



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:00 p.m., Wednesday, June 5, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:00 p.m., el día Miercoles, 5 de Junio 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 6/3/2024
PREVIOUSLY ITEMS NO. 4.B. AND 4.C. HAVE BEEN REMOVED AND
RE-NUMBERED ACCORDINGLY



AGENDA
Special Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 5, 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. **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.

3. A. Discussion and possible action on any and all matters regarding Resolution No. 2311. A resolution of the Mayor and City Council of the City of San Luis, Arizona, correcting a scrivener's error nunc pro tunc in Resolution Number 2310; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

3. B. Discussion and possible action on any and all matters regarding Order No. 2024-03. An Order of the Mayor and City Council of the City of San Luis, Arizona, (1) authorizing and directing the acquisition of all property necessary for the expansion of City Departments by dedication, donation, purchase, or exchange, and (2) authorizing the City Manager to take any and all actions in furtherance of the acquisitions. **(Jenny Torres, Acting City Manager)**

4. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 4. A.** Discussion and possible action on any and all matters regarding the approval of the Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2024-2025. **(Roula Encinas, Acting Director of Finance)**
- 4. B.** Discussion and possible action on any and all matters regarding the award of a contract to Accurate Excavation of Arizona, LLC, for the installation of conduit and fittings via horizontal directional drilling for the 6th Avenue Street Light Project and the 10th Avenue Street Light Project. **(Manuel Hernandez, Assistant Director of Public Works)**
- 4. C.** Discussion and possible action on any and all matters regarding a Memorandum of Understanding with Arizona Western College to provide field intern training for their EMS and Fire Academy classes. **(Angel Ramirez, Fire Chief)**
- 4. D.** Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the 4th of July Celebration to be held Thursday, July 4, 2024. **(Marcos Ramirez, San Luis Frontera Rotary Club)**
- A. Open Public Hearing
 - 1. Presentation by staff and/or applicant
 - 2. Call to the public on this item
 - B. Close Public Hearing
 - C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control
- 4. E.** Discussion and possible action on any and all matters regarding Resolution No. 2312. A resolution of the Mayor and Council of the City of San Luis, Arizona declaring and adopting the results of the Special Election held May 21, 2024, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**
- 4. F.** Discussion and possible action on any and all matters regarding Resolutions No. 2313 and No. 2314. Resolutions of the City of San Luis, Arizona, Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal years 2023- 2024 and 2024-2025 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**
- 4. G.** Discussion and possible action on any and all matters regarding Resolution No. 2315. A resolution of the Mayor and City Council of the City of San Luis approving an amendment to the intergovernmental agreement among the State of Arizona, the County of Yuma, and the City of San Luis for the Senate Bill 1490 appropriation to be allotted directly to the City of San Luis for Cesar Chavez Boulevard roadway improvement; repealing any conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

5. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. A.

Meeting Date: 06/05/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2311. A resolution of the Mayor and City Council of the City of San Luis, Arizona, correcting a scrivener's error nunc pro tunc in Resolution Number 2310; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Background

On May 22, 2024, the City Council passed Resolution No. 2310, which established deadlines for pro and con statements on the Southwest Gas Franchise Agreement. After the meeting, a typographical error was found in the body of Resolution No. 2310 in Section 1, where it referred to "Alternative Expenditure Limitation" rather than the correct reference to "Southwest Gas franchise agreement." It was clearly a mistake because:

- (1) on the printed agenda for May 22, 2024
 - (a) the previous item on the agenda (6.D.) dealt with the pro and con statements for the Alternative Expenditure Limitation,
 - (b) immediately following the item listed, 6.D. was item 6. E., which was an identical matter except that it dealt with the Southwest Gas franchise agreement pro and con statements,
 - (c) the agenda item review form for 6.E. only had references to the Southwest Gas franchise in the caption and in the summary
 - (d) the attached resolution No. 2310 had Southwest Gas franchise in the caption.
- (2) at the Council meeting of May 22, 204
 - (a) in the listed order of the agenda, immediately following the Alternative Expenditure Limitation, the Southwest Gas franchise item was called, verbally referring to the Southwest Gas franchise, and
 - (b) the verbal presentation was about the South Gas franchise.

The Purpose of this Resolution

This resolution corrects the error in Section 1 of Resolution No. 2310. The legal doctrine *Nunc Pro Tunc*, which means "this for that" in Latin, is used to correct such unintended errors where no one has relied on the error, and no one will be harmed by correcting the error. In this case, the Resolution puts in the words "Southwest Gas franchise agreement" and removes the mistaken words "Alternative Expenditure Limitation." Since no one has submitted any pro and con arguments, and the deadline is not until August 7, 2024, for pro and con statements, no one has relied on the error, and no one will be harmed by correcting the error.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2311.

Fiscal Impact

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

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no discernible fiscal impact. This item merely corrects an error.

Attachments

Resolution No. 2311

Resolution No. 2310

Agenda Item Review Form

Posted Agenda



Resolution

No. 2311

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CORRECTING A SCRIVENER'S ERROR *NUNC PRO TUNC* IN RESOLUTION NUMBER 2310; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on May 22, 2024, the City Council passed Resolution No. 2310, which established deadlines for pro and con statements on the Southwest Gas Franchise Agreement; and

WHEREAS, a typographical error, called scrivener error, was found after the May 22, 2024, Council meeting in the body of Resolution No. 2310, Section 1, where it referred to "Alternative Expenditure Limitation" rather than "Southwest Gas Franchise Agreement;" and

WHEREAS, the May 22, 2024, posted agenda listed Agenda Item No. 6. for the Alternative Expenditure Limitation, pro and con statements; and

WHEREAS, the item listed immediately following the Alternative Expenditure Limitation item was Item No. 6.E., which also dealt with pro and con statements, but for Southwest Gas Franchise Agreement; and

WHEREAS, the references to the Southwest Gas Franchise were written on the Agenda Item Review form No. 6.E. and in the caption for Resolution No. 2310; and

WHEREAS, at the Council Meeting on May 22, 2024, Item No. 6.E. was called immediately following Item No. 6.D. in order of the agenda, and the call was about Southwest Gas franchise, and the verbal presentation referenced the Southwest Gas franchise; and

WHEREAS, the purpose of this Resolution is to correct the written record for Section 1 of Resolution No. 2310 where the scrivener's error occurred.

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

Section 1: The City Council finds that a scrivener's error was made in Resolution No. 2310 in that (1) the mistake is clearly obvious a typographical error (also known as scrivener's error) in the drafting of the resolution, and (2) no one has relied upon the erroneous reference to "Alternative Expenditure Limitation" in Section 1 of Resolution No. 2310, nor will anyone be harmed by correcting the record.

Section 2: The City Council orders by this Resolution that Section 1 of Resolution 2310 be corrected to the intended "Southwest Gas Franchise Agreement" replacing and superseding the words "Alternative Expenditure Limitation."

Section 3: The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Resolution.

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

Section 5: If any section, subsection, sentence, clause, phrase, or portion of Resolution No. 2243 is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Resolution

No. 2310

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ESTABLISHING DEADLINES FOR PRO AND CON STATEMENTS FOR THE NOVEMBER 5TH, 2024 GENERAL ELECTION BALLOT ON THE SOUTHWEST GAS FRANCHISE AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, on February 14, 2024, through Resolution No. 2303, the City Council ordered that the General Election be held on November 5, 2024, to include on the ballot the Southwest Gas Franchise agreement; and

WHEREAS, this Resolution No. 2310 is needed to set the deadline for the pro and con statements so that they may be included in the publicity pamphlet with the ballot; and

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

Section 1: The City Council authorizes the City City Clerk to request arguments for and against the Alternative Expenditure Limitation, which shall be submitted to the City Clerk no later than 6:00 p.m. on August 7, 2024.

Section 2: The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to Resolution No. 2310.

Section 3: The immediate operation of the provisions of this Resolution No. 2310 is necessary for the preservation of the public peace, health, and safety of the City of San Luis because, under Arizona law, the notice of public hearings must be published in a newspaper for two consecutive weeks, with the first publication no later than June 8, 2024, leaving insufficient time to allow for the thirty days for the Resolution to become effective.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of May 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. E.

Meeting Date: 05/22/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2310. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, establishing deadlines for Pro and Con Statements for the November 5th, 2024, General Election Ballot on the Southwest Gas Franchise Agreement; and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)

SUMMARY:

The voters must approve the Southwest Gas Franchise Agreement. The Franchise Agreement expires this year. As part of the process, San Luis must request pro and con statements for the publicity pamphlet that goes with the ballot to explain the ballot question.

This Resolution No. 2310 sets the deadline for pro and con statements for August 7, 2024.

The resolution must pass as an emergency because the notice of the deadline must be published in a newspaper by June 8, 2024. Resolutions by Arizona Statute and City Code do not become effective for 30 days, and there are not 30 days between May 22 and June 8. So, it must be passed as an emergency so that it takes effect in time for publication.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2310 AND DECLARE AN EMERGENCY.

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



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, May 22, 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, 22 de Mayo 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



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 22, 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. PRESENTATIONS
 4. A. Presentation of New Executive Director of 4FrontED - Victor Remigio Martinez Cantu. **(Armando Esparza, Director of Economic Development and Government & Foreign Affairs)**
 4. B. Introduction of the Girl Scouts Troop 360, followed by their performance of the Girl Scouts Promise and Law, including closure with their Make New Friends song and Friendship Circle. **(Olivia Jenkins, Operations Coordinator and Girl Scouts Troop 360)**
 4. C. Presentation and recognition of the 2024 - 1st Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

5. CONSENT AGENDA

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

5. A. MINUTES OF

- Regular Council meeting held April 24, 2024
- Budget Retreat held April 26 & 27, 2024

5. B. DISBURSEMENTS FROM MAY 2, 2024 TO MAY 15, 2024

Total \$1,439,166.70

(One Million, Four Hundred Thirty-Nine Thousand, One Hundred Sixty-Six Dollars and Seventy Cents)

5. C. Discussion and possible action on any and all matters regarding ratification of the contract with the Arizona Interagency Farmworkers Coalition, Inc. for scholarships for students who are residents of San Luis for secondary education. **(Kay Marion Macuil, City Attorney and Jenny Torres, Acting City Manager)**

5. D. Discussion and possible action on any and all matters regarding the Small Business Development Center ("SBDC") Intergovernmental Agreement between San Luis and Arizona Western College per Council's Approval on July 19, 2023, of the request for funding for the Fiscal Year 2023-2024. **(Jenny Torres, Acting City Manager)**

5. E. Discussion and possible action on any and all matters regarding Order No. 2024-03. An Order of the Mayor and City Council of the City of San Luis, Arizona, (1) authorizing and directing the acquisition of all property necessary for the expansion of City Departments by dedication, donation, purchase, or exchange, and (2) authorizing the City Manager to take any and all actions in furtherance of the acquisitions. **(Jenny Torres, Acting City Manager)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding consideration of the Greater Yuma Economic Development Corporation's inclusion in the City Council's Contractual Services budget for the Fiscal Year 2024-2025. **(Jenny Torres, Acting City Manager)**

6. B. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2306. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending and adopting various fees for Permit and Applications related to Development Services and Public Works Departments. **(Jose A. Guzman, Director of Development Services and Eulogio Vera, Director of Public Works)**

- A. Open Public Hearing
 - 1. Staff Presentation
 - 2. Call to the public on this item
- B. Close Public Hearing
- C. Action on Resolution No. 2306

6. C. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to GCI Construction & Inspections, LLC for the construction of a new East Wastewater Treatment Plant Chlorine Building. **(Jorge Perez, Assistant Director of Public Works)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2309. A resolution of the Mayor and City Council of the City of San Luis, Arizona, initiating procedures for an Alternative Expenditure Limitation (also known as the Home Rule Option) by adopting a notice of public hearings, establishing a deadline for submission of pro and con statements for the November 5, 2024, General Election ballot; and declaring an emergency. **(Sonia Cornelio, City Clerk)**

(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2310. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, establishing deadlines for Pro and Con Statements for the November 5th, 2024, General Election Ballot on the Southwest Gas Franchise Agreement; and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)

7. SUMMARY OF CURRENT EVENTS

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

8. CALL TO THE PUBLIC

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

9. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. B.

Meeting Date: 06/05/2024

Department Head: Jenny Torres, Acting City Manager, Administration

Submitted By: Jenny Torres, Acting City Manager, Administration

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2024-03. An Order of the Mayor and City Council of the City of San Luis, Arizona, (1) authorizing and directing the acquisition of all property necessary for the expansion of City Departments by dedication, donation, purchase, or exchange, and (2) authorizing the City Manager to take any and all actions in furtherance of the acquisitions. **(Jenny Torres, Acting City Manager)**

SUMMARY:

On March 8, 2023, the San Luis City Council authorized the submission of an application to the Arizona State Land Department (ASLD) for 19.80 acres of land located on 4th Avenue and Union Street for the expansion of all departments. San Luis City Hall was built in 2007 with projected growth needs for ten years. Currently, the departments do not have sufficient office space at city hall to accommodate our employees' needs. Several departments moved out of City Hall and are currently conducting operations from other city buildings to allow additional office space for the departments remaining at city hall. The City is interested in expanding City Hall offices to accommodate the departments' needs and enhance the services provided to our residents. The City received a notice of public auction for the sale of 19.80 acres of state land to be auctioned to the highest and best bidder. The auction is scheduled to take place on Tuesday, June 11, 2024, at the Yuma County Courthouse.

The staff is requesting authorization to take any required action to complete the purchase of the property within the appraised value.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2024-03, AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS MAY BE NEEDED TO ACQUIRE SAID PROPERTY IN AN AMOUNT NOT TO EXCEED THE APPRAISED VALUE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$1,070,000.00

BUDGETED AMOUNT: \$1,500,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: G/L Account: 100-999-90015,
remaining funds \$1,500,000.00

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

The City budgeted \$1,500,000.00 in GL Account #100-999-90015 for the acquisition of the property and was approved by council at the meeting of 3/27/2024.

Attachments

Order No. 2024-03
Property Map
Property Appraisal
Auction Notice
Master Plan



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2024-03

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, (1) AUTHORIZING AND DIRECTING THE ACQUISITION OF ALL PROPERTY NECESSARY FOR THE EXPANSION OF CITY DEPARTMENTS BY DEDICATION, DONATION, PURCHASE, OR EXCHANGE, AND (2) AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL ACTIONS IN FURTHERANCE OF THE ACQUISITIONS.

WHEREAS, the City of San Luis, Arizona ("city") needs land to expand city departments to meet the growing demands of our community; and

WHEREAS, the City needs the land to improve the efficiency of the City's services to the community in the interests of the health and safety of the public; and

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, determine and find that the property to be acquired is necessary for these public purposes.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: It is deemed necessary and essential as a matter of public use and necessity that the city acquire the lands described in the attached Appraisal by CBRE Valuation and Advisory Services report dated November 18, 2023, Assessor's Parcel Number 226-01-005 for 19.80 gross acres.

Section 2: The Appraisal described in Section 1 above are incorporated into this order by this reference.

Section 3: City staff are directed to acquire the land described in the Appraisal for an amount not to exceed the appraised value, in order to expand the city hall complex and to enhance the services provided to our residents.

Section 4: The Mayor or, in the alternative, the Acting City Manager are both authorized to execute any documents necessary to carry out this order.

[Signature page follows]

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

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

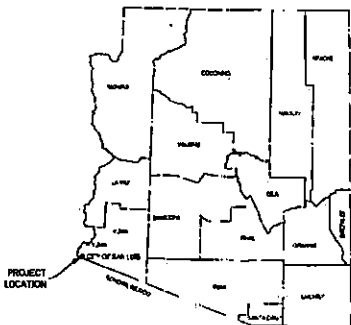
Kay Marion Macuil, City Attorney

CITY OF SAN LUIS RECORD OF SURVEY OF PROPOSED NEW CITY PROPERTY

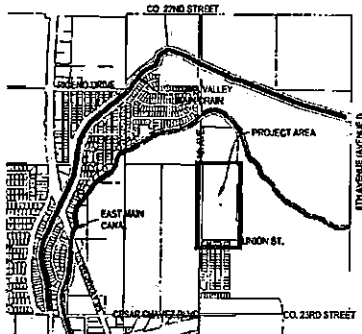
TO BE PURCHASED FROM ARIZONA STATE LAND DEPARTMENT
WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 11
SOUTH, RANGE 25 WEST, GILA AND SALT RIVER MERIDIAN YUMA COUNTY, ARIZONA



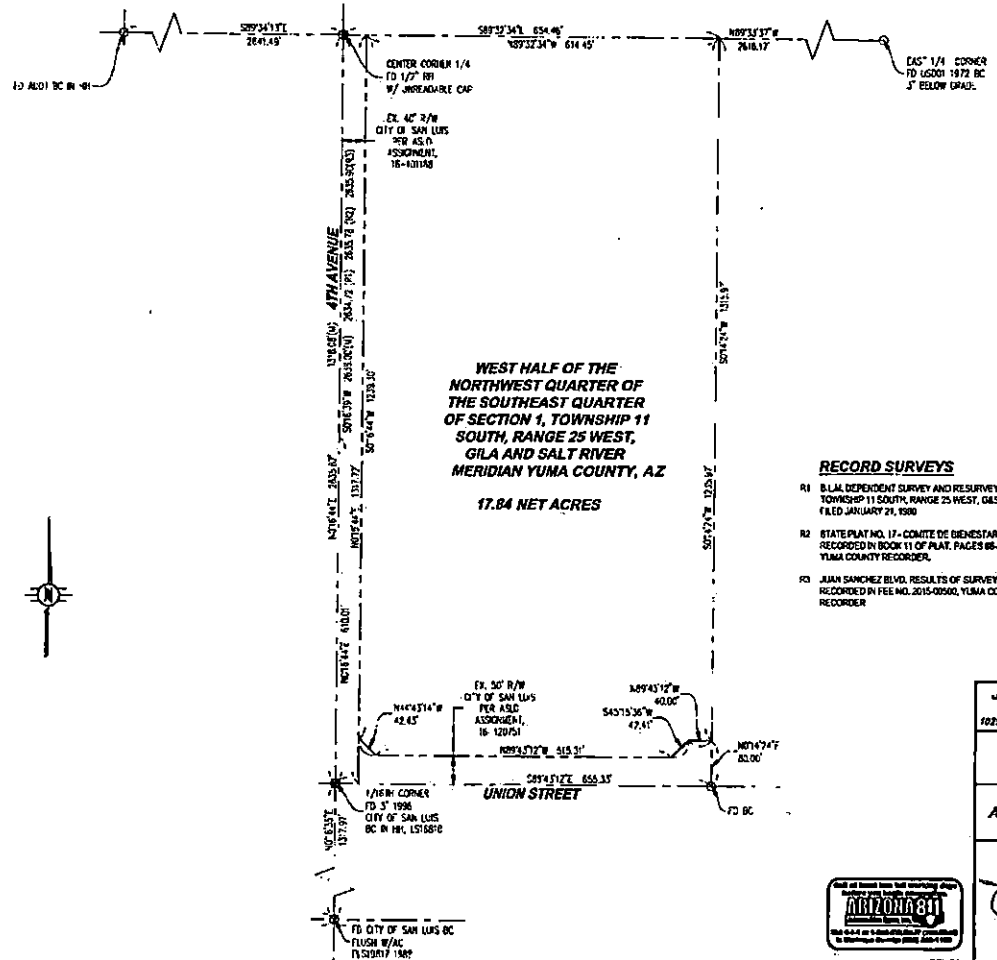
0 100 200
SCALE: 1" = 100'



LOCATION MAP
N15



SAN LUIS VICINITY MAP
N15



RECORD SURVEYS

- R1 B.L.M. DEPENDENT SURVEY AND RESURVEY OF TOWNSHIP 11 SOUTH, RANGE 25 WEST, GASPM, FILED JANUARY 21, 1990
- R2 STATE PLAT NO. 17 - COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLAT, PAGES 66-68, YUMA COUNTY RECORDER.
- R3 JUAN SANCHEZ BLVD. RESULTS OF SURVEY AS RECORDED IN FEE NO. 2015-05602, YUMA COUNTY RECORDER

LEGEND:

- (M) MEASURED DATA
- (R) RECORD DATA
- (C) CALCULATED DATA BASED ON PROPORTION OF RECORD DATA
- (F) FOUND SURVEY MONUMENT AS NOTED

**JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS**
1025 W. 27th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7829

CITY OF SAN LUIS

**RECORD OF SURVEY
ARIZONA STATE LAND DEPARTMENT
RIGHT-OF-WAY**



PREPARED FOR:
CITY OF SAN LUIS

DESIGNED BY: J.V.D.

DRAWN BY: R.C.

APPROVED BY: J.V.D.

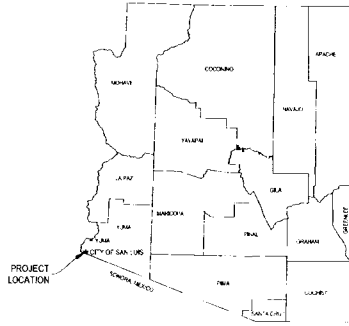
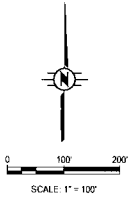
SHEET 0-1

NOVEMBER 18, 2022

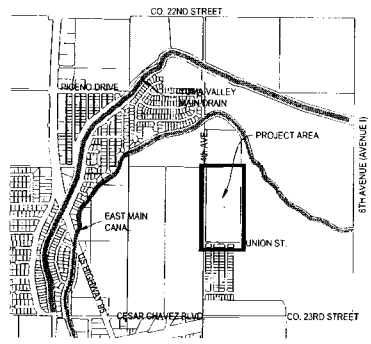


CSL-04

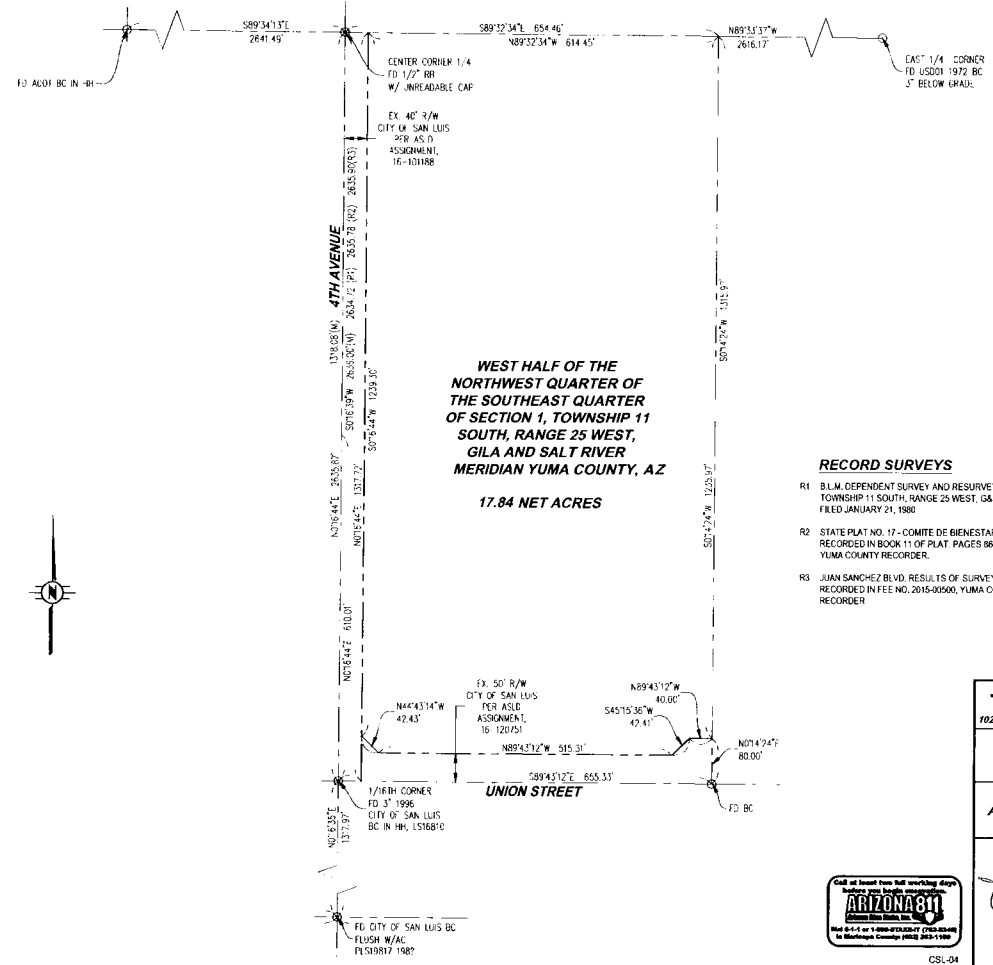
CITY OF SAN LUIS
RECORD OF SURVEY OF PROPOSED NEW CITY PROPERTY
 TO BE PURCHASED FROM ARIZONA STATE LAND DEPARTMENT
 WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11
 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER MERIDIAN YUMA COUNTY, ARIZONA



LOCATION MAP
NTS



SAN LUIS VICINITY MAP
NTS



**WEST HALF OF THE
 NORTHWEST QUARTER OF
 THE SOUTHEAST QUARTER
 OF SECTION 11, TOWNSHIP 11
 SOUTH, RANGE 25 WEST,
 GILA AND SALT RIVER
 MERIDIAN YUMA COUNTY, AZ**

17.84 NET ACRES

RECORD SURVEYS

- R1 B.L.M. DEPENDENT SURVEY AND RESURVEY OF TOWNSHIP 11 SOUTH, RANGE 25 WEST, GASRM, FILED JANUARY 21, 1980
- R2 STATE PLAT NO. 17 - DOMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLAT, PAGES 86-88, YUMA COUNTY RECORDER.
- R3 JUAN SANCHEZ BLVD. RESULTS OF SURVEY AS RECORDED IN FEE NO. 2015-00500, YUMA COUNTY RECORDER

LEGEND:

- (M) MEASURED DATA
- (R) RECORD DATA
- (C) CALCULATED DATA BASED ON PRORATION OF RECORD DATA
- FOUND SURVEY MONUMENT AS NOTED

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
 1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS

RECORD OF SURVEY
ARIZONA STATE LAND DEPARTMENT
RIGHT-OF-WAY

PREPARED FOR:
CITY OF SAN LUIS

DESIGNED BY: J.V.D.
 DRAWN BY: R.C.
 APPROVED BY: J.V.D.
 SHEET G-1
 NOVEMBER 16, 2022



CSL-04

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

17.84 NET ACRES OF UNDEVELOPED LAND
LOCATED AT THE NORTHEAST CORNER OF
4TH AVENUE AND UNION STREET
UNINCORPORATED YUMA COUNTY, ARIZONA
CBRE GROUP, INC. FILE NO. CB23US100971-1

ARIZONA STATE LAND DEPARTMENT
APPLICATION NO. 53-124170-00-100 (CITY OF SAN LUIS)

CBRE

November 28, 2023

R. Scott Sherwood
Appraisal Section Manager
ARIZONA STATE LAND DEPARTMENT
1616 West Adams Street
Phoenix, Arizona 85007

RE: An appraisal of 17.84 net acres (19.80 gross acres) of undeveloped land located at the northeast corner of 4th Avenue and Union Street, in unincorporated Yuma County, Arizona (Application No. 53-124170-00-100 City of San Luis))

Dear Mr. Sherwood:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject property involves 17.84 net acres (19.80 gross acres) of undeveloped land located on a county island within the San Luis city limits at the northeast corner of 4th Avenue and Union Street, unincorporated Yuma County, Arizona. The subject is also described as being part of Township 11S, Range 25W, Section 1. The appraised property is owned by the Arizona State Land Department (State Trust Land) and will be sold at a future public auction. The applicant intends to develop and expand the existing San Luis city hall complex on the site while keeping the city services in a strategic location. The subject property is more fully described, legally and physically, within the enclosed report.

The purpose of this appraisal is to develop an opinion of the “as is” market value of the fee simple interest in the subject property. The subject was inspected on October 19, 2023, which represents the effective date of value. The intended use of this report is to assist the **Arizona State Land Department** in its disposition and-or leasing decisions. In particular, the appraisal will assist in the establishment of the minimum bid price for a State Trust land auction. The intended users are the **Arizona State Land Department** and the **Board of Appeals**. Use by any other user is strictly prohibited. Notably, however, upon its acceptance by the State Land Commissioner, this appraisal may be used in connection with the marketing of the property and will be made available to the general public.

The “as is” market value is based on the following extraordinary assumptions: 1) there is no known archaeological significance found on the subject site; 2) there is no known geological significance found on the subject site; 3) there are no known environmental risks or hazardous conditions found on the subject site; and 4) there is legal access to the property.

The use of these extraordinary assumptions might have affected the assignment results.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
"As Is" Market Value	Fee Simple Estate	October 19, 2023	\$1,070,000

Compiled by CBRE

The "as is" market value conclusion for the subject's site of \$1,070,000 equates to \$59,978 per acre of net land area and \$54,040 per acre of gross land area.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter.

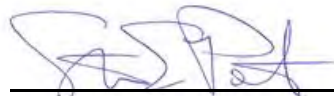
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with: the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP); the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the appraisal policies and procedures of the **Arizona State Land Department** (revised March 2020).

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and CBRE will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Steve Porter, MAI
Vice President
Arizona Certified General
Real Estate Appraiser No. 31677



Byron Bridges, MAI, MRICS
Director
Arizona Certified General
Real Estate Appraiser No. 31163



Thomas Raynak, MAI
Director
Appraiser Certified General
Real Estate Appraiser No. 30413

CBRE


Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the **Arizona State Land Department**.
9. As of the date of this report, Steve Porter, MAI, Thomas Raynak, MAI and Byron Bridges, MAI, MRICS have completed the continuing education program for Designated Members of the Appraisal Institute.
10. Byron Bridges, MAI, MRICS has made a personal inspection of the property that is the subject of this report; while Steve Porter, MAI and Thomas Raynak, MAI have not inspected the subject site.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Steve Porter, MAI, Thomas Raynak, MAI and Byron Bridges, MAI, MRICS have not provided services, as appraisers, regarding the property that is the subject of this report.
14. Steve Porter, MAI, Thomas Raynak, MAI and Byron Bridges, MAI, MRICS have the appropriate knowledge, education and experience to complete this assignment in a competent manner and have appraised properties of similar type. The reader is referred to the appraisers' Qualifications in the Addenda.



Steve Porter, MAI
Vice President
Arizona Certified General
Real Estate Appraiser No. 31677



Thomas Raynak, MAI
Director
Appraiser Certified General
Real Estate Appraiser No. 30413



Byron Bridges, MAI, MRICS
Director
Arizona Certified General
Real Estate Appraiser No. 31163

Subject Photographs









View of Subject Site Facing North from Southern Boundary



View of Subject Site Facing North/Northwest from Southeast Corner



View of Subject Site Facing East/Southeast from Northwest Corner



View of Subject Site Facing West/Southwest from Northeast Corner



View of Subject Site Facing West From Eastern Boundary



South Along 4th Avenue, Subject Site at Left



West Along Union Street, Subject Site at Right

Executive Summary

Property Description	The subject property involves 17.84 net acres (19.80 gross acres) of undeveloped land located on a county island within the San Luis city limits at the northeast corner of 4th Avenue and Union Street, unincorporated Yuma County, Arizona. The appraised property is owned by the Arizona State Land Department (State Trust Land). The applicant intends to develop and expand the existing San Luis city hall complex on the site while keeping the city services in a strategic location.
Client	Arizona State Land Department
Client Reference Number	ASLD Application No. 53-124170-00-100 (City of San Luis)
Assessor's Parcel Number	226-01-005
Zoning	RA-40, Rural Area, 40 Acre Minimum (Yuma County)
Highest And Best Use	Eventual residential development
Property Rights Appraised	Fee Simple Estate
Date of Report	November 28, 2023
Date of Inspection	October 19, 2023
Date of "As Is" Market Value	October 19, 2023
Estimated Exposure Time	One year, or less
Estimated Marketing Time	One year, or less
Buyer Profile	Residential developer

CONCLUDED MARKET VALUE

Appraisal Premise	Interest Appraised	Date of Value	Value
"As Is" Market Value	Fee Simple Estate	October 19, 2023	\$1,070,000

Compiled by CBRE

The "as is" market value conclusion for the subject's site of \$1,070,000 equates to \$59,978 per acre of net land area and \$54,040 per acre of gross land area.

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/Opportunities

- The subject property is surrounded by existing development and is located near the center of downtown San Luis, Arizona.
- The subject property benefits from being in close proximity to three schools, an aquatic center, and a public park.
- The subject has good access along collector and neighborhood streets with proximity to State Route 95 (Main Street) and State Route 195 (Cesar Chavez/Juan Sanchez boulevards), less than one-half mile away.
- The subject site has a rectangular configuration that is well-suited for a wide range of development possibilities.
- The subject site will be positively impacted by the new \$308 million governmental (U.S.) project to modernize and expand the San Luis I Land Port-of-Entry. This project is to expand the port to allow for higher traffic volumes, including pedestrian traffic, and improve its efficiencies overall.
- The subject site is located approximately 1.5 miles northeast of the San Luis I Land Port-of-Entry, the second busiest non-commercial port in Arizona. Additionally, San Luis is served by

another land port-of-entry along the Arizona/Mexico border known as San Luis II, which is primarily reserved for commercial use.

