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., Tuesday, November 17, 2026. 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 el dia Martes, 17 de Noviembre del 2026, a las 6:00 p.m. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:
/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
11/16/2026
REMOVED PREVIOUSLY ITEM NO. 7.C.; ADDED ITEM NO. 7.A. AND RE-NUMBERED THE ITEMS ACCORDINGLY

AGENDA
Special Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 17, 2026
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

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

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

5. **PROCLAMATION/PRESENTATION**

5. A. Proclamation on 32nd Annual Dia Del Campesino - December 4, 2026

5. B. Presentation of a Plaque from the International City/County Management Association (ICMA) to Tadeo Azael De La Hoya for his years of service. **(Mayor Nieves Riedel)**

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

6. A. **MINUTES OF**
- October 28, 2026 Regular Council Meeting

6. B. **DISBURSEMENTS**
From November 4, 2026 to November 10, 2026
Total: $819,450.17 (Eight Hundred Nineteen Thousand, Four Hundred Fifty Dollars and Seventeen Cents)

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2419. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the transfer of real property on Avenue E and County 24 1/2 Street from Yuma Union High School District No. 70. **(Tomas Sanchez, City Engineer)**

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

7. A. Discussion and possible action on any and all matters regarding Resolution No. 2421. A Resolution of the Mayor and Council of the City of San Luis, Yuma County, Arizona, canvassing the returns and declaring and adopting the results of the General Election held on November 3, 2026; certifying the facts requiring an automatic recount for the office of Mayor; authorizing the filing of a petition in Yuma County Superior Court for an order requiring the recount; and providing for an effective date. **(Sonia Cornelio, City Clerk)**

7. B. Discussion and possible action on any and all matters regarding authorization to release Special Revenue Funds to pay contractual expenses for the remainder of Fiscal Year 2026-2027. **(Amanda Watlington, City Magistrate)**

7. C. Discussion and possible action on any and all matters regarding authorization to process a budget transfer to cover expenses associated with the Water Operations Building Expansion Project. **(Jorge Perez, Assistant Director of Public Works)**

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2420. A Resolution of the Mayor and Council of the City of San Luis, Arizona, adopting fees for dog licenses; Repealing any conflicting provisions; and providing for severability. **(Lieutenant Emmanuel Botello, Police Lieutenant)**

7. E. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Eduardo G. Carrasco on behalf of Colibri Gas Station & Mini Mart, located at 155 N. Avenue E, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Staff and/or Applicant presentation
B. Open Public Hearing
C. Call to the public on this item
D. Close Public Hearing
E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Colibri Gas Station & Mini Mart

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

9. ADJOURNMENT

PROCLAMATION

Special City Council Meeting **5. A.**

Meeting Date: 11/17/2026

Title:

Proclamation on 32nd Annual Dia Del Campesino - December 4, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

32ND ANNUAL DIA DEL CAMPESINO
(ANNUAL FARM WORKERS' DAY)
December 4, 2026

WHEREAS, agricultural workers are deemed an essential workforce in the United States; and

WHEREAS, the economic contribution made by farm workers to our local Yuma County economy is highly significant and critical to the overall well-being of our residents; and

WHEREAS, farm worker families' contributions are honored annually through an Annual Día Del Campesino Health and Information Fair in the City of San Luis, Arizona; and

WHEREAS, the Annual Dia Del Campesino Health and Information Fair acknowledges the need to provide information, health and social services to the farm worker population in the border communities of Yuma County, Arizona; and

WHEREAS, Campesinos Sin Fronteras and the Farm Worker Service Coalition acknowledge that health risks, including heat-related illnesses, respiratory conditions, chronic diseases, exposure to pesticides, and emerging diseases, continue to be a human threat to our essential farm workers, whom we aim to serve and provide much-needed health and human resources; and

WHEREAS, Campesinos Sin Fronteras and the Farm Worker Service Coalition have partnered to lead service for farm workers in Yuma County for more than 30 years.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim December 4, 2026, as the **"32nd Annual Dia Del Campesino (Farm Workers' Day)"**, in San Luis, Arizona.

DATED this **17th** day of **November 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

Special City Council Meeting **5. B.**

Meeting Date: 11/17/2026

Submitted By: Sonia Cornelio, City Clerk's Office

Presentation Topic/Summary:

Presentation of a Plaque from the International City/County Management Association (ICMA) to Tadeo Azael De La Hoya for his years of service. **(Mayor Nieves Riedel)**

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. A.**

Meeting Date: 11/17/2026

Summary

MINUTES OF

- October 28, 2026 Regular Council Meeting

Attachments

10/28/2026 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 28, 2026
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Javier Vargas called the meeting to order at approximately 6:00 p.m.

PRESENT: Council Member Luis E. Cabrera – via Teams; left at 6:50 p.m.
Council Member Maria Cecilia Cruz
Council Member Esteban C. Rosales – at 6:04 p.m.
Council Member Lizeth Servin
Vice Mayor Javier Vargas

ABSENT: Council Member Tadeo Azael De La Hoya
Mayor Nieves Riedel

OTHERS PRESENT: Jenny Torres, City Manager
Joe Estes, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Albert Moreno, IT Technician
Angel Ramirez, Fire Chief
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Eulogio Vera, Director of Public Works
Francia Valdez, Public Information Officer
Gilberto Torres, Wastewater Operations Manager
Humberto Arcos, Grants Coordinator
Jessica Potts, Director of Parks & Recreation
Jorge Perez, Assistant Director of Public Works
Lucia Zavala, Finance Operations Manager
Luis Gallegos, Acting Facilities Supervisor
Maria Barajas, Human Resources Manager
Michelle Boucher, Police Administrator
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Chief of Police
Olivia Jenkins, Acting Assistant City Manager
Osvaldo Rodriguez, Lead Custodian
Rodolfo Dueñas, Crew Leader Supervisor

Tomas Sanchez, City Engineer
Vanessa Iturbide, Graphics and Media Specialist
Victor De La Torre, Safety Officer
Xochitl Lopez, Office Supervisor
Yadira Bobadilla, Police Sergeant
Yigal Duarte, Economic Development Assistant
Christian Cuevas, Meeting Interpreter
Elida Valenzuela, Police Chaplain
Greg LaVann, Greater Yuma Economic Development CEO/President
James Allen Jr., Resident
Yolanda Dueñas, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Lizeth Servin led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Elida Valenzuela – Police Chaplain.

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, addressed the City Council regarding concerns with pedestrian safety, inadequate street lighting, and accessibility for residents with disabilities. He reported a recent incident near Udall Lane and E Street in which a six-year-old child nearly was struck by a vehicle. He also expressed concerns about speeding in residential neighborhoods, including vehicles traveling at approximately 40 miles per hour on Babbitt Lane. Mr. Allen additionally highlighted poor street lighting in neighborhoods such as Los Alamos and the lack of safe pedestrian crossings, particularly along 6th Avenue for individuals using wheelchairs. He requested increased traffic enforcement, improved street lighting, additional four-way stops and traffic-calming measures, and safer, accessible pedestrian crossings. He emphasized the importance of taking preventive action to protect children, seniors, pedestrians, and families before a serious accident or loss of life occurs.

Mr. Christian Cuevas, stated that his address was on file with the city for the record, if needed. He added that he interprets City Council meetings and explained that he would deliver the public comment in Spanish for the benefit of the Spanish-speaking audience. He shared a recent incident involving teenagers who went to a local park. Families typically use mobile location-sharing services to monitor their safety while they are away from home. However, due to poor cellular reception and network connectivity, one teenager's location signal became stuck at an incorrect address, causing significant concern for the family. Mr. Cuevas emphasized that reliable mobile service is essential for public safety, emergency communications, medical needs, and security systems. He was unsure where to seek assistance regarding this concern.

He added that although telecommunications infrastructure is managed by private service providers, he encouraged the city to take a proactive role in addressing connectivity concerns, particularly in the rapidly growing eastern section of San Luis, including the F area. He stressed that as the city continues to attract new businesses and residential development, reliable cellular coverage must also be a priority.

Mr. Francisco Javier Gallardo introduced himself as a first-year Master of Social Work student at Arizona State University (ASU), an intern with Chief Human Services, and a member of the Yuma Coalition to End Homelessness. He addressed the City Council on behalf of the Coalition and invited Council Members and city representatives to attend its annual event on Wednesday, November 18, 2026, at the Yuma Main Library. He explained that the event would include a homelessness simulation to increase awareness and understanding of the challenges and structural barriers faced by individuals experiencing housing insecurity. The event would also feature presentations by two (2) university doctoral researchers specializing in homelessness and related issues. Mr. Gallardo explained that the Coalition brings together organizations and community partners throughout Yuma County to improve coordination, identify service gaps, and strengthen regional efforts to address homelessness. He emphasized the importance of including San Luis in the regional discussion, noting that the city's experiences and perspectives could contribute to a better understanding of housing instability throughout Yuma County. He also noted that invitations had been extended to the Yuma and Somerton City Councils to encourage regional collaboration among local governments, organizations, and service providers. Mr. Gallardo concluded by encouraging San Luis representatives to attend the event, participate in the simulation, and contribute to the ongoing regional conversation about homelessness.

Vice Mayor Javier Vargas thanked Mr. Gallardo for the invitation and requested that the event information be shared with city staff so they could receive the invitation and coordinate their schedules accordingly.

Ms. Jenny Torres, City Manager, introduced Ms. Jessica Potts as the city's new Director of Parks and Recreation.

Ms. Jessica Potts shared that she began her position the previous Monday, expressing enthusiasm about joining the City of San Luis. She noted that she previously worked for the City of Soledad, California, where she spent five (5) years establishing and developing a Recreation Department. Ms. Potts expressed excitement about the opportunities ahead, complimented the staff for being welcoming and supportive, and shared her positive experience getting acquainted with the team. She acknowledged that she was still learning names and faces but looked forward to the department's future growth and success. She concluded by thanking the city for welcoming her and providing her with the opportunity to serve.

Mrs. Sonia Cornelio, City Clerk, informed the Vice Mayor and Council Members that, at staff's request, Item No. 7.E. would be moved forward on the agenda, provided there were no objections.

Vice Mayor Javier Vargas then declared a conflict of interest regarding Item No. 7.E.

Mrs. Cornelio further explained that, due to the Mayor's absence and the Vice Mayor's declared conflict of interest, City Code Section 2.05.440(A)(1) required the Council to appoint an Acting Mayor to preside over the consideration of Item No. 7.E. She clarified that the Vice Mayor would resume presiding over the remaining agenda items upon completion of the discussion and consideration of Item No. 7.E. She then requested a motion to appoint an Acting Mayor.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to appoint Council Member Maria Cecilia Cruz as the Acting Mayor for this item. The motion passed with four (4) Ayes and one (1) Abstention by Vice Mayor Javier Vargas.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Acting Mayor Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Abstained

7. DISCUSSION AND POSSIBLE ACTION ITEM:

7. E. Discussion and possible action on adopting a Notice of Intent to establish new rental rates, application fees, shared facility service fees, and facility use fees for the San Luis Business Incubator. (Armando Esparza, Director of Economic Development and Government Affairs)

Mr. Armando Esparza, Director of Economic Development and Government Affairs, presented the proposed rental rates and fees for the San Luis Business Incubator (SLBI). He explained that staff had reviewed the facility's policies and fee structure to address increasing operational costs and ensure long-term financial sustainability. The proposed three-year rental rates were $0.55 per square foot for year 1, $0.65 for year 2, and $0.80 for year 3, respectively, along with application processing, shared facility service, and conference room rental fees. He noted that the proposed rates would remain below regional market rates during the first two (2) years.

Acting Mayor Maria Cecilia Cruz inquired when the fees were last updated.

Ms. Jenny Torres, City Manager, indicated that the last adjustment was approximately 13 years ago.

Mr. Esparza explained that staff intended to review the rates every five (5) years to keep them aligned with market conditions.

Council Member Lizeth Servin commended staff for developing a reasonable proposal that allows businesses to benefit from below-market rental rates during their initial years.

Mr. Esparza further explained that the facility's purpose was to provide businesses with an opportunity to grow, establish financial stability, and eventually transition into private commercial facilities. He requested Council approval of the Notice of Intent to proceed with the proposed fee adoption process.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to approve the Notice of Intent to increase San Luis Business Incubator rates and establishment of new fees for the reasons presented. The motion passed with four (4) Ayes and one (1) Abstention by Vice Mayor Javier Vargas.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Acting Mayor Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Abstained

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation on Extra Mile Day - November 1, 2026

5. B. Proclamation on Law Enforcement Records and Support Personnel Appreciation Week – November 9-15, 2026

5. C. Proclamation on Family Court Awareness Month - November 2026 and Hot Pink Day – November 18, 2026

5. D. Proclamation on Alzheimer's and Caregiver Awareness Month - November 2026

5. E. Proclamation on Lung Cancer Awareness Month - November 2026

5. F. Proclamation on National Diabetes Awareness Month - November 2026

5. G. Proclamation on National Runaway Prevention Month - November 2026

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

5. H. Presentation by Greater Yuma Economic Development Corporation (GYEDC) on their End-of-Year Report. (Greg LaVann, President/CEO)

Mr. Greg LaVann, President and CEO, provided an overview of the organization's economic development accomplishments, ongoing initiatives, and future priorities, emphasizing regional partnerships, business attraction, quality job creation, and investment opportunities. Regarding San Luis, Mr. LaVann reported that approximately 250 jobs had been supported over the past two (2) years.

