



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, December 10, 2025. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 10 de Diciembre del 2025. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad

**AMENDED AGENDA 12/9/2025
REMOVED PREVIOUSLY ITEM NO. 7.E.**



**AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 10, 2025
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. PRESENTATION

- 5. A.** Presentation by Policy Development Group on the Proposed Yuma Pipeline Project.
(Rob Ober, Policy Development Group)

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

- Work Session held November 5, 2025
- Regular Council meeting held November 12, 2025

6. B. DISBURSEMENTS

From November 12, 2025 to December 2, 2025

Total \$2,059,434.63

(Two Million, Fifty-Nine Thousand, Four Hundred Thirty-Four Dollars and Sixty-Three Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 7. A.** Discussion and possible action on any and all matters regarding the appointment of one (1) member to the San Luis Economic Development Commission. **(Armando Esparza, Director of Economic Development & Government Affairs)**

- 7. B.** Discussion and possible action on any and all matters regarding renewal of the Lease Agreement with Gemini Property Holdings, Inc. for the San Luis Police Department Substation located in East San Luis. **(Nigel Reynoso, Chief of Police)**

- 7. C.** Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford Explorer using Arizona Department of Public Safety Local Border Support Grant budgeted funds. **(Nigel Reynoso, Chief of Police)**

- 7. D.** Discussion and possible action on any and all matters regarding the engagement of engineering services with Kimley-Horn and Associates, Inc., for the design of Union Street and 4th Avenue Intersection. **(Tomas Sanchez, City Engineer)**

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



PRESENTATION

Regular City Council Meeting

5. A.

Meeting Date: 12/10/2025

Submitted By: Armando Esparza, Economic Development

Presentation Topic/Summary:

Presentation by Policy Development Group on the Proposed Yuma Pipeline Project. **(Rob Ober, Policy Development Group)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 12/10/2025

Summary

MINUTES OF

- Work Session held November 5, 2025
 - Regular Council meeting held November 12, 2025
-

Attachments

11/5/2025 WS

11/12/2025 RCM

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 5, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Tadeo Azael De La Hoya called the Work Session to order at approximately 6:00 p.m.

PRESENT: Council Member Luis E. Cabrera
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin – Via Teams
Council Member Javier Vargas

ABSENT: Mayor Nieves Riedel
Council Member Maria C. Cruz

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Claudia Montoya, Acting Assistant Director of Parks & Recreation
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Israel Lara, IT Technician
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Manager
Maria Sabori, Risk Management Manager
Miguel Ramirez, Finance Accounting Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torres, Safety Officer
Christian Cuevas, Meeting Interpreter

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and review on any and all matters regarding the 5-year projection of the City of San Luis. (Roula Encinas, Director of Finance)

Ms. Jenny Torres, Acting City Manager, delivered a PowerPoint Presentation, beginning with the Administration Commitment, which includes financial stability, efficiency, accountability, and strategic planning. The presentation included the following slides: Government Finance Officers Association (GFOA), Five-Year Historical Data vs. Five-Year Projections, State Shared Revenues, and TPT Rates for Yuma County Cities in 2025.

Ms. Roula Encinas, Director of Finance, provided six (6) PowerPoint presentations as follows:

Presentation No. 1 – This presentation covered the General Fund and Long-Range Financial Planning for Fiscal Years 2026 and 2030, and included the following slides: Overview of the General Fund, General Fund Revenues by Category – FY 2026, Why this Matters Just like at Home, General Fund Expenditures by Category – FY 2026, General Fund 5-year Projections (FY26-FY30), Why Net Reserves Matter (after six months of operating expenses), Key Takeaways – General Fund Outlook, Budget Expenses Comparison Fiscal Year 2025-2026, and City of San Luis & City of Yuma Revenues Comparison Fiscal Year 2025. During this presentation, Ms. Encinas presented two (2) graphs: one showing 6 months of expenses for operational reserves, which represent the city's safety cushion. The graph shows a trend in which the city remains strong through the five-year plan, indicating that it continues to meet the reserve policy event as costs increase. This suggests the city has enough savings to cover half a year's expenses in case of an emergency or revenue delays. The other graph shows the ending fund balance net of reserves, or what is left after six (6) months of reserves are set aside. It shows a steady decline that turns negative after Fiscal Year 2028, reaching a deficit \$9 million by Fiscal Year 2030. This trend indicates that by Fiscal Year 2028, the city may need to start utilizing part of the reserves to cover regular operations, which is not sustainable in the long term. She added that while the reserves remain healthy, the regular fund balance is trending down. Furthermore, she added that this shows that the city will need additional general fund resources and continued cost control to avoid depending on the city's reserves to balance the budget.

Presentation No. 2 – This presentation covered Highway User Revenue Fund (HURF) Budget Fiscal Year 2026 – Fiscal Year 2030 and included the following slides: HURF – What to Know, Highway User Fund Budget Fiscal Year 2026, Fiscal Year 2026 Revenues - \$6.4 Million, Transfers from General Fund to HURF (Support), Fiscal Year 2026 Expenditures - \$7.6 Million, 5-Year Projections (FY26-FY30), HURF Operating Expenses Reserve & Net of Reserves after Operation Expenses, and Key Takeaways.

Presentation No. 3 – This presentation covered the Water Fund Budget Fiscal Year 2026 – Fiscal Year 2030 and included the following slides: Water Fund – What to Know, The Water Fund Budget Fiscal Year 2026, Fiscal Year 2026 Revenue - \$7.95 Million, Fiscal Year 2026 Expenditure - \$9.81 Million, 5-Year Projections (FY26-FY30), Water Operating Expenses Reserve & Net of Reserves after Operational Expenses, and Key Takeaway.

Presentation No. 4 – This presentation covered the Wastewater Fund – Budget Fiscal Year 2026 – Fiscal Year 2030 and included the following slides: Wastewater Fund – What to Know, The Wastewater Fund Budget Fiscal Year 2026, FY2026 Revenue - \$27 Million, FY 2026 Expenditures - \$25.7 Million, 5-Year Projections (FY26-FY30), Operational Reserves (Six Months) and Ending Fund Balance Net Reserves, and Key Takeways.

Presentation No. 5 – This presentation covered the Solid Waste Fund – Budget Fiscal Year 2026-Fiscal Year 2030 ad included the following slides: Solid Waste Fund – What to Know, The Solid Waste Fund Budget Fiscal Year 2026, Fiscal Year 2026 Revenues - \$2.8 Million, Fiscal Year 2026 Expenditures - \$2.2 Million, 5-Year Projections (FY26-FY30), Operations Reserves (Six Months) and Ending Fund Balance Net of Reserves, and Key Takeaway.

Presentation No. 6 – This presentation covered the Ambulance Fund – Budget Fiscal Year 2026- Fiscal Year 2030 City of San Luis – Long Range Financial Plan, and included the following slides: Ambulance Fund – What to Know, Fiscal Year 2026 Budget Snapshot, Fiscal Year 2026 Revenues - \$3.7 Million, Fiscal Year Expenditures - \$4.4 Million, 5-Year Projections (FY26-FY30), Operational Reserves (6 Months) & Ending Fund Balance Net Reserves, Ambulance Services by Financial Class for Fiscal Year 2025 and Key Takeaways.

Ms. Jenny Torres, Acting City Manager, continued with her presentation and covered the following slides: Financial Stability Proposal, Transaction Sales Tax, Estimated Taxpayer Impacts FY 2024-2025, City Fees, and Proposed Fees Examples.

A copy of these presentations is included with the complete agenda packet filed in the City Clerk’s Office.

A discussion was held, and the Vice Mayor, the City Council, and staff made comments.

3. ADJOURNMENT

Vice Mayor Tadeo Azael De La Hoya adjourned the Work Session at approximately 7:05 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 Work Session minutes for the City Council of the City of San Luis, Arizona, held on November 05, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 12, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Nieves Riedel
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alan Guevara, Police Lieutenant
Julissa Alejandra Peru, Court Administrator
Alfredo Leon, Building Maintenance Technician
Alvaro Escalante, Parks Grounds Manager
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Armando Esparza, Director of Economic Development
Carlo Bermudez, Police Sergeant
Carmen Lizarraga, Police Records Specialist
Damian Miller, Police Lieutenant
Danae T. Figueroa, Court Magistrate
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Emmanuel Botello, Police Lieutenant
Ernesto Cardenas, Police Sergeant
Ernesto Prieto, Police Sergeant
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Itzel Contreras, Police Records Specialist
Johnnie Morris, Fire Battalion Fire
Jorge Perez, Assistant Director of Public Works

Jose A. Guzman, Director of Development Services
Juan Tejeda, Associate Planner
Laura Cornejo, Custodian
Lesley Camarillo, Police Records Specialist
Lizeth Laguna, Police Records Supervisor
Luis Lopez, Police Officer
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Manager
Maria Sabori, Risk Manager
Mark Reader, Stifel, Nicolaus and Company
Michelle Boucher, Police Administrator
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Police Chief
Olivia Jenkins, Administrative Services Manager
Oscar Romo, Police Communications Officer
Oscar Ruiz, Police Officer
Osvaldo Rodriguez, Lead Custodian
Paul Monge, Police Officer
Roula Encinas, Director of Finance
Samantha Barraza, Police Officer
Tomas Sanchez, City Engineer
Yadira Bobadilla, Police Sergeant
Yolanda Dueñas, Facilities Supervisor
Aurora Leon, Visitor
Buna George, Greater Yuma Port Authority
Christian Cuevas, Meeting Interpreter
Fabher Sanchez, Resident
Maria Gonzalez, Resident
Vianey Vega, Vega and Vega Engineering

2. PLEDGE OF ALLEGIANCE

Council Member Esteban C. Rosales led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Helia Martinez, Pastor for Templo Christiano Vino Nuevo.

4. CALL TO THE PUBLIC

There were no public comments.

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation on GIS Day - November 19, 2025

5. B. Proclamation on Education Support Professionals Day - November 19, 2025

5. C. Proclamation on American Education Week - November 17 - 19, 2025

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

5. D. Retirement presentation to Ms. Socorro Ayala, Police Department Records Specialist, for her 23 years of dedicated service to the City of San Luis. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, recognized Ms. Socorro Ayala for her 23 years of service at the Police Department as Records Specialist.

Ms. Ayala thanked the City of San Luis, friends and family for the support and opportunity to have served this community.

The Mayor and Council Members congratulated and thanked Ms. Ayala for her years of service to the City of San Luis.

5. E. Retirement presentation to Mr. Alfredo Leon, Building Maintenance Technician, for his 18 years of dedicated service to the City of San Luis. (Eulogio Vera, Director of Public Works, and Yolanda Dueñas, Facilities Supervisor)

Mr. Eulogio Vera, Director of Public Works, thanked Mr. Alfredo Leon for his 18 years of service to the City of San Luis.

Ms. Yolanda Dueñas, Facilities Supervisor, presented a plaque to Mr. Leon, thanking him for his dedicated service and hard work to the community.

Mr. Leon thanked the Mayor, City Council, co-workers, family and residents for the opportunity given to him to serve the City of San Luis.

The Mayor and Council Members congratulated and thanked Mr. Leon for his years of service to the City of San Luis.

6. CONSENT AGENDA

6. A. MINUTES OF

- Regular Council meeting held October 8, 2025

6. B. DISBURSEMENTS

From October 15, 2025 to November 4, 2025

Total \$2,057,378.60 (Two Million, Fifty-Seven Thousand, Three Hundred Seventy-Eight Dollars and Sixty Cents)

6. C. Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Years 2026 and 2027. (Jenny Torres, Acting City Manager)

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve the Consent Agenda and remove Item No. 6.C. for further discussion. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

Item No. 6.C. was removed from the Consent Agenda for further discussion.

6. C. Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Years 2026 and 2027. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that she has kept the City Council informed about negotiations with the Humane Society over the last couple of months. As reported in her weekly reports, it hasn't been only the City of San Luis; the rest of the municipalities, like the City of Yuma and Yuma County, have already approved a contract. They did request a higher amount, but the staff is recommending the amount included in the agenda item. She introduced Ms. Annette Lagunas, Humane Society of Yuma Executive Director, to explain their request.

Ms. Lagunas mentioned they have been going through the entire community. Last year, this community brought in almost 700 animals to the Humane Society. The City of San Luis is their third-largest municipality, which they manage. She proceeded to elaborate on the process for each animal that enters their facility. Their request for a higher amount is due to rising expenses, the minimum wage increase in January 2026, and the fact that most of her staff are minimum-wage employees. With almost 7,000 animals coming into the shelter every year, it takes a lot of people to care for them. Additionally, the veterinary fees are beyond her budget.

Some discussion ensued between Ms. Lagunas and Members of the City Council regarding the contract and the services provided by the Humane Society of Yuma to include dogs and cats.

MOTION: Council Member Javier Vargas/Mayor Nieves Riedel to approve and ratify the contract with the Humane Society of Yuma in the amount of \$83,500.00 for this fiscal year and \$98,375.00 for the next fiscal year and authorize the budget transfer as presented in the fiscal impact statement. The motions passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

Mayor Nieves Riedel moved Item No. 7.E. to the top of the agenda for discussion, to allow the consultant to present it.

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2383. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Clean Water Revolving Fund Program for the West Wastewater Treatment Plant Expansion; providing for the transfer of certain moneys; approving related covenants and agreements; and declaring an emergency. (Roula Encinas, Director of Finance and Mark Reader, Managing Director of Stifel, Nicolaus & Company)

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

Ms. Roula Encinas, Director of Finance, stated that Resolution No. 2383 concerns the Water Infrastructure Finance Authority of Arizona (WIFA). She introduced Mr. Mark Reader, Managing Director of Stifel, Nicolaus & Company.

Mr. Reader stated that the loan will be used to award a construction contract for the expansion of the West Wastewater Treatment Plant. The city received a \$1.5 million grant, known as the forgivable principal component, that reduces the borrowing amount and the amortization. He provided an overview of the long-term and financing details on the \$26,240,000.00 loan between the city and WIFA.

Mr. Eulogio Vera, Director of Public Works, added that staff received a cost model for construction as a Construction Manager at Risk (CMAR) for the West Water Treatment Plant, which was almost twice the budget. It will be several months before construction can begin.

Mayor Nieves Riedel stated that she is concerned about financing the loan and not having enough funds to start making payments on it.

Mr. Reader clarified that there is no interest until the city begins drawing on the funds. He recommended closing this portion, and the results of the negotiations will be available in the coming months.

There were comments, questions and answers amongst the City Council and Mr. Reader.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve and adopt Resolution No. 2383, authorizing the City of San Luis to enter into the loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA). The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. A. Discussion and possible action on any and all matters regarding the purchase of a new Pre-Engineered Metal Building (PEMB) for the Water Well Site #7 Building Expansion Project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, stated that the Department of Public Works is seeking the City Council's approval for the purchase of a pre-engineered metal building from Bunger Steel. This metal building is to be located at Well Site #7, also known as the Public Works Yard. The purpose of this building is to expand the office building by adding offices to house 14 employees from the Water Department, and to provide extra storage and a shop area for work, fabrication, and storage of supplies. To improve project time, staff finalized the design with Thompson Design Architects. Three (3) proposals were requested from different metal building fabricators, and only one (1) was received from Bunger Steel. One contractor or vendor declined to provide a proposal, and the other did not. Staff is requesting approval to purchase from Bunger Steel for \$66,365.00 and to waive formal purchasing procedures and not go to bid for the purchase of the metal building, although staff will be bidding the project out for that construction. Public Works has a budget of \$380,000.00 for the construction of the metal building, including walls, insulation, doors, frames, and everything else; this is just a metal shell.

MOTION: Council Member Javier Vargas/Council Member Luis E. Cabrera to approve the purchase of a pre-engineered metal building from Bunger Steel, Inc., in the amount of \$66,365.00 and to waive formal purchasing procedures for the reasons presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding authorization to contract JSA Company for full landscape maintenance of several assessment districts for Fiscal Year 2026. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks and Recreation, explained that in Fiscal Year 2025, the City Council approved a cumulative purchase for the Parks and Recreation Department to contract with JSA Company to assist with the landscape maintenance of several assessment districts. JSA Company was awarded a contract with the City of Yuma in 2020, and the city piggybacked on the City of Yuma Contract Number 2020-0000098 in Fiscal Year 2024, as allowed under San Luis Purchasing Code Section 3.05.090. This was a 5-year contract from July 1, 2020, through June 30, 2025. The City of Yuma posted a Request for Qualifications (RFQ) Award in July 2025 to award new contracts for the Landscaping Maintenance Services. During the RFQ bid period, the City of Yuma granted its contractors a 3-month extension to continue providing maintenance services until all bids were received and reviewed. The City of Yuma held a Council meeting on September 3, 2025, during which it approved executing a one-year contract with an option to renew for four (4) additional one-year periods, subject to the appropriation of funds and satisfactory performance by three (3) companies. One of the three (3) awarded companies was JSA Company, with whom staff would like to continue working this fiscal year.

Last fiscal year, JSA Company did a great job in maintaining a total of fifteen (15) improvement districts on the east side of the city. This fiscal year, one (1) more assessment district was added, bringing the total to 16 that need landscape maintenance. This would be the third year that the staff would like to partner with JSA for the landscape maintenance of 16 improvement districts.

JSA Company will assist with various services, including weed control, tree trimming, plant maintenance, irrigation maintenance, mowing and edging, gravel maintenance, periodic raking, outfall/spillway maintenance, tree raising, and concrete blowing in designated areas. Working with JSA Company allows the city to provide a higher level of service to residents who pay for these services in their area.

The City of Yuma issued a Request for Qualifications for the same services, as shown in the attachment Request for Qualifications for this item. Although the City of Yuma hired three (3) providers, San Luis needs only one (1) outside provider for these services.

Staff is seeking approval for the landscape maintenance service with JSA per the attached City of Yuma contract and expense estimate for each improvement district, following Cooperative Purchase procedures as allowed under San Luis Purchasing Code Section 3.05.090, since Yuma has already gone through the process.

Staff is also seeking City Council's approval to ratify Purchase Order #2026-00001479 for payments to JSA for services rendered from July 2025 to the present date, as per written agreement from City of Yuma, where they extended landscaping maintenance services for an additional three (3) months, from July 2025 - September 2025, while their Request for Qualifications was open to the public.

Mayor Nieves Riedel asked whether the money collected for the improvement districts can be used throughout the city or only in the area of the specific improvement district.

Ms. Roula Encinas, Director of Finance, stated that the funds collected for this purpose can be used only within the improvement districts.

MOTION: Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the contract with JSA Company for landscape maintenance services in the amount of \$367,663.00 under Cooperative Purchase Agreement with the City of Yuma and to ratify Purchase Order #2026-00001479 for payments made for services rendered from July 2025 to the present date, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. C. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2382. A Resolution of the Mayor and City Council of the City of San Luis, increasing business license fees and adopting new business license types. (Edgar Esparza, Billing & Collections Manager)

A. Staff Presentation

Mr. Edgar Esparza, Billing & Collections Manager, provided background on the business license fees adopted on April 27, 2005, the Cottage Food Program, current fees, proposed new fees, and a fee comparison.

Some discussion, questions and answers resulted amongst some Council Members and staff.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

There were no comments from the public on this item.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Action on Resolution No. 2382

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Resolution No. 2382, as presented. The motion passed with six (6) Aye votes and one (1) Nay vote by Vice Mayor Tadeo Azael De La Hoya.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Nay
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. D. Discussion and possible action on any and all matters regarding the review of a potential one-time Cost-of-Living Adjustment (COLA) for City employees, as directed by the City Council during the October 22, 2025, meeting. (Roula Encinas, Director of Finance)

Ms. Roula Encinas, Director of Finance, explained that, as directed during the October 22nd Council meeting, staff reviewed organizing the employee recognition event and considered linking it to a one-time cost-of-living adjustment (COLA) for city employees. Management met with all department directors to talk about options. Staff agreed that giving employees a one-time COLA would be a better way to recognize their hard work and dedication. Following the City Council's direction, the Finance Department reviewed the current budget and vacant savings to see what could be done. Based on that review, staff prepared three (3) options for consideration tonight. Option 1 is \$1,000.00; Option 2 is \$800.00, and Option 3 is \$600.00. If approved, the funding would come from the \$35,000.00 that was already transferred to the Human Resources Department, along with additional savings from vacant positions. Staff is seeking Council direction on which option to proceed with for the one-time COLA adjustment.

The City Council and staff engaged in a discussion that included a thoughtful exchange of questions and answers.

MOTION: Council Member Lizeth Servin/Council Member Luis E Cabrera to approve Option 1 for a one-time COLA for classified and contracted employees as presented, direct staff to complete the necessary budget transfers from the Human Resources approved budget for the employee recognition event and from salary savings due to vacancies. The motion passed with six (6) Aye votes and one (1) Nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. F. Discussion and possible action on any and all matters regarding approval of the 5th Amendment and Restatement of Greater Yuma Port Authority's Bylaws. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, detailed that this item is an amendment to the bylaws, allowing for membership to change from the current language, a member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business private community and not an employee or elected official of any member.

And now the amendment changes to the second person appointed by the member entities, maybe from within the members' organization or outside of it. Additionally, all the other entities have already approved this amendment.