Weaknesses/Threats

- Upon development of the subject site, significant half-street improvements are required along 4th Avenue and Union Street frontage.
- The subject property will most likely need to be annexed into the city of San Luis upon development.
- San Luis is a small tertiary market where commercial land development is somewhat limited.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”¹

- The “as is” market value is based on the following extraordinary assumptions: 1) there is no known archaeological significance found on the subject site; 2) there is no known geological significance found on the subject site; 3) there are no known environmental risks or hazardous conditions found on the subject site; and 4) there is legal access to the property.

The use of these extraordinary assumptions might have affected the assignment results.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”²

- None noted.

¹ The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2023)*

² The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2023)*

Table of Contents

Certification	i
Subject Photographs.....	ii
Executive Summary	ix
Table of Contents	xi
Introduction	1
Area Analysis	9
Neighborhood Analysis	15
Site Analysis	24
Zoning	31
Market Analysis	34
Highest and Best Use	41
Sales Comparison Approach	43
Assumptions and Limiting Conditions	52

ADDENDA

- A Definitions
- B Comparable Land Sales
- C Engagement Letter
- D Qualifications

Introduction

PROPERTY IDENTIFICATION

The subject property involves 17.84 net acres (19.80 gross acres) of undeveloped land located on a county island within the city of San Luis, at the northeast corner of 4th Avenue and Union Street in unincorporated Yuma County, Arizona. The difference between the gross and net acreage is the utility and public road rights-of-way along 4th Avenue and Union Street. The subject is also described as being part of Township 11S, Range 25W, Section 1. The appraised property is owned by the Arizona State Land Department (State Trust Land) and will be sold at a future public auction. The applicant intends to develop and expand the existing San Luis City Hall complex on the site while keep the city services in a strategic location. **Of note, the subject site will be annexed into the city of San Luis upon development.**

The legal description pertaining to the subject property is presented as follows.

LEGAL DESCRIPTION

OF A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (W1/2 NW1/4 SE1/4) OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER ¼ CORNER OF SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE S89°32'21"E ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID 1 A DISTANCE OF 654.44 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE S0°14'24"W ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1315.97 FEET;

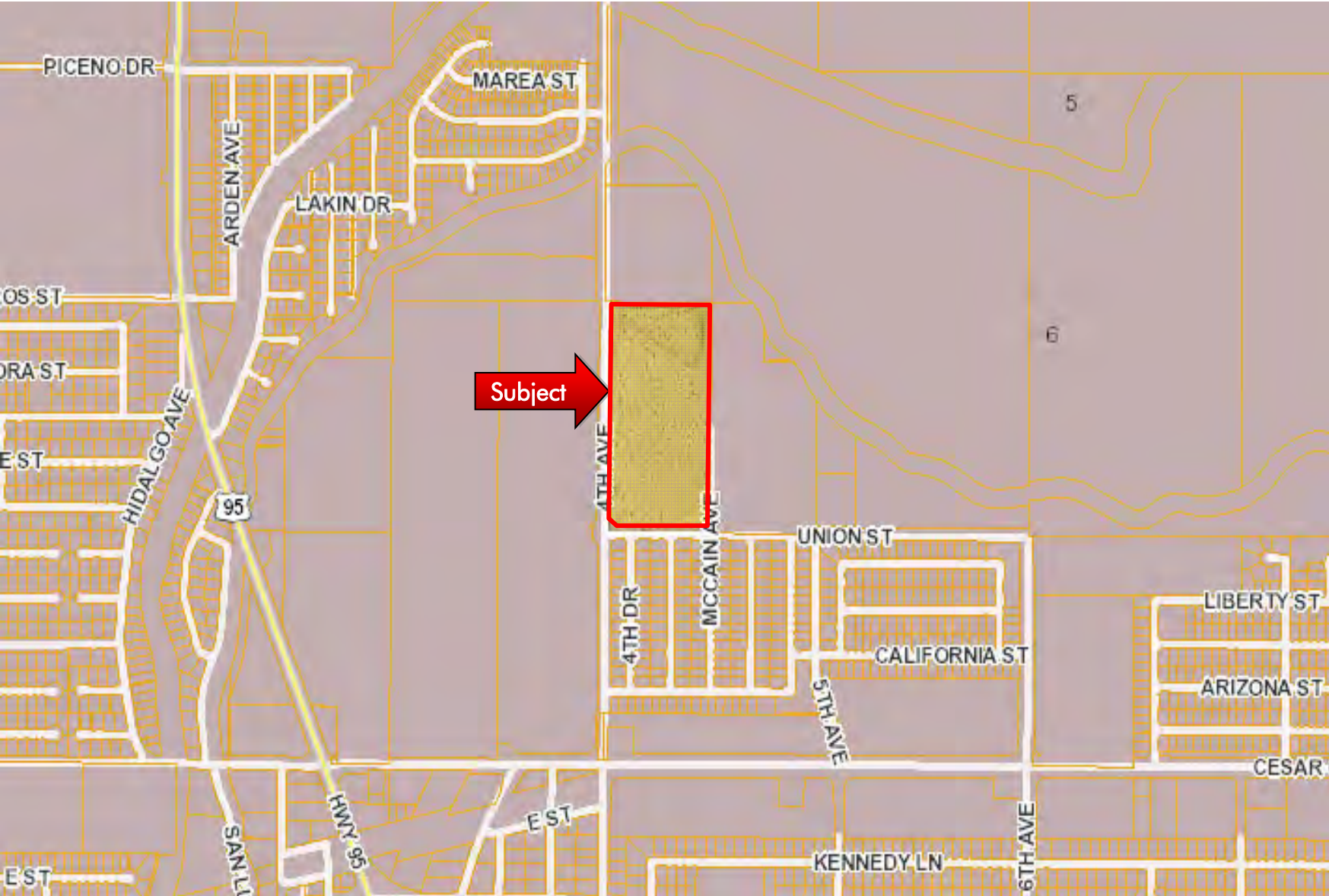
THENCE N89°43'12"W ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 655.33 FEET;

THENCE N0°16'44"E ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1318.03 FEET TO THE TRUE POINT OF BEGINNING,

CONTAINING AN AREA OF 862,477 SQUARE FEET (19.80 ACRES) MORE OR LESS.

The appraised property may also be identified as Yuma County Assessor's parcel number 226-01-005. *The Assessor's plat map, showing the location and configuration of the subject site (outlined in red), is presented on the following page and is followed by several additional exhibits provided by the Arizona State Land Department, which further indicate the location of the subject property.*

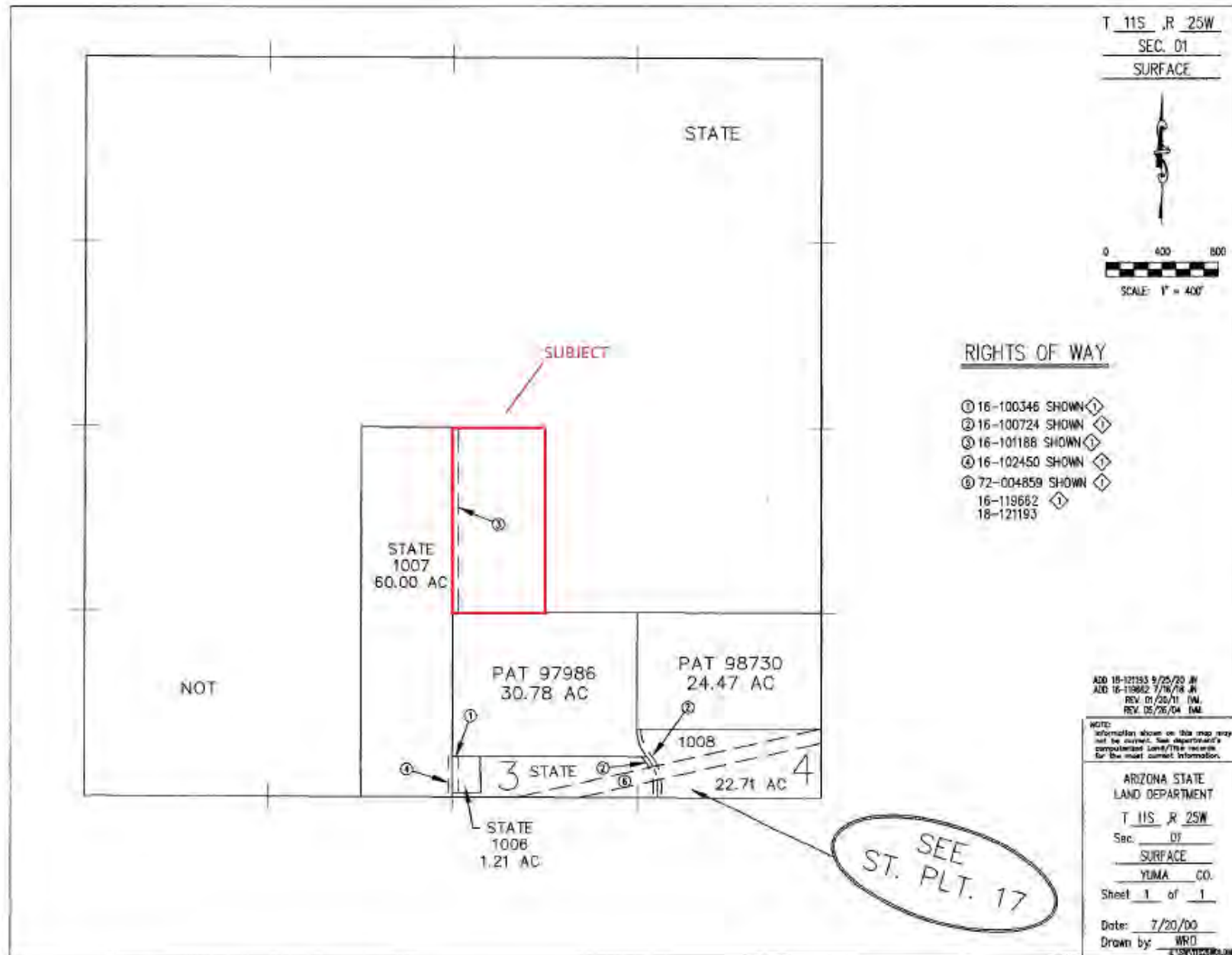
Assessor's Plat Map



1
NEC of 4th Avenue and Union Street, Unincorporated Yuma County, Arizona

Application No. 53-124170-00-100





OWNERSHIP AND PROPERTY HISTORY

According to public records, the subject property is owned in trust by the **Arizona State Land Department**. There has been no known sales activity pertaining to the appraised property during the past three years. Additionally, the subject is not actively being marketed for sale, nor is the property known to be encumbered by any purchase agreements.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the “as is” market value of the fee simple interest in the subject property.

CLIENT

The client is the **Arizona State Land Department**.

INTENDED USE OF REPORT

This appraisal is to be used to assist the **Arizona State Land Department** in its disposition and-or leasing decisions. In particular, the appraisal will assist in the establishment of the minimum bid price for a State Trust land auction. No other use is permitted.

INTENDED USER OF REPORT

The intended user is the **Arizona State Land Department and Board of Appeals**. Use by any other user is strictly prohibited. Notably, however, upon its acceptance by the State Land Commissioner, this appraisal may be used in connection with the marketing of the property and will be made available to the general public and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser’s responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

DEFINITION OF VALUE

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable

³ Appraisal Institute, *The Appraisal of Real Estate*, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.⁴

INTEREST APPRAISED

The value estimated represents fee simple interest and defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied. CBRE, Inc. completed the following steps for this assignment:

Extent To Which The Property Is Identified

The property is identified through the following sources:

- Legal Description
- Public records
- ALTA Survey
- Information provided by the Arizona State Land Department

Extent To Which The Property Is Inspected

The extent of the inspection included a physical inspection of the subject site and surrounding area on October 19, 2023.

Type And Extent Of The Data Researched

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics
- market data
- comparable land sales data

⁴ Appraisal Institute, *Uniform Appraisal Standards For Federal Land Acquisitions (UASFLA) (Fifth Edition)*, 13.

⁵ Appraisal Institute, *Dictionary of Real Estate Appraisal*, 78.

Type And Extent Of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.

Data Resources Utilized in the Analysis

DATA SOURCES	
<i>Item:</i>	<i>Source(s):</i>
Site Data	
Size	Arizona State Land Department, ALTA Survey, and Yuma County Assessor
Flood Zone	FEMA and Yuma County
Zoning	City of San Luis
Assessments & Taxes	Yuma County Assessor/Treasurer
Economic Data	
	ESRI; US Bureau of Labor Statistics; ADOT; CBRE Research; and CBRE Econometrics Advisors
Comparable Land Sales Data	
	CoStar, Inc.; Vizzda; public records; and market participants
Compiled by CBRE	

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Cost Approach

The Cost Approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Income Approach

The Income Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an

income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the Income Approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

In the valuation of the subject site, only the Sales Comparison Approach to value is employed as the property involves undeveloped land.

EXPOSURE TIME AND MARKETING TIME

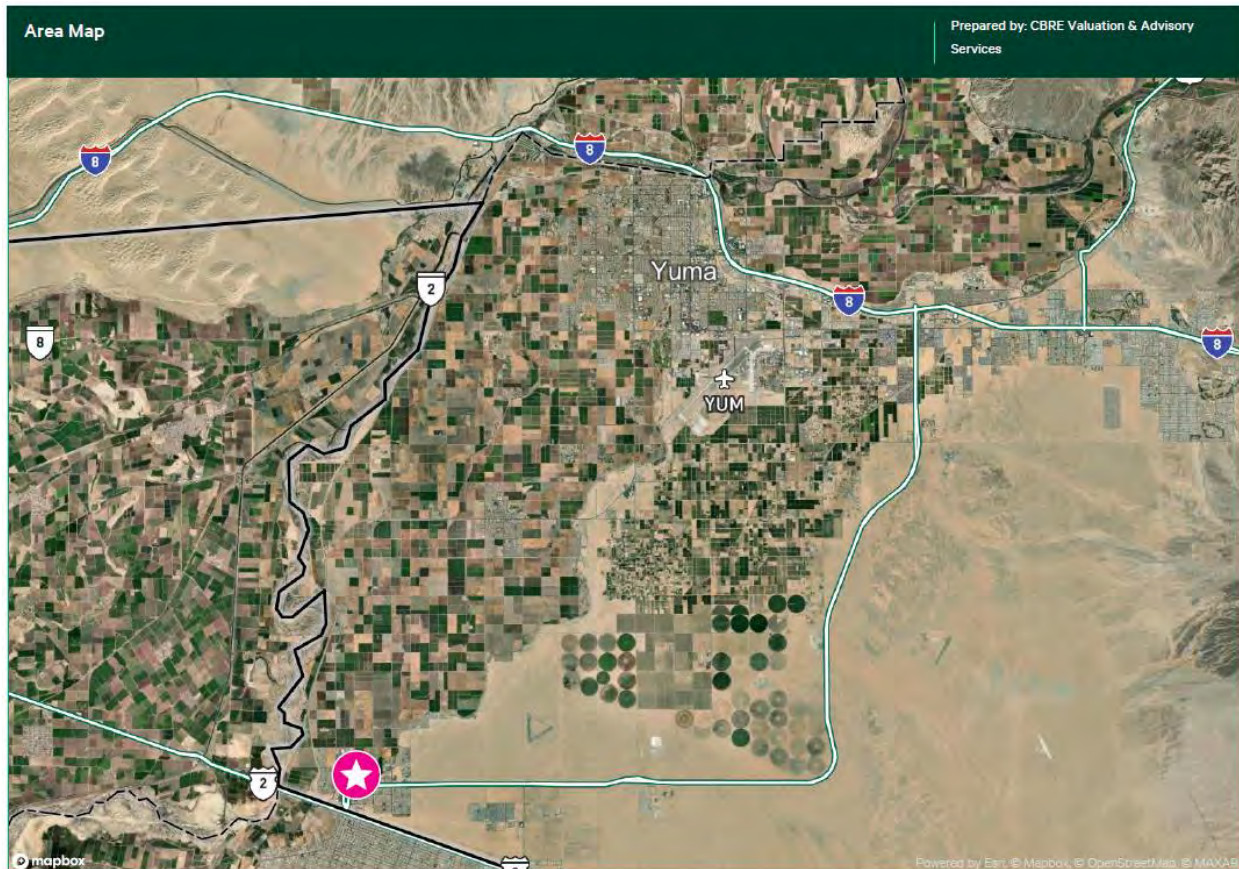
Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure time and marketing time are a function of price, time, and use. It is not an isolated estimate of time alone.

In consideration of the factors noted above, we have analyzed the following in determining an exposure time and marketing time for the subject site:

- exposure times for comparable land sales employed within this appraisal;
- current and anticipated supply and demand; and
- the opinions of market participants

Based on exposure times of the land sales data employed within this analysis, continued demand for multi-family land, and discussions with brokers active in the metropolitan Phoenix apartment market, the value opinion pertaining to the subject site is predicated upon an exposure time of one year or less, assuming the site is adequately marketed at a price commensurate with the value conclusion. A marketing time of one year or less is also anticipated for the subject site based on the foreseeable market conditions projected to exist over the next approximate one-year period.

Area Analysis



YUMA COUNTY

The subject is located in Yuma County, which is in the southwestern corner of the state of Arizona. As of the 2010 census, the county had a population of 195,751. The estimated 2020 population is 214,176, indicating an average annual increase of 0.90% or a total increase of 9.41%. The county seat is the City of Yuma.

YUMA COUNTY PROFILE

Yuma County encompasses 5,519 square miles and is bordered to the west by the Colorado River, the U.S./Mexico border to the south, La Paz County to the north and Maricopa and Pima Counties to the east. The county was one of four original Arizona Counties created by the 1st Arizona Territorial Legislature. Its original boundaries remained the same until 1982, when La Paz County was created from its northern half. The original county seat was the city of La Paz until 1871 when it was moved to Arizona City, later renamed Yuma in 1873. There are currently four incorporated communities in the county, which include Yuma, Somerton, San Luis and Wellton.

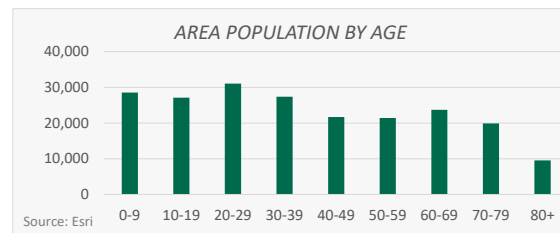
Much of Yuma County is desert land surrounded by rugged mountains. The valley regions, however, contain an abundance of arable land, which is irrigated with Colorado River water. These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by intricate series of dams and canals. The county encompasses nearly 5,500 square miles in southwestern Arizona.

Some of the attractions in Yuma County are the Historical Territorial Prison, and the Yuma Crossing Historic Park. Other interests include the Kofa Mountain Range and Wildlife Refuge, the Colorado River, and Martinez and Mittry Lakes.

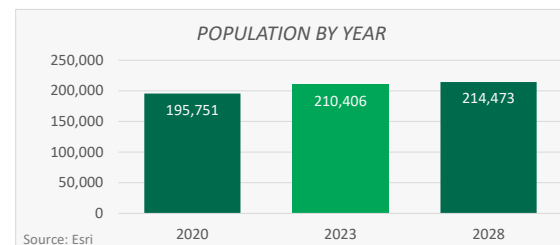
The subject is located in the Yuma, AZ Metropolitan Statistical Area. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 210,406 and a median age of 37, with the largest population group in the 20-29 age range and the smallest population in 80+ age range.

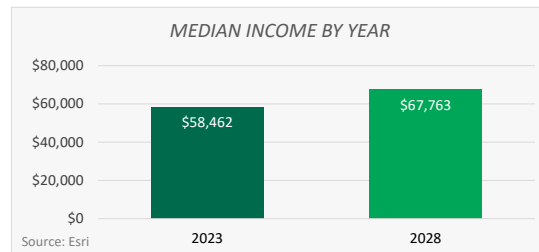


Population has increased by 14,655 since 2020, reflecting an annual increase of 2.4%. Population is projected to increase by an additional 4,067 by 2028, reflecting 0.4% annual population growth.



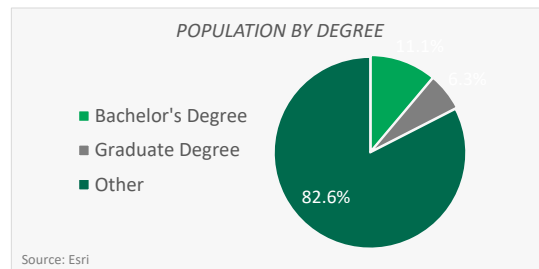
INCOME

The area features an average household income of \$78,207 and a median household income of \$58,462. Over the next five years, median household income is expected to increase by 15.9%, or \$1,860 per annum.

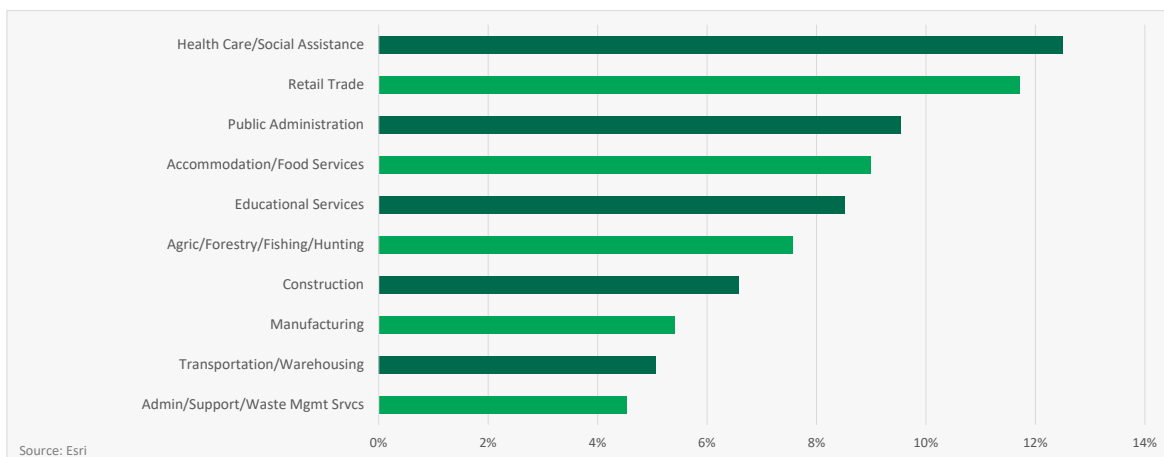


EDUCATION

A total of 17.4% of individuals over the age of 24 have a college degree, with 11.1% holding a bachelor's degree and 6.3% holding a graduate degree.



EMPLOYMENT



The area includes a total of 73,766 employees and has a 19.0% unemployment rate. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Public Administration, which represent a combined total of 34% of the population.

ECONOMIC OVERVIEW

Leading industries in the county include transportation/distribution, Maquila, food technology and agribusiness, aviation and defense testing, industrial manufacturing and renewable energy. Located on the border of four states (Arizona; California; Sonora, Mexico; and Baja, Mexico) and two countries (US and Mexico), Yuma is a natural transportation hub with over 52 million consumers within a one-day truck haul east/west via Interstate 8 or north/south via U.S. Highway 95.

Maquila or twin plant manufacturing operations in a free trade zone, where factories import material and equipment on a duty-free and tariff-free basis for assembly, processing, or manufacturing and then export the assembled, processed and/or manufactured products, sometimes back to the raw materials' country of origin. Several Maquila companies in the area include TSE Brakes, BOSE, Daewoo, SANA International, POTECH, and GPI.

Food technology and agribusiness in Yuma is a \$3.2 billion/year industry. Yuma's agribusiness sector is responsible for supplying the United State with 80% of its winter, leafy vegetables while also being the largest producer of crops in the State of Arizona. The University of Arizona-Yuma Agricultural Extension offers multiple degrees in Food Production, Food Management and Food Safety. Major employers in agribusiness include Advanced Cooling Systems, Americas Choice, DS-Yuma Cooling LLC, Earthbound Farm Organic, Fresh Leaf Farms, Associated Citrus Packers, Inc., Marlin Packing Co., Mission Citrus, Datepac, and Medgood Dates Marthas Gardens.

Yuma is home to two of the largest military installations in the United States. The U.S. Army Yuma Proving Ground is the nation's premier ground and weapons testing facility. YPG is capable of testing all series of Unmanned Aerial Systems (UAS) and has the distinguished title of logging more air flying time than other locations in the world. Multiple flight and testing ranges along with a support staff of UAS personnel can accommodate any flight testing available on the market.

Marine Corps Air Station – Yuma is the country's foremost Marine Air Base with an enlisted population of 10,000+ pilots, aviation technicians, and aeronautic mechanics. On average 1,000 Marines exit MCAS-Yuma on annual basis with certifications and degrees in aviation maintenance and repair.

The Yuma area is home to Fortune 500 companies such as Johnson Control, Shaw Carpets, Associated Materials, and International Paper. Yuma has become a strategic location for prominent manufacturing operations on the west coast. Industrial users find Yuma ideal with abundant supply chain resources and a logistical advantage over similar metropolitan communities on the west coast.

The area has become a hot bed for solar development due to Arizona's Renewable Portfolio Standard (RPS) demands that 15% of the state's energy generate from renewable sources by 2025 and California's Renewable Portfolio Standard (RPS) requiring the nation's most aggressive mandate of 33% by 2025. The radiant temperature scale of 7.8 also makes Yuma one of the premiere radiation sites in the world for solar plants. Companies such as First Solar, Arizona Public Service and Bright Source are at different stages of their utility scale developments which incorporate varying technologies for power generation.

FARMING

Agriculture will provide very little support because of price pressures and an ongoing water shortage. The Reclamation Bureau notes that the Lower Colorado River, which feeds Yuma, is in

the midst of the driest 18-year period on record, with reservoir levels declining. Stakeholders along the watershed have been forced to cut usage. Yuma's lettuce farmers have coped relatively well, implementing water-saving technology such as drip irrigation. Nonetheless, water is a constant issue for the area, and agriculture expansion has suffered. Farmers have added few new positions recently, and farm output fell in 2018. Prices received by farmers had a slight rebound in 2019 and 2020. In Arizona, farm proprietors' income stalled 2018 after plummeting in 2017. The slowdown has hurt Yuma's factory segment, which primarily makes pesticides and fertilizers for nearby farms. Further out, new technologies will protect farm output while reducing the need for a large workforce.

MILITARY

Yuma's military bases will not add troops in the short term but will provide a stable bedrock of consumer and housing demand. The metro area is home to two major military bases, making service members and their families a crucial part of the local workforce and consumer demand. The Army's Yuma Proving Ground is a major testing site for explosives, and the Marine Corps Air Station is home to the only domestic search-and-rescue team. Since both bases fill a strategic niche, cuts are not on the horizon. At the same time, without any foreign wars or new initiatives, an increase in troops is similarly unlikely. Any inflammation of tension with North Korea could lead to a shift of troops from eastern to western bases, but so far, the military strategy has been to move troops to Pacific rather than mainland bases. Consumer services will mirror moves in the military, keeping payrolls steady.

HEALTHCARE

Following a steep downward revision in 2017, healthcare and social assistance employment in Yuma began expanding in 2018 and 2019 followed by declining activity through 2020. The metro area will still benefit from new residents with mid- and high-wage jobs. Further out, Yuma's status as a magnet for retirees will boost demand. Growth in the 65 or over demographic, easily the biggest consumers of medical services, is expected to outpace that in the nation over the long term.

CONCLUSION

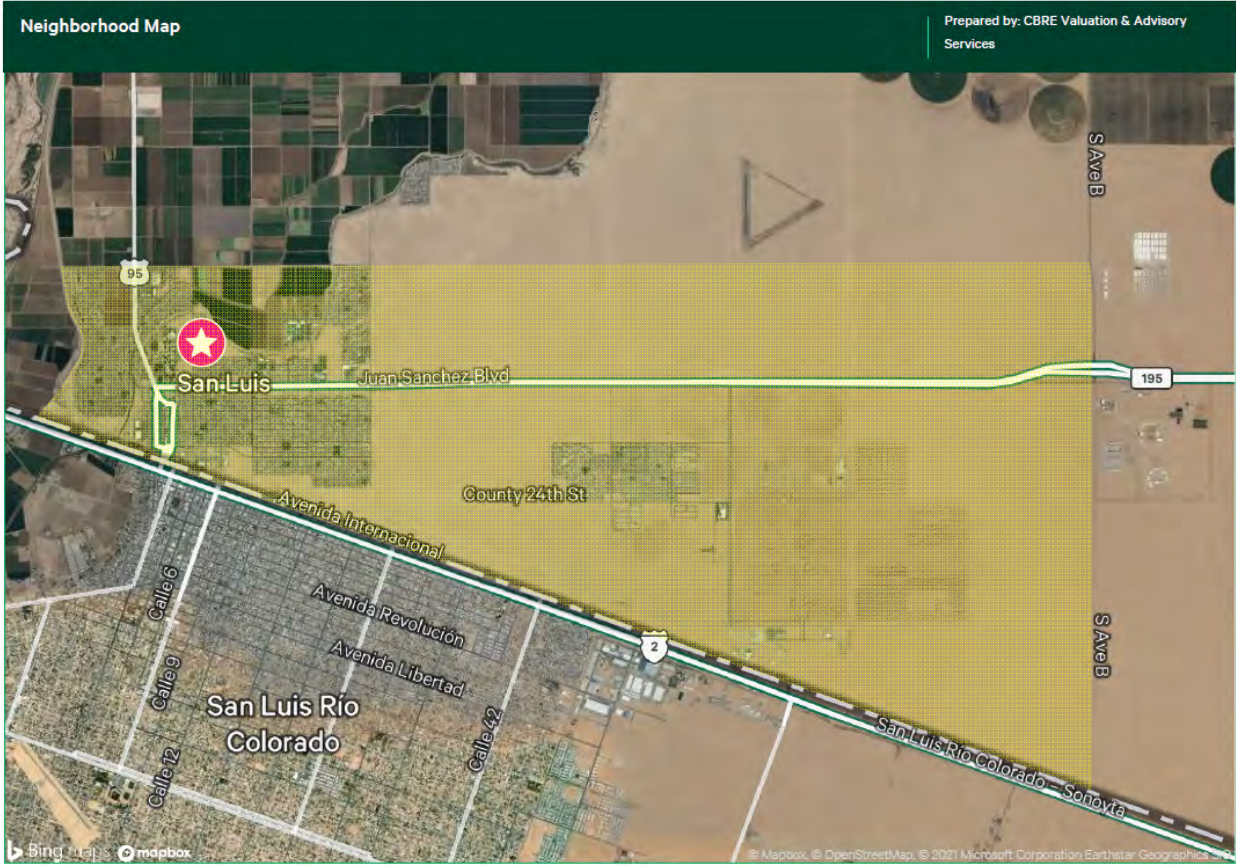
The City of Yuma is the largest city in Arizona outside of the metro areas of Phoenix and Tucson. The climate and strategic location bring most people to the area. It is said that winter visitors flock to the area with the population nearly doubling from the months of January, February and March. The local economy is boosted by two major defense facilities, a highly progressive inter-state regional medical facility, a \$3.2 billion agribusiness industry and a growing industrial development sector.

While unemployment rates are declining throughout the region, the unemployment rate remains significantly higher than any other area in the State of Arizona or the United States. A current

unemployment rate of 13.7% (September 2023) indicates that the market continues to suffer from the residual effects from the COVID-19 pandemic. Market conditions are improving with increasing employment and increased projections in residential development. Much of the growth in the county is currently occurring in San Luis and Somerton, where population growth from 2000 to 2010 was nearly 69% in San Luis and about 67% in Somerton.

Yuma MSA (Yuma Co.) Monthly Summary	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
<i>Labor Force, Thousands, Seasonally Adjusted, Local Area Unemployment Statistics, U.S. Bureau of Labor Statistics</i>						
Civilian Labor Force	95,538.1	100,014.8	99,718.3	100,596.0	102,609.9	99,939.4
% Chg from Year Ago	-2.7% ↓	1.0% ↑	-0.1% ↓	0.4% ↑	-0.5% ↓	-2.7% ↓
Employment	86,581.1	88,243.9	88,452.9	87,652.3	88,307.0	86,987.4
% Chg from Year Ago	1.5% ↑	3.4% ↑	2.9% ↑	1.8% ↑	2.3% ↑	-0.1% ↓
Unemployment	9,650.4	11,892.8	11,886.7	13,433.0	14,304.7	13,682.7
% Chg from Year Ago	-30.8% ↓	-11.6% ↓	-16.5% ↓	-6.0% ↓	-11.8% ↓	-15.4% ↓
Unemployment Rate	10.1	11.9	11.9	13.4	13.9	13.7
Chg from Year Ago	-4.1 ↓	-1.7 ↓	-2.3 ↓	-0.9 ↓	-1.8 ↓	-2.1 ↓
<i>Earnings, \$, Not Seasonally Adjusted, Current Employment Statistics, U.S. Bureau of Labor Statistics</i>						
Avg. Hourly Earnings (Private Sector)	25.08	25.56	26.09	25.78	26.76	27.71
% Chg from Year Ago	5.0% ↑	8.1% ↑	11.6% ↑	7.7% ↑	12.7% ↑	13.8% ↑
<i>Nonfarm Payroll Jobs, Thousands, Seasonally Adjusted, Current Employment Statistics, U.S. Bureau of Labor Statistics</i>						
Total Nonfarm Jobs	60.4	60.9	61.3	61.1	61.0	61.2
% Chg from Year Ago	-0.2% ↓	0.2% ↑	1.2% ↑	0.7% ↑	0.0% →	0.5% ↑

Neighborhood Analysis



LOCATION

The subject is located at the northeast corner of 4th Avenue and Union Street, in San Luis, near 1.5 miles northeast of the San Luis I Port-of-Entry (Arizona/Mexico border). The following table summarizes the neighborhood characteristics, while a map of the area is presented above.