He also highlighted efforts to identify a new tenant for the former Myers Power facility, secure grant funding, promote the city's industrial park, and attract investment in infrastructure, semiconductor manufacturing, and agricultural technology. He clarified that GYEDC had no official position on data center development and that the City Council would retain final authority over any proposed projects.

During the discussion, Council Member Lizeth Servin requested clarification regarding jobs benefiting San Luis residents and grant funding allocated to the city.

Mr. LaVann identified a $1 million EDA grant for waterline expansion and approximately $500,000.00 in infrastructure funding through the Arizona Commerce Authority.

Council Member Lizeth Servin emphasized the importance of ensuring measurable economic development benefits for San Luis.

Council Members Esteban C. Rosales and Maria Cecilia Cruz commended Mr. LaVann for his continued efforts to promote San Luis, attract businesses, and support regional economic development.

Vice Mayor Javier Vargas also thanked him for the presentation.

5. I. Presentation of the Arizona Association for Economic Development (AAED) 2026 Golden Prospector Awards to the City of San Luis. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, announced that the city's Economic Development Department and the City of San Luis received the 2026 Golden Prospector Award from the Arizona Association for Economic Development for its Corazon San Luis Cultural and Economic Revitalization Plan. The city also received an Award of Merit for its 928 Day marketing campaign in the Multimedia Promotion category. The awards recognize excellence and innovation in economic development programs, processes, and promotional initiatives. He thanked his staff for their hard work and support, as well as the Communications Team for creating the 928 Day marketing campaign.

5. J. Presentation of retirement plaque to Yolanda Dueñas for her 34 years of service to the City of San Luis. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, presented Ms. Yolanda Dueñas with a retirement plaque in recognition and appreciation of her years of dedicated service to the City of San Luis and its residents.

Ms. Dueñas thanked the Mayor and Council, City Management, and her colleagues for their support and for the opportunity to serve the City of San Luis for 34 years. She expressed gratitude for the recognition, the meaningful relationships she developed throughout her career, and her family's support.

Vice Mayor Javier Vargas and Members of the City Council thanked Ms. Dueñas for her years of dedicated service and congratulated her on her retirement.

6. CONSENT AGENDA

6. A. MINUTES OF
- Regular Council meeting held September 23, 2026

6. B. DISBURSEMENTS
From October 7, 2026 to October 20, 2026
Total $2,260,902.51 (Two Million, Two Hundred Sixty Thousand, Nine Hundred Two Dollars and Fifty-One Cents)

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin to approve the Consent Agenda. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the annual physicals for fire department personnel with the company 1582, LLC. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, explained that the item was a routine annual request for approval to conduct the Fire Department's required physical examinations. He stated that Company 1582 has provided these services to the department for the past several years and is in the Yuma area. He further noted that the company was originally scheduled to conduct the examinations the previous week; however, because the item was not included on the agenda, the examinations were rescheduled for the following week. He clarified that the approval was necessary to proceed with the department's annual physical examinations.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to approve the purchase of annual physical medical evaluations from the Company 1582, L.L.C., for Fire Department personnel in the total amount not to exceed $58,845.00. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. B. Discussion and possible action on all matters regarding the renewal of the Expertcare Extended Warranty and Preventive Maintenance Contract with Zoll Medical Corporation. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, explained that the item requested approval to continue preventative maintenance services for the Fire Department's ZOLL defibrillators and cardiac monitors. He emphasized that this equipment is essential to emergency medical response and requires regular maintenance to ensure proper operation. He noted that ZOLL provides annual maintenance and repair services whenever equipment malfunctions or requires servicing.

MOTION: Council Member Lizeth Servin/Council Member Esteban C. Rosales moved to approve the renewal of the expertcare extended warranty and preventive maintenance contract with Zoll Medical Corporation, in the amount of $45,733.50. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding the purchase of Self-Contained Breathing Apparatus (SCBA) Regulators and Air Packs from Municipal Emergency Services, Inc. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, presented a request for approval to purchase additional Self-Contained Breathing Apparatus (SCBA) units and regulators, as previously discussed at the April budget retreat. The purchase is necessary to accommodate the department's growth and ensure that each firefighter is assigned a regulator and SCBA rather than sharing. The Department intends to maintain consistency with its existing equipment by purchasing Scott brand, represented in Arizona by Municipal Emergency Services, Inc. (MES).

Council Member Esteban C. Rosales asked how many units were needed.

Chief Ramirez estimated that the purchase would include approximately eight (8) regulators and 12 SCBA units to equip newly hired firefighters. He emphasized that SCBAs are among the most critical pieces of personal protective equipment (PPE) for firefighters.

MOTION: Council Member Esteban C. Rosales/Council Member Maria Cecilia Cruz moved to approve the purchase of self-contained breathing apparatus regulators and air packs from Municipal Emergency Services, Inc. in the amount not to exceed $102,937.58, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding the reappointment of two (2) members and the appointment of one (1) new member to serve on the San Luis Economic Development Commission. (Armando Esparza, Director of Economic Development and Government Affairs)

Mr. Armando Esparza, Director of Economic Development and Government Affairs, reported that the Commission had three (3) vacancies. He requested the reappointment of Ms. Linda Padilla and Mr. Octavio Ramirez, whose terms had expired, to full four-year terms, as they submitted letters of interest. He also advised that the department had advertised the remaining vacancy and received three (3) applications from interested community members.

During the discussion, Council Members asked whether any applicants were present, whether the department had a recommendation based on specific qualifications, and whether the applicants had previously applied.

Ms. Jenny Torres, City Manager, asked whether the department had specific qualifications or skill sets it was seeking to fill the Commission vacancy, to help the City Council determine which applicant to select.

Mr. Esparza indicated that the three (3) applicants had comparable qualifications and expressed interest in serving the community. He also noted that, under the Commission's bylaws, applications remain valid for one (1) year and must be resubmitted after expiration.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to reappoint Linda Padilla and Octavio Ramirez to the San Luis Economic Development Commission for four-year terms expiring July 24, 2030, and to appoint Skelsey Moraga to the San Luis Economic Development Commission for a four-year term expiring July 24, 2030. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding approval of a Professional Services Contract with TIP Strategies, Inc. for the preparation of an Economic Development Strategic Plan. (Armando Esparza, Director of Economic Development and Government Affairs)

Mr. Armando Esparza, Director of Economic Development and Government Affairs, requested Council approval to award a professional services contract to TIP Strategies, Inc., to develop a new five-year strategic plan for the city. He explained that Arizona Public Service (APS) had committed $50,000.00 toward the project, with the total cost estimated at $100,000.00 and an anticipated 10-month planning process. He noted that the city's previous strategic plan was completed in 2015 and that updated goals and strategies were needed to address the city's growth and changing economic conditions.

During the discussion, Council Members inquired about the project timeline and community involvement.

Mr. Esparza indicated that work could begin in January, with completion anticipated by October of the following year. He also explained that a steering committee would be established, including representatives from the Economic Development Commission, businesses, and community partners, to provide input and help guide the planning process.

Vice Mayor Javier Vargas acknowledged APS's continued support and investment in the city's growth, including infrastructure improvements, and requested that appreciation be extended to APS for its partnership.

MOTION: Vice Mayor Javier Vargas/Council Member Esteban C. Rosales moved to approve the Professional Services Agreement with TIP Strategies, Inc. for the preparation of the City of San Luis Economic Development Strategic Plan in an amount not to exceed $100,000.00, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. G. Discussion and possible action on any and all matters regarding the award of a construction contract to TF Contracting Services, LLC for the Well Site 6 Booster Pump Station Expansion Project. (Tomas Sanchez, City Engineer)

Mr. Tomas Sanchez, City Engineer, requested Mayor and City Council approval to award the construction contract to TF Contracting Services, LLC, in the amount of $3,865,202.44. He explained that the project will expand the existing booster pump station by installing additional pumps, electrical equipment, control systems, and a backup generator to increase pumping capacity and improve the reliability of the city's water distribution system. He added that the city received two (2) bids from TF Contracting Services, LLC and Taylor Engineering, with TF Contracting Services, LLC submitting the lowest responsible bid of $3,865,202.44. He noted that the original engineer's cost estimate of approximately $2.1 million was revised to $3 million due to increased construction costs. The current fiscal year budget includes $900,000.00, with the remaining funding to be requested in Fiscal Year 2027. Project completion is anticipated in December 2027.

During discussion, Council expressed concern over the significant increase in project costs but acknowledged the importance of proceeding to avoid further cost increases.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved award the contract to TF Contracting Services, LLC for the construction of the City of San Luis Well Site 6 Booster Pump Station Expansion Project in the amount of $3,865,202.44, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding the award of a construction contract to Nu-Wave Innovations for the Well Site #3 Electrical Upgrade Project. (Tomas Sanchez, City Engineer)

Mr. Tomas Sanchez, City Engineer, requested Mayor and City Council approval to award the construction contract to Nu-Wave Innovations in the amount of $620,215.00.

He explained that the project involves upgrading the electrical system at Wellsite No. 3, including power distribution equipment, pump motor controls, electrical panels, and installation of a backup generator to improve operational efficiency and reliability. Three (3) bids were received from Nu-Wave Innovations, Merrill Development and TF Contracting Services, LLC, with Nu-Wave Innovations submitting the lowest responsible bid of $620,215.00. The current fiscal year budget includes $300,000.00, with approximately $220,000.00 to be requested in Fiscal Year 2027. Project completion is anticipated in December 2027. He noted that the bid came in below the city's preliminary cost estimate of approximately $1 million.

The City Council acknowledged the cost savings and noted that, although some projects exceed estimates, others provide opportunities for savings.

Council Member Maria Cecilia Cruz expressed concern over the rising cost of goods and the impact of inflation on the community. She noted that, as of July 2026, the purchasing power of the dollar had declined to approximately $ 0.39, compared to $0.44 in July 2022, highlighting the continued decrease in the dollar's value.

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to award the contract to Nu-Wave Innovations for the construction of the City of San Luis Well Site #3 Electrical Upgrade Project in the amount of $620,215.00, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

7. I. Discussion and possible action on any and all matters regarding Ordinance No. 488. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, declaring the following document a public record "San Luis City Code Updates October 2026"; amending City Code Title 6 and Section 8.25.060 to update and define Animal Control Enforcement; repealing conflicting provisions; providing for severability; providing for penalties; and providing for an effective date. (Emmanuel Botello, San Luis Police Department Lieutenant)

Mr. Nigel Reynoso, Chief of Police, presented Ordinance No. 480, requesting approval of amendments to the City Code that would authorize Animal Control Officers to enforce applicable state animal control statutes in addition to city ordinances. The amendments address gaps in the existing code by expanding enforcement authority to cover all animals, not just dogs, including animal cruelty, abuse, unlawful feeding, and sanitary conditions.

Council questioned whether the existing code had caused any issues or confusion within the community.

Chief Reynoso explained that the previous City Code limited Animal Control Officers' enforcement authority to violations involving dogs, preventing them from addressing certain violations involving other animals. The proposed amendments expand their authority to enforce applicable regulations covering all animals, not just dogs.

During discussion, Council asked for clarification regarding unlawful feeding and how the amendments would affect residents who feed stray cats.

Chief Reynoso explained that feeding animals is not prohibited; however, issues may arise when feeding attracts multiple animals, creates neighborhood nuisances, or results in responsibility for the animals.

Council also discussed the importance of informing residents how to report animal abuse and other animal-related concerns.

Chief Reynoso confirmed that residents should contact the Police Department, while complaints may also be submitted through the city's website, public relations email, and social media platforms.

Staff said a public education campaign would run during the proposed 30- to 60-day grace period. Additionally, the city is working on a new reporting system that will allow residents to submit concerns directly to the appropriate department.

Mr. Joe Estes, City Attorney, clarified that the proposed ordinance supplements existing state law, under which animal abuse is already prohibited. He explained that the amendments provide Animal Control Officers with additional authority to become more directly involved in investigating and addressing animal-related violations, including issues involving the feeding of stray animals.

Chief Reynoso emphasized that the ordinance supplements existing state law and allows Animal Control Officers to investigate and address violations more efficiently, reducing the need for police officers to handle these matters.