MOTION: Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the 5th Amendment and Restatement of the Greater Yuma Port Authority Bylaws. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. G. Discussion and possible action on any and all matters regarding Order No. 2025-13. An Order of the Mayor and City Council of the City of San Luis, Arizona, ratifying entering into the settlement proposals to resolve legal claims against Purdue/Sackler and Eight (8) manufacturers for alleged misconduct related to opioids through the In re: National Prescription Opiate Litigation. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that this is the national opioid litigation settlement currently underway with the various manufacturers. In this case, Purdue, Sackler and their shareholders are settling through the system that was derived through the national opiate litigation. This, along with eight (8) generic manufacturers, is included in these two (2) settlement agreements. Staff signed the settlements to be eligible to receive money from them. So this item is to ratify; additionally, the city would receive \$200,000.00 over 18 years from these other settlements.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve Order No. 2025-13, to ratify entering into settlement proposals in the National Prescription Opiate Litigation, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. H. Discussion and possible action on any and all matters regarding Ordinance No. 471. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending certain San Luis City Codes to conform penalties with Ordinance No. 466 and remove references to border taxis to conform with Ordinance No. 437; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

A. Action on Reading of Ordinance No. 471 by title only

B. Action on Ordinance No. 471

Staff requested that this item be continued to a future Council meeting.

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to continue this item to a future Council meeting. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. I. Discussion and possible action on any and all matters regarding Resolution No. 2384. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring that the City Council deems the sale of the real and personal property of the San Luis facility Development Corporation for the San Luis Regional Detention and Support Center beneficial for the City of San Luis; ordering and calling a special election to be held on May 19, 2026, to submit to the qualified electors of the City of San Luis the question as to whether or not said property should be sold within 5 years starting June 1, 2026. (Kay Marion Macuil, City Attorney and Sonia Cornelio, City Clerk)

Ms. Kay Macuil, City Attorney, stated that this item was on the November 4th election ballot and did not pass. To hold the May 19th Election, it needs to be approved by the Council to give the County sufficient time under the Intergovernmental Agreement with them to conduct the election. The city would like to sell the detention center property to help pay down the debt, freeing up more money to support operations there and, hopefully, generating extra revenue to start paying a license fee to the city.

Mayor Nieves Riedel clarified that this matter was asked to be on the agenda by the Administration and Ms. Macuil, and that she is not interested in purchasing that building.

A discussion between the City Council and staff focused on a series of questions and responses.

MOTION: Vice Mayor Tadeo Azael De La Hoya to table this item. There was no second; therefore, the motion does not proceed.

Ms. Macuil explained the reason for this activity, and that is that part of the forbearance agreement, which was agreed to by the San Luis Development Corporation and the Trustee with the bondholder, was for the city to seek to sell the property to help pay down the debt. She added that the current operator is interested in buying; there are three (3) other companies that do this and would be out to bid. She clarified that it is not the city's books; the bondholders bought the bonds, which is the loan for building the facility and buying the land. It is the federal government's money that pays back the debt. There is no responsibility in the city to pay anything for that. The city would create a neutral pamphlet to inform electors.

Members of the City Council provided additional remarks in opposition to holding a Special Election on May 19, 2026.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve and adopt Resolution No. 2384, calling a May 19, 2026, Special Election. The motion did not pass with three (3) Aye votes and four (4) Nay votes by Council Member Maria Cecilia Cruz, Vice Mayor Tadeo Azael De La Hoya, Council Member Javier Vargas and Mayor Nieves Riedel.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Vice Mayor Tadeo Azael De La Hoya	Nay
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Nay
Mayor Nieves Riedel	Nay

8. BOARD OF ADJUSTMENT

MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF ADJUSTMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to adjourn as City Council and convene as Board of Adjustment. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

8. A. Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2025-0343 – Panchita’s Restaurant. A request by Vega & Vega Engineering, on behalf of Juventina Garcia, owner, for a variance from the City of San Luis Zoning Ordinance Section 18.35.040 Table No. 7 to reduce the minimum front setback required from 15 ft. to 10 ft. and Section 18.75.030 (B) to reduce the required paved driveway within the property line from 20 ft. to 10 ft. in a Community Commercial District (C-2) on property located at 683 N 2nd Avenue in San Luis, Arizona. (Jose A. Guzman, Director of Development Services)

A. Staff presentation

Mr. Jose Guzman, Director of Development Services, stated that the request intends to allow the restaurant to expand towards the front of the property to provide on-site parking. This will help eliminate the current parking situation, where vehicles are backing up directly into the public right-of-way. Current parking spaces back up directly to the streets, which is a safety concern. With this variance, they will redesign the parking lot and provide the required number of parking spaces for the restaurant. Panchita's Restaurant has been part of the downtown community for over 30 years, and this project will be a positive investment in the area. However, under state law, all forbearance criteria must be met in this case, although the site improvements are beneficial, only one (1) of the four (4) criteria is met. The first three (3) criteria are not met because the circumstances leading to the request are related to the proposed design and are not unique to the property. The property can remain a restaurant by reducing the size of the proposed building expansion. The last criteria is met because the request will not be materially detrimental to the neighbors or vicinity, and it will not create a safety concern. For that reason, staff recommends denial of this variance. As it does not meet all the required criteria, the proposed improvements are recognized as having a positive impact on the downtown area.

An exchange of comments, questions, and responses took place between the City Council and staff about the staff’s recommendation, the City Council approving the request and safety concerns.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

Mr. Vianey Vega, of Vega & Vega Engineering, representing the applicant, stated that he has worked with the owner throughout this lengthy process to secure this restaurant expansion and that they have been following the process. They started with a lot split/tie so they could acquire the property on the north side. They purchased a lot on the south side and have been planning this expansion for the longest time. They want to increase the restaurant's size by 12 feet on the west side to improve storage and functionality, which is what has triggered all these requirements. To accomplish the addition on the west side, they want to reduce the setback and eliminate the parking on the west side backing up to the street. He commented on some of the improvements planned for the area.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Action on Variance Case No. 2025-0343

MOTION: Council Member Luis E. Cabrera/Mayor Nieves Riedel to approve Variance Case No. 2025-0343. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

9. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY COUNCIL

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn as Board of Adjustment and reconvene as City Council. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

10. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Cruz reported that she attended the Gary Knight Dedication Unveiling Ceremony of US Memorial. He was an excellent Council Member, Vice Mayor and also served on the Arizona State Transportation Board and Yuma Metropolitan Planning Organization. He served his community with integrity.

11. Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(1)(3) and (4).

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(1)(3) and (4) on any and all matters relating to the position of Magistrate to discuss or consider employment, assignment, appointment, including possible discussion of confirmation of appointment and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code § 34.20, and consultation with the City Attorney or City's attorneys regarding the same. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to go into Executive Session at approximately 8:03 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

12. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to go into Regular Session at approximately 8:15 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

13. DISCUSSION AND POSSIBLE ACTION ITEM:

13. A. Discussion and possible action on any and all matters regarding an employment contract for City Magistrate, Danae T. Figueroa. (Jenny Torres, Acting City Manager)

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve and adopt the proposed contract for Magistrate Danae T. Figueroa. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

14. ADJOURNMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to adjourn the Regular Council meeting at approximately 8:16 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on November 12, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 12/10/2025

Summary

DISBURSEMENTS

From November 12, 2025 to December 2, 2025

Total \$2,059,434.63

(Two Million, Fifty-Nine Thousand, Four Hundred Thirty-Four Dollars and Sixty-Three Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING DECEMBER 10, 2025 Disbursement Report from 11/12/2025 TO 12/02/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	11/13/2025	\$ 3,917.04 ✓	Schedule A
Accounts Payable Check Account	11/14/2025	\$ 447,938.46 ✓	Schedule B
Payroll Check Account	11/20/2025	\$ 599,300.50 ✓	Schedule C
Accounts Payable Check Account	11/21/2025	\$ 508,691.49 ✓	Schedule D
Payroll Check Account	11/24/2025	\$ 271,062.98 ✓	Schedule E
Accounts Payable Check Account	11/25/2025	\$ 228,524.16 ✓	Schedule F

Total Disbursements: \$ 2,059,434.63 -

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

RECEIVED

DEC 4 2025

CITY CLERK'S OFFICE

Prepared by Karla Plascencia: _____

Verified by Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

[Handwritten signature]

[Handwritten signature: Miguel Ramirez]



Pay Day Register

Pay Date Range 11/01/25 - 11/30/25
Pay Batch 202511M

Pay Batch 202511M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,550.00	ASRS Council	260.92 2,200.00
Total	0.0000	\$7,550.00	Imputed Income	126.93 4,738.86	ASRS LTD Council	3.08 2,200.00
			FEDERAL TAX WITHHOLDING	468.10 7,550.00	ASRS/EORP - LEGACY RATE	1,291.40 2,200.00
			SOCIAL SECURITY TAX	109.47 7,550.00	Dental Council	249.44 .00
			MEDICARE	114.24 4,738.86	EODCRS - COUNCIL	267.00 4,450.00
			STATE WITHHOLDING	260.92 2,200.00	EODCRS - DISABILITY	6.23 4,450.00
			ASRS Council	3.08 2,200.00	EODCRS/EORP LEGACY RATE	2,385.65 4,450.00
			ASRS LTD Council	117.00 900.00	Health Council	8,881.85 .00
			Council Retirement EORP	133.33 .00	Retirement Council EORP	636.30 900.00
			Dental Council	356.00 4,450.00	Vision Council	76.98 .00
			EODCRS - COUNCIL	6.23 4,450.00	Total	<u>\$14,058.85</u>
			EODCRS - DISABILITY	1,895.84 .00	Employer Taxes	Gross Base
			Medical Council	41.82 .00	MEDICARE	109.47 7,550.00
			Vision Council	<u>\$3,917.04</u>	SOCIAL SECURITY TAX	468.10 7,550.00
			Net		SUTA/UNEMPLOYMENT	45.30 7,550.00
					Total	<u>\$622.87</u>
					Workers' Comp	Gross Base
					MUNICIPAL/ TOWN/	132.13 7,550.00
					Total	<u>\$132.13</u>
					Direct Deposits	Amount
					1st Bank Yuma	1,326.35
					CAPITAL ONE	651.91
					Chase Bank	1,227.08
					Navy Federal	104.92
					Wells Fargo	606.78
					Total	<u>\$3,917.04</u>
					Check	\$0.00

RJ Encina
11-12-2025

Payment Register

From Payment Date: 11/10/2025 - To Payment Date: 11/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113724	11/10/2025	Open			Utility Management Refund	AGUWAMBA, NNEKA	\$244.58		
113725	11/10/2025	Open			Utility Management Refund	CORONADO SANTOS, MARCO, A	\$153.23		
113726	11/10/2025	Open			Utility Management Refund	FIERRO NANCY & BECERRA HUMBERTO	\$219.55		
113727	11/10/2025	Open			Utility Management Refund	GALLARDO, TANIA, G	\$311.88		
113728	11/10/2025	Open			Utility Management Refund	GOMEZ, FAUSTINO	\$272.36		
113729	11/10/2025	Open			Utility Management Refund	GONZALEZ MIRIAM & JOSE PACHECO	\$153.88		
113730	11/10/2025	Open			Utility Management Refund	KAREN G CASTRO GRP #84	\$48.84		
113731	11/10/2025	Open			Utility Management Refund	KIMBERLY Y MARIE BELTRAN GRP #84	\$63.93		
113732	11/10/2025	Open			Utility Management Refund	LINAREZ TORRES, YESSENIA	\$240.73		
113733	11/10/2025	Open			Utility Management Refund	LOPEZ, VALERIA & SILVIA V JACOBO	\$175.47		
113734	11/10/2025	Open			Utility Management Refund	NAVARRO, JULIO, C	\$273.03		
113735	11/10/2025	Open			Utility Management Refund	PACHECO, GABRIELA	\$147.59		
113736	11/10/2025	Open			Utility Management Refund	PALMS DESERT BUILDERS LLC	\$1,862.52		
113737	11/10/2025	Open			Utility Management Refund	PENA, JUAN & JACQUELINE EDWARDS	\$227.60		
113738	11/10/2025	Open			Utility Management Refund	RANGEL CERVANTES, YANADARA	\$192.57		
113739	11/10/2025	Open			Utility Management Refund	ROSA A KAREN GARCIA GRP #84	\$54.08		
113740	11/10/2025	Open			Utility Management Refund	ROSARIO ESPINOZA CHAVEZ GRP #84	\$9.22		
113741	11/10/2025	Open			Utility Management Refund	SALAZAR, ELEUTERIO & EVELYN A	\$32.10		
113742	11/10/2025	Open			Utility Management Refund	TIRADO LOPEZ, GUADALUPE ENRIQUE	\$217.27		
113743	11/10/2025	Open			Utility Management Refund	ULISES RAMOS VALDEZ GRP #84	\$32.87		
113744	11/10/2025	Open			Utility Management Refund	YUMA VALLEY CONTRACTORS INC	\$850.00		
113745	11/10/2025	Open			Utility Management Refund	FOURCADEZ, JUAN, E	\$127.82		
113746	11/13/2025	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$2,000.00		
113747	11/13/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$165.00		
113748	11/13/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,745.06		
113749	11/13/2025	Open			Accounts Payable	AT&T MOBILITY LLC	\$3,218.62		
113750	11/13/2025	Open			Accounts Payable	BASELINE POLYGRAPH LLC	\$250.00		

SCHEDULE B

Payment Register

From Payment Date: 11/10/2025 - To Payment Date: 11/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113751	11/13/2025	Open			Accounts Payable	BEST BUY STORES, L.P.	\$158.38		
113752	11/13/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$140.69		
113753	11/13/2025	Open			Accounts Payable	CENTURYLINK	\$82.01		
113754	11/13/2025	Open			Accounts Payable	CENTURYLINK	\$309.36		
113755	11/13/2025	Open			Accounts Payable	CERDA, JOSSUE	\$89.00		
113756	11/13/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$430.00		
113757	11/13/2025	Open			Accounts Payable	CORE & MAIN LP	\$1,175.42		
113758	11/13/2025	Open			Accounts Payable	CORONA, FERNANDO	\$89.00		
113759	11/13/2025	Open			Accounts Payable	DEGO MUSIC GROUP	\$8,000.00		
113760	11/13/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$106,305.19		
113761	11/13/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$33.21		
113762	11/13/2025	Open			Accounts Payable	FERGUSON WATERWORKS	\$102.99		
113763	11/13/2025	Open			Accounts Payable	FIRE CATT, LLC	\$3,699.30		
113764	11/13/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$2,535.00		
113765	11/13/2025	Open			Accounts Payable	FX TACTICAL, LLC	\$2,915.14		
113766	11/13/2025	Open			Accounts Payable	JACOBS, MATTHEW, JOSEPH	\$250.00		
113767	11/13/2025	Open			Accounts Payable	LARA, ISRAEL	\$89.00		
113768	11/13/2025	Open			Accounts Payable	LEON VALENZUELA, RICARDO	\$168.47		
113769	11/13/2025	Open			Accounts Payable	NATIONAL TACTICAL OFFICERS	\$1,745.00		
113770	11/13/2025	Open			Accounts Payable	NORIDIAN HEALTHCARE SOLUTIONS, LLC	\$2,697.70		
113771	11/13/2025	Open			Accounts Payable	PEREDA, JOSE	\$130.00		
113772	11/13/2025	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$477.58		
113773	11/13/2025	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$2,200.00		
113774	11/13/2025	Open			Accounts Payable	RUIZ, IGNACIO	\$90.00		
113775	11/13/2025	Open			Accounts Payable	SUNDWALL FARMS LLC	\$600.00		
113776	11/13/2025	Voided		11/18/2025	Accounts Payable	TORRES, JESUS, A	\$560.00		
113777	11/13/2025	Open			Accounts Payable	VALENCIA, LINO	\$228.00		
113778	11/13/2025	Open			Accounts Payable	VOZ ENTERTAINMENT, LLC	\$3,390.00		
113779	11/13/2025	Open			Accounts Payable	WALKER, BARBARA	\$400.00		
113780	11/13/2025	Open			Accounts Payable	WILLDAN ENGINEERING	\$3,900.00		
113781	11/13/2025	Open			Accounts Payable	XEROX CORPORATION	\$456.16		
113782	11/13/2025	Open			Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	\$250.00		
113783	11/13/2025	Open			Accounts Payable	ZARAGOZA, JOSE	\$130.00		
113784	11/13/2025	Open			Accounts Payable	PRECIADO, ANDRES	\$50.00		
Type Check Totals:							\$157,168.40		
61 Transactions									
EFT									
8609	11/13/2025	Open			Accounts Payable	AIRGAS, INC.	\$229.47		
8610	11/13/2025	Open			Accounts Payable	ALLKIOSK LLC	\$1,091.04		
8611	11/13/2025	Open			Accounts Payable	ALSCO, INC	\$6,420.76		
8612	11/13/2025	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$2.01		
8613	11/13/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$2,794.44		
8614	11/13/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$7,718.25		
8615	11/13/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$616.30		
8616	11/13/2025	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$59.63		
8617	11/13/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$3,361.26		
8618	11/13/2025	Open			Accounts Payable	CDWG	\$760.28		

Payment Register

From Payment Date: 11/10/2025 - To Payment Date: 11/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8619	11/13/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$9,794.87		
8620	11/13/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$1,000.00		
8621	11/13/2025	Open			Accounts Payable	CROWN AWARDS	\$52.85		
8622	11/13/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$137.50		
8623	11/13/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$72.75		
8624	11/13/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$288.91		
8625	11/13/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,325.00		
8626	11/13/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$77,872.61		
8627	11/13/2025	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$19,637.50		
8628	11/13/2025	Open			Accounts Payable	HIREQUEST LLC	\$4,909.75		
8629	11/13/2025	Open			Accounts Payable	IMAGE TREND, INC	\$10,318.68		
8630	11/13/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$3,219.56		
8631	11/13/2025	Open			Accounts Payable	LOOMIS	\$1,859.17		
8632	11/13/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$45,040.29		
8633	11/13/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$3,016.15		
8634	11/13/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$4,778.43		
8635	11/13/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,669.51		
8636	11/13/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$9,500.00		
8637	11/13/2025	Open			Accounts Payable	POLAR COOLING LLC	\$255.00		
8638	11/13/2025	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$634.22		
8639	11/13/2025	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$7,836.55		
8640	11/13/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$2,585.40		
8641	11/13/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$24,283.52		
8642	11/13/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$390.00		
8643	11/13/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,261.87		
8644	11/13/2025	Open			Accounts Payable	SEA-WESTERN, INC.	\$4,962.88		
8645	11/13/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$5,486.74		
8646	11/13/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$613.76		
8647	11/13/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$720.00		
8648	11/13/2025	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$233.65		
8649	11/13/2025	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$9,682.89		
8650	11/13/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,108.65		
8651	11/13/2025	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
8652	11/13/2025	Open			Accounts Payable	YUMA NURSERY LLC	\$6,135.78		
8653	11/13/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,062.04		
8654	11/13/2025	Open			Accounts Payable	ZOLL MEDICAL CORP	\$804.35		
							\$290,772.06		

Type EFT Totals:
1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$156,606.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$560.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	61	\$157,166.40	\$0.00

Payment Register

From Payment Date: 11/10/2025 - To Payment Date: 11/14/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFTs									
		Status					Transaction Amount	Reconciled Amount	
		Open					48 \$290,772.06	\$0.00	
		Reconciled					0 \$0.00	\$0.00	
		Voided					0 \$0.00	\$0.00	
		Total					46 \$290,772.06	\$0.00	
All									
		Status					Transaction Amount	Reconciled Amount	
		Open					106 \$447,378.46	\$0.00	
		Reconciled					0 \$0.00	\$0.00	
		Voided					1 \$560.00	\$0.00	
		Stopped					0 \$0.00	\$0.00	
		Total					107 \$447,938.46	\$0.00	
Checks									
		Status					Transaction Amount	Reconciled Amount	
		Open					60 \$156,606.40	\$0.00	
		Reconciled					0 \$0.00	\$0.00	
		Voided					1 \$560.00	\$0.00	
		Stopped					0 \$0.00	\$0.00	
		Total					61 \$157,166.40	\$0.00	
EFTs									
		Status					Transaction Amount	Reconciled Amount	
		Open					46 \$290,772.06	\$0.00	
		Reconciled					0 \$0.00	\$0.00	
		Voided					0 \$0.00	\$0.00	
		Total					46 \$290,772.06	\$0.00	
All									
		Status					Transaction Amount	Reconciled Amount	
		Open					106 \$447,378.46	\$0.00	
		Reconciled					0 \$0.00	\$0.00	
		Voided					1 \$560.00	\$0.00	
		Stopped					0 \$0.00	\$0.00	
		Total					107 \$447,938.46	\$0.00	

Grand Totals:

