.005 | 0.005 | 26 | 0.005 | 46 | 0.005 | 66 | 0.005 |
| 7 | 0.005 | 0.005 | 27 | 0.005 | 47 | 0.005 | 67 | 0.005 |
| 8 | 0.005 | 0.005 | 28 | 0.005 | 48 | 0.005 | 68 | 0.005 |
| 9 | 0.005 | 0.005 | 29 | 0.005 | 49 | 0.005 | 69 | 0.005 |
| 10 | 0.005 | 0.005 | 30 | 0.005 | 50 | 0.005 | 70 | 0.005 |
| 11 | 0.005 | 0.005 | 31 | 0.005 | 51 | 0.005 | 71 | 0.005 |
| 12 | 0.005 | 0.005 | 32 | 0.005 | 52 | 0.005 | 72 | 0.005 |
| 13 | 0.005 | 0.005 | 33 | 0.005 | 53 | 0.005 | 73 | 0.005 |
| 14 | 0.005 | 0.005 | 34 | 0.005 | 54 | 0.005 | 74 | 0.005 |
| 15 | 0.005 | 0.005 | 35 | 0.005 | 55 | 0.005 | 75 | 0.005 |
| 16 | 0.005 | 0.005 | 36 | 0.005 | 56 | 0.005 | 76 | 0.005 |
| 17 | 0.005 | 0.005 | 37 | 0.005 | 57 | 0.005 | 77 | 0.005 |
| 18 | 0.005 | 0.005 | 38 | 0.005 | 58 | 0.005 | 78 | 0.005 |
| 19 | 0.005 | 0.005 | 39 | 0.005 | 59 | 0.005 | 79 | 0.005 |
| 20 | 0.005 | 0.005 | 40 | 0.005 | 60 | 0.005 | 80 | 0.005 |
| 21 | 0.005 | 0.005 | 41 | 0.005 | 61 | 0.005 | 81 | 0.005 |
| 22 | 0.005 | 0.005 | 42 | 0.005 | 62 | 0.005 | 82 | 0.005 |
| 23 | 0.005 | 0.005 | 43 | 0.005 | 63 | 0.005 | 83 | 0.005 |
| 24 | 0.005 | 0.005 | 44 | 0.005 | 64 | 0.005 | 84 | 0.005 |
| 25 | 0.005 | 0.005 | 45 | 0.005 | 65 | 0.005 | 85 | 0.005 |

OWNER OF RECORD
APN 227-15-030
BORDER, SAM, LLP
YUMA, AZ 85387

CITY OF SAN LUIS ZONING
CURRENT ZONING: MEDIUM DENSITY RESIDENTIAL (R1-6)

FLOOD ZONE
THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRM AREA DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD. FEMA SOURCE 04027215SE DATED 8-29-2008.

BASIS OF BEARINGS
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G&S.R.M., YUMA COUNTY, ARIZONA (THIS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G&S.R.M., YUMA COUNTY, ARIZONA) AS RECORDED IN AMENDED PLAT AT BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06882, Y.C.R. NAMELY: N 092749' E

PREPARED BY
CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85402
Yuma County Assessor's Office
V-928,348,931 F-928,348,932
www.CoreEngineeringGroup.com
Core Project No. 23-2426

SHEET 2 OF 2



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. I.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2344. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Bienestar Estates 12 Phase 2, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The City has received a petition to form a Street Lighting Improvement Bienestar Estates 12 Phase 2 Subdivision. This is the resolution of intention to create Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2344.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: na

CITY/STATE/FEDERAL FUNDS: na

TOTAL: na

BUDGETED AMOUNT: na

AVAILABLE AMOUNT TO TRANSFER: na

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: na

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

na

Attachments

Resolution No. 2344



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2344

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Belleza del Desierto Unit III Subdivision San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District for the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said street lights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **11th** day of **December 2024**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District

MID Name

Bienestar Estates 12 Phase 2 Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 39.21 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets within Belleza del Desierto Unit III Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

- (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;
- (d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);
- (e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the 20th day of November, 2024.

Comite de Bien Estar Inc.
 PO Box 7170
 San Luis, AZ 85349

By: [Signature] _____ APN 227-15-032
 George Guerrero, President Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 20th day of November, 2024 by George Guerrero, Comite de Bien Estar, Inc., an Arizona Domestic Nonprofit Corporation, on behalf of said Corporation.

My Commission Expires

[Signature]
 Notary Public



ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By _____
Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. J.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2345. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2345.

Fiscal Impact

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

Attachments

Resolution No. 2345



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2345

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2344 for Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District; and

WHEREAS, the petition for Street Lighting Improvement District which was used to create Belleza del Desierto Unit III Subdivision Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Bienestar Estates 12 Phase 2 Subdivision Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. K.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2346. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, an Enhanced Municipal Services Improvement District is required for new subdivisions. The city has received a petition to form an Enhanced Municipal Services Improvement District for operating and maintaining certain retention basins serving the area described as Bienestar Estates 12 Phase 2 Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2346.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2346



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2346

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICE IMPROVEMENT DISTRICT OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District for the area described as Bienestar Estates 12 Phase 2 Subdivision, City of San Luis, Arizona, and as further shown on the subdivision plat or plats of record for Bienestar Estates 12 Phase 2 Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as Bienestar Estates 12 Phase 2 Subdivision, City of San Luis, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is here by approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 12 Phase 2 Subdivision Enhanced Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District

MID Name

Bienestar Estates 12 Phase 2 Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of an Enhanced Municipal Service District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 39.21 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of retention basins serving Bienestar Estates 12 Phase 2 Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation, operation, maintenance, repair, and improvements of retention basins serving the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements.

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By: _____
Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. L.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2347. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating an Enhanced Municipal Services Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Bienestar Estates 12 Phase 2 Enhanced Municipal Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2347.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No.2347



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2347

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE OPERATION AND MAINTENANCE OF CERTAIN RETENTION BASINS FOR THE AREA DESCRIBED AS BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2346 for Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of Bienestar Estates 12 Phase 2 Subdivision Municipal Services Improvement District.

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. M.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2348. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Bienestar Estates 12 Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, all developers are responsible for completely landscaping their development projects according to the approved plans. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins and in other locations as provided in city regulations. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability and improve community aesthetics.

The state legislature permits the creation of Municipal Improvement Districts for cities and towns to provide a dedicated funding stream for maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins and parking and parkways. This Improvement District will be utilized for landscape maintenance and improvements serving Bienestar Estates 12 Phase 2 Subdivision. Residents within the Improvement District will pay a special assessment on their property tax bill.

This resolution authorizes the creation of Bienestar Estates 12 Phase 2 Landscape Improvement District to serve Bienestar Estates 12 Phase 2 Subdivision. After approval of this resolution, a second resolution ordering the improvements is needed to finalize the formation of the Improvement District process.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2348.

Fiscal Impact

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

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2348



Resolution

No. 2348

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF MAINTAINING AND REPAIRING CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES SERVING THE AREA DESCRIBED AS BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide operation, maintenance, improvements and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements as mentioned on petition for Bienestar Estates 12 Phase 2 Subdivision;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Bienestar Estates 12 Phase 2 Subdivision will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Bienestar Estates 12 Phase 2 Subdivision to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be Bienestar Estates 12 Phase 2 Subdivision District.

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

Section 1: The petition to form a MID for Bienestar Estates 12 Phase 2 Subdivision purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

Section 2: Bienestar Estates 12 Phase 2 Landscape, serving Bienestar Estates 12 Phase 2 Subdivision to install, operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Bienestar Estates 12 Phase 2, for the purpose mentioned in the attached petition, is hereby created.

Section 3: The expenses of Bienestar Estates 12 Phase 2 Subdivision Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

Section 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a legal description of the boundary for Bienestar Estates 12 Phase 2 Subdivision Landscape and a diagram for Bienestar Estates 12 Phase 2 Subdivision Landscape to Mayor and City Council for consideration to declare an intention to order improvements to Bienestar Estates 12 Phase 2 Subdivision Landscape as provided in A.R.S. § 48-576.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **11th** day of **December 2024**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District

MID Name

Bienestar Estates 12 Phase 2 Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owners respectfully petitions the Mayor and City Council of the City of San Luis, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 39.21 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, recreational amenities, subdivision signs, and hardscape in pedestrian malls, off-street parking facilities, retention and detention basins, parking's and parkways adjacent to designated public roadways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, subdivision signs, and hardscape in parkways and parking's adjacent to designated public roadways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

- (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
- (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
- (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and
- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the 20th day of November, 2024.

Comite de Bien Estar Inc.
 PO Box 7170
 San Luis, AZ 85349

By: [Signature] _____ APN 227-15-032
 George Guerrero, President Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 20th day of November 2024 by George Guerrero, Comite de Bien Estar, Inc., an Arizona Domestic Nonprofit Corporation, on behalf of said Corporation.

My Commission Expires [Signature]
 Notary Public



ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By: _____
Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. N.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2349. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins, parking, parkways and related facilities together with appurtenant structures serving of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District.
(Jose A. Guzman, Director of Development Services)

SUMMARY:

Once a resolution creating a Municipal Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Bienestar Estates 12 Phase 2 Landscape Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2349.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2349



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2349

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ORDERING IMPROVEMENTS FOR THE MUNICIPAL IMPROVEMENT DISTRICT, SERVING BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH THE APPURTENANT STRUCTURES OF BIENESTAR ESTATES 12 PHASE 2 SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2348 declaring the intention to create Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Bienestar Estates 12 Phase 2 Subdivision;

WHEREAS, the petition to form Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District was signed by all of the real property owners within the proposed District and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District and a diagram for Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District has been presented to City Council for consideration in this declaration of intention to order Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District as provided in A.R.S. § 48-576.

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

Section 1: City Council orders Landscape Improvements for Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District serving Bienestar Estates 12 Phase 2 Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48- 574.

Section 2: City Council finds the Landscape Improvements for Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District. City Council orders the cost and expense for the Landscape Improvements of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District be chargeable upon the real and personal property within Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District, as described in Exhibits A attached. City Council declares that Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District is benefited by the Landscape Improvements and the real and personal properties within Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

Section 3: All proceedings concerning the Landscape Improvements for Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

Section 4: Any public street or alley within the boundaries of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District are omitted from the real and personal property of Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District and shall not be included in the assessment.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of said Improvement District nor any delinquency of persons or property assessed.

Section 6: City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within Bienestar Estates 12 Phase 2 Subdivision Landscape Improvement District as provided in A.R.S. § 48- 574, as amended.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 12/11/2024

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the designation of a Vice Mayor. **(City Council)**

SUMMARY:

The Mayor and Council may designate a new Vice Mayor. Vice Mayor Gloria Torres was designated as Vice Mayor on December 13, 2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO DESIGNATE _____.

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):

No Fiscal Impact



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2350. 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, Von Verde Partners LLC, Somerton School District No. 11, and Yuma Union High School District No. 70 for the development of property located between Avenue E and Avenue D and between County 24th Street and County 24 1/2 Street. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

This is a request by Vega & Vega Engineering, PLC, on behalf of Von Verde Partners LLC, Somerton School District No. 11, and Yuma Union High School No. 70 for the development of the north portion of the Preliminary Plat approved for the development known as Orchidea Park. On June 20, 2023, the Planning and Zoning Commission approved Subdivision Case No. 2023-0194P, a preliminary plat for Orchidea Park Subdivision, covering land between Avenue E and Avenue D, and between County 24th Street and County 24 ¾ Street.

At the time, staff recommended a condition requiring a development agreement to establish phasing and the timing of required improvements for the development. The developer's attorney has been collaborating with the city attorney and staff to finalize this agreement. The current proposed agreement applies only to the north portion of the approved preliminary plat, covering land north of County 24 ½ Street. A separate development agreement will be required for the remaining portion in the future.

The developer has since applied for final plats for Orchidea Park Townhomes Phase 1 and Orchidea Park Phase 1 Subdivisions. The Planning and Zoning Commission recommended approval of these final plats with the condition that they not be presented to City Council until a development agreement is approved. This agreement must outline the phasing of the development, including, but not limited to, right-of-way dedication, traffic studies, traffic light contributions, and a schedule of improvements. The final plats, referenced as Parcel 1 and Parcel 2 in the agreement, will be presented to Council upon the approval of the development agreement.

PROPERTY HISTORY AND NONCOMPLIANCE:

This property was annexed into the City in 2011 as part of Annexation Case No. 2010-01. After annexation, several parcels were created through deeds without City approval, resulting in noncompliance with City regulations. The proposed development agreement seeks to address these violations and bring the properties into compliance, either through the subdivision process or via lot splits with deferred improvements.

UNAUTHORIZED LOT SPLITS:

The most recent unauthorized lot split occurred in 2020, creating a 40-acre parcel at the southwest corner of County 24th Street and Avenue D ½ Street. This parcel was donated to Somerton School District for an elementary school. However, the current school site is noncompliant with City regulations, as it is located along an arterial road. Consequently, the school must be relocated.

The land division was performed by deed without notifying the City or adhering to the lot split provisions outlined in the City's Subdivision Regulations. Section 7.1 of these regulations states that any division of land into three or fewer parts may be processed as a lot split, subject to approval by the City Planning Director and Public Works Director.

The property owner has expressed a willingness to bring the split into compliance and relocate the school parcel. However, right-of-way dedications, utility extensions, and off-site improvements are necessary, requiring a subdivision process. The development agreement establishes that the owner will provide the required right-of-way dedications within 90 days of the approval of the Development Agreement. The owner proposes deferring these improvements until a building permit is issued.

Another deed-created parcel, an 80-acre lot located north of County 24 ½ Street between Avenue E and Avenue D ½ Street, was sold to Yuma Union High School District. Both school districts are, therefore, integral to the development agreement.

PREVIOUS UNAUTHORIZED LOT SPLITS:

Other unauthorized lot splits in the area have occurred without City approval. The City's practice has been to collaborate with property owners to bring unauthorized lot splits into compliance, avoiding legal actions when possible. In one case, after notification, the property owner submitted a lot split application and successfully brought the violation into compliance. In another instance, an owner refused to comply, and the City pursued an eminent domain action to acquire necessary right-of-way that would have otherwise been dedicated through the lot split or subdivision process.

DEFERRAL OF IMPROVEMENTS IN PREVIOUS CASES:

The City has historically addressed similar issues by including language on plats or agreements that restricts building permits until necessary improvements, such as utility extensions and off-site improvements, are completed. While this approach has been development-friendly, allowing projects to move forward while deferring improvements, challenges arise when land is sold after approval. New owners are often unaware of or unwilling to meet the required improvements, complicating compliance.