NEIGHBORHOOD CHARACTERISTICS		
Location:	(urban, suburban, rural)	Suburban
Built-Up:	(>75%, 25-50%, <25%)	25% - 75%
Growth Rate / Change:	(rapid, stable, slow)	Slow
Change in Present Land Use:	(not likely, likely*, taking place*)	Taking Place *
(*) From:	<u>Vacant Land</u>	to <u>Residential/Comm./Ind.</u>
Neighborhood Boundaries		
North:	County 22nd Street	
South:	Arizona/Mexico Border	
East:	Avenue B	
West:	Canal Drive	
Source: CBRE		

RESIDENTIAL DEVELOPMENT

The city of San Luis was founded in 1930 with the opening of a border-crossing station and incorporated in 1979. In the last forty years, it has registered an accelerated population increase, going from 1,946 inhabitants in 1980 to approximately 37,000 in the year 2021. This substantial increase is partly due to the abundance of affordable housing, which attracts new residents.

Price ranges and trends for the single-family housing market within the defined neighborhood are summarized in the following table.

NEIGHBORHOOD HOUSING TRENDS			
Property Values:	<i>(increasing, stable, declining)</i>		Stable
Demand/Supply:	<i>(shortage, in balance, oversupply)</i>		In Balance
Marketing Time:	<i>(< 3 months, 3-6 months, > 6 months)</i>		3 - 6 Months
	Low	High	Predominant
Price:	\$100,000	\$350,000+	\$200,000
Age (Years):	1 Year	55+ Years	10-30 Years
Source: CBRE			

Based on data extracted from public records, single-family homes within the defined neighborhood generally range in price from approximately \$100,000 to over \$350,000, with an overall average near \$200,000.

CITY OF SAN LUIS OVERVIEW

San Luis is located in the southwest corner of the state, directly adjacent to the Colorado River and Mexico's Federal Highway 2. It was the second fastest-growing city or town in Arizona from 1990 to 2000. According to 2020 Census Bureau estimates, the city's population was 34,398, a 34.87% increase from 2010. The city annexed over 16,000 acres (65 km²) of land between 2006 and 2012, thereby increasing the availability of land for residential, commercial, and industrial growth in the eastern part of town, where the new commercial port of entry will be constructed. San Luis is part of the Yuma Metropolitan Statistical Area. Retail trade, agriculture, and manufacturing form a large portion of the local economy. Another significant segment is the light industry located on both sides of the U.S./Mexico border. San Luis is an excellent site for labor-intensive manufacturing and assembly plants. Major Employers in the area include Gadsden Elementary School District, ACT Advanced Call Center Technologies, Arizona State Prison Complex – Yuma, Factor Sales, Walmart, and the city of San Luis.

Visitor attractions within a 30-minute drive of San Luis include the old Territorial Prison, Fort Yuma and the 16th century Fort Thomas Mission. Laguna, Imperial and Morelos Dams and the California sand dunes are also nearby. Fishing, water skiing and swimming at lakes along the Colorado River attract residents of the area and tourists alike. Located across the border is San Luis, Sonora, Mexico, reputed to be Mexico's fastest-growing city with a population of

approximately 200,000. This area has curio shops, night clubs and various other attractions for tourists.

The city of San Luis is served by Gadsden Elementary School District #32, Yuma Union High School District #70, Harvest Preparatory Academy, PPEP TEC High Schools, Arizona Western College and Arizona State University. The elementary schools are Gadsden Elementary, Rio Colorado Elementary, Arizona Desert Elementary, Ed Pastor Elementary, Cesar Chavez Elementary, and Desert View Elementary, San Luis Middle School and Southwest Jr. High. All the Gadsden elementary schools are Performing Plus Schools as identified by the state of Arizona rating system. Only Gadsden Elementary School is at the performing level. San Luis High School, part of the Yuma Union High School District, serves over 2,000 high school students from the Gadsden Elementary District. Harvest Preparatory Academy is a new addition to San Luis, which opened its doors in August 2009.

Students in the 7th and 8th grades enroll in college courses through Arizona Western College with many students successfully completing college pre-calculus in the eighth grade. Gadsden students also attend various universities throughout the country during the summer in cooperation with Johns Hopkins University. In 2011, over 140 students qualified for university courses. In 2010, Gadsden students earned over \$200,000 in college scholarships. In 2011, 21 students in 5th and 6th grades also qualified for summer university coursework. Gadsden Elementary School District serves over 5,000 pre-school through eighth-grade students and is known for its marching band, jazz band and mariachi. The district has been recognized for 7th and 8th grade students taking the college level ACT college entrance examination. Arizona State University provides undergraduate and graduate education certification and degree program in partnership with Gadsden Elementary School District at Southwest Junior High.

San Luis I Land Port-of-Entry

As of June 2023, the U.S. General Services Administration (GSA) and the U.S. Department of Homeland Security - Customs and Border Protection (CBP) launched a \$308 million project to modernize and expand the San Luis I Land Port-of-Entry in Arizona. This project is funded by the Bipartisan Infrastructure Law and the Inflation Reduction Act. It will replace the 1980s infrastructure with new buildings, increase inspection capacity, and enhance security. The project will double the number of vehicle inspection lanes, install a canopy, and incorporate the latest inspection technology. It will also boost pedestrian inspection capacity, improve sustainability, and support environmental goals.

The San Luis I Port-of-Entry is currently the second busiest non-commercial port in Arizona, serving millions of drivers and pedestrians annually. Once completed, it will increase both pedestrian and vehicle inspection capacity, alleviate congestion, and contribute to the local economy by creating jobs. The project aims to achieve net-zero energy consumption and sustainability through features like solar panels, energy-efficient systems, and low-embodied carbon materials.

San Luis II Land Port-of-Entry

San Luis II Land Port-of-Entry is a commercial port of entry and was opened in 2010 in an effort to divert the commercial truck traffic and ease congestion. This port is located toward the eastern portion of San Luis and only accepts commercial trucks entering the United States for inspection between San Luis, Arizona, and San Luis Rio Colorado, Sonora.

SAN LUIS RIO COLORADO, SONORA, MEXICO

San Luis Rio Colorado is located just south of subject property across the U.S./Mexico border and has an estimated population of 196,332 (2020). The city is the fourth largest community in Sonora. The community was once an important inland port for steamers traveling the Colorado from the Gulf of California. Since the early 1900s the Colorado has been completely or nearly completely drained for irrigation. San Luis Rio Colorado is home to four regional medium-wave radio broadcast stations, among them 1350 AM, all of which are popular long-distance reception targets for medium wave DX radio enthusiasts. The economy is heavily influenced by industrial and manufacturing industries. Maquila factories in San Luis Rio Colorado include TSE Brakes, Daewoo Electronics, Bose, SANA International, OPTECH, and Gaming Partners International.⁶ Companies such as Bose and Sana International have more than 20 years invested in the community. There are also over 1,200 international factories operating in the region serving industries such as aerospace, medical, electronics, logistics, packing, textile, food processing, appliances, software development and refurbish.

LAND USE

Dominant land uses in the neighborhood consist of vacant land and agricultural uses to the northeast, industrial/manufacturing uses along the border and highway corridors, and residential developments which are expanding from the west from the city of San Luis. The neighborhood area is estimated to be about 15% built-out.

The Arizona State Prison Complex - Yuma is located on the corner of Avenue B and Juan Sanchez Boulevard, in San Luis. ASPC-Yuma provides housing to an average population of 2,279 convicted male felons. ASPC-Yuma is also a major employer in Yuma County, employing 755 full-time employees. Moreover, it is a provider of inmate work crews utilized by members of local, state and community organizations. Among other duties, ASPC-Yuma has a Wildland Fire Crew that consists of one sergeant, two correctional officers and twenty inmates that assists in fighting fires throughout Arizona.

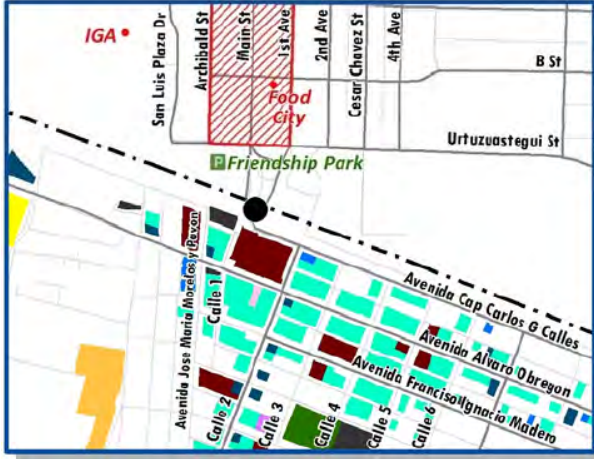
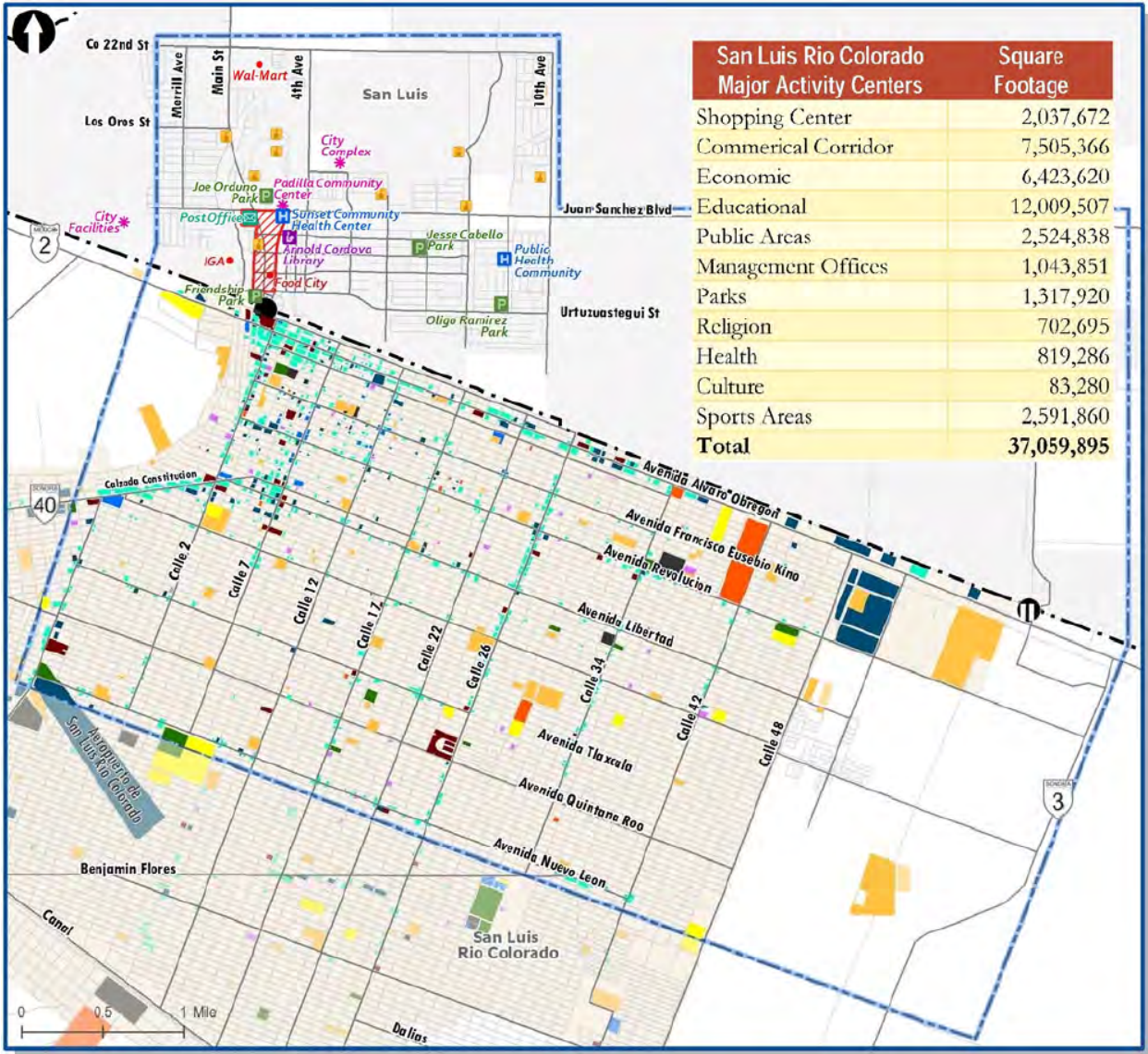
San Luis Detention Facility was opened in 2007 and is located just north of the subject property. The facility is owned by the San Luis Detention Facility Development Corporation, a subsidiary of the city, and is operated by CEC/Civigenics. The facility is located on the eastern edge of the city

⁶ Greater Yuma – Maquila Companies, www.greateryuma.org, February 2, 2016

near the Arizona State Prison Complex. It has 464 beds to hold detainees, primarily for violations of immigration laws, from federal authorities. Approximately 80 full-time employees are employed by the facility.

According to a Bi-National Transportation Study of San Luis, Arizona and San Luis Rio Colorado, Mexico, agricultural and manufacturing are the primary drivers of the economy for the area. However, many residents travel to Yuma or other surrounding communities for employment especially during the winter months, which is the peak of harvesting season. As shown in the following inserted exhibit, there is a higher density of shopping centers, commercial corridors, and health facilities in the northwest corner of the city.

With the opening of San Luis II Port-of-Entry, the commercial port-of-entry, industrial development has occurred adjacent north of the facility. The 200.80-acre Magrino Industrial Park is subdivided into 15 parcels. Six parcels were acquired by RL Jones Properties in two transactions in 2016 and 2018 for a total of \$1,026,150, or \$33,666 per acre. The Rascon Family acquired two parcels totaling 10.16 acres in December 2017 for \$320,575, or \$31,553 per acre. Three of the 15 parcels sold in 2019 ranged in size from 5.07 to 10.16 and sale prices from \$44,990 to \$45,000 per acre. One 5.08-acre parcel sold in August 2020 for \$55,000 per acre.



As noted previously, Phase I of the Southwest Arizona Industrial Park consisting of 80 acres located at the southwest corner of Avenue E and County 24th Street was developed about four years ago. A 10-acre parcel was acquired in December 2018 by the Regional Center for Border Health for \$550,000, or \$55,000 per acre. This site has been fully improved with the San Luis Medical Mall and Urgent Care facility. Another 3.68-acre site reportedly sold for \$55,000 per acre. In December 2021, three parcels, or a total of 15.25 acres was acquired for \$1,150,000, or \$75,410 per acre. These transactions indicate an annual compounded appreciation rate of 17.1%.

GROWTH PATTERNS

Growth patterns are primarily from the west with proximity to the residential developments near the city of San Luis. The most proximate developments to subject include the San Luis II Commercial Port of Entry, which was developed in 2010, the San Luis Detention Center located north of subject was developed in 2007, the San Luis Medical Mall and Urgent Care facility built in 2021 and a few industrial/distribution facilities within the Magrino Industrial Park were developed from 2017, 2020 and 2021. Residential development is occurring along County 24th Street and Avenue E within the Border Ranches.

ACCESS

Access to and from the market area is provided by major highways including Interstate 8 extending east/west on the north, Highway 95 extending north/south on the west and Highway 195 on the south that runs east/west. Major east-west corridors include Highway 195, G Street, Urtuzuastegui Street, County 22nd Street, and County 24th Street. North-south corridors include Highway 95, Main Street, Merrill Avenue, Archibald Street, 1st Street, Juan Sanchez Boulevard (Juan Sanchez/Cesar Chavez Boulevard), 6th Avenue, 8th Avenue, County Avenue H, Avenue F, and South Avenue E. Air services to and from the area are served by the Yuma Air Station.

Yuma International Airport is located at the northern boundary of the neighborhood. The airport has a single terminal (FC "Frosty" Braden Passenger Terminal) which was completed in February of 1999. The airport houses four automobile rental agencies, a restaurant and lounge, a gift shop, games room, as well as America Airlines providing air-service between Yuma and Phoenix.

DEMOGRAPHICS

Selected neighborhood demographics within a one, three, and **five-mile radius** from the subject are shown in the following table:

CBRE
DEMOGRAPHIC BRIEF
N 4TH AVE & UNION ST

	3 MILES	5 MILES	10 MILES
POPULATION			
2023 Population - Current Year Estimate	25,384	31,621	54,566
2028 Population - Five Year Projection	25,287	31,801	55,210
2020 Population - Census	25,325	30,674	53,483
2010 Population - Census	24,282	26,595	46,987
2020-2023 Annual Population Growth Rate	0.07%	0.94%	0.63%
2023-2028 Annual Population Growth Rate	-0.08%	0.11%	0.22%
HOUSEHOLDS			
2023 Households - Current Year Estimate	6,621	8,199	13,301
2028 Households - Five Year Projection	6,668	8,381	13,582
2010 Households - Census	5,793	6,330	11,081
2020 Households - Census	6,547 96.7%	7,859 96.0%	12,845 95.5%
2020-2023 Compound Annual Household Growth Rate	0.35%	1.31%	1.08%
2023-2028 Annual Household Growth Rate	0.14%	0.44%	0.42%
2023 Average Household Size	3.83	3.65	3.76
HOUSEHOLD INCOME			
2023 Average Household Income	\$65,769	\$69,954	\$71,656
2028 Average Household Income	\$76,335	\$81,834	\$83,749
2023 Median Household Income	\$50,028	\$51,874	\$53,934
2028 Median Household Income	\$54,746	\$58,002	\$60,251
2023 Per Capita Income	\$17,155	\$17,076	\$18,240
2028 Per Capita Income	\$20,129	\$20,123	\$21,575
HOUSING UNITS			
2023 Housing Units	6,788	8,509	13,844
2023 Vacant Housing Units	167 2.5%	310 3.6%	543 3.9%
2023 Occupied Housing Units	6,621 97.5%	8,199 96.4%	13,301 96.1%
2023 Owner Occupied Housing Units	4,504 66.4%	5,894 68.9%	9,357 67.6%
2023 Renter Occupied Housing Units	2,117 31.2%	2,505 29.4%	3,944 28.5%
EDUCATION			
2023 Population 25 and Over	14,316	18,531	32,684
HS and Associates Degrees	6,212 43.4%	8,674 46.8%	16,533 50.6%
Bachelor's Degree or Higher	1,326 9.3%	1,643 8.9%	3,334 10.2%
PLACE OF WORK			
2023 Businesses	233	252	421
2023 Employees	2,933	3,305	5,388

As indicated above, the population within a **five-mile radius** of the subject property is projected to increase from the Year 2023 estimate of 31,621 to a total of 31,801 by 2028, representing an average compounded annual increase of 0.11%. The number of households in 2023, estimated at 8,199 is projected to increase to 8,381 by Year 2028, representing an increase of 182 households, or approximately 36 households per year, and an average annual compounded growth rate of 0.44%. **This information suggests very modest demand for additional residential**

housing in the subject's immediate market area over the next several years. It is also important to note the median (\$51,874) and average (\$69,954) household income for the area is generally inline with the city of Yuma averages.

CONCLUSION

The demographic data indicate that the subject neighborhood is generally experiencing slow growth in both population and households, with slow growth projected through 2028. Overall, there is a large residential and employment pool within 10 miles of the subject. Recent growth in the immediate area has primarily been related to residential development in San Luis and industrial development with proximity to the San Luis II Commercial Port-of-Entry, which appears to be supported by both neighborhood demographics and the primary traffic carriers within the neighborhood. Additionally, the expansion and modernization of San Luis I Land Port-of-Entry should positively impact the subject's surrounding neighborhood by increasing traffic and overall efficiency. In summary, economic and demographic factors point toward nominal growth in the near-term as the economy continues to recover, with general stability for the area over the long term.

Site Analysis

SITE SUMMARY AND ANALYSIS

Physical Description

Net Site Area	17.84 Acres	±777,110 SF
Gross Site Area	19.80 Acres	±862,488 SF
Road Frontage	4th Avenue, Union Street, and McCain Avenue	
Shape	Rectangular	
Topography	Generally Level	
Zoning District(s)	RA-40, Rural Area Residential, 40 Acre Minimum (Yuma County)	
Flood Map Panel No. & Date	04027C1820F & 04027C2135F 16-Jan-14	
Flood Zone	Zone X (Shaded)	
Adjacent Land Uses	Surrounding land uses include: a 9.8-acre public works site owned by the city of San Luis to the north; San Luis City Hall, inclusive of a municipal fire and police department to the east, across McCain Avenue; a single-family subdivision to the south across Union Street; and approximately 36.4 acres of undeveloped land owned by the State of Arizona to the west, followed by three schools, a community park, and aquatics center.	

Comparative Analysis

Rating

Visibility	Good
Functional Utility	Good
Traffic Volume	Adequate
Adequacy of Utilities	Assumed adequate
Drainage	Appears adequate

Utilities

Provider

Availability

Water	City of San Luis	Yes
Sewer	City of San Luis	Yes
Electricity	Arizona Public Services (APS)	Yes
Telephone/Cable TV	Spectrum	Yes

Source: Various sources compiled by CBRE

LOCATION

The subject is located at the northeast corner of 4th Avenue and Union Street, in San Luis, near one and a half miles northeast of the San Luis I Port-of-Entry (Arizona/Mexico border).

CONFIGURATION AND SIZE

The subject site has a rectangular configuration and contains 17.84 net acres (19.80 gross acres), per public records and the ALTA Survey presented on the following two pages, with the subject's net area shaded in yellow. The developable portion of the subject site is well-suited for a mix of uses, including the expansion of San Luis City Hall.

ARIZONA STATE LAND DEPARTMENT ALTA/ACSM LAND TITLE SURVEY OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST,

GILA AND SALT RIVER BASE AND MERIDIAN,
YUMA COUNTY, ARIZONA

LEGEND

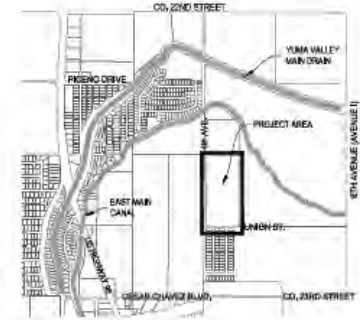
- | | | | |
|--|--|--|---|
| | EXIST. DRIVEWAY ENTRANCE/
RAINFALL RAMP | | EXIST. GAS LINE |
| | EXIST. STRUCTURE | | EXIST. DOWN GUY |
| | EXIST. ASPHALT PAVEMENT | | EXIST. POWER POLE |
| | EXIST. CONCR. TO BE REMOVED | | EXIST. TELEPHONE POLE |
| | EXIST. CONCRETE CURB OR CURB
DRAIN (OPTIONAL) | | EXIST. TRAFFIC SIGNAL (T.S.) |
| | EXIST. VERTICAL CURVE & GUTTER (V.C.G.) | | EXIST. UTILITY HOLE (L.P.) |
| | EXIST. ROLL CURB & GUTTER (R.C.G.) | | EXIST. WATER LINE |
| | EXIST. CONCRETE VALLEY GUTTER | | EXIST. 60" CAP W/ FLOW-OFF |
| | GUTTER CATCH BASIN | | EXIST. FIRE HYDRANT (F.H.) |
| | FLUSH CATCH BASIN | | EXIST. FIRE DEPARTMENT CONNECTION
(F.D.C.) |
| | EXIST. PROPERTY LINE - E | | EXIST. VALVE |
| | EXIST. CENTER LINE - E | | EXIST. THRUST BLOCK |
| | EXIST. RIGHT-OF-WAY LINE - R/W | | EXIST. WATER METER BOX (W.M.B.) |
| | EXIST. WIRE FENCE | | EXIST. TRAFFIC SIGN |
| | EXIST. MASONRY FENCE | | EXIST. STREET SIGN |
| | EXIST. CHAIN LINK FENCE | | EXIST. STREET LIGHT |
| | EXIST. WROUGHT IRON FENCE | | EXIST. BARRICADE |
| | EXIST. DITCH AS NOTED | | ROCK RIPRAP AS NOTED |
| | EXIST. IRRIGATION OR STORM DRAIN PIPE | | EXIST. TREE PALM OR SHRUB |
| | EXIST. STAND PIPE | | EXIST. HEDGE (AS NOTED) |
| | EXIST. IRRIGATION OR DRAINAGE
JUNCTION BOX | | EXIST. STORM DRAIN PIPE |
| | EXIST. IRRIGATION/SPRINKLER VALVE | | EXIST. MAIL BOX |
| | EXIST. SANITARY SEWER PIPE | | EXIST. SURVEY MONUMENT & COVER |
| | EXIST. SANITARY CLEAN OUT | | NEW SURVEY MONUMENT & COVER NO.
4-880 OR 4-881 |
| | EXIST. MANHOLE AS NOTED | | NEW SURVEY MONUMENT AS NOTED |
| | EXIST. SLOPES | | FOUND SURVEY MONUMENT |
| | | | PROJECT BENCH MARK/TEMPORARY
BENCHMARK |

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE	F.O.	FIBER OPTIC	SD	STORM DRAIN
AC	ASPHALTIC CONCRETE	FDL	FURNISH	ST	STREET
AD	ALUMINUM CAP	FF	FINISHED FLOOR ELEVATION	TEMP	TEMPORARY BENCHMARK
ADP	ASBESTOS CEMENT PIPE	G.V.	GAS VALVE	TC	TOP CURB, TOP CONCRETE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	G.L.O.	U.S. GENERAL LAND OFFICE SURVEY	TEL	TELEPHONE
ASLD	ARIZONA STATE LAND DEPARTMENT	QT, QTR	QUARTER	TP	TELEPHONE POLE
AVE	AVENUE	HE	HOSE END	TS	TRAFFIC SIGN
BLM	BUREAU OF LAND MANAGEMENT	HH	HAND HOLE	TRS	TRAFFIC SIGNAL
BM	BENCH MARK	IN	INVERT ELEVATION	TRP	TYPICAL
BC	BRASS CAP, BACK OF CURB	IR	IRRIGATION	UG	UNDERGROUND
BLDG	BUILDING	LS	LAND SURVEYOR	U.S.B.R.	UNITED STATES BUREAU OF RECLAMATION
BW	BARBED WIRE	M	MEASURED	V.C.G.	VERTICAL CURB AND GUTTER
CL	CENTERLINE	MH	MANHOLE	W	WATER
CLV	CABLE TV	OH	OVER HEAD	W.A.P.A.	WESTERN AREA POWER ADMINISTRATION
DL	CHAIN LINK FENCE	PE	POLYETHYLENE	WM	WATER METERS
C, CONC.	CONCRETE	PP	POWER POLE	WMOD	WELL ON MICHAM, IRRIGATION AND DRAINAGE DISTRICT
D.C.	DEPRESSED CURB	PRCP	POLYVINYL CHLORIDE	WW	WATER VALVE
D.G.	DOWN GUY	R	RECORDED	Y	YUMA COUNTY
EASE	EASEMENT	RE	REBAR	YD	YARD
EL, ELEC.	ELECTRIC	RFCP	REINFORCED CONCRETE PIPE	YR	YEAR
EP	EDGE OF PAVEMENT	R/R	RAILROAD		
EX	EXISTING	R/W	RIGHT OF WAY		
EX.GR.	EXISTING GRADE	SEC.	SECTION		
F.D.C.	FIRE DEPARTMENT CONNECTION	S	SEWER		
F.H.	FIRE HYDRANT				
FL	FLOW LINE				



LOCATION MAP
M.T.S.



SAN LUIS VICINITY MAP
M.T.S.

LOCAL DESCRIPTION

OF A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

A PORTION OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEING IN THE CENTER 1/2 CORNER OF SECTION 1, SAID PORTION BEING THE TRUE POINT OF BEGINNING;
THENCE S87°05'10"E ALONG THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID 1/4 SECTION 1, 114.00 FEET;
THENCE S27°05'10"E ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID 1/4 SECTION 1, 114.00 FEET;
THENCE S87°05'10"E ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID 1/4 SECTION 1, 114.00 FEET;
THENCE N87°05'10"E ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID 1/4 SECTION 1, 114.00 FEET TO THE TRUE POINT OF BEGINNING,
CONTAINING AN AREA OF 192.47 SQUARE FEET (79.41 ACRES MORE OR LESS).

- FLOOD ZONE:**
THE PROPERTY IS LOCATED IN FLOOD ZONE X PER THE FLOOD INSURANCE RATE MAP OF YUMA COUNTY, ARIZONA, FIRM NO. 16027 C018F, MAP LATEST REVISION DATE: 11/26/2014.
ZONE X IS DEFINED AS: 1% ANNUAL FLOOD HAZARD OF 0.1% ANNUAL FLOOD WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE.
- BASE OF BEARING:**
SURVEY BEARING CONTROL IS BASED ON THE AZ STATE PLANE COORDINATE SYSTEM (NAD 83), ESTABLISHED BY GPS.
- UTILITIES AVAILABLE ADJACENT TO THE PROPERTY:**
ELECTRICAL - ARIZONA PUBLIC SERVICE CORPORATION
GAS - NOT PRESENT (SOUTHWEST GAS SERVICE AREA)
TELEPHONE - LUMEN TECHNOLOGIES
SEWER - CITY OF SAN LUIS
WATER - CITY OF SAN LUIS
- OWNER:**
STATE OF ARIZONA
- ZONING:**
R4-10 (YUMA COUNTY ZONING MAP 1) (SHEET 1)
- NET AREA:**
17.34 ACRES
- ADDRESS:**
NOT ASSIGNED (APPROXIMATELY 500 E. UNION STREET, SAN LUIS, AZ 85041)

ALTA/ACSM ITEM 11 - EVIDENCE OF UNDERGROUND UTILITIES:
UTILITY PLANS WERE OBTAINED FROM CITY OF SAN LUIS, ARIZONA PUBLIC WORKS, LUMEN TECHNOLOGIES AND SOUTHWEST GAS. UTILITIES SHOWN ON THESE UTILITY PLANS ARE SHOWN ON THE SURVEY.

ENCROACHMENTS:
1. SEVERAL FEET OF GROUND ROADWAY ENCROACHMENT AT THE SOUTHWEST CORNER AND ALONG EAST SIDE OF PROPERTY.

EASEMENTS:

- REFERENCE - SCHEDULE B OF TITLE REPORT PREPARED BY FIDELITY TITLE AGENCY - NO. 3140242
- EASEMENT AND RIGHTS (NOTED THEREIN) AS SET FORTH IN INSTRUMENT DOCUMENT 370, PAGE 34 (Yuma County Recorder) - US Bureau of Reclamation to Arizona Highway Department for Highway Right-of-Way (Roadway not contained within terms of grant - not shown on map).
 - RIGHT-OF-WAY for roads, bridges, ditches, pipelines, transmission lines constructed by the authority of the United States as set forth in instruments recorded in Document 132, page 61 (Bureau of Reclamation - not shown on survey map).
 - PERPETUAL Right of Way No. 16-101108 dated 8-13-1988 to the city of San Luis for a public roadway and along underground sewer and water lines recorded in document 2023-26275 (Yuma County Recorder).
 - PERPETUAL Right of Way No. 18-122770 for roadway and utility dated 8-21-2001 to the city of San Luis, recorded in documents 2021-29477 (Yuma County Recorder).

SURVEYOR'S CERTIFICATION

The undersigned hereby certifies to Arizona State Land Department that this map or set of maps on which I was based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, (only as modified and adopted by the American Land Title Association, ("ALTA") and the National Society of Professional Surveyors ("NSPS"), in its entirety, organization of the American Congress on Surveying and Mapping) in 2023 and include items 1, 2, 3, 4, and 7 of the (public evidence only) 13, 14, 16 and 17 (NSPS of record only) Table A record. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that, in my professional opinion, as a land survey registered in the State of Arizona, the relative Horizontal Accuracy of this survey does not exceed that which is specified herein and the job of survey and the property description as forth herein ("Property") was prepared by me and was actually made upon the ground.

**JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS**
1027 W. 24th Street, Suite 2 - YUMA, AZ 85304 - (928) 782-7928

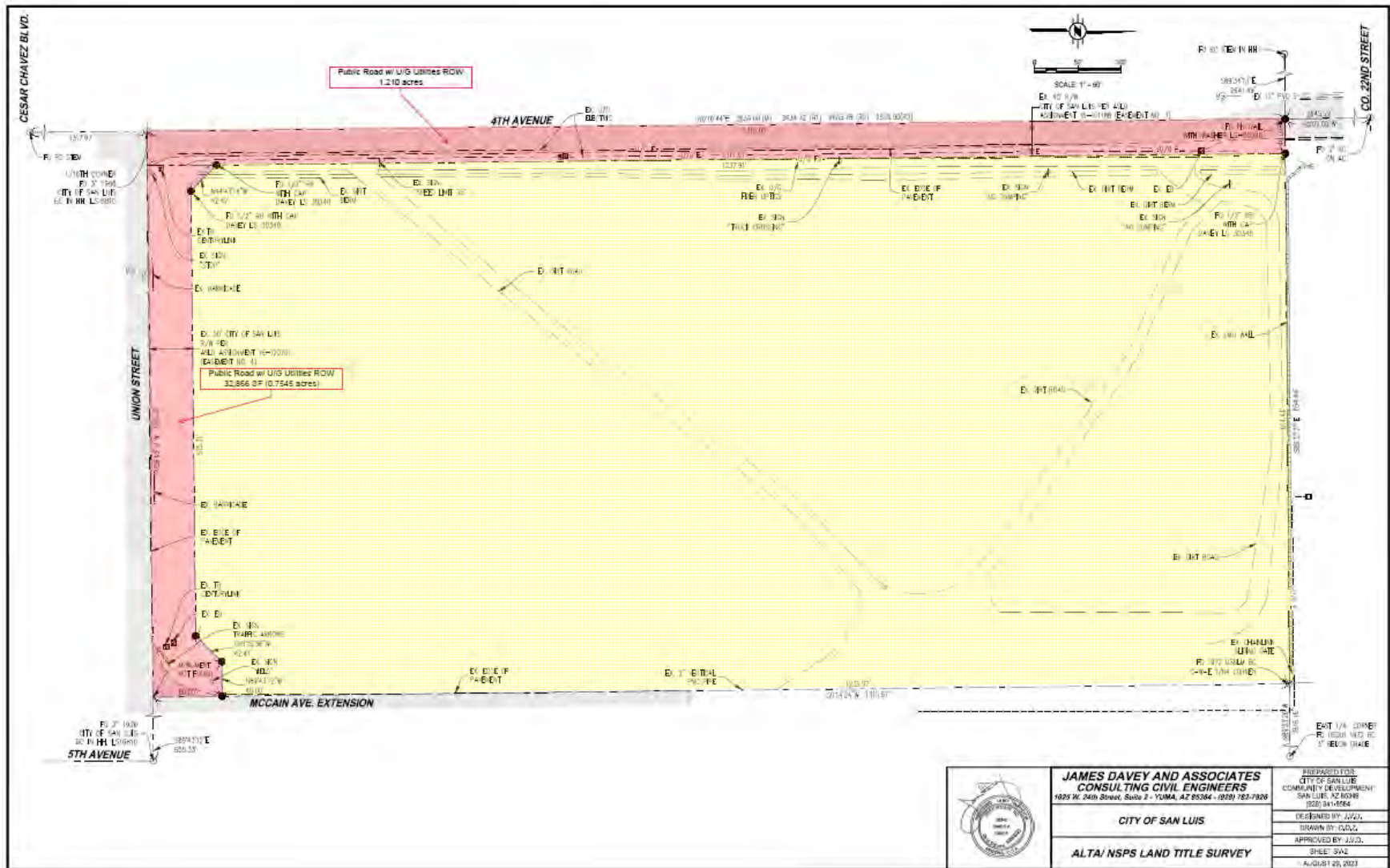
ARIZONA STATE LAND DEPARTMENT

ALTA/ACSM LAND TITLE SURVEY

	PREPARED FOR: CITY OF SAN LUIS 1000 E. UNION STREET SAN LUIS, AZ 85048 (928) 541-8530
	SURVEYED BY: JD
	DRAWN BY: DJ
	APPROVED BY: JMD
	SHEET 1
	AUGUST 20, 2023

JDA PROJECT: CSL04





National Flood Hazard Layer FIRMMette



114°46'56"W 32°30'13"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	<ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	<ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D
OTHER AREAS	<ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	<ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	<ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	<ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/30/2023 at 10:50 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000 114°46'18"W 32°29'43"N
Basemap Imagery Source: USGS National Map 2023

TOPOGRAPHY/FLOOD STATUS/SOIL/ENVIRONMENT

Topography

The subject site is generally level native desert and is at or near grade with adjoining properties and roadways.

Flood Status

No drainage problems were noted during inspection. According to Flood Insurance Rate Map Numbers 04027C2135F (effective date January 1, 2014) and 04027C1820F (effective date January 16, 2014), the subject property is situated within Zone X (Shaded), which is defined as:

“Zones B and X (shaded) are areas of 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance (base flood) sheet flow flooding with average depths of less than 1 foot, areas of base flood stream flooding with a contributing drainage area of less than 1 square mile, or areas protected from the base flood by levees. No Base Flood Elevations (BFEs) or depths are shown in this zone, and insurance purchase is not required.”

A copy of the FEMA floodplain map is presented following the ALTA Survey.

Soil

The appraisers were not provided with a soils investigation report pertaining to the subject property. Based upon inspection of the property and given there are single-family and commercial-oriented uses in the immediate area, there do not appear to be any adverse soil conditions which would prohibit eventual development of the site.

Environment

An environmental site assessment (ESA) pertaining to the subject site was not provided for review. During inspection of the property and surrounding area, no apparent signs of environmental contamination, hazardous waste storage or dumping were observed; however, the appraisers are not qualified to detect the existence of potentially hazardous material, underground storage tanks, etc., which may be present on or near the site. **The “as is” market value is based on the extraordinary assumption there are no known environmental risks or hazardous conditions associated with the subject site.**

UTILITIES AND SERVICES

The following utilities and services are available to the boundary of the subject site.

Water:	City of San Luis
Sewer:	City of San Luis
Electricity:	Arizona Public Services (APS)
Telephone/Cable:	Spectrum

EASEMENTS/ENCROACHMENTS/COVENANTS/CONDITIONS/RESTRICTIONS

Based on a physical inspection of the undeveloped site and a review of Yuma County Assessor records and the ALTA survey, there are no known easements, encroachments, covenants, or restrictions impacting the subject property; however, there is an existing city of San Luis public works site (trash processing) located immediately to the north of the subject. The presence of the public works site does not measurably impact the property's marketability/appeal for development activity.

INGRESS/EGRESS

The subject property has frontage along the east side of 4th Avenue, the north side of Union Street, and the west side of McCain Avenue. In this particular location, all three exterior roadways are collector streets improved with one lane of traffic in each direction. At the present time, none of the roads fronting the subject are improved with concrete curbs, gutters, or sidewalks along the subject side. Upon development of the subject site, half-street improvements will be required to 4th Avenue and Union Street, while McCain Avenue will require less significant improvements. Access to State Route 195 (Juan Sanchez/Cesar Chavez Boulevard) is less than one-half mile to the south, while State Route 95 (Main Street) is approximately one-half mile southwest of the subject.

PROPERTY ASSESSMENTS AND REAL ESTATE TAXES

The appraised property is identified as Yuma County Assessor's parcel number 226-01-005. The assessments pertaining to the subject tax parcel is presented in the following table.

226-01-005

PRIOR YEAR VALUES				CURRENT YEAR VALUES			
LPV	Legal Class	Ratio	Assessed Value	LPV	Legal Class	Ratio	Assessed Value
\$750	2.01.E	15%	\$113	\$750	2.01.E	15%	\$113
FCV	Legal Class	Ratio	Assessed Value	FCV	Legal Class	Ratio	Assessed Value
\$750	2.01.E	15%	\$113	\$750	2.01.E	15%	\$113
Prior Year Taxes			\$0.00	Current Year Tax Estimate			\$0.00

Given the subject site is currently owned by the State of Arizona, the parcel is exempt from real property taxes.

ADJACENT LAND USES

Surrounding land uses include:

- a 9.8-acre public works site owned by the city of San Luis to the north;
- San Luis City Hall, inclusive of a municipal fire and police department to the east, across McCain Avenue;
- a single-family subdivision to the south across Union Street; and

- Approximately 36.4 acres of undeveloped land owned by the State of Arizona to the west, followed by three schools, a community park, and an aquatics center.

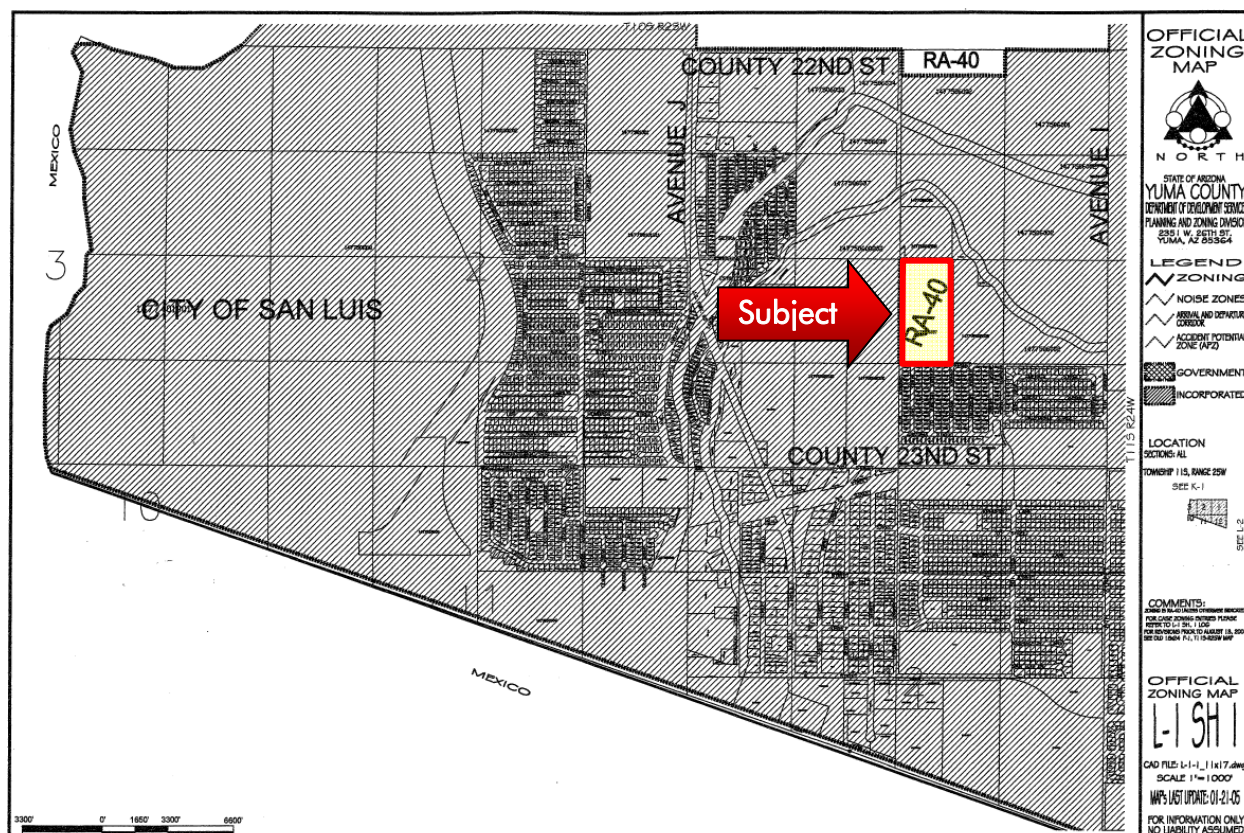
CONCLUSION

In sum, the location, size, configuration, topography, availability of utilities and services, and zoning (to be discussed in the following section) are factors conducive for eventual development of the site with a single-family residential use. Alternatively, given there are municipal uses in the immediate area, an expansion of the existing city hall appears to be a logical use.

.

Zoning

As noted, the subject site is located on a county island within the San Luis city limits. The subject is currently zoned RA-40, Rural Area, 40 Acre Minimum, by Yuma County. *The subject site is outlined in red with the zoning designation indicated.*

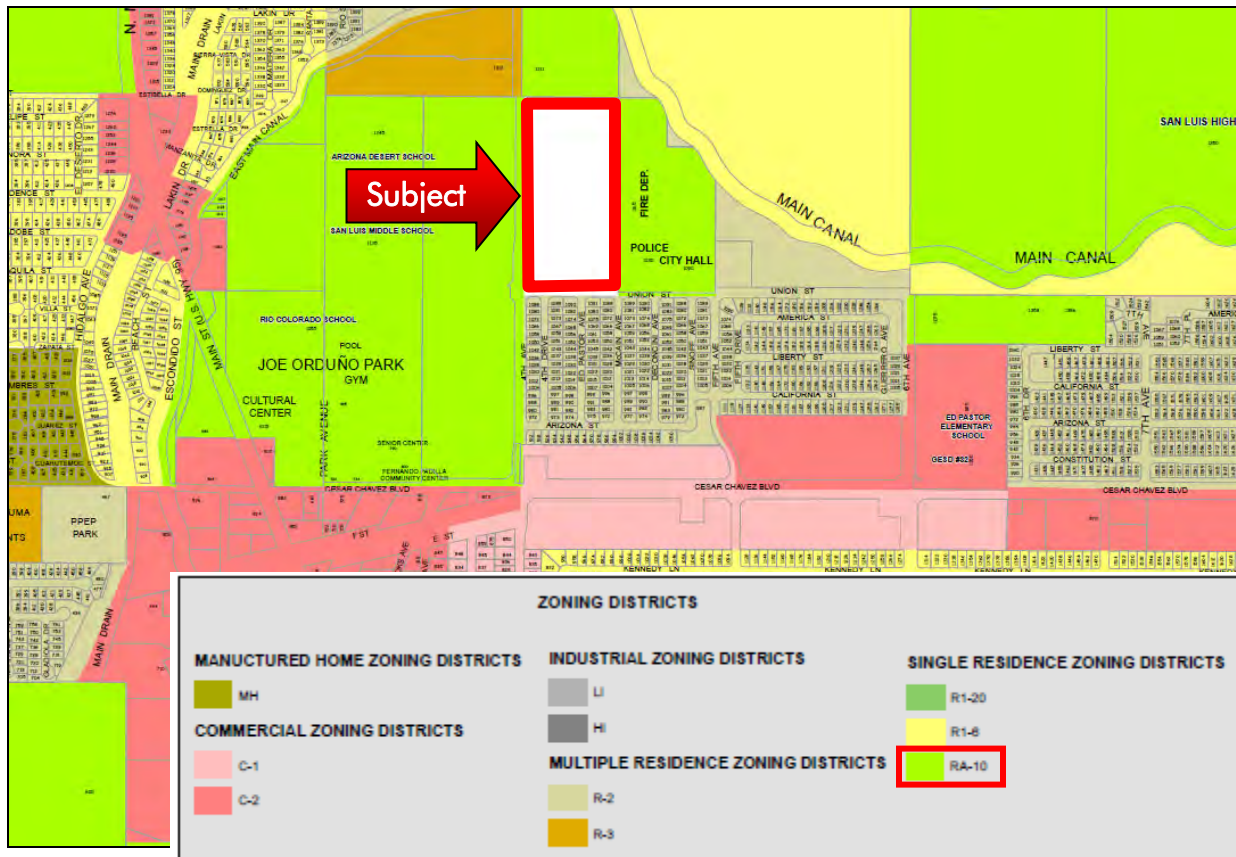


RA-40, Rural Area, 40 Acre Minimum

According to Yuma County, "the purpose of this district is to conserve and preserve farms, agricultural related resources, continued agricultural use and other open space land uses fostering orderly growth in rural areas, preventing urban and agricultural land use conflicts, and allowing rural lot development with emphasis on preserving the character of farming communities. Principle uses permitted in this zoning district include residential uses on large parcel sizes, farms, agricultural-related land uses, and open space or recreational uses. These regulations apply to all four (4) of the Rural Area districts: Rural Area-40 Acre Minimum (RA-40), Rural Area-20 Acre Minimum (RA-20), Rural Area-10 Acre Minimum (RA-10), and Rural Area-5 Acre Minimum (RA-5)."

SAN LUIS ZONING MAP

According to the San Luis Zoning Map below, the subject site is surrounded by RA-10, Rural Area Residential and R-2, Medium-High Density Residential zoning districts. Additionally, there is land to the northwest of the subject that is zoned for high-density multi-family use. As indicated in the Site Analysis section, the surrounding land uses adjacent to the north and east of the subject are developed with municipal facilities, while the land immediately to the west of the subject is undeveloped and owned by the State of Arizona (State Trust Land). The San Luis zoning definitions corresponding with surrounding designations are included below.



RA-10, Rural Area Residential (Minimum 10 Acres per Dwelling Unit)

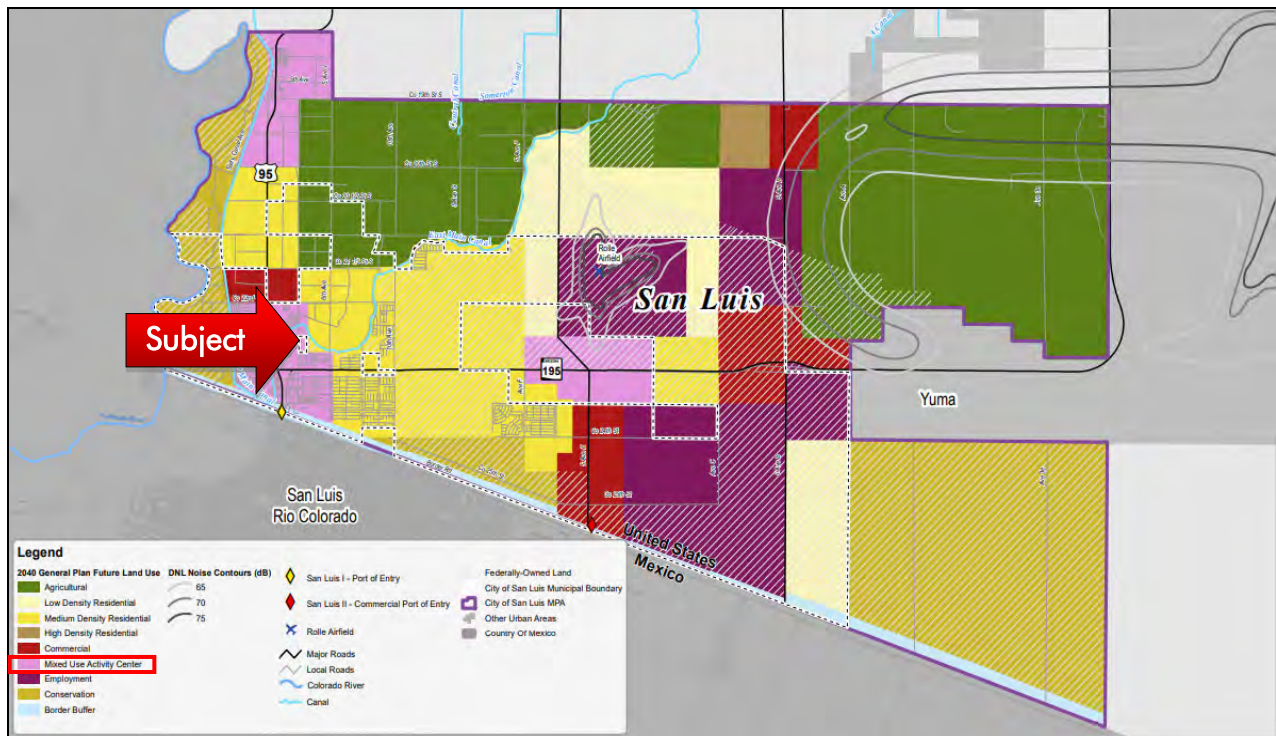
Per the city of San Luis Zoning Ordinance, “the purpose of this district is to conserve and preserve farms and agricultural related activities and resources. The intent is to protect areas that have prime agricultural soils and existing or desired agricultural uses from incompatible land uses and urban encroachment and foster orderly growth in rural areas. This district is appropriate where rural development with minimal public facilities and services is desired or programmed, and in conjunction with the airport overlay zoning district.”

R-2, Medium-High Density Residential

Per the city of San Luis Zoning Ordinance, “the purpose of this zoning district is to allow for a variety of building types, including duplex, townhouses, and apartments with varied project amenities. The “R-2” shall provide a balance of housing opportunities to serve the needs of the residents of San Luis. The intent of this district is to permit higher density urban development with a mixture of uses of a similar intensity.”

Included below is the San Luis Land Use Map (General Plan).

SAN LUIS FUTURE LAND USE MAP



As indicated in the San Luis General Plan map displayed above, the subject site is designated for Mixed Use Activity Center; however, this mixed-use designation encompasses a variety of purposes/uses as demonstrated by the existing development and zoning designations within this category. Given the existence of a single-family subdivision to the south, with three schools, a park, and an aquatics center in close proximity, a residential-oriented use appears most probable. Based on information provided to the appraisers, the applicant intends to develop the entire site with an expansion of the existing city hall adjacent to the east.

Market Analysis

Given that the surrounding land uses and zoning designations around the subject are conducive to residential development, an analysis of the single-family housing market is provided below. Data sources compiled in these analyses include CBRE, Inc. Research, CoStar Inc., and LandVision.

CITY OF SAN LUIS AND YUMA COUNTY - SINGLE-FAMILY HOUSING OVERVIEW

The following discussion illustrates some general observations in the surrounding residential land market.

Demographic Analysis

Demand for residential properties is a direct function of demographic characteristics analyzed on the following pages.

HOUSING, POPULATION AND HOUSEHOLD FORMATION

The following table illustrates the population and household changes for the subject marketing area between 2000 and 2023, plus a projection over the next five years.

POPULATION AND HOUSEHOLD PROJECTIONS			
	5 Mile Radius	10 Mile Radius	Yuma, AZ Metropolitan Statistical Area
Population			
2028 Total Population	31,801	55,010	214,473
2023 Total Population	31,621	54,407	210,406
2010 Total Population	26,595	46,848	195,751
2000 Total Population	14,337	28,349	160,026
<i>Annual Growth 2023 - 2028</i>	0.11%	0.22%	0.38%
<i>Annual Growth 2010 - 2023</i>	5.94%	5.11%	2.44%
<i>Annual Growth 2000 - 2010</i>	6.37%	5.15%	2.04%
Households			
2028 Total Households	8,381	13,514	74,554
2023 Total Households	8,199	13,239	72,363
2010 Total Households	6,330	11,038	64,767
2000 Total Households	3,489	6,301	53,848
<i>Annual Growth 2023 - 2028</i>	0.44%	0.41%	0.60%
<i>Annual Growth 2010 - 2023</i>	9.01%	6.25%	3.77%
<i>Annual Growth 2000 - 2010</i>	6.14%	5.77%	1.86%

Source: ESRI

INCOME DISTRIBUTIONS

Household income available for expenditure on housing and other consumer items is a primary factor in determining the price/rent level of housing demand in a market area. In the case of this study, projections of household income, particularly for renters, identifies in gross terms the market from which the subject submarket draws. The following table illustrates estimated household income distribution for the subject neighborhood.

HOUSEHOLD INCOME DISTRIBUTION

Households by Income Distribution (2023)	5 Mile Radius	10 Mile Radius	Yuma, AZ
			Metropolitan Statistical Area
< \$15,000	7.42%	8.75%	9.65%
\$15,000 - \$24,999	12.81%	10.88%	8.87%
\$25,000 - \$34,999	11.06%	9.46%	8.26%
\$35,000 - \$49,999	16.06%	15.29%	14.19%
\$50,000 - \$74,999	22.91%	24.35%	20.65%
\$75,000 - \$99,999	11.11%	13.92%	14.24%
\$100,000 - \$149,999	12.10%	10.58%	15.52%
\$150,000 - \$199,999	3.82%	3.61%	5.29%
\$200,000+	2.73%	3.14%	3.32%

Source: ESRI

The following table illustrates the median and average household income levels for the subject market area.

HOUSEHOLD INCOME LEVELS

Income	5 Mile Radius	10 Mile Radius	Yuma, AZ
			Metropolitan Statistical Area
2023 Median Household Income	\$51,874	\$53,887	\$58,462
2023 Average Household Income	\$69,954	\$71,580	\$78,207
2023 Per Capita Income	\$17,076	\$18,225	\$27,076

Source: ESRI

An analysis of the income data indicates that the submarket is generally comprised of middle-income economic cohort groups.

EMPLOYMENT

An employment breakdown typically indicates the working-class characteristics for a given market area. The specific employment population within the indicated radii of the subject is as follows:

EMPLOYMENT BY INDUSTRY

Occupation (2023)	5 Mile Radius	10 Mile Radius	Yuma, AZ Metropolitan Statistical Area
Agric/Forestry/Fishing/Hunting	22.68%	17.44%	7.77%
Construction	9.78%	8.73%	6.76%
Manufacturing	5.67%	6.41%	5.56%
Wholesale Trade	3.29%	2.91%	2.69%
Retail Trade	9.24%	11.03%	12.03%
Transportation/Warehousing	6.37%	5.56%	5.21%
Information	1.12%	1.13%	1.00%
Finance/Insurance	0.63%	0.84%	2.30%
Prof/Scientific/Tech Services	2.40%	2.48%	4.06%
Mgmt of Companies/Enterprises	0.43%	0.26%	0.20%
Admin/Support/Waste Mgmt Svcs	5.40%	4.97%	4.65%
Educational Services	7.11%	7.15%	8.74%
Health Care/Social Assistance	8.73%	9.02%	12.85%
Arts/Entertainment/Recreation	0.76%	2.10%	2.63%
Accommodation/Food Services	4.98%	6.61%	9.23%
Other Services (excl Publ Adm)	4.70%	5.53%	4.54%
Public Administration	6.72%	7.81%	9.80%

Source: ESRI

The previous table illustrates the employment character of the submarket, indicating a predominantly middle-income employment profile, with the majority of the population holding agriculture, retail trade, health care/social assistance, and public administration related jobs.

Based on this analysis, the immediate area surrounding the subject is projected to experience moderate growth relative to households and population into the near future. Given the area demographics, it appears that demand for both comparable surrounding area for residential homes and the subject will be somewhat stable.

Supply Overview

The main draw for the area is retirement and agri-business related employment with much of the population consisting of primary and second homes. Residential development in Yuma County consists of modestly-priced homes developed between the 1970s and the 1990s. The following tables summarize building permit activity for the single-family residential and multi-family residential sectors in Yuma County and San Luis between 2013 and 2023 year-to-date (through September).

BUILDING PERMITS - YUMA COUNTY								
Year	Single Family	% Change	Avg. Value/Unit	Multi-Family	% Change	Avg. Value/Unit	Total	% Change
2018	1011	0.6%	\$158,545	4	-2200.0%	\$65,382	1015	-7.5%
2019	1200	18.7%	\$154,555	6	33.3%	\$97,682	1206	18.8%
2020	1181	-1.6%	\$165,835	109	94.5%	\$120,001	1290	7.0%
2021	1096	-7.2%	\$177,894	195	44.1%	\$52,125	1291	0.1%
2022	730	-33.4%	\$167,739	120	-62.5%	\$122,183	850	-34.2%
2023*	547	-25.1%	\$159,933	43	-179.1%	\$100,413	590	-30.6%

* Through September 2023

Source: US Census compiled by CBRE

BUILDING PERMITS - SAN LUIS, AZ								
Year	Single Family	% Change	Avg. Value/Unit	Multi-Family	% Change	Avg. Value/Unit	Total	% Change
2018	294	18.5%	\$148,245	0	N/A	N/A	294	18.5%
2019	339	15.3%	\$149,183	0	N/A	N/A	339	15.3%
2020	366	8.0%	\$152,648	0	N/A	N/A	366	8.0%
2021	255	-30.3%	\$156,975	0	N/A	N/A	255	-30.3%
2022	237	-7.1%	\$156,987	0	N/A	N/A	237	-7.1%
2023*	204	-13.9%	\$182,382	8	100.0%	\$90,000	212	-10.5%

* Through September 2023

Source: US Census compiled by CBRE

As indicated above, the number of single-family building permits in Yuma County spiked in 2019 with 1,200 total units, followed by a gradual decline in 2020 and 2021 and a more severe drop in 2022 and 2023 (through September). As of September 2023, there were 547 permits issued in Yuma County year-to-date, or an annualized rate of 729, which would be near 2022 figures. Multi-family permit activity was relatively active between 2020 and 2022 before dropping in 2023 (YTD).

In San Luis, single-family building permits fluctuated between 237 and 339 over the previous five years. As of September 2023, there has been 204 single-family permits pulled in San Luis and 8 multi-family unit permits. On an annualized basis, 2023 could reach 272 permits, which would be a 14.8% increase from 2022. As shown, historically, no multi-family housing activity occurred from 2018 to 2022. However, year-to-date 2023, building permits were pulled for 8 multi-family units in the city of San Luis.

Neighborhood Detached Housing Market

The data in the following table summarizes sales activity (mainly resales plus some "spec" built homes) within San Luis area between 2018 and 2023 (YTD – October). The sales data was limited to detached single-family homes (built 2013 or newer).

COMPETITIVE MARKET ANALYSIS - SAN LUIS - SFR HOMES (BUILT 2013-2023)						
Year	No. Sales	No. Sales/ Month	Avg. Sales Price	Average Home Size	Avg. Price/SF	Change in Price/SF
2018	132	11.0	\$143,426	1,201 Sq. Ft.	\$119.42	0.3%
2019	216	18.0	\$150,562	1,197 Sq. Ft.	\$125.78	5.3%
2020	222	18.5	\$166,903	1,272 Sq. Ft.	\$131.21	4.5%
2021	276	23.0	\$190,896	1,303 Sq. Ft.	\$146.50	12.2%
2022	41	3.4	\$261,840	1,328 Sq. Ft.	\$197.17	38.6%
2023*	15	1.5	\$245,220	1,237 Sq. Ft.	\$198.24	0.7%

*Through October 2023
Source: LandVision

As indicated, the number of sales ranged between 1.5 and 23.0 per month since 2018, with an upward trend in place from 2018 through 2021. The average number of sales over the past 5+ years is approximately 14 per month or near 168 per annum. **According to Realtor.com, there is currently 22 active listings, which suggests there is currently an approximate 15-month supply, based on a current absorption rate of 1.5 sales per month. This oversupply is likely due to the recent increases in mortgage rates, which directly affects affordability in the market, which has resulted in a substantial slowdown in sales activity.** The average sale price increased from \$143,426 in 2018 to \$261,840 in 2022, an increase of approximately 82.56%, or 16.2% per annum. Due to slowing market activity along with increased interest rates, pricing on homes have dropped slightly for 2023 on an average home price, but slightly increased on a price per square foot basis by 0.54%.

SUPPLY

According to realtor.com, there are 22 single-family homes actively listed for sale within San Luis with a median asking price of \$253,000. There have been 204 permits issued thus far in 2023, indicating that there is development activity; however, this activity and the current mortgage rates may be contributing to the oversupply of housing due to the current sales per month shown above.

PRICING

According to realtor.com, the median sales price for homes in San Luis, AZ in September 2023 was \$244,800, or \$193.00 per square foot. This represents an increase of 4.1% compared to the same period one year ago.

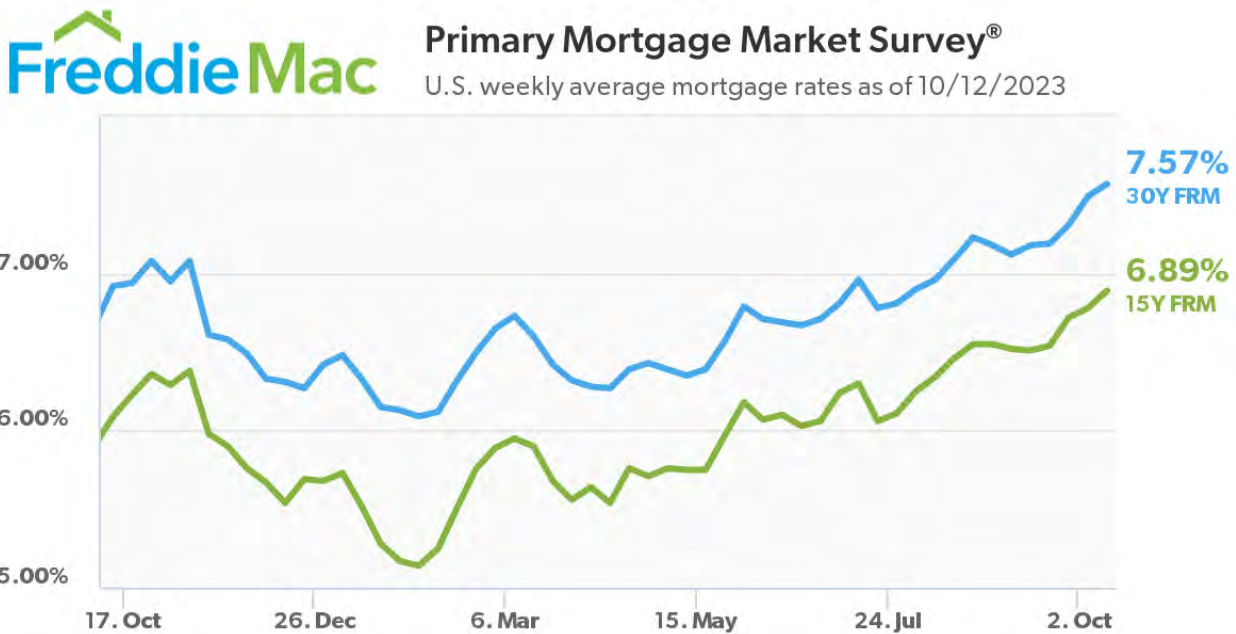
Median listing home price vs. median home sold price



On average, homes in San Luis sell in 26 days on the market compared to 52 days from the same time last year.

Mortgage Interest Rates

The following graph tracks the 30 and 15-year fixed mortgage interest rates, along with the most popular adjustable-rate mortgage, for the past year (through mid-October 2023).



As indicated above, mortgage interest rates have generally trended higher since about April 2023, with the 30-year mortgage averaging near 7.6% as of mid-October 2023.

Market Participant Interviews

Interviews with market participants (including real estate agents/brokers and buyers/sellers) throughout region have indicated ample activity with offers being presented for available residential and vacant parcels that are reasonably priced.