Miguel Ramirez

Pay Day Register

Pay Date Range 11/01/25 - 11/14/25

Pay Batch 202524

Pay Batch 202524 Total

Employees in Pay Batch 354

Female Employees In Pay Batch 100

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	24,662.7500	636,947.33	Gross	868,291.84	ASRS ALTERNATE	468.70	4,807.20
1000 - ADMIN LEAVE	70.0000	2,977.10	Imputed Income		AZ STATE RETIREMENT	59,106.18	498,366.45
1001 - LEAVE WITHOUT PAY	49.0000	.00	FEDERAL TAX WITHHOLDING	50,758.41	DENTAL = FAMILY	417.90	.00
1007 - ON CALL WORKED HOURS	21.0000	559.68	SOCIAL SECURITY TAX	53,834.15	LONG TERM DISABILITY	697.78	498,366.45
1009 - PART TIME	86.2500	1,391.45	MEDICARE	12,590.38	MEDICAL MEX ONLY - EE &	2,664.09	.00
1010 - PART TIME FIREFIGHTERS	115.5000	2,379.55	STATE WITHHOLDING	15,598.34	MEDICAL MEX ONLY - EE &	10,963.46	.00
201 - OVERTIME	1,226.2500	43,923.02	24-7 GET FIT- GYM	1,863.00	MEDICAL MEX ONLY - EE &	2,421.90	.00
202 - OP STONE GARDEN- O.T.	414.0000	21,143.76	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE ONLY	4,844.04	.00
2023 - FMLA - SICK LEAVE	170.9800	5,527.39	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	59,281.20	.00
2024 - FMLA - VACATION LEAVE	15.0200	323.83	AM. FIDELITY- ACCIDENT-PRE	471.55	MEX ONLY DENTAL - EE &	156.64	.00
203 - DUI OVERTIME	10.0000	419.25	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	351.13	.00
210 - SRO	175.0000	5,061.53	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	142.40	.00
300 - VACATION EARNED	1,400.0600	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE ONLY	244.20	.00
301 - VACATION USED	1,196.0300	34,647.52	AM. FIDELITY- GHI- PRE TAX	259.84	PSPRS - ALTERNATE	196.60	2,457.55
400 - SICK EARNED	1,359.1200	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS FIRE DB NORM - TIER 1	9,587.24	77,005.80
405 - SCHEDULED SICK LEAVE	191.2500	5,088.22	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 2	864.18	6,941.24
406 - UNSCHEDULED SICK LEAVE	584.8800	14,655.26	AZ COPS - SLPD	695.00	PSPRS FIRE DB NORM - TIER 3	8,419.63	96,888.48
501 - WC PUBLIC SAFETY USED	22.0000	826.98	AZ STATE RETIREMENT	59,106.18	PSPRS FIRE DB UNFUND - TIER	1,755.72	77,005.80
502 - ON CALL PAY I.T.	.0000	125.00	BORDER GYM - GYM	475.00	PSPRS FIRE DB UNFUND - TIER	158.26	6,941.24
503 - STAND-BY PAY	672.3000	1,344.60	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	2,412.52	96,888.48
701 - HOLIDAY	2,618.6600	71,482.74	DEFERRED COMP - ROTH	970.00	PSPRS POLICE DB NORM - TIER	6,093.31	63,273.91
704 - FIRE HOLIDAY EARNED	636.0000	.00	DEFERRED COMP - ROTH	219.85	PSPRS POLICE DB NORM - TIER	1,142.10	11,859.86
706 - HOLIDAY WORKED HOURS	304.7500	11,862.66	DEFERRED COMPENSATION	2,555.00	PSPRS POLICE DB UNFUND -	6,617.93	76,155.65
809 - RETRO PAY	9.0000	251.55	DEFERRED COMPENSATION	773.39	PSPRS POLICE DB UNFUND -	3,128.12	64,100.89
900 - COMPENSATION EARNED	3.0000	.00	FOP/ALC	465.00	PSPRS POLICE DB UNFUND -	578.76	11,859.86
901 - COMPENSATION USED	52.5000	989.74	GARNISHMENT - CHILD	2,453.88	PSPRS POLICE DB UNFUND -	3,952.47	76,155.65
921 - STEP OVERTIME	15.0000	708.68	IAFF- FIRE DEPT	1,520.00	STANDARD LIFE	3,209.54	.00
923 - BORDER FITNESS - GYM	.0000	475.00	LEGAL SHIELD	59.31	STANDARD LTD	1,576.00	290,994.22
932 - 24-7 GET FIT - GYM	.0000	1,863.00	LONG TERM DISABILITY	697.78	STANDARD STD	4,992.84	.00
965 - PD - STAND-BY PAY	.0000	2,197.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	398.50	.00
967 - FD - SPECIAL ASSIGNMNT	560.0000	1,120.00	MEX ONLY DENTAL - EE &	201.52	U.S. MEX DENTAL - EE &	143.46	.00
ENFORCED DAY OFF - ENFORCED	20.0000	.00	MEX ONLY DENTAL - EE &	451.77	US & MEX DENTAL - EE	3,137.28	.00
Total	36,660.3000	\$868,291.84	MEX ONLY DENTAL - EE &	183.20	US & MEX HEALTH = C	27,253.52	.00
			MEX ONLY HEALTH - EE & CH	656.04	US & MEX HEALTH = FAMILY	29,488.07	.00
			MEX ONLY HEALTH = S	538.35	US & MEX HEALTH = SP	6,647.20	.00
			MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,268.87	.00
			MEXICO ONLY HEALTH - EE &	596.40	VSP- VISION	582.75	.00
			MISCELLANEOUS	245.00	WC PSPRS 17.28	142.90	826.98
			PAC FUND- FIRE DEPT.	116.00	Total	\$265,507.39	



Pay Day Register

Pay Date Range 11/01/25 - 11/14/25

Pay Batch 202524

PS DEFERRED COMP - ROTH	805.00
PS DEFERRED COMP - ROTH	710.08
PS DEFERRED COMP TIAA -	600.40
PS DEFERRED COMPENSATION	2,235.00
PSPRS FIRE DB RATE - TIER 1a	4,745.66
PSPRS FIRE DB RATE - TIER 1b	1,145.27
PSPRS FIRE DB RATE - TIER 2	531.00
PSPRS FIRE DB RATE - TIER 3	8,419.63
PSPRS POLICE DB RATE - TIER	3,444.67
PSPRS POLICE DB RATE - TIER	1,395.79
PSPRS POLICE DB RATE - TIER 2	907.29
PSPRS POLICE DB RATE - TIER 3	6,617.93
STANDARD LIFE ADDTNL	868.50
TRANSWESTERN MEXICAN	141.00
U.S. MEX DENTAL - EE &	513.25
U.S. MEX DENTAL - EE &	184.77
UNITED WAY	14.00
US & MEX DENTAL - FAMILY	538.02
US & MEX HEALTH = C	6,711.29
US & MEX HEALTH = FAMILY	7,261.60
US & MEX HEALTH = S	6,586.80
US & MEX HEALTH = SP	1,636.90
VSP - VISION CHILDREN	250.92
VSP - VISION FAMILY	355.47
VSP - VISION SPOUSE	167.28
Net	\$599,300.50

		Gross Base
9,250.08	Employer Taxes	
13,709.61	MEDICARE	12,590.38
	SOCIAL SECURITY TAX	53,834.15
	SUTA/UNEMPLOYMENT	4,975.85
62,034.97	Total	\$71,400.38
14,970.83		
6,941.24	Workers' Comp	Gross Base
96,888.48	Ambulance EMT Search &	4,662.41
45,028.33	ANIMAL CONTROL OFFICERS	80.77
18,245.58	ATTORNEY- ALL & CLERICAL-	78.34
11,859.86	AUTO SERVICE/ REPAIR	347.30
76,155.65	BUILDING- NOC OPER BY	681.67
	BUS COMPANY AND DRIVERS	83.99
	CLERICAL OFFICE/ LIBRARY/	457.38
	Electrician	73.78
	FIREFIGHTERS & DRIVERS	4,673.98
	GARBAGE/ASH/ REFUSE	793.78
	Homemaker Service	44.67
	Motion Picture Production	17.37
	MUNICIPAL/ TOWN/	944.94
	PARKS- NOC ALL EMPLOYEES	831.06
	POLICE OFFICERS	8,261.68
	RECREATION- ALL EMPLOYEES/	309.97
	SEWAGE DISPOSAL/ PLANT	1,371.35
	Street or Road Construction	3,290.17
	WATERWORKS OPERATIONS	1,214.40
	Total	\$28,219.01
	Direct Deposits	Amount
	1st Bank Yuma	41,679.83
	ACADEMY BANK	2,928.43
	Ally Bank	1,569.04
	America First	1,652.22
	AVENIR FINANCIAL	49,176.59
	Bank of America	8,797.06
	Bank of America CA	1,156.25
	Bankcorp	200.00
	BANKCORP BANK	1,716.70
	CAPITAL ONE	2,268.62
	Charles Sch	250.00
	Chase Bank	271,966.79
	CHASE BANK CA	3,235.69

Miguel Ramirez
11/20/2025



Pay Day Register

Pay Date Range 11/01/25 - 11/14/25

Pay Batch 202524

CHASE BANK MORGAN	1,816.84
CHASE BANK TX	1,500.00
chase centro	2,113.53
discover	400.00
FF CREDIT UNION	2,535.42
FIDELITY	423.30
FIREFIGHTER FIRST CREDIT UNION	16,944.65
HUGHES FCU	2,053.37
JP Morgan Chase	1,195.94
MECHNICS BANK	278.64
National Bank	1,446.78
National Police FCU	50.00
Navy Federal	37,784.63
NBKC Bank - Acorns	1,045.60
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	831.74
PATHWARD	3,034.42
Plma Federal Credit Union	984.46
SOFI BANK	3,243.42
Sunbank	1,638.57
THE FOOTHILLS BANK	2,205.11
USAA FEDERAL SAVING	3,930.17
VANTAGE WEST	2,167.19
WASHINGTON FEDERAL	1,341.70
Wells Fargo	108,857.52
WELLS FARGO ARKANSAS	1,909.04
WELLS FARGO CA	4,173.76
WELLS FARGO CALE	871.77
WELLS FARGO YUMA	2,904.39
Total	<u>\$594,399.18</u>
Check	\$4,901.32

Payment Register

From Payment Date: 11/17/2025 - To Payment Date: 11/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18BYPAYABLE - 1st BY Accounts Payable									
Check									
113785	11/18/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$275.15		
113786	11/20/2025	Open			Accounts Payable	ARIZONA VALLEY REFRIGERATION H & C LLC	\$445.00		
113787	11/20/2025	Open			Accounts Payable	ARMENDARIZ SOLANO, JOSE, A	\$100.00		
113788	11/20/2025	Open			Accounts Payable	AVILA, LUCA	\$120.00		
113789	11/20/2025	Open			Accounts Payable	BEST BUY STORES, L.P.	\$253.40		
113790	11/20/2025	Open			Accounts Payable	BOCK, LAURA, ELENA	\$100.00		
113791	11/20/2025	Open			Accounts Payable	BOJORQUEZ, LEONARDO	\$180.00		
113792	11/20/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,008.14		
113793	11/20/2025	Open			Accounts Payable	BOWNET PROMOTIONS LLC	\$340.76		
113794	11/20/2025	Open			Accounts Payable	BURROFF AND ASSOCIATES, LTD	\$52,710.00		
113795	11/20/2025	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	\$500.00		
113796	11/20/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$225.00		
113797	11/20/2025	Open			Accounts Payable	CENTURYLINK	\$5,866.77		
113798	11/20/2025	Open			Accounts Payable	CHRISTOPHER RYAN VASQUEZ	\$150.00		
113799	11/20/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$635.00		
113800	11/20/2025	Open			Accounts Payable	CORE & MAIN LP	\$175,791.37		
113801	11/20/2025	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$315.20		
113802	11/20/2025	Open			Accounts Payable	EMS TECHNOLOGY SOLUTIONS, LLC	\$1,452.88		
113803	11/20/2025	Open			Accounts Payable	ESPINO, MARIA	\$50.00		
113804	11/20/2025	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
113805	11/20/2025	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$1,077.79		
113806	11/20/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$2,822.50		
113807	11/20/2025	Open			Accounts Payable	FRAGOZO, WALTER	\$200.00		
113808	11/20/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$675.00		
113809	11/20/2025	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHEL	\$264.00		
113810	11/20/2025	Voided		11/21/2025	Accounts Payable	GONZALEZ, ANDREI	\$189.67		
113811	11/20/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$120.00		
113812	11/20/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$1,040.69		
113813	11/20/2025	Open			Accounts Payable	HOLGUIN, JOSUE, A.	\$200.00		
113814	11/20/2025	Open			Accounts Payable	HQ SPORTS LLC	\$1,045.34		
113815	11/20/2025	Open			Accounts Payable	IPO TECH SOLUTIONS LLC.	\$6,800.00		
113816	11/20/2025	Open			Accounts Payable	IPS GROUP INC	\$849.14		
113817	11/20/2025	Open			Accounts Payable	KNOX ASSOCIATES INC	\$1,145.53		
113818	11/20/2025	Voided		11/21/2025	Accounts Payable	LA BODEGA, LLC	\$1,518.58		
113819	11/20/2025	Open			Accounts Payable	LIMON, ARTURO	\$210.48		
113820	11/20/2025	Open			Accounts Payable	LIMON CAZARES, EMMA	\$25.00		
113821	11/20/2025	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$400.00		
113822	11/20/2025	Open			Accounts Payable	MARTINEZ, ROBERTO	\$213.62		
113823	11/20/2025	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$812.70		
113824	11/20/2025	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$236.96		
113825	11/20/2025	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$4,065.00		
113826	11/20/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$604.42		

SCHEDULE D

Payment Register

From Payment Date: 11/17/2025 - To Payment Date: 11/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113827	11/20/2025	Open			Accounts Payable	PULIDO AYALA, JESUS, I	\$120.00		
113828	11/20/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$185.00		
113829	11/20/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,789.75		
113830	11/20/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$288.00		
113831	11/20/2025	Open			Accounts Payable	RIVAS, FRANCISCO, OSWALDO	\$825.00		
113832	11/20/2025	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$750.00		
113833	11/20/2025	Open			Accounts Payable	RODRIGUEZ, JARMY	\$6,392.42		
113834	11/20/2025	Open			Accounts Payable	RUVALCABA, MARIA	\$197.30		
113835	11/20/2025	Open			Accounts Payable	SANCHEZ, JESSE	\$2,500.00		
113836	11/20/2025	Open			Accounts Payable	STAPLES ADVANTAGE	\$239.35		
113837	11/20/2025	Open			Accounts Payable	STEVEN L. MCCARTY	\$250.00		
113838	11/20/2025	Open			Accounts Payable	SUAREZ CAZARES, BRYAN, ALFONSO	\$250.00		
113839	11/20/2025	Open			Accounts Payable	TORO, JOSE	\$195.24		
113840	11/20/2025	Open			Accounts Payable	TORRES, JESUS, A	\$670.00		
113841	11/20/2025	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$282.00		
113842	11/20/2025	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	\$6,250.00		
113843	11/20/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$120.00		
113844	11/20/2025	Open			Accounts Payable	W W WILLIAMS COMPANY LLC	\$3,765.58		
113845	11/20/2025	Open			Accounts Payable	WAL-MART	\$60.00		
113846	11/20/2025	Open			Accounts Payable	WELLS, NICHOLAS, D	\$1,325.00		
113847	11/20/2025	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	\$639.59		
113848	11/20/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$995.00		
113849	11/20/2025	Open			Accounts Payable	FOP/ALC	\$485.00		
113850	11/20/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,688.34		
113851	11/20/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
113852	11/20/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$116.00		
113853	11/20/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAF	\$1,520.00		
113854	11/21/2025	Open			Accounts Payable	GONZALEZ, ANDREI	\$189.87		
113855	11/21/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$583.62		
113856	11/21/2025	Open			Accounts Payable	LA BODEGA, LLC	\$1,493.58		
113857	11/21/2025	Open			Accounts Payable	LA BODEGA, LLC	\$25.00		
Type Check Totals:							\$300,959.63		
EFT									
8655	11/20/2025	Open			Accounts Payable	24/7 GET FIT LLC	\$1,728.00		
8656	11/20/2025	Open			Accounts Payable	AIRGAS, INC.	\$1,540.14		
8657	11/20/2025	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	\$440.85		
8658	11/20/2025	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$1,617.12		
8659	11/20/2025	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$800.00		
8660	11/20/2025	Open			Accounts Payable	ARIZONA SUPREME COURT	\$375.00		
8661	11/20/2025	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$261.00		

Payment Register

From Payment Date: 11/17/2025 - To Payment Date: 11/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8662	11/20/2025	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$450.94		
8663	11/20/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$372.09		
8664	11/20/2025	Open			Accounts Payable	BORDER GYM	\$325.00		
8665	11/20/2025	Open			Accounts Payable	BSN SPORTS	\$1,716.11		
8666	11/20/2025	Open			Accounts Payable	CDWG	\$759.96		
8667	11/20/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$987.74		
8668	11/20/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$1,509.37		
8669	11/20/2025	Open			Accounts Payable	CROWN AWARDS	\$128.61		
8670	11/20/2025	Open			Accounts Payable	CSC OF YUMA	\$132.75		
8671	11/20/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$125.00		
8672	11/20/2025	Open			Accounts Payable	DELL MARKETING L.P.	\$11,408.09		
8673	11/20/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50		
8674	11/20/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$913.00		
8675	11/20/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$102.94		
8676	11/20/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,795.00		
8677	11/20/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$278.63		
8678	11/20/2025	Open			Accounts Payable	GARCIA, JESUS	\$168.00		
8679	11/20/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$12,605.41		
8680	11/20/2025	Open			Accounts Payable	JSA COMPANY	\$52,782.00		
8681	11/20/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$12,105.00		
8682	11/20/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$810.89		
8683	11/20/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$368.00		
8684	11/20/2025	Open			Accounts Payable	MAJCO LLC	\$414.70		
8685	11/20/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,480.73		
8686	11/20/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$1,481.95		
8687	11/20/2025	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$40,421.00		
8688	11/20/2025	Open			Accounts Payable	POLAR ICE LLC	\$381.96		
8689	11/20/2025	Open			Accounts Payable	PURCHASE POWER	\$200.00		
8690	11/20/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$195.82		
8691	11/20/2025	Open			Accounts Payable	REPUBLIC EVS LLC	\$1,887.89		
8692	11/20/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$18,772.03		
8693	11/20/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$11,340.45		
8694	11/20/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$3,139.96		
8695	11/20/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	\$675.00		
8696	11/20/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$4,186.66		
8697	11/20/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$19.95		
8698	11/20/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$3,383.67		
8699	11/20/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$390.00		
8700	11/20/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$3,100.37		
8701	11/20/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$792.87		
8702	11/20/2025	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$679.18		
8703	11/20/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,788.82		
8704	11/20/2025	Open			Accounts Payable	YUMA SUN INC	\$99.00		

Payment Register

From Payment Date: 11/17/2025 - To Payment Date: 11/21/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8705	11/20/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$845.61		
8706	11/20/2025	Open			Accounts Payable	ZOLL MEDICAL CORP	\$1,360.14		
8707	11/21/2025	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$2,850.53		
Type EFT Totals:							\$209,440.21		
1BPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$299,251.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,708.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$300,959.53	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$209,440.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	53	\$209,440.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	\$508,691.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,708.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$510,399.74	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$299,251.28	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,708.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$300,959.53	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$209,440.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	53	\$209,440.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	\$508,691.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,708.25	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$510,399.74	\$0.00

Miguel Ramirez



Pay Day Register

Pay Date Range 11/25/25 - 11/25/25
Pay Batch COLA2025

Pay Batch COLA2025 Total
Employees in Pay Batch 352
Female Employees in Pay Batch 98

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
801 - COLA ADJUSTMENT	.0000	348,000.00	Gross	348,000.00	ASRS ALTERNATE	195.00 2,000.00
Total	0.0000	\$348,000.00	Imputed Income		AZ STATE RETIREMENT	27,396.60 231,000.00
			FEDERAL TAX WITHHOLDING	8,369.96 312,426.70	LONG TERM DISABILITY	323.40 231,000.00
			SOCIAL SECURITY TAX	21,563.14 347,795.79	PSPRS FIRE DB NORM - TIER 1	2,614.50 21,000.00
			MEDICARE	5,045.93 348,000.00	PSPRS FIRE DB NORM - TIER 2	249.00 2,000.00
			STATE WITHHOLDING	6,061.29 312,426.70	PSPRS FIRE DB NORM - TIER 3	3,041.50 35,000.00
			AZ STATE RETIREMENT	27,396.60 231,000.00	PSPRS FIRE DB UNFUND - TIER	478.80 21,000.00
			LONG TERM DISABILITY	323.40 231,000.00	PSPRS FIRE DB UNFUND - TIER	45.60 2,000.00
			PSPRS FIRE DB RATE - TIER 1a	1,224.00 16,000.00	PSPRS FIRE DB UNFUND - TIER	871.50 35,000.00
			PSPRS FIRE DB RATE - TIER 1b	382.50 5,000.00	PSPRS POLICE DB NORM - TIER	1,444.50 15,000.00
			PSPRS FIRE DB RATE - TIER 2	153.00 2,000.00	PSPRS POLICE DB NORM - TIER	288.90 3,000.00
			PSPRS FIRE DB RATE - TIER 3	3,041.50 35,000.00	PSPRS POLICE DB NORM - TIER	1,998.70 23,000.00
			PSPRS POLICE DB RATE - TIER	765.00 10,000.00	PSPRS POLICE DB UNFUND -	732.00 15,000.00
			PSPRS POLICE DB RATE - TIER	382.50 5,000.00	PSPRS POLICE DB UNFUND -	146.40 3,000.00
			PSPRS POLICE DB RATE - TIER 2	229.50 3,000.00	PSPRS POLICE DB UNFUND -	1,193.70 23,000.00
			PSPRS POLICE DB RATE - TIER 3	1,998.70 23,000.00	Total	\$41,020.10
			Net	\$271,062.98	Employer Taxes	Gross Base
					MEDICARE	5,045.93 348,000.00
					SOCIAL SECURITY TAX	21,563.14 347,795.79
					Total	\$26,609.07
					Workers' Comp	Gross Base
					Total	
					Direct Deposits	Amount
					Check	\$271,062.98