PROPOSED DEVELOPMENT AGREEMENT:

The current proposal includes a development agreement for the entire Orchidea Park development, covering land owned by the Yuma Union High School District and Somerton School District (the Von Verde Development Agreement). This agreement is proposed to outline phased development for the area between County 24th and County 24 1/2 Streets and Avenues D and C. It also seeks to legalize property lines created by previous deeds through phased compliance.

While staff's position remains focused on protecting the City and ensuring consistency, Council may choose to impose additional conditions or amend the terms of the agreement.

STAFF RECOMMENDATION:

To maintain consistency with prior agreements, staff included conditions similar to those imposed on previous developments. Staff recommends approval of Resolution No. 2350.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2350 CONDITIONED UPON APPROVAL OF ALL PARTIES TO THE DEVELOPMENT AGREEMENT.

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 2350 & Dev. Agreement



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2350

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, WITH VON VERDE PARTNERS LLC, SOMERTON SCHOOL DISTRICT NO. 11, AND YUMA UNION HIGH SCHOOL DISTRICT NO. 70 FOR THE DEVELOPMENT OF PROPERTY LOCATED BETWEEN AVENUE E AND D AND BETWEEN COUNTY 24TH STREET AND COUNTY 24 ½ STREET.

WHEREAS, Von Verde Partners, Somerton School District No. 11, and Yuma Union High School District No. 70; Owner, desires to enter into a development agreement for Orchidea Development project to be located in San Luis, Arizona; and

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of December 2024.

APPROVED:

Nieves G. Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit A
To
Resolution No. 2350
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into as of _____, 202__ (“**Effective Date**”), by and between the CITY OF SAN LUIS, an Arizona municipal corporation (hereinafter referred to as “**City**”), VON VERDE PARTNERS L.L.C., an Arizona limited liability company (hereinafter referred to as “**Developer**”), SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona (the “**Somerton School District**”), and YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona (the “**High School District**”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The property that is the subject of this Agreement is approximately 320 acres of vacant real property in the City of San Luis, Yuma County, which is legally described in **Exhibit A** attached hereto (the “**Property**”). The Property consists of the following site areas, as depicted in the Conceptual Parcel Map in **Exhibit B** (each a “**Parcel**” and collectively the “**Parcels**”):

- i. Parcel 1
- ii. Parcel 2
- iii. Parcel A
- iv. Parcel B
- v. Parcel C
- vi. Parcel D
- vii. Parcel E
- viii. Parcel F
- ix. Parcel G
- x. Parcel H
- xi. Parcel I
- xii. Parcel J

B. Developer is the owner of each Parcel that makes up the Property, except as follows: (i) the Somerton School District owns a portion of Parcel B consisting of approximately 8.68 acres, as legally described in **Exhibit C** (the “**Somerton School District Parcel**”); and (ii) the High School District owns all of Parcel D, as legally described in **Exhibit D** (the “**High School District Parcel**”).

C. Developer desires to develop the Property it owns with a master-planned residential community (featuring a variety of residential product types, including single-family and multi-family) alongside supporting commercial development (the “**Project**”). The Somerton School District and High School District desire to develop and operate their respective schools and related school facilities within the Property.

D. The Parties desire to enter into this Agreement to accommodate the orderly development of the Property in multiple phases and to establish certain infrastructure obligations related to the development of each Phase (hereinafter defined) of the Project.

E. The City hereby acknowledges and agrees that significant benefits will accrue to the City from development of the Project by Developer, including, without limitation, development that results in orderly growth in the City, promotes additional economic development, and will increase housing choices and introduce new housing in the City.

F. The Parties hereto acknowledge that this Agreement constitutes a “**Development Agreement**” within the meaning of Arizona Revised Statutes (“A.R.S.”) § 9-500.05, and that, in accordance therewith, it shall be recorded against the interest of City and Developer in the Property, in the Office of the Yuma County Recorder to give notice to all persons of its existence.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the Parties agree as set forth below:

AGREEMENT

ARTICLE I DEFINITIONS

In addition to any words or terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 “Agreement” means this Development Agreement, together with all Exhibits referred to herein, all as may be amended from time to time in accordance with the terms and conditions hereof.

1.2 “Approvals” is defined in Section 4.4.

1.3 “Conceptual Parcel Map” is defined in Recital A and attached hereto as Exhibit B.

1.4 “Conceptual Roadway Master Plan” is attached hereto as Exhibit G.

1.5 “Conceptual Sewer Master Plan” is attached hereto as Exhibit E.

1.6 “Conceptual Water Master Plan” is attached hereto as Exhibit F.

1.7 “Default” is defined in Section 12.1.

1.8 “Developer” means Von Verde Partners L.L.C., an Arizona limited liability company.

1.9 “Final Plat” is defined in Section 5.2.

1.10 “High School District” means YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona

- 1.11 **“High School District Parcel”** is defined in Recital B.
- 1.12 **“Initial Lot Split”** is defined in Section 5.6.
- 1.13 **“Master Infrastructure Plans”** is defined in Section 5.3.
- 1.14 **“Master Preliminary Plat”** is defined in Section 5.1.
- 1.15 **“Master Roadway Infrastructure Plan”** is defined in Section 5.3.3.
- 1.16 **“Master Wastewater Infrastructure Plans”** is defined in Section 5.3.1.
- 1.17 **“Master Water Infrastructure Plan”** is defined in Section 5.3.2.
- 1.18 **“Offsite Infrastructure Improvements”** is defined in Section 5.3.4.
- 1.19 **“Offsites Phasing Plan”** is defined in Section 4.2.
- 1.20 **“Parcel”** is defined in Recital A.
- 1.21 **“Parcel 1”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.22 **“Parcel 1 Offsite Infrastructure Improvements”** is defined in Section 6.2.
- 1.23 **“Parcel 1 Roadway Improvements”** is defined in Section 6.2.3.
- 1.24 **“Parcel 1 Sewer Main Extension”** is defined in Section 6.2.1.
- 1.25 **“Parcel 1 Water Main Extension”** is defined in Section 6.2.2.
- 1.26 **“Parcel 2”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.27 **“Parcel 2 Offsite Infrastructure Improvements”** is defined in Section 6.3.
- 1.28 **“Parcel 2 Roadway Improvements”** is defined in Section 6.3.3.
- 1.29 **“Parcel 2 Sewer Main Extension”** is defined in Section 6.3.1.
- 1.30 **“Parcel 2 Water Main Extension”** is defined in Section 6.3.2.
- 1.31 **“Parcel A”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.32 **“Parcel B”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.33 **“Parcel C”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.34 **“Parcel D”** is identified in the Conceptual Parcel Map in Exhibit B.
- 1.35 **“Parcel E”** is identified in the Conceptual Parcel Map in Exhibit B.

- 1.36 “Parcel E Offsite Infrastructure Improvements” is defined in Section 6.4.
- 1.37 “Parcel E Roadway Improvements” is defined in Section 6.4.3.
- 1.38 “Parcel E Sewer Main Extension” is defined in Section 6.4.1.
- 1.39 “Parcel E Water Main Extension” is defined in Section 6.4.2.
- 1.40 “Parcel F” is identified in the Conceptual Parcel Map in Exhibit B.
- 1.41 “Parcel G” is identified in the Conceptual Parcel Map in Exhibit B.
- 1.42 “Parcel H” is identified in the Conceptual Parcel Map in Exhibit B.
- 1.43 “Parcel I” is identified in the Conceptual Parcel Map in Exhibit B.
- 1.44 “Parcel J” is identified in the Conceptual Parcel Map in Exhibit B.
- 1.45 “Parcel Owner” is defined in Section 4.3.
- 1.46 “Phase” is defined in Section 4.2.
- 1.47 “Project” is defined in Recital C.
- 1.48 “Property” is defined in Recital A and attached hereto as Exhibit A.
- 1.49 “Replat” is defined in Section 5.2.
- 1.50 “Rezone Application” is defined in Section 3.1.
- 1.51 “Somerton School District” means SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona.
- 1.52 “School Exchange Agreement” is defined in Section 11.2.
- 1.53 “Somerton School District Parcel” is defined in Recital B.
- 1.54 “Termination Date” is defined in Section 2.1.
- 1.55 “Trunk Wastewater Infrastructure Improvements” is defined in Section 7.1.
- 1.56 “Trunk Water Infrastructure Improvements” is defined in Section 8.1.

ARTICLE II THE AGREEMENT

2.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date and shall terminate on the date which is fifteen (15) years after the Effective Date (the “Termination Date”). No notice of such termination is or shall be required.

ARTICLE III ZONING

3.1 Existing Zoning; Zoning Amendments. The Property is currently zoned R1-6 (Single Residence Zoning District – Medium Density), R-2 (Multiple Residence Zoning District – Medium-High Density Residential), R-3 (Multiple Residence Zoning District – High Density Residential) and C-2 (Community Commercial). Developer and any Parcel Owner, at any time, may submit a request to the City to rezone any portion of the Property to accommodate the development of the Property by Developer or a Parcel Owner (each, a “**Rezone Application**”). If a Rezone Application is submitted, the Developer or Parcel Owner who submitted the Rezone Application will prepare and provide to the City all necessary application materials needed for the City to process the Rezone Application and place the Rezone Application on a City Council agenda for decision, and the City shall use good faith efforts to place such Rezone Application on a City Council agenda. Any decision regarding such application shall be subject to the sole discretion of the City Council.

ARTICLE IV PROJECT / DEVELOPMENT OF THE PROPERTY

4.1 Project Regulation of Development. The Property shall be developed in accordance with this Agreement and all applicable regulations and development requirements of the City, including provision of adequate financial assurances, in effect at the time of development for each Phase, except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City). In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted. Permitted uses on the Property shall be in accordance with the underlying zoning for the Property, subject to any subsequent rezoning or modified entitlements approved by the City for the Property. Notwithstanding the foregoing, nothing in this Agreement shall in any way affect the applicability or inapplicability of zoning regulations to public school uses under State law. Developer and Parties agree that public and charter schools are subject to building regulations. With respect to the Offsite Infrastructure Improvements only, this Agreement governs and controls over conflicting ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

4.2 Phasing. The Property shall be developed in multiple phases. Each Parcel identified on the Conceptual Parcel Map in **Exhibit B** constitutes a development “**Phase.**” To accommodate the orderly construction of public infrastructure improvements (including wastewater, water, and roadway infrastructure improvements as set forth in this Agreement) needed to serve the entire Property upon full buildout, the Property shall be developed in the following sequence:

- | | |
|----|---|
| 1. | Parcel 1 shall be developed prior to any other Phase. |
|----|---|

| | | |
|----|---|--|
| 2. | Following the construction completion of the Parcel 1 Offsite Infrastructure Improvements, the following Phases may be developed: | Parcel 2 |
| 3. | Following the construction of the Parcel 2 Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below: | Parcel A Parcel B Parcel C Parcel E Parcel F |
| 4. | Following the construction completion of the Parcel E Offsite Infrastructure Improvements, the following Phases may be developed (in any order), except as provided in Section 4.2.1 below: | Parcel D Parcel G Parcel H Parcel I Parcel J |

In the event that Parcels are developed other than in accordance with the sequence set forth herein and Section 4.2.1 below, the City shall have the right to require such water, wastewater, roadway, or such other infrastructure improvement that it deems appropriate (in accordance with all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future) as a condition for any City approval for development of said Parcel. This may be a condition for approval of rezoning, conditional use permit, variance, lot split, subdivision plat, or building permit.

4.2.1 To ensure wastewater and water infrastructure is installed on adjacent Parcels as needed to facilitate a Parcel’s wastewater/water branch line connections to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements within 24th Avenue, the following additional phasing requirements are imposed on the development of the Property:

(a) Parcel A: Parcel A shall not be developed until water line and wastewater improvements on Parcel B (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(b) Parcel I: Parcel I shall not be developed until the water line and wastewater improvements on Parcel F and Parcel G (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

(c) Parcel J: Parcel J shall not be developed until the water line and wastewater improvements on Parcel G and Parcel H (as approved by the City) are constructed and connected to the Trunk Wastewater Infrastructure Improvements and Trunk Water Infrastructure Improvements.

4.2.2 Alongside the Master Preliminary Plat application (see Article V), Developer shall submit to the City, for the City’s approval, a plan for sequential phasing of the Offsite Infrastructure Improvements (the “**Offsites Phasing Plan**”).

4.3 Conveyance of Phases; Other Parcel Owners. The Parties recognize and agree that Developer may convey a Parcel to one or more subsequent property owners to develop such Parcel. Developer shall disclose this Agreement to any subsequent property owner. Any record owner of all or any portion of a Parcel shall be deemed a “**Parcel Owner**” under this Agreement and shall assume all rights and obligations under this Agreement as a Parcel Owner with respect to such Parcel acquired (for avoidance of doubt, a “Parcel Owner” includes Developer, the Somerton School District and the High School District with respect to such Parcel owned by such Party). Nothing in this Agreement shall prevent Developer, Somerton School District, or High School District from conveying one or more Parcels it owns to other subsequent owners. And neither Developer, Somerton School District, nor High School District shall be required to obtain the City’s prior approval for the conveyance of a Parcel. Developer, High School District, Somerton School District, and Parcel Owners shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future, except as to the Offsite Infrastructure Improvements as set forth in this Agreement (and the Master Infrastructure Plan upon approval by the City). City may refuse to allow development on any Parcel if required improvements are not made in substance, manner or timing as set forth in this Development Agreement and other applicable ordinance, rules, regulations, standards, procedures and administrative policies of the City.

4.4 Processing of Development Plans. The City and Developer will cooperate in the processing of any permits, site plans, subdivision plats, or other development approvals (collectively, the “**Approvals**”) required of or requested by Developer in connection with the development of each Phase of the Project.

ARTICLE V PLATTING & MASTER SITE PLANNING

5.1 Master Subdivision Plat. Developer shall submit a preliminary subdivision plat application to the City identifying parcel/lot boundaries for each Parcel, consistent with the Conceptual Parcel Map (the “**Master Preliminary Plat**”). The Parties recognize and agree that the Master Preliminary Plat will require preliminary plat approval by the City’s Planning Commission. The Master Infrastructure Plans (defined in Section 5.3 below) shall be submitted by Developer with the Master Preliminary Plat for the City’s review and approval.