Conclusion

The subject's market has been relatively active with an average of 180 detached single-family homes (built between 2013-2023) being sold annually in the last three years (2020 through 2022), with a significant slowdown in 2023 (YTD). Prices for single-family homes have been relatively stable over the past year. **In light of the preceding, the subject is expected to maintain average market acceptance and competitive position going forward.**

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legal Permissibility

The subject property is currently zoned RA-40, Rural Area, 40 Acre Minimum, by Yuma County; however, the San Luis General Plan designates the property for mixed-use development. **Given the existence of single-family homes adjacent to the south and three schools, a community park, and an aquatics center in close proximity, the site appears best suited for residential-oriented use. Alternatively, given there are municipal uses in the immediate area, an expansion of the existing city hall appears to be a logical use.**

Physical Possibility

The subject is located on a county island (Yuma) at the northeast corner of 4th Avenue and Union Street, in San Luis. The site has a rectangular configuration, contains 17.84 net acres, and is generally level with native desert vegetation and is at or near grade-level with adjoining properties and roadways. No drainage problems were noted upon inspection and the site is not located in a flood zone. No adverse soil or environmental conditions are known to exist, and all necessary utilities and services are available to the property. The subject site does not appear to be adversely impacted by any easements, encroachments, covenants, restrictions or conditions.

The subject property fronts along 4th Avenue, Union Street, and McCain Avenue. Access to State Route 195 (Juan Sanchez/Cesar Chavez Boulevard) is less than one-half mile to the south, while State Route 95 (Main Street) is approximately one-half mile southwest of the subject. Surrounding land uses include: a 9.8-acre public works site (trash processing) owned by the city of San Luis to the north; San Luis City Hall, inclusive of a municipal fire and police department to the east, across McCain Avenue; a single-family subdivision to the south across Union Street; and approximately 36.4 acres of undeveloped land owned by the State of Arizona to the west, followed by three schools, a community park, and an aquatics center. In summary, the subject property is well positioned for a residential or municipal use.

Financial Feasibility

As discussed within the Market Analysis section, the population growth rate projection, along with the projected growth in the number of households within a five-mile radius of the subject

property, suggests very moderate demand for residential housing over the next five years. Factors pertaining to financial feasibility of the subject site are discussed below.

- The subject site has a rectangular configuration with generally level terrain that is well-suited for a wide range of development possibilities.
- The subject site has proximity to community services, schools, parks, and retail and business services.
- The subject property is well positioned for a residential or municipal use.
- The subject site is located approximately 1.5 miles northeast of the San Luis I Land Port-of-Entry, the second busiest non-commercial port in Arizona. Additionally, San Luis is served by another land port-of-entry known as San Luis II, which is reserved for commercial trucking industry.

Maximally Productive - Conclusion

The final test of highest and best use of the site, as vacant, is that the use be maximally productive, yielding the highest return to the land. **Based on the information presented above, it has been determined the highest and best use of the subject site, as vacant, is for eventual residential use, as warranted by demand.**

Sales Comparison Approach

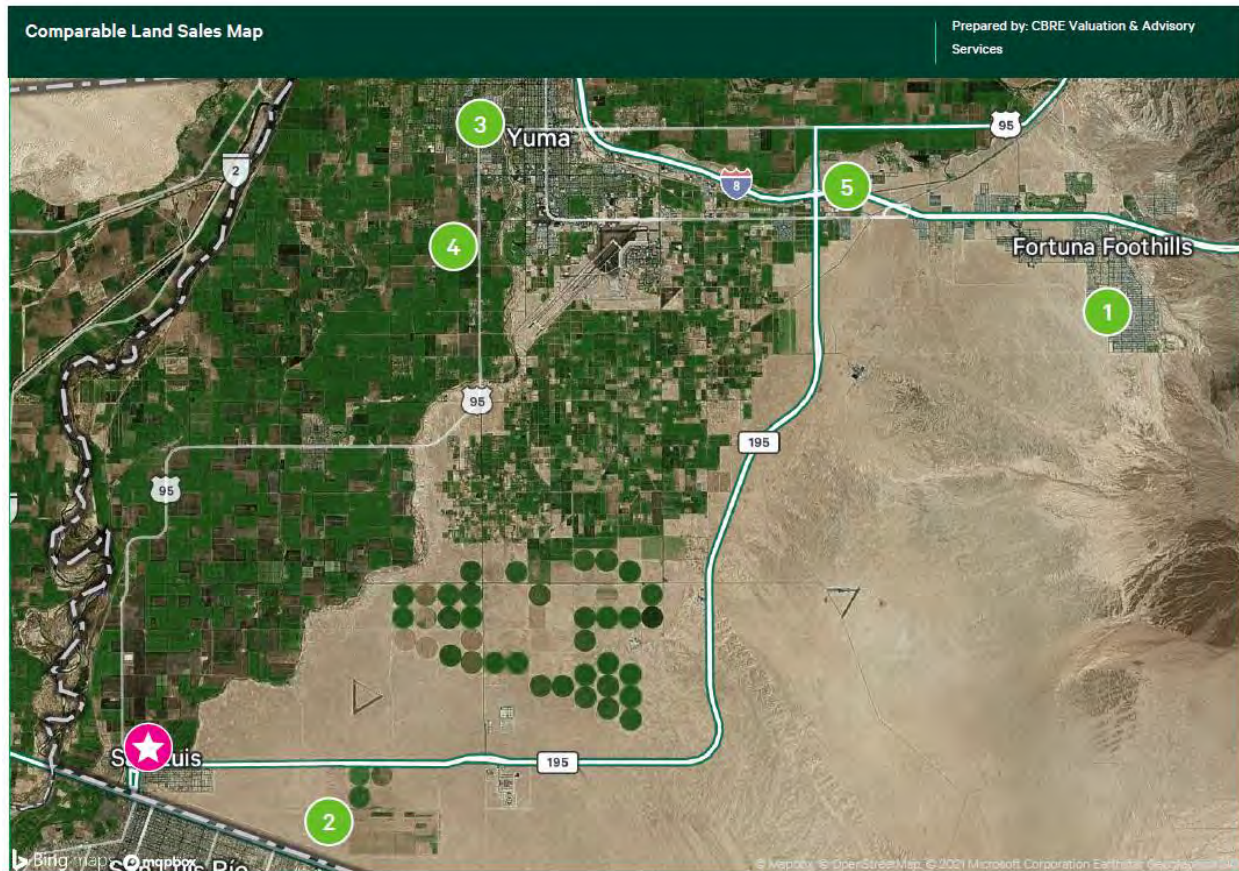
The Sales Comparison Approach involves comparing the subject property with similar vacant land parcels which have either recently sold or are currently listed for sale. This approach is based on the principle of substitution, which states the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.

The vacant land sales are compared to the subject site on the basis of price per acre. This unit of comparison, along with the price per square foot of net land area, is most typical in the valuation of land designated for mixed-use development. Each comparable was related to the subject site in terms of the following factors:

1. *Real Property Rights Conveyed*
2. *Financing Terms*
3. *Conditions Of Sale*
4. *Market Conditions (Date Of Sale)*
5. *Location*
6. *Physical Characteristics*
7. *Zoning*
8. *Highest And Best Use*

Detailed data sheets regarding the land sales considered most pertinent in developing an opinion of the market value for the subject site, are included in the Addenda. *On the following page is a map showing the location of the comparables in relation to the subject and a table summarizing pertinent data for each sale.*

Due to a dearth of comparable land sales similar in site size to the subject, it was necessary to extend the search to include comparables with similar net acreages and located beyond the city of San Luis in Yuma County. It was also necessary to employ sites acquired for single and multi-family development for the aforementioned reasons. The comparables used bracket the subject site in terms of proposed use, size, and location.



SUMMARY OF COMPARABLE LAND SALES

No.	Property Location	Transaction Type	Transaction Date	Zoning	Sale Price	Size (Acres)	Size (SF)	Price Per AC
1	SWC of Foothills Boulevard and 48th Street, unincorporated Yuma County	Sale	Oct-21	C-1	\$500,000	7.05	307,098	\$70,922
2	S-SEC of County 24th Street and 20th Avenue, San Luis	Sale	Dec-21	R1-6	\$1,200,000	19.95	869,022	\$60,150
3	N-NEC of 16th Street and Avenue B, Yuma	Sale	Jan-22	R-3	\$650,000	4.70	204,732	\$138,298
4	E-SEC of County 11 1/2 Street and Avenue C, Yuma	Sale	Mar-23	R-1-6	\$1,339,800	27.08	1,179,605	\$49,476
5	E-NEC of Interstate 8 and Araby Road, Yuma	Listing	---	AG	\$1,749,000	24.00	1,045,440	\$72,875
Subject NEC of 4th Avenue and Union Street, unincorporated Yuma County		---	---	---	---	17.84	777,110	---

Compiled by CBRE

ELEMENTS OF COMPARISON

Real Property Rights Conveyed

The real property rights conveyed in each comparable is the fee simple interest, which is consistent with the property rights of the property being appraised; therefore, no adjustments for property rights conveyed are indicated.

Financing Terms

The market value opinion for the subject site is based on all-cash, or cash-equivalent financing. Cash transactions typically sell for less than those sales which involve favorable financing terms such as below market interest rates, buy downs, wraparound mortgages, interest only loans, etc. Therefore, cash equivalency adjustments must be made to sales involving favorable financing terms. Since all comparables represent cash-to-seller transactions, no adjustments for financing terms are applicable.

Conditions Of Sale

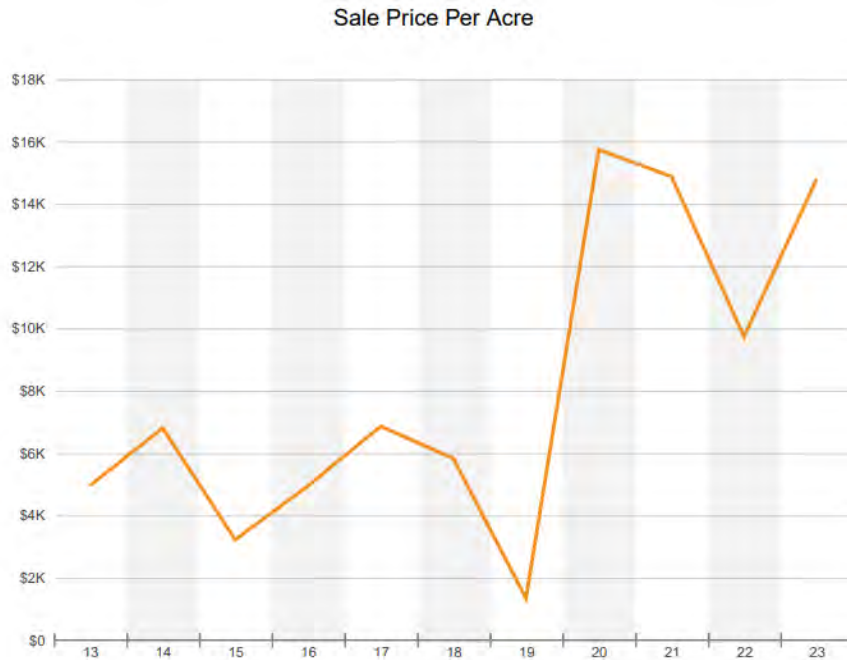
An adjustment for conditions of sale is used to reflect the motivations of buyers and sellers in sales that are not arm's-length transactions due to duress, special relationships, or unusual circumstances. Since Comparables 1 through 4 represent arm's-length transactions with no atypical circumstances reported, no conditions of sale adjustments are required. Given Comparable 5 is an active listing, a downward condition of sale adjustment is applied to account for the anticipated drop from list price to sale price (sale-to-list price ratio).

Market Conditions (Date of Sale)

The subject is being appraised as of a specific date; therefore, adjustments to the comparables must be recognized for changes in market conditions between the sale dates of the comparables and the date of valuation. The adjustment for market conditions is not always related to "time;" changes in market conditions may be caused by inflation, deflation, fluctuations in supply and demand, or other factors.

The four sales closed escrow between October 2021 and March 2023, or within about 24 months from the effective date of value. As discussed in the Market Analysis section, home prices trended substantially higher between mid-2020 and mid-2022, which resulted in steady demand for residential land throughout Yuma County. The overwhelming consensus of market participants, supported by available sales data, suggests land prices escalated rapidly throughout 2021 and into early to mid-2022 but have softened somewhat since mid-2022, with some downward price adjustments taking place in selected cases. Over the past 12 to 15 months, home prices have trended lower throughout Yuma County, and new home sales activity has slowed, which has resulted in reduced land sales activity.

When comparing Sale 1 with the more recent transactions, there is inconclusive correlation that values have increased from the market data although it is likely there are other factors that may influence the variance, e.g., location, size, topography, quality of on- or off-site improvements, etc. In addition, we have reviewed the analytics from Costar involving land sales of 5+ acres in size acquired for residential and agricultural use throughout southwestern and southeastern Arizona outside of the metro areas of Phoenix and Tucson, which indicates market sales prices have increased annually by 11.55% for the last 10 years; however, much of the appreciation in land occurred between 2018 and 2020. A summary trend line of the price per acre from 439 land sales indicates the following:



From 2020 to 2023, pricing for land has fluctuated with the first two years trending downward followed by a partially offsetting upward trend in 2023. Considering the sales occurred between 2021 and 2023, offsetting trends would indicate no market conditions adjustments are warranted to the comparable sales.

Location

The subject property is located at the northeast corner of 4th Avenue and Union Street, in unincorporated Yuma County. The subject property benefits from being located near downtown San Luis and has proximity to State Routes 95 and 195. Comparables 1, 3, 4 and 5 are located in more populated areas within (or near) the city of Yuma or developing communities near Interstate 8. Therefore, these four comparables warrant downward adjustments for having superior locations. Sale 2 is located in an area with similar demographic characteristics overall; thus, no location adjustment is considered necessary for this sale.

The following supplemental data was collected in order to provide support for our location adjustments:

LAND SALES LOCATION ADJUSTMENT ANALYSIS						
Comparable Number	Subject	1	2	3	4	5
Address	North of Union Street and East of N. 4th Avenue 5 Mile Radius	SWC of Foothills Boulevard and 5 Mile Radius	S-SEC of County 24th Street and 20th Street and 20th 5 Mile Radius	N-NEC of 16th Street and Avenue B 5 Mile Radius	E-SEC of County 11 1/2 Street and 5 Mile Radius	E-NEC of Interstate 8 and State Route 195 5 Mile Radius
Radius for Demographic Analysis						
2023 Households	8,199	16,284	6,950	32,678	33,734	15,905
2023 Average Household Income	\$69,954	\$77,492	\$72,950	\$76,557	\$76,838	\$86,948
AHI Relative to Subject	---	10.8%	4.3%	9.4%	9.8%	24.3%
2023 Median Value of Owner Occupied Housing Units	\$179,809	\$196,890	\$182,401	\$182,589	\$185,137	\$200,157
2023 % Renter Occupied Housing Units	29.4%	11.4%	27.7%	35.3%	35.9%	17.0%
2023 % College/Graduate Degree Age 25+	8.9%	16.0%	8.5%	19.2%	19.0%	23.3%
2023 Median Age	29.3	60.5	31.2	34.1	33.5	39.3
Indicated Qualitative Adjustment	---	Superior	Similar	Superior	Superior	Superior
<i>Concluded Quantitative Adjustment</i>	---	-5%	0%	-15%	-15%	-10%

Physical Characteristics

Adjustments for physical characteristics are necessary when the physical characteristics of a comparable property are different from those of the subject. Primary factors analyzed include site size, configuration, access to utilities, on-site and off-site development requirements, and flood status.

SITE SIZE

Typically, as the site size increases, the per acre price decreases, primarily due to economies of scale and a smaller pool of potential buyers. Inversely, the per acre price generally increases as the size decreases due to the fact that more buyers have the ability to acquire smaller parcels, thus increasing demand for smaller parcels. In an effort to determine if a size adjustment should be considered, we have reviewed the sales. The subject site contains 17.84 net acres, compared to a range of 4.70 to 27.80 net acres for the comparables. We have processed a comparison of the data in order to determine an adjustment for size. The price per acre (adjusted through location), number of acres, and ranking for each of the comparable sales is shown in the following table.

ACREAGE (SIZE) ANALYSIS			
Comparable	Acreage (Size)	Size Ranking	Adjusted Thru Location \$ Per Acre
Sale 3	4.70	1	\$117,553
Sale 1	7.05	2	\$67,376
Sale 2	19.95	3	\$60,150
Sale 5	24.00	4	\$62,308
Sale 4	27.08	5	\$42,055
Subject	17.84		

After reviewing the comparables, although the data is not entirely consistent, we would expect there to be some inverse relationship between size and price per acre. Sales 1 and 2 bracket the

subject in terms of size. Sales 2 and 5 acres are compared to Sale 1 to support a reasonable size adjustment.

ADJUSTMENT - SALES 1 & 2					
	Sale 1 (7.05 Ac.)		Sale 2 (19.95 Ac)		
Price/Acre	\$67,376	-	\$60,150	=	\$7,226
				÷	\$60,150 = 12%
					÷ 12.9 Acres
					Per Acre Difference Adj. = -0.93%
ADJUSTMENT - SALES 1 & 5					
	Sale 1 (7.05 Ac.)		Sale 5 (24.00 Ac)		
Price/Acre	\$67,376	-	\$62,308	=	\$5,068
				÷	\$62,308 = 8%
					÷ 16.95 Acres
					Per Acre Difference Adj. = -0.48%
Adjustment Conclusion = 0.48% to 0.93% per Acre Difference					

The data suggests a 0.48% to 0.93% per acre difference adjustment. Thus, a 0.75% per acre size difference is applied to each comparable.

SITE CONFIGURATION

As noted, the subject site is rectangular in shape and well-suited for a range of uses. Since Comparables 1, 2, 3, and 5 have configurations adequately suited for development, no adjustments are considered necessary to these four sales. An upward adjustment is applied to Comparable 4, which has an irregular configuration that hinders development potential on a portion of the site.

ACCESS TO UTILITIES

All necessary utilities are available to the boundary of the subject site. Since utilities and services were available to the boundary of the comparables at the times of sale, no adjustments are applied to these five comparables.

ON-SITE DEVELOPMENT REQUIREMENTS (TOPOGRAPHY)

The topography of the subject site is generally level topography and is at or near street grade, and the site is not located within a flood hazard area. All five comparables have a similar topography and are also not impacted by flood hazard area. Hence, no adjustment is warranted for on-site development requirements.

OFF-SITE DEVELOPMENT REQUIREMENTS

Upon development of the subject site, half-street improvements will be required along 4th Avenue and Union Street; however, the extent of the off-site work or the costs associated with requirements is not known at this time. Since Comparables 2, 4 and 5 require a similar level of

off-site improvements, no adjustments are made to these three sales. Downward adjustments are applied to Comparables 1 and 3, which did not require substantial half-street improvements.

Zoning/Density

The subject is zoned RA-40, Rural Area, 40 Acre Minimum, by Yuma County. Given the surrounding zoning designations of the subject property, a low-density residential use is most likely. The comparables have mixed zoning ranging from AG (Agriculture) to C-1 (Commercial); however, all were acquired for residential development. Sales 1, 2, and 4 were acquired for similar low density residential development. As a result, no adjustments are applied to these three sales. Sales 3 and 5 were purchased for high to medium density residential development, respectively. After reviewing the market data, Sales 3 and 5 warrant downward adjustments for their higher density and the potential for more intensive development activity.

Highest And Best Use

The subject property's highest and best use is for residential development. Since all of the comparables were acquired residential development activity, no adjustments are considered necessary for this factor.

Summary Of Elements Of Comparison

Several factors were considered in the land value analysis including real property rights conveyed, financing terms, conditions of sale, market conditions (time), location, physical characteristics, zoning/entitlements, and highest and best use. Presented in the following table is a summary of the adjustments for each comparable.

LAND SALES ADJUSTMENT GRID						Subject
Comparable Number	1	2	3	4	5	---
Transaction Type	Sale	Sale	Sale	Sale	Listing	---
Transaction Date	Oct-21	Dec-21	Jul-22	Mar-23	---	---
Interest Transferred	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Proposed Use	Residential	Residential	Multi-Family	Residential	Residential	Residential
Sale Price	\$500,000	\$1,200,000	\$650,000	\$1,339,800	\$1,749,000	---
Net Size (Acres)	7.05	19.95	4.70	27.08	24.00	17.84
Size (SF)	307,098	869,022	204,732	1,179,605	1,045,440	777,110
Price Per SF	\$1.63	\$1.38	\$3.17	\$1.14	\$1.67	---
Price Per Acre	\$70,922	\$60,150	\$138,298	\$49,476	\$72,875	---
Price Per Acre	\$70,922	\$60,150	\$138,298	\$49,476	\$72,875	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	-5%	
Market Conditions (Time)	0%	0%	0%	0%	0%	
Subtotal	\$70,922	\$60,150	\$138,298	\$49,476	\$69,231	
Location	-5%	0%	-15%	-15%	-10%	
Size	-8%	2%	-10%	7%	5%	
Configuration	0%	0%	0%	10%	0%	
Access to Utilities	0%	0%	0%	0%	0%	
On-Site Development	0%	0%	0%	0%	0%	
Off-Site Development	-5%	0%	-5%	0%	0%	
Zoning/Density	0%	0%	-25%	0%	-10%	
Highest & Best Use	0%	0%	0%	0%	0%	
Total Other Adjustments	-18%	2%	-55%	2%	-15%	
Value Indication for Subject	\$58,092	\$61,101	\$62,428	\$50,430	\$58,583	
Absolute Adjustment	18%	2%	55%	32%	30%	
Compiled by CBRE						

As indicated above, the comparables provide an adjusted range of \$58,092 to \$62,428 per acre, with four of the five comparables providing support for an upper-range value conclusion and a mean indication of \$58,127 per acre. Most weight is assigned to Comparables 1 and 2 (\$58,092 to \$61,101 per acre), which required the least amount of absolute adjustments and Sale 2 has proximity to subject located within the city of San Luis.

"AS IS" MARKET VALUE

Based on the preceding analysis of the most pertinent sales data available, the market value conclusion is as follows.

CONCLUDED LAND VALUE				
Price Per Acre		Subject Acres		Total
\$59,000	x	17.84	=	\$1,052,560
\$61,000	x	17.84	=	\$1,088,240
Indicated Value:				\$1,070,000
		Rounded Price Per Acre		\$59,978
Compiled by CBRE				

Therefore, after considering all facts available, subject to the underlying assumptions and limiting conditions, **extraordinary assumptions** included, it has been concluded the fee simple interest in the subject property had an “as is” market value, as of October 19, 2023, as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
"As Is" Market Value	Fee Simple Estate	October 19, 2023	\$1,070,000
Compiled by CBRE			

The “as is” market value conclusion for the subject’s site of \$1,070,000 equates to \$59,978 per acre of net land area and \$54,040 per acre of gross land area.

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

DEFINITIONS

Appraisal:

“(noun) The act or process of developing an opinion of value; an opinion of value. (adjective) Of or pertaining to appraising and related functions such as appraisal practice or appraisal services.”²

Appraiser:

“One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective.”³

Contiguity:

“The quality or state of being contiguous.”⁴

Economic Unit:

1. “A portion of a larger (parent) parcel, vacant or improved, that can be described and valued as a separate and independent parcel. Physical characteristics such as location, access, size, shape, existing improvements, and current use are considered when identifying an economic unit. The economic unit should reflect marketability characteristics similar to other properties in the market area. In appraisal, the identification of economic units is essential in highest and best use analysis of a property.”
2. “A combination of parcels in which land and improvements are used for mutual economic benefit. An economic unit may comprise properties that are neither contiguous nor owned by the same owner. However, they must be managed and operated on a unitary basis and each parcel must make a positive economic contribution to the operation of the unit.”⁵

² The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice (USPAP)* (2018-2019 Edition), 1.

³ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice (USPAP)* (2018-2019 Edition), 1.

⁴ Merriam-Webster On-Line Dictionary 2010.

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal* (Sixth Edition), 72-73.

Leased Fee Interest:

"The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."¹⁰

Leasehold Interest:

"The tenant's possessory interest created by a lease."¹¹

Market Value:

According to the most recent publication of the Uniform Appraisal Standards for Federal Land Acquisitions, market value is defined as follows:

"Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."¹²

Price:

1. "The amount paid in exchange for a good or commodity. Price is distinguished from value because price becomes a fact when the transaction is consummated as opposed to value, which is an estimate."
2. The amount asked, offered, or paid for a property. Comment: Once stated, price is a fact, whether it is publicly disclosed or retained in private. Because of the financial capabilities, motivations, or special interests of a given buyer or seller, the price paid for a property may or may not have any relation to the value that might be ascribed to that property by others. (USPAP, 2018-2019 ed.)¹³

¹⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal* (Sixth Edition), 128.

¹¹ *ibid*, 128.

¹² Appraisal Institute, *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* (Sixth Edition), 10.

¹³ Appraisal Institute, *The Dictionary of Real Estate Appraisal* (Sixth Edition), 175.

Larger Parcel:

"In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use."⁹

Right-Of-Way:

"A right to pass over land in some particular path; a strip of land used for transportation such as streets and roads, railways, utility and fiber optic lines, and for other public or private transportation uses."¹⁴

Severance Damages:

Severance is defined as "the damages that will accrue to the portion not sought to be condemned by reason of its severance from the portion sought to be condemned, and the construction of the improvement in the manner proposed by the plaintiff."¹⁵

⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* (Sixth Edition), 127.

¹⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* (Sixth Edition), 202-203.

¹⁵ Arizona Revised Statutes §12-1122(A)(2).

Addendum B

COMPARABLE LAND SALES

Property Name	N/A
Address	SWC of Foothills Boulevard and 48th Street Unincorporated Yuma County, AZ 85367
County	85367
Govt./Tax ID	728-36-901
Land Area Net	7.050 ac/ 307,098 sf
Land Area Gross	N/A/ N/A
Site Development Status	Raw
Utilities	All available to site at time of sale
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	04027C1570E/ Aug 2008
Zoning	C-1, Commercial District (Yuma County)
Entitlement Status	None



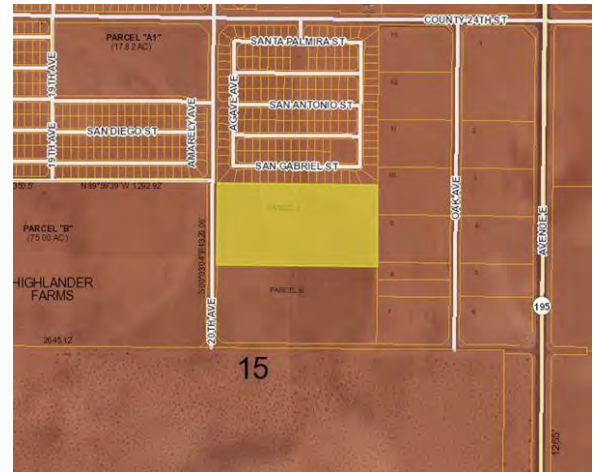
Transaction Details

Type	Sale	Primary Verification	Buyer Broker - Realty Executives
Interest Transferred	Fee Simple	Transaction Date	10/20/2021
Condition of Sale	Typically motivated arm's length transaction	Recording Date	10/20/2021
Recorded Buyer	Five Management LLC	Sale Price	\$500,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	El Rancho Encantado LLC	Cash Equivalent	\$500,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$500,000
Doc #	2021-39156	Adjusted Price / ac and / sf	\$70,922 / \$1.63
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This comparable represents 7.05 acres of vacant land located at the southwest corner of Foothills Boulevard and 48th Street in unincorporated Yuma County, Arizona. In terms of physical traits, the site is rectangular, generally level, and has all utilities available to the site. Surrounding uses include developed manufactured homes, a service station/c-store, and vacant land zoned for commercial use or manufactured home development. According to the listing agent, the property was going to be developed for condominiums before community members spoke out against it. She noted that it is now planned to house 20 to 25 lots for development. Upon development, no significant half-streets are required; the roadways siding the property are fully improved with concrete curbs, gutters, sidewalks, and curb cuts. The property sold in October 2021 for \$500,000 or \$1.63 per square foot. The nearest freeway access is via Interstate 8, approximately four miles north via Foothills Boulevard.

Property Name	N/A
Address	S-SEC of County 24th Street and 20th Avenue San Luis, AZ 85349
County	Yuma
Govt./Tax ID	227-15-029
Land Area Net	19.950 ac/ 869,022 sf
Land Area Gross	N/A/ N/A
Site Development Status	Raw
Utilities	All utilities were available to the site at the time of sale.
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	04027C2155E
Zoning	R1-6, Single Residence, 6,000 Square Feet/Dwelling Unit (San Luis)
Entitlement Status	None



Transaction Details

Type	Sale	Primary Verification	Public Records, Affidavit
Interest Transferred	Fee Simple	Transaction Date	12/10/2021
Condition of Sale	Arm's Length	Recording Date	12/10/2021
Recorded Buyer	Harvest Power Community Development Group Inc.	Sale Price	\$1,200,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	Border Ranches II LLC	Cash Equivalent	\$1,200,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$1,200,000
Doc #	2021-45696	Adjusted Price / ac and / sf	\$60,150 / \$1.38
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This comparable represents a 19.95-acre vacant land located south of the southeast corner of County 24th Street and 20th Avenue in San Luis, Yuma County, Arizona. In terms of physical traits, the site is rectangular, generally level, and has all utilities available to the site. Surrounding uses include vacant land platted for single-family residential development to the north, a medical campus and vacant lots within an industrial park to the east, and vacant land to the west and south. The San Luis II Commercial Port of Entry is located about one-quarter mile to the south of the property. The site has R1-6 zoning, which is a single-family residential designation allowing a 6,000-square-foot lot minimum. Upon development, half-street improvements will be required. On December 10, 2021, the property sold for \$1,200,000, or \$60,150 per acre. The transfer was arm's length, and financing terms were considered cash equivalent.

Property Name	N/A
Address	N-NEC of 16th Street and Avenue B Yuma, AZ 85364
County	Yuma
Govt./Tax ID	664-29-014
Land Area Net	4.700 ac/ 204,732 sf
Land Area Gross	N/A/ N/A
Site Development Status	Raw
Utilities	All utilities were available to the site at the time of sale.
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	04027C1510F/ Jan 2014
Zoning	R-3, High Density Residential, City of Yuma
Entitlement Status	None



Transaction Details

Type	Sale	Primary Verification	Listing Broker - Realty Executives 14
Interest Transferred	Fee Simple	Transaction Date	01/13/2022
Condition of Sale	Arm's Length	Recording Date	01/13/2022
Recorded Buyer	Yuma Sonoran LLC	Sale Price	\$650,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	Dahl, Robins & Associates, Inc.	Cash Equivalent	\$650,000
Marketing Time	48 Month(s)	Capital Adjustment	\$0
Listing Broker	Amber/Caroly McKelvey-Malouff (928) 782-0405	Adjusted Price	\$650,000
Doc #	2022-017579	Adjusted Price / ac and / sf	\$138,298 / \$3.17
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This comparable represents a 4.7-acre tract of vacant land located north of the northeast corner of 16th Street (U.S. Route 95) and Avenue B in Yuma, Arizona. In terms of physical traits, the site is rectangular, generally level, and has all utilities available to the site. Surrounding uses include commercial development, single-family homes, and vacant land zoned for high-density residential and commercial use. The site has R-3, high-density residential zoning, and according to the listing agent, is being developed for an 84-unit affordable complex and will be known as Sonoran Apartments. Upon development, no half-street improvements are required as Avenue B is fully improved at the site with concrete curbs, gutters, and sidewalks. The nearest freeway access is via Interstate 8, approximately three miles east via 16th Street. The site had been listed on the market for over four years with an original asking price of \$5.00 per square foot, followed by gradual reductions in the asking price before selling in January 2022 at a purchase price of \$650,000, or \$3.17 per square foot.

Property Name	N/A
Address	E-SEC of County 11 1/2 Street and Avenue C Yuma, AZ 85365
County	Yuma
Govt./Tax ID	694-50-024
Land Area Net	27.080 ac/ 1,179,605 sf
Land Area Gross	N/A/ N/A
Site Development Status	Other(See Comments)
Utilities	All utilities were available to the site at the time of sale.
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	04027C1520F/ Jan 2014
Zoning	RA-10, Rural Agriculture (Yuma County)
Entitlement Status	None



Transaction Details

Type	Sale	Primary Verification	Public Record, Affidavit
Interest Transferred	Fee Simple	Transaction Date	03/01/2023
Condition of Sale	Typically motivated arms length transaction	Recording Date	03/03/2023
Recorded Buyer	HH Holdco LLC	Sale Price	\$1,339,800
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	Barkley Limited Partnership	Cash Equivalent	\$1,339,800
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$1,339,800
Doc #	2023-05185	Adjusted Price / ac and / sf	\$49,476 / \$1.14
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This comparable represents a 27.08-acre site of vacant land located east of the southeast corner of County 11 1/2 Street and Avenue C in Yuma, Arizona. In terms of physical traits, the site is irregular in terms of configuration, generally level, and has all utilities available to the site. Surrounding uses include a newly developing single-family subdivision to the southwest and vacant land zoned/designated for low-density residential use. The site has R-1-6, low-density residential zoning and is designated by the Yuma General Plan for residential use. Upon development, nominal half-street improvements are required. The nearest freeway access is via Interstate 8, approximately 5.5 miles northeast via 16th Street. The site sold in March 2023 for \$1,339,800, or \$1.14 per square foot of net land area.