Mr. Yonnuen Roberto Oropeza, Animal Control Officer, provided additional clarification regarding the proposed amendments, explaining that expanding the definition of animals at large beyond dogs would allow Animal Control to address complaints involving other domesticated animals, including stray cats and chickens. He noted that the department receives complaints involving roaming cats, property damage, unsanitary conditions, and residents feeding stray animals without assuming responsibility for their care. He further explained that leaving food and water outdoors without maintaining sanitary conditions can attract pests and create neighborhood nuisances. The amendments would provide Animal Control Officers with additional enforcement tools to address these concerns.

He also clarified that residents may contact the Police Department's non-emergency line at 928-341-2420 to report animal-related concerns, which will be referred to Animal Control for follow-up. He encouraged residents and Council to direct any additional questions to the Department.

Council asked whether the proposed ordinance would also apply to turtles.

Animal Control Officer Oropeza confirmed that the amendments would cover turtles and other animals, not just dogs and cats.

Council briefly discussed similar concerns involving turtles in neighboring communities, including Somerton and Yuma.

A. Action on Reading of Ordinance No. 488 by title only

MOTION: Council Member Esteban C. Rosales/Vice Mayor Javier Vargas moved to approve the Reading of Ordinance No. 488 by title only. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 488 by title only.

B. Action on Ordinance No. 488

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin moved to approve and adopt Ordinance No. 488. The motion passed unanimously.

Mrs. Cornelio recommended a roll-call vote on Ordinance No. 488 to ensure a clear, official record of the Council's vote on its passage.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Cruz reported on her attendance at the Arizona Transportation Policy Summit alongside Council Members Lizeth Servin, Esteban C. Rosales and Vice Mayor Javier Vargas. She shared highlights from the 2026 Arizona Infrastructure Report Card, which gave the state's infrastructure an overall grade of C, with roads receiving a D+. She also noted an estimated $162 billion infrastructure funding gap by 2050. She emphasized the need for increased investment in transportation infrastructure, including raising the state gas tax, which she noted has not been increased in approximately 30 years. She stressed the importance of addressing infrastructure needs, particularly given the city's continued growth and demand for additional roads.

Council Member Lizeth Servin reminded residents that the city's cleanup campaign is ongoing and encouraged the community to check the calendar for scheduled cleanup dates in their respective areas. She also highlighted recent visits from state and federal officials to the region and invited residents to attend the upcoming meet-and-greet with Senator Ruben Gallego in Yuma. Additionally, she reminded the community that Election Day was six (6) days away and encouraged residents to exercise their right to vote.

9. ADJOURNMENT

Vice Mayor Javier Vargas adjourned the Regular Council meeting at approximately 7:53 p.m.

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the City Council of the City of San Luis, Arizona, held on October 28, 2026. I further certify that the meeting was duly called and held in accordance with applicable law and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. B.**

Meeting Date: 11/17/2026

Summary

DISBURSEMENTS
From November 4, 2026 to November 10, 2026
Total: $819,450.17 (Eight Hundred Nineteen Thousand, Four Hundred Fifty Dollars and Seventeen Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING NOVEMBER 18, 2026
Disbursement Report from 11/04/2026 TO 11/10/2026

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	11/04/2026	$ 618,819.19	Schedule A
Accounts Payable Check Account	11/06/2026	$ 200,630.98	Schedule B
		$ 819,450.17	
	Total Disbursements:		-

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

RECEIVED
NOV 10 2026
CITY CLERK'S OFFICE

Prepared by Guadalupe Canez: _____

Verified by Finance: Miguel Ramirez

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

Pay Day Register

Pay Date Range 10/17/26 - 10/30/26
Pay Batch 202623

Pay Batch 202623 Total
Employees In Pay Batch 347
Female Employees In Pay Batch 98

Hours Description	Hours	Gross
100 - REGULAR	26,170.5000	729,047.07
1001 - LEAVE WITHOUT PAY	135.3100	.00
1005 - BEREAVEMENT	78.0000	3,926.70
1007 - ON CALL WORKED HOURS	8.5000	207.85
1009 - PART TIME	94.2500	1,907.22
1010 - PART TIME FIREFIGHTERS	71.5000	1,721.02
201 - OVERTIME	1,219.5000	54,020.12
202 - OP STONE GARDEN- O.T.	522.5000	29,371.86
2023 - FMLA - SICK LEAVE	119.2900	2,790.38
2024 - FMLA - VACATION LEAVE	119.2100	2,646.76
2038 - FMLA - LEAVE WITHOUT	72.6900	.00
210 - SRO	227.5000	7,381.82
300 - VACATION EARNED	1,384.7200	.00
301 - VACATION USED	1,081.7500	31,577.13
400 - SICK EARNED	1,336.8900	.00
405 - SCHEDULED SICK LEAVE	282.0000	7,394.36
406 - UNSCHEDULED SICK LEAVE	581.2500	14,838.42
501 - WC PUBLIC SAFETY USED	100.0000	1,920.00
503 - STAND-BY PAY	898.5000	1,797.00
808 - TAXABLE TRAVEL	.0000	118.00
900 - COMPENSATION EARNED	45.0000	.00
901 - COMPENSATION USED	6.7500	203.26
940 - PD - EDU ASST	.0000	400.00
941 - PD - EDU BCHL	.0000	750.00
950 - PD -SRT	.0000	100.00
951 - PD - K-9 HANDLER	.0000	100.00
952 - PD - PHLEBOTOMIS	.0000	200.00
953 - PD - COLLISION	.0000	200.00
954 - PD - NEGOTIATOR	.0000	200.00
956 - PD - MIDNIGHT SHFT	.0000	850.00
961 - FD - EDU ASST	.0000	650.00
962 - FD - EDU BACHL	.0000	225.00
965 - PD - STAND-BY PAY	.0000	1,124.00
967 - FD - SPECIAL ASSIGNEMNT	148.0000	296.00
968 - SRO 50	.0000	200.00
Total	34,703.6100	$896,163.97

Withholdings and Deductions		Gross Base
Gross	896,163.97	
Imputed Income		
FEDERAL TAX WITHHOLDING	52,417.75	767,307.88
SOCIAL SECURITY TAX	55,562.00	896,163.97
MEDICARE	12,994.45	896,163.97
STATE WITHHOLDING	16,234.04	767,307.88
AM. FIDELITY - HEALTH FSA	190.84	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	461.30	.00
AM. FIDELITY- CANCER-POST	35.70	.00
AM. FIDELITY- CANCER-PRE TAX	136.40	.00
AM. FIDELITY- GCI -POST TAX	65.20	.00
AM. FIDELITY- GHI- PRE TAX	228.72	.00
AM. FIDELITY- LIFE -POST TAX	346.95	.00
AM. FIDELITY- TX LIFE -POST	178.16	.00
AZ COPS - SLPD	575.00	.00
AZ STATE RETIREMENT	59,832.86	504,068.32
CHILD SUPPORT 2	383.63	.00
DEFERRED COMP - ROTH	1,475.00	.00
DEFERRED COMP - ROTH	294.74	9,654.65
DEFERRED COMPENSATION	2,760.00	.00
DEFERRED COMPENSATION	1,262.48	17,280.35
FOP/ALC	510.00	.00
GARNISHMENT - CHILD	1,346.84	.00
IAFF- FIRE DEPT	1,670.00	.00
LEGAL SHIELD	49.83	.00
LONG TERM DISABILITY	554.52	504,068.32
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	164.88	.00
MEX ONLY DENTAL - EE &	505.50	.00
MEX ONLY DENTAL - EE &	210.68	.00
MEX ONLY HEALTH - EE & CH	617.31	.00
MEX ONLY HEALTH = S	552.09	.00
MEXICO ONLY HEALTH - EE &	3,526.95	.00
MEXICO ONLY HEALTH - EE &	960.26	.00
MISCELLANEOUS	714.77	.00
PAC FUND- FIRE DEPT.	151.00	.00
PS DEFERRED COMP - ROTH	1,287.50	.00
PS DEFERRED COMP - ROTH	755.04	16,651.94

Benefits		Gross Base
ASRS ALTERNATE	706.49	7,476.00
AZ STATE RETIREMENT	59,832.86	504,068.32
DENTAL = FAMILY	417.90	.00
LONG TERM DISABILITY	554.52	504,068.32
MEDICAL MEX ONLY - EE &	2,506.68	.00
MEDICAL MEX ONLY - EE &	14,234.85	.00
MEDICAL MEX ONLY - EE &	3,899.28	.00
MEDICAL MEX ONLY - EE ONLY	5,119.04	.00
MEX & US HEALTH = EE	64,041.35	.00
MEX ONLY DENTAL - EE &	128.16	.00
MEX ONLY DENTAL - EE &	389.09	.00
MEX ONLY DENTAL - EE &	163.76	.00
MEX ONLY DENTAL - EE ONLY	244.20	.00
PSPRS - ALTERNATE	313.30	3,916.21
PSPRS FIRE DB NORM - TIER 1	9,040.09	71,804.03
PSPRS FIRE DB NORM - TIER 2	760.69	6,041.98
PSPRS FIRE DB NORM - TIER 3	8,341.81	96,325.79
PSPRS FIRE DB UNFUND - TIER	1,256.55	71,804.03
PSPRS FIRE DB UNFUND - TIER	105.73	6,041.98
PSPRS FIRE DB UNFUND - TIER	1,974.73	98,245.79
PSPRS POLICE DB NORM - TIER	5,876.54	64,506.57
PSPRS POLICE DB NORM - TIER	1,251.88	13,741.87
PSPRS POLICE DB NORM - TIER	8,246.24	95,222.37
PSPRS POLICE DB UNFUND -	3,083.41	64,506.57
PSPRS POLICE DB UNFUND -	656.86	13,741.87
PSPRS POLICE DB UNFUND -	4,818.25	95,222.37
STANDARD STD	5,340.71	.00
U.S. MEX DENTAL - EE &	334.74	.00
U.S. MEX DENTAL - EE &	111.58	.00
US & MEX DENTAL - EE	2,973.12	.00
US & MEX HEALTH = C	27,519.48	.00
US & MEX HEALTH = FAMILY	31,572.72	.00
US & MEX HEALTH = SP	8,408.73	.00
VISION - SINGLE	1,217.66	.00
VSP- VISION	567.00	.00
WC PSPRS 17.32	332.54	1,920.00
Total	$276,342.54	

SCHEDULE A

PS DEFERRED COMP TIAA -	1,019.32	17,181.43
PS DEFERRED COMPENSATION	2,052.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,406.98	57,607.40
PSPRS FIRE DB RATE - TIER 1b	1,086.05	14,196.63
PSPRS FIRE DB RATE - TIER 2	462.21	6,041.98
PSPRS FIRE DB RATE - TIER 3	8,341.81	96,325.79
PSPRS POLICE DB RATE - TIER	3,046.17	39,819.28
PSPRS POLICE DB RATE - TIER	1,888.58	24,687.29
PSPRS POLICE DB RATE - TIER 2	1,051.25	13,741.87
PSPRS POLICE DB RATE - TIER 3	8,246.24	95,222.37
STANDARD LIFE ADDTNL	752.56	.00
TRANSWESTERN MEXICAN	95.00	.00
U.S. MEX DENTAL - EE &	431.13	.00
U.S. MEX DENTAL - EE &	143.71	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	538.02	.00
US & MEX HEALTH = C	6,862.03	.00
US & MEX HEALTH = FAMILY	7,774.65	.00
US & MEX HEALTH = S	7,116.05	.00
US & MEX HEALTH = SP	2,127.57	.00
VSP - VISION CHILDREN	209.10	.00
VSP - VISION FAMILY	379.16	.00
VSP - VISION SPOUSE	167.28	.00
Net	$618,819.19	

Employer Taxes		Gross Base
MEDICARE	12,994.45	896,163.97
SOCIAL SECURITY TAX	55,562.00	896,163.97
SUTA/UNEMPLOYMENT	5,174.08	862,350.35
Total	$73,730.53	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,880.64	81,697.71
ANIMAL CONTROL OFFICERS	94.16	4,185.11
ATTORNEY- ALL & CLERICAL-	53.58	24,356.02
AUTO SERVICE/ REPAIR	228.64	8,194.70
BUILDING- NOC OPER BY	773.46	21,366.49
BUS COMPANY AND DRIVERS	90.71	1,643.21
CLERICAL OFFICE/ LIBRARY/	516.84	215,323.46
Electrician	87.92	2,800.00
FIREFIGHTERS & DRIVERS	4,840.76	101,911.00
GARBAGE/ ASH/ REFUSE	606.38	9,702.04
Homemaker Service	47.12	2,058.00
Motion Picture Production	18.82	2,895.29
MUNICIPAL/ TOWN/	1,024.39	58,536.73
PARKS- NOC ALL EMPLOYEES	828.98	26,740.76
POLICE OFFICERS	9,768.67	205,657.02
RECREATION- ALL EMPLOYEES/	286.70	20,924.83
SEWAGE DISPOSAL/ PLANT	1,479.46	43,007.82
Street or Road Construction	2,912.44	32,983.42
WATERWORKS OPERATIONS	1,116.67	32,180.36
Total	$28,656.34	