5.2 Final Plat; Amendments/Replats. Following the City’s approval of the Master Preliminary Plat, the parcel/lot boundaries for the Property shall be established via one or more final plats (each a “**Final Plat**”). Each Final Plat may include one or more Parcels or a portion of a Parcel, as identified in the Conceptual Parcel Map and Master Preliminary Plat. Each Final Plat shall be subject to approval by the City Council and this Development Agreement shall in no way be interpreted to guarantee Final Plat approval if the Final Plat submission does not meet the City’s policies and requirements for Final Plat approval. While the Conceptual Parcel Map and Master Preliminary Plat identify the intended configuration of each Parcel to accommodate the development of the Property, Developer and any Parcel Owner may modify the configuration of each Parcel or divide a Parcel into new parcels, lots, and/or tracts, through a new subdivision process which would include approval of a preliminary plat and final plat, or subsequent replat

(each a “**Replat**”); provided, however, the Parties acknowledge and agree that the Conceptual Parcel Map in this Agreement shall govern the identification of Parcels for purposes of this Agreement (by way of example, if a Final Plat is approved that splits Parcel G into two parcels, both parcels shall be considered Parcel G for purposes of this Agreement as shown in the Conceptual Parcel Map). Any plat or Replat shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future.

5.3 Master Plans. Developer shall prepare and submit to the City, for City’s approval, certain master infrastructure plans alongside the Master Preliminary Plat application in accordance with this Section 5.3 (each a “**Master Infrastructure Plan**, and together, the “**Master Infrastructure Plans**”). All Master Plans submitted by Developer pursuant to the Article must be supported by an engineer’s design report.

5.3.1 Master Wastewater Infrastructure Plan. Developer shall prepare and submit to the City, for City’s approval, a master wastewater infrastructure plan identifying the trunk wastewater infrastructure improvements that will be needed to provide wastewater service for each Phase of the Project, which, upon approval by the City, shall constitute the “**Master Wastewater Infrastructure Plan**” under this Agreement. The Master Wastewater Infrastructure Plan shall be consistent with the Conceptual Sewer Master Plan in Exhibit E.

5.3.2 Master Water Infrastructure Plan. Developer shall prepare and submit to the City, for City’s approval, a master water infrastructure plan identifying the trunk water infrastructure improvements that will be needed to provide water (both potable and non-potable) service for each Phase of the Project, which, upon approval by the City, shall constitute the “**Master Water Infrastructure Plan**” under this Agreement. The Master Water Infrastructure Plan shall be consistent with the Conceptual Water Master Plan in Exhibit F.

5.3.3 Master Roadway Infrastructure Plan. Developer shall prepare and submit to the City, for City’s approval, a master roadway infrastructure plan identifying the roadway infrastructure improvements that will serve each Phase of the Project, which, upon approval by the City, shall constitute the “**Master Roadway Infrastructure Plan**” under this Agreement. The Master Roadway Infrastructure Plan must identify the provision of secondary access to each Parcel and identify how and when such access will be developed. City may refuse development on any Parcel that does not have both primary and secondary access. The Master Roadway Infrastructure Plan must not allow for “scalped streets”. The Master Roadway Infrastructure Plan shall be consistent with the Conceptual Roadway Master Plan in Exhibit G, provided that Exhibit G does not allow for “scalped streets”.

5.3.4 The wastewater infrastructure, water infrastructure, and roadway infrastructure improvements identified in the approved Master Infrastructure Plans shall constitute the “**Offsite Infrastructure Improvements**” for purposes of this Agreement. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and

water lines and streets within each Parcel). In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with Arizona law, the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing, or as may be amended or adopted in the future. In the City's discretion, all water and wastewater infrastructure shall be designed and built in a contiguous and operationally practical fashion. The water system shall be looped to reduce dead ends. These requirements shall apply to all Master Infrastructure Plans.

5.4 Right-of-Way Dedications. The Master Preliminary Plat shall identify the existing half-street right-of-way dedications and any additional right-of-way dedications to be made (and associated roadway improvements to be constructed) as part of the development of the Project for the following roadways within or adjacent to the Property: (i) Avenue D, (ii) 24th Avenue, (iii) County 24th Street, (iv) Avenue E, and (v) County 24 ½ Street. Any future development of the Property must not allow for "scaloped streets".

5.4.1 Existing Right-of-Way Dedications. The Parties recognize and agree that certain half-street right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street have already been made, as shown on the Conceptual Roadway Master Plan in Exhibit G. The City will require additional right-of-way dedications for certain Parcels as set forth in Article IX of this Agreement.

5.4.2 New Right-of-Way Dedications. The Parties recognize and agree that the new/additional right-of-way dedications for public roads shall be identified in the Master Preliminary Plat and shall be in accordance with Article VIV of this Agreement. For any new right-of-way dedications for County 24th Street, Avenue E, 24th Avenue, Avenue D and County 24 ½ Street that have not yet been dedicated to the City per Article IX herein, such dedications shall be made to the City within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City.

5.5 Phasing of Improvements; Assurances. To accommodate the phased development of the Property, the construction of the subdivision improvements for the Property (including, but not limited to, the Offsite Infrastructure Improvements) will be constructed in phases, subject to the City's approval of the Offsites Phasing Plan. The Offsite Infrastructure Improvements identified in the approved Master Infrastructure Plans constitute the master (trunk) offsite improvements required to provide the development opportunity for the Property; however, such improvements are not reflective of all infrastructure improvements required for the development of each Parcel (including, but not limited to, future branch sewer and water lines and streets within each Parcel). For other offsite improvements not specifically set forth in this Agreement, the City reserves the right to require additional offsite improvements and/or dedications as required for the development of each Parcel in accordance with the City's ordinances, rules, regulations, standards, procedures, and administrative policies of the City, including provision for adequate financial assurances, now existing, or as may be amended or adopted in the future. Such additional offsite infrastructure improvements, right-of-way

dedications, or easement dedications shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, as a condition for a variance, or as part of the approval of any Final Plat. Except for the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), any development of the Property or any Parcel shall be subject to all ordinances, rules, regulations, standards, procedures, and administrative policies of the City now existing or as may be amended or adopted in the future as existing at the time of development. In developing the Offsite Infrastructure Improvements adequate financial assurances shall be posted.

5.6 Initial Lot Split for Parcel A, Parcel B, and Parcel C. Prior to any Final Plat for a Parcel, Developer intends to submit a lot split application to the City to establish the parcel boundaries for Parcel A, Parcel B, and Parcel C (the “**Initial Lot Split**”). Alongside the submittal of the Initial Lot Split, Developer will apply to the City Council to approve a memorandum of understanding (“**MOU**”), which, if approved by the City Council, would allow for the Initial Lot Split to be processed and approved administratively by City staff without requiring a subdivision plat approved by the City Council. Infrastructure improvements and right-of-way dedications for Parcel A, Parcel B and Parcel C shall be made in accordance with this Agreement.

5.7 Final Plat for Parcels D & E. Developer (as the current Parcel Owner of Parcel E) and High School District (as the current Parcel Owner of Parcel D) acknowledge and agree that the Final Plat for Parcel E shall include Parcel D (the “**Parcel D&E Final Plat**”), so as to create legally established lot lines for Parcel D (the existing lot lines for Parcel D were created without approval of a lot split application by the City). High School District and Developer agree that City may require the construction of infrastructure improvements. The High School District shall cooperate with Developer in obtaining the City’s approval of the Parcel D&E Final Plat. In so doing, the City may require complete compliance with the subdivision regulations of City. If the High School District is not ready to develop its Parcel D at the time Developer begins to prepare the Parcel D&E Final Plat for submission to the City, Developer and High School District may choose to identify Parcel D as a “future phase” on the Parcel D&E Final Plat. If Parcel D is identified as a “future phase”, the City shall not require subdivision improvement plans for Parcel D in order to obtain the City’s approval of the Parcel D&E Final Plat, provided the following conditions are met: (i) Parcel Owner of Parcel D has dedicated to the City the right-of-way dedications required by this Agreement, including the 40-foot half-street right-of-way dedications for the segment of 24th Avenue adjacent to Parcel D (so as to complete the 80-foot full-street dedication, it being understood that the 40-foot half-street right-of-way for 24th Avenue along Parcel E has already been dedicated) and for the segment of County 24 ½ Street adjacent to Parcel D (as set forth in Section 9.1.6 of this Agreement so as to complete the 80-foot full street), and (ii) at the time of development of Parcel D, the subdivision improvement plans for Parcel D shall be prepared by the Parcel Owner of Parcel D and shall be subject to approval by the City and the City’s approval of such subdivision improvement plans shall be a condition to the City’s issuance of any permits for the development of Parcel D.

5.8 No School Zones or School Crossings Along Avenue E. The Parties acknowledge and agree that development of any portion of the Property for any school, public or private, including charter schools, shall occur in such a manner that no school zones or school crossings will result along Avenue E.

5.9 Special Taxing Districts. Developer, Somerton School District and High School District will agree to the formation of a street lighting improvement district to pay for the costs to operate and maintain required streetlights required as a result of the development of the Property and any enhanced municipal district needed to provide required municipal services to the Property.

ARTICLE VI MASTER OFFSITE INFRASTRUCTURE PHASING

6.1 Offsite Infrastructure Phasing. In recognition of the Project phasing, the City agrees that the Offsite Infrastructure Improvements may be constructed by Developer in phases, subject to approval by City of the Offsites Phasing Plan. In addition to the Offsite Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City reserves the right to require additional offsite improvements and dedications in accordance with Arizona law, its ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and any rezoning, plat, lot split, variance, conditional use permit, or building permit may be so conditioned. Except for the right-of-way dedications for the public roadways as set forth in Article IX (which shall be dedicated within 90 days from the Effective Date of this Agreement), required infrastructure improvements shall be made at the time of the development of a Parcel and right-of-way dedications or easement dedications for a Parcel shall be made either at the time of rezoning, as a condition for the issuance of any building permit, or as part of the approval of any Final Plat, variance, or conditional use permit.

6.2 Parcel 1 Offsite Improvements. The Parcel Owner of Parcel 1 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following Offsite Infrastructure Improvements (collectively, the “**Parcel 1 Offsite Infrastructure Improvements**”):

6.2.1 Parcel 1 Sewer Main Extension. The Parcel Owner of Parcel 1 shall construct the 15-inch sewer main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Sewer Master Plan in Exhibit E (the “**Parcel 1 Sewer Main Extension**”).

6.2.2 Parcel 1 Water Main Extension. The Parcel Owner of Parcel 1 shall construct the 10-inch water main extension within 24th Avenue from County 24th Street to the southern end of Parcel 1, as shown in the Conceptual Water Master Plan in Exhibit F (the “**Parcel 1 Water Main Extension**”). The Parcel Owner of Parcel 1 may, in the City’s discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.2.3 Parcel 1 Roadway Improvements. The Parcel Owner of Parcel 1 shall construct the half-street roadway and utility improvements for the portions of County 24th Street and 24th Avenue adjacent to Parcel 1, as identified in the Conceptual Roadway Master Plan in Exhibit G (the “**Parcel 1 Roadway Improvements**”).

6.2.4 Dedication. Upon completion, the Parcel 1 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

6.3 Parcel 2 Offsite Improvements. The Parcel Owner of Parcel 2 shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the “**Parcel 2 Offsite Infrastructure Improvements**”):

6.3.1 Parcel 2 Sewer Main Extension. The Parcel Owner of Parcel 2 shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 1 Sewer Main Extension to the southern end of Parcel 2, as shown in the Conceptual Sewer Master Plan in Exhibit E (the “**Parcel 2 Sewer Main Extension**”).

6.3.2 Parcel 2 Water Main Extension. The Parcel Owner of Parcel 2 shall construct the 10-inch water main extension within 24th Avenue from the Parcel 1 Water Main Extension to the southern end of Parcel 2, as shown in the Conceptual Water Master Plan in Exhibit F (the “**Parcel 2 Water Main Extension**”). The Parcel Owner of Parcel 2 may, in the City’s discretion, be required to construct such improvements to establish and maintain a looped system which may require a main extension within 25th Avenue.

6.3.3 Parcel 2 Roadway Improvements. The Parcel Owner of Parcel 2 shall construct the half-street roadway improvements for the portion of 24th Avenue adjacent to Parcel 2, as identified in the Conceptual Roadway Master Plan in Exhibit G (the “**Parcel 2 Roadway Improvements**”).

6.3.4 Dedication. Upon completion, the Parcel 2 Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.3.5 Half-Streets Along Parcels A and B. The City, at its sole discretion, may require the Parcel Owner of Parcel 1 and/or 2 to construct the half-street roadway and utility improvements not yet constructed along Parcel A and Parcel B (per Sections 9.1.4 and 9.1.5 of this Agreement). If the City chooses to require Parcel 2 to construct such half-street roadway or utility improvements along Parcel A and/or Parcel B, then such improvements shall be part of the required Parcel 2 Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of either Parcel 1 or Parcel 2 constructs such half-street right-of-way or utility improvements along Parcel A and/or Parcel B, then such Parcel Owner of Parcel 1 or Parcel 2 shall be entitled to, and the Parcel Owner(s) of Parcel A and B shall be required to provide, reimbursement from (i) the Owner of Parcel A an amount equal to one hundred percent (100%) of the total costs of the half-street roadway work adjacent to Parcel A, and (ii) from the Owner of Parcel B an amount equal to one hundred percent (100%) of the total costs of the half-street roadway or utility work adjacent to Parcel B. Reimbursement by the Parcel Owner(s) of Parcel A and B pursuant to this Section shall be provided to the Parcel Owner of Parcel 1 or Parcel 2, as

applicable, by the earlier of (i) the date the Parcel Owner(s) of Parcel A and Parcel B commence development of its respective Parcel, or (ii) the Termination Date. The Parties acknowledge and agree that, during the term of this Agreement, the City shall withhold issuance of a building permit for Parcel A and Parcel B until such reimbursement is provided. The reimbursement obligations in this Section shall expressly survive the termination of this Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel A, Parcel B, Parcel 1 and Parcel 2 and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.4 Parcel E Offsite Improvements. The Parcel Owner of Parcel E shall, at its sole cost and expense (subject to reimbursement in accordance with Section 10.1 of this Agreement), construct the following offsite infrastructure improvements (the “**Parcel E Offsite Infrastructure Improvements**”):

6.4.1 Parcel E Sewer Main Extension. The Parcel Owner of Parcel E shall construct the 15-inch sewer main extension within 24th Avenue from the Parcel 2 Sewer Main Extension to the southern end of Parcel E, as shown in the Conceptual Sewer Master Plan in Exhibit E (the “**Parcel E Sewer Main Extension**”).

6.4.2 Parcel E Water Main Extension. The Parcel Owner of Parcel E shall construct the 10-inch water main extension within 24th Avenue from the Parcel 2 Water Main Extension to the southern end of Parcel E, as shown in the Conceptual Water Master Plan in Exhibit F (the “**Parcel E Water Main Extension**”). The Parcel Owner of Parcel E may, in the City’s discretion, be required to construct such improvements to establish and maintain a looped system, which may include a 10-inch water main along County 24 ½ Street to Avenue E.