Property Name	N/A
Address	E-NEC of Interstate 8 and State Route 195 Yuma, AZ 85365
County	Yuma
Govt./Tax ID	197-04-041
Land Area Net	24.000 ac/ 1,045,440 sf
Land Area Gross	N/A/ N/A
Site Development Status	Raw
Utilities	All utilities were available to the site at the time of sale.
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	04027C1545E
Zoning	AG, Agriculture District (Yuma)
Entitlement Status	None



Transaction Details

Type	Available/Listing	Primary Verification	Marketing Package
Interest Transferred	Fee Simple	Transaction Date	07/31/2023
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	N/A	Sale Price	\$1,749,000
Buyer Type	N/A	Financing	Cash to Seller
Recorded Seller	Yuma 4-D/Crawford AZ LLP	Cash Equivalent	\$1,749,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Jerry LoCoco	Adjusted Price	\$1,749,000
Doc #	N/A	Adjusted Price / ac and / sf	\$72,875 / \$1.67
		Adjusted Price/ FAR	N/A
		Adjusted Price/ Unit	N/A

Comments

This comparable represents 24.0 acres of undeveloped land located east of the northeast corner of Interstate 8 and State Route 195 in Yuma, AZ. In terms of physical traits, the site is mostly rectangular, generally level, and has all utilities available to the site. Surrounding land uses include a mix of single-family housing and vacant land planned for commercial use. While the site is zoned AG, Agriculture by the city of Yuma, the city's General Plan designates the site for medium-density residential use. Upon development, significant half-street improvements will be required along 26th Street. The property has been listed on the open market for approximately 10 months at an asking price of \$1,749,000, or \$1.67 per square foot of land area.

Addendum C

ENGAGEMENT LETTER

Katie Hobbs
Governor



Robyn Sahid
Cabinet Executive Officer
Executive Deputy Commissioner

Arizona State Land Department

1110 West Washington Street, Phoenix, AZ 85007
(602) 542-4631

October 3, 2023

Thomas Raynak, MAI
CBRE | Valuation and Advisory Services
2415 E. Camelback Road, Suite 900
Phoenix, AZ 85016

Re: **Engagement Letter – Application No. file #53-124170-00-100 (City of San Luis)**

Dear Mr. Raynak:

This letter will serve as your authority to appraise the below referenced real property. **Please use the above application number on all correspondence regarding this assignment.**

APPRAISAL ENGAGEMENT LETTER SPECIFIC REQUIREMENTS OF THE APPRAISAL ASSIGNMENT

SUBJECT PROPERTY

The subject consists of ±19.80 gross acres and ±17.84 net acres (per ALTA Survey) of State Trust Land situated north of Union Street and east of N. 4th Ave., ±1/4 mile north of Juan Sanchez Blvd., City of San Luis, Yuma County, Arizona. The subject is also described as being part of Township 11S, Range 25W, Section 1. The applicant intends to expand the city hall complex and keep city services at a strategic location. The appraised value will be the minimum bid price at a future public auction.

INTENDED USER

The Arizona State Land Department and Board of Appeals

INTENDED USE

The intended use is to assist the State Land Department in its disposition and/or leasing decisions. The appraisal will assist in the establishment of the minimum bid price for a State Trust land auction.

APPRAISAL FORMAT

Appraisal Report

INTEREST TO BE APPRAISED

Fee Simple

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to provide an opinion of the fee simple interest in the “as is” market value of the subject

property. This assignment requires an all cash market value as defined in the ASLD appraisal policy. The value opinion should be in accordance with the appraisal policies and procedures of the ASLD (please reference ASLD Appraisal Guidelines, Revised February 2020 version) as well as the most recent edition of USPAP.

APPRAISAL FEE

\$3,900 This fee is a gross fee, inclusive of all expenses. This fee does not include time spent defending the appraisal in front of the Board of Appeals (if applicable).

A penalty of \$100 per day may be assessed for every business day the appraisal is delivered beyond the agreed upon due date. Notably, if delays occur during the appraisal due to circumstances beyond the control of the appraiser, it is required that the appraiser contact the undersigned immediately to obtain an amended delivery date.

DUE DATE

November 2, 2023

NUMBER OF REPORT COPIES

Initially, a PDF version of a *draft* appraisal should be provided for review. **This draft copy should have the word “draft” placed in a conspicuous place on each page of the report** (not needed for the Addenda pages). **Also, the draft appraisal should not include signatures (in the Letter of Transmittal nor Certification).** Once the appraisal has been approved by the Appraisal Section, you will be asked to provide a PDF (unlocked) version of the final appraisal with “draft” watermarks removed and signatures provided. **Hard copies are no longer required.**

PLEASE ADDRESS REPORTS TO

R. Scott Sherwood
Appraisal Section Manager
Arizona State Land Department
1110 West Washington Street
Phoenix, Arizona 85007

SPECIAL REQUIREMENTS

Within the Letter of Transmittal, include the per acre value along with the subject’s lump sum value indication.

Special Note: Initially, the appraiser will be expected to complete a *draft* appraisal to be reviewed by an ASLD staff appraiser. The review process may reveal the need for changes to the *draft* appraisal. Once the changes (if any) are considered by the appraiser and the *revised draft* is accepted by the Appraisal Section, the appraiser’s invoice will be submitted for payment. The appraisal will then remain in *draft* form **for up to six months**; the appraiser being obligated to consider additional changes to the *draft*

appraisal during this time by Administrators within the Sales & Leasing Section, the Land Commissioner, and/or Applicants. These change requests would first be vetted by the Appraisal Section for reasonableness and then communicated to the appraiser. The appraiser will be required to consider, but not obligated to make the requested changes. Once the *final* appraisal is requested (the request being prior to the end of the six-month period), the appraiser would be expected to produce the *final* appraisal within five (5) business days. Finally, it is also possible that a *final* appraisal would not be requested during the six-month draft period, which would then mark the end of the appraiser's obligation for this assignment. If a new date of value is requested either during or after the six-month draft period, the appraiser may be asked to complete an updated or new *draft* appraisal for an additional fee (to be negotiated).

GENERAL REQUIREMENTS

A copy of this letter and any other written instructions from the Arizona State Land Department must be included in the appraisal. Your appraisal cover letter must reference your compliance with the Arizona State Land Department Appraisal Guidelines (Revised February 2020) as well as the most recent edition of USPAP.

The Contractor should value the subject as if it were vacant with no improvements. Notably, however, while not valued, if improvements do exist, they should be generally identified within the appraisal.

The Contractor accepting this assignment and holding the appropriate State license and certification must inspect the subject property and sign the appropriate certification of value. You and other appraisers signing the certification of value are required to include your State license/certification number(s) under your signature(s) in the appraisal report. You and other appraisers signing the certification are also required to include a copy of your State certificate and your qualifications in the Addenda. ***This assignment cannot be subcontracted to an outside individual or firm without our prior written consent.***

Should the scope of your work be more limited, the exceptions should be identified in the appraisal transmittal letter.

An Executive Summary is required to be included in the preface of the report.

Do not discuss your valuation conclusions with anyone other than the Appraisal Section staff at the Arizona State Land Department.

**REQUIRED HYPOTHETICAL
CONDITIONS AND
EXTRAORDINARY
ASSUMPTIONS**

The appraisal should include the following ***hypothetical condition***:

1. None

The appraisal should also include the following ***extraordinary assumptions***:

1. There is no archaeological significance on the subject site. (Note to the appraiser: if the appraiser is aware that archeological significance exists, this then becomes a hypothetical condition).
2. There is no geological significance on the subject site. (Note to the appraiser: if the appraiser is aware that geological significance exists, this then becomes a hypothetical condition).
3. There are no environmental risks or hazardous conditions found on the subject site. (Note to the appraiser: if the appraiser is aware of environmental risks and hazardous conditions, this then becomes a hypothetical condition).
4. Legal access exists. (Note to the appraiser: if the appraiser is aware that no legal access exists, this then becomes a hypothetical condition).
5. And others the appraiser deems appropriate.

Please note that to remain in compliance with USPAP the appraiser must include the following statement along with the list of hypothetical conditions and extraordinary assumptions: ***“the use of these hypothetical conditions and extraordinary assumptions might have affected the assignment results.”***

ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

**REVIEW OF
CONTRACTOR'S WORK**

Work shall be completed in a responsible and professional manner in accordance with the requirements incorporated in the appraisal assignment. Determination of the acceptability of work will be made by the State. Should the Contractor fail to successfully perform any of the required

tasks, provide an insufficient level of information, commit errors of any nature, and/or omit necessary documentation concerning the work performed, the Contractor agrees to correct deficiencies and errors, as well as furnish the required documentation at no additional costs to the State within five working days of the requested changes. Unless other arrangements have been made with the undersigned, a penalty of \$100 per day will be assessed for revisions that are completed beyond this time frame.

LIQUIDATED DAMAGES

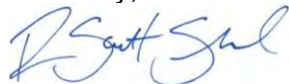
The State may terminate this contract in whole or part if the appraisal is not delivered within five (5) business days after the appraisal due date, assuming no other arrangements have been made between ASLD and the Contractor in writing. In that event, the Contractor will: 1) not receive payment of the appraisal fee and 2) be liable for such liquidated damages accruing until the State may reasonably obtain the performance of the assignment from a replacement contractor. The State's right to liquidated damages for delay shall be in addition to any other remedies available to the State arising from Contractor's breach.

**OTHER TERMS, CONDITIONS,
SPECIFICATIONS,
AMENDMENTS, ETC.**

The Contractor may be asked to make revisions as requested by the State resulting from changes in construction and/or right of way plans. Revisions may also include the addition or deletion of parcels. If substantial changes are made to the original assignment, the Contractor may be able to charge an additional fee that is mutually agreed upon by the Contractor, State, and Applicant (if applicable). The Contractor may be asked to defend his/her appraisal before the Board of Appeals. If this should occur, the Contractor will be compensated on an hourly basis for travel time, waiting time, and time spent testifying before the Board based on a mutually agreed upon hourly rate established prior to the Board meeting.

Should you have any questions, you may contact me by phone at 602-364-2684 or by email at ssherwood@azland.gov.

Sincerely,



R. Scott Sherwood
Appraisal Section Manager

Addendum D

QUALIFICATIONS

Steve E. Porter, MAI

Vice President, Phoenix

CBRE



T + 602 735 5116
M +480 259 9781
steve.porter2@cbre.com

2575 E. Camelback Rd.,
Suite 500
Phoenix, Arizona 85016

Clients Represented

- U.S. Dept. of Interior
- Trust for Public Lands
- Conservation Fund
- State of UT School Trust Lands
- State of Arizona
- Mutual of Omaha Bank
- California Bank & Trust
- Western Alliance Bank
- U.S. Bancorp
- National Bank of Arizona
- Zions First National Bank
- City of Henderson, NV
- Bank of Hope
- Academy Bank
- Celtic Bank
- Northern Arizona University
- First Horizon

This represents only a partial list of the clients served.

Experience

Steve Porter is a Vice President of the Valuation & Advisory Services within the Pacific Southwest Region in the Phoenix Office. Mr. Porter has over 25 years of real estate appraisal and consulting experience throughout the inter-mountain and southwest region, with primary experience in Arizona and Nevada. Mr. Porter is a designated member of the Appraisal Institute (MAI) and is licensed as a Certified General Real Estate Appraiser in the state of Arizona. He has also held licenses in the states of Nevada and Utah for over 20 years, along with temporary licenses in California, New Mexico and Colorado.

Prior to joining CBRE in January 2018, Mr. Porter was manager of the Phoenix Office for RCS Appraisal Inc. from 2014 to 2017 providing valuation services for multiple commercial property types, specializing in going concerns, hospitality, senior housing facilities, and federal land valuations under the guidelines of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA – Yellow Book). Mr. Porter has been an appointed Hearing Officer with the Washington County Board of Equalization in St. George, Utah, where he had served from 2003 to 2014. From 1994 to 2014, primary emphasis in appraisal services was in multiple family projects, subdivisions, master planned developments, and federal land acquisitions and exchanges. Current emphasis at CBRE has been the valuation of going concerns (fuel stations, car washes, restaurants, etc.), RV/mobile home parks, agribusiness, land and natural resource properties.

Representative Assignments

Last Stop Adventure Travel Center – White Hills, AZ
ARCO Am/Pm -Phoenix, AZ
TA Travel Center – White Hills, AZ
Chevron Chandler – Chandler, AZ
Kwik Corner Mobil – Phoenix, AZ
Chevron Food Mart & Dairy Queen – Overgaard, AZ
Terrible Herbst – Quartzsite, AZ

Shell Food Mart – Apache Jct., AZ
Road Trip Auto & Fuel – LHC, AZ
Dunlap Chevron – Phoenix, AZ
USA Gas – Parker, AZ
Biltmore Chevron, Phoenix, AZ
Shell Food Mart – Mesa, AZ
AZ Travel Plaza – Ehrenberg, AZ

Professional Affiliations / Accreditations

- Appraisal Institute – Designated Member (MAI), Certificate No. 494206
- Certified General Appraiser, State of Arizona, #31677

Education

- Brigham Young University, Provo, UT - Bachelors of Arts in Economics - 1994
- Utah State University, Logan, UT - Master of Business Administration - 1998

Department of Insurance and Financial Institutions

State of Arizona

CGA - 31677

This document is evidence that:

has complied with the provisions of

Steve E. Porter

Arizona Revised Statutes, relating to the establishment and operation of a:

Certified General Real Estate Appraiser

and that the Deputy Director of Financial Institutions of the State of Arizona has granted this license to transact the business of a:

Certified General Real Estate Appraiser

Steve E. Porter

This license is subject to the laws of Arizona and will remain in full force and effect until expired, surrendered, revoked or suspended as provided by law.

Expiration Date : **October 31, 2024**

Thomas Raynak, MAI

Director, Phoenix, Arizona

CBRE



T + 602-735-1744
M + 602-516-8352
thomas.raynak@cbre.com

2575 East Camelback Road
Suite 500
Phoenix, Arizona 85016

Clients Represented

- Alliance Bank
- AZ State Land Dept.
- Bank of America
- Banner Bank
- BNC National Bank
- Central Bank
- Commencement Bank
- Comerica Bank
- CIBC World Markets
- Developers
- Homebuilders
- Farmers Merchant Bank
- First Bank
- GTIs Partners
- Metro Phoenix Bank
- National Bank Of AZ
- NY Community Bank
- Pacific Western Bank
- Parkway Bank & Trust
- Talmer Bank & Trust
- The Resmark Cos.
- Tricon Capital Group
- US Bank
- Unison Bank

© 2023 CBRE, Inc.

Experience

Thomas Raynak, MAI, is a Director with CBRE's Valuation & Advisory Services. Thomas Raynak has experience with a broad spectrum of property types, but specializes in the valuation of vacant land, master planned communities, residential subdivisions (single-family, townhomes and condominiums), and apartments. He also provides review services to several lending institutions. He also has experience completing appraisals and consulting assignments on office and medical office buildings, retail properties, industrial properties, mobile home/RV parks, mini storage facilities, private/charter schools, restaurants, automotive facilities, and a variety of special use properties.

Thomas Raynak has completed over 2,500 assignments throughout the state of Arizona. Additionally, he has extensive experience as a qualified expert in Federal Bankruptcy Court. As a member of the Appraisal Institute, he held several positions including serving as a member of an experience review committee, a regional disciplinary panel, and as a mentor to candidates for membership. Thomas Raynak has been a partner in a private real estate development venture since 2007.

Thomas Raynak works in the Western Region which covers the western portion of the United States.

Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI)
- Arizona Certified General Real Estate Appraiser, No 30413

Education

- Master of Arts Degree, Geography (Land Use Analysis)
 - Arizona State University, Tempe, Arizona 1985
- Bachelor of Science Degree, Geography (Urban Planning)
 - Pennsylvania State University, University Park, Pennsylvania 1981

Department of Insurance and Financial Institutions

State of Arizona

CGA - 30413

THOMAS A. RAYNAK

has complied with the provisions of

This document is evidence that:

Arizona Revised Statutes, relating to the establishment and operation of a:

Certified General Real Estate Appraiser

and that the Deputy Director of Financial Institutions of the State of Arizona has granted this license to transact the business of a:

Certified General Real Estate Appraiser

THOMAS A. RAYNAK

This license is subject to the laws of Arizona and will remain in full force and effect until expired, surrendered, revoked or suspended as provided by law.

Expiration Date : **September 30, 2024**

Byron Bridges, MAI, MRICS

Director, Tucson

CBRE



T + 520 323 5163
M +520 903 8962
Byron.bridges@cbre.com

3719 North Campbell Avenue
Tucson, Arizona 85719

Clients Represented

- Caliber Companies
- Capital Source Bank
- Cargill /CarVal Investors
- CEMEX
- Citibank
- Compass Bank
- Exclusive Resorts
- Freddie Mac
- Fortress Investment Group
- Four Seasons Resorts
- Goldman Sachs
- Grupo Presidente
- ING
- Kerzner International
- Lewis & Roca
- Merrill Lynch
- MIRA Companies
- Morgan Stanley
- Ohana Real Estate
- PriceWaterhouseCoopers
- Promecap
- Snell & Wilmer
- State Farm Insurance
- U.S. Army Corps of Engineers
- Walton Street Capital
- Western Alliance Bank

© 2023 CBRE, Inc.

Experience

Mr. Bridges is the director of the Valuation & Advisory Services Group's Tucson office in the Intermountain Region and has over 22 years of real estate appraisal and consulting experience. Mr. Bridges is a designated Member of the Appraisal Institute (MAI). Mr. Bridges primary geographical location is Southern Arizona. Mr. Bridges is also a member of CBRE's Latin America Valuation & Advisory Team and has performed numerous international valuation assignments.

His appraisal experience has been in the fee preparation of real estate appraisals, rent analyses, demand and absorption studies, and feasibility studies for a variety of clients, including numerous financial institutions, government agencies, Fortune 500 corporations, insurance companies, and private organizations. Experience involves a wide variety of property types as well as conservation easements, special purpose real estate holdings, agriculture properties, among others. Mr. Bridges has considerable experience with litigation cases.

Mr. Bridges has conducted many appraisals, market studies and feasibility analyses of master-planned communities, condominium projects, land, hospitality resort properties, residential properties, and commercial properties within and around the major beach front communities in Mexico, Costa Rica, and Belize. Mr. Bridges has extensive knowledge of the Mexico and Latin America real estate marketplace and since 2001 has performed valuation and consultation assignments in Latin America countries in excess of over 800 individual assignments.

Mr. Bridges areas of concentration include the oceanfront beach resorts of Mexico, Costa Rica, and Belize, and other Latin America countries. Within Baja California Sur resort areas, he has completed extensive valuation and consultation work in Los Cabos (Cabo San Lucas, San Jose del Cabo), East Cape, Todos Santos, the Pacific Ocean area, La Paz, and Loreto; in Quintana Roo, Riviera Maya, Playa del Carmen, Cancun, Tulum, Cozumel, Isla Mujeres, and Riviera Maya; in Jalisco and Nayarit, Puerto Vallarta, Punta Mita, Nuevo Vallarta, Sayulita, and the Riviera Vallarta; in Baja California, Rosarito, Ensenada, and San Felipe; in Sonora, Puerto Peñasco (Rocky Point) and San Carlos/Guaymas; in Costa Rica, Guanacaste, and Jaco.

The assignments prepared were done for various clients for many reasons such as financial transactions, business decisions, investment speculation, estates, litigation, partnership disputes, easements, and others.

Professional Affiliations / Accreditations

- State Certified General Real Estate Appraiser-State of Arizona, No. 31173
- Appraisal Institute, Designated Member (MAI), No. 534642
- Member of the Royal Institution of Chartered Surveyors (MRICS)

Education

- University of Arizona
- Bachelor of Science; Regional Development/Planning
- Bachelor of Science in Business Administration; Entrepreneurship
- Appraisal Institute and other appraisal-related coursework

Department of Insurance and Financial Institutions

State of Arizona

CGA - 31173

BYRON LLOYD BRIDGES

has complied with the provisions of

This document is evidence that:

Arizona Revised Statutes, relating to the establishment and operation of a:

Certified General Real Estate Appraiser

and that the Deputy Director of Financial Institutions of the State of Arizona has granted this license to transact the business of a:

Certified General Real Estate Appraiser

BYRON LLOYD BRIDGES

This license is subject to the laws of Arizona and will remain in full force and effect until expired, surrendered, revoked or suspended as provided by law.

Expiration Date : **September 30, 2025**

**ARIZONA STATE LAND DEPARTMENT
1110 WEST WASHINGTON STREET
PHOENIX, ARIZONA 85007**

PUBLIC AUCTION SALE NO. 53-124170

Pursuant to A.R.S. Title 37, notice is hereby given that the State of Arizona through its Arizona State Land Department (“ASLD”), will sell at Public Auction to the highest and best bidder at 11:00 a.m. on Tuesday, June 11, 2024, at Yuma County Courthouse, 250 West Second Street, Yuma, Arizona, or another location to be announced no less than seven (7) days prior to the auction, trust lands situated in Yuma County to wit:

TOWNSHIP 11 SOUTH, RANGE 25 WEST, G&SRM, YUMA COUNTY, ARIZONA

PARCEL: NWSE, SECTION 1, CONTAINING 19.80 ACRES, MORE OR LESS.

LOCATION: NEC of 4th AVENUE AND UNION STREET, SAN LUIS, ARIZONA

BENEFICIARIES: (018) MINERS HOSPITAL FOR DISABLED MINERS; (031) PERMANENT COMMON SCHOOLS (INDEMNITY SELECTIONS); (049) UNIVERSITY; (050) UNIVERSITY OF ARIZONA (ACT OF 2/18/1881)

PROPERTY INFORMATION:

(A) The complete legal description of Land Sale No. 53-124170 (the “Sale Parcel”) is available in its respective file.

(B) The Sale Parcel has been appraised at \$1,070,000.00 (“Appraised Value”).

(C) There are no reimbursable improvements on the Sale Parcel.

(D) The complete file associated with the above-described Sale Parcel is open to public inspection at the ASLD, 1110 West Washington Street, Phoenix, Arizona, from 8:00 a.m. to 4:30 p.m., exclusive of holidays and weekends. Please direct any questions regarding this Public Auction to the Real Estate Division of ASLD at (602) 542-3000. This auction notice is available on the ASLD's website at <https://land.az.gov>.

BIDDING INFORMATION:

(A) Prior to the date of auction, a prospective bidder shall perform their own due diligence including, without limitation, researching the records of local jurisdictions, all ASLD files pertinent to the auction and the Sale Parcel, including, without limitation, ASLD File No. 53-124170, and files of all other public agencies regarding the Sale Parcel.

(B) On the date of auction, a prospective bidder, or a representative of a prospective bidder, other than the registered broker/salesperson, if any, shall attend and bid on behalf of a prospective bidder.

(C) Prior to the start of bidding, a prospective bidder shall sign an affidavit agreeing that: they have undertaken due diligence in preparation for the auction; they are purchasing the Sale Parcel solely upon the basis of their own due diligence and investigation of the Sale Parcel and not on the basis of any representation, express or implied, written or oral, made by ASLD or its agents or

employees, except as set forth in writing herein; their representative is authorized to bid and bind the bidder; and they are purchasing the Sale Parcel AS IS.

(D) Prior to the start of bidding, a prospective bidder must show ASLD's representative a **Cashier's Check** made payable to "Arizona State Land Department" in the amount specified under Terms of Sale Paragraph (F) below. If the prospective bidder is not the applicant, the amount of Cashier's Check shall be \$336,280.00. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$304,800.00.

(E) A prospective bidder who has complied with Paragraphs (A) through (D) above shall be deemed a "Registered Bidder" and may bid at the auction. ASLD shall only consider bids by Registered Bidders.

(F) The bidding will begin at the Appraised Value of \$1,070,000.00. A bid for less than the Appraised Value of the Sale Parcel will not be considered. Additional bidding must be made in minimum increments of \$10,000.00. Bidding will be conducted orally.

(G) The time of declaration of the highest and best bid shall be deemed the "Time of Sale". A Registered Bidder whose bid is declared the highest and best bid shall be deemed the "Successful Bidder". The amount of the highest and best bid shall be deemed the "Sale Price".

(H) To comply with A.R.S. § 37-240(B), ASLD shall require that the Successful Bidder must be authorized to transact business in the State of Arizona no later than ten (10) business days after the date of the auction.

(I) Pursuant to A.R.S. § 37-241(C), in the event of forfeiture by the Successful Bidder, the ASLD Commissioner may declare that the bid placed before the final bid accepted is the highest bid, and that bidder has five (5) days after notification by ASLD to pay by cashier's check all amounts due under Terms of Sale Paragraph (F) below.

(J) Persons with a disability may request a reasonable accommodation, such as a sign language interpreter by contacting the ADA Coordinator at (602) 542-2629. Requests should be made as early as possible to allow time to arrange the accommodation.

TERMS OF SALE:

(A) The Sale Parcel shall be purchased in an "AS-IS" condition "WITH ALL FAULTS", with no representation or warranty being made by ASLD of any type or nature. ASLD makes no warranty as to the following: (i) the physical condition or any other aspect of the Sale Parcel, including, but not limited to, the uses to which the Sale Parcel may be put, the ability to construct additional improvements or modify existing improvements on any portion of the Sale Parcel or the ability to obtain building permits for any portion of the Sale Parcel, the conformity of the Sale Parcel to past, current or future applicable landscaping, parking, zoning or building code requirements, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, water retention characteristics of the Sale Parcel, drainage onto or off of the Sale Parcel, the location of the Sale Parcel either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Sale Parcel or any improvements constituting the Sale Parcel; or (ii) the sufficiency of the Sale Parcel for purchaser's purposes or as to its continued operating conditions or usefulness. All implied warranties, including, without limitation,

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are hereby expressly disclaimed.

(B) The Sale Parcel is sold subject to existing reservations, easements, and rights of way.

(C) ASLD does not represent or warrant that access exists over lands which may intervene respectively between the Sale Parcel and the nearest public roadway.

(D) Pursuant to A.R.S. § 37-231, the State of Arizona or its predecessor in title reserve and retain all rights and all forms of access to all oil, gas, minerals, hydrocarbon substances and gaseous substances or any other material which is essential to the production of fissionable materials as provided by the rules and regulations of ASLD and the laws of Arizona.

(E) Immediately following the Time of Sale, the Successful Bidder must sign an affidavit which states without limitation that he/she is the Successful Bidder and the amount of the Sale Price.

(F) Immediately following the Time of Sale, the Successful Bidder shall pay the following to ASLD by a cashier's check:

- 1) 25% of the Appraised Value of the Subject Property, which is \$267,500.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$32,100.00;
- 3) Estimated Reimbursable Legal Advertising Costs to ASLD, which are \$5,000.00;
- 4) Reimbursable Appraisal Fee which is \$3,900.00; and
- 5) Estimated Reimbursable Costs and Expenses of \$27,580.00, a portion of which amount may be refunded to the Successful Bidder if the Successful Bidder is not the applicant, and the Actual Reimbursable Costs and Expenses are lower;
- 6) A Patent Fee of \$200.00.

The total amount due at the Time of Sale is \$336,280.00 (less \$31,480.00 if the Successful Bidder is the applicant, for a total amount due of \$304,800.00).

(G) Within thirty (30) days after the date of auction the Successful Bidder must pay:

- 1) The full balance of the Sale Price;
- 2) A Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above; and
- 3) The actual Legal Advertising Costs, less the amount paid under Terms of Sale Paragraph (F)(3) above.

(H) THE ENTIRE SALE PRICE, TOGETHER WITH THE AMOUNTS SPECIFIED IN (F) AND (G) ABOVE, SHALL BE DUE WITHIN 30 DAYS OF THE DATE OF AUCTION.

(I) If the Successful Bidder fails to complete all payments as stated in this auction notice, the Successful Bidder shall forfeit all amounts paid, which amounts shall be deemed rent for the Sale Parcel pursuant to A.R.S. § 37-241(C)(1).

ADDITIONAL CONDITION(S):

The Patent for the Sale Parcel shall include the following conditions and restrictions:

There may be Register Eligible Site or Sites located within the subject property, which could include information significant in this state's history, architecture, archaeology, or culture and may

meet eligibility criteria, which the Arizona State Parks Board has established for listing on the Arizona Register of Historic Places, or which meet eligibility criteria for listing on the National Register of Historic Places. If ground-disturbing activities will or may impact one or more Register Eligible Site or Sites, patentee shall consult with the State Historic Preservation Office and otherwise take such actions as are necessary to avoid, preserve, protect, or mitigate impacts on the Register Eligible Site or Sites. In the event that avoidance, preservation and protection of the Register Eligible Site or Sites cannot be accomplished, patentee shall ensure a Data Recovery Plan is developed in consultation with and acceptable to, the Arizona State Museum and the State Historic Preservation Office, or their successor agencies, and the Data Recovery is implemented and completed prior to the Register Eligible Site or Sites being affected. The artifacts and records recovered from the subject property shall be curated according to the Arizona State Museum Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act.

If human remains are encountered during ground-disturbing activities, all work must immediately cease within 30.48 meters (100 feet) of the discovery and the area must be secured. The Arizona State Museum must be notified of the discovery. All discoveries will be treated in accordance with Arizona Revised Statutes (A.R.S. § 41-844 and A.R.S. § 41-865) and work must not resume in this area without authorization from the Arizona State Museum.

These conditions shall run with the subject property, and be binding on the patentee's heirs, successors, and assigns.

BROKER INFORMATION:

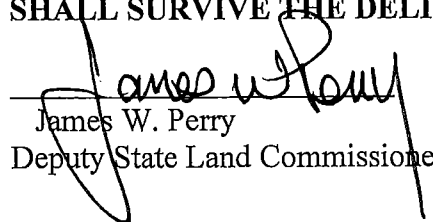
In the event the Successful Bidder has retained the services of a real estate broker, the Successful Bidder shall be solely responsible for compensating that broker.

GENERAL INFORMATION:

ASLD may cancel this auction in whole or in part at any time prior to the acceptance of a final bid.

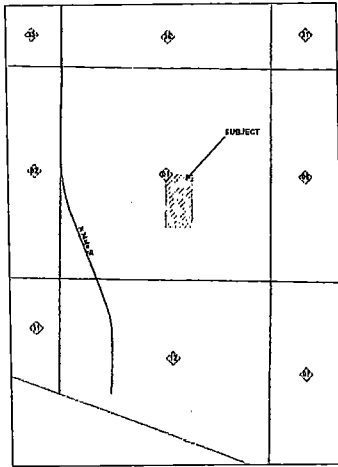
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AUCTION NOTICE SHALL SURVIVE THE DELIVERY OF THE PATENT FOR THE SALE PARCEL.


James W. Perry
Deputy State Land Commissioner



3/19/2024
Date



Disclaimer: This map is designed for general overview purposes only. Unless otherwise stated all depictions are approximate. Prospective bidders should review all information in ASLD's records relating to the Sale Parcel and seek technical or legal advice as needed to assure the understanding of all legal descriptions, plat maps, surveys, and other documents relevant to the Sale Parcel. Contact ASLD, Real Estate Division at (602) 542-3000 for additional information.

CITY OF SAN LUIS ADMINISTRATIVE CAMPUS MASTERPLAN

- PUBLIC INTERACTION
- CITY SUPPORT SERVICES & ADMINISTRATION

STORAGE YARD

PUBLIC WORKS YARD & WELL SITE

POLICE EVIDENCE YARD
IMPOUNDS
VEHICULAR EVIDENCE

PUBLIC SAFETY
PD TRAINING
FIRE TRAINING
EVIDENCE STORAGE

WAREHOUSE

PUBLIC WORKS
WAREHOUSE
OFFICES
RECEIVING/TRANSFER

CITY OFFICE ANNEX
PARKS & RECREATION
FLEX OFFICES & PUBLIC MEETINGS

EXISTING FLEET MAINT.

FACILITIES
OFFICES
TRAINING SPACES
MEETING ROOMS

SUPPORT SERVICES
IT DEPT.
PURCHASING

GREEN SPACE

POSSIBLE ADDITIONAL DEVELOPMENT AREA

EXISTING FIRE DEPT.

ADMINISTRATION
HUMAN RESOURCES
FINANCE
ECONOMIC DEVELOPMENT
RISK MANAGEMENT

GOVERNMENT
MAYOR & COUNCIL
COUNCIL CHAMBERS
CITY ADMINISTRATION
PUBLIC MEETING

COURTS
COURTROOM(S)
LEGAL SERVICES
CITY ATTORNEY

EXISTING POLICE DEPT.

EXISTING CITY HALL
UTILITIES
DEVELOPMENT SERVICES
PLANNING & ZONING
PUBLIC OFFICES

NOT A PART

GOVERNMENT
MAYOR & COUNCIL
COUNCIL CHAMBERS
CITY ADMINISTRATION
PUBLIC MEETING

COURTS
COURTROOM(S)
LEGAL SERVICES
CITY ATTORNEY

POSSIBLE ADDITIONAL DEVELOPMENT AREA



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. A.

Meeting Date: 06/05/2024

Department Head: Roula Encinas, Acting Director of Finance, Finance Department

Submitted By: Roula Encinas, Acting Director of Finance, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of the Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2024-2025. **(Roula Encinas, Acting Director of Finance)**

SUMMARY:

The assessment districts were formed to provide street lighting and retention basin maintenance services in the developments. The County of Yuma requires City Council's approval for the budget in order to levy the assessments. The amounts are based on the estimated cost the city will incur to provide these services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET OF \$973,200.00 FOR THE LIGHTING AND RETENTION BASIN IMPROVEMENT DISTRICTS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	\$973,200
BUDGETED AMOUNT:	See the Fiscal Impact Statement
AVAILABLE AMOUNT TO TRANSFER:	See the Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See the Fiscal Impact Statement

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

This assessment will raise revenue to provide maintenance for street lighting and retention basins. City staff will budget for FY 2024-25 \$973,200 in the Assessments fund if approved by the council.