Direct Deposits	Amount
1st Bank Yuma	38,800.77
ACADEMY BANK	1,185.52
Ally Bank	1,659.91
AVENIR FINANCIAL	48,368.96
Bank of America	3,022.26
Bankcorp	2,163.67
BANKCORP BANK	2,053.86
CAPITAL ONE	2,473.17
Charles Sch	350.00
Chase Bank	288,501.60
CHASE BANK CA	2,670.08
CHASE BANK MORGAN	1,833.28
CHASE BANK TX	1,500.00
chase centro	2,280.63

Pay Day Register

Pay Date Range 10/17/26 - 10/30/26
Pay Batch 202623

Cross River Bank	328.24
discover	750.00
ELEVAULT	375.00
FF CREDIT UNION	2,470.20
FIDELITY	424.53
FIREFIGHTER FIRST CREDIT UNION	16,106.86
HUGHES FCU	3,585.06
MECHNICS BANK	296.00
National Bank	1,327.69
National Police FCU	400.00
Navy Federal	36,162.08
NBKC Bank - Acorns	984.73
NetSpend Corporation DD	120.00
One Pay	600.00
OneAZ Credit Union	5,777.66
PATHWARD	1,975.83
SOFI BANK	3,507.59
Sunbank	3,103.35
THE FOOTHILLS BANK	2,427.08
US Bank	1,690.74
USAA FEDERAL SAVING	4,706.22
VANTAGE WEST	2,385.32
WASHINGTON FEDERAL	1,431.09
Wells Fargo	118,507.51
WELLS FARGO ARKANSAS	2,002.98
WELLS FARGO CA	5,936.29
Total	$614,245.76
Check	$4,573.43

#3 11/4/26

City of San Luis

Payment Register

From Payment Date: 11/2/2026 - To Payment Date: 11/6/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116815	11/04/2026	Open			Accounts Payable	ALLO HOLDINGS, LLC	$2,888.34		
116816	11/05/2026	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,598.54		
116817	11/05/2026	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$381.66		
116818	11/05/2026	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$42.22		
116819	11/05/2026	Open			Accounts Payable	BARRAZA, SAMANTHA	$31.00		
116820	11/05/2026	Open			Accounts Payable	BOBADILLA, YADIRA	$31.00		
116821	11/05/2026	Open			Accounts Payable	CARDENAS, ERNESTO	$200.00		
116822	11/05/2026	Open			Accounts Payable	CRUZ, MARIA, CECILIA	$38.00		
116823	11/05/2026	Open			Accounts Payable	DUENAS, ADRIAN	$200.00		
116824	11/05/2026	Open			Accounts Payable	GONZALEZ, MARLENY	$360.00		
116825	11/05/2026	Open			Accounts Payable	ITURBIDE, VANESSA	$325.00		
116826	11/05/2026	Open			Accounts Payable	JUAREZ, NANCY	$183.00		
116827	11/05/2026	Open			Accounts Payable	LIMON, ARTURO	$188.13		
116828	11/05/2026	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	$325.00		
116829	11/05/2026	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$193.01		
116830	11/05/2026	Open			Accounts Payable	MARTINEZ, ROGELIO	$64.24		
116831	11/05/2026	Open			Accounts Payable	MILLER, DAMIAN	$108.00		
116832	11/05/2026	Open			Accounts Payable	MONTES, ARNOLD	$92.04		
116833	11/05/2026	Open			Accounts Payable	NUNEZ, ENRIQUE	$300.00		
116834	11/05/2026	Open			Accounts Payable	NUNO, JAVIER	$260.00		
116835	11/05/2026	Open			Accounts Payable	PREPAID LEGAL SERVICES	$99.65		
116836	11/05/2026	Open			Accounts Payable	RAMIREZ, NATHZELI	$137.18		
116837	11/05/2026	Open			Accounts Payable	RAMIREZ, EDUARDO	$111.00		
116838	11/05/2026	Open			Accounts Payable	REYNOSO, NIGEL	$108.00		
116839	11/05/2026	Open			Accounts Payable	RODARTE, RODRIGO	$111.00		
116840	11/05/2026	Open			Accounts Payable	ROSALES, ESTEBAN	$38.00		
116841	11/05/2026	Open			Accounts Payable	RUIZ, RICARDO	$40.00		
116842	11/05/2026	Open			Accounts Payable	SERVIN, LIZETH	$54.00		
116843	11/05/2026	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$356.23		
116844	11/05/2026	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$190.00		
116845	11/05/2026	Open			Accounts Payable	VALENCIA, ANGEL, ARNOLDO	$18.32		
116846	11/05/2026	Open			Accounts Payable	VARGAS, JAVIER	$38.00		
116847	11/05/2026	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$5,355.17		
116848	11/05/2026	Open			Accounts Payable	PROACTIVE WORK HEALTH MEDICAL CENTER INC	$400.00		
116849	11/06/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	$575.00		
116850	11/06/2026	Open			Accounts Payable	FOP/ALC	$510.00		
116851	11/06/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$1,730.47		
116852	11/06/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
116853	11/06/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$151.00		

SCHEDULE B

City of San Luis

Payment Register

From Payment Date: 11/2/2026 - To Payment Date: 11/6/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116854	11/06/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,670.00		
116855	11/06/2026	Open			Accounts Payable	A2Z RECOGNITION PRODUCTS, INC.	$529.24		
116856	11/06/2026	Open			Accounts Payable	AGUILAR, MARIBEL	$849.75		
116857	11/06/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$390.00		
116858	11/06/2026	Open			Accounts Payable	APS	$50.00		
116859	11/06/2026	Open			Accounts Payable	ARCILA, CECILIA	$500.00		
116860	11/06/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$1,564.77		
116861	11/06/2026	Open			Accounts Payable	BOCK, LAURA, ELENA	$40.00		
116862	11/06/2026	Open			Accounts Payable	BORBON, NELLY, JASMIN	$150.00		
116863	11/06/2026	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	$1,276.70		
116864	11/06/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	$270.00		
116865	11/06/2026	Open			Accounts Payable	DOYLE WILLIAM DEANE MCCURLEY	$500.00		
116866	11/06/2026	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	$5,138.00		
116867	11/06/2026	Open			Accounts Payable	FIERRO VALDEZ, ELSY, MICHEL	$189.00		
116868	11/06/2026	Open			Accounts Payable	FIRE CATT, LLC	$3,738.00		
116869	11/06/2026	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHEL	$189.00		
116870	11/06/2026	Open			Accounts Payable	HD SUPPLY, INC.	$284.93		
116871	11/06/2026	Open			Accounts Payable	HUBER TECHNOLOGY, INC	$213.71		
116872	11/06/2026	Open			Accounts Payable	JAY'S ELECTRIK LLC	$8,680.00		
116873	11/06/2026	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,357.55		
116874	11/06/2026	Open			Accounts Payable	MUNOZ CHAVEZ, MIGUEL	$1,000.00		
116875	11/06/2026	Open			Accounts Payable	PRECISION UNIFORMS LLC	$1,747.95		
116876	11/06/2026	Open			Accounts Payable	PROVERBS 31 HOME	$40.00		
116877	11/06/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	$555.00		
116878	11/06/2026	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$270.00		
116879	11/06/2026	Open			Accounts Payable	STUDIO CERO NUEVE DESIGNS	$431.74		
116880	11/06/2026	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	$800.00		
116881	11/06/2026	Open			Accounts Payable	ZAVALA LUCIO, ERNESTO	$8,500.00		
116882	11/06/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	$9,300.00		
116883	11/06/2026	Open			Accounts Payable	DEVAULT ELECTRIC PRODUCTS	$679.54		
Type Check Totals:					69 Transactions		$69,751.08		
EFT									
10704	11/05/2026	Open			Accounts Payable	FRUTH GROUP INC	$802.82		
10706	11/06/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	$4,829.09		
10707	11/06/2026	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	$949.41		
10708	11/06/2026	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$9,777.90		
10709	11/06/2026	Open			Accounts Payable	BIG TRUCK RENTAL, LLC	$16,440.00		
10710	11/06/2026	Open			Accounts Payable	BILL ALEXANDER FORD	$375.35		
10711	11/06/2026	Open			Accounts Payable	BLT ASPHALT LLC	$2,314.66		
10712	11/06/2026	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$4,257.56		
10713	11/06/2026	Open			Accounts Payable	BTE BODY COMPANY INC	$38.70		

City of San Luis

Payment Register

From Payment Date: 11/2/2026 - To Payment Date: 11/6/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10714	11/06/2026	Open			Accounts Payable	CDWG	$136.51		
10715	11/06/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$151.11		
10716	11/06/2026	Open			Accounts Payable	CORE & MAIN LP	$2,404.38		
10717	11/06/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	$112.50		
10718	11/06/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$110.50		
10719	11/06/2026	Open			Accounts Payable	DESERT WATER STORE INC	$584.48		
10720	11/06/2026	Open			Accounts Payable	ESCALANTE LEAL, ESTELA	$189.00		
10721	11/06/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$885.00		
10722	11/06/2026	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$2,266.68		
10723	11/06/2026	Open			Accounts Payable	GARCIA, JESUS	$270.00		
10724	11/06/2026	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	$2,515.55		
10725	11/06/2026	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$35,415.00		
10726	11/06/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$3,799.24		
10727	11/06/2026	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$270.00		
10728	11/06/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$1,880.94		
10729	11/06/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$25,539.16		
10730	11/06/2026	Open			Accounts Payable	RUSH TRUCK CENTER	$3,050.15		
10731	11/06/2026	Open			Accounts Payable	SAM'S CLUB	$1,676.84		
10732	11/06/2026	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	$1,225.00		
10733	11/06/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$7,092.62		
10734	11/06/2026	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$211.38		
10735	11/06/2026	Open			Accounts Payable	SPECTRUM BUSINESS	$228.76		
10736	11/06/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$33.98		
10737	11/06/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$175.63		
10738	11/06/2026	Open			Accounts Payable	YUMA SUN INC	$870.00		
Type EFT Totals:					34 Transactions		$130,879.90		

1BYPAYABLE - 1st BY Accounts Payable Totals

City of San Luis

Payment Register

From Payment Date: 11/2/2026 - To Payment Date: 11/6/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount		Reconciled Amount	
					Open	69	$69,751.08		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	69	$69,751.08		$0.00	
				EFTs	Status	Count	Transaction Amount		Reconciled Amount	
					Open	34	$130,879.90		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	34	$130,879.90		$0.00	
				All	Status	Count	Transaction Amount		Reconciled Amount	
					Open	103	$200,630.98		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	103	$200,630.98		$0.00	

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**
	Open	**69**	**$69,751.08**		**$0.00**
	Reconciled	**0**	**$0.00**		**$0.00**
	Voided	**0**	**$0.00**		**$0.00**
	Stopped	**0**	**$0.00**		**$0.00**
	Total	**69**	**$69,751.08**		**$0.00**
EFTs	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**
	Open	**34**	**$130,879.90**		**$0.00**
	Reconciled	**0**	**$0.00**		**$0.00**
	Voided	**0**	**$0.00**		**$0.00**
	Total	**34**	**$130,879.90**		**$0.00**
All	**Status**	**Count**	**Transaction Amount**		**Reconciled Amount**
	Open	**103**	**$200,630.98**		**$0.00**
	Reconciled	**0**	**$0.00**		**$0.00**
	Voided	**0**	**$0.00**		**$0.00**
	Stopped	**0**	**$0.00**		**$0.00**
	Total	**103**	**$200,630.98**		**$0.00**

Guadalupe Canez

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. C.**

Meeting Date: 11/17/2026

Department Head: Joe Estes, City Attorney, Attorney's Office

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2419. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the transfer of real property on Avenue E and County 24 1/2 Street from Yuma Union High School District No. 70. **(Tomas Sanchez, City Engineer)**

SUMMARY:

On December 11, 2024, City Council passed Resolution No. 2350 approving the development agreement for Orchidea Park. This Development Agreement included provisions for Yuma Union High School District No. 70 to dedicate the previously mentioned real property totaling approximately 310 ft for public use. Approving this resolution will allow staff to obtain the necessary rights-of-way to approve and record the Orchidea Park Phase One plat.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2419, ACCEPTING THE TRANSFER OF REAL PROPERTY FROM YUMA UNION HIGH SCHOOL DISTRICT NO. 70 TO THE CITY OF SAN LUIS.