6.4.3 Parcel E Roadway Improvements. The Parcel Owner of Parcel E shall construct the half-street roadway improvements for the portions of 24th Avenue and County 24 ½ Street adjacent to Parcel E, as identified in the Conceptual Roadway Master Plan in Exhibit G (the “**Parcel E Roadway Improvements**”) and as additionally set forth in Section 6.4.5 below.

6.4.4 Dedication. Upon completion, the Parcel E Offsite Infrastructure Improvements shall be dedicated to the City for ownership, operation, and maintenance in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

6.4.5 Half-Streets Along Parcel D. If, at the time of development of Parcel E, the half-street roadway improvements along Parcel D are not yet constructed (per Section 9.1.6 of this Agreement), the City, at its sole discretion, may require the Parcel Owner of Parcel E to construct such half-street roadway, water and wastewater utility improvements along Parcel D (within the right-of-way dedicated by the Parcel D&E Final Plat). If the City chooses to require Parcel E to construct the half-street roadway and utility improvements along Parcel D, then such

improvements shall be part of the required Parcel E Offsite Infrastructure Improvements for purposes of this Agreement. Further, if the Parcel Owner of Parcel E constructs such half-street right-of-way and utility improvements along Parcel D, then the Parcel Owner of Parcel E shall be entitled to, and the Parcel Owner of Parcel D shall be required to provide, reimbursement from the Parcel Owner of Parcel D an amount equal to one hundred percent (100%) of the total costs of such work. Reimbursement by the Parcel Owner of Parcel D pursuant to this Section shall be provided to the Parcel Owner of Parcel E by the earlier of (i) the date the Parcel Owner of Parcel D commences development of Parcel D, or (ii) the Termination Date. The Parties acknowledge and agree that the City shall withhold issuance of a building permit for Parcel D until such reimbursement is provided. The reimbursement obligation in this Section shall expressly survive the termination of this Development Agreement and shall be a covenant and restriction that runs with, burdens and benefits Parcel D and Parcel E and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners; provided, however, following the termination of this Agreement, the City shall have no obligation whatsoever to enforce the reimbursement obligations in this Section (including, but not limited to, by withholding issuance of a building permit), it being understood by the Parties that, following termination of this Agreement, the reimbursement obligations in this Section shall be a private restriction enforceable by the Parcel Owners (not the City).

6.5 Construction by Other Parcel Owners. Any Parcel Owner shall have the right to construct the Parcel 1 Offsite Infrastructure Improvements, Parcel 2 Offsite Infrastructure Improvements and/or the Parcel E Offsite Infrastructure Improvements by providing written notice to the Parties, provided the Parcel Owner responsible for constructing such offsite improvements has not commenced construction of the offsite improvements.

ARTICLE VII WASTEWATER INFRASTRUCTURE

7.1 Trunk Improvements. The Parcel 1 Sewer Main Extension, Parcel 2 Sewer Main Extension, and Parcel E Sewer Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the “**Trunk Wastewater Infrastructure Improvements**”) and will serve the other Parcels. In addition to the Trunk Wastewater Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional wastewater infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City’s ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit.

With respect to all wastewater infrastructure required by this Article, all wastewater collection systems shall have stub outs adequately sized to serve other parcels within the service area.

7.2 Other Wastewater Improvements. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own wastewater improvements (i.e., branch lines) to the Trunk Wastewater Infrastructure Improvements. Such

improvements will conform to all City requirements and any approved Master Wastewater Infrastructure Plan.

7.3 Dedication. Upon completion, the wastewater infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City. City maintenance will only be in the public right of way.

7.4 City Services. Subject to the construction and dedication of the wastewater infrastructure improvements as may be required for each Parcel as set forth in this Agreement, the City agrees to provide wastewater service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel.

ARTICLE VIII WATER INFRASTRUCTURE

8.1 Trunk Improvements. The Parcel 1 Water Main Extension, Parcel 2 Water Main Extension, and Parcel E Water Main Extension constitute the trunk wastewater infrastructure improvements for the Project (the “**Trunk Water Infrastructure Improvements**”) and will serve the other Parcels. In addition to the Trunk Water Infrastructure Improvements (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans upon approval by the City), the City expressly has the right to require additional water infrastructure improvements for the development of any Parcel in accordance with Arizona law and the City’s ordinances, rules, regulations, standards, procedures, and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. Water line improvements will be constructed such as to provide looped systems and avoid dead end lines as much as possible.

8.2 Other Water Improvements. Each Parcel Owner of a Parcel within the Property (other than Parcel 1, Parcel 2, and Parcel E) will construct its own water line improvements (i.e., branch lines) to the Trunk Waster Infrastructure Improvements. Such improvements will conform to all City requirements and any approved Master Waster Infrastructure Plan, and shall result in a looped system.

8.3 Dedication. Upon completion, the water infrastructure improvements installed with each Parcel will be dedicated to the City for ownership, operation, and maintenance, in accordance with the ordinances, rules, regulations, standards, procedures, and administrative policies of the City.

8.4 City Services. Subject to the construction and dedication of the water infrastructure improvements required for each Parcel as set forth in this Agreement, the City agrees to provide water service to each Parcel, subject to the ordinances, resolutions, rules, regulations, standards, procedures, and administrative policies of the City, as may exist at the time of development of said Parcel. City maintenance will only be in the public right of way.

ARTICLE IX

ROADWAY INFRASTRUCTURE

9.1 Right-of-Way Dedications; Roadway Improvements. The following right-of-way dedications and roadway improvements for section line and mid-section line streets shall be required to be dedicated and constructed alongside each Parcel. In addition to the right-of-way dedications and roadway improvements for section line and mid-section line streets (the size, location and extent of which are established by this Agreement and the Master Infrastructure Plans), the City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.1 Parcel 1. The Parcel Owner of Parcel 1 shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel 1 (and to Avenue E if requested by the City per Section 6.3.5) and the 40-foot half-street segment of 24th Avenue adjacent to Parcel 1 (defined earlier in this Agreement as the Parcel 1 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G.**

9.1.2 Parcel 2. The Parcel Owner of Parcel 2 shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue adjacent to Parcel 2 (defined earlier in this Agreement as the Parcel 2 Roadway Improvements), as identified in the Conceptual Roadway Master Plan in **Exhibit G.**

9.1.3 Parcel E. The Parcel Owner of Parcel E shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel E (defined earlier in this Agreement as the Parcel E Roadway Improvements above), as identified in the Conceptual Roadway Master Plan in **Exhibit G.**

9.1.4 Parcel A. The Parcel Owner of Parcel A shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 75-foot half-street segment of Avenue E adjacent to Parcel A, as identified in the Conceptual Roadway Master Plan in **Exhibit G.**

9.1.5 Parcel B. The Parcel Owner of Parcel B shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of 24th Avenue adjacent to Parcel B, as identified in the Conceptual Roadway Master Plan in **Exhibit G.**

9.1.6 Parcel D. The Parcel Owner of Parcel D shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of 24th Avenue and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in **Exhibit G** and 75-foot half street segment of Avenue E adjacent to Parcel D, as identified in the Conceptual Roadway Master Plan in Exhibit G

9.1.7 Parcel F. The Parcel Owner of Parcel F shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street adjacent to Parcel F, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.8 Parcel H. The Parcel Owner of Parcel H shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of County 24 ½ Street adjacent to Parcel H, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.9 Parcel I. The Parcel Owner of Parcel I shall be required to dedicate (to the extent not already dedicated) and construct the 55-foot half-street segment of County 24th Street and 40-foot half-street segment of Avenue D adjacent to Parcel I, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.10 Parcel J. The Parcel Owner of Parcel J shall be required to dedicate (to the extent not already dedicated) and construct the 40-foot half-street segment of Avenue D and 40-foot half-street segment of County 24 ½ Street adjacent to Parcel J, as identified in the Conceptual Roadway Master Plan in **Exhibit G**.

9.1.11 Additional Right-of-Way at Roadway Intersections. The Parties recognize and agree that additional right-of-way shall be dedicated at the following roadway intersections to provide for adequate site visibility triangles in accordance with the City's standards for site visibility triangles at roadway intersections: (i) southeast corner of intersection of Avenue E and County 24th Street (to be dedicated by Parcel A); (ii) southwest corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel B); (iii) southeast corner of intersection of 24th Avenue and County 24th Street (to be dedicated by Parcel 1); (iv) southwest corner of intersection of Avenue D and County 24th Street (to be dedicated by Parcel I); (v) northwest corner of intersection of Avenue D and County 24 ½ Street (to be dedicated by Parcel J); (vi) northeast corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel E); (vii) northwest corner of intersection of 24th Avenue and County 24 ½ Street (to be dedicated by Parcel D); (viii) northeast corner of intersection of Avenue E and County 24 1/2th Street (to be dedicated by Parcel D).

9.1.12 Additional Roadways. The right-of-way dedications and roadway improvements for section line streets and mid-section line streets are established by this Agreement (and the Master Infrastructure Plans upon approval by the City). The City expressly has the right to require additional right of way dedications and roadway improvements for other streets within each Parcel for the development of such Parcel or other Parcels within the Property in accordance with Arizona law and the City's ordinances, rules, regulations, standards, procedures and administrative policies, now existing or as may be amended or adopted in the future, and may so condition any rezoning, plat, lot split, variance, conditional use permit, or

issuance of any building permit. In addition, with respect to the right-of-way dedications and roadway improvements for section line and mid-section line streets as set forth in this Agreement and the Master Infrastructure Plans, the City reserves the right to require additional right-of-way from a Parcel as a condition to development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis.

9.1.13 Timing. All right-of-way dedications as set forth in this Article IX shall be dedicated to the City (to the extent not already dedicated) within ninety (90) days from the Effective Date of this Agreement via a Final Plat, map of dedication or separate instrument to effectuate a right-of-way dedication as approved by the City (except for additional right-of-way to be dedicated pursuant to Section 9.1.15, which shall be dedicated prior to development of a Parcel). The physical roadway improvements for each Parcel shall be part of the subdivision improvements associated with a Parcel and shall be constructed as a condition to the City's approval of a subdivision plat or issuance of a building permit to develop vertical improvements on such Parcel. In the event of development without further platting of a Parcel, infrastructure improvements including roadway, sidewalks, water, wastewater, and street lighting shall be required as a condition of the issuance of a building permit.

9.1.14 Avenue D. City has informed Developer that, as of the date of this Agreement, the City's roadway width standard for the segment of Avenue D adjacent to Parcel I and Parcel J is 110 feet for the full street and, to meet this roadway width standard, the City would ordinarily require a 55-foot half-street dedication along Parcel I and Parcel J. Nonetheless, because the City does not anticipate Avenue D will extend north to Arizona State Route 195 in the future, and because the City's full-street roadway width standard for the segment of Avenue D north of County 24th Street is only 80 feet, the City hereby agrees (subject to this Section 9.1.13) to modify its full-street roadway width standard for Avenue D to 100 feet and further agrees to accept the existing 40-foot half-street dedication along Parcel I and Parcel J (without requiring an additional 15-foot half-street dedication), on the following conditions: (i) Developer, as the owner of the approximately 320 acres located on the east side of Avenue D at the southeast corner of County 24th Street and Avenue D and addressed as 10602 S. Camino Del Sol, Yuma, Arizona 85367 (the "**Section 13 North Half Property**"), agrees that a 60-foot half-street right-of-way dedication will be required by the City for the east half of Avenue D adjacent to the Section 13 North Half Property as a condition to the development of the Section 13 North Half Property (such dedication shall be made either as a condition of rezoning, as a condition for the issuance of any building permit, the granting of a variance or conditional use permit, or as part of the approval of a final plat for the Section 13 North Half Property); and (ii) the roadway improvements for Parcel I at the intersection of Avenue D and County 24th Street (including, but not limited to, paving and striping improvements) shall be improved in accordance with a design approved by the City to provide an appropriate transition to the narrower 80-foot full-street segment of Avenue D that is anticipated north of County 24th Street. The Parties recognize and agree that the City is agreeing to modify the full-street roadway width standard for Avenue D from 110 feet to 100 feet because City engineering staff believes the roadway improvements necessary to meet the City's half-street standards for an arterial street (which includes two (2) lanes, sidewalk, street lights and related improvements) may be accomplished inside the existing 40-foot half-street dedication along Parcel I and Parcel J. As such, in the event the 60-foot dedication for the Section 13 North Half Property has not yet been made and, further, if the City determines in its sole discretion that the standards

for an arterial half-street cannot be accommodated within the existing 40-foot half-street dedication along Parcel I and Parcel J, then Parcel I and Parcel J shall be required to dedicate the additional right-of-way to accommodate such half-street improvements. The owner or owners those portions of Section 13 need for the aforescribed 60-foot dedication shall take such actions as may be needed or necessary so that a roadway, utility, or other public improvements may be constructed including securing proper approvals from the United States of America.

9.1.15 Deceleration Lanes; Right-Turn Pockets. Notwithstanding anything to the contrary in this Agreement, the City reserves the right to require additional right-of-way from a Parcel as a condition to the development of such Parcel to accommodate deceleration lanes and/or right-turn pockets that are warranted by a traffic impact analysis. Any additional right-of-way dedications required pursuant to this Section 9.1.15 shall be made prior to the development of such Parcel and as a condition to the development of such Parcel.

ARTICLE X REIMBURSEMENT FOR INFRASTRUCTURE IMPROVEMENTS

10.1 Reimbursement. The Parties recognize and agree that the Trunk Wastewater Improvements and Trunk Water Improvements will be upsized to serve other Parcels within the Property and, therefore, will provide the development opportunity to the other Parcels within the Property. As such, Developer intends to apply to the City for a payback agreement with the City for the Trunk Wastewater Improvements and Trunk Water Improvements in accordance with City ordinances, which, if approved by the City, would result in the City collecting monies from Parcel Owners (and potentially other property owners outside the Property) seeking to connect to the Trunk Wastewater Improvements and Trunk Water Improvements and remitting an amount to the Parcel Owner(s) who installed such improvements in accordance with the terms of the payback agreement (the “**Payback Agreement**”). The approval of the Payback Agreement is at the discretion of the City. As such, Developer, Somerton School District and High School District also desire to establish private covenants for the reimbursement of the Trunk Wastewater Improvements and Trunk Water Improvements in the event a Payback Agreement is not entered into with the City (either because a Payback Agreement is not applied for or because the City does not approve a Payback Agreement). In the event a Payback Agreement with the City is not approved by the City (regardless whether a Payback Agreement has been applied for) at the time a Parcel Owner connects to the Trunk Wastewater Improvements or Trunk Water Improvements, the private reimbursement obligations in Section 10.1.1 shall apply.