PAID
11-24-2025

Payment Register

From Payment Date: 11/24/2025 - To Payment Date: 11/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113858	11/25/2025	Open			Utility Management Refund	CASTILLO ESTRADA, JESUS M	\$100.82		
113859	11/25/2025	Open			Utility Management Refund	HERNANDEZ, ALMA E & MOISES SOTELO	\$313.70		
113860	11/25/2025	Open			Utility Management Refund	HERNANDEZ, FRANCISCA & PALOMARES, MARIA F	\$188.39		
113861	11/25/2025	Open			Utility Management Refund	JIMENEZ, ANGELICA & EDREL A SILVA	\$285.67		
113862	11/25/2025	Open			Utility Management Refund	KNAM & D CONSTRUCTION LLC	\$1,656.82		
113863	11/25/2025	Open			Utility Management Refund	LAZARO, DIEGO & GLAFIRA	\$285.67		
113864	11/25/2025	Open			Utility Management Refund	OLMEDO NAVIA, JOEL , A	\$113.80		
113865	11/25/2025	Open			Utility Management Refund	OROZCO-GONZALEZ, AURELIANO	\$15.31		
113866	11/25/2025	Open			Utility Management Refund	RAMOS, MARIO A & VIRIDIANA VARGAS	\$259.49		
113867	11/25/2025	Open			Utility Management Refund	RCL CONTRUCTION LLC	\$2,071.81		
113868	11/25/2025	Open			Utility Management Refund	RODRIGUEZ JR, VICTOR & MARTHA ESPI	\$55.16		
113869	11/25/2025	Open			Accounts Payable	ADOT MVD	\$1.49		
113870	11/25/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$980.00		
113871	11/25/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$195.00		
113872	11/25/2025	Open			Accounts Payable	APPLIED ECONOMICS, LLC	\$1,650.00		
113873	11/25/2025	Open			Accounts Payable	APS	\$50.00		
113874	11/25/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$413.30		
113875	11/25/2025	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$3,000.00		
113876	11/25/2025	Open			Accounts Payable	BOTELLO, RAFAEL	\$200.00		
113877	11/25/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$1,276.70		
113878	11/25/2025	Open			Accounts Payable	CENTURYLINK	\$42.79		
113879	11/25/2025	Open			Accounts Payable	CORE & MAIN LP	\$11,140.93		
113880	11/25/2025	Open			Accounts Payable	CORTEZ, DARLENE	\$84.00		
113881	11/25/2025	Open			Accounts Payable	CRUZ VASQUEZ, BERENICE	\$75.00		
113882	11/25/2025	Open			Accounts Payable	DANIEL LEWIS WATSON	\$11,291.00		
113883	11/25/2025	Open			Accounts Payable	FIGUEROA, DANAE	\$143.00		
113884	11/25/2025	Open			Accounts Payable	FOX VALLEY TECHNICAL COLLEGE	\$1,700.00		
113885	11/25/2025	Open			Accounts Payable	GALVAN, AURELIO	\$50.00		
113886	11/25/2025	Open			Accounts Payable	GAMEZ, LETICIA	\$75.00		
113887	11/25/2025	Open			Accounts Payable	MOMENTIVE SOFTWARE, INC (FKA YOURMEMBERSHIP.COM INC	\$499.00		
113888	11/25/2025	Open			Accounts Payable	OFALLA, CHRYSYTIAN	\$150.00		
113889	11/25/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$50.00		
113890	11/25/2025	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
113891	11/25/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$1,935.93		
113892	11/25/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$410.00		

SCHEDULE F

Payment Register

From Payment Date: 11/24/2025 - To Payment Date: 11/28/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total		\$43,531.11	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	29	\$184,993.05	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	29	\$184,993.05	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	71	\$228,524.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	71	\$228,524.16	\$0.00	
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	42	\$43,531.11	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	42	\$43,531.11	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	29	\$184,993.05	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	29	\$184,993.05	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	71	\$228,524.16	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	71	\$228,524.16	\$0.00	

Miguel Ramirez



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 12/10/2025

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Yigal Duarte, Economic Development Assistant, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of one (1) member to the San Luis Economic Development Commission. **(Armando Esparza, Director of Economic Development & Government Affairs)**

SUMMARY:

On August 05, 2025, Mr. Eric Jones resigned as a member of the San Luis Economic Development Commission. Mr. Jones was appointed to the Commission in his capacity, with extensive experience and a longstanding commitment to serving the community. However, due to increased responsibilities and time commitments associated with his role at Rio Colorado Fueling Systems LLC, he resigned from the Commission.

The City Council can confirm individuals to the commission and fill the vacancy. The mission of the San Luis Economic Development Commission is to promote sustainable economic growth through economic development programs, partnerships, and innovative opportunities to create quality jobs and expand the commercial and industrial tax base. The requirements to serve on the board are the following:

- Appointees should be residents of San Luis, Arizona, and/or
- Appointees should hold a business license within the city limits and/or
- Appointees should have an interest in quality development and the growth of economic development for the community of San Luis, Arizona.

The Economic Development Department promoted the vacancy, and the following candidates have applied for consideration:

- Octavio Ramirez
- Luis Buelna
- George Amaya
- Edrel Silva

The Economic Department seeks the San Luis City Council's appointment of one (1) applicant to the San Luis Economic Development Commission to fill the vacant two (2) year term.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT _____ TO COMPLETE THE TWO (2) YEAR VACANT TERM OF THE SAN LUIS ECONOMIC DEVELOPMENT COMMISSION.

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

Resignation Letter
Octavio Ramirez
Luis Buelna
George Amaya
Edrel Silva



Eric R. Jones
P.O. Box 10346
San Luis AZ 85349
8.5.2025

Armando Esparza
Economic Development Director
City of San Luis
1090 Union St
San Luis, AZ 85349

Armando Esparza:

I come to you with a grateful heart and sadness that I need to resign from the San Luis Economic Development Commission. I have become extremely busy with my businesses and need to attend to them. I love San Luis and all it has become and growth opportunities it has to offer.

Thank you,

Sincerely,

Eric R. Jones

A handwritten signature in blue ink, appearing to read "Eric R. Jones", is written over the typed name.



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Octavio Ramirez Date: January 09, 2025
Residence Address: 1979 E Julian St San Luis AZ Home Phone: (928)988-7576
Mailing Address: Po Box 8003 San Luis AZ Alternatate Phone: _____

The City of San Luis requires all board and commission members to be residents of the City of San Luis.
Do you live with in the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 15 Years Resided in Arizona 20

List three Boards and/or Commissions you are interested in serving on:

1) Economic Development Commission 2) _____ 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

I understand that the time commitment can vary depending on the number of meetings, preparation, and other responsibilities. Based on my current schedule, I can commit approximately 4-6 hours per week to attend meetings or contribute to any additional tasks or initiatives. I am happy to adjust my availability to ensure I can actively participate and support the Commission's work.



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Luis Buelna Date: 01/07/25
Residence Address: 690 N 10th Ave Apt #154 Home Phone: (928) 261-3389
Mailing Address: P.O. Box 7107 Alternatate Phone: _____

The City of San Luis requires all board and commission members to be residents of the City of San Luis.
Do you live with in the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 14 Years Resided in Arizona 14

List three Boards and/or Commissions you are interested in serving on:

- 1) Economic Development 2) Planning and Zoning 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I would like to become a member of my selected commissions to actively contribute to my community economic growth by creating new job opportunities and supporting existing ones.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

My availability may varies depending on scheduled meetings but available up to 40 + hrs per week

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low		High			

School AUC San Luis High School	Degree Associate in Business	Year 2017 2014
_____	_____	_____
_____	_____	_____

Work Experience:

Company CSF Plasma Factor Sales	Position Assistant Manager Cashier / Radioshack	Dates 2017 - Current 2016
_____	_____	_____
_____	_____	_____

Civic Involvements:

Organization Church group Safety Brent	Position leader info booth	Dates 2010 every year
_____	_____	_____
_____	_____	_____

Additional Qualifications:

Safety Inspector
PCSA repair technician
Quality Assurance Oversight background

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

1)	Javier Vargas				
2)	Cristina Silva	(928)	920	-	3929
3)	Melisso Ordaz	(928)	919	-	2008
	Luis Buelna				01/08/2025

Applicant Signature

Date

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

Notice: In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: George Amaya Date: 12/20/2024

Residence Address: 1006 Bienestar LN
San Luis, AZ 85349 Home Phone: _____

Mailing Address: P.O. Box 3885 Alternatate Phone: 928-488-1583

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live with in the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 33 Years Resided in Arizona 40

List three Boards and/or Commissions you are interested in serving on:

1) City of San Luis Economic Development Commission 2) _____ 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I am interested in becoming a member of the City of San Luis Economic Development Commission to further improve economic circumstances for residents thus sharing a vision resulting in employment opportunities, recruitment, business development and increased quality of life. The City of San Luis continues to grow at rapid rate and Economic Development strategies shall focus on creating a better future through an encouraging, sustainable, and inclusive economy.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

Weekly: 2 Hours
Monthly: 8 Hours
Quarterly: 24 Hours

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low		High			_____

School	Degree	Year
University of Arizona _____	Bachelor of Science-Public Health _____	Graduation: Fall 2009 _____
_____	_____	_____
_____	_____	_____

Work Experience:

Company	Position	Dates
Yuma County Dept. of Development Services _____	Deputy Director _____	2/2022-Present _____
Yuma County Dept. of Development Services _____	Registered Sanitarian-Supervisor _____	2/2011-2/2022 _____
_____	_____	_____

Civic Involvements:

Organization	Position	Dates
City of San Luis Planning & Zoning Commission _____	Chairman _____	1/2024-Present _____
City of San Luis Planning & Zoning Commission _____	Commission Member _____	12/2020-1/2024 _____
Arizona Sanitarian's Council Member _____	Member _____	1/2015-1/2018 _____
Representation for Smaller Counties _____	_____	_____

Additional Qualifications:

State of Arizona-Registered Sanitarian #1098 _____

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

- 1) Javier Barraza, 462 N. Ismael Solorio CT, San Luis, AZ, 85336, (928) 246-8087 _____
- 2) Arturo Alvarez, 14610 S. Somerton Avenue, Somerton, AZ, 85350, (928) 257-2697 _____
- 3) Francisco Sanchez, 2647 S. 47th Avenue, Yuma, AZ, 85364, (928) 941-0662 _____

George Amaya _____ 12/20/2024 _____
Applicant Signature **Date**

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

Notice: In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Edrel Silva Date: 6 Jan 2025

Residence Address: 4696 E Hoyos street 85349 Home Phone: 719 246 4631

Mailing Address: Edrel.silva.es@gmail.com Alternate Phone: _____

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live within the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis Nation Years Resided in Arizona 5

List three Boards and/or Commissions you are interested in serving on:

- 1) Economic Development
- 2) _____
- 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

Professional development, Networking, Community engagement

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

2-3 days per week, 3-6 hrs per day

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low		High			

School	Degree	Year
Colorado Technical University	Business Admin - Project Management	2024
Colorado Technical University	Business Admin - PM	2026

Work Experience:

Company	Position	Dates
EOS Custom Coatings	Owner	2020 - Current
U.S Army		2008 - 2019

Civic Involvements:

Organization	Position	Dates
San Luis Youth Center	Volunteer	2021
UNICEF Boys orphans	U.S Army Volunteer	2015

Additional Qualifications:

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

- 1) Edgar Juarez 929 920 5591
- 2) Gloria Torres 920 304 2808
- 3) Hector Robles 801 721 6225



6 Jan 2025
Date

Notice: In accordance to the San Luis City Code, Chapter 2, Section 2-4-0, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Code, call (920) 341-0520.

Edrel Silva

Yuma, Arizona 85365

Project Manager

719-246-4633

Edrel.silva.es@gmail.com

Summary

Construction professional and Army Veteran with over 14 years of proven leadership skills in planning, developing, and managing projects, to include equipment and personnel in various environments. Extensive training and skill set in directing and coordinating projects, ensuring that the company meets timely, regulatory, budget, and compliance requirements. As result, the delivery of quality services that promote customer satisfaction and relations.

Education

Master of Business Administration – Project Management (MBA-PM) Sept 2024 – Current

The Master of Business Administration with a concentration in Project Management (MBA-PM) is designed to provide the tools, techniques, and the opportunity to develop the skills needed to effectively manage projects. This program integrates business foundation courses with the theory and the practice of project management by developing proficiency in decision-making, program and portfolio management, business tools and techniques, and the principles and skills of project management.

Bachelor of Business Administration – Project Management (BSBA-PM)

The Bachelor of Science in Business Administration with a concentration in Project Management provides a total approach to general business matters, balanced with project management standards and skills. The program allows students to apply project management across various business disciplines.

Experience

Project Manager, EDS Custom Coatings, LLC

2020-2022, 2024 - Current

Plans, develops, and coordinates project operations, to include project cost and scheduling. Oversees project scope, timelines, budget, and contracts, resulting in the successful completion of over 250 residential and commercial painting projects. EDS Custom Coatings was voted as Yuma's Best Painting Company in 2020, 2021 while assigned as Project Manager.

Concrete Pump Operator- Class A CDL, Rusin Concrete

2022-2023

Responsible for the safe operation of a concrete pump truck driving to and from the jobsite, operation of the pump, maintaining equipment clean and operational. Concrete Pump Operators are expected to be a professional representative of the Company that can communicate with customers in a skilled, responsible manner.

Maintained all licenses, documents, and testing as required by the State to operate equipment. When needed, operated a 36 Ton capacity boom crane to load and unload concrete foundation crates weighing over 1 Ton each. Secured loads for transport and set foundation crates according to

Edrel Silva

Yuma, Arizona 85365

Project Manager

719-246-4633

Edrel.silva.es@gmail.com

the client's specifications and architectural designs. Maintained inventory and maintenance reports of assigned equipment utilizing Company programs.

Regional Risk Manager, Nexus Services

Jan-May 2020

Nexus Services offers legal support, immigration bond securitization, advocacy, and charitable services for detainees, with a special focus on the Immigration population. Responsible for Loss and Prevention reports involving clients who may need attention or home visits; develops intra-state travel plan and route schedule for program compliance and scheduled Immigration appearances.

Works with the Director of Risk Management and Breach manager to plan and oversee home visits. Makes sound decisions according to Company policies, laws and regulations, while managing humanitarian needs to support diverse cultural groups.

United States Army

2008-2019

Technical And Information Support Company, 10th Special Forces Group

Operations Manager for an Army Special Forces Company consisting of over 120 Special Operations personnel. Responsible for documenting and maintaining administrative records; updating personnel profiles consisting of awards, evaluation reports and advanced schooling. Management of individual training records to meet the Army-wide organizational requirements.

Selected as the organization's Sexual Harassment and Assault Response Program (SHARP) and Equal Opportunity (EO) Program Representative. Facilitated numerous training forums to meet Army-wide requirements focused on improving the military culture, resulting in zero incidents during the period of assignment.

Facility Manager for company headquarters building. Responsibilities include Building Environmental Officer, Building Energy Manager, Hazardous Substances Manager, and Army Barracks Program Manager.

82nd Chemical Reconnaissance Detachment, 10th Special Forces Group

Team Leader for a Special Operations Response team supporting Chemical, Biological, Radiological and Nuclear Reconnaissance and Surveillance to meet the organization's intent and objectives according to their geographical location. Provides tactical and technical knowledge in toxic chemicals and materials, as well as Exploitation and analysis support.

Deputy Director for the Joint Theater Forensics Analysis Center (JTFAC), processing over 80 cases comprising of explosive samples, latent fingerprints, chemistry analysis, document and media exploitation, and biometric collections and data base enrollment. Developed training plan and schedule to support Partner-Nation Special Operations Forces and Law Enforcement Agencies on evidence collection, detainee handling, and laboratory exploitation techniques.

Edrel Silva

Yuma, Arizona 85365

Project Manager

719-246-4633

Edrel.silva.es@gmail.com

Contributed over 150 hours of volunteer time to the Boys Orphanage in Djibouti, Africa. Selected for Camp Lemonier's U.S Soccer team. Assisted in the planning and development of a monthly Soccer tournament structure consisting of our International Allies. Helped strengthen political ties between U.S, Djiboutian, and Partner Nations populations.

Skills, Licenses, and Certifications

- *Spanish/English bilingual*
- *Arizona Class A Commercial Driver's License (CDL)*
- *Arizona Registrar of Contractors Licensed Contractor CR-34 Painting and Wall Coverings*
- *American Heart Association Program*
 - *First Aid*
 - *CPR*
 - *AED*
- *John F. Kennedy Special Warfare Center and School*
 - *Exploitation Analysis*
 - *Technical Exploitation*
 - *SOF Site Exploitation*
- *Hazardous Materials (HAZMAT)*
 - *Technical Escort*
 - *Confined Space Operations*
 - *Awareness/Operations/Technician Level*
- *U.S Army Sexual Harassment and Response Program Coordinator*
- *Equal Opportunity Representative*

Activities

Volunteered for the San Luis Youth Center - Boxing Program. Encouraged local youth to develop healthy living habits and activities. EDS Custom Coatings sponsored local Professional Boxers developed at this community program.

Volunteer for Yuma Union High School District - San Luis High School Wrestling Assistant Coach 2020-2021.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 12/10/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding renewal of the Lease Agreement with Gemini Property Holdings, Inc. for the San Luis Police Department Substation located in East San Luis. **(Nigel Reynoso, Chief of Police)**

SUMMARY:

The original lease agreement was from June 1, 2023, to May 31, 2026, with a monthly payment of \$2,500.00, plus utilities. The lease agreement stipulated that the City must exercise the option to renew the lease by February 27, 2026, for a new monthly payment of \$3,000.00. The rent includes the two (2) 6,000-square-foot lots the building sits on, for a total of 12,000 square feet. The renewed lease will commence on June 1, 2026, for an additional three years, with the option to extend for an additional three years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE RENEWAL OF THE LEASE AGREEMENT WITH GEMINI PROPERTY HOLDINGS, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$108,000 for 3 Years or
\$36,000 per year

BUDGETED AMOUNT: See fiscal impact statement

AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement

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

Funds were budgeted this fiscal year at \$2,500 per month until May 2026, then \$3,000 for the month of June 2026 for the remainder of the lease agreement in the total amount of \$30,500.00. Funds will be requested next fiscal year in the amount of \$36,000.00 for the annual lease amount of \$3,000 per month.

Attachments

Lease Agreement

Current Photos of Substation

Az Corp Comm Filing for Gemini

Assessor's Parcel Information

Assessor's Parcel Information



COMITE DE BIEN ESTAR



LEASE AGREEMENT

This lease agreement ("Lease") is made, between

<p>Comite de Bien Estar, Inc. a domestic nonprofit corporation organized under the laws of Arizona, having its principal office at 963 East B Street San Luis, Arizona, and its mailing address of: P.O. Box 7170 San Luis, Arizona 85349 ("CDB"), and</p>	<p>the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative office at San Luis City Hall 1090 East Union Street San Luis, Arizona, and its mailing address of P.O. Box 1170 San Luis, Arizona 85349 ("CITY").</p>
---	---

CDB and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

- A. The CITY is a municipal corporation vested with all the powers to lease by A.R.S. § 9-240(8)(1) and A.R.S. § 9-241.
 - B. The CITY is developing a permanent police station at East Community Park and Fire Station 2 on County 24th Street, but it may be a few years before it is completed.
 - C. The CITY would benefit from having a temporary police station to serve the eastern portion of the city near the East Community Park and Fire Station 2.
 - D. CDB is willing to make its building and land surrounding it near the area of County 24th Street available to the CITY for a reasonable lease rate.
- In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Lease, the Parties agree to the following.

SECTION ONE. LEASED PREMISES

CDB leases to CITY and CITY hires from CDB for Lease Term, at the rental rate and upon the covenants and conditions set forth below in this Lease, the premises subject to this Lease more particularly described as lots 370 and 371 in the Bienestar 98, Subdivision, which are designated by the Yuma County Assessor as APN 777-60-370 and APN 777-60-37, the lots (parcels) straddle Rachel Dodge Avenue and Avenue F, commonly known at the addresses of 293 Rachel Dodge Avenue and 285 Rachel Dodge Avenue, in San Luis, Yuma County, Arizona, which premises consist of two lots of real property totaling approximately twelve thousand square feet (12,000 sq. ft.) upon which a building sits of approximately two thousand five hundred square feet (2,500 sq. ft), (the "Leased Premises").

SECTION TWO. TERM

The term of this Lease shall be for a period of three (3) full years commencing on June 1, 2026, and ending on May 31, 2029, plus any renewal term exercised under SECTION FOUR of this Lease ("Lease Term").

SECTION THREE. RENTAL

CITY shall pay CDB without prior notice, or demand, as rent in advance, on the first day of each month during the Lease Term, \$3,000.00 per month.

SECTION FOUR.

OPTION TO RENEW

CITY shall have the option to extend the term of this Lease for a total of one (1) additional three-year (3-year) term following the expiration of the initial term as provided in SECTION THREE. CITY shall exercise its option by giving written notice of the exercise of the option to CDB no later than Friday, February 27, 2029. The monthly rent for the extended term shall be at \$3,500.00. The additional term shall expire on May 31, 2032, unless earlier terminated.

SECTION FIVE.

USE

It is the intention that the CITY will use the Leased Premises as a temporary second police station.

SECTION SIX.

UTILITIES

The CITY shall pay or provide for all water, sewage removal, solid waste collection, electricity, telephone, internet, janitorial, and all other materials and services which may be furnished to or used in or about the Leased Premises during the Lease Term.

SECTION SEVEN.