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 with this agenda item.

Attachments

Resolution No. 2419

Deed of Dedication

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2419

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE TRANSFER OF OF REAL PROPERTY ON AVENUE E AND COUNTY 24 ½ STREET FROM YUMA UNION HIGH SCHOOL DISTRICT NO. 70

WHEREAS, Yuma Union High School District No. 70 ("YUHS") desires to transfer a portion of Real Property to the City of San Luis pursuant to the Orchidea Park Development Agreement dated December 11, 2024.

WHEREAS, The Mayor and Council of the City of San Luis have determined it is in the best interest of the City to accept said real property.

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

Section 1: The Mayor and City Council, by this resolution, approve the transfer of real property on Avenue E and County 24 1/2 Street, more accurately described by its legal description attached and incorporated herein as Exhibit "A", from Yuma Union High School District No. 70 to the City of San Luis.

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 this Resolution.

Section 3: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 4: If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

[Remainder of page intentionally left blank; signatures to follow.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of November, 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney

EXHIBIT A

THE EAST 40 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORDED.

Recording requested by
And when recorded mail to:

CITY OF SAN LUIS
Tomas A. Sanchez, P.E.
1090 Union St. | P.O. Box 3750
San Luis, AZ 85349

DEED OF DEDICATION

(EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §42-1134(A)(3))

YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona ("Grantor"), hereby dedicates and conveys to the **CITY OF SAN LUIS**, an Arizona municipal corporation ("Grantee"), for public use as open space, retention basins, rights-of-way for roads, utilities or other public purposes, all right, title, and interest of Grantor in that certain real property situated in Yuma County, Arizona, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is being dedicated without representation or warranty of any kind on an AS-IS basis subject to all matters of record and all matters which would be disclosed by an accurate survey of the Property.

EXECUTED this 14 day of October, 2026.

SIGNATURES ON FOLLOWING PAGES

YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona

Jacqueline Kravitz
Governing Board President

STATE OF ARIZONA)
) ss
County of YUMA)

This Deed of Dedication, consisting of four pages, including all exhibits, was acknowledged before me before me this October 14th day of 2026, by Jacqueline Kravitz, Governing Board President of Yuma Union High School District No. 70, a political subdivision of the State of Arizona, on behalf of the District.

Seal:

Isabel Sinclair
Notary Public - ARIZONA
YUMA COUNTY
Commission No. 679329
My Commission Expires 03/07/2029

Notary Public

Isabel Sinclair
Notary Public - ARIZONA
YUMA COUNTY
Commission No. 879329
My Commission Expires 03/07/2029

ACCEPTANCE

The CITY OF SAN LUIS, an Arizona municipal corporation, does hereby accept the foregoing Deed of Dedication and the terms and conditions thereof.

IN WITNESS WHEREOF, the City of San Luis has caused this Acceptance to be executed by its Mayor pursuant to authority granted by its City Council, this _____ day of _____, 2026.

CITY OF SAN LUIS, an Arizona municipal corporation

By: _____
Name: _____
Its: Mayor

ATTEST:

_____
_____, City Clerk

EXHIBIT "A"

THE EAST 40 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA.

SUBJECT TO ALL EASEMENTS OR RIGHT-OF-WAYS APPARENT OR RECORDED.

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE I
DEFINITIONS

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

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

1.2 "**Approvals**" is defined in Section 4.4.

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

1.4 "**Conceptual Roadway Master Plan**" is attached hereto as Exhibit G.

1.5 "**Conceptual Sewer Master Plan**" is attached hereto as Exhibit E.

1.6 "**Conceptual Water Master Plan**" is attached hereto as Exhibit F.

1.7 "**Default**" is defined in Section 12.1.

1.8 "**Developer**" means Von Verde Partners L.L.C., an Arizona limited liability company.

1.9 "**Final Plat**" is defined in Section 5.2.

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

1.11 "**High School District Parcel**" is defined in Recital B.

1.12 "**Initial Lot Split**" is defined in Section 5.6.

1.13 "**Master Infrastructure Plans**" is defined in Section 5.3.

1.14 "**Master Preliminary Plat**" is defined in Section 5.1.

1.15 "**Master Roadway Infrastructure Plan**" is defined in Section 5.3.3.

1.16 "**Master Wastewater Infrastructure Plans**" is defined in Section 5.3.1.

1.17 "**Master Water Infrastructure Plan**" is defined in Section 5.3.2.

1.18 "**Offsite Infrastructure Improvements**" is defined in Section 5.3.4.

1.19 "**Offsites Phasing Plan**" is defined in Section 4.2.

1.20 "**Parcel**" is defined in Recital A.

1.21 "**Parcel 1**" is identified in the Conceptual Parcel Map in Exhibit B.

1.22 "**Parcel 1 Offsite Infrastructure Improvements**" is defined in Section 6.2.

1.23 "**Parcel 1 Roadway Improvements**" is defined in Section 6.2.3.

1.24 "**Parcel 1 Sewer Main Extension**" is defined in Section 6.2.1.

1.25 "**Parcel 1 Water Main Extension**" is defined in Section 6.2.2.

1.26 "**Parcel 2**" is identified in the Conceptual Parcel Map in Exhibit B.

1.27 "**Parcel 2 Offsite Infrastructure Improvements**" is defined in Section 6.3.

1.28 "**Parcel 2 Roadway Improvements**" is defined in Section 6.3.3.

1.29 "**Parcel 2 Sewer Main Extension**" is defined in Section 6.3.1.

1.30 "**Parcel 2 Water Main Extension**" is defined in Section 6.3.2.

1.31 "**Parcel A**" is identified in the Conceptual Parcel Map in Exhibit B.

1.32 "**Parcel B**" is identified in the Conceptual Parcel Map in Exhibit B.

1.33 "**Parcel C**" is identified in the Conceptual Parcel Map in Exhibit B.

1.34 "**Parcel D**" is identified in the Conceptual Parcel Map in Exhibit B.

1.35 "**Parcel E**" is identified in the Conceptual Parcel Map in Exhibit B.

1.36 "**Parcel E Offsite Infrastructure Improvements**" is defined in Section 6.4.

1.37 "**Parcel E Roadway Improvements**" is defined in Section 6.4.3.

1.38 "**Parcel E Sewer Main Extension**" is defined in Section 6.4.1.

1.39 "**Parcel E Water Main Extension**" is defined in Section 6.4.2.

1.40 "**Parcel F**" is identified in the Conceptual Parcel Map in Exhibit B.

1.41 "**Parcel G**" is identified in the Conceptual Parcel Map in Exhibit B.

1.42 "**Parcel H**" is identified in the Conceptual Parcel Map in Exhibit B.

1.43 "**Parcel I**" is identified in the Conceptual Parcel Map in Exhibit B.

1.44 "**Parcel J**" is identified in the Conceptual Parcel Map in Exhibit B.

1.45 "**Parcel Owner**" is defined in Section 4.3.

1.46 "**Phase**" is defined in Section 4.2.

1.47 "**Project**" is defined in Recital C.

1.48 "**Property**" is defined in Recital A and attached hereto as Exhibit A.

1.49 "**Replat**" is defined in Section 5.2.

1.50 "**Rezone Application**" is defined in Section 3.1.

1.51 "**Somerton School District**" means SOMERTON SCHOOL DISTRICT NO. 11, a political subdivision of the State of Arizona.

1.52 "**School Exchange Agreement**" is defined in Section 11.2.

1.53 "**Somerton School District Parcel**" is defined in Recital B.

1.54 "**Termination Date**" is defined in Section 2.1.

1.55 "**Trunk Wastewater Infrastructure Improvements**" is defined in Section 7.1.

1.56 "**Trunk Water Infrastructure Improvements**" is defined in Section 8.1.

ARTICLE II
THE AGREEMENT

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

ARTICLE III
ZONING

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

ARTICLE IV
PROJECT / DEVELOPMENT OF THE PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
PLATTING & MASTER SITE PLANNING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
MASTER OFFSITE INFRASTRUCTURE PHASING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
WASTEWATER INFRASTRUCTURE

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

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

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

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

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

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

ARTICLE VIII
WATER INFRASTRUCTURE

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

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

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

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

ARTICLE IX

ROADWAY INFRASTRUCTURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X
REIMBURSEMENT FOR INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

ARTICLE XI
SOMERTON SCHOOL DISTRICT EXCHANGE

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

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

ARTICLE XII
DEFAULT; TERMINATION

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

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

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

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

ARTICLE XIII
REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV
GENERAL PROVISIONS; NOTICES

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

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

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

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

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

Snell & Wilmer
One E. Washington Street

	Phoenix, Arizona 85004 Attn: Michael Maerowitz (602) 382-6494
To the City:	City Manager City Hall 1090 East Union Street (Physical) P.O. Box 1170 San Luis, Arizona 85349
To Somerton School District:	Somerton School District No. 11 P.O. Box 3200 Somerton, AZ 85350 Attn: Omar Duron, Superintendent (928) 341-6000
To High School District:	Yuma Union High School 3150 South Avenue A – Suite A Yuma, AZ 85364-7998 Attn: Tim Brienza, Superintendent (928) 502-4605

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"

CITY OF SAN LUIS,
an Arizona municipal corporation

By_____
Nieves Riedel, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss
COUNTY OF YUMA)

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

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

NOTA RY SEAL:

_____
Notary Public

My commission expires:

_____

"DEVELOPER"

VON VERDE PARTNERS L.L.C.,
an Arizona limited liability company

By:_____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of VON VERDE PARTNERS L.L.C., an Arizona limited liability company, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

NOTARY SEAL:

_____
Notary Public

My commission expires:

_____

"SOMERTON SCHOOL DISTRICT"

SOMERTON SCHOOL DISTRICT NO. 11,
a political subdivision of the State of Arizona

By:_____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of SOMERTON SCHOOL DISTIRCT NO. 11., a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

NOTARY SEAL:

_____
Notary Public

My commission expires:

_____

"HIGH SCHOOL DISTRICT"

YUMA UNION HIGH SCHOOL DISTRICT NO. 70,
a political subdivision of the State of Arizona,

By:_____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the _____ of YUMA UNION HIGH SCHOOL DISTRICT NO. 70, a political subdivision of the State of Arizona, whom I know personally and he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

NOTARY SEAL:

_____
Notary Public

My commission expires:

_____

LIST OF EXHIBITS

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

Exhibit "A"
Legal Description of Property

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

Exhibit "B"
Conceptual Parcel Map

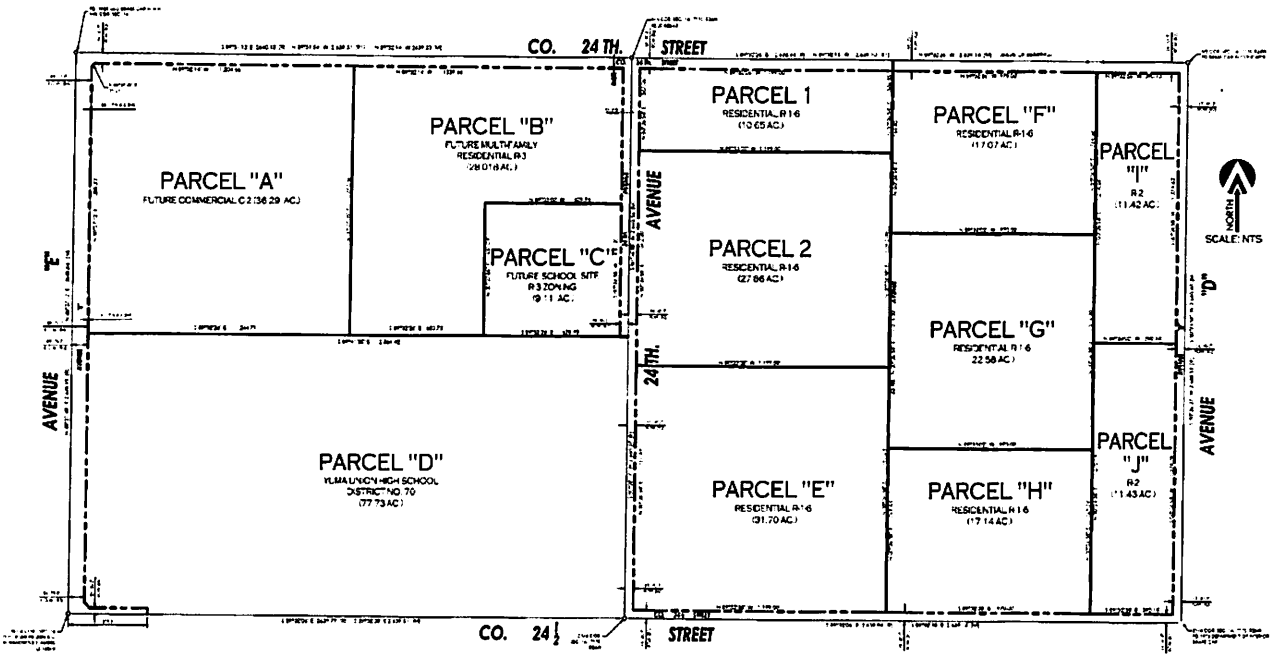


Exhibit "C"