Attachments

Assessment Districts Budget FY25

**CITY OF SAN LUIS
 FY 2025 IMPROVEMENT DISTRICTS BUDGET SCHEDULE
 ENHANCED MUNICIPAL SERVICES**

DISTRICT NAME	ACRES	Maintenance	Street Lighting	Total Assessment
Bienestar 7A	0.81	\$ 14,780	\$ 2,510	\$ 17,290
Bienestar 7B	1.73	38,530	3,720	42,250
Las Quintas 1 - Ph 1	0.88	16,130	2,300	18,430
Las Quintas 1 - Ph 2	0.71	17,230	1,460	18,690
Las Quintas 2	1.63	22,570	1,840	24,410
Los Portales Ph 4 & 5	0.71	9,090	1,590	10,680
Rancho los Oros	1.58	25,610	6,160	31,770
Rio Sereno	0.75	13,040	2,300	15,340
Los Olivos	1.60	22,690	4,960	27,650
Bienestar 8A & 8B	2.67	44,780	8,880	53,660
Las Brisas	1.06	10,110	2,560	12,670
Frontera Estates 2	0.95	17,340	3,860	21,200
Bienestar 9A Ph 1	2.17	48,300	7,340	55,640
Bienestar 9A Ph 2	0.73	27,170	1,540	28,710
Bienestar 9B	3.02	87,940	17,020	104,960
Industrial Park - Magrino	-	-	3,260	3,260
Riedel Commercial Subdivision	-	-	10,120	10,120
Industrial Park - Sam Group	2.31	34,270	1,090	35,360
Santa Cecilia 1	0.91	31,030	3,000	34,030
Santa Cecilia 2	0.93	28,670	4,480	33,150
Santa Cecilia 3	1.96	33,180	3,830	37,010
Santa Cecilia 4	2.17	36,130	5,000	41,130
Belleza del Desierto Phase 1	1.42	23,400	2,500	25,900
Belleza del Desierto Phase 2	1.02	24,570	2,080	26,650
Bienestar 10	2.79	44,840	5,000	49,840
Bienestar 11	1.26	23,220	2,500	25,720
Bienestar 12	2.55	53,890	4,260	58,150
Los Mezquites 1	2.55	56,660	5,000	61,660
Los Mezquites 2	2.11	45,550	2,320	47,870
	42.98	\$ 850,720	\$ 122,480	\$ 973,200

CITY OF SAN LUIS
Retention Basin Assessments
Parks Department - Budget FY 2025
Estimated Amounts per Acre

	Requirement	Annual Rate per acre
Labor		
1 Maintenance Tech for 26 acres a year	\$ 45,610	
1 Maintenance Specialist PT	\$ 17,000	
Total Labor	\$ 62,610	
	Labor Allocation per acre \$ 4,151	

Maintenance / Other	Unit Cost	12 mo
Sprinklers (25 per month @\$ 30.00)	\$ 750	\$ 286
Timers (3 per year @ 700.00)		
Rye Seeds		
- Summer & Summer	5 \$ 140	\$ 700
Fertilizer - 3 times a year		
Purchased by Tons/ cost per Lb		
43,560 SQF equal 1 acre	9 29	\$ 776
13,200sqf per 50 pounds		
		Total Maintenance/Other per Acre \$ 1,762

Minor Tools & Equipment	
Maintenance/other	\$ 2,500
Tools & Equipment - Blower	3,200
Tools & Equipment - Weedeater	3,200
	\$ 8,900
	Total minor Tools and Equipment per Acre \$ 283

Fuel & Diesel PARKS	
\$ 300 Dills per week (52)	\$ 15,600
	Total Fuel & Diesel Rate per Acre \$ 496
	Total Maintenance per Acre \$ 2,541

Labor HURF	Acres	Overseeding Labor
Bienestar 9A Ph 1	21,312	2,480
Bienestar 9A Ph 2	10,656	720
Bienestar 9B	45,972	3,000
Santa Cecilia 1	15,576	940
Santa Cecilia 2	13,464	905
Belleza 1	10,500	1.42 596
Belleza 2	13,608	1.02 516
Santa Cecilia 3	12,288	1.96 1,520
Santa Cecilia 4	20,292	2.17 1,746
Sam Group	28,416	2.31
Bienestar 10	18,600	2.79 1,640
Bienestar 11	13,752	1.26 275
Bienestar 12	29,004	1.14 1,428
Los Mezquites 1	30,696	2.55 939
Los Mezquites 2	32,556	1.68 855
Total Maintenance PW	\$ 316,692	16.62 \$ 17,560
	Maintenance per acre	\$ 19,055

DISTRICT NAME	Landscape or Retention Basin Outside the Subdivision		Acres	Labor	Maintenance	Water Bill	Total Maintenance	Streetslights	Adjustment due to Maintenance on sprinkles	Total
	Acres	Outsource Maintenance								
Bienestar 7A			0.81	3,380	2,069	10,471	15,919	2,507	(1,138)	17,288
Bienestar 7B			1.73	7,183	4,396	29,366	40,945	3,720	(2,418)	42,247
Las Quintas 1 - Ph 1			0.88	3,654	2,236	11,469	17,359	2,297	(1,230)	18,426
Las Quintas 1 - Ph 2			0.71	2,948	1,804	13,471	18,223	1,463	(993)	18,693
Las Quintas 2			1.63	6,768	4,142	13,943	24,852	1,844	(2,279)	24,417
Los Portales Ph 4 & 5			0.71	2,948	1,804	5,327	10,079	1,585	(993)	10,672
Rancho los Oros			1.58	6,560	4,015	17,238	27,813	6,156	(2,209)	31,761
Rio Sereno			0.75	3,114	1,906	9,065	14,085	2,297	(1,048)	15,333
Los Olivos			1.60	6,643	4,066	14,219	24,928	4,959	(2,237)	27,650
Bienestar 8A & 8B			2.67	11,085	6,785	30,635	48,505	8,878	(3,732)	53,650
Las Brisas			1.06	4,401	2,694	4,502	11,596	2,561	(1,482)	12,675
Frontera Estates 2			0.95	3,944	2,414	12,309	18,668	3,864	(1,328)	21,204
Bienestar 9A Ph 1		23,792	2.17	-	5,517	23,126	52,434	7,336	(4,138)	55,632
Bienestar 9A Ph 2		11,376	0.73	-	1,855	15,490	28,721	1,536	(1,552)	28,706
Bienestar 9B		48,972	3.02	-	7,677	38,909	95,558	17,023	(7,619)	104,962
Industrial Park - Magrino			-	-	-	-	-	3,256		3,256
Riedel Commercial Subdivision			-	-	-	-	-	10,120		10,120
Industrial Park - Sam Group	2.31	28,416	-	-	-	5,857	34,273	1,091		35,364
Santa Cecilia 1		16,516	0.91	-	2,310	14,144	32,969	2,997	(1,943)	34,024
Santa Cecilia 2		14,369	0.93	-	2,353	13,945	30,667	4,480	(1,999)	33,148
Santa Cecilia 3	0.50	13,808	1.46	-	3,710	17,707	35,225	3,835	(2,041)	37,019
Santa Cecilia 4	0.95	22,038	1.22	-	3,100	12,697	37,836	4,995	(1,705)	41,125
Belleza del Desierto Phase 1	0.80	11,096	0.62	-	1,576	11,591	24,262	2,499	(867)	25,895
Belleza del Desierto Phase 2	0.48	14,124	0.54	-	1,372	9,825	25,322	2,083	(755)	26,649
Bienestar 10	1.10	20,240	1.69	-	4,295	22,668	47,202	4,995	(2,362)	49,835
Bienestar 11	0.98	14,027	0.28	-	712	8,875	23,613	2,499	(391)	25,721
Bienestar 12	1.14	30,432	1.41	-	3,591	19,865	53,888	4,257		56,789
Los Mezquites 1	1.58	31,635	0.97	-	2,465	23,921	58,020	4,995	(1,356)	63,016
Los Mezquites 2	1.68	33,411	0.42	-	1,077	11,065	45,553	2,320		47,874
	11.52	334,252	31.46	62,627	79,940	421,700	898,518	122,449	(47,814)	973,153

CITY OF SAN LUIS
Assessment Districts - Budget 2024 - 2025
Street Lighting

DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
BIENESTAR 7A	100 W	18	\$6.320	113.76	14.97	1,544.77
	150 W	2	\$8.820	17.64	2.32	239.54
	POLES	20	\$2.660	53.20	7.00	722.41
				184.60	24.29	2,506.72
BIENESTAR 7B	100 W	25	\$6.320	158.00	20.79	2,145.51
	150 W	5	\$8.820	44.10	5.80	598.84
	POLES	27	\$2.660	71.82	9.45	975.26
				273.92	36.05	3,719.61
LAS QUINTAS 1 - Ph1	100 W	15	\$6.320	94.80	12.48	1,287.31
	150 W	3	\$8.820	26.46	3.48	359.31
	POLES	18	\$2.660	47.88	6.30	650.17
				169.14	22.26	2,296.79
LAS QUINTAS I - Ph2	100 W	12	\$6.320	75.84	9.98	1,029.85
	POLES	12	\$2.660	31.92	4.20	433.45
				107.76	14.18	1,463.29
*** LAS QUINTAS 2	41 W	25	\$2.790	69.75	9.18	947.15
	Type/Leds	POLES	\$2.870	66.01	8.69	896.36
				135.76	17.87	1,843.51
LOS PORTALES 4& 5	100 W	13	\$6.320	82.16	10.81	1,115.67
	POLES	13	\$2.660	34.58	4.55	469.57
				116.74	15.36	1,585.24
RANCHO LOS OROS	100 W	44	\$6.320	278.08	36.60	3,776.10
	150 W	6	\$8.820	52.92	6.96	718.61
	POLES	46	\$2.660	122.36	16.10	1,661.55
				453.36	59.66	6,156.27
RIO SERENO	100 W	15	\$6.320	94.80	12.48	1,287.31
	150 W	3	\$8.820	26.46	3.48	359.31
	POLES	18	\$2.660	47.88	6.30	650.17
				169.14	22.26	2,296.79
LOS OLIVOS	100 W	34	\$6.320	214.88	28.28	2,917.90
	250 W	5	\$11.460	57.30	7.54	778.09
	POLES	35	\$2.660	93.10	12.25	1,263.22
				365.28	48.07	4,959.21
BIENESTAR 8A	100 W	25	\$6.320	158.00	20.79	2,145.51
	250 W	3	\$11.460	34.38	4.52	466.85
	POLES	26	\$2.660	69.16	9.10	939.14
				261.54	34.42	3,551.50
BIENESTAR 8B	100 W	37	\$6.320	233.84	30.77	3,175.36
	250 W	5	\$11.460	57.30	7.54	778.09
	POLES	38	\$2.660	101.08	13.30	1,372.59
				392.22	51.62	5,326.03
LAS BRISAS	100 W	21	\$6.320	132.72	17.47	1,802.23
	250 W	0	\$11.460	-	-	-
	POLES	21	\$2.660	55.86	7.35	758.53
				188.58	24.82	2,560.77
FRONT. ESTATES 2	100 W	20	\$6.320	126.40	16.63	1,716.41
	250 W	8	\$11.460	91.68	12.07	1,244.94
	POLES	25	\$2.660	66.50	8.75	903.02
				284.58	37.45	3,864.37

CITY OF SAN LUIS
Assessment Districts - Budget 2024 - 2025
Street Lighting

DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost	
BIENESTAR 9A PH 1	100 W	35	\$6.320	221.20	29.11	3,003.72	
	250 W	16	\$11.460	183.36	24.13	2,489.88	
	POLES	51	\$2.660	135.66	17.85	1,842.15	
				540.22	71.09	7,335.76	
*** BIENESTAR 9A Ph 2	41 W	21	\$2.790	58.59	7.71	795.61	
Type/Leds	POLES	19	\$2.870	54.53	7.18	740.47	
				113.12	14.89	1,536.08	
BIENESTAR 9B	100 W	94	\$6.320	594.08	78.18	8,067.13	
	250 W	29	\$11.460	332.34	43.74	4,512.91	
	POLES	94	\$2.660	250.04	32.91	3,395.34	
	POLES	29	\$2.660	77.14	10.15	1,047.50	
				1,253.60	164.97	17,022.89	
Industrial Park - Magrino	150 W	21	\$8.820	185.22	24.37	2,515.14	
	POLES	19	\$2.870	54.53	7.18	740.47	
				239.75	31.55	3,255.61	
Industrial Park - Sam Group	150 W	7	\$8.820	61.74	8.12	838.38	
	POLES	7	\$2.660	18.62	2.45	252.84	
				80.36	10.58	1,091.22	
Santa Cecilia 1	100 W	39	\$2.790	108.81	14.32	1,477.55	
	Type/Leds	39	\$2.870	111.93	14.73	1,519.92	
				220.74	29.05	2,997.47	
Santa Cecilia 2	41W Led	LIGHTs	29	\$2.790	80.91	10.65	1,098.69
	108W Led	LIGHTs	5	\$4.940	24.70	3.25	335.41
	174W Led	LIGHTs	10	\$10.270	102.70	13.52	1,394.58
	30 ft Steel	POLES	27	\$2.870	77.49	10.20	1,052.25
	38 ft Steel	POLES	15	\$2.940	44.10	5.80	598.84
				329.90	43.41	4,479.78	
Santa Cecilia 3	41W Led	LIGHTs	26	\$3.130	81.38	10.71	1,105.08
	108W Led	LIGHTs	14	\$6.040	84.56	11.13	1,148.26
	174W Led	LIGHTs	1	\$9.220	9.22	1.21	125.20
	30 ft Steel	POLES	22	\$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	15	\$2.940	44.10	5.80	598.84
				282.40	37.16	3,834.77	
Santa Cecilia 4	41W Led	LIGHTs	24	\$3.130	75.12	9.89	1,020.07
	108W Led	LIGHTs	11	\$6.040	66.44	8.74	902.20
	174W Led	LIGHTs	11	\$9.220	101.42	13.35	1,377.20
	30 ft Steel	POLES	22	\$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	21	\$2.940	61.74	8.12	838.38
				367.86	48.41	4,995.24	
Belleza Del Desierto Phase 1	41W Led	LIGHTs	12	\$3.130	37.56	4.94	510.03
	108W Led	LIGHTs	5	\$6.040	30.20	3.97	410.09
	174W Led	LIGHTs	6	\$9.220	55.32	7.28	751.20
	30 ft Steel	POLES	11	\$2.870	31.57	4.15	428.70
	38 ft Steel	POLES	10	\$2.940	29.40	3.87	399.23
				184.05	24.22	2,499.25	
Bienestar 10	41W Led	LIGHTs	24	\$3.130	75.12	9.89	1,020.07
	108W Led	LIGHTs	11	\$6.040	66.44	8.74	902.20
	174W Led	LIGHTs	11	\$9.220	101.42	13.35	1,377.20
	30 ft Steel	POLES	22	\$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	21	\$2.940	61.74	8.12	838.38
				367.86	48.41	4,995.24	

CITY OF SAN LUIS
Assessment Districts - Budget 2024 - 2025
Street Lighting

DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
Belleza Del Desierto Phase 2						
41W Led	LIGHTs	12	\$3.130	37.56	4.94	425.03
108W Led	LIGHTs	5	\$6.040	30.20	3.97	341.74
174W Led	LIGHTs	6	\$9.220	55.32	7.28	626.00
30 ft Steel	POLES	11	\$2.870	31.57	4.15	357.25
38 ft Steel	POLES	10	\$2.940	29.40	3.87	332.69
				184.05	24.22	2,082.71
Bienestar 11						
41W Led	LIGHTs	12	\$3.130	37.56	4.94	510.03
108W Led	LIGHTs	5	\$6.040	30.20	3.97	410.09
174W Led	LIGHTs	6	\$9.220	55.32	7.28	751.20
30 ft Steel	POLES	11	\$2.870	31.57	4.15	428.70
38 ft Steel	POLES	10	\$2.940	29.40	3.87	399.23
				184.05	24.22	2,499.25
Los Mezquites 1						
41W Led	LIGHTs	24	\$3.130	75.12	9.89	1,020.07
108W Led	LIGHTs	11	\$6.040	66.44	8.74	902.20
174W Led	LIGHTs	11	\$9.220	101.42	13.35	1,377.20
30 ft Steel	POLES	22	\$2.870	63.14	8.31	857.39
38 ft Steel	POLES	21	\$2.940	61.74	8.12	838.38
				367.86	48.41	4,995.24
NEW	Plaza Riedel					
	Installation of light poles					8,985.09
41W Led	LIGHTs	0	\$3.130	-	-	-
108W Led	LIGHTs	0	\$6.040	-	-	-
174W Led	LIGHTs	7	\$8.970	62.79	8.26	852.64
30 ft Steel	POLES	0	\$2.870	-	-	-
38 ft Steel	POLES	7	\$2.970	20.79	2.74	282.31
				83.58	11.00	10,120.04
NEW	Los Mezquites 2					
41W Led	LIGHTs	21	\$3.130	65.73	8.65	892.56
174W Led	LIGHTs	3	\$9.220	27.66	3.64	375.60
30 ft Steel	POLES	27	\$2.870	77.49	10.20	1,052.25
				170.88	22.49	2,320.41
NEW	Bienestar 12					
36W Led	LIGHTs	28	\$3.370	94.36	12.42	1,281.33
87W Led	LIGHTs	11	\$5.440	59.84	7.87	812.58
160W Led	LIGHTs	5	\$8.600	43.00	5.66	583.91
30 ft Steel	POLES	25	\$2.810	70.25	9.24	953.94
38 ft Steel	POLES	16	\$2.880	46.08	6.06	625.73
				313.53	41.26	4,257.49
GRAND TOTAL:				8,386.43	1,103.65	122,448.56



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. B.

Meeting Date: 06/05/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a contract to Accurate Excavation of Arizona, LLC, for the installation of conduit and fittings via horizontal directional drilling for the 6th Avenue Street Light Project and the 10th Avenue Street Light Project. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

Public Works requested quotes from three excavation companies that specialize in directional drilling and boring. Quotes were requested from the following companies: Accurate Excavation of Arizona, LLC, out of Yuma, Arizona; North Star Telecom, LLC, out of Prosper, Texas; and Peak Communications, LLC, out of Parrish, Florida. Accurate Excavation was the only vendor that provided a quote for the Street Light Projects. Both North Star and Peak Communications declined to provide a quote.

When this project is complete, the 6th Ave Street Light Project will include 20 new street lights from San Francisco Street to California Street, and the 10th Ave Street Light Project will include 8 new street lights between Cesar Chavez Blvd and Co. 22nd Street.

Public Works is requesting Mayor and City Council approval to reallocate funds from projects within the same fund and to award the contract to Accurate Excavation of Arizona, LLC in the amount of \$132,408.60 and to waive formal procurement procedures as allowed under the city's purchasing code section 3.05.10 (F). Procedures Waived. *For good cause, with the approval of the Council, formal purchase procedures may be waived.*

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE REALLOCATION OF FUNDS FROM PROJECTS AS STATED IN THE FISCAL IMPACT STATEMENT AND TO APPROVE THE CONTRACT WITH ACCURATE EXCAVATION OF ARIZONA, LLC, IN THE AMOUNT OF \$132,408.60 FOR UNDERGROUND EXCAVATION SERVICES, AND AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE THE CONTRACT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/Federal Funds
TOTAL:	\$132,408.60

BUDGETED AMOUNT: \$132,408.60

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See below

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

There is a budget of \$80,371.20 available for the 6th Avenue project in the GL account 255-021-90052.228. We identified an available budget in GL account 200-210-90010 from the Union Street and 4th Avenue intersection and traffic signal improvements project, which will not be completed this year to fund the 10th Avenue project in the amount of \$52,037.40.

Attachments

Est_EST240053_from_Accurate_Excavation_of_Arizona_LLC._59888 10th Ave SL project
Est_EST240046_from_Accurate_Excavation_of_Arizona_LLC._142996 6th ave SL project
Street Light Projects Underground Services Contract - 040924 rev kmm



Accurate Excavation of Arizona, LLC.
 4833 E 30TH PL
 Yuma, AZ 85365

Estimate

Date	Estimate #
5/29/2024	EST24-0053

Name / Address
City of San Luis - Public Works Dept. 1090 E. Union Street P.O. Box 3750 San Luis, AZ 85349 United States

Expires	Project
6/29/2024	WA745432 - 10th Ave St. Lt. Improvement

Item	Qty	Description	U/M	Rate	Total
HDD	1,946	Horizontal Directional Drilling Scope of Work: 1,946' - Horizontal Directional Drilling / Missile Boring Install APS provided street light JBOX Removed (4 Lights Juan Sanchez Blvd.), per redlined set from COSL Inclusions: Provide all necessary conduit & fittings. Provide all traffic control. Provide all necessary asphalt restoration within scope of work. Provide all necessary concrete restoration within scope of work.	FT	25.00	48,650.00
Other	1	Sales Tax San Luis	ea	3,387.40	3,387.40
Thank you for considering Accurate Excavation.			Total		\$52,037.40

Signature _____



Accurate Excavation of Arizona, LLC.
 4833 E 30TH PL
 Yuma, AZ 85365

Estimate

Date	Estimate #
4/30/2024	EST24-0046

Name / Address
City of San Luis - Public Works Dept. 1090 E. Union Street P.O. Box 3750 San Luis, AZ 85349 United States

Expires	Project
4/25/2024	WA753625 - 6th Ave Street Light

Item	Qty	Description	U/M	Rate	Total
HDD	3,934	Horizontal Directional Drilling Scope of Work: 3,934' - Horizontal Directional Drilling / Missile Boring 20ea - Install APS provided street light JBOX Removed (S898155, S898143, S898158), per redlined set from COSL Inclusions: Provide all necessary conduit & fittings. Provide all traffic control. Provide all necessary asphalt restoration within scope of work. Provide all necessary concrete restoration within scope of work.	FT	19.10	75,139.40
Other	1	Permits & Fees Sales Tax San Luis	ea	5,231.80	5,231.80
Thank you for considering Accurate Excavation.			Total		\$80,371.20

Signature _____

AGREEMENT

For the Construction of

City of San Luis Street Lights Excavation Services

This agreement ("AGREEMENT") is made and entered into this 6th day of June 2024, by and between:

Accurate Excavation of Arizona, LLC 4833 E. 30 th Place Yuma, AZ 85365 An Arizona for-profit limited liability company ("CONTRACTOR") and	City of San Luis 1090 East Union Street (Physical Address) P.O. Box 3750 (Mailing Address) San Luis, Arizona 85349 An Arizona municipal corporation organized ("OWNER")
--	---

The CONTRACTOR and OWNER may be referred to individually as the Party and collectively as the Parties.

In consideration of the OWNER paying the sum of \$132,408.60 to the CONTRACTOR, and the CONTRACTOR constructing improvements to the City of San Luis – Street Lights Projects Excavation Work in the manner and at the time provided in this AGREEMENT, and in consideration of the other mutual benefits and obligations contained in the AGREEMENT, the parties agree as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the **Street Lights Excavation Services** ("PROJECT"), per the CONTRACTOR's proposals on April 30th, 2024 and May 29th, 2024, ("PROPOSAL"). and to completely and totally remove and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers ("ENGINEERS") and under the direction and supervision of the ENGINEERS, or his properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEERS or his properly authorized agents, as provided herein.

ARTICLE II – EFFECTIVE DATE: This AGREEMENT becomes effective upon the ENGINEER'S notice to proceed.

ARTICLE III – CONTRACT DOCUMENTS: The advertisement for bids, bid schedule, additive bid items, if any, specifications, general conditions, special provisions, special conditions, addenda, if any, proposal, BID SURETY BOND, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE IV – ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their Employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by OWNER. OWNER retains the legal right to randomly inspect the

papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by OWNER and to cooperate with OWNER'S inspections.

ARTICLE V – INDEPENDENT CONTRACTOR: The parties intend that this AGREEMENT will create an independent contractor relationship and not an employer-employee relationship. The OWNER is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this AGREEMENT will be solely with the CONTRACTOR. CONTRACTOR's employees, agents, and subcontractors shall not be considered to be employees or agents of the OWNER for any purpose. They shall not be entitled to any of the benefits the OWNER provides for its employees. CONTRACTOR shall furnish at its own expense all materials and equipment necessary to carry out the terms of this AGREEMENT.

The rights of the CONTRACTOR as an independent contractor include but are not limited to control of the work, manner, and methods of the work, and the right to contract with other employers.

The rights of the OWNER include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

ARTICLE VI – CERTIFICATION:

- A. SAFETY. The CONTRACTOR expressly agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the federal Occupational Safety and Health Act (known as OSHA) and any occupational safety and health act of Arizona including but not limited to training provisions of personal protective equipment; adherence to all appropriate lockout-tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.
- B. NO BOYCOTT OF ISRAEL. The CONTRACTOR certifies, to the extent permitted by law, that it does not participate in and agrees not to participate in during the term of this AGREEMENT in a boycott of Israel under A.R.S. § 35-393.01.
- C. NO FORCED LABOR OF THE ETHNIC UYGHURS. Under A.R.S. § 35-394, CONTRACTOR certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this AGREEMENT that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By signing this AGREEMENT, the CONTRACTOR certifies in writing that if the CONTRACTOR becomes aware during the term of the AGREEMENT that the CONTRACTOR is not in compliance with the written certification, the CONTRACTOR shall notify the OWNER within five business days after becoming aware of the noncompliance. If the CONTRACTOR does not provide the OWNER with a written certification that the CONTRACTOR has remedied the noncompliance within one hundred eighty days after notifying the OWNER of the noncompliance, the AGREEMENT terminates, except that if the AGREEMENT termination date occurs before the end of the remedy period, the AGREEMENT terminates on the AGREEMENT termination date.

ARTICLE VII – CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VIII – TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL thirty **(30) calendar days** from date of Notice to Proceed.

ARTICLE IX – PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE X – INDEMNIFICATION: The CONTRACTOR, by this AGREEMENT, agrees to indemnify, save harmless, and defend the OWNER (the City of San Luis) and any jurisdiction or agency issuing permits for any work included in the PROJECT, their elected officials, officers, employees, agents, and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this AGREEMENT, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, order, or decree. This indemnification includes but is not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expenses.

ARTICLE XI – SURVIVAL: All of the CONTRACTOR's representations and warranties, indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this AGREEMENT.

ARTICLE XII – CONTRACTOR'S INSURANCE: The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater amounts where required by laws and regulations:

A. WORKERS' COMPENSATION AND RELATED COVERAGES:

- | | |
|---------------------------|-----------|
| 1. State: | Statutory |
| 2. If Applicable, Federal | Statutory |
| 3. Employer's Liability: | \$500,000 |

B. CONTRACTOR'S GENERAL LIABILITY: CONTRACTOR's General Liability coverage shall include completed operations and product liability coverage. The CONTRACTOR's General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the CONTRACTOR:

- | | |
|--|-------------|
| 1. General Aggregate | \$6,000,000 |
| 2. General Each Occurrence | \$6,000,000 |
| 3. Products and Completed Operations Aggregate | \$2,000,000 |
| 4. Personal Injury and Advertising Injury | \$2,000,000 |
| 5. Each Occurrence (Bodily Injury and Property Damage) | \$2,000,000 |
- Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages Where applicable.
6. Excess and Umbrella Coverage

C. AUTOMOBILE LIABILITY:

- | | |
|--|-------------|
| 1. Bodily Injury: | |
| Each person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| 2. Property Damage: | |
| Each Accident | \$1,000,000 |
| 3. Combined Single Limit | \$1,000,000 |
| 4. The Contractual Liability coverage required shall provide coverage for not less than the following amounts: | |
| 5. Bodily Injury: | |
| Each person | \$2,000,000 |
| Each Accident | \$2,000,000 |
| 6. Property Damage: | |
| Each Accident | \$2,000,000 |
| Annual Aggregate | \$2,000,000 |
| 7. Professional Liability Errors and Omissions | \$1,000,000 |

D. OTHER PERSONS OR ENTITIES TO BE INCLUDED ON THE POLICIES AS ADDITIONAL INSURED:

The CONTRACTOR shall file a certificate of insurance and endorsements compliant with this AGREEMENT naming the OWNER as an additional insured except for Workers' Compensation and Professional Liability Errors and Omissions. The Insurance the CONTRACTOR maintains under this AGREEMENT shall be primary and non-contributory. Any coverage maintained by the OWNER shall not contribute to any claims arising from the CONTRACTOR's performance of this AGREEMENT. The CONTRACTOR shall file these certificates with OWNER's Public Works Department within ten (10) days of execution of this AGREEMENT and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this AGREEMENT shall occur without thirty (30) days' written notice to the OWNER's Public Works Department prior to the effective date of such cancellation or change in coverage. The CONTRACTOR shall provide that its coverage shall provide for the following additional insureds:

1. City of San Luis, Arizona, including its elected officials, officers, employees, and agents; and
2. Accurate Excavation of Arizona, LLC (a Company registered in Arizona)

E. DEDUCTIBLE OR SELF-INSURED RETENTIONS

If the policies provide coverage that contains deductible or self-insured retentions, such deductible or self-insured retentions are not applicable with respect to the coverage provided to the OWNER under such policies. The CONTRACTOR is solely responsible for deductible or self-insured retention, and the OWNER may require the CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

ARTICLE XIII – AMENDMENT OF THE AGREEMENT: Neither Party shall change or add to this AGREEMENT except by written amendment executed by the Parties.

ARTICLE XIV – FORCE MAJEURE: If the CONTRACTOR or the OWNER or both are prevented or materially restricted from performing any of their obligations under this AGREEMENT by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* events include but are not limited to acts of God, fire, flood, explosions, strikes (or labor disputes) over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

ARTICLE XV – NOTICES:

- A. All notices and communications provided for in this AGREEMENT or given in connection with this AGREEMENT shall be validly given and fully received when in compliance with all of the following:
 - 1. In writing,
 - 2. Delivered or refused delivery,
 - 3. By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this AGREEMENT.
- B. Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) days before the date on which the change is to become effective.
- C. Notices for delivery to the OWNER shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.
- D. Notices for delivery to the CONTRACTOR shall be to the attention of Doug Sullins, 3915 E. 43rd Lane, Yuma, Arizona 85365 (or successor statutory agent).

ARTICLE XVI – SUCCESSOR AND ASSIGNS: This AGREEMENT is not assignable unless both Parties mutually consent otherwise in writing. The requirements of this AGREEMENT are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

ARTICLE XVII – GOVERNING LAW: The laws of the State of Arizona govern this AGREEMENT in all substantive respects, including but not limited to validity, interpretation, and performance of the AGREEMENT. Arizona law shall

govern all procedural aspects of enforcing or performing this AGREEMENT, including but not limited to court procedures and choice of law.

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

ARTICLE XIX – SEVERABILITY: If any terms, parts, or provisions of this AGREEMENT are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

ARTICLE XX – INTEGRATION: This AGREEMENT contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this AGREEMENT is valid or binding. All modifications to this AGREEMENT must be in writing, signed, and endorsed by the Parties.

ARTICLE XXI – NO PARTNERSHIP: Nothing in this AGREEMENT constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.

ARTICLE XXII – NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries to this AGREEMENT, and no person or entity, not a Party, shall have any right or cause of action under this AGREEMENT.

ARTICLE XXIII – VENUE, COSTS, AND FEES: The Parties must institute and maintain any legal actions or other judicial proceedings arising from this AGREEMENT in a court of competent jurisdiction located in Yuma County, Arizona. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

ARTICLE XXIV – COMPLIANCE WITH ALL LAW: The CONTRACTOR must comply with all federal, state, and local laws and regulations applicable to its performance under this AGREEMENT, including but not limited to:

- A. The CONTRACTOR will comply with the Americans with Disabilities Act (A.D.A.) and will indemnify the OWNER for any costs, including but not limited to damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the A.D.A.
- B. The CONTRACTOR will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this AGREEMENT and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) as amended.
- C. The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in 26 U.S.C. § 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law.

In addition, the CONTRACTOR must include similar requirements of all subcontractors in contracts entered for the performance of the CONTRACTOR's obligations under this AGREEMENT.

ARTICLE XXV – SAN LUIS BUSINESS LICENSE. The CONTRACTOR shall obtain a San Luis Business License before commencing work.

ARTICLE XXVI – TIME OF THE ESSENCE: Time is of the essence in this AGREEMENT. Unless otherwise specifically provided, any consent to delay in the CONTRACTOR's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

ARTICLE XXVII – HEADINGS: The headings of this AGREEMENT are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this AGREEMENT.

ARTICLE XXVIII – FURTHER ACTS: Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this AGREEMENT.

ARTICLE XXIX – COUNTERPARTS: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

ARTICLE XXX – AUTHORITY: Each Party represents and warrants to the other Party: (i) that such Party is duly organized and validly existing under the laws of the State of Arizona and has full corporate power and authority to enter into this AGREEMENT and to carry out the provisions of this AGREEMENT; (ii) such Party is duly authorized to execute and deliver this AGREEMENT and to perform its obligations under this AGREEMENT; (iii) the person executing this AGREEMENT on such Party's behalf has been duly authorized to do so by all requisite corporate action, and (iv) this AGREEMENT is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms.

The Parties have executed this AGREEMENT in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this AGREEMENT. The original AGREEMENT will be filed with the City of San Luis Clerk. The CONTRACTOR agrees that this AGREEMENT, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the AGREEMENT, subject to any additions or deductions as provided in the PROJECT documents, the sum of \$132,408.60.

City of San Luis, Arizona

Jenny Torres, Acting City Manager

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form:

Kay Marion Macuil, City Attorney

Accurate Excavation of Arizona, LLC

Adam Castañeda

Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. C.

Meeting Date: 06/05/2024

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Memorandum of Understanding with Arizona Western College to provide field intern training for their EMS and Fire Academy classes.