TAXES

CDB shall continue to pay the real property taxes on the Leased Premises and continuing for the entire Lease Term, discharged promptly as the same become due and before delinquency, all taxes, assessments, levies, excise or imposts, liens whether general or special, ordinary or extraordinary, imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of ownership of the Leased Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises or any part of the Leased Premises, or upon the leasehold or the estate created by this Lease, or upon CDB solely by reason of its ownership of the Leased Premises, including but not limited to any license or privilege fee or tax based or measured. CDB shall make all payments of all the sums required by law for the property directly to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by the operation of law for their nonpayment.

SECTION EIGHT.

INSURANCE AND WAIVER OF SUBROGATION

A. CDB shall maintain, as the minimum coverage required of it by this Lease, a policy or policies of fire and property damage insurance in so-called "fire and extended coverage" policies and forms, insuring CDB against loss of rents and from physical damage to the building and other site permanent improvements or permanent fixtures for a period of not less than twelve (12) months per year starting June 1 of every year, for the Lease Term as defined in SECTION FOUR with coverage of not less than one hundred percent (100%) of the full replacement value of the building and improvements. CDB may elect to have additional insurance.

B. CDB shall not be required to cause such insurance to cover any personal property, movable fixtures, or movable improvements belonging to the CITY on the property during the Lease Term.

C. The CITY shall inform CDB in writing of any permanent fixtures it intends to install or permanent improvements it intends to make so that CDB may adjust its insurance coverage accordingly.

D. The CITY shall be solely responsible for any insurance coverage for its personal property, movable fixtures, or movable improvements on the Leased Premises during the

Lease Term as defined in SECTION FOUR.

E. The CITY shall secure and maintain at its own expense during the Lease Term general liability coverage of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) in the aggregate. The coverage of CITY's general liability insurance shall be in addition to any carried by CDB.

F. The parties to this Lease release each other, and their respective agents, employees, and contractors, from any claims for injury to any persons or damage to property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of such damage, but only to the extent such claims are covered by such insurance. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the Insured to recover under such policies. Each party shall cause each insurance policy obtained by it to provide that the Insurance company waives all rights of recovery by way of subrogation against either party in connection with any damage covered by such policy so long such waiver is available without unreasonable additional cost.

SECTION NINE.

CONDITION OF PREMISES

A. CITY shall maintain and keep the interior and exterior of the Leased Premises and every part of the Leased Premises and all appurtenances, in good condition and repair during the Lease Term, damage by fire, wind, earthquake, acts of God or the elements excepted.

B. CDB shall reasonably maintain the foundations, exterior walls, masonry, roof, plumbing fixtures, air conditioning systems, or any other structural maintenance performed by property owners pursuant to SLCC § 15.10.060, International Property Maintenance Code.

SECTION TEN.

COMPLIANCE WITH LAWS

A. CITY shall not commit or permit to be committed any waste upon the Leased Premises and shall not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law. With respect to the CITY's use and occupancy of the Leased Premises, the CITY shall comply with all laws, ordinances, orders, and regulations of all governmental authorities, including the final judgment of a court of competent jurisdiction in any action or proceeding against CITY.

B. CDB shall abide by all laws as lessor and property owner.

C. This Lease is subject to cancellation for conflict of interest under A.R.S. § 38-511.

SECTION ELEVEN.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the Leased Premises shall be demolished or removed by the CITY without the prior, express, and written consent of CDB, may at any time during the Lease Term, subject to the conditions set forth below and at the CITY's own expense, make any alterations, additions, or improvements in and to the Leased Premises which includes the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength or lessen the value of the building on the Leased Premises.

B. Before commencement of any work, all plans and specifications shall be filed with and approved by all government departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost five thousand dollars (\$5,000) or more shall be submitted to CDB for written approval prior to commencing work.

C. All permanent fixtures and permanent improvements on or in the Leased Premises after the commencement of the Lease Term that may be installed during the Lease Term shall become part of the Leased Premises and the sole property of CDB, except that all movable Fixtures, movable Improvements, or personal property installed by the CITY shall be and remain the

property of the CITY.

SECTION TWELVE.

LIENS

CITY shall keep the Leased Premises and buildings of which the Leased Premises are apart, free and clear of any liens and shall indemnify and hold harmless CDB from any liens and encumbrances arising out of any work performed or materials or labor furnished by or at the direction of CITY.

SECTION THIRTEEN.

ASSIGNMENT AND SUBLETTING

CITY shall not sublet or assign any portion or interest in this Lease without first obtaining the written consent of CDB and CDB has One hundred and twenty (120) days right to terminate the lease without cause as set forth in section 15 if CDB does not consent.

SECTION FOURTEEN.

INDEMNIFICATION

Each Party shall indemnify and hold harmless the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action liability, costs, or expense (including attorneys' fees, witness costs, and expert charges) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

SECTION FIFTEEN.

DEFAULT TERMINATION

- a) Should CITY at any time default in payment of the Rent, then CDB, after 7 days' written notice to CITY may proceed with CDB remedies as provided by Arizona Law to terminate this Lease and reobtain possession of the Leased Premises, together with CDB reasonable costs or expense in so doing, with interest at rate of 12% per annum from the due date of the Rent until repaid.
- b) Should CITY default in the performance of any of CITY's covenants', agreements or obligations under this Lease, other than in the payment of Rent, and should any such default continue for 30 days after written notice from CDB, or should CITY vacate or abandon the Leased Premises, CDB may after the expiration of the 30 days, proceed with CDB remedies as provided by Arizona Law to terminate this Lease and reobtain possession of the Leased Premises, together with CDB reasonable costs or expense in so doing, with interest at rate of 12% per annum until repaid.
- c) Notwithstanding, the provisions in Section 15 (a) and (b) above, either the CITY or CDB upon written notice to the other may terminate this Lease at any time without cause upon 120 days advance written notice to the other party.

SECTION SIXTEEN.

ATTORNEYS' FEES

Should either Party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to a reasonable amount for attorney's fees, costs of court, witnesses, and experts.

SECTION SEVENTEEN.

DESTRUCTION

In the event of total or partial destruction of the Leased Premises during the Lease Term from any cause covered by insurance then in full force and effect, CITY immediately shall give written notice of such destruction to CDB and CDB shall to the extent of such insurance proceeds promptly repair the same, provided such repairs can be made within -one hundred and eighty (180) days after such destruction, but such partial destruction shall in no way annul or void this Lease. If such repairs are not so insured or cannot be made within - One hundred and eighty {180} days of the date of such destruction, this Lease may be terminated at the option of either party upon 30 days' written notice to the other Party. CITY and CDB

waive the provisions of the Arizona Revised Statutes that contradict this SECTION SEVENTEEN.

SECTION EIGHTEEN.

HOLDING OVER

Any holding over after the expiration of the Lease Term by CITY with the consent of CDB shall be deemed to be a tenancy from month to month and except for the term of such tenancy shall be on the same terms and conditions specified in this Lease, as far as are applicable.

SECTION NINETEEN.

SALES OF PREMISES

In the event of a sale or conveyance by CDB of CDB's interest in the Leased Premises, CDB shall be released from any future liability under this Lease, with the successor in interest to CDB to be solely liable to the CITY.

SECTION TWENTY.

NOTICE

All notices or demands of any kind required or desired to be given by CDB or CITY under this Lease shall be in writing and validly given if delivered or refused delivery to the City Clerk for the City or to the Statutory Agent for CDB by personal delivery, by United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to mailing address in the first paragraph, or by any commercially reasonable means of receipted delivery..

SECTION TWENTY-ONE.

NO WAIVER

No covenant, term or condition, or breach of this Lease shall be deemed waived, except by written consent of CDB and the CITY, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any covenant, term, or condition except as to the rent payment accepted.

SECTION TWENTY-TWO.

MISCELLANEOUS

A. The captions of the sections and paragraphs contained in this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision of this Lease.

B. All of the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties to this Lease and their heirs, executors, administrators, successors, and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the Leased Premises other than as provided for in this Lease.

C. This Lease shall be governed and interpreted solely by the laws of Arizona. The venue shall be in a court of competent jurisdiction in Yuma County, Arizona.

D. Time is of the essence of this Lease and each provision of this Lease.

E. There are no third-party beneficiaries to this Lease, and no person or entity who is not a Party shall have any right or cause of action under this Lease.

F. It is not intended by this Lease to, and nothing contained in this Lease, shall create any agency, partnership, joint venture, or other similar arrangement between the Parties. The relationship is of lessor and lessee.

G. CDB represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under Arizona laws. CDB and the CITY warrant to each other that the individuals executing this Lease on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

H. This Lease constitutes the entire Agreement between the Parties pertaining to the subject matter of this Lease. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded, and merged in this Lease.

I. This Lease This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages may all be attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

SECTION TWENTY-THREE.

EMERGENCY REPAIRS

The Landlord shall be responsible for promptly addressing and completing all emergency repairs necessary to protect the safety of the premises and prevent further damage, including but not limited to structural elements, major building systems, and common areas. Upon receiving notice of an emergency from the Tenant, the Landlord shall respond within 12 hours and commence necessary repairs as soon as reasonably possible thereafter.

The parties have executed this Lease Agreement in Yuma County, Arizona the day and year first set forth above.

Attest:

City of San Luis, Arizona

Sonia Cornelio, City Clerk

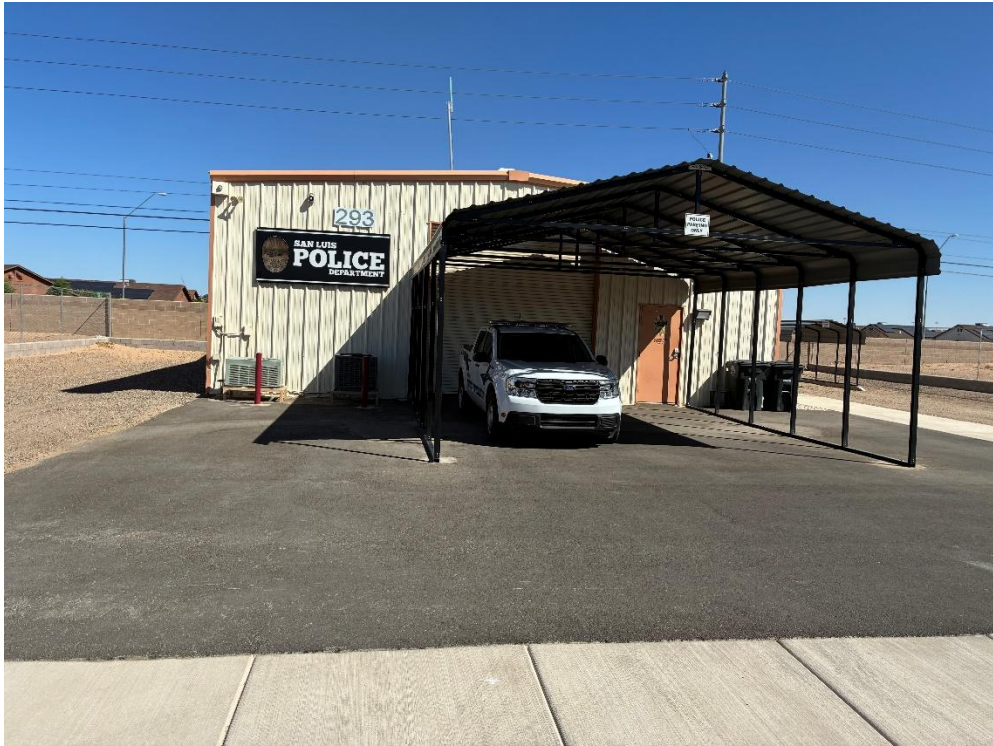
Nieves Riedel, Mayor

Comite de Bien Estar, Inc.

Approved As to Form:

Marco Antonio Reyes, Executive Director

Kay Marion Macuil, City Attorney







ENTITY INFORMATION

Search Date and Time: 4/30/2023 3:49:43 PM

Entity Details

GEMINI PROPERTY HOLDINGS, INC.	Entity Name:
11239073	Entity ID:
Domestic Nonprofit Corporation	Entity Type:
Active	Entity Status:
3/22/2004	Formation Date:
In Good Standing	Reason for Status:
3/22/2004	Approval Date:
3/22/2004	Status Date:
3/22/2004	Original Incorporation Date:
Perpetual	Life Period:
Other - OTHER	Business Type:
2023	Last Annual Report Filed:
Arizona	Domicile State:
4/22/2024	Annual Report Due Date:
	Years Due:

4/26/2004

Statutory Agent Information

Name:

BARRY L OLSEN

Appointed Status:

Active

Attention:

Address:

101 E 2ND ST , YUMA, AZ 85364, USA

Agent Last Updated:

4/6/2023

E-mail:

Attention:

Mailing Address:

County:

Yuma

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	MARCO ANTONIO REYES		PO BOX 7170, SAN LUIS, AZ, 85349, Yuma County, USA	3/24/2004	4/17/2019
CFO (Chief Financial Officer)	Palmira Ramirez		PO BOX 7170, SAN LUIS, AZ, 85349, Yuma County, USA	1/1/2020	4/15/2020

Page 1 of 1, records 1 to 2 of 2

Address 

Attention: Palmira Ramirez

Address: 963 E B STREET, SAN LUIS, AZ, 85349, USA

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

County: Yuma

Last Updated: 4/6/2023

Entity Principal Office Address

Attention:

Address:

County:

Last Updated:

Back

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Account Information

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- [Owner Information](#)
- [Sale History](#)
- [Assessment History](#)
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- [Estimate Taxes](#)
- [Tax Detail Information via Eagle Treasurer](#)
- Account Detail**
- [Land](#)
- Transfers**
- [2008025973](#)
- [2005008459](#)

Account: R0085989

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Location & Remarks		Owner Information		Assessment History	
Situs Address 293 N RACHEL DODGE AVE		Owner Name GEMINI PROPERTY HOLDINGS INC AZ		Full Cash Value (FCV) \$40,000	
City SAN LUIS		CORP		Limited Property Value (LPV) \$38,001	
ZipCode 85349		Owner Address PO BOX 7170		Primary Assessed \$5,400	
Tax Area 1110 - 11010		SAN LUIS, AZ 85349		Secondary Assessed \$8,000	
Parcel Number 777-80-370					
Legal Summary (Note: Not to be used on legal documents) Subdivision: BIENESTAR EST 9B Lot: 370 Section: 09 Township: 11S Range: 24W					
				Tax Area: 1110 Primary Rate: 9.3312	
				Secondary Rate: 3.2520	
Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed	
2.01.E	\$40,000	\$38,001	\$5,400	\$8,000	

Transfers		
Sale Date	Sale Price	Doc Description
02/28/2005	\$0	WARRANTY DEED
08/28/2008	\$37,485	WARRANTY DEED

Tax History	
Tax Year	Taxes
*2024	\$713.44
2023	No Tax Values

* Estimated

Images

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Account Information

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- [Tax Detail Information via Eagle Treasurer Attachment\(s\)](#)
- [Account Detail](#)
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- [Commercial](#)
- [Extra Feature](#)
- [Transfers](#)
- [2008025976](#)
- [2005008459](#)

Account: R0085990

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Location & Remarks		Owner Information		Assessment History											
Situs Address 285 N RACHEL DODGE AVE		Owner Name GEMINI PROPERTY HOLDINGS INC AZ		Full Cash Value (FCV) \$104,375											
City SAN LUIS		CORP		Limited Property Value (LPV) \$95,390											
ZipCode 85349		Owner Address PO BOX 7170		Primary Assessed \$16,216											
Tax Area 1110 - 11010		SAN LUIS, AZ 85349		Secondary Assessed \$17,744											
Parcel Number 777-60-371				Tax Area: 1110 Primary Rate: 9.3312											
				Secondary Rate: 3.2520											
Legal Summary (Note: Not to be used on legal documents) Subdivision: BIENESTAR EST 9B Lot: 371 Section: 09 Township: 11S Range: 24W				<table border="1"> <thead> <tr> <th>Legal Class</th> <th>FCV</th> <th>LPV</th> <th>Primary Assessed</th> <th>Secondary Assessed</th> </tr> </thead> <tbody> <tr> <td>1.12</td> <td>\$104,375</td> <td>\$95,390</td> <td>\$16,216</td> <td>\$17,744</td> </tr> </tbody> </table>		Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed	1.12	\$104,375	\$95,390	\$16,216	\$17,744
Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed											
1.12	\$104,375	\$95,390	\$16,216	\$17,744											

Transfers		
Sale Date	Sale Price	Doc Description
02/28/2005	\$0	WARRANTY DEED
08/28/2008	\$37,485	WARRANTY DEED

Tax History		Images	
Tax Year	Taxes	Photo	Sketch
*2024	\$2,079.52	<input type="button" value="Photo"/>	<input type="button" value="Sketch"/>
2023	No Tax Values	<input type="button" value="GIS"/>	

* Estimated





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 12/10/2025
Department Head: Nigel Reynoso, Chief of Police, Police Department
Submitted By: Michelle Boucher, Police Administrator, Police Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase one (1) fully marked and equipped new 2026 Ford Explorer using Arizona Department of Public Safety Local Border Support Grant budgeted funds. **(Nigel Reynoso, Chief of Police)**

SUMMARY:

Purchase of Vehicles

The City of San Luis Police Department is seeking approval for the purchase of one (1) new 2026 Ford Explorer. The new vehicle will be assigned to the San Luis Police Department Patrol Division in order to replace vehicles over 10 years old or over 100,000 miles, and is scheduled to be decommissioned. The funds for the purchase of this vehicle were approved as Fiscal Year 2025-2026 Capital Projects Grant Funds. The vehicle will be purchased from Peoria Ford, which holds the Arizona state contract #CTR059322 and has provided a bid of \$50,096.85, including tax, for the vehicle.

Purchase of Equipment to up-fit Vehicles

The explorer will be fully equipped and marked by Waltz Outfitting using City of Chandler contract #PD5-055-4859, which provides a cost reduction from the state dealership contract. The quotes provided to fully equip the new vehicle will total \$32,384.08.

Total Purchase

The total purchase amount for the vehicle and the equipment will be \$82,480.93.

San Luis City Code-Purchasing

The equipping and marking of the vehicle comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Chandler contract #PD5-055-4859 for the equipping of the vehicles and Arizona State Contract #CTR059322 for the purchase of the vehicle.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ONE (1) NEW 2026 FORD EXPLORER, TO APPROVE THE MARKING AND EQUIPPING OF THE VEHICLE FOR A TOTAL AMOUNT NOT TO EXCEED \$90,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$82,070.15
BUDGETED AMOUNT:	\$82,070.15
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000

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

The total amount to purchase the new vehicle will be \$82,070.15. Fiscal Year 2025-2026 budgeted amount was included within the grant amount of \$956,478.50.

Attachments

Peoria Ford Quote

Waltz Outfitting Quote

Peoria Ford State Contract

Waltz City of Chandler Contract

PFVT MOTORS, LLC.