Somerton School District Parcel

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

Exhibit "D"
High School District Parcel

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

Exhibit "E"
Conceptual Sewer Master Plan

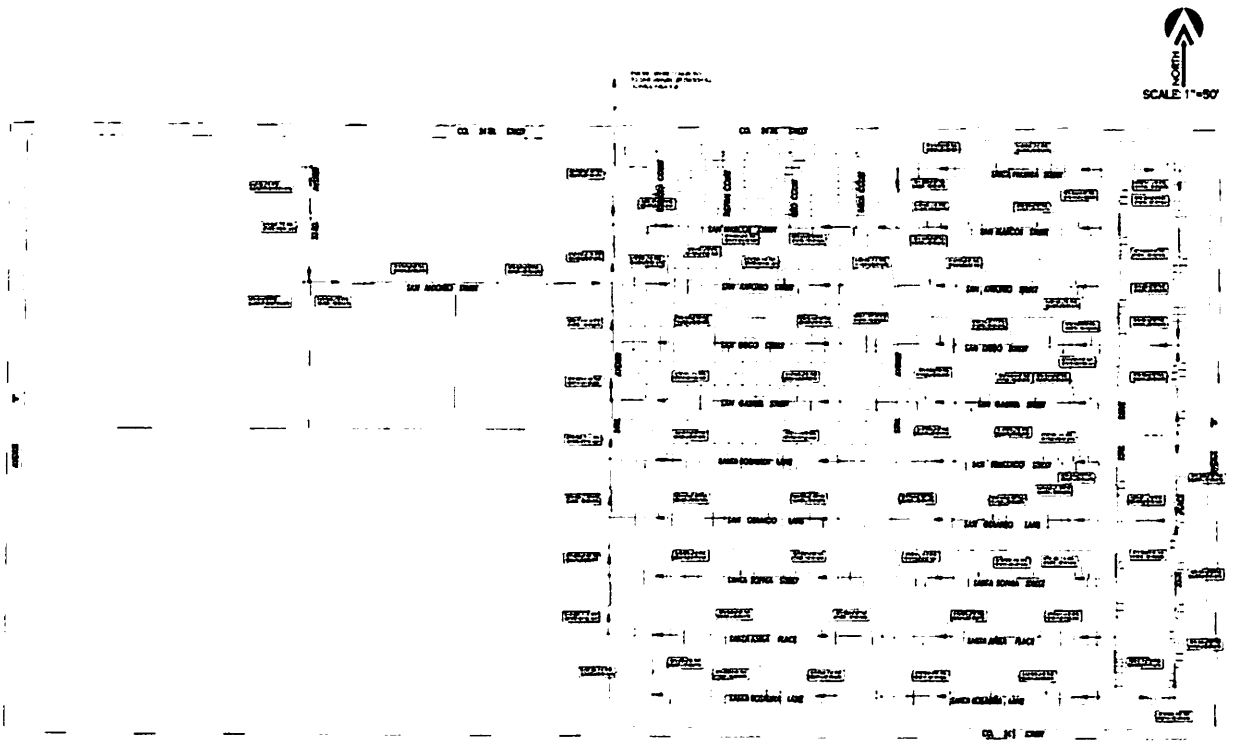


Exhibit "F"
Conceptual Water Master Plan

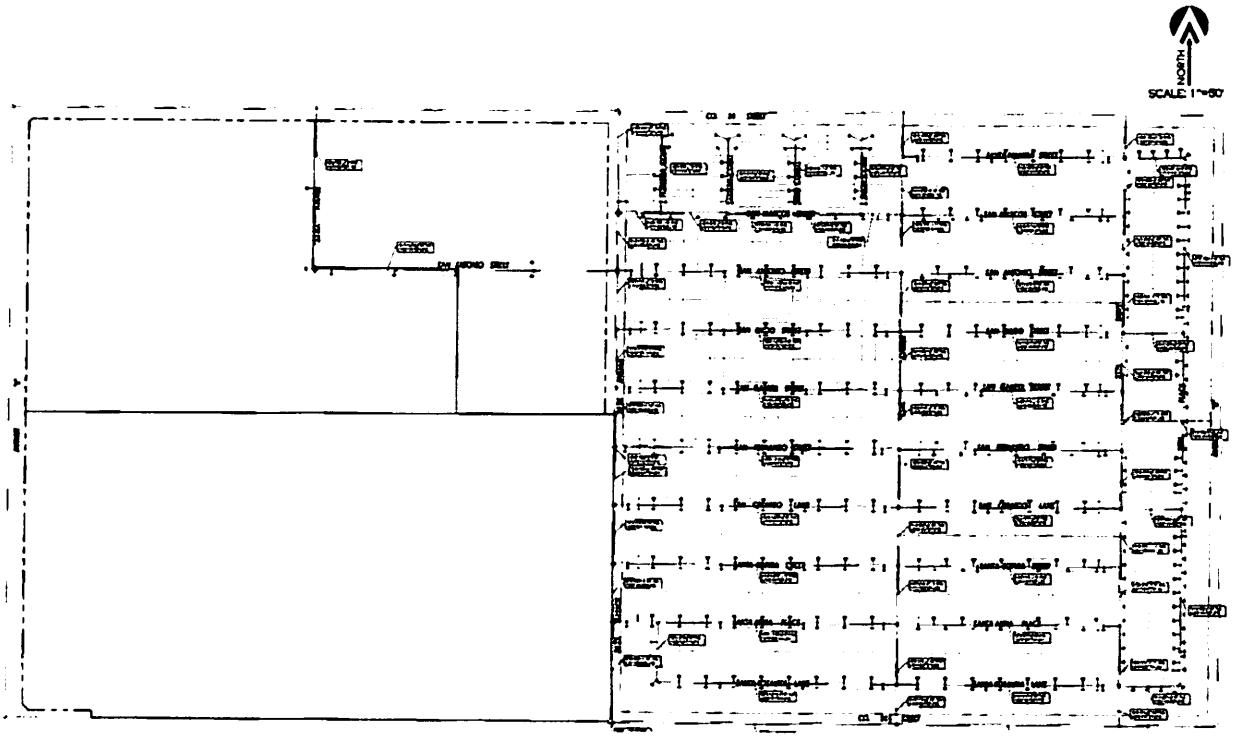
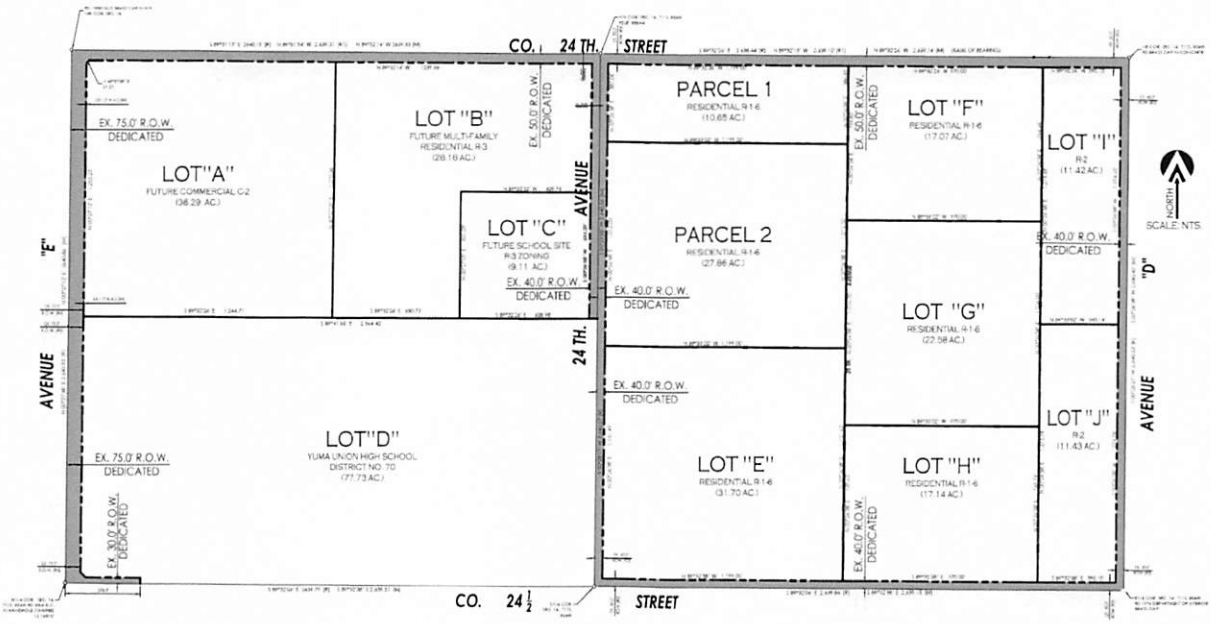


Exhibit "G"

Conceptual Roadway Master Plan



AGENDA ITEM REVIEW FORM

Special City Council Meeting **7. A.**

Meeting Date: 11/17/2026

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. 2421. A Resolution of the Mayor and Council of the City of San Luis, Yuma County, Arizona, canvassing the returns and declaring and adopting the results of the General Election held on November 3, 2026; certifying the facts requiring an automatic recount for the office of Mayor; authorizing the filing of a petition in Yuma County Superior Court for an order requiring the recount; and providing for an effective date. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis held its General Election on November 3, 2026. In accordance with applicable Arizona election laws, the City Council is required to canvass the election returns and formally declare and adopt the official results of the election. Accordingly, this item is being presented for City Council consideration and approval of a Resolution canvassing the returns and establishing the official results of the November 3, 2026, General Election for the City of San Luis. This Resolution officially declares and adopts the election results and authorizes the issuance of the appropriate Certificates of Election to the corresponding candidates, as applicable.

Additionally, based on the reported election results for the office of Mayor, the vote totals meet the statutory criteria requiring an automatic recount under Arizona law. The proposed Resolution will formally certify the facts and circumstances establishing the requirement for an automatic recount and authorize the filing of a petition with the Yuma County Superior Court requesting an order directing that the recount be conducted in accordance with applicable state election laws and procedures. The Resolution will also authorize the necessary actions and coordination with Yuma County and other appropriate election officials to facilitate the recount process and ensure compliance with applicable legal requirements. Upon approval, the Resolution will serve as the City's formal action adopting the election results, certifying the requirement for an automatic mayoral recount, and authorizing the initiation of the necessary court proceedings.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2421, 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):

There is no fiscal impact associated with this item.

Attachments

Resolution No. 2421

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2421

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, CANVASSING THE RETURNS AND DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2026; CERTIFYING THE FACTS REQUIRING AN AUTOMATIC RECOUNT FOR THE OFFICE OF MAYOR; AUTHORIZING THE FILING OF A PETITION IN YUMA COUNTY SUPERIOR COURT FOR AN ORDER REQUIRING THE RECOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of San Luis, Yuma County, Arizona, held a General Election on the 3rd day of November 2026, for the election of one (1) Mayor and two (2) Council Members; and

WHEREAS, pursuant to A.R.S. § 16-642(A), the City Council is required to meet and canvass the General Election not less than six (6) days nor more than twenty (20) days following the election, and the canvass must include the information required by A.R.S. § 16-646(A); and

WHEREAS, the 2026 General Election returns, as reported by Yuma County, which administers the City's elections, have been presented to and have been canvassed by the City Council pursuant to Arizona Revised Statutes §§ 16-642 and 16-646; and

WHEREAS, pursuant to San Luis City Code § 2.05.330 and A.R.S. 9-821.01(H), the candidates equal in number to the persons to be elected who receive the highest number of votes shall be declared elected; and

WHEREAS, A.R.S. § 16-661 et seq. requires a recount of the vote when the canvass of returns shows that the margin between the two candidates receiving the greatest number of votes for a particular office is less than or equal to one-half of one percent of the number of votes cast for both such candidates; and

WHEREAS, the election returns as canvassed by the City Council demonstrate that the margin between the two candidates receiving the highest number of votes for the office of Mayor is less than or equal to one-half of one percent of the votes cast for both candidates, requiring an automatic recount pursuant to A.R.S. § 16-661; and

WHEREAS, because an automatic recount is required, the City Council must certify the relevant facts to the Yuma County Superior Court pursuant to A.R.S. § 16-662, after which the recount shall proceed as provided by law and the Court shall determine and announce the final result pursuant to A.R.S. § 16-665.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Yuma County, Arizona, that the results of the General Election of November 3, 2026, are as follows:

Section 1: That the total number of ballots cast at said General Election, as reported by Yuma County, was 5,425; the total number of rejected ballots was 169; and the total number of registered voters in the City of San Luis, Yuma County, Arizona, was16,428.