10.1.1 Each Parcel Owner that taps into the Trunk Wastewater Improvements or Trunk Water Improvements, shall be required to provide reimbursement to the Parcel Owner(s) that installed such improvements by paying a connection fee (“**Connection Fee**”) to the Parcel Owner(s) that installed such improvements. Each Parcel Owner that connects to the following trunk infrastructure improvements shall be required to provide a Connection Fee to the Parcel Owner(s) who installed such improvement in an amount equal to its pro rata share (calculated based on gross acreage of the Parcels) of the total costs of constructing the following trunk infrastructure improvements: Parcel 1 Sewer Main Extension, Parcel 1 Water Main Extension, Parcel 2 Sewer Main Extension, Parcel 2 Water Main Extension, Parcel E Sewer Main Extension, Parcel E Water Main Extension. For purposes of determining the amount of the Connection Fee,

the “total costs” of constructing the trunk infrastructure improvements shall include the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install the trunk infrastructure improvements. A Parcel Owner who installed any portion of the trunk infrastructure improvements shall provide written request for reimbursement (a “**Reimbursement Request**”) to a Parcel Owner who has connected to the trunk infrastructure improvements that the requesting Parcel Owner installed. The Reimbursement Request shall include proof of payment and copies of all invoices (including from contractors and/or subcontractors who performed the work) demonstrating the total costs; and a Parcel Owner shall provide payment to the requesting Parcel Owner within 60 days of receiving the Reimbursement Request. The reimbursement obligations set forth in this Section 10.1.1 shall be private obligations enforceable by each Parcel Owner. The Parties recognize and agree that the City shall have no responsibility whatsoever for enforcing any such obligations. The obligation of a Parcel Owner to reimburse another Parcel Owner that installed the trunk water infrastructure improvements per this Section 10.1.1 shall be a private restriction that runs with, burdens and benefits the Parcels and shall inure to the benefit of and be binding upon the successors and assigns of the Parcel Owners.

10.1.2 For any additional offsite improvements required by the City (other than the Offsite Infrastructure Improvements established by this Agreement and the Master Infrastructure Plans upon approval by the City), a Parcel Owner responsible for constructing such additional offsite improvements shall be entitled to apply for a payback agreement with the City in accordance with City ordinances.

ARTICLE XI SOMERTON SCHOOL DISTRICT EXCHANGE

11.1 Somerton School Parcel. The Somerton School District is a Party to this Agreement as the current owner of the Somerton School District Parcel (which is a portion of Parcel B) so that all of Parcel B is made subject to this Agreement and all subsequent record owners of Parcel B will have the rights and obligations as a Parcel Owner with respect to Parcel B.

11.2 Exchange. Following the Effective Date of this Agreement, Developer intends to enter into an agreement with the Somerton School District (the “**School Exchange Agreement**”) for the exchange of the Somerton School District Parcel and Parcel C (Developer will convey Parcel C to the Somerton School District and the Somerton School District will convey the Somerton School District Parcel to Developer). For avoidance of doubt, upon the exchange of Parcel C and the Somerton School District Parcel, the Somerton School District shall be a Parcel Owner as to Parcel C and shall have all rights and obligations of a Parcel Owner under this Development Agreement with respect to Parcel C.

ARTICLE XII DEFAULT; TERMINATION

12.1 Remedies; Effect of Termination. It shall be a default under this Agreement (a “Default”) if any Party fails to perform any of its obligations under this Agreement, and such failure continues for a period of thirty (30) days after written notice from the non-defaulting Party specifying in reasonable detail the nature of such failure.

12.2 Parcel Owner’s Remedies. If City is in Default under this Agreement (beyond any applicable cure period) and the Parties are unable to resolve City’s Default, Developer and other Parcel Owners shall not have the right to terminate this Agreement, but shall have the right to pursue all other legal and equitable remedies which such Developer or Parcel Owner may have at law or in equity, including, without limitation, the right to seek specific performance requiring the City to fully and timely perform its obligations under this Agreement, the right to seek and obtain damages, and the right to self-help; provided the City shall in no event be liable for punitive, incidental or consequential damages.

12.3 City’s Remedies. If a Parcel Owner is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Parcel Owner’s Default, City shall have the right to pursue any rights or remedies at law or in equity including the rights and remedies provided hereunder; provided that a Parcel Owner shall in no event be liable for punitive, incidental or consequential damages. If Developer is in Default under this Agreement (beyond any applicable notice and cure period) and the Parties are unable to resolve the Developer’s Default, then in addition to the remedies in the preceding sentence, City shall have the additional right to terminate this Agreement upon written notice to the Parties.

12.4 Effect of Event of Termination. Upon the termination of this Agreement, this Agreement shall become null and void and no Party shall have any further rights or obligations hereunder except those obligations which expressly survive termination.

ARTICLE XIII REPRESENTATIONS

13.1 City Representations. City represents, warrants and covenants to the Parties as follows:

(a) The individuals executing this Agreement on behalf of City are authorized and empowered to bind City.

(b) City has the full right, power and authorization to enter into and perform its obligations under this Agreement and each of City’s obligations and undertakings hereunder, and City’s execution, delivery and performance of this Agreement have been duly authorized in compliance with the requirements of Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by City have been obtained, and no further action needs to be taken by City in connection with such execution, delivery and performance.

(d) Each undertaking of City contained in this Agreement constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, whether considered at law or in equity..

13.2 Developer Representations. Developer represents, warrants and covenants to the Parties as follows:

(a) Developer is duly formed and validly existing under Arizona law, is registered to do business in Arizona, and the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

(b) Developer has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Developer have been obtained, and no further action needs to be taken by Developer in connection with such execution, delivery and performance.

13.3 Somerton School District's Representations. Somerton School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the Somerton School District is authorized and empowered to bind the Somerton School District.

(b) Somerton School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by Somerton School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by Somerton School District have been obtained, and no further action needs to be taken by Somerton School District in connection with such execution, delivery and performance.

13.4 High School District's Representations. High School District represents, warrants and covenants to the Parties as follows:

(a) The individual(s) executive this Agreement on behalf of the High School District is authorized and empowered to bind the High School District.

(b) High School District has the full right, power and authorization to enter into and perform this Agreement and its respective obligations and undertakings under this Agreement,

and the execution, delivery and performance of this Agreement by High School District has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

(c) All consents and approvals necessary to the execution, delivery and performance of this Agreement by High School District have been obtained, and no further action needs to be taken by High School District in connection with such execution, delivery and performance.

ARTICLE XIV GENERAL PROVISIONS; NOTICES

14.1 No Personal Liability. No member, official or employee of City shall be personally liable to the Parties, or any successor or assignee, (a) in the event of any Default or breach by City, (b) for any amount which may become due to the Parties or its successor or assign, or (c) pursuant to any obligation of City under the terms of this Agreement. No member, shareholder, director, partner, manager, officer or employee of the Parties shall be personally liable to City, or any successor or assignee, (a) in the event of any Default or breach by the Parties, (b) for any amount which may become due to City or its successor or assign, or (c) pursuant to any obligation of the Parties under the terms of this Agreement.

14.2 Liability and Indemnification. The Parties shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents from any and all third party claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind (collectively, "Claims"), and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, "Costs") to the extent arising, directly or indirectly, in whole or in part, out of the execution and performance of this Agreement by a Party, except to the extent resulting from the negligence or willful misconduct of City or any of its employees, contractors, or agents.

14.3 Notices. All Notices which shall or may be given pursuant to this Agreement shall be in writing and transmitted by either (i) registered or certified U.S. mail, return receipt requested, or (ii) a nationally recognized express mail courier service, addressed as follows:

To Developer: Von Verde Partners
 10602 S. Camino Del Sol
 Yuma, AZ 85367
 Attn: Elizabeth Carpenter
 (928) 503-0110

With copies to: David J. Loo
 570 Lexington Avenue
 New York, NY 10022
 (917) 951-6908

Snell & Wilmer
One E. Washington Street

Phoenix, Arizona 85004
Attn: Michael Maerowitz
(602) 382-6494

To the City: City Manager
City Hall
1090 East Union Street (Physical)
P.O. Box 1170
San Luis, Arizona 85349

To Somerton
School District: Somerton School District No. 11
P.O. Box 3200
Somerton, AZ 85350
Attn: Omar Duron, Superintendent
(928) 341-6000

To High
School District: Yuma Union High School
3150 South Avenue A – Suite A
Yuma, AZ 85364-7998
Attn: Tim Brienza, Superintendent
(928) 502-4605

A Party may designate any other address for this purpose by written notice to the other Parties in the manner described herein. The facsimile numbers and email addresses set forth in this **Section 14.3** are for convenience in providing a duplicate notice and shall not be considered effective for purposes of providing the notices required or permitted pursuant to this Agreement.

14.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Yuma County, Arizona. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

14.5 Successors and Assigns. This Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of Developer and any Parcel Owner. the Parties hereto, including, without limitation, future City Councils. For avoidance of doubt, this Agreement and all the obligations herein bind the City (including, without limitation, future City Councils) and no future City Councils of the City may revoke or repeal the ordinance approving this Agreement in whole or in part without the mutual consent of the Parties. The Parties recognize and agree that Developer, Somerton School District and High School District may convey portions of the Property to other owners who may develop a portion or all of one or more Parcels. Nothing in this Agreement shall

prevent a Party from conveying any portion of the Property, and the City's prior consent shall not be required to convey, all or a portion of the Property to one or more subsequent property owners. Each subsequent owner of any portion of the Property shall be a Parcel Owner under this Agreement and shall have all rights and obligations of a Parcel Owner as to the Parcel (or portion) acquired by such Parcel Owner. Developer's rights and obligations under this Agreement may be assigned by Developer (in whole or in part), subject to City's prior written consent, to one or more entities owned or controlled by or under common control with Developer. Except as provided in this Section 14.5, the rights and obligations of Developer under this Agreement (in whole or in part) may not otherwise be assigned, conveyed or otherwise transferred to any person or entity without City's prior written consent, which consent may not be unreasonably withheld. An assignment of any other Parcel Owner's (other than Developer's) rights and obligations under this Agreement shall be prohibited, unless mutually agreed in writing by the Parties.

14.6 Waiver. No waiver by a Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.7 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

14.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

14.9 Recitals and Exhibits. The Recitals set forth in the preamble of this Agreement and all exhibits attached hereto are incorporated into this Agreement by this reference as though fully set forth herein.

14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

14.11 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Yuma County, Arizona, within ten (10) days after its execution by the Parties.

14.12 Consents and Approvals. The Parties shall at all times act reasonably with respects to any and all matters which require such Party to review, consent or approve any act or matter hereunder, and shall promptly execute any documents necessary to evidence such review, consent or approval.

14.13 Estoppel Certificate; Financing. Each Party shall at any time and from time to time upon not less than ten (10) days' prior written notice from another Party execute, acknowledge and deliver to the requesting Party or its lender, or any other third party, a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to the Party's knowledge, any uncured Defaults on the part of the requesting Party hereunder, or specifying such Defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer, assignee, or other third party. Each Party, further, agrees to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

14.14 Manager's Power to Consent. City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Parties and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of a Party requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law, including, without limitation, any amendments or modification of this Agreement other than changes expressly contemplated in this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested to by the City Clerk, and Developer and School District have executed the same on or as of the day and year first above written.

“CITY”

CITY OF SAN LUIS,
an Arizona municipal corporation

By _____
Nieves Riedel, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF YUMA)

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared Nieves Ridel, who acknowledged herself to be Mayor of the CITY OF SAN LUIS, an Arizona municipal corporation, whom I know personally and she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTA RY SEAL:

Notary Public

My commission expires:

LIST OF EXHIBITS

- Exhibit A*** - Legal Description of Property
- Exhibit B*** - Conceptual Parcel Map
- Exhibit C*** - Somerton School District Parcel
- Exhibit D*** - High School District Parcel
- Exhibit E*** - Conceptual Sewer Master Plan
- Exhibit F*** - Conceptual Water Master Plan
- Exhibit G*** - Conceptual Roadway Master Plan

Exhibit "A"
Legal Description of Property

The North Half (N½) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Exhibit "B"