9130 West Bell Road
 Peoria, AZ 85382
 Wesley Boswell
 Government Account Team
 Direct: 480-696-5930



Quote

Date	7/10/2025
Valid Until	7/15/2025
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:
San Luis Police Department Lieutenant Emmanuel Botello ebotello@sanluisaz.gov (928) 919-0043 Ford FIN: QM449

Invoice Address:
1030 E. Union St. San Luis, AZ 85349

Delivery Address:
1030 E. Union St. San Luis, AZ 85349

Customer unit number	Description	MSRP	Line Total
	2026 Explorer Interceptor (K8A) - Police Inter Utility AWD		\$48,950.00
K8A0 POLICE INTER UTILITY AWD .119 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH BUCKETS/VINYL REAR SEATS ONYX INTERIOR EQUIPMENT GROUP 500A .FM STEREO 3.3L TI-VCT V6 ENGINE 10-SPEED AUTO TRANSMISSION	FORD FLEET SPECIAL ADJUSTMENT 50 STATE EMISSIONS DRIVER SIDE LED SPOT LAMP SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY		
	Phase 1 discount applied 8.99% DIO: Window tint, 2 additional keys 4 total, Delivery		-\$4,400.61 INCLUDED
	Ford Destination & Delivery		\$1,695.00
	Subtotal		\$46,244.40
	Sales Tax 8.10%		\$3,745.80
	Tire Tax 5		\$11.65
	Extended Warranty		\$0.00
	Flooring		\$0.00
	Freight / Delivery		\$95.00
	Docs & Registration		\$0.00
	Total Per Unit		\$50,096.85
	Quantity of Units		1
	PO Total		\$50,096.85

Special Notes and Instructions
Unit(s) will be ordered once approved Vehicle Registration not included

Signature _____
 Print Name _____
 Date _____

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
 480-696-5930 - wesley.boswell@governmentautosales.com



Waltz Outfitting LLC
 449 South 48th St. #105
 415 S 48th St. #111
 Tempe, AZ 85281
 (602) 502-0099
 david@waltzof.com
 waltzof.com

Estimate #1380

Created: 11/14/2025 at 9:43AM
 Payment Term: Net 30
 Service Writer: David White
 PO #: 2026-00000322

San Luis PD
 1030 Union Street
 San Luis, AZ 85349
 ebotello@sanluisaz.gov

2025 Ford Explorer Police Interceptor
 VIN: 1FM5K8AB8SGA30495

Customer Comments

City of Chandler Contract: PD5-055-4859

Customer Supplied Equipment:

Motorola APX 6500 Remote Head Radio Kit

760-870 MHz Antenna with Coax Cable / Part # HAF4013A

Coax Cables / Part # NMOKHFUD

TNC Male RG58 Connectors / Part # 031-2367-RFX

LTE Antenna / Part # BMLPVMB

Low Profile GPS Antenna / Part # GPS-NMO

Labor and Shop Supplies

Description	Price	QTY	HRS	Subtotal
Labor: EVT Certified Labor			80	\$7,200.00
Part: Shop Supplies	\$250.00	1		\$250.00
Part: Shipping and Handling <i>Shipping and Handling</i>	\$800.00	1		\$800.00
			Estimated Tax (8.1%): \$85.05	Total: \$8,335.05

Lightbar

Description	Price	QTY	Disc	Subtotal
Part: WLN-LEGACY DUO CORE BUNDLE <i>Part #: LEGACY DUO-DUO WCX CORE BUNDLE:</i> <i>Bundle Includes:</i> <i>Legacy Bar with strap kit</i> <i>CenCom CORE with CAN port</i> <i>CORE Controller</i> <i>Scanport OBD2 Install Kit</i>	\$9,290.00	1	65%	\$3,251.50
Part: WLN-EB2DEDE <i>Part #: EB2DEDE</i> <i>WCX Series DUO LED lightbar, 54"</i>		1		\$0.00
Part: WLN-MKAJ105 <i>Part #: MKAJ105</i>		1		\$0.00



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Lightbar				
<i>vehicle specific mounting kit for PIU</i>				
Part: WLN-CLBV2V Part #: CLBV2V CLBV2V, Vehicle to vehicle sync module, in lightbar	\$371.00	1	35%	\$241.15
Discount (63.85%): (\$6,168.35)		Estimated Tax (8.1%): \$282.90		Total: \$3,775.55

Front of Vehicle Lighting and Equipment				
2 RBW TION Front of Bumper, 2 Side				
Siren Speakers Mounted to Bumper Cross Rail				
OEM WigWag Headlight Flash				
Description	Price	QTY	Disc	Subtotal
Part: WLN-CEM16 Part #: CEM16 16-Output Expansion Module	\$292.00	1	35%	\$189.80
Part: KDBCO-COREHEXP16L Part #: COREHEXP16L Expansion Harness for CEM16	\$146.00	1	10%	\$131.40
Part: PROGARD-PB47UINT20HD Part #: PB47UINT20HD Pro-Gard HD Push Bumper	\$660.00	1	20%	\$528.00
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	4	35%	\$574.60
Part: WLN-SA315P Part #: SIREN SPEAKER - BLACK 1- SAK1 UNIVERSAL SPEAKER MOUNT INCLUDED	\$465.00	2	35%	\$604.50
Part: WLN-SAK1 Part #: SAK1 Siren Speaker Universal Bracket		2		\$0.00
Part: WLN-ARGES2 Part #: ARGES2 ProFocus Arges Spot/Flood Light	\$912.00	1	35%	\$592.80
Part: WLN-ARGCH1 Whelen Agres Control head	\$352.00	1	35%	\$228.80
Part: WLN-ARG50D Part #: ARG50D Driver Fender Mount - PIU	\$116.00	1	35%	\$75.40
Discount (31.84%): (\$1,366.70)		Estimated Tax (8.1%): \$236.95		Total: \$3,162.25

Side of Vehicle Lighting				
Description	Price	QTY	Disc	Subtotal



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Side of Vehicle Lighting				
Part: WLN-U18050 Part #: U18050 PI SUV 20-25 U-Series Mounts (Pair)	\$35.00	1	35%	\$22.75
Part: WLN-U180JC Part #: U180JC U-Series 180* Super-LED Red/Blue/White	\$330.00	2	35%	\$429.00
Discount (35%): (\$243.25)		Estimated Tax (8.1%): \$36.59		Total: \$488.34

Rear of Vehicle Lighting				
2 IONs Mounted to Spoiler				
2 Mounted on Rear Hatch, Left and right of license plate				
Mini IONS - Downfire				
Vertices Mounted in OEM Taillamp Housing				
Description	Price	QTY	Disc	Subtotal
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	2	35%	\$287.30
Part: KDBCO-KDBTSPOL Part #: KDBTSPOL T-ION Under Spoiler Bracket	\$17.00	2	10%	\$30.60
Part: WLN-TSS0JC Part #: TSS0JC ION T-Series Linear TRIO Red/Blue/White	\$221.00	2	35%	\$287.30
Part: WLN-TMSOJ Part #: TMSOJ Mini T-Series Linear DUO Red/Blue	\$158.00	2	35%	\$205.40
Part: WLN-VTX609B Part #: VTX609B Vertex LED hideaway lights, blue	\$158.00	2	35%	\$205.40
Part: WLN-VTXADAPT Part #: VTXADAPT Twist-In Adapter	\$16.00	2	35%	\$20.80
Part: SNDOFF-ETFBSSN-P Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	\$108.00	1	40%	\$64.80
Discount (34.82%): (\$588.40)		Estimated Tax (8.1%): \$89.23		Total: \$1,190.83

Officer Area Equipment				
Idle Security on Switch on center console - 2 Position On-Off				
Description	Price	QTY	Disc	Subtotal
Part: MMSU-1	\$40.00	2	10%	\$72.00



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Officer Area Equipment				
Part #: MMSU-1 Magnetic Mic Clip				
Part: HAV-DS-GTC-311-3 Part #: DS-GTC-311-3 Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections	\$1,226.00	1	20%	\$980.80
Part: HAV-DS-DA-413 Part #: DS-DA-413 Screen Support For DS-GTC-3X0 Series Docking Stations	\$96.00	1	20%	\$76.80
Part: HAV-LPS-116 Part #: LPS-116 Power Supply for use with DS-GTC-210 Series, DS-GTC-310 Series, DS-GTC-410 Series, and DS-GTC-510 Series Docking Stations	\$264.00	1	20%	\$211.20
Part: LPS-211 Part #: LPS-211 Havis: Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles - Mount a power supply or USB hub directly to your docking station or cradle with this versatile bracket - Compatible with LIND and Getac power supplies	\$45.00	1	20%	\$36.00
Part: KUSTOMSIG-3003 Part #: 3003 Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	\$3,381.00	1		\$3,381.00
Part: KUSTOMSIG-3014 Part #: 3014 Eagle 3 Insulated Heat Shield Kit p/n 050-0036-00	\$48.75	1		\$48.75
Part: HAV-C-VS-1012-INUT-2 Part #: C-VS-1012-INUT-2 Havis 22" Angled Console for PIU	\$676.00	1	20%	\$540.80
Part: HAV-C-EB40-CCS-1P Core Equipment Bracket		1		\$0.00
Part: HAV-C-EB25-XTL-1P APX6500 Equipment Bracket		1		\$0.00
Part: HAV-CUP2-1004 Part #: CUP2-1004 4" Internal Adjustable Beverage Holder	\$67.00	1	20%	\$53.60
Part: HAV-C-ARM-102 Part #: C-ARM-102 Side Mount Armrest	\$103.00	1	20%	\$82.40
Part: HAV-C-AP-0325-1 Part #: C-AP-0325-1 3" Accessory Pocket	\$53.00	1	20%	\$42.40



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Officer Area Equipment				
Part: HAV-C-LP2-USB-BL2 Part #: C-LP2-USB-BL2 2 Lighter Plug,1 USB-C & USB Dual Port Charger	\$169.00	1	20%	\$135.20
Part: HAV-C-MCB Part #: C-MCB Havis Mic Clip Bracket	\$20.00	1	20%	\$16.00
Part: HAV-C-MD-119 Part #: C-MD-119 11" Slid out Locking Arm w/ Motion Device	\$379.00	1	20%	\$303.20
Part: STNA-GK20041UHK Part #: GK20041UHK Dual T-RAIL Weapon Lock System w/ 1 Universal XL Lock	\$409.00	1	15%	\$347.65
Part: HAV-C-EB40-WSB-1P Part #: C-EB40-WSB-1P Arges Equipment Bracket		1		\$0.00
Part: HAV-C-FP-15 Part #: C-FP-15 1 1/2" Filler Plate		1		\$0.00
Part: HAV-C-FP-1 Part #: CF-FP-1 Havis 1" Black Faceplate		1		\$0.00
Discount (9.82%): (\$688.95)		Estimated Tax (8.1%): \$512.55		Total: \$6,840.35

Prisoner Area Equipment				
Description	Price	QTY	Disc	Subtotal
Part: PROGARD-P1300UINT20AOSB Part #: P1300UINT20AOSB Single Compartment, Pro-Cell, 1/3 Partition, ☒ w/Passenger Side Only Outboard Seat Belts ☒ Includes:1/3 Full Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Passenger Side Door Panel Poly Window Cargo Barrier, & Optional Outboard Seat Belts	\$3,577.00	1	15%	\$3,040.45
Part: WLN-3SRCCDCR 3" Round Compartment Light, LED Red/white	\$104.00	1	35%	\$67.60
Discount (15.57%): (\$572.95)		Estimated Tax (8.1%): \$251.75		Total: \$3,359.80

Rear Cargo Equipment				
Rear done on switch - On-Off-On				
Description	Price	QTY	Disc	Subtotal
Part: WLN-3SRCCDCR 3" Round Compartment Light, LED Red/white	\$104.00	1	35%	\$67.60



Waltz Outfitting LLC
 449 South 48th St. #105
 415 S 48th St. #111
 Tempe, AZ 85281
 (602) 502-0099
 david@waltzof.com
 waltzof.com

Estimate #1380

Created: 11/14/2025 at 9:43AM
 Payment Term: Net 30
 Service Writer: David White
 PO #: 2026-00000322

Rear Cargo Equipment				
Part: TROY-AC-20-UV-TRAY <i>Troy 2020+ Ford PIU electronics tray bolts to CP-UV20-CARGO</i>	\$319.00	1	20%	\$255.20
Part: TROY-CP-GB403212-LIP <i>Troy steel cargo vault with (2) T-handle compression locks, 40"W x 32"L x 12"H with 1" all around lip carpet top</i>	\$1,399.00	1	20%	\$1,119.20
Part: TROY-CP-UV20-CARGO <i>Troy 2020+ Ford PIU tilt-up cargo mount with gas shocks</i>	\$950.00	1	20%	\$760.00
Part: WLN-CCTL5 <i>Part #: CCTL5 Hand-Held Controller</i>	\$473.00	1	35%	\$307.45
Part: WLN-CCTLHARN <i>Part #: CCTLHARN CenCom Core™ Control Head Harness Kit, for use with any Non-Primary Control Head, Control Heads Purchased Separately.</i>	\$10.00	1	35%	\$6.50
Part: MMSU-1 <i>Part #: MMSU-1 Magnetic Mic Clip</i>	\$40.00	1	10%	\$36.00
Discount (22.55%): (\$743.05)		Estimated Tax (8.1%): \$206.71		Total: \$2,758.66

Wiring Harness and Electronics				
Description	Price	QTY	Disc	Subtotal
Part: 911C-CH26.2.20 <i>Part #: CH26.2.20 26 Channel</i>	\$1,170.00	1	30%	\$819.00
Part: WLN-C399 <i>Part #: C399 CenCom CORE™ with CANport™ ODB II interface</i>		1		\$0.00
Part: WLN-C399SP <i>Part #: C399SP</i>		1		\$0.00
Part: WLN-CCTL6 <i>Part #: CCTL6 CenCom Core Rotary Knob</i>		1		\$0.00
Part: 911C-CH26 15ft Power Wire	\$7.22	1		\$7.22
Discount (29.82%): (\$351.00)		Estimated Tax (8.1%): \$66.92		Total: \$893.14

Graphics			
Description	Price	QTY	Subtotal
Part: RVSG-SLPD-Materials-PIU <i>Part #: RVSG-SLPD-MATERIALS-PIU Digitally printed 3M IJ680CR-10 reflective with 3M 8518 gloss laminate</i>	\$552.05	1	\$552.05
Part: RVSG-SLPD-Labor-PIU <i>Part #: RVSG-SLPD-LABOR-PIU</i>	\$363.40	1	\$363.40



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Graphics	
<i>Labor</i>	
Estimated Tax (8.1%): \$74.15	Total: \$989.60

Tint			
Window Tinting / Front Doors 35% Rear Doors and Window 5%			
Description	Price	QTY	Subtotal
Part: VT-SUV	\$546.25	1	\$546.25
Estimated Tax (8.1%): \$44.25		Total: \$590.50	

Estimate and Authorization Agreement:

The estimates provided represent an approximation of the timing and charges for the outfitting services requested. These estimates are based on the anticipated scope of work and equipment required. However, unforeseen challenges or changes in project requirements may result in deviations from the original quote. By approving this estimate, you authorize the outfitting work described to proceed, including procurement of necessary components, and grant permission for the vehicle to be operated for on-road testing, calibration, or inspection purposes as needed.

If additional modifications or repairs are required during the course of the project, a revised work order will be provided detailing the costs of additional parts, labor, and the total updated project cost. Unless otherwise specified, all parts and equipment installed are new.

Restocking Fee for Incorrect or Unused Product:

Any products ordered in error by the customer or any equipment rendered unnecessary due to change orders, specification changes, or customer-directed alterations are subject to a 25% restocking fee, plus all applicable return shipping costs.

Custom or special-order components are non-returnable.

Pricing Adjustments for Changes After Purchase Order:

Pricing provided is based on the specifications and costs available at the time the Purchase Order is issued. Waltz Outfitting reserves the right to adjust pricing in the event of:

- Changes to product specifications or project scope after the PO is received
- Customer-requested changes or added customization
- Manufacturer pricing changes, freight increases, or market fluctuations that occur after order placement

Any such changes will result in a price adjustment reflected in an updated quote or work authorization prior to continuation of work.

Policies and Warranties:

- Deposits for outfitting projects are non-refundable.
- No returns or refunds will be accepted for custom or special-ordered items, including specialized emergency equipment or electrical components.
- Warranty coverage does not apply to customer-supplied equipment or used components provided by the customer.
- New and procured equipment is subject to manufacturer warranty.
- Waltz Outfitting labor holds a lifetime warranty.

Approval for Additional Work:

Should the cost of required modifications or repairs exceed the authorized estimate, your approval will be obtained before proceeding. We are committed to keeping you informed throughout the outfitting process and will only perform work authorized by you.

This shop charges a 3% credit card processing fee.

Labor	\$7,200.00
Parts	\$34,019.67
Subtotal	\$41,219.67
Discount	\$10,722.65
Shop Supplies	\$0.00
EPA	\$0.00
Tax	\$1,887.06
Grand Total	\$32,384.08
Paid to Date	(\$0.00)
REMAINING BALANCE	\$32,384.08



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Mobile Installations – Missed Vehicle Availability Charge:

A Missed Install Charge will be applied when a customer has confirmed that all scheduled vehicles will be available during the agreed installation window, but one or more vehicles are not made available upon the technician's arrival. This fee is intended to cover the costs incurred due to downtime, rescheduling, and disruption to production scheduling.

The Missed Install Charge may include:

- Trip charges (including mileage and travel time)
- Room and board expenses, if applicable
- Any applicable labor minimums associated with the scheduled service

By approving the installation schedule, the customer acknowledges responsibility for ensuring vehicle availability and agrees to the terms of this charge should missed vehicles occur.

Disclaimer:

All pricing provided in this quote is based on current market conditions and tariff regulations as of the date of issuance. Due to the potential for changes in tariffs, trade policies, or government-imposed duties, quoted prices are subject to change without prior notice. Any adjustments resulting from such changes may affect the final pricing on open or pending quotes. We reserve the right to revise prices accordingly should these external factors impact material or product costs.

Signature _____



ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: PFVT Motors Inc.	AMENDMENT NO.: Four (4)
DESCRIPTION: CTR059322 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Four (4) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.



City Clerk Document No. A-2025-512

City Council Meeting Date: January 23, 2025

**CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waltz Outfitting LLC, an Arizona Limited liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

- A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed \$1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents,

representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Juan Martinez
Title: Warehouse & Supply Program Manager
Address: 975 E. Armstrong Way, Bldg. I.
Chandler, AZ 85286
Phone: 480-782-2416
Email: Juan.Martinez@Chandleraz.gov

For the Contractor

Name: David White
Title: General Manager
Address: 449 S. 48th St. STE 105
Tempe, AZ 85281
Phone: 602-502-0099
Email: david@waltzof.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: Kevin Harthe

Its: Mayor

FOR THE CONTRACTOR

By: David White

Its: Partner and General Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney *DLB*

ATTEST:

By: Dana R. Long
City Clerk



EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	20%	6/19/2024
Soundoff	40%	1/6/25
Motorolla	N/A	N/A
Streamlight	10%	2023
Pro Guard	20%	Jan 2025
CCI	N/A	N/A
Havis	20%	10/31/2024
Tomar	10%	Current-Internet
Sho-Me	5%	Current
Amer.Alum	15%	Current
Ray Allen	N/A	N/A
Brother	10%	Current
Panaroma	15%	Current
Setina	15%	August 2024
Whyle	N/A	N/A
Samlex	N/A	N/A
911 Circuits	30%	Current
911 Signal	N/A	N/A
Jotto	N/A	N/A
Code 3	30%	Current
Tufloc	N/A	N/A
Whelen	35%	Dec 19 2024
Highway Products	0%	Current
Federal Signal	20%	Current
PTS (prisoner transport systems)	20%	6/19/2024
Go-Rhino	N/A	N/A
Westin	25%	Current - Internet
Gamber Johnson	20%	Current
Vigilant Solutions	N/A	N/A
Feniex	N/A	N/A
Trademark	N/A	N/A
Minimum Discount for items not on list	5%	N/A
Maximum mark up on subcontractors	15%	N/A
B & B Enterprises	10%	N/A
Labor Hourly Rate:	\$90	

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 12/10/2025

Department Head: Tomas Sanchez, City Engineer, Engineering

Submitted By: Oscar Barnett, Project Manager, Engineering

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the engagement of engineering services with Kimley-Horn and Associates, Inc., for the design of Union Street and 4th Avenue Intersection. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is seeking Council approval to accept a professional services proposal from Kimley-Horn and Associates, Inc., for the design of Union Street and 4th Avenue Intersection. The scope of work includes design services for the Union Street and 4th Avenue intersection improvements, including traffic signals, street lighting, and approaching intersection streets, roadway, and sidewalk improvements. The project limits extend approximately one-half mile on 4th Avenue from Cesar Chavez Blvd. to the County 22-1/2 Street alignment, and along Union Avenue from 4th Avenue to McCain Avenue. Design includes widening 4th Avenue from one lane to two lanes in each direction, with a center turn lane, and providing bike lanes, and widening Union Avenue to one lane in each direction, with a center turn lane matching the existing Union Avenue width east of McCain Avenue. The scope of services includes final design efforts to prepare construction plans, an opinion of probable construction cost, and a bid tabulation for the proposed improvements.

The design portion of the scope of work will be about 60% completed in Fiscal Year 2025-2026 and finalized in Fiscal Year 2026-2027 (July 2027).

The Engineering Department is requesting City Council approval to accept a professional services proposal from Kimley-Horn and Associates, Inc. for the amount of \$150,382.00 as allowed under section 3.05.080 Professional Services of our purchasing code.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT BY KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF UNION STREET AND 4TH AVENUE INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$150,382.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$150,382.00
BUDGETED AMOUNT:	\$120,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: GL account Highway User
Fund 200-210-90010 Capital
Outlay - Improvement Roads
Balance \$778,859.04

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

This project is budgeted for FY26 with an approved budget of \$120,000. The total cost of the professional services proposal from Kimley-Horn and Associates, Inc. is \$150,382.00. Approximately 60% of the design work, totaling \$90,230, is anticipated to be completed during FY26 and will be funded with the current fiscal year budget.

The remaining 40% of the design cost, or \$60,152.80, will be completed in FY27. This portion will be included in the FY27 budget to support the completion of the design phase for the Union Street and 4th Avenue Intersection Improvements project.

Attachments

Draft-Contract

Proposal Kimley-Horn



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") is effective the ____ day of _____, 2025, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Kimley-Horn and Associates, Inc. an Arizona professional limited liability company, authorized to do business in the State of Arizona ("ENGINEER"). ENGINEER and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").
- B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.
- C. CITY desires to engage ENGINEER, and ENGINEER agrees to render certain technical advice and professional services to CITY, as necessary.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION I – DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, ENGINEER's Proposal for Engineering Services of November 17th, 2025, for providing traffic signal and roadway improvement final design services along Union Street and 4th Avenue. The project includes preparing construction document services for new sidewalk and roadway improvements and a proposed traffic signal at Union Street and 4th Avenue.

SECTION II – SCOPE OF WORK

ENGINEER's scope of work is as described in Exhibit 1.

SECTION III – ADDITIONAL SERVICES

CITY and ENGINEER understand that it may be necessary, in conjunction with the Project, for ENGINEER to perform or secure the performance of services other than those set forth in the proposal. If the CITY requests additional services, ENGINEER shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the additional services. ENGINEER shall not proceed to perform any such additional service until CITY has determined that such additional service is beyond the scope of the basic services to be provided by ENGINEER and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis City Engineer or City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION IV – AUTHORITY OF THE SAN LUIS CITY ENGINEER

ENGINEER shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work to meet the professional standard of care. The City Engineer reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. Any changes, additions or deletions to the scope work shall be subject to an approved and executed amendment to the Agreement. The City Engineer is authorized to execute the change orders on behalf of CITY.