Section 2: That, pursuant to A.R.S. 16-646(A), **Exhibit A**, attached hereto and incorporated by reference, is adopted as the Official Canvass of the City of San Luis General Election held on November 3, 2026, and sets forth the election results required by law, including the number of votes cast, the names of the persons voted for and the number of votes received in each precinct by each candidate; the number of ballots rejected in each precinct; and other election information reported by Yuma County.

Section 3: That the votes cast for the candidates for Mayor (four-year term) were as follows:

NAME	VOTE TOTAL
Allen Jr., James	2,612
Rosales, Matias	2,602

Section 4: That the votes cast for the candidates for Council Members (four-year terms) were as follows:

NAME	VOTE TOTAL
Arreola, Luisa "La Maestra"	2,121
Ramirez, Octavio (Tavy)	2,598
Vargas, Javier	2,851
Walshe Peralta, Ruben	1,433

Section 5: That it is hereby found, determined, and declared of record, that an automatic recount is required pursuant to A.R.S. § 16-661 for the office of Mayor because the difference between the vote totals received by James Allen, Jr. (2,612 votes) and Matias Rosales (2,602 votes) is ten (10) votes, which is less than or equal to one-half of one percent of the votes cast for both candidates. The City Council hereby certifies these facts and the election results set forth in this Resolution to the Yuma County Superior Court pursuant to A.R.S. § 16-662. No Certificate of Election shall issue for the office of Mayor pending completion of the recount and entry of the Court's order pursuant to A.R.S. § 16-665.

Section 6: That it is hereby found, determined, and declared of record, pursuant to San Luis City Code § 2.05.330 and A.R.S. 9-821.01(H), that the following two (2) candidates did receive the highest number of votes for the office sought, Council Member, are hereby declared elected, and shall be issued Certificates of Election:

NAME	VOTE TOTAL
Ramirez, Octavio (Tavy)	2,598
Vargas, Javier	2,851

Section 7: That the City Council hereby authorizes the City Clerk, with the assistance of the City Attorney, to submit the certification of facts and file the necessary pleadings in the Yuma County Superior Court within twenty-four hours after the canvass, and to take all necessary steps to comply with the automatic recount requirements of state law for the mayoral race.

Section 8: That, pursuant to A.R.S. § 16-666, the City is required to pay the expenses of City recounts, and the City Manager is hereby authorized to pay Yuma County for the costs associated with the recount.

Section 9: That the Mayor, City Manager, City Clerk, and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution.

Section 10: 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 City Council of the City of San Luis, Arizona, this **17th** day of **November 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph Estes, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2421

STATISTICS

	Registered Voters - Total	Ballots Cast - Total	Ballots Cast - Blank	Voter Turnout - Total
PRECINCT 035 .01	2,846	979	8	34.4%
PRECINCT 039 .01 .02	3,256	1,209	14	37.13%
PRECINCT 040 .01	3,571	1,217	28	34.08%
PRECINCT 041 .01	3,483	1,152	14	33.07%
PRECINCT 042 .01	3,272	868	15	26.53%
Totals	16,428	5,425	79	

San Luis Mayor

VOTE FOR 1

5 of 5 Precincts Reporting

	ALLEN JR., JAMES	ROSALES, MATIAS	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Contest Total
PRECINCT 035 .01	532	418	1	1	951	0	28	979
PRECINCT 039 .01 .02	573	589	3	3	1,165	2	42	1,209
PRECINCT 040 .01	580	578	0	0	1,158	1	58	1,217
PRECINCT 041 .01	537	573	3	3	1,113	1	38	1,152
PRECINCT 042 .01	390	444	0	0	834	2	32	868
Totals	2,612	2,602	7	7	5,221	6	198	5,425

San Luis Council

VOTE FOR 2

5 of 5 Precincts Reporting

	ARREOLA, LUISA "LA MAESTRA"	RAMIREZ, OCTAVIO (TAVY)	VARGAS, JAVIER	WALSHE PERALTA, RUBEN	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Contest Total
PRECINCT 035 .01	379	464	490	290	8	8	1,631	6	321	1,958
PRECINCT 039 .01 .02	426	634	692	325	13	13	2,090	8	320	2,418
PRECINCT 040 .01	469	559	616	325	10	10	1,979	8	447	2,434
PRECINCT 041 .01	476	563	614	295	10	10	1,958	14	332	2,304
PRECINCT 042 .01	371	378	439	198	7	7	1,393	4	339	1,736
Totals	2,121	2,598	2,851	1,433	48	48	9,051	40	1,759	10,850

YUMA COUNTY VOTER REGISTRATION DIVISION
REJECTED BALLOTS REPORT
2026 General Election

Precinct	PROVISIONAL	EARLY
001	59	11
002	4	35
003	6	65
004	3	44
005	-	-
006	2	22
007	6	58
008	4	44
009	3	23
010	5	26
011	1	53
012	3	36
013	5	51
014	2	37
015	-	3
016	4	20
017	3	41
018	7	52
019	6	37
020	6	61
021	1	43
022	6	49
023	3	84
024	2	52
025	4	56
026	3	76
027	7	61
028	5	92
029	3	67
030	4	56
031	6	37
032	1	39
033	1	10
034	-	10
035	6	30
036	4	16
037	8	71
038	17	55
039	33	31
040	1	31
041	2	34
042	3	34
043	-	16
044	4	54
045	-	-
046	-	-
047	47	-
TOTALS	**275**	**1823**

PROVISIONAL BALLOT REJECT REASONS

3 Insufficient/illegible information
1 No signature
3 Not eligible
243 Not registered
10 Other
3 Proper identification not provided by deadline
12 Voter already voted

TOTAL:

EARLY BALLOT REJECT REASONS

2 Ballot missing from envelope
46 Ballot not received on time
129 No voter signature
266 Non-matching signature
10 Spoiled
39 Other
1220 Returned as undeliverable
111 Returned due to temporary away

YUMA COUNTY VOTER REGISTRATION DIVISION
REJECTED BALLOTS REPORT
2026 General Election

TOTAL REJECTED BALLOTS = **2098**

PROVISIONAL BALLOT REPORT																								
								Reasons for Rejection																
PRECINCT	Regular Provisional Ballots Received	Conditional Provisional Ballots Received	**Total Provisional Ballots Received**	Regular Provisional Ballots Tabulated	Conditional Providional Ballots Tabulated	**TOTAL Provisional Ballots Tabulated**	**SUBTOTAL of Ballots NOT Tabulated**	Administrative Error	Already Voted	Elector Challenged	Incomplete Ballot form	Not Eligible	Missing Ballot	No ID Provided	No Signature	Non-Matching Signature	Not Registered	Wrong Party	Wrong Precinct	Other ((please specify)	Regular Provisional Ballots Rejected	Conditional Provisional Ballots Rejected	**TOTAL Provisional Ballots Rejected**
01	59	0	59	0	0	0	59	0	0	0	0	0	0	0	0	0	59	0	0	0	59	0	59
02	8	0	8	4	0	4	4	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	4
03	14	0	14	8	0	8	6	0	0	0	0	0	0	0	0	0	6	0	0	0	6	0	6
04	8	1	9	6	0	6	3	0	0	0	0	0	0	1	0	0	0	0	0	0	2	1	3
05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06	4	0	4	2	0	2	2	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	2
07	12	0	12	6	0	6	6	0	0	0	0	0	0	0	0	0	5	0	0	1	6	0	6
08	7	0	7	3	0	3	4	0	1	0	0	0	0	0	0	0	2	0	0	0	3	0	4
09	4	0	4	1	0	1	3	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
10	8	0	8	3	0	3	5	0	0	0	0	0	0	0	0	0	5	0	0	0	5	0	5
11	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1
12	7	0	7	4	0	4	3	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
13	13	0	13	8	0	8	5	0	0	0	0	1	0	0	0	0	4	0	0	0	5	0	5
14	4	0	4	2	0	2	2	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	2
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	8	0	8	4	0	4	4	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	4
17	7	0	7	4	0	4	3	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
18	12	0	12	5	0	5	7	0	0	0	0	0	0	0	0	0	7	0	0	0	7	0	7
19	7	0	7	1	0	1	6	0	0	0	0	0	0	0	0	0	6	0	0	0	6	0	6
20	8	0	8	2	0	2	6	0	1	0	0	0	0	0	0	0	5	0	0	0	6	0	6
21	3	0	3	2	0	2	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1
22	13	0	13	7	0	7	6	0	0	0	0	0	0	0	0	0	6	0	0	0	6	0	6
23	25	0	25	22	0	22	3	0	0	0	0	0	0	0	0	0	2	0	0	1	3	0	3
24	6	0	6	4	0	4	2	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	2
25	22	0	22	18	0	18	4	0	1	0	1	0	0	0	0	0	2	0	0	0	4	0	4
26	14	0	14	11	0	11	3	0	1	0	1	0	0	0	0	0	1	0	0	0	3	0	3
27	11	0	11	4	0	4	7	0	2	0	0	0	0	0	0	0	5	0	0	0	7	0	7
28	19	1	20	15	0	15	5	0	0	0	0	0	0	1	0	0	4	0	0	0	4	1	5
29	24	0	24	21	0	21	3	0	0	0	0	0	0	0	0	0	3	0	0	0	3	0	3
30	21	0	21	17	0	17	4	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	4
31	29	0	29	23	0	23	6	0	0	0	0	0	0	0	0	0	6	0	0	0	6	0	6
32	12	0	12	11	0	11	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1
33	5	0	5	4	0	4	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1
34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	24	0	24	18	0	18	6	0	1	0	0	0	0	0	0	0	5	0	0	0	6	0	6
36	8	0	8	4	0	4	4	0	1	0	0	0	0	0	0	0	3	0	0	0	4	0	4
37	21	0	21	13	0	13	8	0	4	0	1	0	0	0	0	0	3	0	0	0	8	0	8
38	26	0	26	9	0	9	17	0	0	0	0	1	0	0	0	0	15	0	0	1	17	0	17
39	44	0	44	11	0	11	33	0	0	0	0	1	0	0	0	0	29	0	0	3	33	0	33
40	12	0	12	11	0	11	1	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1
41	9	0	9	7	0	7	2	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	2
42	12	0	12	9	0	9	3	0	0	0	0	0	0	0	0	0	2	0	0	1	3	0	3
43	3	0	3	3	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
44	16	0	16	12	0	12	4	0	0	0	0	0	0	0	0	0	3	0	0	1	4	0	4
45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
47	21	1	22	0	0	0	22	0	0	0	0	0	0	1	0	0	21	0	0	0	21	1	22
TOTALS	591	3	594	319	0	319	275	0	12	0	3	3	0	3	0	0	243	0	0	8	272	3	275

AGENDA ITEM REVIEW FORM

Special City Council Meeting **7. B.**

Meeting Date: 11/17/2026

Department Head: Amanda Mahon-Watlington, Magistrate, Court

Submitted By: Julissa A Peru, Court Administrator, Court

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to release Special Revenue Funds to pay contractual expenses for the remainder of Fiscal Year 2026-2027. **(Amanda Watlington, City Magistrate)**

SUMMARY:

The Municipal Court will be without a Chief Court Clerk due to FMLA leave. The Court wishes to release its special revenue to Contractual Services to cover the expense of hiring a temporary worker to assist with the workload for up to 6 months.

Specifically, the Court is requesting the release of $20,350 from the Court Enhancement Special Revenue Fund's Miscellaneous GL account and a budget transfer of $6,000.00 in salary savings from a position that was vacant earlier this year. These funds will cover the cost of a temporary worker for 27.5 hours per week up to 26 weeks.

The Court is requesting authorization to allocate a total of **$26,350.00** to **General Fund Contractual Services** through the following budget adjustments:

- **$6,000.00** transferred from **General Fund Salaries** to **General Fund Contractual Services**
- **$20,350.00** released from the **San Luis Court Enhancement Special Revenue Fund Miscellaneous** GL account to **General Fund Contractual Services**

(Note: Both funds currently have a balance greater than the amount we are requesting to be released.)