Conceptual Parcel Map

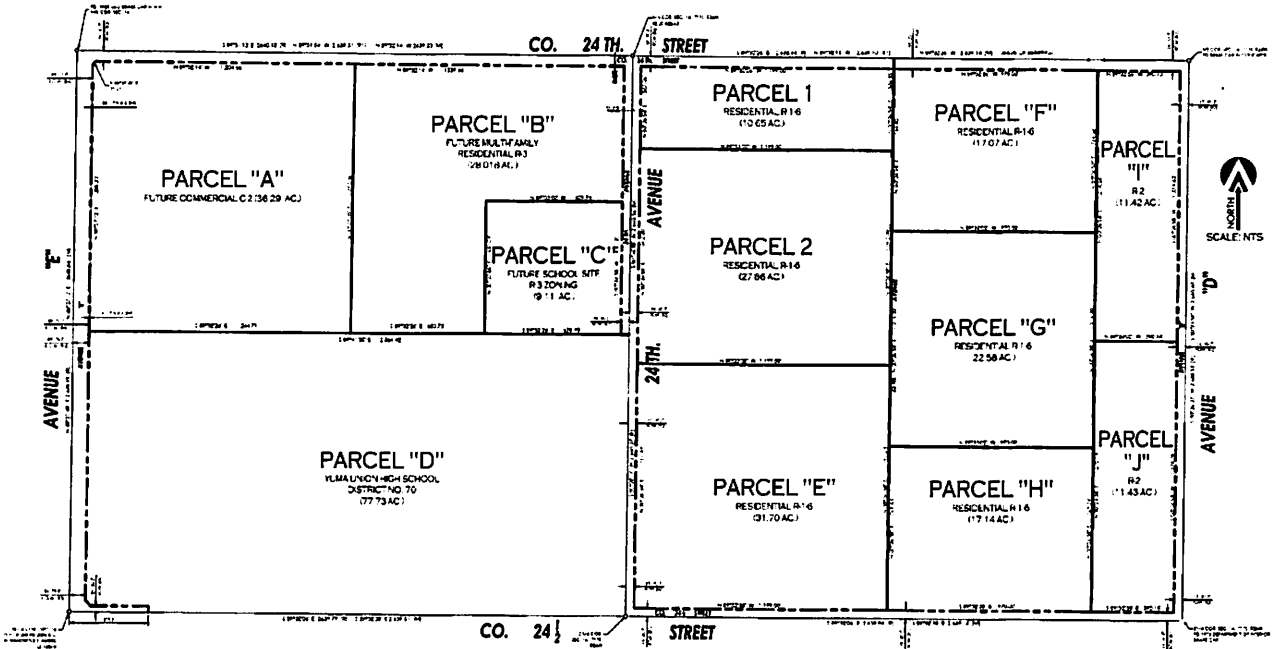


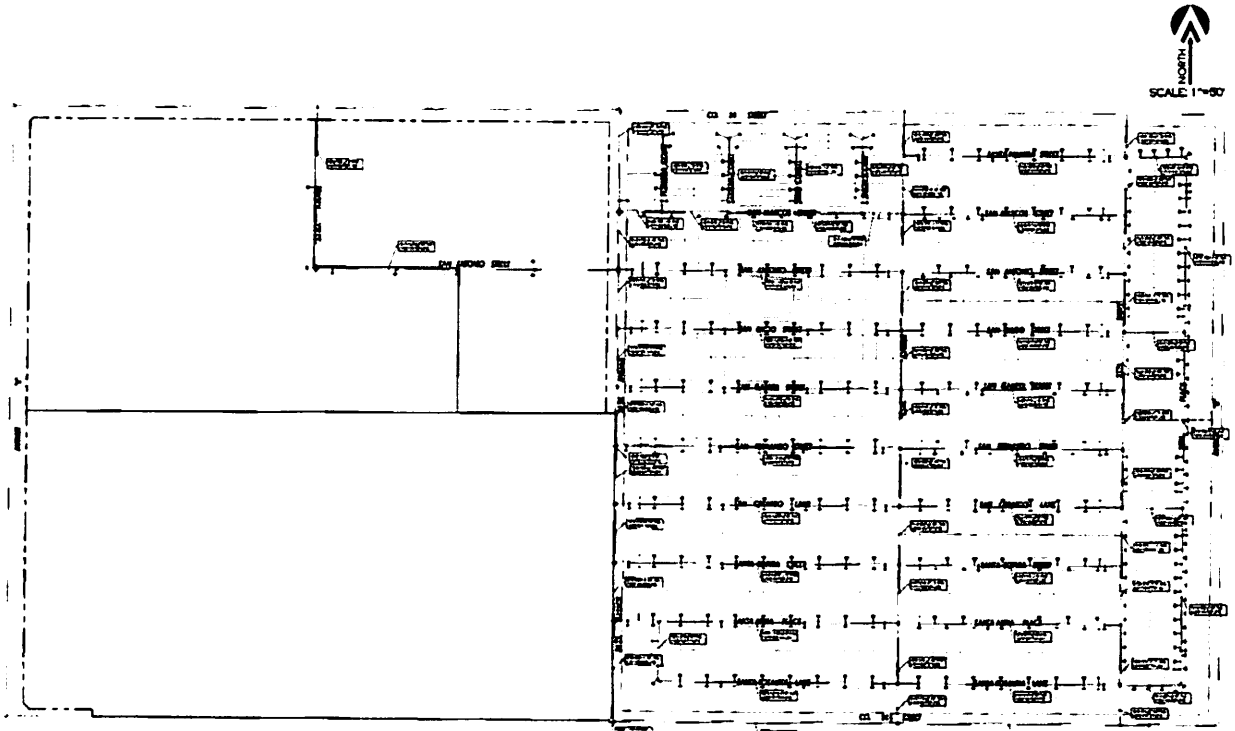
Exhibit "C"
Somerton School District Parcel

The Northeast (NE¼) of The Northeast (NE¼) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "D"
High School District Parcel

The South Half (S½) of The Northwest (NW¼) of Section 14, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona. Subject to all Existing Right of Ways of Record.

Exhibit "F"
Conceptual Water Master Plan





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 12/11/2024

Department Head: Jenny Torres, Acting City Manager, Administration

Submitted By: Jenny Torres, Acting City Manager, Administration

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2337. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement (IGA) between the State of Arizona and the City of San Luis authorizing the Arizona Department of Transportation (ADOT) to administer the construction of the Cesar Chavez Boulevard roadway improvements project. **(Jenny Torres, Acting City Manager)**

SUMMARY:

The City of San Luis entered into multiple intergovernmental agreements with the Arizona Department of Transportation (ADOT) for the right of way acquisition, design and appropriation of legislative funds for the Cesar Chavez Boulevard project. ADOT approved a contract with Jacobs Engineering for the design of the project. The design is scheduled to be completed by December 2024. APS and Lumen are scheduled to finalize their utility design by December and are tentatively scheduled to complete the relocation of APS poles and utilities by March 2025. ADOT is scheduled to go out for construction bids in March 2025. The City needs to enter into this IGA to authorize ADOT to administer the construction and funding allocated for the project. The City received a \$25,000,000.00 Rural Surface Transportation Grant, an allocation of state legislative funds of \$33,000,000.00 and the City of San Luis allocated \$3,200,000.00 of the American Rescue Plan Act (ARPA) funds as part of the city match for the federal grant. The project cost shown in Exhibit A of the IGA estimates the cost to be \$61,200,000.00. ADOT will advertise, bid and award, and administer the construction phase of the project. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the City will be responsible and agrees to pay the difference prior to the bid advertisement.

Staff recommends approval of Resolution No. 2337.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2337, AS PRESENTED.

Fiscal Impact

| | |
|--|-----------------|
| IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: | Yes |
| CITY/STATE/FEDERAL FUNDS: | City/State |
| TOTAL: | \$61,200,000.00 |
| BUDGETED AMOUNT: | \$61,200,000.00 |
| AVAILABLE AMOUNT TO TRANSFER: | N/A |

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The total project funding for the construction of improvements to Cesar Chavez Boulevard is \$61,200,000, allocated as follows:

1. City Contribution: A budgeted amount of \$3,200,000 has been allocated to GL account 255-021-90051.228 Capital Outlay - ARPA Revenue Loss Street Projects
2. State Contribution: \$33,000,000 will be funded through GL Account 255-28000 Unearned Revenue, representing State Legislative Funds
3. Federal Contribution: \$25,000,000 will be received from the USDOT Rural Surface Transportation Grant.

Attachments

Resolution No. 2337
ADOT IGA- Construction



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2337

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AND IMPROVE WITH FEDERAL FUNDS CESAR CHAVEZ BOULEVARD IN SAN LUIS, ARIZONA; SUPERSEDING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to contract with the Arizona Department of Transportation to construct and improve Cesar Chavez Boulevard in San Luis, Arizona.

Section 2: A true copy of the intergovernmental agreement is incorporated into this resolution as though set forth again in full here.

Section 3: The Mayor is authorized and directed to execute the said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5: If a conflict arises between this resolution 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 6: If any section, subsection, sentence, clause phrase, or a portion of this resolution 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.

[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 11th day of December 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

ADOT CAR No.: IGA 23-0009330-I
AG Contract No.: P0012024000239
Project Location/Name: Cesar Chavez
Boulevard
Type of Work: Road & Pedestrian
Improvements Construction
Federal-aid No.: SLS-0(203)A
ADOT Project No.: SZ01801C
TIP/STIP No.: SAN-12-07C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The improvements proposed in this Agreement include the reconstruction, widening, and improvements of approximately five miles of Cesar Chavez Boulevard (Blvd), (the “Project”). The Project includes stormwater infrastructure improvements, bus stops, intersection improvements, fiber, bicycle facilities, and sidewalks. The Project cost, shown in Exhibit A, is estimated at \$61,200,000, which includes federal aid and the Local Agency’s costs. The State will advertise, bid and award, and administer the construction phase of the Project.
4. Preliminary design and right of way acquisition for the Project are addressed in IGA 11-206-I, legislative appropriation funds for the Project are addressed in IGA 22-0008867-I, and the final design is addressed in IGA 22-0008907-I, and any subsequent amendments.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
6. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. Upon execution of this Agreement, invoice the Local Agency for \$3,200,000 for the Local Agency's match. After completion of design and prior to bid advertisement, invoice the Local Agency for the Local Agency's remaining share of the Project construction costs estimated at \$33,000,000. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

- c. After receipt of the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - e. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - f. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - g. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Upon execution of this Agreement and within 30 days of receipt of an invoice, pay \$3,200,000 to the State. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State the Local Agency's remaining share of the Project construction costs, estimated at \$33,000,000 and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
 - c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - d. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and

- ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- e. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
 - f. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
 - g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
 - h. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
 - i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
 - j. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
 - k. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. **Third-Party Indemnification.** The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. **Programmed Federal Funds.** The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of San Luis
Attn: Jenny Torres
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Luis, AZ 85349
JTorres@sanluisaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Eulogio Vera
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Luis, AZ 85349
928.341.8577
EVera@sanluisaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Jenny Torres
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Luis, AZ 85349
JTorres@sanluisaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

The Agreement between public agencies, the State of Arizona and the City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A**Cost Estimate****SZ01801C**

The Project costs are estimated as follows:

Construction:*

| | |
|-----------------------------|----------------------|
| Federal-aid funds | \$ 25,000,000 |
| Local Agency's match ** | 3,200,000 |
| Local Agency's costs @ 100% | <u>\$ 33,000,000</u> |

Estimated TOTAL Project Cost **\$ 61,200,000**

Total Estimated Local Agency Funds **\$ 36,200,000**

Total Federal Funds **\$ 25,000,000**

* (Includes 10% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

** (The Local Agency's match will be invoiced upon execution of this Agreement. The remaining share of Local Agency's costs will be invoiced prior to bid advertisement.)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

Ordinance

Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0776 for Los Mezquites Unit 5 and Ordinance No. 458. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 11.83 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6) located at the northeast corner of 24th Avenue and Nadine Street; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 458 by title only
- F. Action on Ordinance No. 458

SUMMARY:

The applicant is requesting to rezone 11.83 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6). The property is located at the northeast corner of 24th Avenue and Nadine Street being a portion of Assesors Parcel Number 227-11-004. The developer is proposing to accommodate 51 single family residential units as per the proposed plat for Los Mezquites Unit 5 attached.

Existing Adjacent Zoning Districts:

To the north R1-6 (Future Los Mezquites Unit 4)

To the west R1-6 (Los Mezquites Unit 3 Subdivision)

To the south L-I (Southwest Arizona Industrial Subdivision Phase 2)

To the east RA-10 (East San Luis Waste Water Treatment Plant)

BACKGROUND:

On March 13, 2024, City Council approved the rezoning request from Medium Density Residential (R1-6) to Medium-High Density Residential (R-2) for this same portion of property with the intention of developing Los Mezquites Townhomes 2.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies, staff have received comments from The City of San Luis Fire Department.

The Fire Department provided the following comments: "The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department".

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (47 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at City Hall on November 6, 2024, at the City Hall Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. No one from the public was present during the meeting.

PLANNING AND ZONING COMMISSION:

This item was presented to the Planning and Zoning Commission at their regular meeting on November 12, 2024. The Commission recommended approval of this request subject to the conditions of approval presented by staff.

The applicant has provided the information and materials necessary for the review of the zoning request.

STAFF RECOMMENDATION:

Staff recommends approval of Rezoning Case No. 2024-0776 and Ordinance No. 458 subject to the following conditions:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.
2. Developer must comply with approved development agreement.

RECOMMENDATION / SUGGESTED MOTION:

- A. STAFF AND/OR APPLICANT PRESENTATION
- B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING
- C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM
- D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING
- E. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 458 BY TITLE ONLY
(CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY)
- F. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 458

Fiscal Impact

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

n/a

Attachments

Ordinance No. 458

Location Map

Aerial Picture

Los Mezquites 5 Plat



Ordinance

NO. 458

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 11.83 ACRES FROM MEDIUM-HIGH DENSITY RESIDENTIAL (R-2) TO MEDIUM DENSITY RESIDENTIAL (R1-6) LOCATED AT THE NORTHEAST CORNER OF 24TH AVENUE AND NADINE STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 11.83 acres being a portion of real property located on Assessor Parcel ID No. 227-11-004; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona, as follows:

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6) of the property subject to the following condition:

1. The owner/applicant shall submit a preliminary plat for approval in compliance with the City of San Luis subdivision regulations.

2. Developer must comply with approved development agreement.

Property more fully described as:

A portion of the southeast quarter (SE1/4) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Containing 11.83 acres more or less.

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,
Arizona, this _____ day of _____, 2024.

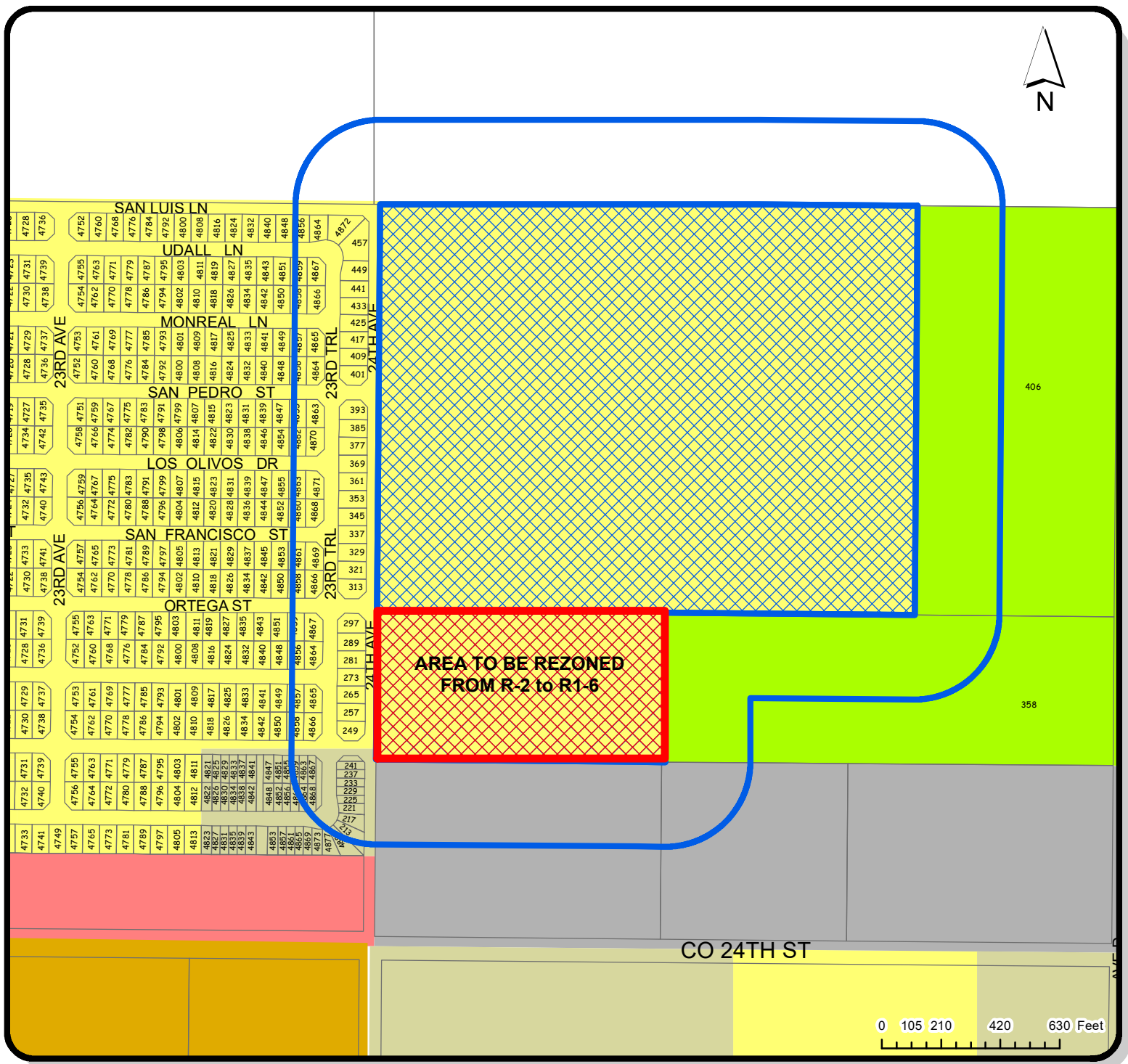
Gloria Torres, Vice Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk




Kay Marion Macuil, City Attorney









LOCATION OF SUBJECT PROPERTY

LOCATION MAP

REZONING

-  PARCEL ID: 227-11-004
-  300ft Notification Area
-  REZONING AREA

CASE #
2024-0776

- Legend**
- SINGLE RESIDENCE ZONING DISTRICTS**
 -  R1-6
 -  RA-10
 - MULTIPLE RESIDENCE ZONING DISTRICTS**
 -  R-2
 -  R-3
 - COMMERCIAL ZONING DISTRICTS**
 -  C-2
 - INDUSTRIAL ZONING DISTRICTS**
 -  LI

DATE:
10/9/2024

PLANNING & ZONING

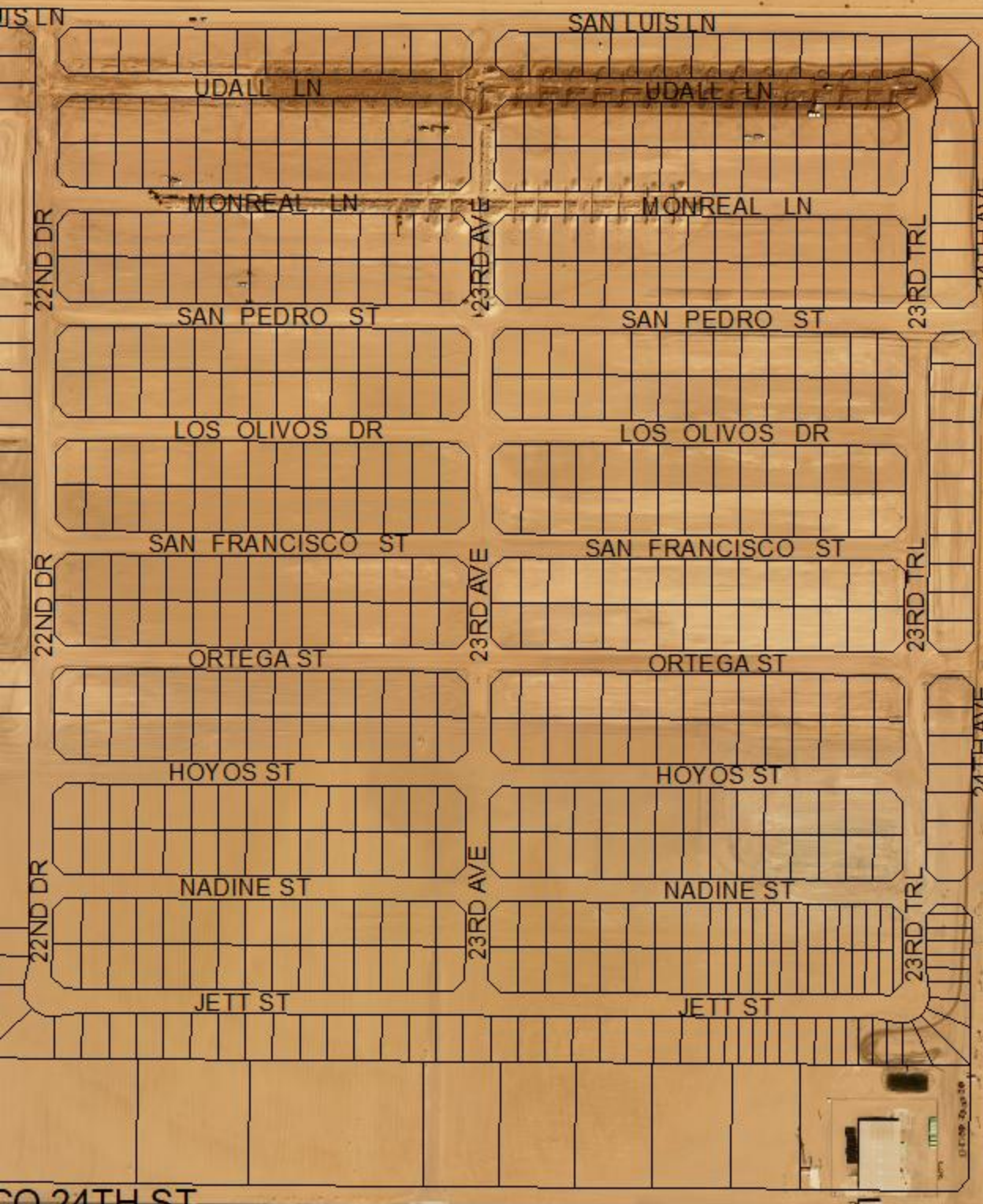


GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN



CO 24TH ST

CO 24TH ST

AVE D

AVE D

FINAL PLAT LOS MEZQUITES SUBDIVISION UNIT 5

A SUBDIVISION OF LOT 877 OF LOS MEZQUITES SUBDIVISION UNIT 4 AS RECORDED IN BOOK ___ OF PLATS, PAGE ___, YCR,
LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH,
RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE OF PREPARATION: OCTOBER 2024 NUMBER OF LOTS: 51 ACREAGE: 11.8342 ACRES



VICINITY MAP

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACT UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 5" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACT CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 5" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACT BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS TO THE PUBLIC FOR ITS USE AND BENEFIT. TRACT A IS DEDICATED TO THE CITY OF SAN LUIS FOR STORM WATER RETENTION PURPOSES. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON, AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF NIEVES GARCIA REDEL, ITS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS ___ DAY OF _____, 2024

ACKNOWLEDGMENT

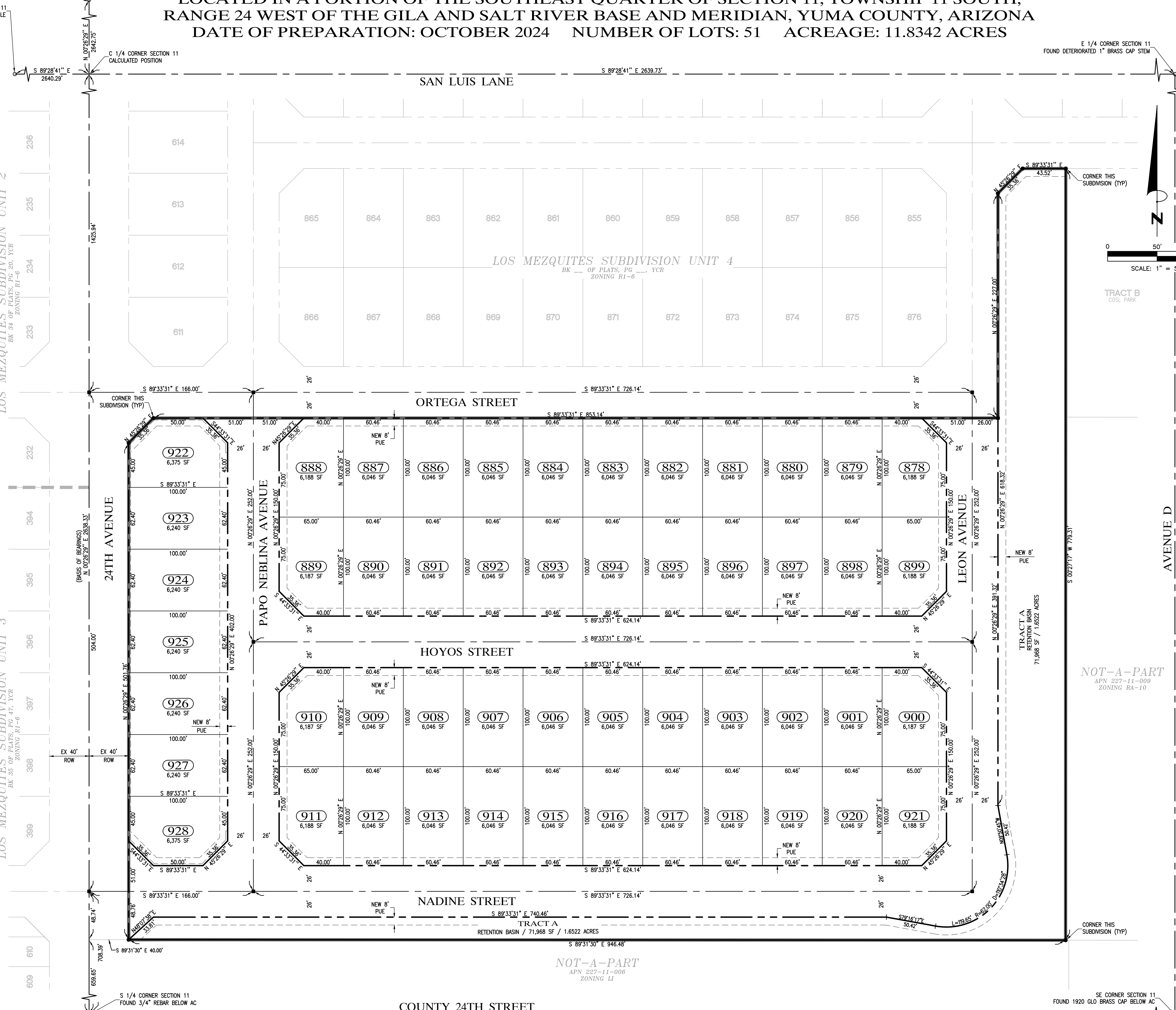
ON THIS ___ DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NIEVES GARCIA REDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF REDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HERSELF AS SUCH OFFICER.

IN WITNESS WHEREOF
I HEREBY SET MY HAND AND OFFICIAL SEAL

APPROVED

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

| | |
|----------------------------------|------|
| VICE MAYOR | DATE |
| CITY MANAGER | DATE |
| DIRECTOR OF DEVELOPMENT SERVICES | DATE |
| CITY ENGINEER | DATE |
| CITY PUBLIC WORKS DIRECTOR | DATE |



LEGEND

- CENTERLINE / SECTION LINE
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- SETBACK LINE
- EASEMENT LINE (TYPE AS SHOWN)
- (900) NEW LOT NUMBER
- 3,000 SF NEW LOT AREA IN SQUARE FEET
- NEW STREET MONUMENT PER CITY OF YUMA STD No. 4-030
- NEW BOUNDARY MONUMENT PER CITY OF YUMA STD No. 4-015
- EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- DKT DOCKET
- PG PAGE
- YCR YUMA COUNTY RECORDS
- AHD ARIZONA HIGHWAY DEPARTMENT
- GLO GENERAL LAND OFFICE

BASIS OF BEARINGS

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G&SR&M, YUMA COUNTY, ARIZONA, AS SHOWN ON DKT 1848, PG 711, YCR.
BEARING: N 0°26'29" E

ZONING

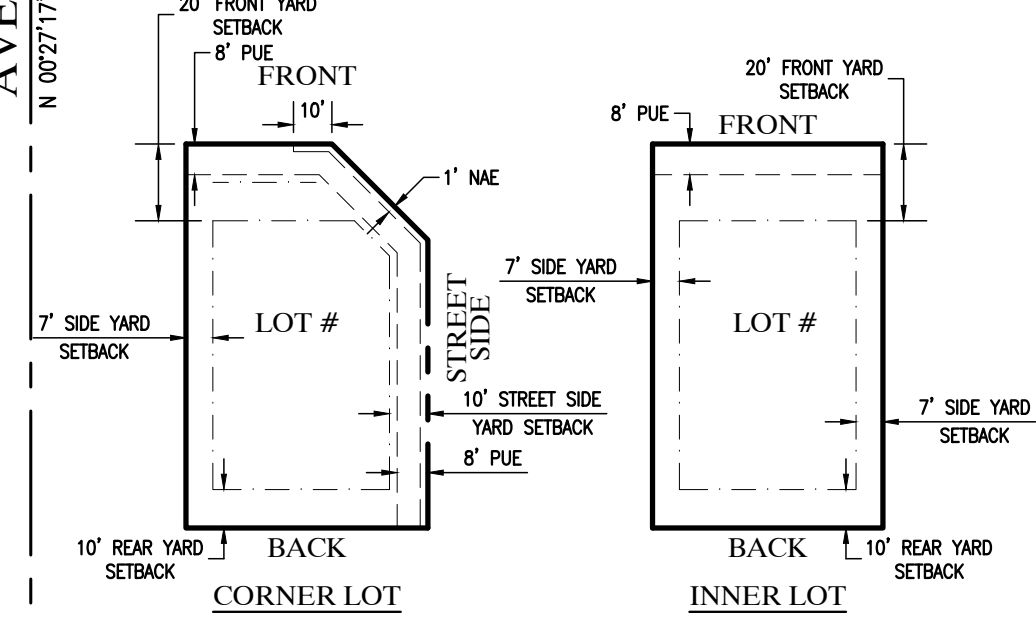
R-2 MEDIUM-HIGH DENSITY RESIDENTIAL

OWNER/DEVELOPER

RIEDEL HOLDINGS, LLC
P.O. BOX 1649
SAN LUIS, AZ 85349
(928) 827-8593

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY 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. LOMEJUN RLS No. 22767

PREPARED BY:

EDAIS Engineering, Inc.
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-0508 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

Z:\2023\20231027\20231027\20231027\11M Final Plat Rev2.dwg



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

8. A.

Meeting Date: 12/11/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

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. 2024-0876 - Esparza Parking Lot. A request from Samuel Garcia Jr. P.E, on behalf of Guillermo Esparza owner, for a Variance from the City of San Luis Zoning Ordinance Section 18.75.040 Table No.15 to reduce the required parking spaces from 33 to 22 on properties located at 535 & 541 N Main Street in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Variance Case No. 2023-0876

SUMMARY:

The properties in question are located at 535 & 541 N Main Street; parcel numbers 775-46-253 & 775-46-026 and are zoned as Community Commercial (C-2). The request is to reduce the required parking spaces from 33 to 22 from the City of San Luis Zoning Ordinance Section 18.75.040 Table No.15. The variance will allow the owner to construct and provide joint parking spaces to the existing retail buildings. The Zoning Ordinance for commercial retail requires 1 parking space per every 300 square feet G.F.A. (Gross Floor Area). Both buildings have an approximate G.F.A. of 9,850 sf. in total, this would require a total of 33 parking spaces as per Zoning Ordinance. The properties are located in the downtown area of the City of San Luis, where parking spaces are limited and in high demand.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies.