SECTION V – RESPONSIBILITY OF ENGINEER

By executing this Agreement, ENGINEER represents and states to CITY that it possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. ENGINEER further warrants that it will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION VI – INDEPENDENT CONTRACTOR

The Parties to this Agreement agree that ENGINEER, its employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that ENGINEER's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the ENGINEER as independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

SECTION VII – MATERIALS AND EQUIPMENT

ENGINEER shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION VIII – DIGITAL FILES

ENGINEER shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. CITY shall be the owner of the files and owner of all copyrights or other intellectual property rights thereto.

SECTION IX – EMPLOYMENT OF PERSONNEL

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION X – TIME OF PERFORMANCE

Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. ENGINEER's anticipated period of performance following execution of this agreement will be 7 months to complete scope of work, as described in Exhibit 1. Time is of the essence of this Agreement.

SECTION XI – COMPENSATION

Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$150,382.00, as delineated in the proposal at Exhibit 1, unless specifically authorized by a written amendment to this Agreement executed prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit such invoices to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice. No later than 45 days from the receipt of an invoice, CITY shall pay ENGINEER for work satisfactorily performed on a time and materials basis.

If the CITY wants the ENGINEER to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION XII – ASSIGNMENT

ENGINEER shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.



SECTION XIII – INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, and employees (“Indemnified Parties”) for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys’ fees and costs incurred by the CITY which arise out of, attributable to or to the extent caused in whole or in part by negligent acts or omissions of ENGINEER (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to ENGINEER’s employees who may or may not be covered by workers’ compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY or any Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY’s Liability Insurance provided for by the Arizona Municipal Risk Pool.

Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid by the City to the ENGINEER under any Agreement as a result of any negligent act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER shall not be liable to CITY for any special, indirect or consequential damages whatsoever, whether caused by ENGINEER’s negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION XIV – INSURANCE

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, ENGINEER will maintain insurance in conformance with the requirements set forth below. ENGINEER will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. ENGINEER acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, the following types and amounts of insurance:

Without in any way limiting ENGINEER’s liability pursuant to the indemnification described above, ENGINEER shall maintain, during the term of this Agreement, the following types and amounts of insurance:

Coverage Type

Commercial General Liability, including:

Premises and Operations
Contractual Liability

Personal-Injury Liability

Independent Contractors Liability

Coverage Amounts- Minimum Limits:

\$1,000,000 Combined Single Limit, per
occurrence and \$2,000,000 general
aggregate

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

Comprehensive Automobile Liability
(including, owned, non-owned and
hired autos)

\$1,000,000 Combined Single Limit, per
Occurrence



City of San Luis

Engineering Department

If ENGINEER owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ENGINEER or ENGINEER's employees use personal motor vehicles in any way on this Project, then ENGINEER shall obtain evidence of personal motor vehicle liability coverage for each such person.

<u>Workers Compensation and Employer's Liability</u>	Statutory \$1,000,000
<u>Professional Liability (Errors and Omissions) Insurance</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. ENGINEER shall provide CITY with certificates of insurance documenting that the ENGINEER has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

ENGINEER will provide the City with a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by ENGINEER shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The ENGINEER shall provide these certificates to the CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION XV – COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by ENGINEER pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

ENGINEER declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. ENGINEER further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. ENGINEER certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement ENGINEER shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her

personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility



ENGINEER hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of ENGINEER to ensure that ENGINEER complies with this warranty.

C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

SECTION XVI – INSPECTION OF WORK

CITY's representative or its designee shall at all times have the right to inspect the work, services or performance of ENGINEER. ENGINEER shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve ENGINEER of any obligation to perform such services in accordance with the law or this Agreement.

SECTION XVII – NO WAIVER

ENGINEER agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by ENGINEER shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION XVIII – ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona or United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

SECTION XIX – NOTICES

- A. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:
- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
 - personal delivery by process server or
 - sent by a nationally recognized courier (e.g., Federal Express, UPS)
- B. Notices for delivery to the CITY shall be to the attention of the City Engineer, copies to the City Manager, City Attorney, and City Clerk.
- C. Notices for delivery to the ENGINEER shall be to the attention of Nathan Walnum, Vice President, 2046 Riverview Auto Drive Suite 400, Mesa, Arizona 85201 (or successor statutory agent).

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.



SECTION XX – DISPUTE RESOLUTION

In the event of any dispute arising under or related to this Agreement, the Parties shall first meet in good faith to attempt to resolve the dispute through direct negotiations. If the dispute cannot be resolved through such negotiations, the Parties agree to submit the dispute to confidential, non-binding mediation. The mediation shall be conducted by a mutually agreed-upon mediator, or if the Parties cannot agree, a mediator shall be appointed by a recognized mediation organization. The mediation shall occur within 21 days of the mediator's appointment and shall last no more than two business days unless otherwise agreed by the Parties. The costs of mediation shall be shared equally by the parties. Under no circumstances shall the Parties submit the dispute to arbitration, whether binding or non-binding, as a method of resolution.

SECTION XXI – TERMINATION

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay ENGINEER for all services performed up to the effective date of the termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of ENGINEER.

SECTION XXII – OWNERSHIP OF DOCUMENTS

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of ENGINEER.

Any modifications made by the CITY to any of the ENGINEER's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the ENGINEER will be at the CITY's sole risk and without liability to the ENGINEER, and the CITY shall indemnify, defend and hold the ENGINEER harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

When ENGINEER creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

SECTION XXIII – GOVERNING LAW AND SEVERABILITY

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

SECTION XXIV – HEADINGS

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

SECTION XXV – AUTHORITY

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.



SECTION XXVI – NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

SECTION XXVII – NO AGENCY CREATED

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

SECTION XXVIII – NO PERSONAL LIABILITY

No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the

contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.

SECTION XXIX – SURVIVAL

All representations and warranties of ENGINEER, ENGINEER's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

SECTION XXX – TIME OF THE ESSENCE

Time is of the essence in this Agreement, and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 7 months of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

SECTION XXXI – FURTHER ACTS

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

SECTION XXXII – CERTIFICATION

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



1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

SECTION XXXIII – FORCE MAJEURE

If ENGINEER or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by

the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, pandemic, either state or federally mandate health and safety matters or material changes in applicable business laws or regulations.

SECTION XXXIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document. Further, ENGINEER shall provide the original, wet ink signature to the CITY for the purposes of recording this agreement.

SECTION XXXV – ENTIRE AGREEMENT

This Agreement, including its Exhibit, represents the entire understanding of CITY and ENGINEER as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Agreement. The original Agreement will be filed with the City of San Luis Clerk. The ENGINEER agrees that this Agreement, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The CITY shall pay to the ENGINEER, as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the project documents, the sum of \$150,382.00.

[Remainder intentionally left blank, signature page follows.]



City of San Luis

Engineering Department

City of San Luis, Arizona

Nieves Riedel, City Mayor

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form:

Kay Marion Macuil, City Attorney

Kimley-Horn and Associates, Inc.

Nathan Walnum, Vice President

Date: _____



November 17th, 2025

Mr. Tomas A. Sanchez
City Engineer
City of San Luis | Engineering Department
1090 E. Union Street | P.O. Box 3750 | San Luis, AZ 85349

**Re: Union Street and 4th Avenue Improvements Design Scope and Fee
For City of San Luis**

Dear Mr. Sanchez:

Kimley-Horn and Associates, Inc. (“Engineer” or “Kimley-Horn”) is pleased to submit this letter agreement (the “Agreement”) to the City of San Luis (“City”) for providing traffic signal and roadway improvement design services along Union Street and 4th Avenue.

PROJECT DESCRIPTION

The project includes preparing construction document services for new sidewalk and roadway improvements and a proposed traffic signal at Union Street and 4th Avenue located in San Luis, Arizona. The purpose of this improvement project is to widen the ½ mile segment of 4th Avenue from one lane to two lanes in each direction and maintain a center turn lane with bike lanes. New vertical curb and gutter will also be evaluated to be added along Union Street between 4th Avenue and McCain Avenue. This scope of services includes final design (60%, 90%, Sealed) services to develop construction plans, opinion of probably cost, and bid tabulation for the project improvements.

SCOPE OF SERVICES:

Proposed services include the following:

Task 1. Project Management

Project management includes contract management, schedule, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.

Kimley-Horn will attend the following meetings as a part of this project:

- Kickoff meeting (up to 3 Kimley-Horn staff attending virtually)
- Up to two comment resolution meetings (2 Kimley-Horn staff attending virtually)
- Up to three progress meetings (2 Kimley-Horn staff attending virtually)

Any meetings beyond those listed above will be considered additional services.

Task 2. Data Gathering

- a. The City will furnish the latest as-builts and quarter section maps for City-owned facilities (roadway, water, sewer, right-of-way, and aerials) that are available, as well as privately owned facilities (as available), within the project limits to Kimley-Horn. Kimley-Horn will review available records and aerials within the project limits.
- b. Kimley-Horn will perform up to one (1) field review for the project during the conceptual design phase. The field review is to provide field observations, perform additional field measurements, confirm design approach, and verify survey data.
- c. The City will provide Kimley-Horn with existing traffic reports, warrants, crash data, and timing information.
- d. The City will obtain a topographic survey for the project area and provide to Kimley-Horn. Kimley-Horn will coordinate with the City and their survey consultant on survey limits.
- e. The City will provide 24-hour turning movement and average annual daily traffic counts at the intersection.
- f. Kimley-Horn will develop CADD base files to use for the project from files provided by the City and will update CADD base files based on additional field measurements.

Task 3. Signal Warrant and Base Timings

- a. Kimley-Horn will analyze the intersection for the installation of a traffic signal. The traffic signal warrant will be analyzed using applicable MUTCD, 11th Edition signal warrant methodology.
 - i. It is assumed that the applicable MUTCD warrants are:
 - (1) Warrant 1: Eight-Hour Vehicular Volume
 - (2) Warrant 2: Four-Hour Vehicular Volume
 - (3) Warrant 3: Peak Hour
 - (4) Warrant 7: Crash Experience
 - ii. Findings will be documented in a memorandum to be delivered to the Town in electronic PDF format.
- b. Kimley-Horn will provide base timings for the new traffic signal.
 - i. Base timing recommendations for both intersections will only include the following:
 - (1) Red clearance
 - (2) Yellow clearance
 - (3) Min green
 - (4) Max green
 - (5) Ped walk (where applicable)
 - (6) Ped flash don't walk (where applicable)
 - ii. Yuma County standards and/or MUTCD or other agreed upon standards will be used for determining the base timings
 - iii. Initial measurements needed will be taken from the signal design plan sheets only

- iv. Kimley-Horn will address one round of city comments and provide final base timings to city to implement once signals are built

Task 4. Utility Coordination and ROW

- a. Kimley-Horn will submit a design ticket with Arizona 811 to collect and review existing utility basemaps within the project limits. Kimley-Horn will incorporate utility lines into base files, with adjustments based on field survey of utility features.
- b. Kimley-Horn will coordinate with existing utility providers identified in the Blue Stake and resulting information will be shown on the plan and used for coordination of services. Kimley-Horn will coordinate specifically with the City of San Luis, APS, Spectrum and Lumen to obtain utility comments and clearances on project submittals.
- c. Kimley-Horn will distribute stage submittal plans and perform utility coordination to obtain utility comments and clearances. Kimley-Horn will compile and respond to comments made by utility companies. Kimley-Horn will not be responsible for prior rights verification.
- d. Kimley-Horn will compile and provide utility clearance documentation and prepare a utility clearance letter summarizing correspondences and clearance information received.
- e. Kimley-Horn will verify and confirm existing ROW based on survey and the County assessor's GIS mapping.

Task 5. Roadway Design and Plan Production

Kimley-Horn will develop the final roadway design (60%, 90%, and Sealed) stage submittals.

Kimley-Horn will reference the City of San Luis and Maricopa Association of Governments (MAG) standard specifications and will provide construction information for any items not covered by those standard specifications through notes and details in the construction plans.

The roadway construction plans are anticipated to include the following sheets:

- Cover Page (1 Sheet)
- Vicinity Map and General Notes (Up to 1 Sheet)
- Survey Control and Geometric Layout Plan (Up to 1 Sheet)
- Typical Sections (Up to 1 Sheets)
- Construction Details (Up to 1 Sheet)
- Custom Ramp Details (Up to 1 Sheet, 2 ramps per corner, up to 8 ramps total)
- Demolition/Removal Plans (Up to 3 Sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)

- 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale
 - The demolition/removal plans will display the following elements: Asphalt, concrete, pavement markings, signs, and planting/tree removal limits.
- Civil Improvement Plans (Up to 3 Sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)
 - 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale
 - The roadway plans will display the following elements: Horizontal and vertical control for proposed paving limits, ADA curb access ramps, roadway tapers, curb and gutter, curb openings for drainage, and sidewalk. Profile views will not be provided. Separate staking/grading plans will not be provided.
- a. Rehabilitation of the existing pavement is NOT included. Separate roadway summary sheets will NOT be provided.
- b. An ADA Inventory or Feasibility Report will not be included as part of this project.

Task 6. Traffic Signal Design and Plan Production

Kimley-Horn will design traffic signal at the intersections of Union Street and 4th Avenue in accordance with ADOT/Yuma County Standard Details.

- a. Kimley-Horn will use the City of San Luis layout as the basis of design.
- b. Kimley-Horn will prepare the plan set at a 1" = 20' scale at 60%, 90%, and Sealed and will include the following sheets for each location:
 - Union Street and 4th Avenue
 - General Traffic Signal Notes and Legend Sheet (1 Sheet)
 - Traffic Signal Layout Sheet (1 Sheet)
 - Pole Schedule Sheet (1 Sheet)
 - Conductor Schedule Sheet (1 Sheet)
- c. Kimley-Horn will coordinate with the traffic signal design with local power provider (APS) to define a power source to serve the traffic signal.
- d. Kimley-Horn will coordinate with City Staff to obtain a service address. We will assist the City with information to prepare for the service request letter submittal to power company. Service request will be the responsibility of the City.
- e. Kimley-Horn will obtain utility base design files from utilities, which will be utilized to avoid conflicts. Utility coordination and clearance will not be completed by Kimley-Horn and will be the responsibility of the City.

- f. Kimley-Horn will use their Subconsultant Nicklaus Engineering, Inc. (NEI) to obtain pothole information. Accurate will provide pothole data for 10 locations.

Task 7. Signing and Marking Design and Plan Production

New signing and pavement marking is anticipated throughout the intersection and roadway improvements.

Signing and pavement marking will be included into the development of the final traffic design (60%, 90%, and Sealed) stage submittals. Plan sheets include:

- Signing and Pavement Marking general notes, details, and quantities sheet (1 sheet)
- Signing and Marking Plan Sheets (3 sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)
 - 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale

Sign summary sheets are not included.

Task 8. Coordinate Limited Geotechnical Report

Kimley-Horn's sub-consultant will provide a geotechnical report that will be referenced in the plans and estimate for pavement structural section recommendations (Refer to the enclosed proposal by Nicklaus Engineering, Inc. (NEI)). The purpose of these services is to obtain core samples, perform testing of samples to determine subgrade condition, and utilize cores to determine the recommended structural section for the widening and if a mill or reconstruct depth treatment along the existing roadway is necessary to support projected traffic volumes. A limited geotechnical report will be developed and provided to the City of San Luis to determine if a treatment of the existing pavement is required as part of this project. The final limited geotechnical report will summarize the findings and recommendations for design options of new pavement structural sections and will be based on the traffic report previously prepared by NEI.

Task 9. Drainage Memorandum

Kimley-Horn will prepare a drainage memorandum to summarize the pavement drainage conditions and assess proposed pavement drainage based upon the widened/curbed roadway section. We assume that offsite drainage evaluation is not necessary, and we assume that pavement drainage can be discharge from the roadway via surface flow, thus storm drain or subsurface discharge calculations/design are excluded. A Draft Drainage Memorandum will be included as part of the 60% design submittal. The Final Drainage Memorandum will be submitted as part of the 90% Submittal.

Task 10. Street Lighting Design

The Consultant will prepare a pedestrian lighting design within the project limits that establishes pole locations based on the City's approved standard spacing criteria and will utilize an approved City-standard pole and luminaire type. The Consultant will coordinate with the serving utility provider (APS) to determine the available point of connection for the lighting system and confirm power service requirements. Light poles and pull boxes will be shown on the roadway plan sheets. One additional sheet will be added for lighting details.

Task 11. Cost Estimates and Specifications

- a. A list of anticipated quantities will be prepared and submitted at each design stage submittal.
 - Quantities will not be presented on the plan sheets but will be in a separate quantities' and cost estimate spreadsheet using custom bid items based on ADOT item descriptions.
 - An opinion of probable cost will be provided for these quantities.
- b. Kimley-Horn assumes that the City will not require full specifications bid package. Kimley-Horn will prepare any technical item specifications required by the City/Contractor to provide more information. Item specifications will be prepared for the 90% and Sealed submittals. The specifications will be prepared utilizing ADOT format and will be item specifications required for the project only.

Assumptions

- a. A scoping letter or project assessment is not included.
- b. Traffic analysis is not included. Storage length and phasing will be determined by the City staff or City standards.
- c. One set of consolidated comments is anticipated from the City for each submittal.
- d. Environmental services are not included.
- e. Utility design is not included, and utility files will be readily available. The design can be completed without impacts to utilities.
- f. Lighting design will be limited to pole and junction box location. Conduit/conductor design to be done by APS.
- g. ITS/fiber interconnect plans and details are not included.
- h. Construction phase services are not included.
- i. Right-of-way descriptions, legal exhibits, and staking are not included. No ROW acquisition or TCE's are anticipated.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional

services and performed at our then current hourly rates. The list of additional services included but are not limited:

- Additional meetings
- Environmental services
- Scoping letter or project assessment
- Intersection traffic analysis and report
- Implementation and fine-tuning services for timings
- Survey
- Traffic counts
- ROW title reports or acquisition services
- Interconnect design and plans
- Photometric design
- Electrical system design (voltage drops panel schedules)
- Post design services
- Public engagement meetings
- Other services as requested by the City's Project Manager not explicitly outlined in this scope of services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-builts
- Any City utility basemaps
- Topographic Survey
- Preferred signal equipment

Schedule

See attached tentative schedule. The schedule is contingent upon the City providing data and comments in the appropriate timeframe and may change based on factors that may come up during design.

Fee and Expenses

Kimley-Horn will perform the services in this scope for the total lump sum fee of **\$150,382.00** including allowances. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 602-216-1299 and lina.bearat@kimley-horn.com.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Lina Bearat, P.E.
Project Manager

cc: Fee

City of San Luis
 Union Street and 4th Avenue
 Intersection Improvements
 Design Fee Proposal

TASK DESCRIPTION		PM/Senior Professional II	Senior Professional	Professional	Sr Analyst/ Junior Engineer	Designer	Project Accountant	Admin Support
PROJECT MANAGEMENT/PUBLIC INFORMATION MEETINGS	\$ 6,565.00	13	0	3	13	0	6	4
Kickoff meeting and communications	\$ 845.00	1		1	3			
Monthly invoices and progress reports	\$ 1,350.00	3					6	
Develop and manage schedule	\$ 480.00	2						
Administrative/Subconsultant coordination	\$ 900.00	2						4
Progress Meetings (up to 3)	\$ 1,590.00	3			6			
Attend up to three (2) comment resolution meetings	\$ 1,400.00	2		2	4			
DATA GATHERING	\$ 10,280.00	10	2	20	28	0	0	0
Data collection and review	\$ 1,240.00	1	2		4			
Field Visit/Measurements/Documentation	\$ 4,995.00	9		9	9			
Coordination and compilation of survey information	\$ 510.00			3				
Develop CADD Base Files	\$ 3,535.00			8	15			
SIGNAL WARRANT AND TIMINGS	\$ 3,070.00	2	0	5	12	0	0	0
Signal warrant analysis	\$ 1,910.00	1		3	8			
Base timings	\$ 1,160.00	1		2	4			
UTILITY COORDINATION AND ROW	\$ 6,975.00	2	6	19	0	11	0	6
Submit Blue Stake Ticket from Arizona 811	\$ 210.00							2
Map approximate location of utilities	\$ 1,090.00			2		6		0
Evaluate Utility Responses	\$ 1,685.00		1	5		5		0
Prepare Utility Clearance Letter	\$ 1,100.00		1	4				2
Verify/confirm ROW	\$ 2,890.00	2	4	8				2
CONCEPTUAL DESIGN AND EXHIBIT (30%)	\$ -	0	0	0	0	0	0	0
Roll Plot Design and Annotation	\$ -							
Opinion of Probable Cost	\$ -							
ROADWAY DESIGN AND PLAN PRODUCTION	\$ 39,905.00	0	13	41	79	150	0	0
Cover Page (1 Sheet)	\$ 960.00			1	2	4		
Vicinity Map and General Notes (Up to 1 Sheet)	\$ 1,880.00		1	2	4	6		
Survey Control and Geometric Layout Plan (Up to 1 Sheet)	\$ 4,305.00		2	5	8	15		
Typical Sections (Up to 1 Sheets)	\$ 2,815.00		1	2	7	10		
Construction Details (Up to 1 Sheet)	\$ 3,585.00		1	2	8	15		
Custom Ramp Details (Up to 1 Sheet, 2 ramps per corner, up to 8 ramps total)	\$ 6,300.00		2	4	10	30		
Demolition/Removal Plans (Up to 3 Sheets @ 20 Scale)	\$ 8,255.00		3	10	15	30		
Civil Improvement Plans (Up to 3 Sheets @ 20 Scale)	\$ 11,805.00		3	15	25	40		
TRAFFIC SIGNAL DESIGN AND PLAN PRODUCTION	\$ 19,550.00	15	0	38	64	0	0	2
General Notes / Details (1 sheet)	\$ 1,160.00	1		2	4			
Traffic Signal Sheets (3 sheets)	\$ 16,680.00	12		30	60			
Point of Service Coordination	\$ 1,710.00	2		6				2
SIGNING AND PAVEMENT MARKING	\$ 11,840.00	11	0	20	40	0	0	0
General Notes / Details (1 sheet)	\$ 1,160.00	1		2	4			
Signing and Marking Plans (Up to 3 Sheets @ 20 Scale)	\$ 10,680.00	10		18	36			
COORDINATE LIMITED GEOTECHNICAL REPORT	\$ 1,755.00	1	1	4	0	5	0	0
Coordinate geotechnical findings / reports	\$ 1,755.00	1	1	4	0	5		
DRAINAGE MEMORANDUM	\$ 9,255.00	6	9	0	15	30	0	0
Drainage Assessment Memorandum	\$ 9,255.00	6	9	0	15	30		
STREET LIGHTING DESIGN	\$ 17,260.00	3	12	33	58	0	0	0
Lighting Layout	\$ 9,880.00	2	5	15	40			
Detail Sheets	\$ 4,600.00		3	8	18			