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET TRANSFERS AS OUTLINED IN THE FISCAL IMPACT STATEMENT OF THIS AGENDA ITEM, TO COVER THE COST OF TEMPORARY STAFFING SERVICES FOR THE REMAINDER OF FISCAL YEAR 2026–2027, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/ Court Special Revenue Funds
TOTAL:	$26,350.00
BUDGETED AMOUNT:	$0

AVAILABLE AMOUNT TO TRANSFER: $6,000.00 (GL: 100-160-5000 Salaries) and $20,350 (GL: 260-262-60040)

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-160-50000 Salaries available budget $341,923.83 & 260-262-60040 Court SR Miscellaneous $ 130,000.00

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

Staff is requesting City Council authorization for a total budget adjustment of $26,350.00 to cover temporary staffing services for the Municipal Court for up to 26 weeks during Fiscal Year 2026–2027. The proposed budget adjustments are as follows:

1. General Fund Budget Transfer – $6,000.00
From: GL Account 100-160-50000 – General Fund, Municipal Court, Salaries
To: GL Account 100-160-80000 – General Fund, Municipal Court, Contractual Services

2. Court Enhancement Special Revenue Fund – $20,350.00
From: GL Account 260-262-60040 – Court Enhancement Special Revenue Fund, Miscellaneous
To: GL Account 100-160-80000 – General Fund, Municipal Court, Contractual Services

Total Requested Budget Adjustment: $26,350.00
The requested budget adjustment will fund temporary staffing services during the Chief Court Clerk's absence.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **7. C.**

Meeting Date: 11/17/2026

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to process a budget transfer to cover expenses associated with the Water Operations Building Expansion Project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Public Works Department initiated the Water Operations Building Expansion Project toward the end of Fiscal Year 2026. During project planning and budgeting, staff anticipated the contractor could complete more construction work during FY26. Based on this anticipated schedule, the city budgeted $100,000 for the project in FY27, expecting the remaining project expenses to be incurred and encumbered during FY26.

However, delays in executing the construction contract and in commencing project activities affected the contractor's ability to advance the work as originally anticipated. As a result, the contractor completed only a portion of the work that staff had initially projected would be accomplished by the end of FY26. Consequently, the FY27 budget allocation was insufficient to cover the expenses associated with the remaining project work.

The resulting funding shortfall is $141,000.00. It is important to clarify that this request does not represent an increase in the overall project cost or project budget. Rather, it reflects the need to adjust the FY27 budget allocation to accommodate expenses originally anticipated to be incurred and encumbered in FY26 but carried forward into FY27 due to project schedule delays.

To address this funding requirement and ensure the continued progress of the project, staff is requesting City Council approval to authorize a budget transfer in the amount of $141,000.00 from Non-Capital Projects No. 2027-034 and 2027-035 to the Water Operations Building Expansion Project, as further detailed in the Fiscal Impact section of this agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET TRANSFER IN THE AMOUNT OF $141,000.00 FROM NON-CAPITAL PROJECTS TO THE WATER OPERATIONS BUILDING EXPANSION PROJECT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$141,000.00
BUDGETED AMOUNT:	$100,000.00
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

The construction contract for the Water Operations Building Expansion Project (Project No. 2026052) was awarded in the amount of $421,764.00. During FY26, the City paid $181,663.65 toward the contract, leaving a remaining contract balance of $240,100.35. The City had originally budgeted $100,000.00 for the project in FY27; however, due to delays in the initial execution of the construction contract and project commencement, the FY27 funding allocation is insufficient to cover the remaining project expenses. This results in a funding shortfall of approximately $140,100.00. To address this shortfall, staff is requesting authorization to transfer $140,100.00 from the following non-capital project accounts:

Transfer From:
- Water Storage Tank #6 (1MG Steel) Demo / Project No. 2027035 / Account No. 300-302-89000 / $100,000.00
- Water Valve Replacement Program / Project No. 2027034 / Account No. 300-302-89000 / $40,100.00

Transfer To:
- Water Operations Building Expansion / Project No. 2026052 / Account No. 300-302-90015 / $140,100.00

The requested transfer represents a reallocation of existing budget appropriations and does not increase the overall construction contract amount or project cost. The transfer will provide the additional FY27 budget authority necessary to cover the remaining contractual expenses associated with the project.

Attachments

Budget Transfer - Water Op Building

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

Water - Transfer needed to cover expenses associated with the Water Operations Building Expansion Project.

Account Number	Account Name	Project ID (Only 89000-9XXXX)	Amended Budget FY 2027	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 2027
300-302-89000	Non Capital Projects	2027035	300,000.00		100,000.00	200,000.00
300-302-89000	Non Capital Projects	2027034	300,000.00		40,100.00	259,900.00
300-302-90015	Capital Outlay - CIP	2026052	3,188,400.00	140,100.00		3,328,500.00
						-
						-
						-
						-
						-
						-
						-
Total				140,100.00	140,100.00	

Department Head _____ Date _____

Finance Department _____ Date _____

City Manager _____ Date _____

AGENDA ITEM REVIEW FORM

Special City Council Meeting **7. D.**

Meeting Date: 11/17/2026

Department Head: Joe Estes, City Attorney, Attorney's Office

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2420. A Resolution of the Mayor and Council of the City of San Luis, Arizona, adopting fees for dog licenses; Repealing any conflicting provisions; and providing for severability. **(Lieutenant Emmanuel Botello, Police Lieutenant)**

SUMMARY:

On March 13, 2024, the City Council passed Resolution No. 2305 repealing the City's previously enacted dog licensing fees in favor of Yuma County's dog licensing service and licensing through the Humane Society of Yuma. Since then, the City has received reports that the Humane Society of Yuma has discontinued this service and that residents have had difficulty obtaining dog licenses through Yuma County. In an effort to make obtaining dog licenses a seamless experience for San Luis residents, the City has arranged to enter into dog licensing services with DocuPet, the third-party company that currently provides these services to both the City and County of Yuma.

To provide these services, staff recommends that Council approve and adopt the following fees, which would make obtaining dog licenses and enforcing them under Chapter 6.05 of the City Code a more efficient process.

Fees for dog licenses issued under Chapter 6.05 of the City Code shall be as follows. These fees are inclusive of all current service/processing charges from DocuPet:

Fixed Pets:	1 year $18.50	2 year $30.50	3 year $42.50
Pets Not Fixed:	1 year $33.50	2 year $59.50	3 year $80.50
Service Animals:	1 year $ 0.00	2 year $ 0.00	3 year $ 0.00

Additional/Replacement Pet tag: $6.00 each.

A penalty fee of two dollars ($2.00) shall be paid if the license application is made less than one year after the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of twelve dollars ($12.00) shall be paid for each subsequent year up to a maximum of twenty-two dollars ($22.00). This penalty shall not be assessed against applicants who provide adequate proof that the dog to be licensed has been in their possession in this state less than thirty consecutive days. Multiyear licenses shall only be issued for dogs given multiyear rabies vaccinations and only for the year(s) that the rabies vaccination has been certified to be effective.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2420, 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):

N/A

Attachments

Resolution No. 2420

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2420

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING FEES FOR DOG LICENSES; REPEALING ANY CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY

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

Section 1: Fees for dog licenses issued under Chapter 6.05 of the City Code shall be as follows:

	1 Year	2 Year	3 Year
Fixed Pets:	$18.50	$30.50	$42.50.
Pets Not Fixed:	$33.50	$59.50	$80.50
Service Animals:	$0.00	$0.00	$0.00
Replacement Pet Tag:	$6.00 each		

A penalty fee of two dollars shall be paid if the license application is made less than one year after the date on which the dog is required to be licensed under this article. If the license application is made one year or later from the date on which the dog is required to be licensed, an additional penalty fee of twelve dollars shall be paid for each subsequent year up to a maximum of twenty-two dollars. This penalty shall not be assessed against applicants who provide adequate proof that the dog to be licensed has been in their possession in this state less than thirty consecutive days.

Section 2: Multiyear licenses shall only be issued for dogs given multiyear rabies vaccinations and only for the year(s) that the rabies vaccination has been certified to be effective.

Section 3: All licenses must be renewed by November 1 in any calendar year. All licenses need a current rabies vaccination certificate in conformance with the requirements of the City Code and A.R.S. §11-1010. A multiyear license expires on November 1 of the last year of the rabies vaccination certificate. A license shall expire on the expiration of the rabies vaccination. If the rabies vaccination expires prior to November 1 of the year of expiration of the license, and the license is until that November 1, a new rabies vaccination certificate will cause a no-fee extension of the license until the end of the licensing period.

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of November, 2026.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Joseph Estes, City Attorney

AGENDA ITEM REVIEW FORM

Special City Council Meeting **7. E.**

Meeting Date: 11/17/2026

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Eduardo G. Carrasco on behalf of Colibri Gas Station & Mini Mart, located at 155 N. Avenue E, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

A. Staff and/or Applicant presentation
B. Open Public Hearing
C. Call to the public on this item
D. Close Public Hearing
E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Colibri Gas Station & Mini Mart

SUMMARY:

Mr. Eduardo G. Carrasco submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant, and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201(B).

The City Clerk's office has not received any comments in favor of or against the application. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Colibri Gas Station & Mini Mart,

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF AND/OR APPLICANT PRESENTATION
B. VICE MAYOR JAVIER VARGAS TO OPEN THE PUBLIC HEARING
C. VICE MAYOR JAVIER VARGAS TO CALL THE PUBLIC ON THIS ITEM
D. VICE MAYOR JAVIER VARGAS TO CLOSE THE PUBLIC HEARING
E. I MOVE TO RECOMMEND APPROVAL OF THE LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR COLIBRI GAS STATION & MINI MART, 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

Notice

Application

License Review Form

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: October 20, 2026

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

City of San Luis Council

PLACE 1090 E. Union St. - San Luis, AZ 85349 **DATE/TIME** November 17, 2026 @ 6:00 pm

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** **800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

RECEIVED
OCT 20 2026
CITY CLERK'S OFFICE

State of Arizona
Department of Liquor Licenses and Control

Created 10/19/2026 @ 02:24:59 PM

Local Governing Body Report

LICENSE

Number:	010140021118	Type:	010 BEER AND WINE STORE
Name:	COLIBRI GAS STATION & MINI MART		
State:	Pending		
Issue Date:		Expiration Date:	07/31/2027
Original Issue Date:	11/21/2022		
Location:	155 N AVENUE E SAN LUIS, AZ 85349 USA		
Mailing Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA		
Phone:	(928)236-3235		
Alt. Phone:			
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM		

Currently, this license has pending applications.

AGENT

Name:	EDUARDO G CARRASCO
Gender:	Male
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA
Phone:	(928)236-3235
Alt. Phone:	
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM

OWNER

Name:	COLIBRI GAS STATION & MINI MART LLC		
Contact Name:	EDUARDO G CARRASCO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23399925	State of Incorporation:	AZ
Incorporation Date:	07/19/2022		
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA		
Phone:	(928)236-3235		
Alt. Phone:			
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM		

60th day
12-18-2026

Officers / Stockholders

Name:	Title:	% Interest:
CARRASCO PROPERTIES LLC	Member	100.00

SIX BROTHERS TRUST - Trustee

Name:	EDUARDO G CARRASCO
Gender:	Male
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA
Phone:	(928)236-3235
Alt. Phone:	
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM

COLIBRI GAS STATION & MINI MART LLC - Member

Name:	CARRASCO PROPERTIES LLC
Contact Name:	EDUARDO G CARRASCO
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA
Phone:	(928)236-3235
Alt. Phone:	
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM

CARRASCO PROPERTIES LLC - Member

Name:	SIX BROTHERS TRUST
Contact Name:	EDUARDO G CARRASCO
Type:	TRUST
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA
Phone:	(928)236-3235
Alt. Phone:	
Email:	CARRASCOS_PROPERTIES@OUTLOOK.COM

MANAGERS

Name:	CECILIA H AGUIAR
Gender:	Female
Correspondence Address:	PO BOX 1649 SAN LUIS , AZ 85349 USA
Phone:	(928)488-3086
Alt. Phone:	
Email:	SERVICE@COLIBRIGAS.COM

APPLICATION INFORMATION

Application Number: 415476
Application Type: Acquisition of Control
Created Date: 09/29/2026

QUESTIONS & ANSWERS

010 Beer and Wine Store

3) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22 processing fee per card.

Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	Flowchart.docx	09/29/2026

City of San Luis

Development Services Department

Planning & Zoning · GIS · Building Safety · Code Enforcement

RECEIVED
SCornelio , 10/22/2026, 11:49:37 AM

Liquor License Review

Name of Business: Colibri Gas Station & Mini Mart

Former Name of Business (If applicable):

Physical Address: 155 N. Avenue E

Type of Arizona Liquor License Requested: Beer and wine store

Date of City Council Public Hearing: November 17, 2026

Zoning: Community Commercial (C-2) **// Is the request a permitted use?** Yes

Distance to nearest school facility: 3667 E. San Luis Lane, Sun Valley Elementary School. 5,620 Feet, see Exhibit A (distance is measured from wall to wall unless outdoor recreation area is included).

Verified by Planning and Zoning Division:

Date: 10/22/2026

Exhibit A

Liquor License Review - Nearest School Facility

- Site: Colibri Gas Station & Mini Mart