As required by the State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (12 letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

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 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.

There are no special circumstances or conditions. The property on the request consists of a rectangular lot of 24,367 sq. ft. (13,750 + 10,617 sq. ft.), which exceeds the minimum lot size in commercial zoning districts of 8,000 sq. ft. The owner wants to improve the parking area; however, the improvements have to be done in accordance with the current zoning regulations. The current zoning regulations require 1 parking space per every 300 square feet of G.F.A. Therefore, both buildings combined require a total of 33 parking spaces; based on the proposed improvements, the applicant is proposing only 22 parking spaces. The owner can comply with the current regulations by modifying the square footage of the building area or doing an additional agreement for shared parking with adjacent properties that would have excess parking.

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

The existing buildings were built from 1963 to 1982 and no parking requirements were addressed during construction. However, the owner can comply with the current regulations by modifying the square footage of the building area or doing an additional agreement for shared parking with adjacent properties that would have excess parking.

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.

The approval of this variance request is not required to preserve substantial property rights. The properties are currently being used as retail stores. If the variance is not granted, the property owner retains the ability 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.

Granting the variance is unlikely to have a direct, materially detrimental impact on individuals residing or working in the vicinity. However, it may contribute to potential parking challenges in the area and set a precedent for future business parking considerations.

STAFF RECOMMENDATION:

Staff has reviewed this request and has determined that it does not meet all the required criteria, therefore staff recommends denial of Variance Case No. 2024-0876.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF AND/OR APPLICANT PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO DENY VARIANCE CASE NO. 2024-0876, BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: na

CITY/STATE/FEDERAL FUNDS: na

TOTAL: na

BUDGETED AMOUNT: na

AVAILABLE AMOUNT TO TRANSFER: na

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: na

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

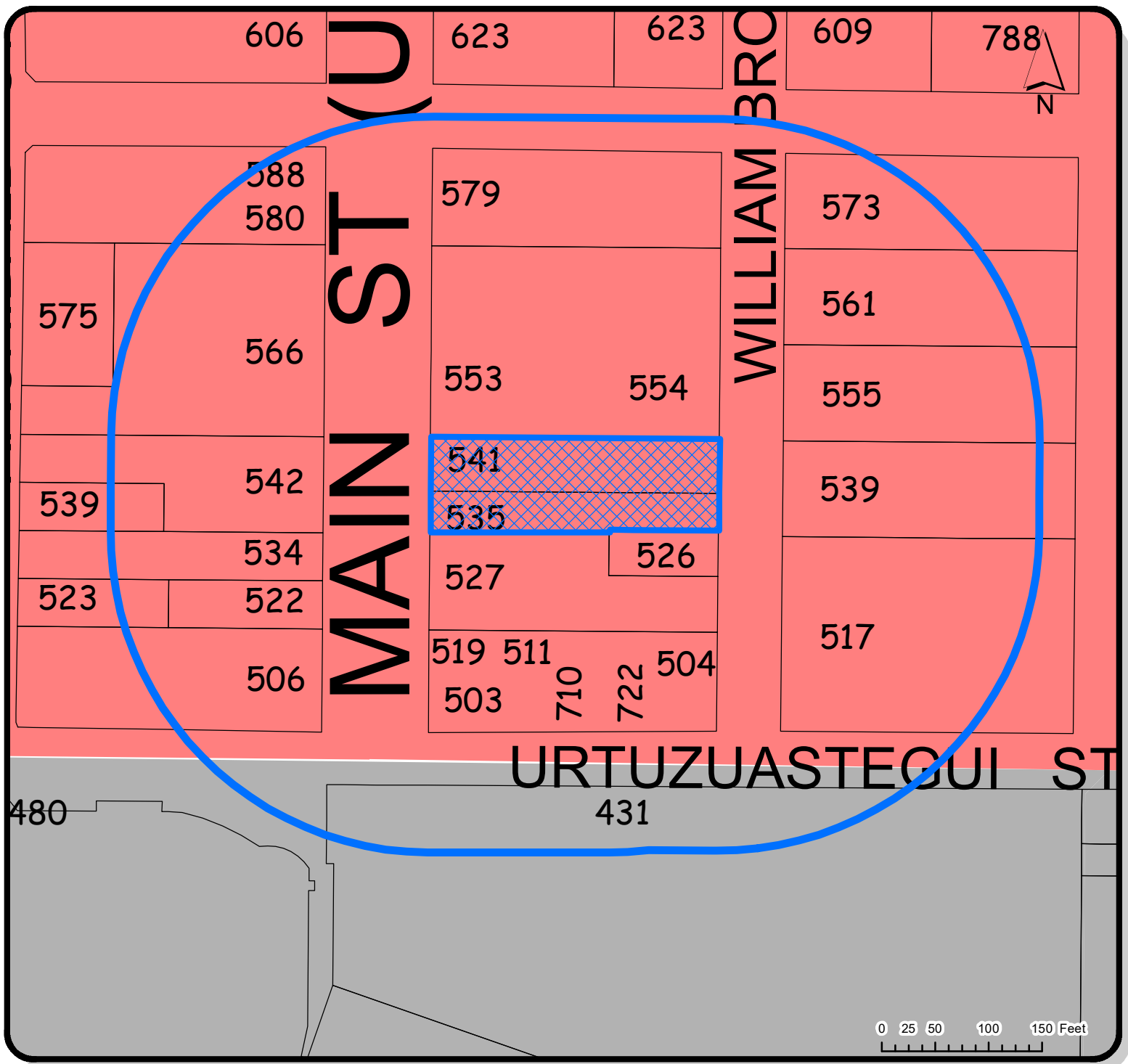
na

Attachments


Location Map

Site Plan

Applicant Narrative



LOCATION OF SUBJECT PROPERTY

 541 & 535 N MAIN ST

LOCATION MAP

Zoning
 COMMERCIAL ZONING DISTRICTS
 C-2
 INDUSTRIAL ZONING DISTRICTS
 I-1

VARIANCE

CASE #
 2024-0876

DATE:
 11/7/2024

CHECKED BY:
 JUAN TEJEDA

PLANNING & ZONING



GIS

CREATED BY:
 ISAAC GUTIERREZ

APPROVED BY:
 JOSE A. GUZMAN



| REVISIONS | APPROVED |
|-----------|----------|
| | |
| | |

SITE PLAN

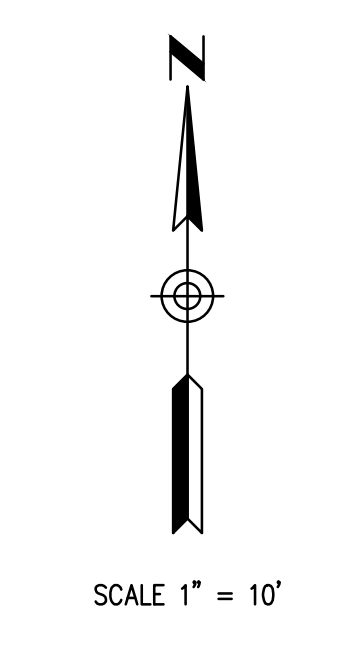
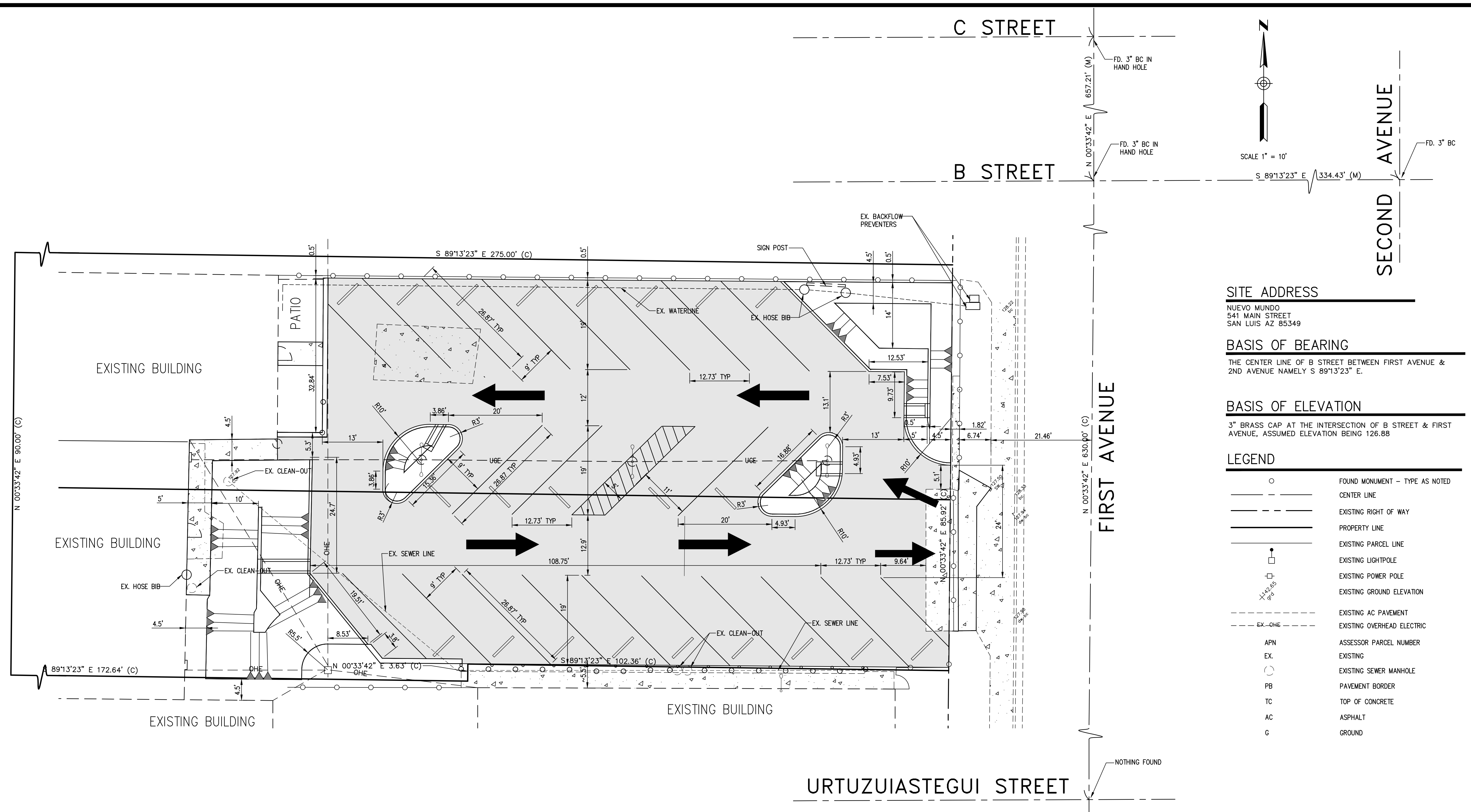
ESPARZA PARKING LOT

APN 775-46-026
APN 775-46-253

GARCIA ENGINEERING
3437 E. EMALIE STREET
TEL (928) 271-9882
SAN LUIS, ARIZONA 85336

| | |
|---------|----------|
| ISSUE: | DATE: |
| VO | 9/25/24 |
| DESIGN: | PROJECT: |
| VO | 24-01 |
| CHECK: | SHT. OF |
| SG | |

| | |
|--------|----------|
| SCALE: | AS SHOWN |
| SHEET: | OF |
| C3 | OF 5 |



SITE ADDRESS

NUEVO MUNDO
541 MAIN STREET
SAN LUIS AZ 85349

BASIS OF BEARING

THE CENTER LINE OF B STREET BETWEEN FIRST AVENUE & 2ND AVENUE NAMELY S 89°13'23" E.

BASIS OF ELEVATION

3" BRASS CAP AT THE INTERSECTION OF B STREET & FIRST AVENUE, ASSUMED ELEVATION BEING 126.88

LEGEND

- FOUND MONUMENT - TYPE AS NOTED
- CENTER LINE
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING PARCEL LINE
- EXISTING LIGHTPOLE
- EXISTING POWER POLE
- EXISTING GROUND ELEVATION
- EXISTING AC PAVEMENT
- EXISTING OVERHEAD ELECTRIC
- APN ASSESSOR PARCEL NUMBER
- EX. EXISTING
- EXISTING SEWER MANHOLE
- PB PAVEMENT BORDER
- TC TOP OF CONCRETE
- AC ASPHALT
- G GROUND

PARKING LOT COUNT
22 - 9FT X 26.87FT PARKING STALLS AT 45 DEGREE ANGLE

BLUE STAKE/UTILITY NOTE:

UNDERGROUND UTILITIES WERE NOT LOCATED. THE CONTRACTOR SHALL CONTACT BLUE STAKE (1-800-782-5348) 48 HOURS PRIOR TO ANY ONSITE CONSTRUCTION AND FIELD VERIFY EXACT LOCATIONS OF ALL UTILITIES.

Variance Narrative Statements for the Esparza Parking Lot

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.”

Correct, the property is in the downtown area where the buildings were built before the current zoning requirements were created. Therefore, the area remaining within the parcel to build a parking lot is relatively small and does not allow sufficient space to meet the current parking stall requirements. Even after acquiring an agreement with the adjacent property owner to maximize the parking lot design, the number of parking stalls falls short (22) versus the required (33).

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

Correct, the current circumstance is due to preexisting conditions and are not self-imposed. Simply put there is not enough space to meet the zoning required parking stalls.

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.”

Not necessarily, the current commercial property is currently in use as is. The applicant is aiming to improve the current gravel/dirt parking lot to eventually have an asphalt parking lot.

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.”

Correct, this parking lot improvement will benefit adjacent property owners as well since it will be an asphalt parking lot versus an open gravel/dirt open area. This improvement will also help the City of San Luis AZ image versus the current state that which also invites trash/debris to be dumped in the parcels.