**City of San Luis
 Union Street and 4th Avenue
 Intersection Improvements
 Design Fee Proposal**

TASK DESCRIPTION		PM/Senior Professional II	Senior Professional	Professional	Sr Analyst/ Junior Engineer	Designer	Project Accountant	Admin Support
Coordination with APS	\$ 2,780.00	1	4	10				
COST ESTIMATES AND SPECIFICATIONS	\$ 7,980.00	7	0	20	20	0	0	0
Estimate of Probable Construction Cost	\$ 5,800.00	5		10	20			
Item Specifications	\$ 2,180.00	2		10				
SUBTOTAL DIRECT LABOR	\$ 134,435.00	57	43	178	277	196	6	12

EXPENSES	
EXPENSES	\$ 10,222.00
Expenses (Local travel, mileage, printing)	\$ 300.00
Subconsultant - Counts (Provided by City/YMPO)	\$ -
Subconsultant - Geotechnical Services	\$ 9,922.00
Subconsultant - Survey (Provided by City Consultant)	\$ -
EXPENSE SUBTOTAL	\$ 10,222.00

SUBTOTAL	
TOTAL PROJECT SUBTOTAL WITHOUT ALLOWANCES (LUMP SUM)	\$ 144,657.00
ALLOWANCES	
ALLOWANCES	\$ 5,725.00
Subconsultant - Potholing	\$ 5,725.00
ALLOWANCE SUBTOTAL	\$ 5,725.00

SUBTOTAL	
TOTAL PROJECT SUBTOTAL WITH ALLOWANCES (LUMP SUM)	\$ 150,382.00

September 18, 2025

Ms. Vanessa Rodriguez, P.E.
Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Subject: *Letter Proposal/Agreement for North 4th Avenue Widening Project, San Luis, Arizona, Geotechnical Investigation Proposal*

Dear Ms. Rodriguez:

Nicklaus Engineering, Inc. (“**Consultant**”) appreciates the opportunity to submit this proposal to provide the subject services to Kimley-Horn (“**Client**”). Nicklaus will perform a Geotechnical Investigation (the “**Services**”) as described in the attached **Exhibit A** and in conformance with the attached Terms and Conditions.

As compensation for the performance of the Services, Nicklaus is proposing a fee of \$9,922.00. The period of performance for this project will be 15 calendar days following our Notice to Proceed. If this proposal is acceptable, please sign below and return it to us as our Notice to Proceed.

We look forward to completing this project for Kimley-Horn. If we may be of any further service or answer any questions, please do not hesitate to contact us.

IN WITNESS WHEREOF the parties hereto, Client and Consultant have signed this Agreement, inclusive of the attached Terms and Conditions, effective as of the day and year of the signature by Client below. Client’s signature below constitutes the Notice to Proceed and Client’s acceptance of this proposal.

Nicklaus Engineering, Inc.

Kimley-Horn



Signature

Signature

Craig C. Chase, Senior Geologist

Name & Title (Typed or Printed)

Name & Title (Typed or Printed)

September 18, 2025

Date of Signature

Date of Signature

TERMS AND CONDITIONS

I. AGREEMENT

These Terms and Conditions are entered into between the Client and Nicklaus Engineering, Inc. ("Consultant"). Consultant will perform the services ("Services") set forth in the proposal as attached hereto (the "Proposal"). The Proposal and these Terms and Conditions constitute a binding agreement ("Agreement") between Client and Consultant.

II. COMPENSATION

Client agrees to pay for the Services properly performed in accordance with the Proposal. Progress payments may be billed monthly in proportion to the work properly performed. Client agrees that payment to Consultant will be made within 30 days (Net 30) from the date of a properly submitted invoice from the Consultant. Payment shall be made to:

Nicklaus Engineering, Inc.
1851 W. 24th Street, Suite 201
Yuma, Arizona 85364
Attn: Nathan Downing

Should the Client fail to make payment as specified herein, interest at the rate of 2% per month on any overdue balance shall accrue and be added to the billing. The Client shall be responsible for all collection costs, interest, and attorney's fees required for Consultant to obtain proper payment.

III. STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.

Consultant is employed to render a professional service and any payments made by Client are compensation solely for such Services rendered. Consultant shall perform the Services in accordance with generally accepted engineering or industry standards and practices in effect at the time the Services are rendered.

If Consultant's performance of Services hereunder requires Consultant to rely on information provided by Client or other parties with whom Client contracts, Client shall be responsible to Consultant to verify the validity, completeness, or accuracy of such information.

IV. ACTIVITIES REQUIRED OF CLIENT

Client agrees to perform or facilitate the performance of the following, if applicable to the Services:

1. Provide access to the site, including coordination with any tenants.
2. Provide readily available information on the past history and operations at the site.

3. Provide available and known information on the nature of contaminants found on the property, if any, including any analytical reports on soils or groundwater.
4. Provide information on locations of known underground tanks, pipes, and utilities for the site.

V. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and its partners, directors, officers, employees, agents and members, as applicable, with respect to any and all claims, losses, damages, liabilities, judgments or settlements (including but not limited to reasonable attorneys' fees, costs and other expenses) incurred by Consultant on account of any Professional Services conducted by Consultant pursuant to this contract; provided, however, this indemnification shall not extend to cover any claims, losses, damages, liabilities, judgments or settlements (including attorneys' fees, costs and other expenses) incurred by such indemnified persons on account of the negligence, willful misconduct, or fraud of Consultant (or its partners, directors, officers, employees, agents or members, as applicable).

VI. HAZARDOUS MATERIALS

Client acknowledges that Consultant may perform part of the Services at facilities that may contain pre-existing hazardous materials or pollution conditions ("Preexisting Conditions"), and Client releases Consultant from any liability that results from or is attributable to such Preexisting Conditions. Client further acknowledges that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials or conditions. The indemnification of Article V above shall apply to Preexisting Conditions.

VII. NO BENEFIT FOR THIRD PARTIES

The Services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any other person or entity.

VIII. WORK PRODUCT

Consultant and Client recognize that the Services performed hereunder have been commissioned by Client and that any work product generated by Consultant is intended solely for Client's benefit and use and may not be relied upon or reused by any other third party without Consultant's prior written consent. By this assignment, Consultant's work product will become the sole property of Client when Consultant has been compensated in accordance with this agreement. Consultant may keep copies of all work product for its records.

EXHIBIT A

September 18, 2025

Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Attention: Ms. Vanessa Rodriguez, P.E.
Reference: City of San Luis – North 4th Avenue Widening Project
½ mile Section North of East Cesar Chavez Boulevard
Geotechnical Investigation Proposal

Dear Ms. Rodriguez,

In accordance with your request, Nicklaus Engineering, Inc. (Nicklaus) is pleased to present Kimley-Horn (Client) with this proposal to provide a geotechnical investigation for the proposed improvements at the above-referenced project. Our proposal includes a brief project background, proposed scope of services, associated cost, and scheduling information.

PROJECT BACKGROUND

Based on the information provided by the Client in email communications and a review of GoogleEarth™ online imagery, the subject project involves the widening of an approximately ½ mile section of the existing North 4th Avenue in the City of San Luis, Arizona. The south end of the project starts approximately 275 feet north of the intersection with East Cesar Chavez Boulevard and extends north along North 4th Avenue for approximately ½ mile. The approximate site coordinates of the subject project alignment are 32.501499, -114.778065 on the north end of the project and 32.495035, -114.778000 on the south end of the project. Approximate surface elevations along the proposed alignment are 136 feet above mean sea level (amsl) on the north end and 131 feet amsl on the south end. We understand that the subject project will widen the existing street section to approximately 48 feet to match the northern end and the future southern end that will be widened with the Cesar Chavez Boulevard project. Associated project construction also includes new curb and gutter, sidewalk, and a traffic signal at North 4th Avenue and Union Street.

No further information is known at this time. No grading or structural plans were available at the time of our preparation of this proposal.

PROPOSED SCOPE OF SERVICES

Based on the previously discussed information, Nicklaus is proposing to conduct the following scope of services with the intent to identify reasonably discernable geotechnical conditions present along the proposed project alignment that could adversely impact the proposed site development. Our proposed scope of services includes:

- Limited desktop research includes a review of aerial photographs and readily available literature regarding regional and local geologic conditions, depth to groundwater, and other reasonably available geologic/geotechnical data or subsurface information relevant to the subject project and the proposed construction.
- Conduct a geotechnical reconnaissance along the proposed project alignment and the immediate vicinity.
- Coordinate with Arizona 811 personnel to identify the presence of underground utilities for clearance of the proposed boring locations.
- Preparation, coordination, and submittal of a City Encroachment permit application and Traffic Control Plan.
- The existing street surface will be cored at the planned boring locations using concrete coring equipment with a 12-inch core barrel in order to provide access to the subsurface for drilling/sampling for the exploratory borings.
- Nicklaus will subcontract traffic control personnel which will include traffic cones, construction signage and flaggers and preparation of a traffic control plan. Traffic control will be maintained during the coring and drilling operations. The AC cores and AB material will be removed from the site, and the coring locations will be backfilled with auger cuttings and base course and patched with rapid set concrete prior to leaving the site after the field investigation.
- Drill a total of five (5) exploratory borings along the planned project alignment. Two (2) of the borings will be drilled within the North 4th Avenue pavement, and three (3) borings will be drilled within the unimproved right-of-way (spaced approximately every 500 to 550 linear feet) to a maximum depth of approximately 10 to 15 feet below the existing ground surface (bgs). The proposed exploratory borings will be drilled to the planned maximum depth(s) or to refusal (whichever is shallower). We will employ a track-mounted, hollow stem auger drilling rig with a three (3) man crew to advance the exploratory borings. Auger cuttings will be used as backfill material upon drilling completion of each borehole. It is assumed that the material can be drilled using standard hollow stem auger drilling equipment.
- The exploratory borings will be logged by a field geologist who will also collect relatively undisturbed and bulk soil samples from the exploratory borings for laboratory testing and analyses. Relatively undisturbed soil samples will be collected at approximately 2.5 or 5-foot intervals using either a Standard Penetration Test (SPT) sampler or Modified California sampler. Samplers will be driven with a 140-pound autohammer falling 30-inches. Blow counts for sampler penetration will be recorded to evaluate relative density and/or consistency of the site soils.
- Collect and document field data, including a detailed site plan and boring logs.
- Conduct laboratory testing to evaluate pertinent geotechnical characteristics of the encountered site soils that we anticipate will include moisture content, dry density, grain size distribution, standard Proctor, R-value, and corrosivity (depending on encountered soil conditions at the discretion of Nicklaus staff)
- Evaluation of the field and laboratory data for pertinent soils engineering and geotechnical parameters for pavement design options, aggregate base course preparation, concrete, light pole foundation, including utility trench excavation, soil types, and earthwork recommendations, and depth to groundwater (if encountered).
- Preparation of a report summarizing our findings, conclusions, and recommendations as they pertain to the proposed project earthwork and construction.

SCHEDULING

Nicklaus is prepared to commence work on the geotechnical investigation immediately following your written authorization, submittal, and approval of encroachment permit/traffic control plan, availability of traffic control personnel, and availability of drilling equipment and field personnel and weather conditions. Nicklaus is not responsible for delays to scheduling caused by issues related to gaining property access or other factors outside of our control. We anticipate that our exploratory borings will take approximately one (1) working day to complete. Laboratory testing will require roughly seven to ten additional working days to complete.

We anticipate our final report will be completed within approximately five to six (5 to 6) weeks from authorization and approximately four (4) weeks after completion of field work based on a standard turnaround time.

BUDGET

The proposed budget for the scope of services to complete the geotechnical investigation as described herein is for a total Lump Sum fee of **\$9,922.00** (Nine Thousand Nine Hundred Twenty-Two Dollars). The table below shows a breakdown of our fees for the proposed scope of work.

<i>DESCRIPTION</i>	<i>ESTIMATED QUANTITY</i>	<i>RATE</i>	<i>UNIT</i>	<i>ESTIMATED TOTAL</i>
1. Project Coordination	2	\$148.00	Hour	\$296.00
2. Utility Clearance Support (811)	2	\$148.00	Hour	\$296.00
3. Encroachment Permit Application/Prep.	1	\$500.00	LS	\$500.00
4. Traffic Control – inc. Traffic Control Plan	1	\$1,200.00	LS	\$1,200.00
5. Subsurface Investigation				
a. Field Support Vehicle	1	\$300.00	LS	\$300.00
b. Drill Rig (3-Man Crew)(including travel)	9	\$275.00	Hour	\$2,475.00
c. Field Geologist (including travel)	8	\$148.00	Hour	\$1,184.00
6. Laboratory Testing	1	\$960.00	LS	\$960.00
a. Grain Size Analysis				
b. Moisture Content/Dry Density				
c. R-Value				
d. Modified Proctor				
e. Corrosivity				
7. Geotechnical Report				
a. Professional Engineer	8	\$170.00	Hour	\$1,360.00
b. Project Engineer/Geologist	8	\$148.00	HR	\$1,184.00
c. CAD Technician	1	\$110.00	HR	\$110.00
d. Administrative Support	1	\$57.00	HR	\$57.00
TOTAL FEE NOT TO EXCEED				\$9,922.00

Excess soil cuttings generated during our subsurface exploration and not utilized as backfill will be thin spread and disposed of in the adjacent dirt right-of-way/or retention basins.

Any out-of-scope services requested by the Client, such as environmental assessment or evaluation and testing, offsite presentation or work meetings, response to agency or third-party review comments, plan reviews, changes, or additions to our scope of services, or follow-up exploration work will be conducted as an extra on a Time and Materials basis, according to our current fee schedule and/or additional executed change orders.

The proposed exploratory work will cause disturbance to the existing ground surface. Nicklaus will make every reasonable effort to reduce the amount of disturbance that occurs. Our proposed scope of services does not include costs for repairing or replacement of existing vegetation, re-landscaping, re-paving, or repair of damage to any existing irrigation or utility lines. Costs do include the surface application of concrete mix at each boring location within the existing paved areas.

ASSUMPTIONS AND LIMITATIONS

- The total fee includes preparation time for City Encroachment Permit including application fee.
- Prior to drilling operations, it will be necessary for the Client to provide Nicklaus with all available recorded on-site utility information, in addition to 811 Alert locating services.
- This proposal does not include any potholing or similar type of utility locating services. We understand that the Client is requesting potholing services. Potholing services will be provided by Nicklaus in a separate proposal.
- Within the boring locations, should any utility be damaged or disrupted during Nicklaus digging operations, Nicklaus, or its subcontractors, will not be held responsible for repair or claims resulting from such damage or disruption.
- Groundwater is not expected to be encountered at the proposed drilling depth(s).
- This proposal assumes that all coordination for the drilling will be managed by Nicklaus through the Client.
- Pricing does not include any services, materials, or alternate drilling methods not specifically described in this proposal.
- The proposed budget assumes that this is a non-Prevailing Wage project.
- Should standby time caused by others be encountered, costs in addition to those in this proposal may be incurred.
- Nicklaus will not be responsible for damage to landscapes, flatwork, or structures, caused by equipment movement or drilling operations, unless such damage is caused by its employee's negligence or willful misconduct.
- It is assumed that traffic control will be required and provided for this project.
- It is assumed that the site will be open and accessible to Nicklaus personnel and equipment.
- Fee and schedule are based on availability of drill rig. Delays caused by unforeseen maintenance operations may add to the delivery time of the report.
- A \$750.00 late cancellation fee will be charged if a cancellation is received later than one (1) business day prior to scheduled start time. Multiple-day bookings are subject to a \$1,250.00 charge if canceled less than 48 hours of scheduled departure time. Late cancellation fee will be waived if cancellation is due to inclement weather or other acts of God or Nicklaus succeeds in scheduling its equipment and those of its subcontractors with another client.

Thank you for your consideration of our proposal. Should you have any questions regarding this proposal, please do not hesitate to contact me at (575) 640-4515.

Sincerely,

A handwritten signature in blue ink that reads "Craig C. Chase". The signature is written in a cursive style with a large initial 'C'.

Craig C. Chase, PG, CEG
Senior Geologist

September 22, 2025

Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Attn: Ms. Vanessa Rodriguez, P.E.

RE: North 4th Avenue Widening Project, San Luis, Arizona.

Nicklaus Engineering, Inc. (“*Consultant*”) appreciates the opportunity to submit this proposal to provide the subject services to Kimley-Horn (“*Client*”). Nicklaus will provide Potholing Services (the “*Services*”) as described herein and in conformance with the attached Terms and Conditions.

Scope of Work: Nicklaus Engineering will provide potholing services for 10 maximum locations, an encroachment permit, and utility coordination to locate existing utility locations along ½ a 12-mile-long section of 4th Avenue to each side of the existing roadway. The backfill of potholing excavations will be with Class 2 fill. There will be a maximum of two days on site.

Nicklaus is proposing a **Not-To-Exceed fee of \$5,725.00** as compensation for the performance of the Services. Maximum of two days on-site.

Services will be invoiced once per month, and payment is due within 30 days of the invoice date. Should these terms be acceptable, please sign and return one copy of this letter to our office (email is acceptable).

If you have any questions or concerns regarding this agreement letter, please feel free to contact me at (928) 344-8374.

Sincerely,

Nicklaus Engineering

Kimley-Horn



Signature

Signature

Steve Moran, Estimator/Project Manager

Name & Title (Typed or Printed)

Name & Title (Typed or Printed)

9/22/2025

Date of Signature

Date of Signature

TERMS AND CONDITIONS

I. AGREEMENT

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Nicklaus Engineering, Inc.
1851 W. 24th Street, Yuma, Arizona 85364
Attn: Olga Munoz

Should the Client fail to make payment as specified herein, interest at the rate of 2% per month on any overdue balance shall accrue and be added to the billing. The Client shall be responsible for all collection costs, interest, and attorney's fees required for Consultant to obtain proper payment.

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Client agrees to perform or facilitate the performance of the following, if applicable to the Services:

1. Provide access to the site, including coordination with any tenants.
2. Provide readily available information on the past history and operations at the site.
3. Provide available and known information on the nature of contaminants found on the property, if any,

including any analytical reports on soils or groundwater.

4. Provide information on locations of known underground tanks, pipes, and utilities for the site.

V. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and its partners, directors, officers, employees, agents and members, as applicable, with respect to any and all claims, losses, damages, liabilities, judgments or settlements (including but not limited to reasonable attorneys' fees, costs and other expenses) incurred by Consultant on account of any Professional Services conducted by Consultant pursuant to this contract; provided, however, this indemnification shall not extend to cover any claims, losses, damages, liabilities, judgments or settlements (including attorneys' fees, costs and other expenses) incurred by such indemnified persons on account of the negligence, willful misconduct, or fraud of Consultant (or its partners, directors, officers, employees, agents or members, as applicable).

VI. HAZARDOUS MATERIALS

Client acknowledges that Consultant may perform part of the Services at facilities that may contain pre-existing hazardous materials or pollution conditions ("Preexisting Conditions"), and Client releases Consultant from any liability that results from or is attributable to such Preexisting Conditions. Client further acknowledges that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials or conditions. The indemnification of Article V above shall apply to Preexisting Conditions.

VII. NO BENEFIT FOR THIRD PARTIES

The Services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any other person or entity.

VIII. WORK PRODUCT

Consultant and Client recognize that the Services performed hereunder have been commissioned by Client and that any work product generated by Consultant is intended solely for Client's benefit and use and may not be relied upon or reused by any other third party without Consultant's prior written consent. By this assignment, Consultant's work product will become the sole property of Client when Consultant has been compensated in accordance with this agreement. Consultant may keep copies of all work product for its records.

Client required to complete billing information:

Purchase Order / Job Number:	
Billing To:	
Contact:	
Billing Address:	
Project Name:	
Project Address:	
Phone Number:	
Email:	
<p><i>I have read the above and to the best of my knowledge it is true and correct, and I agree to pay these charges. I agree to notify Nicklaus Engineering, Inc. in writing of any disputes within thirty (30) days of the date the work was performed. Otherwise, such disputes are considered negligible. In the event a suit is instigated to enforce payment, the vendor/contractor/owner agrees to pay reasonable attorney and collection fees together with legal interest and cost of suits. This proposal will be valid for a period of thirty (30) days following the date set forth above. Payment terms are NET 30 day.</i></p>	