

RESOLUTION NO.430

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING SALE OF PROPERTY FOR REGIONAL CENTER FOR BORDER HEALTH

WHEREAS the SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT desires to acquire certain property from the City of San Luis for the purposes stated herein;

WHEREAS the CITY OF SAN LUIS, ARIZONA has the power pursuant to ARS §9-407 allows a city to sell a parcel of real property to another political subdivision without following the procedures of ARS § § 9-402 or 9-403;

WHEREAS there is public need for health services to be delivered to the citizens of San Luis and an insufficiency exists in medical offices, medical facilities, physician, and health care providers to adequately service the needs of the San Luis Community;

WHEREAS WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC. (WAAHEC), a nonprofit corporation organized and existing under the laws of the State of Arizona, a nonprofit corporation organized and existing under the laws of the State of Arizona, provides and will be providing non-profit health planning and education services and proposes to build a health care center which will provide those services and provide much needed medical offices and health care facilities to the community of San Luis;

WHEREAS making provision for proper health care planning, education, and medical facilities serve a public purpose;

WHEREAS a community facilities district, pursuant to ARS §48-709 may enter into contracts and expend monies for any public infrastructure purpose, and ARS §48-701 defines "Public infrastructure purpose" as including "planning, design, engineering, construction, acquisition or installation of public infrastructure" and further defines "public infrastructure" as including public buildings; and

WHEREAS under the terms of a proposed lease agreement between the SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT and WAAHEC a public building will be built and developed;

WHEREAS pursuant to the authority of ARS § 48-712 a city council, by resolution, may summarily order the participation by the city in the costs of any public infrastructure purpose;

WHEREAS the purposes of public infrastructure of the proposed health care center are served by the sale of real property from the City of San Luis to the San Luis Public Health Community Facilities District; and

WHEREAS under the terms of the proposed sale agreement hereinafter referred to the City of San Luis retains an option to repurchase the property being sold thereby, in an improved state, at the end of the lease between WAAHEC and the San Luis Public Health Community Facilities District;

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

SECTION 1: That the form of agreement attached hereto, marked Exhibit "A" and by this reference incorporated herein, between the San Luis Public Health Community Facilities District, Arizona and the City of San Luis, Arizona is hereby approved.

SECTION 2: That the Mayor is hereby authorized and directed to enter into and execute the agreement, Exhibit "A", on behalf of the City of San Luis, Arizona and execute such deeds or take such other acts or actions, or execute such other instruments as may be necessary to carry said agreement into effect.

PASSED and ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona this _____ day of May 2000.

Alex Joe Harper, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Real Estate Sale Contract

This agreement is made and executed on the _____ day of _____, 2000, by and between SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT, which is a Community Facilities District and political subdivision of the State of Arizona, having its offices at 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349, hereinafter referred to as "CFD", and THE CITY OF SAN LUIS, ARIZONA, a municipal corporation and political subdivision organized and existing under the laws of the State of Arizona, having its principal office at 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349, hereinafter referred to as "City".

RECITALS

1. ARS §9-407 allows a city to sell a parcel of real property to another political subdivision. ARS §48-712 provides that a city council, by resolution, may summarily order the participation by the city in the costs of any public infrastructure purpose. ARS § 48-701 provides that public infrastructure includes public buildings. "Public infrastructure purpose" of a community facilities district is defined as including "planning, design, engineering, construction, acquisition or installation of public infrastructure."
2. This agreement is made for the purpose facilitating the construction and operation of a facility in which will serve as a Regional Center for Border Health, located in the City of San Luis, Yuma County, Arizona, the premises being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. (The premises described on Exhibit "B" include the premises described on Exhibit "A" plus an additional parcel.) Upon the termination of the lease as described in Section 4 as hereinafter set forth, the building shall be a public building.

In consideration of the mutual promises herein made, the parties agree as follows:

1. CFD agrees to purchase at a price of \$10.00 on the terms set forth in this agreement, the following described real estate in Yuma County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED AS THOUGH FULLY SET FORTH AGAIN IN FULL.

2. City agrees to sell the real estate and the property described above, if any, at the price and

terms set forth in this agreement, and to convey or cause to be conveyed to CFD title to it by a recordable quit claim deed.

3. CFD has paid the Ten Dollars, receipt of which is hereby acknowledged.

4. It is understood between City and CFD that CFD will be leasing the premises conveyed hereunder to WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC. (WAAHEC), a nonprofit corporation organized and existing under the laws of the State of Arizona, pursuant to a lease in the form attached as Exhibit "C" attached hereto, hereinafter referred to as the "Lease", for the purpose of the construction and operation of a facility in which will serve as a Regional Center for Border Health. The CFD hereby grants to the City the option to purchase the premises described on Exhibit "B" at the time, for the consideration, and upon the terms and conditions herein set forth:

A. City may purchase the premises only on an option date. For the purposes of this option, the term "option date" shall be at any time during the period of five years following the termination of the Lease between the CFD and WAAHEC, exhibit "C" attached hereto..

B. The election of the City to exercise the option to purchase the premises must be evidenced by a notice in writing addressed to the CFD.

C. The price to be paid by the City to the CFD for the premises if the option is exercised, shall be in the amount of \$10.00.

D. The option price to be paid to the CFD, as above provided, shall be a net amount to the CFD, and all expenses in connection with the transfer of the premises, including, but not limited to, title insurance, recording fees, and all other closing costs, shall be paid by the City. The option price shall be paid by the City in cash to the CFD concurrently with the conveyance of the premises by the CFD to the City. The premises shall be conveyed by the CFD to the City free and clear of liens and encumbrances excepting municipal and zoning ordinances, recorded easements and recorded restrictions of record. City shall obtain and pay for any title evidence which City may feel necessary prior to conveyance, and the CFD agrees to cooperate in connection therewith.

5. Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

6. Notifications

(i) All notices, demands or other communications must be in writing and are deemed newly delivered upon personal delivery, or as of the fifth (5th) day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as

follows:

To City: City Manager, City of San Luis, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

To CFD: District Manager, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

(ii). If either party changes address, a must give written notice to the other party. Notice of change of address is deemed effective five days after mailing by the party changing address.

7. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

8. Governing Law and Venue

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute § 38-511, as amended.

9. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

10. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this agreement must be in writing, signed in endorsed by the parties.

In witness whereof, the parties have executed this agreement on the day and year first above written, and written below.

DATED this _____ day of _____, 2000

CITY OF SAN LUIS

ATTEST:

Alex Joe Harper
Mayor

Alex Ruiz
City Clerk

APPROVED AS TO FORM:

GERALD W. HUNT
City Attorney

SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT

ATTEST:

Alex Joe Harper
Chairman

Alex Ruiz
District Clerk

APPROVED AS TO FORM:

Glenn Gimbut
Attorney for CFD

State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____
2000 by Alex Joe Harper, Mayor of the City of San Luis.

Notary Public

My commission expires:

State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____
2000 by Alex Joe Harper, Chairman of San Luis Public Health Community Facilities District.

Notary Public

My commission expires:

Lots 139, 140, 175 and 176, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the office of the County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.

Exhibit "A"

Lots 139, 140, 174, 175 and 176, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the office of the County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.

Exhibit "B"