(Angel Ramirez, Fire Chief)

SUMMARY:

The San Luis Fire Department (SLFD) is requesting authority to create a Memorandum of Understanding (MOU) with Arizona Western College (AWC) to provide field intern training for Emergency Medical Services (EMS) students, which includes students for Emergency Medical Technicians (EMT's) Paramedics, and Fire Academy Cadets.

The presented MOU outlines the field intern training requested by Arizona Western College for students enrolled in EMS classes or the Fire Academy. Each curriculum requires an amount of field intern training or "ride-along" experience, appropriate to their level of training and criteria of the training program.

The City of San Luis agrees to provide qualified preceptors to supervise the student with the on-vehicle experience, at no charge to AWC. To provide performance-based feedback to the AWC program director, coordinator or instructor. SLFD will also provide the training program coordinator with any criteria, conditions or stipulations which will limit or direct the student's "ride-along" experience.

AWC will provide liability insurance coverage, with stipulations stated in Article VIII.2, in the name of the City of San Luis. The SLFD will assume all responsibility for scheduling and compliance with HIPAA laws and requirements.

The SLFD will be requesting authority to become associated with and provide the field intern training and experience for AWC EMS students and Fire Academy Cadets.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE MOU WITH ARIZONA WESTERN COLLEGE AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

AWC MOU

ARIZONA WESTERN COLLEGE
Yuma, Arizona

This Agreement (“Agreement”) entered into on the Effective Date, as set forth below, between ARIZONA WESTERN COLLEGE, Public Safety Institute (“the College”), and CITY OF SAN LUIS FIRE DEPARTMENT (“the Public Safety Agency”).

AGREEMENT

It is the intent of the College and the Public Safety Agency to affiliate for the education of Emergency Medical Services students and Fire Cadets with the goal of providing these students with EMT/Paramedic and Fire Service Training (hereinafter "EMS Training" or "PSI Programs"). Therefore, the parties mutually agree as follows:

ARTICLE I: Responsibility of Assignment

The College will assume full responsibility for the planning of the educational program in EMS and Fire Training, including programming, administration and matriculation through the employment of a Program Coordinator.

ARTICLE II: Scope of Learning

1. Students participating in PSI Programs are required to participate in on-vehicle training as a part of their clinical training. This experience should include only those skills which are authorized by the Arizona Department of Health Services or the Office of the Arizona State Fire Office as appropriate for the student's level of training.
2. The College will provide the Public Safety Agency with a listing of the skills each level of training may perform.

ARTICLE III: Scheduling

The Program Coordinator will notify the Public Safety Agency in advance of the experience of the schedule of student assignments to on-vehicle training including dates, numbers of students participating, and the level of training of each student.

ARTICLE IV: Supervision of Students

Trainees shall be supervised during on-vehicle training by any of the following personnel as directed by the Program Coordinator:

1. An Arizona licensed physician.
2. An Arizona licensed registered nurse experienced in emergency nursing.
3. An emergency paramedic certified by the Department of Health Services with a minimum of two years field experience.
4. An IEMT certified by the Department of Health Services with a minimum of two years field experience.
5. A physician’s assistant certified by the State with a minimum of two years experience in emergency medicine.
6. Approved Fire Service Professionals.

ARTICLE V: Student Records

1. The training program Medical Director and /or the training Program Coordinator shall jointly certify successful completion of the course by each trainee.
2. The College will keep all records and reports on student experiences.
3. If the Public Safety Agency maintains education records with respect to any of the students, the Public Safety Agency agrees to comply with the confidentiality requirements contained in the Family Education Rights and Privacy Act ("FERPA").

ARTICLE VI: Compliance with Rules and Laws and Health Agency Records

1. The College assumes responsibility for compliance by all assigned students with all rules and regulations of the Health Agency, and all applicable federal and state laws, including HIPAA.
2. Students will have access to Health Agency client records for assignments, planning purposes, and learning situations on an as-needed basis. Any information contained in a Health Agency client record is considered confidential.
3. All records of the Health Agency shall remain the sole property of the Health Agency and shall not be removed from the Health Agency's place of business at any time.

ARTICLE VII: Non-Discrimination

Both parties agree to comply with all applicable state and federal laws governing nondiscrimination, equal employment opportunity, immigration, and affirmative action requirements.

ARTICLE VIII: Student Liability

1. The College, without cost to the Public Safety Agency, will provide personal/professional liability insurance for the students.
2. The College agrees to indemnify the Public Safety Agency for that pro-rata share, as determined pursuant to the Uniform Contribution Among Tortfeasors Act, A.R.S. § 12-2501, et seq., of any liability which is attributable to the acts, omissions or errors of trainees training in Public Safety Agency-owned vehicles and which results in property damage, personal injury or death. This indemnification does not include liability which is attributable to the acts, omissions or errors of Public Safety Agency employees.
3. The College agrees to obtain liability insurance coverage in the amount of \$1,000,000.00 and to name the Public Safety Agency as an additional party under that coverage to the extent provided in Paragraph 2 above.

ARTICLE IX: Termination of Students

The College will terminate any student from this experience for just cause. The Public Safety Agency has the right to remove any student from its equipment or apparatus for just cause and to provide input towards termination when necessary.

ARTICLE X: Uniform Attire

Students participating in Training Programs will wear clothing designating them as a student and a visible name pin.

ARTICLE XI: Agency Participation

1. The Public Safety Agency will make available at no charge to the College the on-vehicle experience necessary for the practical instruction of students.
2. The Public Safety Agency will make available at no charge to the College preceptors to supervise students on vehicular training.
3. The Public Safety Agency will ensure that the Agency's preceptors will be responsible for direct supervision of any student experiences beyond the student's level of current certification.
4. The Public Safety Agency will provide the College or its official representative, namely, the Program Coordinator, written policies pertinent to client services which would affect the conduct of the training programs.

ARTICLE XII: Cooperation

1. The Dean of Career and Technical Education or their official representative, namely, the Program Coordinator, will cooperate with the Public Safety Agency representatives in the conduct of the Training Programs.

2. Faculty and students of the College will adhere to the policies provided by the Public Safety Agency in Article XI while functioning in the Public Safety Agency.

ARTICLE XIII: Conflict of Interest

This Agreement may be cancelled by either party in conflict of interest situations as permitted by A.R.S. § 38-511, the terms of which are incorporated herein by reference.

ARTICLE XV: Arizona Law

This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

ARTICLE XVI: Term and Termination

This Agreement is for a three (3) year term beginning on the Effective Date. This Agreement shall automatically renew for three (3) additional one-year periods unless sooner terminated by either of the Parties hereto, by providing ninety (90) days' written notice to the other.

IN WITNESS WHEREOF, the Parties thereto have entered into this agreement on this ____ day of _____, 2024 (the "Effective Date").

ARIZONA WESTERN COLLEGE
2020 S. Ave 8E
P.O. Box 929
Yuma, Arizona 85366-0929
Point of Contact: Renee Munoz
(928)344-7522

CITY OF SAN LUIS FIRE
DEPARTMENT
1165 N. MCCAIN AVE.
San Luis, Arizona 85349
Point of Contact: _____

By: _____
Title: Vice President for Finance and
Administrative Services
Date: _____

By: _____
Title: _____
Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. D.

Meeting Date: 06/05/2024

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the 4th of July Celebration to be held Thursday, July 4, 2024. **(Marcos Ramirez, San Luis Frontera Rotary Club)**

A. Open Public Hearing

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

B. Close Public Hearing

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

SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell alcohol at the 4th of July Celebration that will be held on Thursday, July 04, 2024, from 2:00 p.m. to 12:00 a.m. at the San Luis Joe Orduño Park.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

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

B. I MOVE TO CLOSE PUBLIC HEARING

C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE APPLICATION TO THE SAN LUIS FRONTERA ROTARY CLUB AS PRESENTED.

Fiscal Impact

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

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

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

There is no associated fiscal impact with this item.

Attachments

Special Events Liquor License Application for the 2024 Fourth of July Celebration

CSR:
Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

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

DLLC USE ONLY
Job #:
Date Accepted:
CSR:
License #:

Application MUST be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Ramirez Marcos
(Must be an Officer/Member of the Non Profit Entity) Last First Middle

2. Applicant's mailing address: PO BOX 13926 San Luis Arizona 85349
Street City State Zip

3. Applicants home/cell phone: 928-285-3532 Applicant's business phone: _____

4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM

5. Special Event Name: 4th of July Celebration

6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: San Luis Frontera Rotary Club

7. Non-Profit/IRS Tax Exempt Number: 86-0734186

8. Arizona Corporation Commission File #: 23077310 If out of State please specify: _____
(Attach letter of good standing)

9. Event Location Name: Joe Orduño Park

10. Event Address: 965 Park Avenue, San Luis, Arizona 85349

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>07/04/2024</u>	<u>Thursday</u>	<u>2:00 PM</u>	<u>12:00 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 2 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 _____ Number of Police 3 _____ Number of Security Personnel Fencing Barriers

Must explain security measures: Fencing will be placed around entire booth area. One entrance and one exit will be marked. Security will check customers prior to entrance for age verification.

SECTION 3 What is the purpose of this event?

On-site consumption Off-site (auction/wine/distilled spirits pull) Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

- A) Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)
- B) Will this event be held on a currently licensed premises and within the already approved and licensed area?
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

_____ Name of Business _____ License Number _____ Phone (Include Area Code)

- Place license in non-use - *Special Event Licensee selling all alcohol without retailer involvement*
Must attach letter from the location suspending license for duration of special event
- Dispense and serve all spirituous liquors under retailer's license – *Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee*
- Dispense and serve all spirituous liquors under special event - *The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event*
- Split premise between special event and retail location - *Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)*
- Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – *Retailer will still be permitted to conduct all normal sale and service of alcohol.*

SECTION 4

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No If yes, attach letter of explanation.
2. How many special event days have been issued to this organization during the calendar year? 3
3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)
 Yes No If yes, please provide the Name of the Special Event Contractor: _____
4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)
 Yes No if yes, please provide the Name of Licensee: _____ License #: _____
5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: San Luis Frontera Rotary Club Percentage: 100%

Address: PO BOX 13926 San Luis Arizona 85349
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 5 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

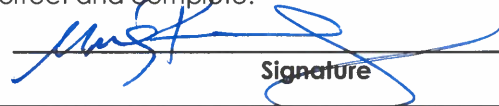


If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

Declaration:

I, (Print Name) Marcos Ramirez, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

LOCAL GOVERNING BODY

Date Received: _____

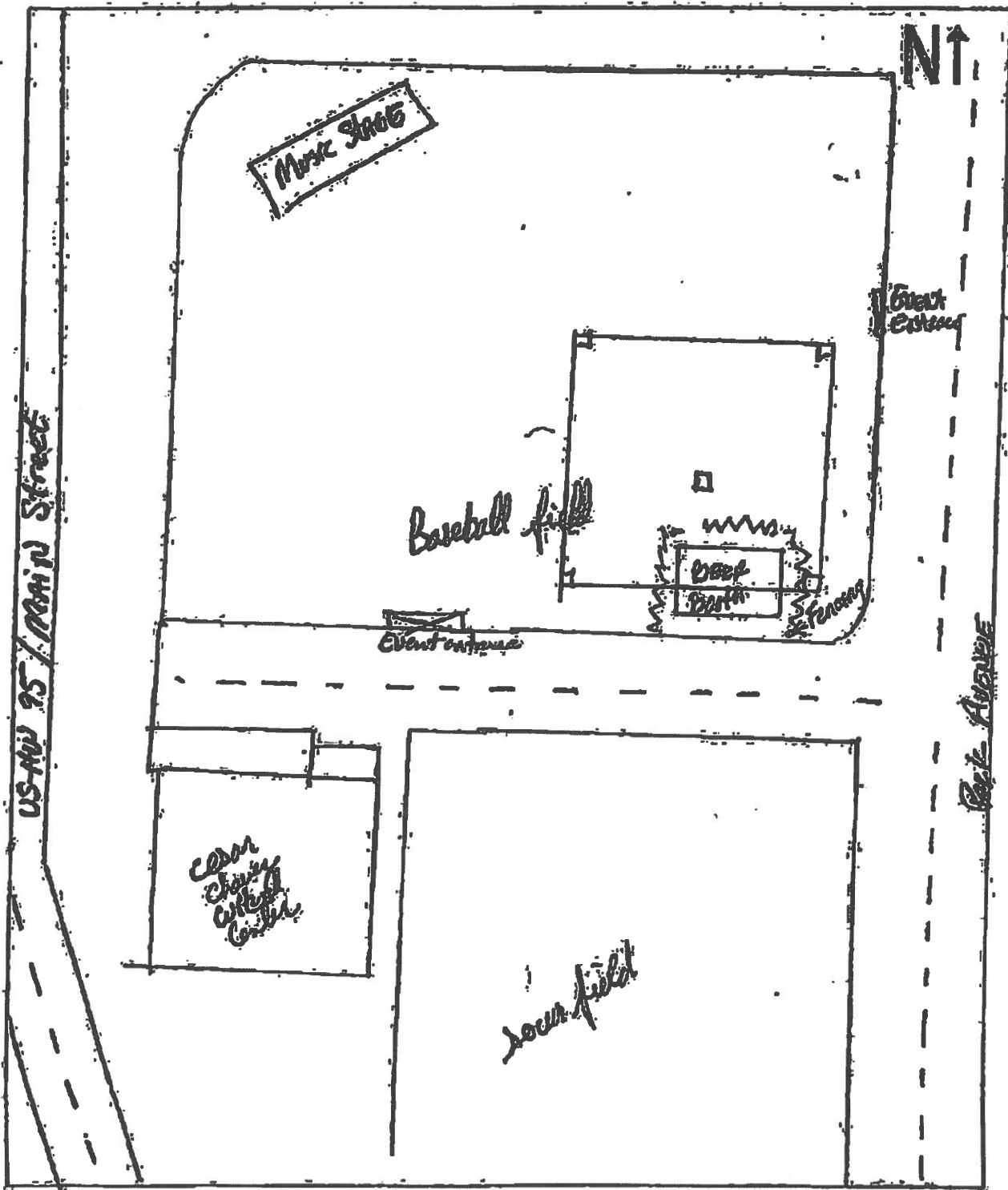
I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLLC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason
	PHONE (A/C, No, Ext): 419-259-2710 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS:
Insured All Active US Rotary Clubs & Districts San Luis Frontera Rotary Club, District 5500 Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Westchester Surplus Lines Insurance Company 10172 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G73578917002	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		G73578917002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Not applicable			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is cause in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER City of San Luis Joe Orduño Park 4th of July Celebration 965 Park Avenue, San Luis, Arizona 85349 Festival Celebrating the 4th of July 2023 taking part	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
--	---

2023 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: SAN LUIS FRONTERA ROTARY CLUB, INC.
ENTITY ID: 23077310
ENTITY TYPE: Domestic Nonprofit Corporation
CHARACTER OF BUSINESS: Any legal purpose
AUTHORIZED SHARES:
ISSUED SHARES:

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: BENESCH, SHADLE & WHITE, PLC
PHYSICAL ADDRESS: 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

President: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Secretary: Marcos Ramirez - 269 E. Aquila St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

Treasurer: Georgina Gonzalez - 1385 E. San Pedro St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

SIGNATURE

Secretary: Marcos Ramirez - 04/03/2023

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2022

Open to Public Inspection

A For the 2022 Calendar year, or tax year beginning 2022-07-01 and ending 2023-06-30

B Check if available

- Terminated for business
- Gross receipts are normally \$50,000 or less

C Name of Organization: SAN LUIS FRONTERA ROTARY CLUB
P O Box 13926, San Luis, AZ
US, 85349

D Employee Identification
 Number 86-0734196

E Website:

F Name of Principal Officer: Juan Guerrero
P O Box 3960, Somerton, AZ
US, 85350

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Informational Copy
Do not send to IRS



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. E.

Meeting Date: 06/05/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2312. A resolution of the Mayor and Council of the City of San Luis, Arizona declaring and adopting the results of the Special Election held May 21, 2024, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis Special Election was held on May 21, 2024. This resolution declares and adopts the results of the election.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2312.

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):

There is no fiscal impact associated with this item.

Attachments

Resolution No. 2312



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2312

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 21, 2024, FOR PROPOSITION NO. 422 IN THE CITY OF SAN LUIS, ARIZONA.

WHEREAS, the City of San Luis, Yuma County, Arizona did hold a Special Election on the 21st day of May, 2024, for the election of the question of the proposed primary (ad valorem) property tax implementation;

WHEREAS, the 2024 Special Election returns have been presented to and have been canvassed by the City Council;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Yuma County, Arizona, that the canvass and return for the Special Election of May 21, 2024 be as follows:

Section 1: That the total number of ballots cast and total voter turnout at said special election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 2: That the number of votes cast at each precinct at said special election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 3: That the number of rejected ballots by precinct at said special election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 4: That the votes cast for the question of the proposed primary (ad valorem) property tax implementation is as follows:

For the Tax	220
Against the Tax	2,066

Section 5: That it is hereby found, determined and declared of record, that the following votes cast for the question of the proposed primary (ad valorem) property tax implementation is as follows:

For the Tax 220
Against the Tax 2,066

Section 6: That all orders or resolutions in conflict be, and the same are, to the extent of such conflict, hereby repealed, and that this resolution be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 5th day of June 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Special Election
City of San Luis, State of Arizona
May 21, 2024

UNOFFICIAL RESULTS

Statistics

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	15,349				
Ballots Cast - Total	2,287	220	1,966	85	16
Voter Turnout - Total	14.90%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	220	26	174	17	3
AGAINST THE TAX	2,066	194	1,791	68	13
Total Votes Cast	2,286	220	1,965	85	16

Special Election
 City of San Luis, State of Arizona
 May 21, 2024

UNOFFICIAL RESULTS

Statistics

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	15,349				
Ballots Cast - Total	2,287	220	1,966	85	16
Voter Turnout - Total	14.90%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	220	26	174	17	3
AGAINST THE TAX	2,066	194	1,791	68	13
Total Votes Cast	2,286	220	1,965	85	16
Overvotes	0	0	0	0	0
Undervotes	1	0	1	0	0

PRECINCT 035

Statistics

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	2,031				
Ballots Cast - Total	288	26	247	14	1
Ballots Cast - Blank	0	0	0	0	0
Voter Turnout - Total	14.18%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	30	3	20	6	1
AGAINST THE TAX	258	23	227	8	0
Total Votes Cast	288	26	247	14	1
Overvotes	0	0	0	0	0
Undervotes	0	0	0	0	0

PRECINCT 039

Statistics

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	3,149				
Ballots Cast - Total	566	59	481	23	3
Ballots Cast - Blank	0	0	0	0	0
Voter Turnout - Total	17.97%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	54	6	45	2	1
AGAINST THE TAX	512	53	436	21	2
Total Votes Cast	566	59	481	23	3
Overvotes	0	0	0	0	0
Undervotes	0	0	0	0	0

PRECINCT 040

Statistics	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	3,525				
Ballots Cast - Total	523	57	442	20	4
Ballots Cast - Blank	1	0	1	0	0
Voter Turnout - Total	14.84%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	41	3	32	6	0
AGAINST THE TAX	481	54	409	14	4
Total Votes Cast	522	57	441	20	4
Overvotes	0	0	0	0	0
Undervotes	1	0	1	0	0

PRECINCT 041

Statistics	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	3,472				
Ballots Cast - Total	543	54	462	21	6
Ballots Cast - Blank	0	0	0	0	0
Voter Turnout - Total	15.64%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	56	7	46	3	0
AGAINST THE TAX	487	47	416	18	6
Total Votes Cast	543	54	462	21	6
Overvotes	0	0	0	0	0
Undervotes	0	0	0	0	0

PRECINCT 042

Statistics	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	3,172				
Ballots Cast - Total	367	24	334	7	2
Ballots Cast - Blank	0	0	0	0	0
Voter Turnout - Total	11.57%				

PROPOSITION NO. 422

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
FOR THE TAX	39	7	31	0	1
AGAINST THE TAX	328	17	303	7	1
Total Votes Cast	367	24	334	7	2
Overvotes	0	0	0	0	0
Undervotes	0	0	0	0	0



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. F.

Meeting Date: 06/05/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolutions No. 2313 and No. 2314. Resolutions of the City of San Luis, Arizona, Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal years 2023- 2024 and 2024-2025 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**

SUMMARY:

A.R.S. § 41-1279.07(E) (attached) requires the city to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (C.F.O.) the City Council has designated to officially submit the current year's annual expenditure limitation report (AELR) on the City Council's behalf. The City Council must use the resolution format provided by the Arizona Auditor General (attached) to document the City Council's annual C.F.O. designation. The City Council is not to delegate the responsibility of designating the C.F.O.

The City Council must present and act upon the resolution annually at a Council meeting. The C.F.O. must submit the signed resolution to Arizona Auditor General's Office and an electronic C.F.O. designation form.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NUMBERS 2313 AND 2314, DESIGNATING ROULA JOUANNE DE ENCINAS AS THE C.F.O. TO SUBMIT THE ANNUAL EXPENDITURE REPORTS TO THE AUDITOR GENERAL AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

There is no purchase and no discernable fiscal impact associated with this item. The action is to designate the CFO for reporting to the Arizona Auditor General, there is no purchase or revenue implicated in the action.

Attachments

Resolution No. 2313

Resolution No. 2314



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2313

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of San Luis, Arizona Mayor and Council desires to designate Roula Jouanne de Encinas, as the City's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF SAN LUIS MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Roula Jouanne de Encinas is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the City of San Luis, Arizona Mayor and Council, this 5th day of June, 2024.

Attested to:

Nieves Riedel, Mayor

Sonia Cornelio, City Clerk

Reviewed by:

Approved as to form:

Jenny Torres, Acting City Manager

Kay Marion Macuil, City Attorney



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2314

RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of San Luis, Arizona Mayor and Council desires to designate Roula Jouanne de Encinas, as the City's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF SAN LUIS MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Roula Jouanne de Encinas is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2025 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the City of San Luis, Arizona Mayor and Council, this 5th day of June, 2024.

Attested to:

Nieves Riedel, Mayor

Sonia Cornelio, City Clerk

Reviewed by:

Approved as to form:

Jenny Torres, City Manager

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. G.

Meeting Date: 06/05/2024

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. 2315. A resolution of the Mayor and City Council of the City of San Luis approving an amendment to the intergovernmental agreement among the State of Arizona, the County of Yuma, and the City of San Luis for the Senate Bill 1490 appropriation to be allotted directly to the City of San Luis for Cesar Chavez Boulevard roadway improvement; repealing any conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

The State of Arizona passed Senate Bill 1490 appropriating \$33 million to the Department of Transportation (ADOT) to distribute to Yuma County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis on June 30, 2022. At the regular council meeting of November 22, 2022, the City Council adopted Resolution No. 2239 approving an intergovernmental agreement between the City of San Luis, Yuma County, and ADOT, agreeing for the State to administer the project on behalf of the City of San Luis and for ADOT to retain the appropriated funding for administrative purposes. During a discussion among all three entities, it was recommended to consider allotting the \$33 million directly to the City in order to secure the funding and place it in a local savings investment pool account where it can generate interest. Amendment No. One will be presented to the Yuma County Board of Supervisors at their board meeting on June 3, 2024. The City expects this amendment to be approved and is requesting the council to authorize the Mayor to sign the amendment as presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2315, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Please see the Fiscal Impact Statement.
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):

Amendment No. One authorizes the distribution of the \$33 million to be disbursed to the City of San Luis.

Attachments

Resolution No. 2315

IGA- Amendment No. 1

IGA-22-0008867



Resolution

NO. 2315

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT AMONG THE STATE OF ARIZONA, THE COUNTY OF YUMA, AND THE CITY OF SAN LUIS FOR THE SENATE BILL 1490 APPROPRIATION TO BE ALLOTTED DIRECTLY TO THE CITY OF SAN LUIS FOR CESAR CHAVEZ BOULEVARD ROADWAY IMPROVEMENT; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on November 22, 2022, the San Luis City Council passed Resolution No. 2239, approving an Intergovernmental Agreement for the Arizona Department of Transportation to administer the \$33,000,000 of funding from Senate Bil 1490 for Cesar Chavez Boulevard roadway improvements and distribute it to Yuma County; and

WHEREAS, discussion among the three (3) entities resulted in a recommendation to have the funding go directly to the City of San Luis so the funding is secured locally and with the added benefit that it can be placed in a local savings investment pool account where it can generate interest; and

WHEREAS, the Yuma County Board of Supervisors has been scheduled to consider this amendment to the Intergovernmental Agreement on June 3, 2024;

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

Section 1: The City hereby approves Amendment 1 to the Intergovernmental Agreement among the State of Arizona, the County of Yuma, and the City of San Luis regarding their responsibilities for the Arizona Legislature's appropriation to improve Cesar Chavez Boulevard under the 2022 Senate Bill 1490 and allocating the thirty-three million dollar (\$33,000,000) appropriation directly to the City of San Luis, Arizona.

Section 2: The Intergovernmental Agreement is identified by the Arizona Department of Transportation as CAR No.: IGA-2-0008867-1 and by the Arizona Attorney General as Contract No.: P001202001652.

Section 3: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

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

Section 5: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution 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.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of June 2024

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

ADOT File No.: IGA 22-0008867-I
Amendment No. One: 24-0009700-I
AG Contract No.: P0012022001652
Project Name/Location: Cesar Chavez
Boulevard
Type of Work: Funding Pass-Through
Budget Source Item No.: 2023 Legislative
Appropriation

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

AMONG
THE STATE OF ARIZONA,
THE CITY OF SAN LUIS
AND
YUMA COUNTY

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date _____, pursuant to 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”), the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City”), and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The State, the City, and the County are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0008867-I, A.G. Contract No. P0012022001652, was executed on December 8, 2022, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

WHEREAS, the County is empowered by A.R.S. § 11-251 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety, as follows:

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City.
3. The County is empowered by A.R.S. § 11-251 to enter into this Amendment No. One and has resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County.
4. Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490), appropriated funding from the State general fund in fiscal year 2022-2023, to the State to distribute to the County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis, (the "Project").
5. The funds for the Project were appropriated to the County. It is the desire of the Parties to have the appropriated funds distributed directly to the City.
6. The foregoing Recitals 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. After this Amendment No. One is executed, the State will issue a warrant to the City in the amount of \$33,000,000 for the Project.
 - b. The Project will be completed in accordance with Laws 2022, 2nd Regular Session, Chapter 331 (Senate Bill 1490).
 - c. After Project completion, submit written certification to localpublicagencysection@azdot.gov that the Project was completed in accordance with Laws 2022, 2nd Regular Session, Chapter 331 (Senate Bill 1490).

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 all 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.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before appropriated funds are accepted, so long as the cancelling Party provides at least 30 days' prior notice to the remaining Parties. It is understood and agreed that in the event this Agreement is terminated, the State shall in no way be obligated to complete or maintain the Project.
5. Title VI. The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
7. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
8. Inspection and Audit. The Parties 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 Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
9. 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 by reference regarding "Non-Discrimination."
10. 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.
11. 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.
12. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

13. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. 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 Louis, AZ 85349
928.341.8520
JTorres@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.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 Louis, AZ 85349
928.341.8577
EVera@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.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: Roula Encinas, Acting Finance
Director
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8553
Rencinas@sanluisaz.gov

Yuma County
Attn: Finance Director
198 S Main Street
Yuma, AZ 85364
928.373.1012
Gilberto.Villegas@yumacountyaz.gov

16. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by any Party and shall be in writing.
 17. 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.
 18. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

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 Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, 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 Amendment No. One 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 remaining Parties to enter into this Amendment No. One.
Approved as to Form:

By _____ Date _____
City Attorney

YUMA COUNTY

By _____ Date _____
MARTIN PORCHAS
Chairperson Board of Supervisors

ATTEST:

By _____ Date _____
DESIREE GUNDERMAN
Yuma County Clerk of the Board

I have reviewed the above referenced Amendment No. One to the Original Agreement among the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties to enter into this Amendment No. One.
Approved as to Form:

By _____ Date _____
MINDA M. DAVY
Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012022001652 (ADOT IGA 22-0008867-I Amendment No. One: 24-0009700-I), an Agreement among public agencies, the State of Arizona, the City of San Luis, and Yuma County, 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 Amendment No. One.

By _____ Date _____
Assistant Attorney General

ADOT CAR No.: IGA 22-0008867-I
AG Contract No.: P0012022001652
Project Location/Name: Cesar Chavez
Boulevard
Type of Work: Roadway Improvements
Budget Source Item No.: 2023 Legislative
Appropriation

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE CITY OF SAN LUIS
AND
YUMA COUNTY

THIS AGREEMENT (“Agreement”) is entered into this date December 8, 2022, 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”), the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City”), and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “COUNTY”). The State, the City, and the County 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 City 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 City.
3. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
4. Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490), appropriated funding from the State general fund in fiscal year 2022-2023, to the State to distribute to the County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis. The State will administer construction, widening, repair, and upgrade of Cesar Chavez Boulevard in the City of San Luis, (the “Project”) on behalf of the City. The State will retain the funding appropriated to the County for this purpose.
5. The Project construction and maintenance responsibilities will be addressed in a future intergovernmental agreement (IGA) between the City and the State.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The sole purpose of this Agreement is to allow the State to retain the legislative funding appropriated to the County in the amount of \$33,000,000.00 for the Project as described in Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490).

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 all 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.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before appropriated funds are accepted, so long as the cancelling Party provides at least 30 days' prior notice to the remaining Parties. It is understood and agreed that in the event this Agreement is terminated, 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. Title VI. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
9. Inspection and Audit. The Parties 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 Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. 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 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
11. 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.
12. 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.
13. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
14. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
15. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. 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

928.341.8584
JTorres@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.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 Louis, AZ 85349
928.341.8577
EVera@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.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: Monica Castro, Finance Director
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8553
MCastro@sanluisaz.gov

Yuma County
Attn: Finance Director
198 S Main Street
Yuma, AZ 85364
928.373.1012
Gilberto.Villegas@yumacountyaz.gov

17. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by any Party and shall be in writing.
18. 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.

19. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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 11/23/2022
GERARDO SANCHEZ
Mayor

ATTEST:

By  Date 11/23/2022
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, the City of San Luis, and Yuma County, 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.

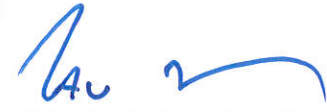
No opinion is expressed as to the authority of the remaining Parties to enter into this Agreement.
Approved as to Form:

By  Date 11-23-2022
City Attorney

YUMA COUNTY

By  Date 12-5-2022
MARCO A. "TONY" REYES
Chairperson Board of Supervisors


ATTEST:

By  Date 12/5/22
IAN MCGAUGHEY
County Administrator/ Clerk of the Board

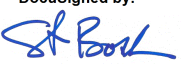
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties to enter into this Agreement.

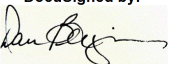
Approved as to Form:

By  Date 11/14/22
MINDA M. DAVY
Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

 By _____ Date 12/7/2022
2C8F28BDDC9C4A2
STEVE BOSCHEN, PE
 Infrastructure Delivery and Operations Division
 Division Director

A.G. Contract No. P0012022001652 (ADOT IGA 22-0008867-I), an Agreement between public agencies, the State of Arizona, the City of San Luis, and Yuma County, 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.

DocuSigned by:

 By _____ Date 12/8/2022
8D316FBECFEB476...
 Assistant Attorney General



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2239

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE STATE OF ARIZONA, THE COUNTY OF YUMA, AND THE CITY OF SAN LUIS REGARDING RESPONSIBILITIES FOR THE 2022 ARIZONA LEGISLATURE APPROPRIATION UNDER SENATE BILL 1490 FOR CESAR CHAVEZ BOULEVARD ROADWAY IMPROVEMENTS.

WHEREAS, the State of Arizona, through the Arizona Department of Transportation ("ADOT") and the City of San Luis ("City"), agreed under the October 19, 2021, Amendment No. One to the 2012 Intergovernmental Agreement that ADOT would administer federal funds for design and right-of-way acquisition for the improvement of Cesar Chavez Boulevard; and

WHEREAS, under Arizona Senate Bill 1490 ("SB 1490), the Arizona Legislature appropriated an additional \$33,000.00 from the state general fund to upgrade Cesar Chavez Boulevard, and the Arizona Governor signed it into law on June 30, 2022; and

WHEREAS, ADOT, Yuma County, and the City agree that ADOT shall administer the funds for the continuity of the Cesar Chavez Boulevard improvements; and

WHEREAS, the Arizona Revised Statutes ("ARS") §§ 11-951 through 11-954, and 48-572 authorize the City to enter into this intergovernmental agreement ("IGA"); and

WHEREAS, the construction and maintenance of Cesar Chavez Boulevard will be addressed in a future intergovernmental agreement between ADOT and the City;

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

Section 1: The City, by this Resolution, approves the Intergovernmental Agreement among the State of Arizona, the County of Yuma, and the City of San Luis regarding their responsibilities for the Arizona Legislature's appropriation to improve Cesar Chavez Boulevard under SB 1490 ("IGA"); however, the City reserves the right to negotiate a different indemnity provision in the future intergovernmental agreement

between ADOT the City regarding the construction of the Cesar Chavez Boulevard improvements.

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

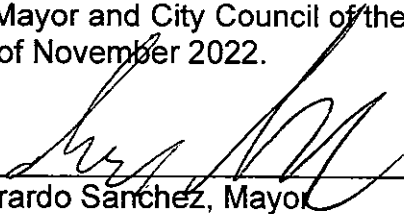
Section 3: The IGA is identified as ADOT Contract No. 22-0008867-I and Arizona Attorney General Contract No. P0012022001652.

Section 4: The 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 the provisions of 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, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 22nd day of November 2022.


Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney