



## NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:00 p.m., Wednesday, July 30, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:00 p.m., el día Miercoles, 30 de Julio 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 7/29/2025



### AGENDA Special Meeting San Luis City Council Council Chambers 1090 E. Union Street San Luis, AZ 85349 July 30, 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 6:00 P.M.**

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(l), 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.

**No Legal  
Action Permitted**

5. **PROCLAMATION/PRESENTATIONS**

5. A. Proclamation on Child Support Awareness Month - August 2025 **Proclaimed**
5. B. Presentation by Yuma Community Food Bank to San Luis City Council. **(Shara Whitehead, President and Chief Executive Officer and Michelle Merkley, Chief Operating Officer)** **Presentation Done**
5. C. Presentation on Yuma Metropolitan Planning Organization's activities. **(Crystal Figueroa, Executive Director)** **Presentation Done**
5. D. Presentation and update on Fuerza Local Cohort 1 and Economic Impact Report. **(Armando Esparza, Director of Economic Development and Government Affairs)** **Presentation Done**
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** **Approved**  
- Special Council meeting held June 18, 2025  
- Regular Council meeting held June 25, 2025
6. B. **DISBURSEMENTS** **Approved**  
**From July 2, 2025 to July 22, 2025**  
**Total \$5,119,228.83**  
(Five Million, One Hundred Nineteen Thousand, Two Hundred Twenty-Eight Dollars and Eighty-Three Cents)
7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
7. A. Discussion and possible action on any and all matters regarding authorization for the purchase of Fortinet network infrastructure equipment to replace aging network hardware and to upgrade firewalls through PCS Solutions using 1GPA National Purchasing Cooperative Agreement Contract #25-09PV-06 under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing. **(Fernando Corona, IT Manager)** **Approved**

7. B. Discussion and possible action on any and all matters regarding the ratification of payment for temporary staffing services provided by Robert Half. **(Fernando Corona, IT Manager)** **Approved**
7. C. Discussion and possible action on all matters regarding the approval and ratification of payment for the Arizona Department of Transportation contract modification for the Los Alamos Curve Realignment Project. **(Manny Hernandez, Assistant Director of Public Works)** **Approved**
7. D. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Services, LLC. for traffic control needs. **(Nigel Reynoso, Chief of Police)** **Approved**
7. E. Discussion and possible action on any and all matters regarding Order No. 2025-06. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Lease Agreement between the City of San Luis and Greater Yuma Port Authority, Inc. (GYPA) for the lease of the building at 788 East B Street, San Luis, Arizona. **(Kay Marion Macuil, City Attorney)** **Approved**
7. F. Public hearing followed by discussion and possible action on any and all matters regarding Proposed Ordinance No. 468. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, continuing the occupational registration for peddlers as set forth in City Code Chapter 5.10 and finding the registration requirement is necessary to protect the health, safety or welfare of the public; and amending City Code § 5.10.020 to clarify the application process requirements; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)** **Public Hearing Held/Approved**
- A. Staff presentation
  - B. Open Public Hearing
  - C. Call to the public on this item
  - D. Close Public Hearing
  - E. Action on reading of Ordinance No. 468, by title only
  - D. Action on Ordinance No. 468

8. **SUMMARY OF CURRENT EVENTS** **Informational Update**  
 Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. § 38-431.02 (K).
9. **EXECUTIVE SESSIONS**  
 Vote to hold Executive Sessions pursuant to A.R.S. § 38-431.03(A) (3)(4) and (7).
9. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)** **Executive Session Held**
9. B. Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A) (3)(4) and (7) on any and all matters regarding a proposal for a forbearance agreement including use of potential proceeds from the potential sale of property to be used to request a court order granting the forbearance agreement terms control the San Luis Regional Detention and Support Center Project revenue allocation for two years in Case No. 62-TR-CV-24-31 Minnesota Second Judicial District for discussion or consultation for legal advice with the City Attorney, in order to consider and instruct the City Attorney regarding the Corporation's position. **(Kay Marion Macuil, City Attorney)** **Executive Session Held**
9. C. Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) on any and all matters regarding San Luis Proposition 434 on eliminating City Council compensation for discussion or consultation for legal advice with the City Attorney. **(Kay Marion Macuil, City Attorney)** **Executive Session Held**

9. D. Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding certain claims under the Employee Benefits Plans and discussion or consultation for legal advice with the City Attorney. **(Jenny Torres, Acting City Manager)** **Executive Session Held**

10. **MOTION TO GO BACK INTO SPECIAL SESSION**

11. **DISCUSSION AND POSSIBLE ACTION ITEM:**

11. A. Discussion and possible action on any and all matters regarding Resolution No. 2368. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and calling a Special Election to be held on November 4, 2025, in and for the City of San Luis, Arizona, to submit to the qualified electors of San Luis Proposition No. 434 regarding the City Council's compensation, benefits, and/or travel allowances. **(Sonia Cornelio, City Clerk)** **Approved**

12. **ADJOURNMENT 9:03 p.m.**



# PROCLAMATION

**Special City Council Meeting**

**5. A.**

Meeting Date: 07/30/2025

---

Title:

Proclamation on Child Support Awareness Month - August 2025

---

Attachments

Proclamation

---



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

## CHILD SUPPORT AWARENESS MONTH

### August 2025

**WHEREAS**, the City of San Luis joins the Nation in recognizing August as Child Support Awareness Month and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the City of San Luis will always be committed advocates for our children, whose safety and security remain top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS) is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity, and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS strongly advocates for parenting responsibilities because parents and children benefit when both are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, Child Support Awareness Month values parents' involvement in their children's lives and who make regular child support payments to safeguard their children's future.

**NOW, THEREFORE, BE IT RESOLVED** that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim August 2025 as "**Child Support Awareness Month**" in the City of San Luis, Arizona.

**DATED** this \_\_\_\_ day of July 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk



# PRESENTATION

## Special City Council Meeting

5. B.

Meeting Date: 07/30/2025

Submitted By: Kay Macuil, Attorney's Office

---

Presentation Topic/Summary:

Presentation by Yuma Community Food Bank to San Luis City Council. **(Shara Whitehead, President and Chief Executive Officer and Michelle Merkley, Chief Operating Officer)**

---

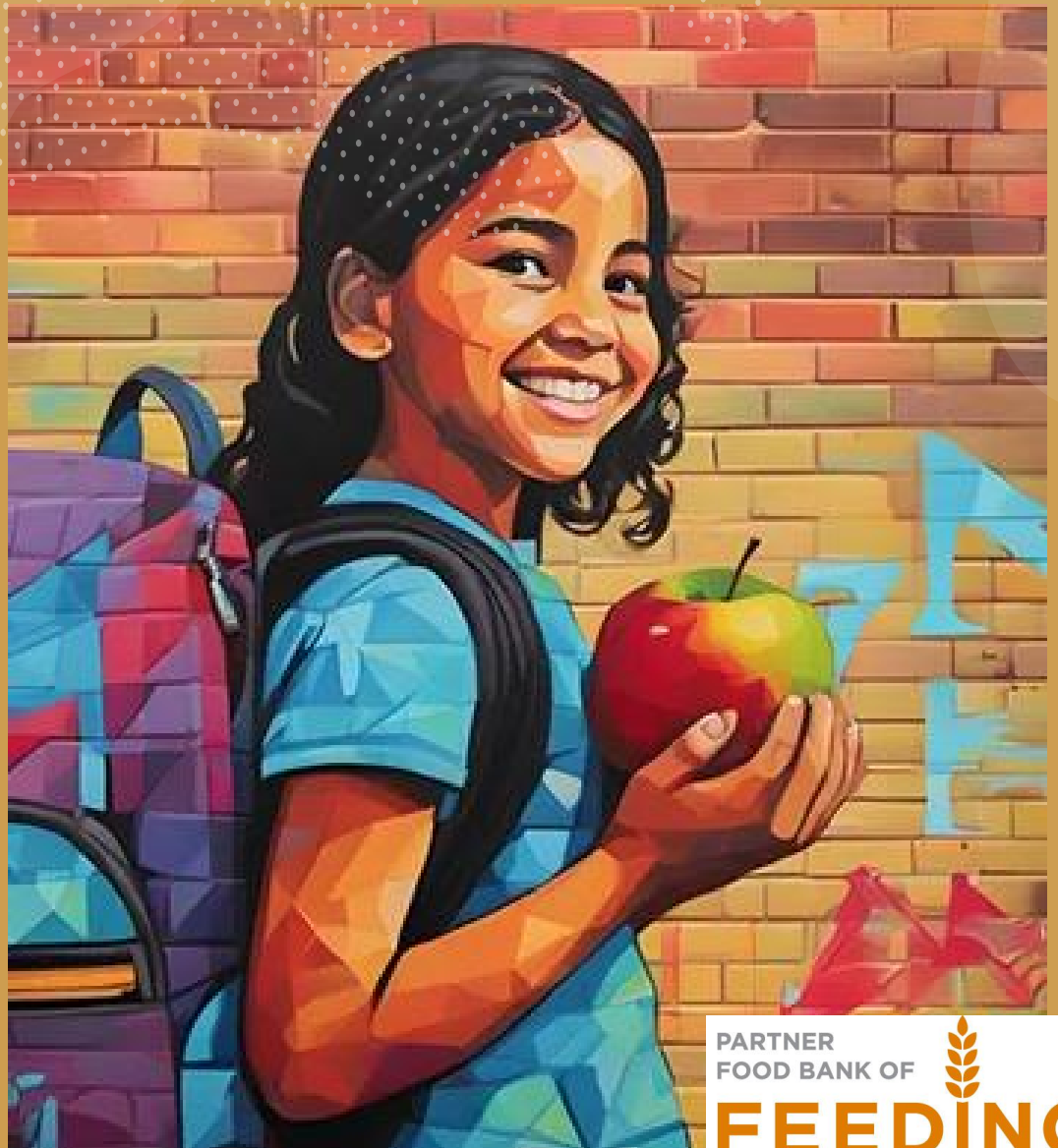
Attachments

Presentation

---

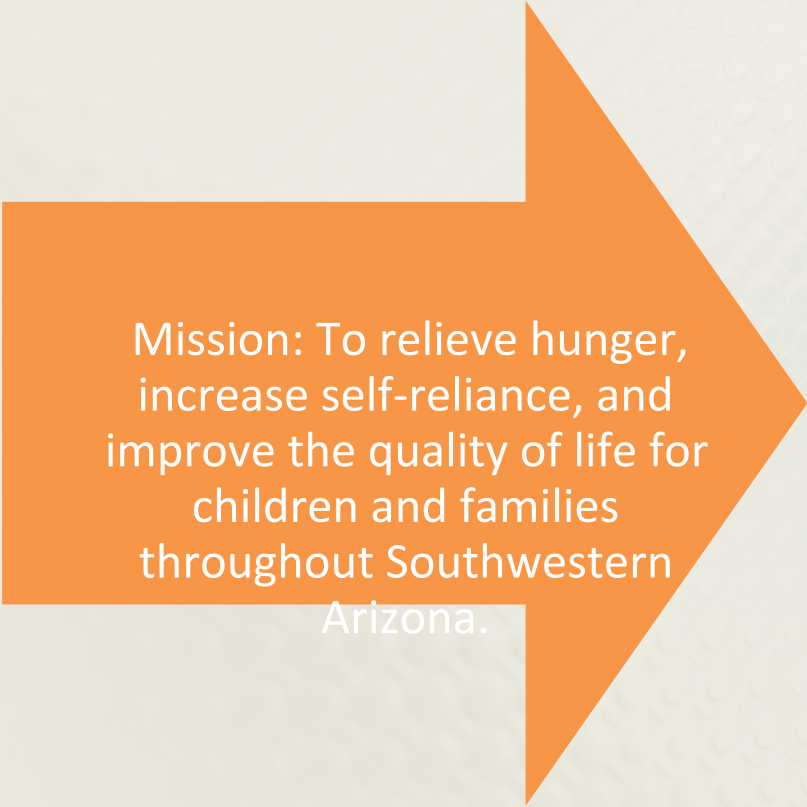
YUMA  
COMMUNITY  
FOOD  
BANK  
Community  
Food Bank

Presentation  
to the City of  
San Luis



PARTNER  
FOOD BANK OF  
**FEEDING**  
**AMERICA**

# Mission & Vision



Mission: To relieve hunger, increase self-reliance, and improve the quality of life for children and families throughout Southwestern Arizona.



Vision: To Build Hunger-Free Communities

# Our History

- Since 1978, Yuma Community Food Bank (YCFB) has led hunger relief in Yuma and La Paz Counties. Formalized in 1981, YCFB has provided food assistance for over 47 years. As the DES -designated Regional Food Bank, we cover nearly 10,000 square miles.



# Program Overview

- Emergency Food Bag Program (13,847 boxes/month)



```
graph TD; A["- Emergency Food Bag Program (13,847 boxes/month)"] --> B["- Commodity Supplemental Food Program (1,675 seniors)"]; B --> C["- Grocery Rescue (daily food recovery from retailers)"]; C --> D["- School Food Pantry (families/students)"]; D --> E["- Travel Pack Program (unhoused neighbors)"];
```

- Commodity Supplemental Food Program (1,675 seniors)

- Grocery Rescue (daily food recovery from retailers)

- School Food Pantry (families/students)

- Travel Pack Program (unhoused neighbors)

# Regional Reach & Equity

---



We serve Bouse, Somerton, Cibola, Dateland, Ehrenberg, McMullen Valley, Parker, Quartzsite, San Luis and more.



We provide food, support, and best practices to 15 agency partners, ensuring equitable food access.

Distribution

# Programs & Schedule

---

**Location: Cesar Chavez Cultural Center**

---

**When: Second Wednesday of each month**

---

**TEFAP / CSFP**

---

**Time: 7:00 a.m. – 11:00 a.m.**

---

**When: Fourth Wednesday of each month**

---

**TEFAP Only**

---

**Time: 7:00 a.m. – 9:00 a.m.**

---

# San Luis Distribution FY 24-25

Households Served  
5,123

TEFAP Served  
5,061

0-5 yrs 6%  
6-18 yrs 19% 19  
-24 yrs 8%

Individuals Served  
11,885

CSFP Served  
1,453

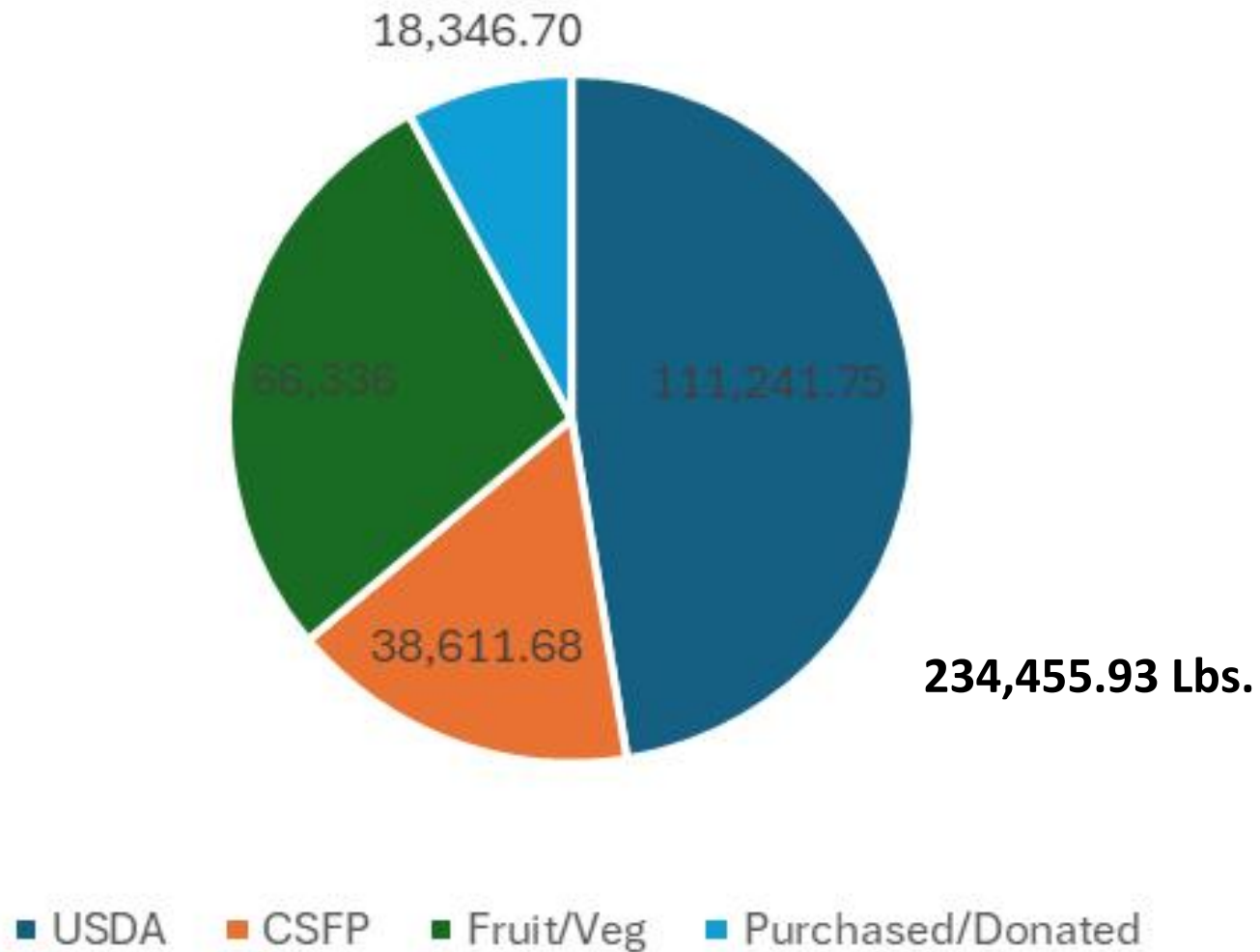
25-35 yrs 12% 36  
-50 yrs 13%  
51-59 yrs 8%  
60+ yrs 35%

# San Luis neighbors Served at Yuma Community Food Bank

Neighbors from San Luis-  
26,427 households

21% of total households  
served  
(125,544) in Yuma County

# Pounds of Food Distributed at Mobile Distribution



# Community Need & Geographic Challenge

---

Yuma Community Food Bank is a vital safety net for Yuma & La Paz Counties, spanning 10,000+ sq. miles.

---

- Drivers travel over 5,000 miles/month to reach remote food deserts (e.g., Dateland, Quartzsite)

---

- Yuma County's unemployment rate (April 2025): 11.3%

---

- 18.8% of residents face food insecurity

---

- 35% of children are food insecure

---

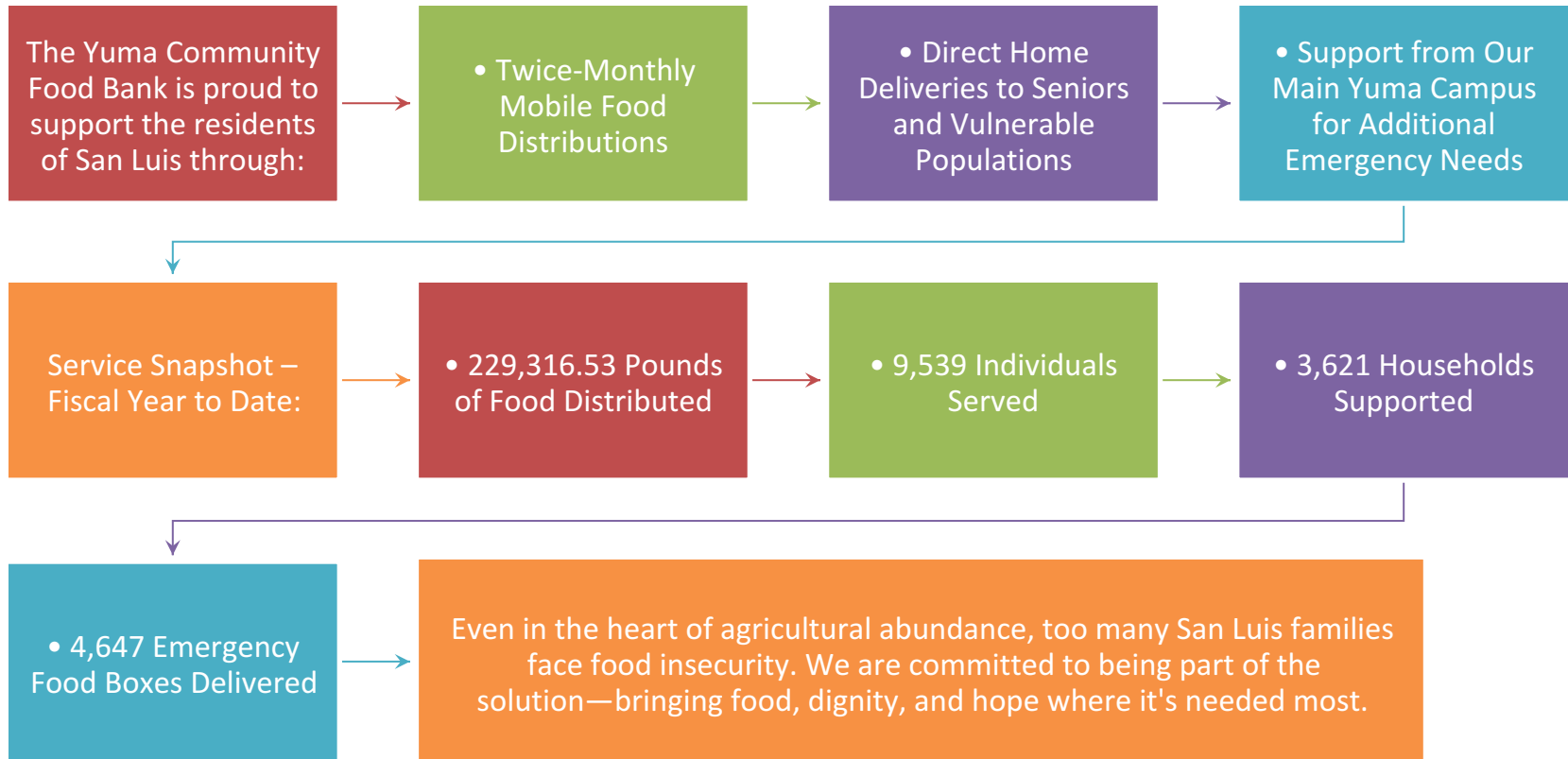
Despite being the winter vegetable capital, our region faces limited access to fresh, affordable food.

---

Sustained food assistance remains critical.

---

# Serving the City of San Luis: Our Impact



# Continued Partnership & Support

- As San Luis expands, the need for services—especially for those below the Federal Poverty Guidelines—also grows.
- Your funding ensured uninterrupted mobile distributions, emergency food boxes, and USDA programs for residents.

## **Looking Ahead: Strengthening Service in San Luis**

We are actively seeking a dedicated facility in San Luis to better serve local families and seniors without requiring travel to Yuma. In the interim, we remain committed to twice-monthly mobile pantry distributions and targeted home deliveries to ensure no resident goes without support.

Secure and equip a permanent San Luis service location Expand food distribution capacity to meet rising demand in a rapidly growing community Enhance outreach and home delivery for isolated seniors and residents with transportation barriers Together, we can deepen our impact in San Luis—bringing food, dignity, and hope to every corner of the city.





# PRESENTATION

## Special City Council Meeting

5. C.

Meeting Date: 07/30/2025

Submitted By: Sonia Cornelio, City Clerk's Office

---

Presentation Topic/Summary:

Presentation on Yuma Metropolitan Planning Organization's activities. **(Crystal Figueroa, Executive Director)**

---

### Attachments

Presentation

---



# Yuma MPO Activities

By: Crystal Figueroa  
Executive Director  
July 30, 2025

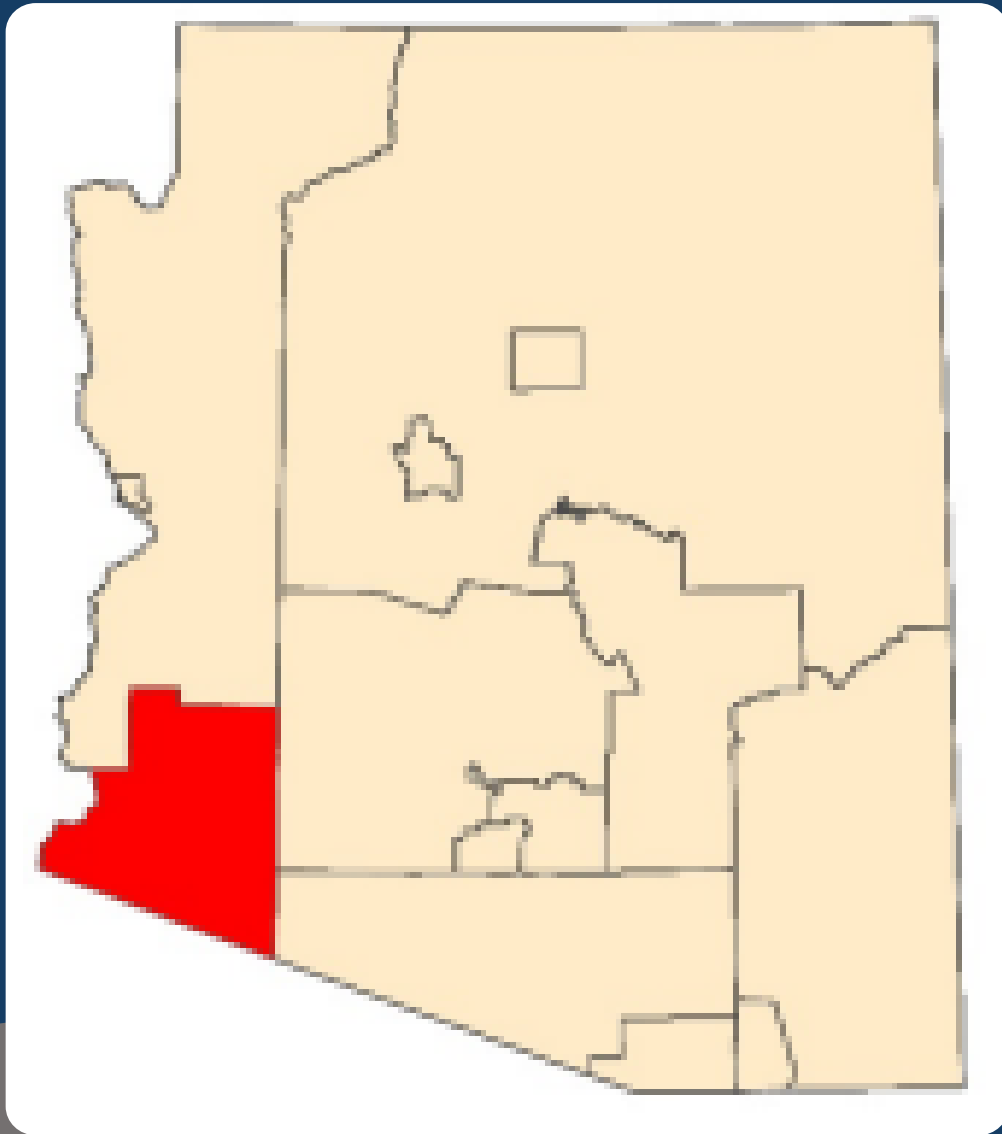


# MISSION STATEMENT

Our mission is to balance multimodal transportation related needs in the formally designated Yuma regional transportation planning area, while promoting a safe environment and enhancing the quality of life in our community. YMPO planning includes collecting data, coordinating and integrating sustainable solutions, and maintaining a continued Long-Range, multi-agency, comprehensive transportation plan, to incorporate all stakeholders and members of the public

# Executive Board





## What is an MPO?

- Plans transportation in urban areas with populations over 50,000 people
- Made up of representatives from local, state, and federal governments.
- Its role is to coordinate regional transportation planning and prioritize how federal transportation dollars will be spent in the Yuma Metropolitan area.

# YMPO Represents and Collaborates

## Local – Member

### Jurisdictions:

- Yuma County
- City of Yuma
- City of San Luis
- City of Somerton
- Town of Wellton
- Cocopah Indian Tribe

## State Partner:

- Arizona Department of Transportation (ADOT)  
Southwest District

## Ex – Officios:

- USDOT: FHWA, FTA
- YCIPTA
- CALTRANS
- EPA



# YMPO's Federally Mandated Items

---

Biennial Unified  
Planning Work  
Program (UPWP)  
& Budget

Long-Range  
Transportation  
Plan (LRTP)

Short-Range  
Program (TIP)

Air Quality  
Conformity

Annual Audit &  
Title VI Report

# Ongoing Projects

FY 24-25 Projects

FY 27-28 Safety Applications (HSIP) – 6 applications

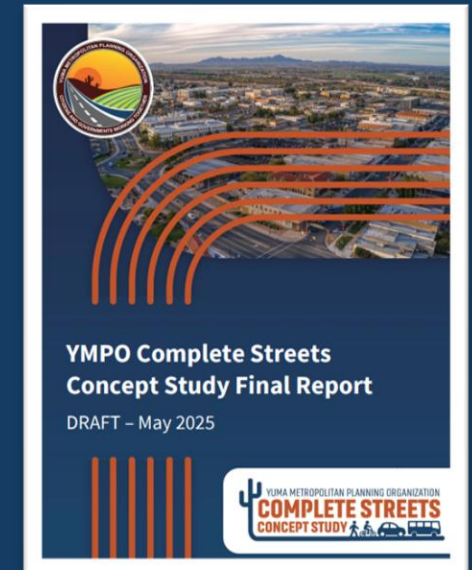
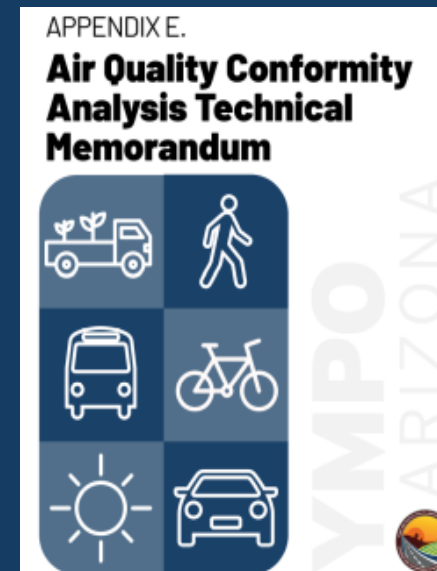
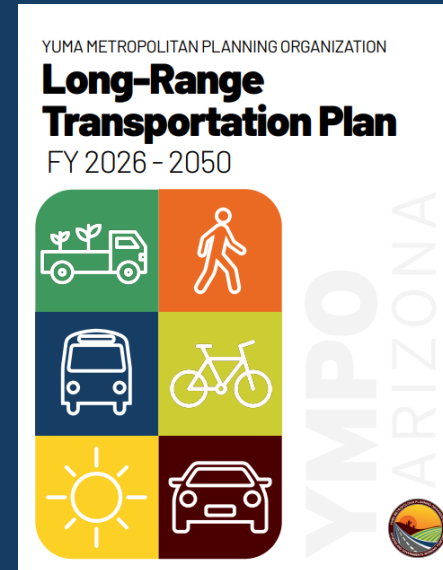
FY 2026-2050 Long Range Transportation Plan

FY 2026-2030 Transportation Improvement Program

2025 Air Quality Conformity Analysis

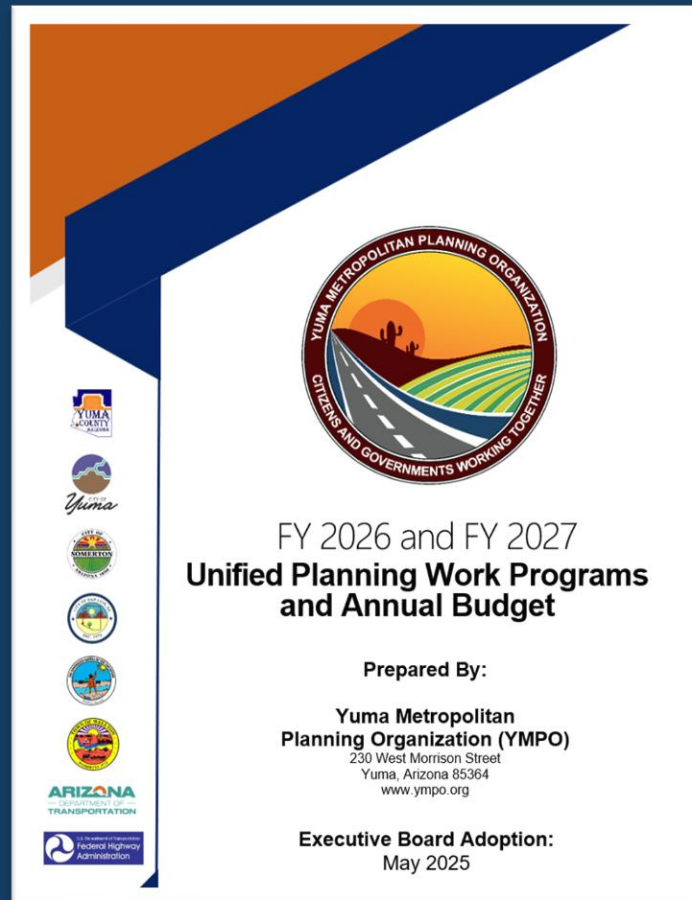
Complete Streets Study

RFP Roads of Regional Significance\*



# PURPOSE

## 2-YEAR UPWP



- Transportation Planning Activities & Priorities
- Foundation for federal funds
- Control tool
- The Yuma Cooperation, Comprehensive, and Continuing Transportation Planning process
- Provided in the UPWP are tasks and budget.

# Projects to Start in FY 2026-2027

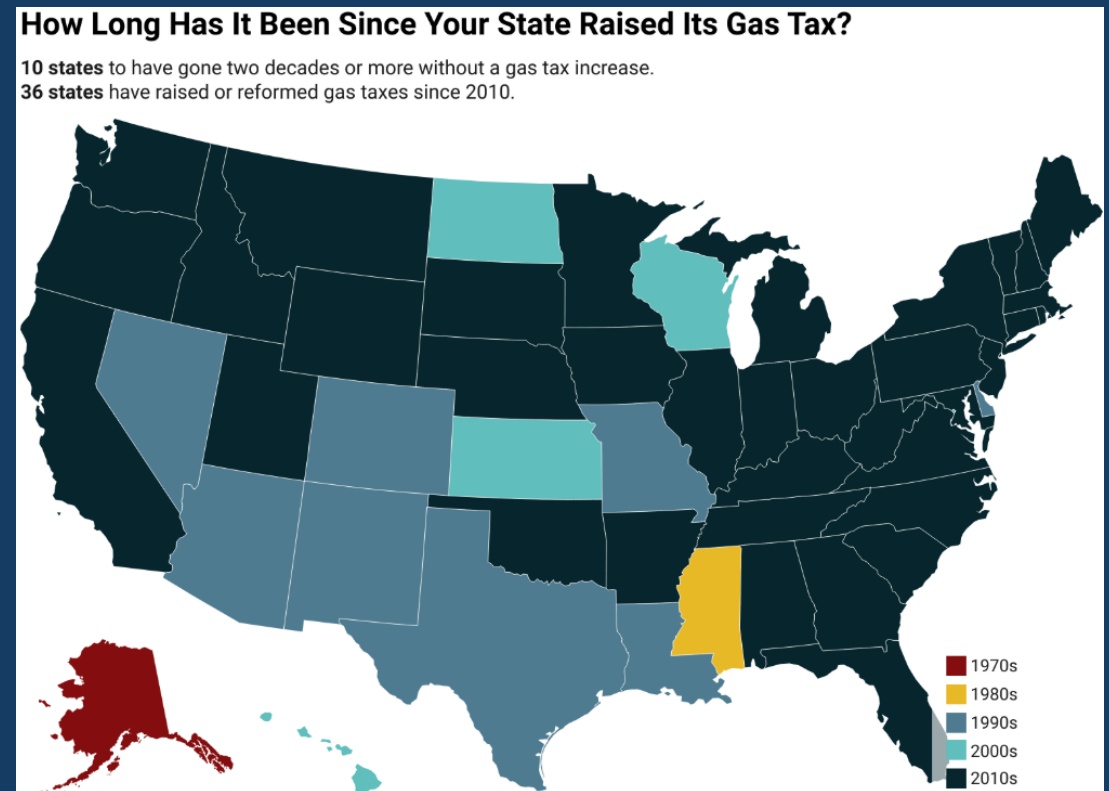
---

- Roads of Regional Significance Study
- TMA Upgrade Study
- Regional Comprehensive Safety Action Plan
- Short Range Transit Plan
- I-8 Improvements Study
- Regional Sales Tax Study

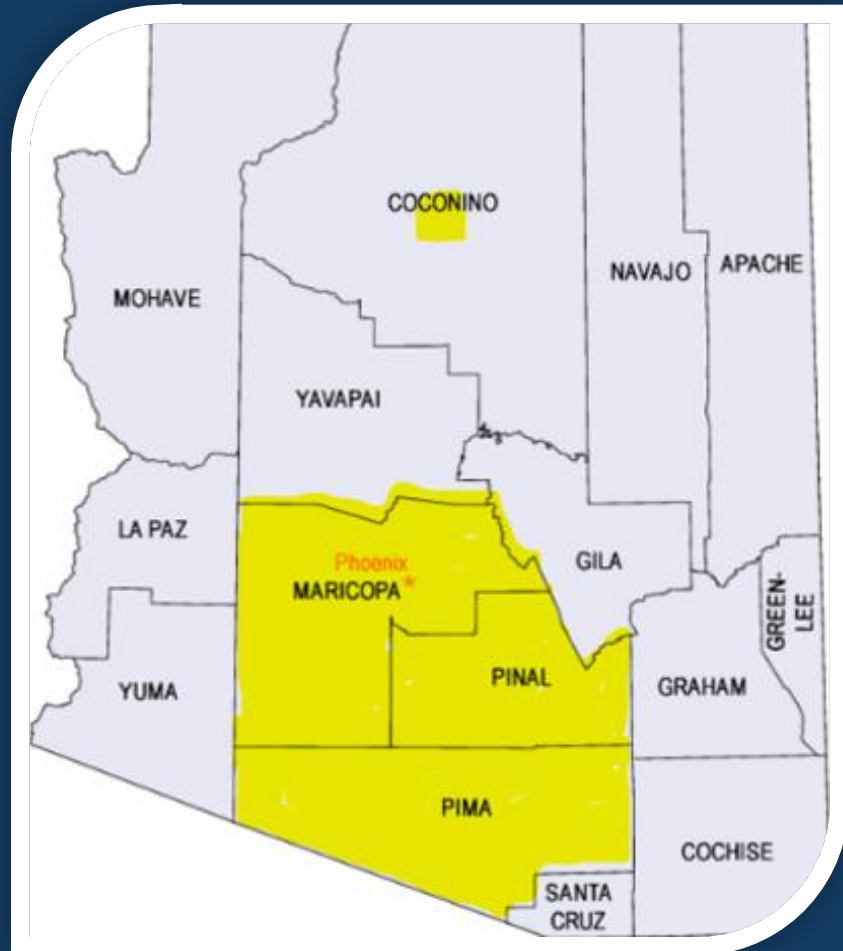


# Transportation Funding in Arizona

- Bipartisan Infrastructure Funding
- Lack of funding - 0.18 per/gal since 1990
- Fuel tax has not increased in over 35 years
- Purchasing power of a dollar in 1990 now reduced to \$0.41.
- Vehicles are more efficient



# The Future of Transportation Funding in Yuma County



- Over 85% of AZ ALREADY has a ½ cent sales tax for transportation
- The City of Yuma already has a ½ sales tax for transportation projects
- Remainder of YMPO region does not have a sales tax
- Our region NEEDS a sales tax, just for Transportation



# GREATER ARIZONA

## Regional Transportation

FY 25 Project Priority List For Legislative Action



## FY 2025 HB2304 Rural AZ Transportation Priority Projects & AZ SMART

- Three Projects in the Yuma Region:
  - US 95: Wellton Mohawk Canal Rd to Aberdeen Rd, \$48M
  - US 95: Mill and Pavement Overlay Phase II (Co. 17<sup>th</sup> to Ave. D), \$8.3M
  - US 95: Main Street – Downtown Redevelopment, \$1.6M
- ❖ AZ SMART – HB2101 \$10M

# AZ SMART Funding Awarded in the Region

AWARDED YEAR	MUNICIPALITY	AWARD TYPE	FUNDING CATEGORY	PROJECT NAME	AWARD AMOUNT	FEDERAL GRANT	FEDERAL GRANT AMOUNT
2023	City of San Luis	DOES	Municipality Over 10K	Cesar Chavez Blvd Improvements	\$2,787,435	RSTGP 2023	\$25,000,000
2023	Yuma County	DOES	County Over 100K	Avenue E/D New Roadway Construction	\$610,000	RAISE 2025	Not Awarded
2024	City of Yuma	MATCH	Municipality Over 10K	Comprehensive Safety Action Plan	\$90,000	SS4A 2024	\$480,000
2024	City of Yuma	MATCH	Municipality Over 10K	Yuma Multi-Modal Transportation Center	\$3,537,057		\$10,614,225
2023	ADOT	DOES	N/A	US Highway 95, Wellton-Mohawk Canal to Imperial Dam Road	\$3,750,000	RAISE 2023	\$8,500,000
2025	Yuma County	MATCH	County Over 100K	Elimination of three UPRR Crossings (9E, Fortuna Rd, County 29E)	\$160,000	FRA 2024	\$640,000
<b>TOTAL</b>					<b>\$10,934,492</b>		<b>\$45,234,225</b>

AVAILABLE FUNDING					
ADOT	UNDER 10K	OVER 10K	COUNTY UNDER 100K	COUNTY OVER 100K	TOTAL FUNDING
\$3,873,593	\$2,565,104	\$0	\$3,012,911	\$3,708,311	\$13,159,919

# Funding Opportunity

---


- Competitive Grant Program
- \$17M for Greater Arizona
- Smaller-scale alternative-mode of transportation projects:
  - ✓ pedestrian & bicycle facilities
  - ✓ Recreational trails
  - ✓ Safe Routes to School



---

## Transportation Alternatives Program Guidebook



An aerial photograph of a city, likely Phoenix, Arizona, showing a mix of urban buildings, parking lots, and green spaces. A multi-lane highway runs through the middle ground. In the background, there are mountains under a blue sky with light clouds. The image is partially obscured by a dark blue overlay on the right side where the text is located.

## Funding Opportunity: Surface Transportation Block Grant (STBG) Funds

- YMPO receives approximately \$1M/year of STBG for transportation improvement projects.
- Flexible funding
- Eligible applicants: local governments
- TAC members must submit projects for consideration

Thank You!

We look forward to  
continued  
collaboration





# PRESENTATION

## Special City Council Meeting

5. D.

Meeting Date: 07/30/2025

Submitted By: Armando Esparza, Economic Development

---

Presentation Topic/Summary:

Presentation and update on Fuerza Local Cohort 1 and Economic Impact Report. **(Armando Esparza, Director of Economic Development and Government Affairs)**

---

### Attachments

Fuerza Local Update and Economic Impact

---



# *Fuerza Local* Update and Economic Impact Report

City Council Meeting  
July 23rd, 2025



**ECONOMIC  
DEVELOPMENT**  
CITY OF SAN LUIS, ARIZONA



# Fuerza Local

- \$60,000 USDA Rural Business Development Grant
- Funds two Fuerza Local Cohorts
- Cohort 1:
  - 42 Applicants
  - 35 Interviews
  - 12 Businesses selected
  - 11 Business Graduated



**¿Necesita ayuda con su Negocio o quiere *Emprender*?**

-  Clases empiezan en febrero de 2025.
-  Se unirá a nuestra comunidad de Fuerza Local.
-  17 Clases impartidas por expertos locales.
-  Obtendrá una beca de \$1000 al completar el programa.

**FUERZA LOCAL ARIZONA**  
ACELERADOR DE NEGOCIOS

**¡APLICA HOY!**

APLICACIONES ABIERTAS PARA LA CIUDAD DE **SAN LUIS, ARIZONA.**



REGÍSTRESE GRATIS EN:  
[WWW.FUERZALOCAL.ORG](http://WWW.FUERZALOCAL.ORG)

MÁS INFORMACIÓN DEL PROGRAMA CON: ELAMAN RODRIGUEZ  
**(602) 430-0860**

**¡Programa sin costo y en español!**

FECHA LÍMITE:  
**30 DE NOV. DE 2024**





# *Fuerza Local* Cohort 1 Impact

**6 Industries**  
Represented

**\$62,000+**  
Capital  
Invested

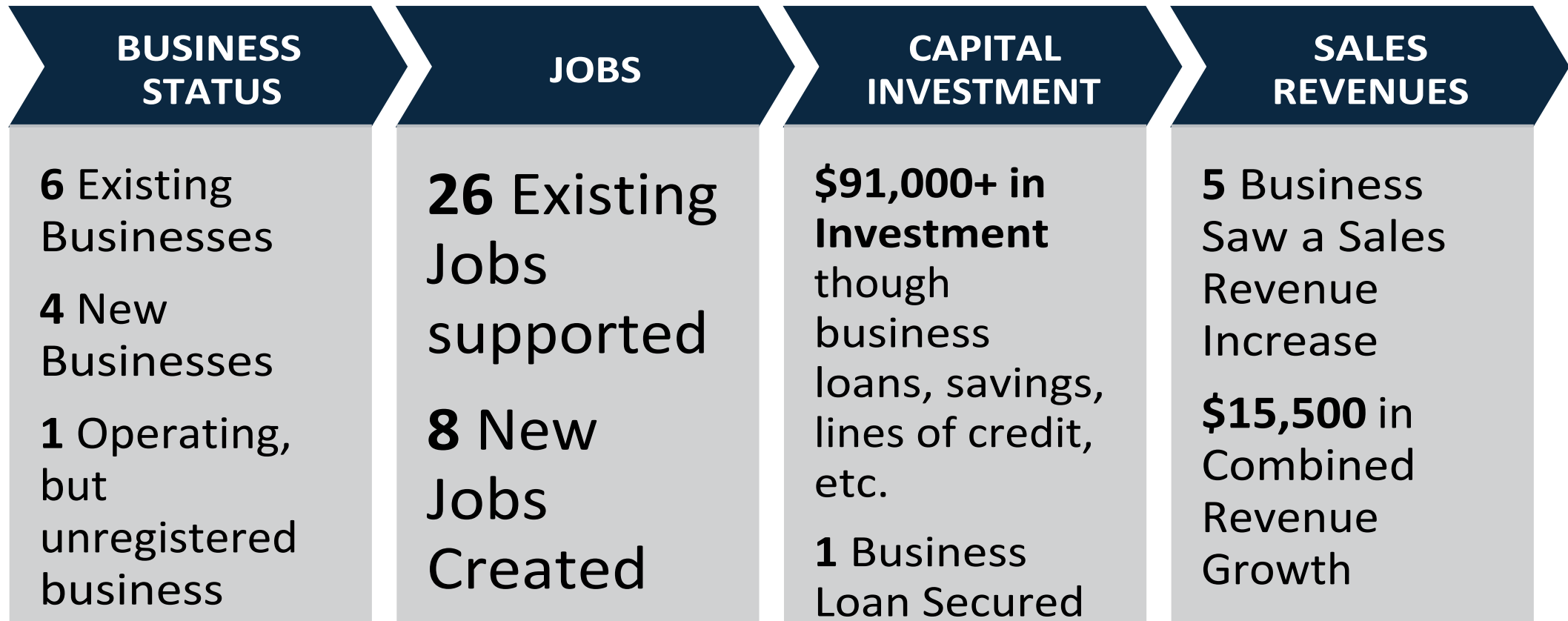
**\$11,000**  
Grants  
Awarded

**34 Jobs**  
Created or  
Retained

**560+ Hours**  
of Business  
Classes

---

# Direct Economic Impact

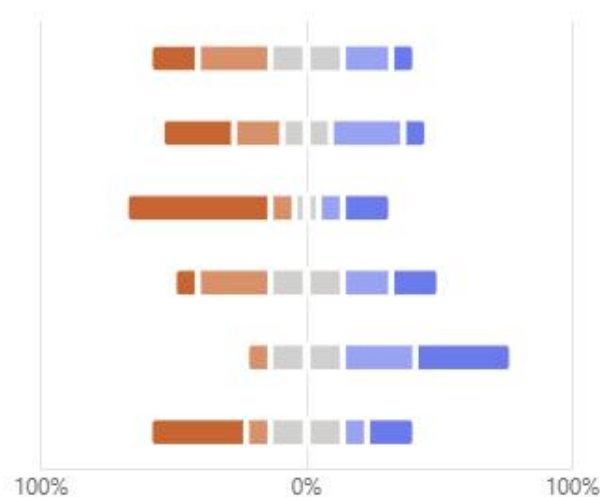


\*Figures based on participant-reported data.

9. Califique su nivel de conocimiento **antes** del programa en los siguientes temas (1 = Muy bajo, 5 = Muy alto):  
(Use una escala de 1 a 5)

● 1 ● 2 ● 3 ● 4 ● 5

- Contabilidad e impuestos
- Recursos humanos
- Acceso a capital y finanzas
- Marketing y redes sociales
- Servicio al cliente
- Planificación de negocios



[More details](#)



**Skills  
Proficiency  
Before  
*Fuerza  
Local***

10. Califique su nivel de conocimiento **después** del programa en los siguientes temas (1 = Muy bajo, 5 = Muy alto):  
(Use una escala de 1 a 5)

● 1 ● 2 ● 3 ● 4 ● 5

Contabilidad e impuestos

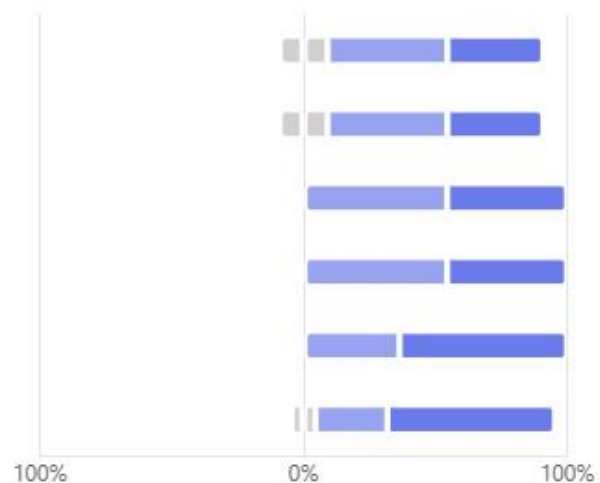
Recursos humanos

Acceso a capital y finanzas

Marketing y redes sociales

Servicio al cliente

Planificación de negocios



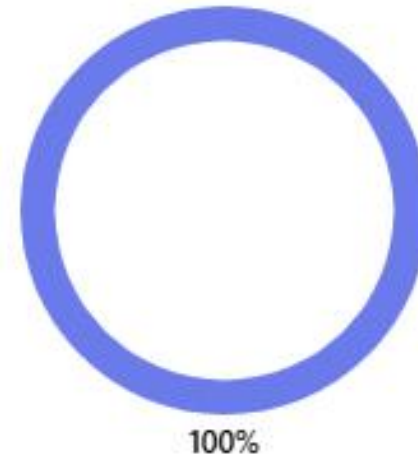
[More details](#)

**Skills  
Proficiency  
After  
*Fuerza  
Local***

11. ¿Recomendaría el programa Fuerza Local a otros emprendedores?

[More details](#)

● Sí	11
● Tal vez	0
● No	0



**Recommended  
Program**

## Responses

El programa ayuda bastante y enseña muchos aspectos de un negocio que muchos desconocen. Aprendes a como organizar y planificar correctamente para poder tener un negocio exitoso.

el progma me fue muy util para conocer detalles de como hacer crecer mi negocio

Recibi todas las herramientas y motivacion necesaria para que mi negocio sea exitoso.

Los temas que tratamos son de suma importancia en el manejo del negocio, se conocen redes de apoyo que nos ayudan en temas relacionados con el negocio .

Muy completa la información del programa.

Excelente clases, formalidad y profesionales.

Una buena experiencia para negocios principiantes

Una experiencia que me trajo un despertar tocante a ser emprendedora con exito

Todo el apoyo, extraordinaria información de todas las de tener un Negocio con todos permisos. Extraordinario apoyo

Excellent programs

Ah sido una experiencia maravillosa, me a brindado mucho conocimiento para en el futuro.

**¿Necesita ayuda con su Negocio o quiere *Emprender*?**

**LOCAL FIRST ARIZONA FUERZA LOCAL**

Clases empiezan en agosto de 2025.

Se unirá a nuestra comunidad de Fuerza Local.

17 Clases impartidas por expertos locales.

Obtendrá una beca de \$1000 al completar el programa.

**FUERZA LOCAL ARIZONA**  
ACELERADOR DE NEGOCIOS

**¡APLICA HOY!**  
2 GENERACIÓN

APLICACIONES ABIERTAS PARA LA CIUDAD DE **SAN LUIS, ARIZONA.**

**FECHA LÍMITE:**  
**31 DE MAYO DE 2025**

**REGÍSTRESE EN:**  
**WWW.FUERZALOCAL.ORG**

O COMUNIQUESE CON  
ELAMAN RODRIGUEZ (602) 430-0860  
elaman@localfirstaz.com

**¡Programa sin costo y en español!**

@FUERZALOCALAZ

# Fuerza Local Cohort 2

- \$30,000 USDA Rural Business Development Grant Remaining
- Cohort 2:
  - 30 Applicants
  - 27 Interviews
  - 12 Businesses selected
- Classes start August 5<sup>th</sup>, 2025

# Thank you.

Economic Development and City Staff

Local First Arizona

Community Partners

Course Instructors

Questions?

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. A.

Meeting Date: 07/30/2025

---

#### Summary

#### **MINUTES OF**

- Special Council meeting held June 18, 2025
  - Regular Council meeting held June 25, 2025
- 

#### Attachments

6/18/2025 SCM

6/25/2025 RCM

---

**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**June 18, 2025**  
**6:00 p.m.**

**1. CALL TO ORDER/ROLL CALL**

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

**PRESENT:** 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  
Mayor Nieves Riedel

**ABSENT:** Council Member Luis E. Cabrera

**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  
Albert Moreno, I.T. Technician  
Angelica Cifuentes, Purchasing Coordinator  
Angelica Fregoso, Ambulance Billing Coordinator  
Angel Ramirez, Fire Chief  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Armando Esparza, Director of Economic Development  
Bianca Zarate, Ambulance Billing Coordinator  
Carolina Corral, Accountant I  
Debora Luna, Accountant II  
Edgar Esparza, Billing and Collections Manager  
Enrique Lopez, Assistant Fire Chief  
Eulogio Vera, Director of Public Works  
Fernando Corona, I.T. Manager  
Francia Alonso, Public Information Officer  
Guadalupe Cañez, Accounting Specialist  
Jeremy Humphrey, Fire Battalion Chief  
Jorge Perez, Assistant Director of Public Works

Manuel Hernandez, Assistant Director of Public Works  
Maria Barajas, Human Resources Generalist  
Maria Sabori, Risk Manager  
Mario Rodriguez, Finance Operations Manager  
Miguel Ramirez, Finance Accounting Manager  
Nigel Reynoso, Chief of Police  
Olivia Jenkins, Administrative Services Manager  
Roula Encinas, Director of Finance  
Saul Palacios, Accounting Specialist  
Tomas Sanchez, City Engineer  
Victor De La Torre, Safety Officer  
Yolanda Dueñas, Facilities Supervisor  
Adelaida Buchanan, Resident  
Albert Leon, Resident  
Brian De La Hoya, Resident  
Christian Cuevas, Meeting Translator  
Columba Nuñez, Resident  
Fabher Sanchez, Resident  
Guillermina Fuentes, Resident  
James Allen Jr., Resident  
Jessica Encinas, Resident  
Juanita Toledo, Resident  
Lilia Quiñonez, Resident  
Luisa Arreola, Resident  
Maria Gonzalez, Resident  
Maria Robles, Resident  
Mark Concha Jr., Resident  
Nydia Mendenhall, Resident

## **2. PLEDGE OF ALLEGIANCE**

Council Member Javier Vargas, led the Pledge of Allegiance.

## **3. INVOCATION**

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

## **4. CALL TO THE PUBLIC**

Ms. Guillermina Fuentes, 1638 N 9<sup>th</sup> Avenue, San Luis, AZ, commented that the retaliation letters issued by the Mayor to three (3) Council Members and three (3) community members, including herself, appear to be intimidation letters. Ms. Fuentes stated that the Mayor is trying to instill fear in anyone who dares to speak up or criticize the current mismanagement of the city government.

She reminded the Mayor that she holds a public office and, as such, is subject to scrutiny and criticism just as the Mayor herself openly criticized and defamed prior mayors. Ms. Fuentes clarified that she and the others involved are not the Mayor's employees, nor her puppets, responding to every snap of her fingers. Additionally, she emphasized that having money does not give the Mayor the right to silence those who voice their honest opinions about her administration. The people of San Luis are neither blind nor deaf to the acts of retaliation and abuse that have taken place in the city. If the residents of San Luis elected the Mayor to represent them, she must accept that public office comes with accountability and criticism, especially when her performance is called into question. If she is unable or unwilling to accept this responsibility, then she is not fit to serve as the people's representative.

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, stated that he heard during the last Council meeting that the Mayor left the meeting before the matter was discussed. He recalled that the discussion involved 10<sup>th</sup> Avenue and a land developer agreement related to city improvements, an issue that has been pending for 10 years or more. Mr. Allen emphasized that his written signature was his responsibility, and he wanted to know if anyone else at the meeting shared the same view. He stated that when an agreement is made, it must be honored, not covered up. Mr. Allen acknowledged the Mayor's status as a wealthy individual but reminded her that accountability is also her responsibility. He added that residents pay for their quality of life and that every decision made by city leaders must respect that trust. He concluded by asking the Mayor to do the right thing.

Ms. Gloria Lopez, a resident of Cerros Street in San Luis, AZ, stated that she has lived in the city for 40 years and felt it was unfair to charge \$2.00 for the Fourth of July event. She pointed out that this fee should be eliminated, as many people in the city work in agriculture and are currently out of work. She acknowledged that if a fee is being charged for the event, it should benefit the city, and she expressed a desire to see concrete improvements as a result. For example, the city needs to fix its streets and address the traffic congestion that occurs when trying to cross into Mexico.

## **5. PROCLAMATIONS/PRESENTATIONS**

- 5. A. Proclamation- Eder Abuse Awareness Day June 15, 2025**
- 5. B. Proclamation- Juneteenth Day June 19, 2025**
- 5. C. Proclamation Waste and Recycling Workers Week, June 16-24, 2025**
- 5. D. Proclamation- LGBTQ Pride Month June 2025**
- 5. E. Proclamation- Men's Health June 2025**
- 5. F. Proclamation- National Homeownership Month June 2025**
- 5. G. Proclamation- Post-Traumatic Stress Disorder Month June 2025**

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

**5. H. Recognition of the City of San Luis for Receiving the Industrial Commissions of Arizona Small City PEPP Safety Award. (Maria Sabori, Risk Manager and Yolanda Dueñas, Facilities Supervisor)**

Ms. Maria Sabori, Risk Manager, presented to the Mayor and Council Members the award obtained from the Industrial Commission.

**5. I. Presentation of Certificate of Achievement for Excellence in Financial Reporting to the City of San Luis Finance Department for the City of San Luis' Comprehensive Annual Financial Report for the fiscal year ending June 30, 2024. (Jenny Torres, Acting City Manager)**

Ms. Jenny Torres, Acting City Manager presented the Certificate of Achievement to the City of San Luis Finance Department.

**5.J. Presentation by the Salvation Army on their services in the City of San Luis. (Lt. Jonathan Herzog, Salvation Army)**

Lt. Jonathan Herzog expressed excitement about serving the San Luis community. He shared that although The Salvation Army has long assisted the area, this will be the first time they have a physical presence within the city. The new location will be at Plaza Riedel, 1910 W. Cesar Chavez Blvd. Lt. Herzog expressed profound gratitude to Mayor Nieves Riedel, who The Salvation Army recognized for providing space in one of the Plaza Riede locations, free of charge for three (3) years.

**6. CONSENT AGENDA**

**6. A. MINUTES OF**

- Special Council meeting held April 30, 2025
- Regular Council meeting held May 14, 2025

**6. B. DISBURSEMENTS**

**From May 22, 2025, to June, 2025**

**Total \$3,064,463.95**

**(Three Million, Sixty-Four Thousand, Four Hundred Sixty-Three Dollars and Nine-Five Cents)**

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

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:**

### **7. A. Discussion and possible action on any and all matters regarding required traffic control improvements as part of the Port of Entry Expansion Project. (Manuel Hernandez, Assistant Director of Public Works)**

Mr. Manuel Hernandez, Assistant Director of Public Works, sought Mayor and Council to authorize approval for the Construction Services from Westmoor Electric, Inc. and to waive formal procurement procedures in this project for \$68,964.00, and approve the budget transfer as presented in the fiscal impact statement.

**MOTION:** Council Member Javier Vargas/ Mayor Nieves Riedel to direct staff to contract construction services from Westmoor Electric, Inc., for \$68,964.00, to waive formal procurement procedures, and to approve the budget transfer as presented in the Fiscal Impact Statement. The motion passed unanimously.

The vote was as follows:

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 the acceptance and award of a construction manager at risk (CMAR) pre-construction services contract to PCL Construction, Inc. for the pre-construction/design phase of the West Wastewater Treatment Plant Expansion project. (Jorge Perez, Assistant Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, requested approval from Mayor and Council to expand the West Wastewater Treatment Plant to increase its treatment capacity from 1.5 million gallons per day to 3 million gallons per day. Staff requested Council's approval to award the Pre-Construction Services Agreement to PCL Construction, Inc. for \$339,214.96.

**MOTION:** Council Member Esteban C. Rosales/ Vice Mayor Tadeo Azael De La Hoya to accept and award Pre-Construction Services Agreement to PCL Solutions for \$339,214.96 for the West Wastewater Treatment Plant Expansion Project. The motion passed unanimously.

The vote was as follows:

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. Discussion and possible action on any all matters regarding the City of San Luis accepting the proposed change order No. 1 from Pacific Advanced Civil Engineering, Inc. (PACE) pertaining to the design of the West Wastewater Treatment Plant Expansion. (Jorge Perez, Assistant Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, stated that the City of San Luis contracted with Pacific Advanced Civil Engineering, Inc. (PACE) to perform design and construction administration of the West Wastewater Treatment Plant Expansion. PACE submitted a cost estimate proposal for completing the water reuse pump station design and conducting the power system study. Staff asked for Council's approval of PACE's Change Order No.1 for \$125,470.00.

**MOTION:** Council Member Lizeth Servin/ Council Member Maria Cecilia Cruz to approve Change Order No.1 from Pacific Advance Civil Engineering, Inc. (PACE) in the amount of \$125,470.00 as presented. The motion passed unanimously.

The vote was as follows:

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. D. Discussion and possible action on any and all matters regarding budget transfer to complete safety improvements at the Price Center Building. (Jorge Perez, Assistant Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, stated that the City Administration, along with Risk Management and other city departments that use the Price Center building, came together to identify improvements on the south side of the building to address safety concerns. The inspection was completed by Building Safety and the Fire Inspector, and produced recommendations that will help enhance the building for a better use of the facility. Staff requested Council's approval of a budget transfer in the amount of \$35,000.00 from Wastewater Account 310-311-90015, Capital Outlay to Account 802-820-70020 Building Maintenance/Repairs.

**MOTION:** Council Member Javier Vargas/ Mayor Nieves Riedel to approve the budget transfer from Account 310-311-90015 Capital Outlay to Account 802-820-700020 Building Maintenance, in the amount of \$35,000.00 as presented. The motion passed unanimously.

The vote was as follows:

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. E. Discussion and possible action on any and all matters regarding a Notice of Intent to amend the collection fee for Utility and Ambulance Accounts. (Roula Encinas, Director of Finance and Edgar Esparza, Building and Collections Manager)**

Mr. Edgar Esparza, Billing and Collections Manager, and Ms. Roula Encinas, Director of Finance, presented a Notice of Intent to amend collection fees for utility and ambulance accounts. On March 8, 2020, the City of San Luis entered into an agreement with Valley Collection Services, LLC (VCS), to recover any debt on its utility and ambulance accounts. Mr. Esparza presented a demographic graph showing Billing and Collections accounts, as well as ambulance billing amounts, versus those collected by Valley Collection Services. In the last five (5) years, Billing and Collections has sent a total of \$46,239.43, and VCS has only collected \$11,678.98. For ambulance billing, a total of \$1,224,995.27 was sent, and VCS has only collected \$22,653.95.

**MOTION:** Council Member Javier Vargas/Council Member Esteban C. Rosales to approve the Notice of Intent as presented. The motion passed unanimously.

The vote was as follows:

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. F. Discussion and possible action on any all matters regarding authorization for the purchase of forty-eight (48) touchscreen mobile data computers using the State of Arizona Department of Public Safety Local Border Support funds. (Alan Guevara, Lieutenant)**

Mr. Alan Guevara, Police Lieutenant, asked for the approval to purchase 48 touchscreen mobile data computers, vehicle docks and adapters. Mobile data computers will be assigned to all staff engaged in law enforcement.

**MOTION:** Council Member Lizeth Servin/Council Member Maria Cecilia Cruz to approve the purchase of forty-eight (48) touchscreen mobile data computers and components, for a total amount not to exceed \$396,000.00. The motion passed unanimously.

The vote was as follows:

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. 2025-05. An order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis, Arizona and Yuma Union High School District #70 (YUSD #70) for funds supporting the San Luis Police Department's participation in the School Resource Officer assignment at San Luis High School. (Nigel Reynoso, Chief of Police)**

Mr. Nigel Reynoso, Chief of Police, mentioned that this is for an intergovernmental agreement for a School Resource Officer assigned to the high school. The term of the agreement will end on June 30, 2028. The agreement provides overtime funding for an SRO at the high school for a period of 180 school days, with an eight-hour daily schedule.

**MOTION:** Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve and adopt Order No. 2025-05 as presented. The motion passed unanimously.

The vote was as follows:

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 all matters regarding Resolution No. 2363. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the Longevity Pay Plan of March 26, 2025, for Contract employees. (Adela Cortez, Director of Human Resources)**

Ms. Adela Cortez, Director of Human Resources, stated that on March 28, 2025, the City Council approved the implementation of a Salary Policy for City of San Luis employees. While this plan allows contracted employees to receive this incentive, its implementation requires additional authorization pursuant to state law and the City of San Luis Code. By approving Resolution No. 2363, the city will ensure that the implementation of the longevity plan complies with all applicable laws.

**MOTION:** Council Member Lizeth Servin/Council Member Maria Cecilia Cruz to approve Resolution No. 2363, as presented. The motion passed with five (5) Aye votes and one (1) Nay vote by Vice Mayor Tadeo Azael De La Hoya.

The vote was as follows:

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

## **8. SUMMARY OF CURRENT EVENTS**

Council Member Lizeth Servin reported that she, along with Council Member Javier Vargas and Mayor Nieves Riedel, attended Mexico City last week to talk about Mexico City Bridges Border Crossing. The purpose of the visit was to talk about the expansion of Port of Entry No. 1. She stated that it is a \$155 million expansion investment that the City of San Luis is going through right now, and it has three (3) phases and Phase #1 is to be ready next fall of the year 2026. Additionally, she noted that one of the purposes was to inform the Government of Mexico that they are prepared to open the 16 lanes next year, which is part of the first phase of the project, extending through Archibald Street and Morelos. Council Member Lizeth Servin emphasized the importance of continuing to attend those meetings to advocate for the community. She and Council Member Javier Vargas met with the authorities of Sonora and were impressed that many Ports asked for funding from the Federal government. They stated that it is very important to be there because that shows that they care about their community.

Council Member Esteban C. Rosales reported that he attended the groundbreaking event for Comité de Bienestar, which took place yesterday, and stated that it was an honor to attend and represent the city.

Mayor Nieves Riedel reported that she had a meeting today with Ms. Amanda Aguirre from the Medical Mall and stated that early next year, the City of San Luis will have its hospital, where mothers will start delivering their babies.

Council Member Maria Cecilia Cruz reported that on Saturday, June 7<sup>th</sup>, she attended an event along with some Council Members, who greeted and spoke to members of the community, which had a great turnout. Some constituents made comments regarding the Post Office issue. She stated that they are working on the issue and are advocating for it, taking it to the Postmaster and Congressman, but it's not getting anywhere. However, she believes they will travel to Washington, D.C., to resolve the issue. Council Member Maria Cecilia Cruz stated that they don't want to rush into making any decisions quickly because if they rush and make a decision, then they will have additional issues to deal with.

## **9. ADJOURNMENT**

**MOTION:** Mayor Nieves Riedel/ Vice Mayor Tadeo Azael De La Hoya to adjourn the Special Council Meeting at approximately 7:11 p.m.

**APPROVED:**

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on June 18, 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**  
**June 25, 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:** 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  
Mayor Nieves Riedel

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Adela Cortez, Director of Human Resources  
Albert Moreno, I.T. Technician  
Angel Ramirez, Fire Chief  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Armando Esparza, Director of Economic Development  
Eulogio Vera, Director of Public Works  
Israel Gomez, Records Management Specialist  
Jorge Perez, Assistant Director of Public Works  
Jose A. Guzman, Director of Development Services  
Jossue Cerda, I.T. Supervisor  
Juan Leal Rubio, Assistant Director of Development Services  
Manuel Hernandez, Assistant Director of Public Works  
Maria Barajas, Human Resources Generalist  
Mario Rodriguez, Finance Operations Manager  
Miguel Ramirez, Finance Accounting Manager  
Roula Encinas, Director of Finance  
Victor De La Torre, Safety Officer  
Alberto Leon, Resident  
Christian Cuevas, Meeting Translator  
Fabher Sanchez, Resident  
Lilia Quiñonez, Resident  
Luisa Arreola, Resident

Manuel Rojas, Resident  
Maria Gonzalez, Resident  
Maria Guzman, Arizona Western College  
Mark Concha Jr., Resident  
Nydia Mendenhall, Resident  
Omar Heredia, Arizona Western College

## **2. PLEDGE OF ALLEGIANCE**

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

## **3. INVOCATION**

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

## **4. CALL TO THE PUBLIC**

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, inquired whether the city has considered the needs of the deaf community and if there is a way to have the meeting closed captioned when broadcast or have someone present to sign, so they can access the same information being provided. He added that different communities in San Luis are underserved, since the city is not considering that English and Spanish are not the only languages that are being spoken in the community and to reach out to them as well as kids and adults with disabilities in the sense of type of gatherings and different things to let them know they are part of the San Luis family.

Ms. Lilia Quiñonez, 1088 Sinoff Avenue, San Luis, AZ, requested that the City Council address the issue of charging for events such as the 4<sup>th</sup> of July, which is a celebration for all. She is the voice of many who have complained about this. She reminded the City Council that people in this city work in the fields. Some families have up to six (6) children, and it is not just about the entrance fee, but what will be spent at the event. This is a significant expense because \$1.00 or \$2.00 can be a substantial burden on the pocket of those who work. The City Council has no idea what it is like to work in the fields under the sun to earn \$1.00, in this case, \$2.00, after accounting for expenses and water services. The water services charges have been stratospheric; they are paying for water that is not good, in addition to the water they drink. When it comes to food, how much does a family spend on eating? She added that many City Council Members, especially the Mayor, have money and can afford to pay. However, as the Mayor previously stated, this is a low-income community, and many families cannot afford these expenditures. Today, Ms. Guillermina Fuentes is not present, who is the one who raises her voice for people who are in need, but she is present so that the spot would not be empty.

Mayor Nieves Riedel asked Ms. Angelica Roldan, Director of Parks & Recreation, to explain what has been discussed about a person who cannot afford \$1.00 or \$2.00. It needs to be clarified that no one will be left out and this is a suggestion from the Parks & Recreation Department and not from the City Council.

Ms. Roldan stated that Parks & Recreation is a department that exists to coordinate different city events and there are expenses. For the 4<sup>th</sup> of July festivities, a symbolic fee will be charged; \$1.00 is a small amount. Since June, a pre-sale of tickets has been available at \$1.00. It is essential to understand that the proceeds from the entrance fees do not cover the expenses for this event and it is essential to acknowledge the efforts made for this event. There have been other events that have been charged for, such as the Halloween event, where the fee is \$5.00 for the bracelet.

Mayor Nieves Riedel asked Ms. Roldan to explain the monetary profit for this event. She added that her company has been the number one sponsor for years for this event, so that all families can enjoy these festivities, regardless of their financial situation. Before God's eyes, everyone is the same. Mayor Nieves Riedel clarified that she, too, worked in the fields picking melons and watermelons. This thing about being wealthy is getting old and she will not apologize because she is rich, as she has worked all her life. This is a country of opportunities and God has blessed her. She studied and no one paid for her schooling, getting up at 5:00 a.m. and going to bed at 10:00 p.m. She added that she runs four (4) companies and is proud of what she has accomplished in this great country. She is pleased that she is Mexican and immigrated when she was 12 years old and learned English in six (6) months and is not ashamed. Therefore, anyone who wants to put her down because she has money, she is sick and tired of listening to the same thing.

Ms. Roldan stated that they look for sponsors throughout the city and it is important to mention that there are over 50 local vendors that will be participating at this event.

Ms. Maria Guzman, 2076 Christina Street, San Luis, AZ, represents the San Luis Learners Toast Masters Club and shared that they are officially a club and she serves as the Club President. Toastmasters International is a globally recognized non-profit organization that helps individuals develop their public speaking, communication and leadership skills in a supportive, self-paced and low-cost program.

Mr. Omar Heredia, resident, stated he is the Vice President of Education for the San Luis Learners Toastmaster Club. This club supports workforce and career readiness. Members improve their ability to present ideas clearly and confidently, essential to job interviews, promotions and leadership roles. It also promotes small business growth as it equips entrepreneurs and small business owners with confidence in to pitch ideas and engage customers effectively. Lastly, it is a low-cost, high-impact investment. Toastmasters Clubs are volunteer-led and self-funded, making them a cost-effective way to build human capital and community infrastructure. He invited everyone to visit one of their meetings, help spread the word or even consider participating and encouraging city employees to participate as well.

Ms. Rosa Mendoza, 2336 Barrios Avenue, San Luis, AZ, stated she is the Treasurer for the Toastmasters Club and invited all to the club. The club meets every first and third Thursday at 12:05 p.m. at the Arizona Western College San Luis Learning Center. There was an exception made to the schedule in the month of July due to the facility closing and will meet on July 10, 2025.

## **5. PROCLAMATION**

### **5. A. Proclamation - Parks and Recreation Month July 2025**

Mr. Jose Isael Gomez, Records Management Specialist, read the proclamation by title only.

## **6. CONSENT AGENDA**

### **6. A. MINUTES OF**

**- Special Council meeting May 21, 2025**

### **6. B. DISBURSEMENTS**

**From June 10, 2025 to June 18, 2025**

**Total \$655,534.07**

**(Six Hundred Fifty-Five Thousand, Five Hundred Thirty-Four Dollars and Seven Cents)**

**MOTION:** Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve the Consent Agenda 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. DISCUSSION AND POSSIBLE ACTION ITEMS:**

### **7. A. Presentation and update by Dr. Robert Trenchel, President and CEO of Onvida Health, on the San Luis Medical Center. (Jenny Torres, Acting City Manager)**

Ms. Jenny Torres, Acting City Manager, introduced Dr. Robert Trenchel, President and CEO for Onvida Health.

Dr. Trenchel provided an update and PowerPoint presentation on their purpose in building a healthier tomorrow, San Luis Clinic Expansion on Avenue B in San Luis, San Luis Hospital Campus, San Luis Economic Impact, Sparking Community Support at Events Across South County, Medical Residency Program. He added that if they get approval tonight for their conditional use permit, they will break ground sometime this summer.

Mayor Nieves Riedel thanked Dr. Trenchel for the presentation and declared a conflict of interest in the following item. She disclosed that she has never built anything for anyone other than her companies, but she is bidding on a job for Ms. Amanda Aguirre. She is grateful to Onvida Health as the people of this community need all the medical help they can get. It has been a pleasure to work with Onvida Health, Yuma Regional for Border Health, Sunset Clinic and anyone who has taken the time and effort to come to the City of San Luis to serve this community.

Council Member Esteban C. Rosales stated the City of San Luis is very excited for them to come to the city. He spoke about the opportunity he had to visit Onvida Health in Yuma and toured the facilities. He asked questions on the facility in San Luis such as how many operating rooms there will be, the intensive care unit, labor and delivery.

Dr. Trenchel replied that there will be two (2) operating rooms, 18 beds for the emergency, and 24 beds for the inpatient emergency services; it will be a full scope. Certain specialty services will not be available here. From a safety and redundancy perspective, some of those higher-end services should be provided at Yuma Medical Center, such as open-heart surgery or specific vascular procedures. They also want to make sure that babies are safe, they have a neonatal intensive care unit (NICU), which they do at Yuma Medical Center. The full scope has not yet been released, but primary care and anything one would need in a hospital will be there.

Council Member Lizeth Servin said she also experienced the white coat effect firsthand at Onvida Health facilities and in conversations with staff, realizing that they genuinely care about the community they serve, their patients. The facilities count on state-of-the-art robotics. She thanked Onvida Health for thinking about San Luis.

**7. B. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2025-0095; a request by Yuma Regional Medical Center- Onvida Health, owner, for a Conditional Use Permit from Section 18.35.030 (C)(1) & (C)(3) to allow the construction of an approximately 62,000 square feet hospital and attached walk-in clinic at Assesors Parcel Number 226-02-012 in San Luis, Arizona. (Juan Leal Rubio, Assistant Director of Development Services)**

#### **A. Staff Presentation**

Mr. Juan Leal Rubio, Assistant Director of Development Services, presented a brief PowerPoint slide show on the request for a conditional use permit to permit a new medical complex. The medical complex will consist of a new hospital, ranging 62,000 square feet and an attached walk in clinic with a ground-level helipad. The proposal also consists of leaving room on the property for future medical office buildings. The proposed property is approximately 37 net acres in size, zoned Community Commercial (C-2). Mr. Leal Rubio added that a Citizens Review meeting took place on May 6, 2025. There were no comments from the public at that meeting.

He added that on May 13, 2025, the Planning & Zoning Commission met and they recommended approval of the conditional use permit. Tonight is the public hearing before the City Council for their consideration. The Planning & Zoning Commission and staff recommended approval contingent upon the following conditions:

1. Helipad Flight Path: The approach and departure paths for the helipad shall be designed to avoid noise-sensitive land uses, including, but not limited to, residential areas, educational institutions, places of worship, libraries, and long-term care facilities. Where feasible, flight paths should be aligned with major transportation corridors to minimize community impact.
2. FAA Determination Required: Prior to the issuance of a Certificate of Occupancy for the hospital, the applicant shall provide a letter of determination from the Federal Aviation Administration indicating no objection, whether unconditionally or with conditions, to the proposed helipad facility.
3. Regulatory Compliance: The helipad facility shall be developed and operated in full compliance with all applicable federal, state, and local regulations.

## **B. Open Public Hearing**

Vice Mayor Tadeo Azael De La Hoya opened the Public Hearing.

## **C. Call to the Public on this item**

Mr. James Allen Jr., mentioned that as a former military person and this facility being so close to the border, the flight path of the shopper going out, if there is an emergency at the border, will it suspend evacuation of a patient to higher-level treatment?

Mr. Ross Poppenberger, Director of Capital Projects for Onvida Health, responded that if one looks at the helipad, the flight path that approaches the egress goes down the primary transportation corridor; therefore, it will come from down Highway 95 from Walmart over to the helipad. They do not anticipate any concern with flying over the housing areas, as well as any disruption.

Mr. Allen Jr. also commented that the other concern are the agricultural dusters that go through that particular corridor. He asked if this will this impede the hospital's operations?

Mr. Poppenberger stated that it will not impede other traffic, and they have designed the helipad large enough to accommodate military helicopters if they are needed. It will be a benefit to the community and any other resources around the area.

Mr. Leal Rubio added that the conditions permit the entitlement or the right to use the property for a hospital. The conditions ensure that the proper regulations are followed.

Vice Mayor Tadeo Azael De La Hoya asked if there are improvements on Piceno Drive and not Los Oros?

Mr. Leal Rubio indicated that the improvements for Piceno Drive and other perimeter road improvements are handled through the building permit process. Staff is in discussion with the developer to ensure that improvements are made, most likely through a development agreement at a later stage.

Vice Mayor Tadeo Azael De La Hoya commented that the city improved Merrill Avenue and asked if that development agreement will include some payback to those improvements that were made or is that through the building permit process as well?

Mr. Leal Rubio replied that those are discussions taking place with the developer. As for any payback on Merrill Avenue, he does not believe that is possible, as those have been constructed. The type of improvements that staff are looking for include Piceno Drive, Los Oros, streetlights on Main Street, and possible streetlights on Merrill Avenue, which are currently under discussion.

Vice Mayor Tadeo Azael De La Hoya asked if letters had been sent to adjacent property owners.

Mr. Leal Rubio responded that state law requires that the city send out letters to adjacent owners within 300 feet of the suburb property, which they did, and did not receive any comments in support of or in opposition of the project.

Council Member Esteban C. Rosales asked, when lines are going southbound to Mexico, how will they go around the traffic when people are trying to get into the hospital?

Mr. Leal Rubio noted that a traffic impact study was required as part of the original rezoning of the property. They did the traffic impact study, and some recommendations were made.

Mr. Tomas Sanchez, City Engineer, said that the study was for the two (2) parcels in the perimeters including the entrances that would be through Piceno Drive and County 22<sup>nd</sup> Street and the study recommends left turn lanes turning into Piceno Drive and from the north on Merrill Avenue. He added that for the lines entering Mexico, the recommendation is to use crosshatches around each intersection to avoid blocking the intersection.

Vice Mayor Tadeo Azael De La Hoya inquired about the reason for not including the entire parcel and just the current phase.

Mr. Sanchez responded that they included the parcel in question, but they did not include the north parcel, as the improvements will be made to the south parcel. He clarified that the conditional use permit being discussed is for the south parcel, even though Onvida Health owns both parcels.

Council Member Lizeth Servin asked what the estimated timeframe is for completing this phase.

Mr. Leal Rubio expressed that in discussions with the developer, it will be approximately in the first quarter of 2027 that it will be fully operational.

#### **D. Close Public Hearing**

Vice Mayor Tadeo Azael De La Hoya closed the Public Hearing.

#### **E. Action on Conditional Use Permit Case No. 2025-0095**

**MOTION:** Council Member Javier Vargas/Council Member Esteban C. Rosales to approve Conditional Use Permit Case No. 2025-0095 subject to the conditions of approval as presented by staff. The motion passed with six (6) Ayes and one (1) Abstention from Mayor Nieves Riedel.

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	Abstained

#### **7. C. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2364. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2025-2026. (Roula Encinas, Director of Finance)**

##### **A. Staff Presentation**

Ms. Roula Encinas, Director of Finance, explained that as required by the Arizona Revised Statutes, staff is conducting this public hearing prior to budget adoption to ensure transparency and provide an opportunity for public input. The budget preparation began in late 2024 with the delivery of budget guidelines followed by CIP sessions with managers in December and January. Departments submitted their operation expenses, CIP and personnel requests by early January 2025. In February 2025, a work session was held to review the budget proposal, assess long-term financial stability, and consider reducing capital projects and special services. The tentative budget was presented to the City Council on May 28, 2025, and has since been refined for final adoption. In compliance with the Arizona Auditor General's Office, the final budget includes Schedule A, which provides a summary of estimated revenues and expenditures. This is one of the required forms for the adoption of the municipal budget. Schedule A outlines beginning and ending fund balances, estimated revenue from all sources, budgeted expenditures by fund, transfers in and out, the total budget amount subject to limitation.

Fiscal year 2026 marks the first year the city will operate under the home rule option, which the electors approved to provide greater capacity and flexibility in setting the city's budget. While home rule expands the authority to adopt a budget based on local priorities, management has made conservative decisions to operate within the state-imposed expenditure limitation for this fiscal year. This careful approach will help keep the city financially stable and better prepare for anything unexpected. Attached to this agenda item are the schedules for capital projects, new personnel requests and salary reclassification. If approved, this budget will go into effect on July 1, 2025, and guide the operations through June 30, 2026.

## **B. Open Public Hearing**

Vice Mayor Tadeo Azael De La Hoya 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**

Vice Mayor Tadeo Azael De La Hoya closed the Public Hearing.

## **E. Action on Resolution No. 2364**

**MOTION:** Council Member Lizeth Servin/Council Member Javier Vargas to approve and adopt Resolution No. 2364. 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

## **8. SUMMARY OF CURRENT EVENTS**

Council Member Javier Vargas invited the community to the 4<sup>th</sup> of July event, tickets may be purchased online. He thanked the Parks and Recreation Department and all those involved in organizing this event.

Council Member Esteban C. Rosales reported he attended a ribbon cutting ceremony for Skin and Body, adding it was a pleasure to see the small businesses coming into the city. He also attended the job fair at the Magrino Industrial Park.

Council Member Lizeth Servin added to Council Member Esteban C. Rosales' comment and thanked and congratulated Mr. Armando Esparza, Director of Economic Development, and his staff for bringing all these businesses.

Council Member Maria Cecilia Cruz reported she attended a training for elder abuse given by Ms. Carol Brown at the Emerald Spring Senior Living in Yuma. June is elder abuse awareness month, and there needs to be awareness and report any cases of suspicion of elder abuse to the local law enforcement or protection services at 1-800-767-2385.

Mayor Nieves Riedel announced that she has directed Ms. Angelica Roldan, Director of Parks & Recreation, that anyone who cannot afford a \$1.00 to enjoy the 4<sup>th</sup> of July festivities, to include it on her tab and it will be covered just like last year.

## **9. EXECUTIVE SESSION**

**(Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7))**

**Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding the Las Quintas Development Agreement dated August 22, 2001, regarding 10th Avenue and consultation for legal advice with the City Attorney, in order to consider its position and instruct its City Attorney and representatives about the City Council's position on the Development Agreement that is the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (under subsection 4) allowed in executive sessions. (Kay Marion Macuil, City Attorney)**

**MOTION:** Council Member Maria Cecilia Cruz/Council Member Javier Vargas to go into Executive Session at approximately 6:56 p.m. The motion passed with six (6) Ayes and one (1) Abstention by Mayor Nieves Riedel.

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	Abstained

## **10. MOTION TO GO BACK INTO REGULAR SESSION**

Vice Mayor Tadeo Azael De La Hoya moved to go back into Regular Session at approximately 8:01 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	Was not present to vote

## 11. ADJOURNMENT

**MOTION:** Council Member Estaban C. Rosales/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 8:02 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	Was not present to vote

**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 June 25, 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

**Special City Council Meeting**

**6. B.**

Meeting Date: 07/30/2025

---

Summary

**DISBURSEMENTS**

**From July 2, 2025 to July 22, 2025**

**Total \$5,119,228.83**

(Five Million, One Hundred Nineteen Thousand, Two Hundred Twenty-Eight Dollars and Eighty-Three Cents)

---

Attachments

Disbursements

---



# City of San Luis

Finance Department

## COUNCIL MEETING JULY 30, 2025 Disbursement Report from 07/02/2025 TO 07/22/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	07/04/2025	\$ 587,234.64	Schedule A
Accounts Payable Check Account	07/04/2025	\$ 2,336,297.29	Schedule B
Payroll Check Account	07/08/2025	\$ 3,917.03	Schedule C
Accounts Payable Check Account	07/11/2025	\$ 663,434.85	Schedule D
Payroll Check Account	07/17/2025	\$ 582,031.46	Schedule E
Accounts Payable Check Account	07/18/2025	\$ 976,313.56	Schedule F

**Total Disbursements: \$ 5,119,228.83**

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

Prepared by Karla Plascencia: \_\_\_\_\_

Verified by Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

RECEIVED

JUL 23 2025

City Clerk's Office



# Pay Day Register

Pay Date Range 06/14/25 - 06/27/25  
Pay Batch 202514

Pay Batch 202514 Total

Employees in Pay Batch 366

Female Employees in Pay Batch 104

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	25,858.7500	661,612.57	Gross	859,581.82	ASRS ALTERNATE	860.69	8,446.40
1001 - LEAVE WITHOUT PAY	269.2500	.00	Imputed Income		AZ STATE RETIREMENT	58,049.63	478,956.31
1005 - BEREAVEMENT	25.0000	492.69	FEDERAL TAX WITHHOLDING	56,815.09	DENTAL = FAMILY	457.70	.00
1007 - ON CALL WORKED HOURS	24.0000	617.47	SOCIAL SECURITY TAX	53,294.13	LONG TERM DISABILITY	718.44	478,956.31
1009 - PART TIME	1,210.2500	18,952.89	MEDICARE	12,463.91	MEDICAL MEX ONLY - EE &	2,421.90	.00
1010 - PART TIME FIREFIGHTERS	117.2500	2,527.32	STATE WITHHOLDING	15,347.37	MEDICAL MEX ONLY - EE &	10,963.46	.00
201 - OVERTIME	1,885.7500	67,371.18	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE &	2,179.71	.00
202 - OP STONE GARDEN- O.T.	723.5000	36,325.71	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	3,927.60	.00
2023 - FMLA - SICK LEAVE	54.7300	1,402.33	AM. FIDELITY- ACCIDENT-PRE	492.45	MEX & US HEALTH = EE	57,844.08	.00
2024 - FMLA - VACATION LEAVE	30.0100	795.61	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	149.52	.00
2036 - MARSHALS OT	10.0000	424.05	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	370.11	.00
2038 - FMLA - LEAVE WITHOUT	115.2600	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE &	149.52	.00
210 - SRO	4.0000	116.20	AM. FIDELITY- GHI- PRE TAX	275.40	MEX ONLY DENTAL - EE ONLY	195.36	.00
300 - VACATION EARNED	1,355.9600	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS - ALTERNATE	261.53	3,269.14
301 - VACATION USED	1,395.5000	40,183.96	AM. FIDELITY- TX LIFE -POST	174.19	PSPRS FIRE DB NORM - TIER 1	10,779.74	85,148.05
400 - SICK EARNED	1,302.1700	.00	AZ COPS - SLPD	515.00	PSPRS FIRE DB NORM - TIER 2	986.85	7,795.07
405 - SCHEDULED SICK LEAVE	206.7500	6,359.91	AZ STATE RETIREMENT	58,049.63	PSPRS FIRE DB NORM - TIER 3	7,750.02	87,176.71
406 - UNSCHEDULED SICK LEAVE	573.5000	12,901.73	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	510.87	85,148.05
501 - WC PUBLIC SAFETY USED	106.0000	2,343.66	DEFERRED COMP - ROTH	1,020.00	PSPRS FIRE DB UNFUND - TIER	46.77	7,795.07
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	321.01	PSPRS FIRE DB UNFUND - TIER	635.60	89,520.37
503 - STAND-BY PAY	641.2700	1,282.54	DEFERRED COMPENSATION	2,635.00	PSPRS POLICE DB NORM - TIER	7,363.85	73,786.07
901 - COMPENSATION USED	15.7500	365.00	DEFERRED COMPENSATION	1,225.43	PSPRS POLICE DB NORM - TIER	1,446.95	14,498.43
940 - PD - EDU ASST	.0000	550.00	FOP/ALC	450.00	PSPRS POLICE DB NORM - TIER	6,009.47	67,597.97
941 - PD - EDU BACHL	.0000	675.00	GARNISHMENT - CHILD	2,793.12	PSPRS POLICE DB UNFUND -	3,268.72	73,786.07
942 - PD - EDU MAST	.0000	100.00	IAFF- FIRE DEPT	1,555.00	PSPRS POLICE DB UNFUND -	642.27	14,498.43
951 - PD - K-9 HANDLER	.0000	100.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	3,274.80	67,597.97
952 - PD - PHLEBOTOMIS	.0000	150.00	LONG TERM DISABILITY	718.44	STANDARD STD	4,185.67	.00
953 - PD - COLLISION	.0000	150.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	366.62	.00
956 - PD - MIDNIGHT SHFT	.0000	700.00	MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	143.46	.00
961 - FD - EDU ASST	.0000	700.00	MEX ONLY DENTAL - EE &	476.19	US & MEX DENTAL - EE	3,027.84	.00
962 - FD - EDU BACHL	.0000	225.00	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = C	27,253.52	.00
965 - PD - STAND-BY PAY	.0000	1,883.00	MEX ONLY HEALTH - EE & CH	596.40	US & MEX HEALTH = FAMILY	33,555.39	.00
967 - FD - SPECIAL ASSIGNMNT	37.0000	74.00	MEX ONLY HEALTH = S	436.50	US & MEX HEALTH = SP	7,311.92	.00
968 - SRO 50	.0000	100.00	MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,189.21	.00
Total	35,961.6500	\$859,581.82	MEXICO ONLY HEALTH - EE &	536.76	VSP- VISION	603.75	.00
			MISCELLANEOUS	195.00	WC PSPRS 17.78	416.70	2,343.66
			PAC FUND- FIRE DEPT.	123.00	Total	\$259,319.24	
			PS DEFERRED COMP - ROTH	785.00			
			PS DEFERRED COMP - ROTH	522.36	5,991.52		

SCHEDULE A



# Pay Day Register

Pay Date Range 06/14/25 - 06/27/25

Pay Batch 202514

PS DEFERRED COMP TIAA -	528.59	14,002.95	Employer Taxes		Gross Base
PS DEFERRED COMPENSATION	2,180.00	.00	MEDICARE	12,463.91	859,581.82
PSPRS FIRE DB RATE - TIER 1a	5,530.89	72,299.11	SOCIAL SECURITY TAX	53,294.13	859,581.82
PSPRS FIRE DB RATE - TIER 1b	982.94	12,848.94	SUTA/UNEMPLOYMENT	4,942.35	823,720.77
PSPRS FIRE DB RATE - TIER 2	596.32	7,795.07	Total	<u>\$70,700.39</u>	
PSPRS FIRE DB RATE - TIER 3	7,750.02	87,176.71			
PSPRS POLICE DB RATE - TIER	3,871.48	50,607.60	Workers' Comp		Gross Base
PSPRS POLICE DB RATE - TIER	1,773.15	23,178.47	Ambulance EMT Search &	4,648.27	97,858.84
PSPRS POLICE DB RATE - TIER 2	1,109.13	14,498.43	ANIMAL CONTROL OFFICERS	82.84	3,682.00
PSPRS POLICE DB RATE - TIER 3	6,009.47	67,597.97	ATTORNEY- ALL & CLERICAL-	73.83	33,563.13
STANDARD LIFE ADDTNL	882.38	.00	AUTO SERVICE/ REPAIR	271.63	9,736.04
TRANSWESTERN MEXICAN	141.00	.00	BUILDING- NOC OPER BY	1,162.81	32,122.46
U.S. MEX DENTAL - EE &	472.19	.00	BUS COMPANY AND DRIVERS	83.99	1,521.60
U.S. MEX DENTAL - EE &	184.77	.00	CLERICAL OFFICE/ LIBRARY/	456.58	190,246.02
UNITED WAY	14.00	.00	Electrician	71.97	2,292.00
US & MEX DENTAL= FAMILY	589.26	.00	FIREFIGHTERS & DRIVERS	4,394.89	92,523.89
US & MEX HEALTH = C	6,547.60	.00	GARBAGE/ ASH/ REFUSE	748.65	11,978.43
US & MEX HEALTH = FAMILY	8,263.20	.00	Homemaker Service	43.16	1,884.62
US & MEX HEALTH = S	6,387.20	.00	Motion Picture Production	16.09	2,475.73
US & MEX HEALTH = SP	1,800.59	.00	MUNICIPAL/ TOWN/	940.10	53,720.24
VSP - VISION CHILDREN	236.98	.00	PARKS- NOC ALL EMPLOYEES	895.40	28,884.23
VSP - VISION FAMILY	383.35	.00	POLICE OFFICERS	8,203.94	172,714.79
VSP - VISION SPOUSE	181.22	.00	RECREATION- ALL EMPLOYEES/	328.97	24,013.37
Net	<u>\$587,234.64</u>		SEWAGE DISPOSAL/ PLANT	1,325.19	38,522.78
			Street or Road Construction	2,849.51	32,270.40
			WATERWORKS OPERATIONS	1,026.13	29,571.25
			Total	<u>\$27,623.95</u>	

Mario A.  
Rodriguez

Digitally signed by: Mario A. Rodriguez  
DN: CN = Mario A. Rodriguez  
email = mrodriguez@sanluisaz.gov C  
= US O = City of San Luis OU = Finance Department  
Date: 2025.07.02 15:53:39 - 04'00'

Direct Deposits	Amount
1st Bank Yuma	47,473.04
ACADEMY BANK	2,797.39
Ally Bank	1,552.50
America First	1,649.79
AVENIR FINANCIAL	47,558.59
Bank of America	5,766.37
Bankcorp	200.00
BANKCORP BANK	500.00
CAPITAL ONE	2,422.98
Charles Sch	250.00
Chase Bank	275,526.59
CHASE BANK CA	3,561.32
CHASE BANK MORGAN	1,855.48
CHASE BANK TX	1,500.00



# Pay Day Register

Pay Date Range 06/14/25 - 06/27/25

Pay Batch 202514

chase centro	2,018.01
discover	400.00
FF CREDIT UNION	2,568.26
FIDELITY	31.15
FIREFIGHTER FIRST CREDIT UNION	16,502.14
HUGHES FCU	1,930.36
MECHANICS BANK	248.83
National Bank	1,340.82
Navy Federal	33,327.43
NBKC Bank - Acorns	1,027.00
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	800.18
PATHWARD	1,924.25
SOFI BANK	2,871.40
Sunbank	2,112.47
THE FOOTHILLS BANK	697.47
USAA FEDERAL SAVING	1,242.57
VANTAGE WEST	2,102.84
WASHINGTON FEDERAL	1,285.21
Wells Fargo	103,845.50
WELLS FARGO ARKANSAS	1,748.60
WELLS FARGO CA	3,997.16
WELLS FARGO MN	1,345.57
WELLS FARGO YUMA	2,847.49
Total	<u>\$578,948.76</u>
Check	\$8,285.88

# Payment Register

From Payment Date: 6/30/2025 - To Payment Date: 7/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112461	06/30/2025	Open			Accounts Payable	AZ DEPARTMENT OF TRANSPORTATION	\$63,494.00		
112462	06/30/2025	Open			Accounts Payable	MILLER, OLIVER, JOEL	\$2,750.00		
112463	07/01/2025	Open			Accounts Payable	JUAREZ, NANCY	\$150.00		
112464	07/02/2025	Open			Accounts Payable	FOP/ALC	\$450.00		
112465	07/02/2025	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$515.00		
112466	07/02/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,027.58		
112467	07/02/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
112468	07/02/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$123.00		
112469	07/02/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,555.00		
112470	07/03/2025	Open			Accounts Payable	ABBEY'S PAINTING LLC	\$6,800.00		
112471	07/03/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$780.00		
112472	07/03/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$48.23		
112473	07/03/2025	Open			Accounts Payable	ARIZONA SUPREME COURT	\$909.31		
112474	07/03/2025	Open			Accounts Payable	BACKFLOW APPARATUS / VALVE CO	\$123.30		
112475	07/03/2025	Open			Accounts Payable	BARNETT, OSCAR	\$188.16		
112476	07/03/2025	Open			Accounts Payable	BIERS AND ASSOCIATES, LLC	\$21,700.00		
112477	07/03/2025	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$1,920.81		
112478	07/03/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$156.99		
112479	07/03/2025	Open			Accounts Payable	BRIGHTLY SOFTWARE, INC.	\$1,357.14		
112480	07/03/2025	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	\$3,000.00		
112481	07/03/2025	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	\$1,000.00		
112482	07/03/2025	Open			Accounts Payable	CENTURYLINK	\$313.51		
112483	07/03/2025	Open			Accounts Payable	CENTURYLINK	\$525.23		
112484	07/03/2025	Open			Accounts Payable	CONSTANTINO, AYLIN	\$90.00		
112485	07/03/2025	Open			Accounts Payable	CORE & MAIN LP	\$85,854.35		
112486	07/03/2025	Open			Accounts Payable	D3 AUTOBODY	\$2,170.40		
112487	07/03/2025	Open			Accounts Payable	DIAZ, ESTELA	\$114.02		
112488	07/03/2025	Open			Accounts Payable	DIVA MUSIC LLC	\$6,000.00		
112489	07/03/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$519,775.65		
112490	07/03/2025	Open			Accounts Payable	EMPIRE MACHINERY	\$300.00		
112491	07/03/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$49.82		
112492	07/03/2025	Open			Accounts Payable	FPA, LTD.	\$11,645.00		
112493	07/03/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$30,000.00		
112494	07/03/2025	Open			Accounts Payable	GARCIA, PABLO	\$360.00		
112495	07/03/2025	Open			Accounts Payable	GIMBUT, GLENN, J	\$4,257.50		
112496	07/03/2025	Open			Accounts Payable	GUEVARA, GABRIELA	\$126.00		
112497	07/03/2025	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$286,000.00		
112498	07/03/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$196.20		
112499	07/03/2025	Open			Accounts Payable	HERNANDEZ, JOSE	\$90.00		
112500	07/03/2025	Open			Accounts Payable	JUAREZ, PEDRO	\$126.00		

# Payment Register

From Payment Date: 6/30/2025 - To Payment Date: 7/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112501	07/03/2025	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$1,289.96		
112502	07/03/2025	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$1,178.00		
112503	07/03/2025	Open			Accounts Payable	MALDONADO, VANESSA	\$126.00		
112504	07/03/2025	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$3,698.80		
112505	07/03/2025	Open			Accounts Payable	PAUL CONWAY SHIELDS	\$354.50		
112506	07/03/2025	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$418.10		
112507	07/03/2025	Open			Accounts Payable	PETTY CASH/ CAROLINA CORRAL	\$18.10		
112508	07/03/2025	Open			Accounts Payable	PETTY CASH/POLICE	\$143.33		
112509	07/03/2025	Open			Accounts Payable	PETTY CASH/RECREATION	\$10,000.00		
112510	07/03/2025	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$9,766.84		
112511	07/03/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$400.00		
112512	07/03/2025	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$3,400.00		
112513	07/03/2025	Open			Accounts Payable	RODRIGUEZ, GUSTAVO	\$132.80		
112514	07/03/2025	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$296.71		
112515	07/03/2025	Open			Accounts Payable	SHERWIN WILLIAM	\$110.63		
112516	07/03/2025	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	\$156.11		
112517	07/03/2025	Open			Accounts Payable	TORO, JOSE	\$200.00		
112518	07/03/2025	Open			Accounts Payable	TRIKKE TECH INC	\$1,000.00		
112519	07/03/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$3,139.80		
112520	07/03/2025	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	\$10,775.00		
112521	07/03/2025	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$511.02		
112522	07/03/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$440.00		
112523	07/03/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	\$600.00		
112524	07/03/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	\$360.00		
112525	07/03/2025	Open			Accounts Payable	YUMA COUNTY JUSTICE COURT ADMIN.	\$840.00		
112526	07/03/2025	Open			Accounts Payable	Z TRENDS INC	\$604.87		
112527	07/03/2025	Open			Accounts Payable	MOBILITY TECHNOLOGIES LLC	\$5,270.92		
112528	07/03/2025	Open			Accounts Payable	KUBOTA WATER AND ENVIROMENT U.S.A. CORPORATION	\$1,049,300.00		
112529	07/03/2025	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$2,000.00		
112530	07/03/2025	Open			Accounts Payable	BROADCAST MUSIC INC.	\$452.91		
112531	07/03/2025	Open			Accounts Payable	MARTINEZ, CRUZ	\$17,500.00		
112532	07/03/2025	Open			Accounts Payable	MILLER, OLIVER, JOEL	\$2,750.00		
112533	07/03/2025	Open			Accounts Payable	RIVAS, FRANCISCO, OSWALDO	\$625.00		
Type Check Totals:									
EFT									
7859	07/03/2025	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$1,200.00		
7860	07/03/2025	Open			Accounts Payable	BENCHMARK SOLUTIONS LLC	\$7,970.91		
7861	07/03/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$3,678.00		
7862	07/03/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
7863	07/03/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$14.94		
7864	07/03/2025	Open			Accounts Payable	ECOVERDE, LLC	\$406.02		
7865	07/03/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,222.50		

# Payment Register

From Payment Date: 6/30/2025 - To Payment Date: 7/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7866	07/03/2025	Open			Accounts Payable	FRUTH GROUP INC	\$1,193.29		
7867	07/03/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$2,030.65		
7868	07/03/2025	Open			Accounts Payable	GARCIA, JESUS	\$500.00		
7869	07/03/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$3,770.00		
7870	07/03/2025	Open			Accounts Payable	JSA COMPANY	\$52,782.00		
7871	07/03/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$5,268.75		
7872	07/03/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$698.71		
7873	07/03/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$500.00		
7874	07/03/2025	Open			Accounts Payable	MAX SUPPLIES AND SERVICES LLC	\$440.63		
7875	07/03/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$97.47		
7876	07/03/2025	Open			Accounts Payable	NICKLAUS ENGINEERING	\$10,000.00		
7877	07/03/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$349.81		
7878	07/03/2025	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$1,681.55		
7879	07/03/2025	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00		
7880	07/03/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$5,033.97		
7881	07/03/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$30,754.00		
7882	07/03/2025	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$116.25		
7883	07/03/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$9,878.22		
7884	07/03/2025	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$1,442.97		
7885	07/03/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$807.05		
7886	07/03/2025	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$258.00		
7887	07/03/2025	Open			Accounts Payable	YUMA SUN INC	\$711.00		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							29 Transactions	\$150,381.69	

# Payment Register

From Payment Date: 6/30/2025 - To Payment Date: 7/4/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	73	\$2,185,915.60	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>73</b>	<b>\$2,185,915.60</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	29	\$150,381.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>29</b>	<b>\$150,381.69</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$2,336,297.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>102</b>	<b>\$2,336,297.29</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	73	\$2,185,915.60	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>73</b>	<b>\$2,185,915.60</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	29	\$150,381.69	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>29</b>	<b>\$150,381.69</b>	<b>\$0.00</b>	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	102	\$2,336,297.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>102</b>	<b>\$2,336,297.29</b>	<b>\$0.00</b>	

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.  
 gov C = AD  
 Date: 2025.07.03 14:23:30 -07'00'



# Pay Day Register

Pay Date Range 07/01/25 - 07/31/25  
Pay Batch 202507M

Pay Batch 202507M 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		ASRS LTD Council	3.08 2,200.00
			FEDERAL TAX WITHHOLDING	126.93 4,738.86	ASRS/EORP - LEGACY RATE	1,291.40 2,200.00
			SOCIAL SECURITY TAX	468.11 7,550.00	Dental Council	249.44 .00
			MEDICARE	109.47 7,550.00	EODCRS - COUNCIL	267.00 4,450.00
			STATE WITHHOLDING	114.24 4,738.86	EODCRS - DISABILITY	6.23 4,450.00
			ASRS Council	260.92 2,200.00	EODCRS/EORP LEGACY RATE	2,385.65 4,450.00
			ASRS LTD Council	3.08 2,200.00	Health Council	8,881.85 .00
			Council Retirement EORP	117.00 900.00	Retirement Council EORP	636.30 900.00
			Dental Council	133.33 .00	Vision Council	76.98 .00
			EODCRS - COUNCIL	356.00 4,450.00	Total	\$14,058.85
			EODCRS - DISABILITY	6.23 4,450.00		
			Medical Council	1,895.84 .00	Employer Taxes	Gross Base
			Vision Council	41.82 .00	MEDICARE	109.47 7,550.00
			Net	\$3,917.03	SOCIAL SECURITY TAX	468.11 7,550.00
					SUTA/UNEMPLOYMENT	45.31 7,550.00
					Total	\$622.89
					Workers' Comp	Gross Base
					MUNICIPAL/ TOWN/	132.13 7,550.00
					Total	\$132.13
					Direct Deposits	Amount
					1st Bank Yuma	1,326.35
					CAPITAL ONE	651.91
					Chase Bank	1,227.07
					Navy Federal	104.92
					Wells Fargo	606.78
					Total	\$3,917.03
					Check	\$0.00

# Mario A. Rodriguez

Digitally signed by: Mario A. Rodriguez  
DN: CN = Mario A. Rodriguez  
email = mrodriguez@sanluisaz.gov  
C = US O = City of San Luis  
OU = Finance Department  
Date: 2025.07.17 16:00:45 - 07'00'

SCHEDULE C

# Payment Register

From Payment Date: 7/7/2025 - To Payment Date: 7/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112534	07/07/2025	Open			Accounts Payable	ASTORGA, ERICK	\$91.00		
112535	07/07/2025	Open			Accounts Payable	BOTELLO, EMMANUEL	\$91.00		
112536	07/07/2025	Open			Accounts Payable	GONZALEZ, CRISTIAN	\$130.00		
112537	07/07/2025	Open			Accounts Payable	PEREDA, JOSE	\$91.00		
112538	07/07/2025	Open			Accounts Payable	PRIETO, ERNESTO	\$130.00		
112539	07/07/2025	Open			Accounts Payable	TORRES, JENNY	\$104.00		
112540	07/07/2025	Open			Accounts Payable	TRIKKE TECH INC	\$500.00		
112541	07/07/2025	Open			Accounts Payable	ZARAGOZA, JOSE	\$91.00		
112542	07/09/2025	Open			Utility Management Refund	AGUAYO, CRUZ MONICA & JOSE GONZALEZ	\$215.35		
112543	07/09/2025	Open			Utility Management Refund	AVALOS GOMEZ, JESUS ADRIANA	\$214.96		
112544	07/09/2025	Open			Utility Management Refund	BOJORQUEZ, ROBERTO	\$53.42		
112545	07/09/2025	Open			Utility Management Refund	CARRASCO , JUAN MANUEL	\$32.94		
112546	07/09/2025	Open			Utility Management Refund	CARRASCO, CATARINO	\$54.16		
112547	07/09/2025	Open			Utility Management Refund	COCIO, GISELLE	\$64.27		
112548	07/09/2025	Open			Utility Management Refund	CORDOVA, ALMA L	\$207.74		
112549	07/09/2025	Open			Utility Management Refund	CORREA, MARTIN, J	\$166.80		
112550	07/09/2025	Open			Utility Management Refund	GALLEGOS RENNEE & EMMANUEL GARDUNO	\$21.44		
112551	07/09/2025	Open			Utility Management Refund	GARIBAY FELIX, ELOISA	\$90.67		
112552	07/09/2025	Open			Utility Management Refund	GUTIERREZ CANALES ENGINEERING PC	\$2,172.22		
112553	07/09/2025	Open			Utility Management Refund	HERNANDEZ GAMEZ , GENESIS	\$188.96		
112554	07/09/2025	Open			Utility Management Refund	HERNANDEZ GARCIA , MARIA , CAROLINA	\$34.88		
112555	07/09/2025	Open			Utility Management Refund	HUGUES, MICHELLE, A	\$159.71		
112556	07/09/2025	Open			Utility Management Refund	JAUREGUI, JOAQUIN & SALMA P CASTRO	\$80.02		
112557	07/09/2025	Open			Utility Management Refund	JOSE ORTIZ & JACKELINE FRANCISCO	\$156.70		
112558	07/09/2025	Open			Utility Management Refund	MARIN, RAMON & MARIA	\$34.59		
112559	07/09/2025	Open			Utility Management Refund	MARTINEZ, MARIO & ROSALVA CEVALLOS	\$230.37		
112560	07/09/2025	Open			Utility Management Refund	MORENO, OSCAR F & ABRIL MORENO	\$168.85		
112561	07/09/2025	Open			Utility Management Refund	MUELA, CARLOS	\$168.79		
112562	07/09/2025	Open			Utility Management Refund	NOLASCO DE CAZAREZ, CELIA	\$73.72		

# Payment Register

From Payment Date: 7/7/2025 - To Payment Date: 7/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112563	07/09/2025	Open			Utility Management Refund	ORDORICA, JUAN S & MA LUISA	\$100.40		
112564	07/09/2025	Open			Utility Management Refund	PEREZ, ENRIQUE	\$1.74		
112565	07/09/2025	Open			Utility Management Refund	RAMOS, JULIO, E	\$33.19		
112566	07/09/2025	Open			Utility Management Refund	REYES, ADRIANA	\$81.76		
112567	07/09/2025	Open			Utility Management Refund	RWM HOME LOANS C/O JHAZIEL VARGAS	\$380.25		
112568	07/09/2025	Open			Utility Management Refund	ZAMUDIO, JAZMIN	\$212.71		
112569	07/10/2025	Open			Accounts Payable	GUTIERREZ, ISAAC	\$422.00		
112570	07/11/2025	Open			Accounts Payable	BARRAGAN, JOSE	\$177.00		
112571	07/11/2025	Open			Accounts Payable	BOBADILLA, YADIRA	\$59.00		
112572	07/11/2025	Open			Accounts Payable	DOMINGUEZ, RUBEN	\$269.58		
112573	07/11/2025	Open			Accounts Payable	ESPARZA, JORGE	\$90.00		
112574	07/11/2025	Open			Accounts Payable	GUEVARA, ALAN	\$128.00		
112575	07/11/2025	Open			Accounts Payable	JUAREZ, NANCY	\$59.00		
112576	07/11/2025	Open			Accounts Payable	LOPEZ, ENRIQUE	\$177.00		
112577	07/11/2025	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
112578	07/11/2025	Open			Accounts Payable	MILLER, DAMIAN	\$128.00		
112579	07/11/2025	Open			Accounts Payable	MORRIS, JOHNNIE	\$177.00		
112580	07/11/2025	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
112581	07/11/2025	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
112582	07/11/2025	Open			Accounts Payable	REYNOSO, NIGEL	\$128.00		
112583	07/11/2025	Open			Accounts Payable	ROBLEDO ZAVALA, ALEJANDRO	\$39.92		
112584	07/11/2025	Open			Accounts Payable	VALLARTA, CARLOS, EDUARDO	\$90.00		
112585	07/11/2025	Open			Accounts Payable	ARBOR TECH INC	\$3,150.00		
112586	07/11/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,660.67		
112587	07/11/2025	Open			Accounts Payable	AT&T MOBILITY LLC	\$2,524.97		
112588	07/11/2025	Open			Accounts Payable	AZ FIRE SYSTEMS	\$8,900.00		
112589	07/11/2025	Open			Accounts Payable	C&D DISPOSAL LLC	\$200.88		
112590	07/11/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$398.00		
112591	07/11/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$6,734.33		
112592	07/11/2025	Open			Accounts Payable	DWD CONSTRUCTION	\$19,751.85		
112593	07/11/2025	Open			Accounts Payable	EMBROIDERY ORTEGA HARMONIOUS DESIGN LLC	\$35.00		
112594	07/11/2025	Open			Accounts Payable	ERFERT, RICK	\$725.69		
112595	07/11/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$356.49		
112596	07/11/2025	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$750.00		
112597	07/11/2025	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$766.95		
112598	07/11/2025	Open			Accounts Payable	IPS GROUP INC	\$1,125.00		
112599	07/11/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$138.81		
112600	07/11/2025	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$14,743.54		
112601	07/11/2025	Open			Accounts Payable	LA CHOYA PLUMBING LLC	\$345.00		
112602	07/11/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,170.00		
112603	07/11/2025	Open			Accounts Payable	RFI CONSULTANTS LLC	\$3,000.00		
112604	07/11/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$2,529.03		

# Payment Register

From Payment Date: 7/7/2025 - To Payment Date: 7/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112605	07/11/2025	Open			Accounts Payable	TIZNADO PALLETS & STORAGE CONTAINERS CO.	\$7,400.00		
112606	07/11/2025	Open			Accounts Payable	TORNADO FENCE LLC	\$9,000.00		
112607	07/11/2025	Open			Accounts Payable	XEROX CORPORATION	\$740.99		
112608	07/11/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$201.65		
112609	07/11/2025	Open			Accounts Payable	BRICKHOUSE ELECTRONICS LLC	\$415.92		
Type Check Totals:									
EFT									
7890	07/11/2025	Open			Accounts Payable	4 IMPRINT	\$2,421.92		
7891	07/11/2025	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$27,872.21		
7892	07/11/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$6,734.15		
7893	07/11/2025	Open			Accounts Payable	BORDER GYM	\$575.00		
7894	07/11/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$1,038.12		
7895	07/11/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$457.47		
7896	07/11/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$1,412.59		
7897	07/11/2025	Open			Accounts Payable	CITY OF YUMA	\$725.44		
7898	07/11/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$21,606.60		
7899	07/11/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$1,746.25		
7900	07/11/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$110.50		
7901	07/11/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,730.48		
7902	07/11/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$531.33		
7903	07/11/2025	Open			Accounts Payable	FLOCK GROUP INC	\$3,099.94		
7904	07/11/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$135.00		
7905	07/11/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$26,412.95		
7906	07/11/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$13,871.00		
7907	07/11/2025	Open			Accounts Payable	MAX SUPPLIES AND SERVICES LLC	\$7,971.78		
7908	07/11/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$40,576.81		
7909	07/11/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$1,415.00		
7910	07/11/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$977.29		
7911	07/11/2025	Open			Accounts Payable	NICKLAUS ENGINEERING	\$2,970.00		
7912	07/11/2025	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$110,394.00		
7913	07/11/2025	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$21,000.15		
7914	07/11/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$4,529.86		
7915	07/11/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$15,495.50		
7916	07/11/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$1,050.00		
7917	07/11/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$170.93		
7918	07/11/2025	Open			Accounts Payable	SAM'S CLUB	\$3,140.00		
7919	07/11/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$18,483.00		
7920	07/11/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,764.29		
7921	07/11/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$60.78		
7922	07/11/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$404.79		
7923	07/11/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$740.00		
7924	07/11/2025	Open			Accounts Payable	TAYLOR ENGINEERING, PLLC	\$178,650.00		

# Payment Register

From Payment Date: 7/7/2025 - To Payment Date: 7/11/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7925	07/11/2025	Open			Accounts Payable	ULINE, INC.	\$1,321.48		
7926	07/11/2025	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,027.30		
7927	07/11/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$109.12		
7928	07/11/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$2,198.85		
7929	07/11/2025	Open			Accounts Payable	YUMA NURSERY LLC	\$9,119.93		
7930	07/11/2025	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$303.55		
7931	07/11/2025	Open			Accounts Payable	YUMA SUN INC	\$1,170.00		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							42 Transactions	\$537,525.36	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$95,909.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>76</b>	<b>\$95,909.49</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	42	\$537,525.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>42</b>	<b>\$537,525.36</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	118	\$633,434.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>118</b>	<b>\$633,434.85</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$95,909.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>76</b>	<b>\$95,909.49</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	42	\$537,525.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>42</b>	<b>\$537,525.36</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	118	\$633,434.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>118</b>	<b>\$633,434.85</b>	<b>\$0.00</b>

**Karla Y Plascencia**  
 Digitally signed by: Karla Y Plascencia  
 DN: CN = Karla Y Plascencia email =  
 kplascencia@santluisaz.gov C = AD  
 Date: 2025.07.11 19:28:15 -07'00'



# Pay Day Register

Pay Date Range 06/28/25 - 07/11/25  
Pay Batch 202515

Pay Batch 202515 Total

Employees in Pay Batch 368

Female Employees in Pay Batch 106

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	23,256.2497	590,836.59	Gross	848,069.88	ASRS ALTERNATE	755.72	7,750.99
1001 - LEAVE WITHOUT PAY	176.9200	.00	Imputed Income		AZ STATE RETIREMENT	59,198.13	499,141.78
1005 - BEREAVEMENT	34.0000	846.04	FEDERAL TAX WITHHOLDING	51,597.03	DENTAL = FAMILY	457.70	.00
1007 - ON CALL WORKED HOURS	25.5000	624.60	SOCIAL SECURITY TAX	52,580.20	LONG TERM DISABILITY	698.81	499,141.78
1009 - PART TIME	1,331.2500	20,850.09	MEDICARE	12,297.10	MEDICAL MEX ONLY - EE &	2,421.90	.00
1010 - PART TIME FIREFIGHTERS	101.5000	2,145.04	STATE WITHHOLDING	14,679.79	MEDICAL MEX ONLY - EE &	10,963.46	.00
1012 - LEAVE WITH PAY	10.0000	265.20	24-7 GET FIT- GYM	1,755.00	MEDICAL MEX ONLY - EE &	2,179.71	.00
201 - OVERTIME	827.0000	30,987.70	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE ONLY	4,189.44	.00
202 - OP STONE GARDEN- O.T.	640.2500	32,850.99	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	57,844.08	.00
2023 - FMLA - SICK LEAVE	104.0000	2,082.08	AM. FIDELITY- ACCIDENT-PRE	492.45	MEX ONLY DENTAL - EE &	149.52	.00
203 - DUI OVERTIME	36.0000	1,472.58	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	360.62	.00
2036 - MARSHALS OT	21.5000	911.71	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	149.52	.00
2038 - FMLA - LEAVE WITHOUT	106.0000	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE ONLY	203.50	.00
300 - VACATION EARNED	1,388.8155	.00	AM. FIDELITY- GHI- PRE TAX	275.40	PSPRS - ALTERNATE	266.39	3,329.83
301 - VACATION USED	1,339.4400	39,173.33	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS FIRE DB NORM - TIER 1	9,082.94	72,955.37
400 - SICK EARNED	1,322.7500	.00	AM. FIDELITY- TX LIFE -POST	174.19	PSPRS FIRE DB NORM - TIER 2	612.99	4,923.59
405 - SCHEDULED SICK LEAVE	146.7500	4,726.36	AZ COPS - SLPD	515.00	PSPRS FIRE DB NORM - TIER 3	5,316.66	61,180.51
406 - UNSCHEDULED SICK LEAVE	424.0000	10,196.12	AZ STATE RETIREMENT	59,198.13	PSPRS FIRE DB UNFUND - TIER	1,663.39	72,955.37
501 - WC PUBLIC SAFETY USED	106.0000	2,343.66	BORDER GYM - GYM	375.00	PSPRS FIRE DB UNFUND - TIER	112.26	4,923.59
502 - ON CALL PAY I.T.	.0000	125.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	1,581.76	63,524.17
503 - STAND-BY PAY	669.2500	1,338.50	DEFERRED COMP - ROTH	1,020.00	PSPRS POLICE DB NORM - TIER	7,080.52	73,525.60
701 - HOLIDAY	2,560.0000	68,432.10	DEFERRED COMP - ROTH	336.34	PSPRS POLICE DB NORM - TIER	1,522.70	15,812.08
704 - FIRE HOLIDAY EARNED	593.6000	.00	DEFERRED COMPENSATION	2,870.00	PSPRS POLICE DB NORM - TIER	6,818.07	78,458.60
706 - HOLIDAY WORKED HOURS	857.2500	30,106.03	DEFERRED COMPENSATION	1,024.36	PSPRS POLICE DB UNFUND -	3,588.06	73,525.60
900 - COMPENSATION EARNED	17.7500	.00	FOP/ALC	450.00	PSPRS POLICE DB UNFUND -	771.63	15,812.08
921 - STEP OVERTIME	66.0000	2,832.16	GARNISHMENT - CHILD	3,029.89	PSPRS POLICE DB UNFUND -	4,071.98	78,458.60
923 - BORDER FITNESS - GYM	.0000	375.00	IAFF- FIRE DEPT	1,520.00	STANDARD LIFE	3,099.41	.00
932 - 24-7 GET FIT - GYM	.0000	1,755.00	LEGAL SHIELD	59.31	STANDARD LTD	1,541.49	284,618.67
965 - PD - STAND-BY PAY	.0000	2,180.00	LONG TERM DISABILITY	698.81	STANDARD STD	5,003.89	.00
967 - FD - SPECIAL ASSIGNMNT	307.0000	614.00	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	366.62	.00
Total	36,468.7752	\$848,069.88	MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	143.46	.00
			MEX ONLY DENTAL - EE &	463.98	US & MEX DENTAL - EE	3,064.32	.00
			MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = C	27,253.52	.00
			MEX ONLY HEALTH - EE & CH	596.40	US & MEX HEALTH = FAMILY	32,538.56	.00
			MEX ONLY HEALTH = S	465.60	US & MEX HEALTH = SP	7,311.92	.00
			MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,206.28	.00
			MEXICO ONLY HEALTH - EE &	536.76	VSP- VISION	598.50	.00
			MISCELLANEOUS	195.00	WC PSPRS 17.38	407.33	2,343.66
			PAC FUND- FIRE DEPT.	122.00	Total	\$264,596.76	



# Pay Day Register

Pay Date Range 06/28/25 - 07/11/25

Pay Batch 202515

PS DEFERRED COMP - ROTH	735.00	.00		
PS DEFERRED COMP - ROTH	424.17	5,180.27		
PS DEFERRED COMP TIAA -	398.86	10,096.13		
PS DEFERRED COMPENSATION	2,180.00	.00		
PSPRS FIRE DB RATE - TIER 1a	4,637.18	60,616.46		
PSPRS FIRE DB RATE - TIER 1b	943.93	12,338.91		
PSPRS FIRE DB RATE - TIER 2	376.65	4,923.59		
PSPRS FIRE DB RATE - TIER 3	5,316.66	61,180.51		
PSPRS POLICE DB RATE - TIER	3,926.78	51,330.28		
PSPRS POLICE DB RATE - TIER	1,697.94	22,195.32		
PSPRS POLICE DB RATE - TIER 2	1,209.62	15,812.08		
PSPRS POLICE DB RATE - TIER 3	6,818.07	78,458.60		
STANDARD LIFE ADDTNL	882.38	.00		
TRANSWESTERN MEXICAN	141.00	.00		
U.S. MEX DENTAL - EE &	472.19	.00		
U.S. MEX DENTAL - EE &	184.77	.00		
UNITED WAY	14.00	.00		
US & MEX DENTAL= FAMILY	589.26	.00		
US & MEX HEALTH = C	6,711.29	.00		
US & MEX HEALTH = FAMILY	8,012.80	.00		
US & MEX HEALTH = S	6,387.20	.00		
US & MEX HEALTH = SP	1,800.59	.00		
VSP - VISION CHILDREN	236.98	.00		
VSP - VISION FAMILY	376.38	.00		
VSP - VISION SPOUSE	181.22	.00		
Net	<u>\$582,031.46</u>			
			<b>Employer Taxes</b>	<b>Gross Base</b>
			MEDICARE	12,297.10 848,069.88
			SOCIAL SECURITY TAX	52,580.20 848,069.88
			SUTA/UNEMPLOYMENT	4,862.75 810,471.98
			Total	<u>\$69,740.05</u>
			<b>Workers' Comp</b>	<b>Gross Base</b>
			Ambulance EMT Search &	3,510.43 73,903.36
			ANIMAL CONTROL OFFICERS	84.16 3,740.56
			ATTORNEY- ALL & CLERICAL-	73.62 33,468.46
			AUTO SERVICE/ REPAIR	271.63 9,736.02
			BUILDING- NOC OPER BY	1,110.66 30,681.56
			BUS COMPANY AND DRIVERS	100.79 1,825.92
			CLERICAL OFFICE/ LIBRARY/	466.13 194,228.62
			Electrician	71.97 2,292.00
			FIREFIGHTERS & DRIVERS	3,574.11 75,244.57
			GARBAGE/ ASH/ REFUSE	665.93 10,654.81
			Homemaker Service	49.15 2,146.22
			Motion Picture Production	17.22 2,649.25
			MUNICIPAL/ TOWN/	957.57 54,717.96
			PARKS- NOC ALL EMPLOYEES	1,095.71 35,345.85
			POLICE OFFICERS	8,768.44 184,598.33
			RECREATION- ALL EMPLOYEES/	409.50 29,891.34
			SEWAGE DISPOSAL/ PLANT	1,301.88 37,845.69
			Street or Road Construction	3,145.21 35,619.40
			WATERWORKS OPERATIONS	1,022.97 29,479.96
			Total	<u>\$26,697.08</u>
			<b>Direct Deposits</b>	<b>Amount</b>
			1st Bank Yuma	45,536.39
			ACADEMY BANK	3,266.22
			Ally Bank	1,552.30
			America First	1,660.89
			AVENIR FINANCIAL	47,178.23
			Bank of America	5,592.40
			Bankcorp	200.00
			BANKCORP BANK	500.00
			CAPITAL ONE	1,987.06
			Charles Sch	250.00
			Chase Bank	273,788.51
			CHASE BANK CA	2,734.61
			CHASE BANK MORGAN	1,600.14

# Mario A. Rodriguez

Digitally signed by: Mario A.

Rodriguez

DN: CN = Mario A. Rodriguez

email = mrodriguezg@sanluisaz.

gov C = US O = City of San Luis

OU = Finance Department

Date: 2025.07.17 16:00:18 -07'00'



# Pay Day Register

Pay Date Range 06/28/25 - 07/11/25

Pay Batch 202515

CHASE BANK TX	1,500.00
chase centro	2,024.75
discover	400.00
FF CREDIT UNION	2,266.12
FIREFIGHTER FIRST CREDIT UNION	13,407.17
HUGHES FCU	1,465.45
MECHANICS BANK	267.40
National Bank	1,333.37
Navy Federal	33,578.12
NBKC Bank - Acorns	1,344.16
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	815.64
PATHWARD	1,469.47
SOFI BANK	4,053.50
Sunbank	1,615.44
THE FOOTHILLS BANK	852.50
USAA FEDERAL SAVING	1,246.63
VANTAGE WEST	2,110.60
WASHINGTON FEDERAL	1,709.90
Wells Fargo	110,197.67
WELLS FARGO ARKANSAS	1,754.14
WELLS FARGO CA	3,930.35
WELLS FARGO MN	1,295.82
WELLS FARGO YUMA	2,847.57
Total	<u>\$577,452.52</u>
Check	\$4,578.94

# Payment Register

From Payment Date: 7/14/2025 - To Payment Date: 7/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112610	07/16/2025	Open			Utility Management	VALENZUELA, MANUEL L	\$168.13		
					Refund				
112611	07/17/2025	Open			Utility Management	RAMIREZ-MCGREW, JORGE &	\$151.65		
					Refund	GABRIELA AGUIRRE			
112612	07/18/2025	Open			Accounts Payable	AIRGAS USA LLC	\$1,293.03		
112613	07/18/2025	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	\$6,000.00		
112614	07/18/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$90.00		
112615	07/18/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$387.70		
112616	07/18/2025	Open			Accounts Payable	ARIZONA FURNISHINGS	\$33,154.73		
112617	07/18/2025	Open			Accounts Payable	ARIZONA INTERAGENCY FARMWORKERS COALITION INC	\$6,000.00		
112618	07/18/2025	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$2,443.70		
112619	07/18/2025	Open			Accounts Payable	BOOT BARN, INC.	\$221.06		
112620	07/18/2025	Open			Accounts Payable	CABRERA, LUIS	\$258.00		
112621	07/18/2025	Open			Accounts Payable	CARDENAS, ERNESTO	\$130.00		
112622	07/18/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$108.00		
112623	07/18/2025	Open			Accounts Payable	CENTURYLINK	\$84.82		
112624	07/18/2025	Open			Accounts Payable	CENTURYLINK	\$5,530.18		
112625	07/18/2025	Open			Accounts Payable	COATES LANDSCAPE SUPPLY, INC.	\$3,255.04		
112626	07/18/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$2,840.46		
112627	07/18/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$573.75		
112628	07/18/2025	Open			Accounts Payable	CORE & MAIN LP	\$541.87		
112629	07/18/2025	Open			Accounts Payable	CORNELIO, SONIA	\$130.00		
112630	07/18/2025	Open			Accounts Payable	DE LA HOYA, TADEO	\$258.00		
112631	07/18/2025	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$1,006.16		
112632	07/18/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$2,973.56		
112633	07/18/2025	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	\$4,360.75		
112634	07/18/2025	Open			Accounts Payable	FERGUSON WATERWORKS	\$3,938.29		
112635	07/18/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$2,645.00		
112636	07/18/2025	Open			Accounts Payable	G&T ALARM CO LLC	\$180.00		
112637	07/18/2025	Open			Accounts Payable	GARCIA, PABLO	\$180.00		
112638	07/18/2025	Open			Accounts Payable	GILA ELECTRONIC	\$2,902.60		
112639	07/18/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$8,004.06		
112640	07/18/2025	Voided		07/18/2025	Accounts Payable	HD SUPPLY, INC.	\$1,348.95		
112641	07/18/2025	Open			Accounts Payable	HOLLIS BROTHERS, LLC	\$7,120.00		
112642	07/18/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$2,784.21		
112643	07/18/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$400,000.00		
112644	07/18/2025	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$371.64		
112645	07/18/2025	Open			Accounts Payable	IPS GROUP INC	\$164.57		
112646	07/18/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$1,061.88		
112647	07/18/2025	Open			Accounts Payable	J & A PLUMBING LLC	\$8,500.00		
112648	07/18/2025	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$1,983.04		
112649	07/18/2025	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$1,056.00		

# Payment Register

From Payment Date: 7/14/2025 - To Payment Date: 7/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112650	07/18/2025	Open			Accounts Payable	LOPEZ, MELISSA	\$130.00		
112651	07/18/2025	Open			Accounts Payable	MARTINEZ, KEILA MARYMAR	\$125.00		
112652	07/18/2025	Open			Accounts Payable	MAVERICK ALLIANCE	\$686.40		
112653	07/18/2025	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$120.00		
112654	07/18/2025	Open			Accounts Payable	Montes, Arnold	\$200.00		
112655	07/18/2025	Open			Accounts Payable	PACHECO, ROMAN	\$130.00		
112656	07/18/2025	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$851.99		
112657	07/18/2025	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$885.00		
112658	07/18/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$377.98		
112659	07/18/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$106.99		
112660	07/18/2025	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$1,973.34		
112661	07/18/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$160.00		
112662	07/18/2025	Open			Accounts Payable	RMC MASONRY	\$480.00		
112663	07/18/2025	Open			Accounts Payable	ROLLS AND BOWLS LLC	\$318.13		
112664	07/18/2025	Open			Accounts Payable	ROSALES, ESTEBAN	\$258.00		
112665	07/18/2025	Open			Accounts Payable	SANDOVAL GARCIA, DANYAEL	\$144.00		
112666	07/18/2025	Open			Accounts Payable	SERVIN, LIZETH	\$258.00		
112667	07/18/2025	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$5,612.52		
112668	07/18/2025	Open			Accounts Payable	SIMPSON NORTON CORPORATION	\$46,301.24		
112669	07/18/2025	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	\$340.00		
112670	07/18/2025	Open			Accounts Payable	THE PARAMEDIC COACH, LLC	\$147.00		
112671	07/18/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$149,555.30		
112672	07/18/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$160.00		
112673	07/18/2025	Open			Accounts Payable	VARGAS, JAVIER	\$258.00		
112674	07/18/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	\$240.00		
112675	07/18/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	\$180.00		
112676	07/18/2025	Open			Accounts Payable	XEROX CORPORATION	\$884.70		
112677	07/18/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$86.73		
112678	07/18/2025	Open			Accounts Payable	SUNLAND ASPHALT & CONSTRUCTION, LLC	\$41,956.15		
112679	07/18/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$515.00		
112680	07/18/2025	Open			Accounts Payable	FOP/ALC	\$450.00		
112681	07/18/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,264.35		
112682	07/18/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
112683	07/18/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$122.00		
112684	07/18/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,520.00		
112685	07/18/2025	Open			Accounts Payable	AGUIRRE, ADRIANA, A	\$700.00		
112686	07/18/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$115.14		
Type Check Totals:									
EFT									
7933	07/15/2025	Open			Accounts Payable	ALSCO, INC	\$9,546.91		
							<b>\$773,827.79</b>		

# Payment Register

From Payment Date: 7/14/2025 - To Payment Date: 7/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7934	07/15/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$3,257.13		
7935	07/15/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,877.73		
7936	07/15/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,008.22		
7937	07/15/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$1,281.94		
7938	07/18/2025	Open			Accounts Payable	4 IMPRINT	\$3,884.00		
7939	07/18/2025	Open			Accounts Payable	ALLKIOSK LLC	\$1,113.77		
7940	07/18/2025	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$300.00		
7941	07/18/2025	Open			Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	\$495.28		
7942	07/18/2025	Open			Accounts Payable	BLT ASPHALT LLC	\$1,432.59		
7943	07/18/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$9,319.43		
7944	07/18/2025	Open			Accounts Payable	BORREGO BROTHERS, INC	\$2,688.61		
7945	07/18/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$9,642.93		
7946	07/18/2025	Open			Accounts Payable	CDWG	\$6,717.52		
7947	07/18/2025	Open			Accounts Payable	CLEARGOV INC	\$13,259.18		
7948	07/18/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
7949	07/18/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$272.32		
7950	07/18/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$4,440.00		
7951	07/18/2025	Open			Accounts Payable	FRUTH GROUP INC	\$1,304.00		
7952	07/18/2025	Open			Accounts Payable	GARCIA, JESUS	\$250.00		
7953	07/18/2025	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	\$34,121.26		
7954	07/18/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$10,102.94		
7955	07/18/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,182.00		
7956	07/18/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$14,060.20		
7957	07/18/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$379.44		
7958	07/18/2025	Open			Accounts Payable	LOOMIS	\$6,041.28		
7959	07/18/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$250.00		
7960	07/18/2025	Open			Accounts Payable	MARTINEZ CANTU, VICTOR , REMIGIO	\$5,949.37		
7961	07/18/2025	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$450.00		
7962	07/18/2025	Open			Accounts Payable	POLAR ICE LLC	\$193.75		
7963	07/18/2025	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$4,216.58		
7964	07/18/2025	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$108.00		
7965	07/18/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$217.77		
7966	07/18/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$702.63		
7967	07/18/2025	Open			Accounts Payable	RM GRAPHICS	\$129.01		
7968	07/18/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$750.00		
7969	07/18/2025	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$2,774.78		
7970	07/18/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$2,577.72		
7971	07/18/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$5,630.00		
7972	07/18/2025	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
7973	07/18/2025	Open			Accounts Payable	SHRM	\$299.00		
7974	07/18/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,625.00		
7975	07/18/2025	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	\$852.83		
7976	07/18/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$313.00		
7977	07/18/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$404.79		

# Payment Register

From Payment Date: 7/14/2025 - To Payment Date: 7/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7978	07/18/2025	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$5,262.59		
7979	07/18/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,282.43		
7980	07/18/2025	Open			Accounts Payable	UNITED LABORATORIES INC.	\$3,945.60		
7981	07/18/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,316.26		
7982	07/18/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$516.00		
7983	07/18/2025	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
7984	07/18/2025	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$9.00		
7985	07/18/2025	Open			Accounts Payable	YUMA SUN INC	\$5,031.00		
7986	07/18/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$6,400.14		
7988	07/18/2025	Open			Accounts Payable	HIGHERGROUND, INC.	\$4,088.80		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$203,834.72	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$772,478.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,348.95	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$773,827.79	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$203,834.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	55	\$203,834.72	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	131	\$976,313.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,348.95	\$0.00

# Payment Register

From Payment Date: 7/14/2025 - To Payment Date: 7/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	
					Total		132	\$977,662.51	\$0.00
<b>Grand Totals:</b>									
		<b>Checks</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	76			\$772,478.84	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	1			\$1,348.95	\$0.00	
			Stopped	0			\$0.00	\$0.00	
			Total	77			\$773,827.79	\$0.00	
		<b>EFTs</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	55			\$203,834.72	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	0			\$0.00	\$0.00	
			Total	55			\$203,834.72	\$0.00	
		<b>All</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
			Open	131			\$976,313.56	\$0.00	
			Reconciled	0			\$0.00	\$0.00	
			Voided	1			\$1,348.95	\$0.00	
			Stopped	0			\$0.00	\$0.00	
			Total	132			\$977,662.51	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez, email = gcanez@sanluisaz.gov C =  
 US  
 Date: 2025.07.18 16:20:30 -0700



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. A.

**Meeting Date:** 07/30/2025

**Department Head:** Fernando Corona, Information Technology Manager, Administration, Information Technology

**Submitted By:** Fernando Corona, Information Technology Manager, Administration, Information Technology

**Action Requested:** Motion

---

### ITEM:

Discussion and possible action on any and all matters regarding authorization for the purchase of Fortinet network infrastructure equipment to replace aging network hardware and to upgrade firewalls through PCS Solutions using 1GPA National Purchasing Cooperative Agreement Contract #25-09PV-06 under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing. **(Fernando Corona, IT Manager)**

### SUMMARY:

The City of San Luis Information Technology Division is requesting approval for the purchase of Fortinet network infrastructure equipment through PCS Solutions, totaling \$211,340.92. Staff recommends purchase be made through 1GPA National Purchasing Cooperative Agreement contract #25-09PV-06 under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing.

The primary objective is to replace aging and end-of-life network hardware, including network switches that in some cases have exceeded 10 years of service life and no longer have a support contract entitling the city to security updates critical for addressing vulnerabilities. Upgrading this equipment is vital to maintaining a reliable and secure digital infrastructure.

Additionally, the upgrade includes replacing the current single firewall with a high-availability firewall pair to eliminate a single point of failure and installing firewalls at three critical locations—Municipal Court, Joe Orduno Park, and Fire Station Two—in order to manage both wired and wireless networks more efficiently by routing cloud traffic directly to the internet, reducing bandwidth strain on our dedicated MPLS circuit, leveraging low-cost internet circuits for general internet traffic, and reserving the MPLS connection for on-premises critical systems.

The proposal includes enterprise-level features such as SD-WAN, lightweight NAC, and three years of support covering firmware updates, advanced hardware replacement (RMA), and 24/7 phone support. Enhanced security services like antivirus, anti-malware, intrusion prevention, VPN, web filtering, and data loss prevention are also included.

This comprehensive upgrade will ensure the city's network infrastructure is secure, efficient, and prepared for future needs.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF FORTINET NETWORK INFRASTRUCTURE EQUIPMENT THROUGH PCS SOLUTIONS, FOR A TOTAL AMOUNT NOT TO EXCEED \$211,340.92.**

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$211,340.92  
**BUDGETED AMOUNT:** \$240,000  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Project 2026023 GL Account  
100-999-90020

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

The expense will be charged to account 100-999-90020 fiscal year 2025–2026 budget. The total amount for the purchase of 40 network switches, 7 firewalls, a 3-year support contract, and transceivers will be \$211,340.92.

---

**Attachments**

City of San Luis - Fortinet Quote F4 1GPA  
1GPA Membership

---



Main: 305-667-0633

Email: [npesu@pcsusa.net](mailto:npesu@pcsusa.net)

Web: [www.pcsusa.net](http://www.pcsusa.net)

**We have prepared a quote for you**

## **Fortinet Refresh**

Quote # 016264  
Version 1

Prepared for:

**City of San Luis - AZ**

Prepared by:

**PC Solutions & Integration**

## Fortinet Refresh

### Quote Information:

**Quote #: 016264**

Version: 1

Delivery Date: 07/16/2025

Expiration Date: 08/08/2025

### Prepared for:

**City of San Luis - AZ**

1090 East Union Street

San Luis, AZ 85349

Fernando Corona

(928) 341-8579

fcorona@sanluisaz.gov

### Prepared by:

**PC Solutions & Integration**

Nick Pesu

480-549-0029

Fax 305-667-0618

npesu@pcsusa.net

### 201G - 3 YEAR

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	FS-448E-FPOE	FortiSwitch-448E-FPOE Fortinet, Inc. - FS-448E-FPOE	\$3,342.22	13	\$43,448.86
2	FC-10-S448F-247-02-36	3 Year 24x7 FC SVC Fortinet, Inc. - FC-10-S448F-247-02-36	\$1,234.76	13	\$16,051.88
3	FS-148F-FPOE	FortiSwitch-148F-FPOE Fortinet, Inc. - FS-148F-FPOE	\$1,429.11	13	\$18,578.43
4	FG-201G-BDL-950-36-2a	FortiGate-201G Hardware plus FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Fortinet, Inc. - FG-201G-BDL-950-36	\$12,561.32	2	\$25,122.64
5	FC-10-F2H1G-189-02-12- 2a	FortiGate-201G FortiConverter Service for one time configuration conversion service Fortinet, Inc. - FC-10-F2H1G-189-02-12	\$257.46	1	\$257.46
6	FG-91G-BDL-950-36	FortiGate-91G Hardware plus FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Fortinet, Inc. - FG-91G-BDL-950-36	\$4,480.23	2	\$8,960.46
7	FC-10-0091G-189-02-12	FortiGate-91G FortiConverter Service for one time configuration conversion service Fortinet, Inc. - FC-10-0091G-189-02-12	\$89.94	2	\$179.88
8	SP-RACKTRAY-02	Rack mount tray Fortinet, Inc. - SP-RACKTRAY-02	\$116.23	2	\$232.46
9	FG-121G-BDL-950-36	FortiGate-121G Hardware plus FortiCare Premium and FortiGuard Unified Threat Protection (UTP) Fortinet, Inc. - FG-121G-BDL-950-36	\$5,797.95	3	\$17,393.85
10	FS-1024E	FortiSwitch-1024E Fortinet, Inc. - FS-1024E	\$8,834.07	1	\$8,834.07
11	FC-10-S1E24-247-02-36	FortiSwitch-1024E 3 Year 24x7 FortiCare Contract Fortinet, Inc. - FC-10-S1E24-247-02-36	\$3,298.39	1	\$3,298.39

## 201G - 3 YEAR

Line #	Part #	Product Description	Price	Qty	Ext. Price
12	FC-10-148FF-247-02-36	FortiSwitch-148F-FPOE 24x7 FortiCare Contract Fortinet, Inc. - FC-10-148FF-247-02-36	\$527.98	13	\$6,863.74
13	FS-124F-FPOE	FortiSwitch-124F-FPOE Fortinet, Inc. - FS-124F-FPOE	\$913.59	13	\$11,876.67
14	FC-10-S124F-247-02-36	FortiSwitch-124F-FPOE 24x7 FortiCare Contract Fortinet, Inc. - FC-10-S124F-247-02-36	\$337.53	13	\$4,387.89
15	FS-108F-FPOE	FortiSwitch-108F-FPOE Fortinet, Inc. - FS-108F-FPOE	\$346.86	1	\$346.86
16	FC-10-F108F-247-02-36	FortiSwitch-108F-FPOE 3 Year 24x7 FortiCare Contract Fortinet, Inc. - FC-10-F108F-247-02-36	\$129.51	1	\$129.51
17	FAP-241K-A	FortiAP-241K Fortinet, Inc. - FAP-241K-A	\$458.23	35	\$16,038.05
18	FC-10-P241K-247-02-36	FortiAP-241K FortiCare Premium Support Fortinet, Inc. - FC-10-P241K-247-02-36	\$169.28	35	\$5,924.80
19	FN-TRAN-SFP+SR	10GE SFP+ transceiver module, short range Fortinet, Inc. - FN-TRAN-SFP+SR	\$44.52	10	\$445.20
20	FN-TRAN-SFP+LR	10GE SFP+ transceiver module, long range Fortinet, Inc. - FN-TRAN-SFP+LR	\$74.19	14	\$1,038.66
21	FN-TRAN-GC	1GE SFP RJ45 transceiver module Fortinet, Inc. - FN-TRAN-GC	\$92.75	12	\$1,113.00
22	FN-TRAN-SX	1GE SFP SX transceiver module Fortinet, Inc. - FN-TRAN-SX	\$37.32	10	\$373.20
23	TAXES	TAX 10.71%	\$20,444.96	1	\$20,444.96
<b>Subtotal:</b>					<b>\$211,340.92</b>

## Quote Summary

Description	Amount
201G - 3 YEAR	\$211,340.92
<b>Total:</b>	<b>\$211,340.92</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**1GPA - Contract # 25-09PV-06**

## PC Solutions & Integration



February 7, 2025

PC Solutions & Integration Inc.  
4937 SW 75 Ave  
Miami, FL 33155  
[desiree@pcsusa.net](mailto:desiree@pcsusa.net)

Attn: Desiree Boush, Controller

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on your firm's proposal submitted to 1GPA in response to Request for Proposal # 25-09PV for Internal Connections:

<b>Commodity/Contract Title:</b>	<b><i>Internal Connections (E-Rate Category Two Eligible)</i></b>
<b>Contractor/Vendor:</b>	<b><i>PC Solutions &amp; Integration Inc.</i></b>
<b>Contract Number:</b>	<b><i>25-09PV-06</i></b>

**The contract is in effect for one year and will expire on February 6, 2026.** The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

PC Solutions & Integration Inc. has been awarded a National Contract with 1GPA and may be utilized anywhere in the United States, however, this is a multiple award and the Lead Agency may or may not utilize your firm's products/services.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review all of the resources included in the 1GPA Vendor Portal.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office via email at [cknorr@1GPA.org](mailto:cknorr@1GPA.org). We look forward to working with you and your team!

Sincerely,

*Christy Knorr*  
Christy Knorr  
President of 1GPA



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. B.

**Meeting Date:** 07/30/2025

**Department Head:** Fernando Corona, Information Technology Manager, Administration, Information Technology

**Submitted By:** Fernando Corona, Information Technology Manager, Administration, Information Technology

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the ratification of payment for temporary staffing services provided by Robert Half. **(Fernando Corona, IT Manager)**

#### SUMMARY:

Staff recommends that the City Council ratify the payment of \$47,354.57 to Robert Half utilizing PO# 2025-00000626 for IT Help Desk temporary staffing services rendered from August 12, 2024, to March 21, 2025. The temporary IT Help Desk role, filled through Robert Half, was critical in ensuring uninterrupted technical support for the City of San Luis during a transitional period. While the City followed its standard open opportunity recruitment process to permanently fill the position, the temporary staffing arrangement ensured continuity of essential IT services, minimized disruptions to daily operations, and supported staff productivity. This approach allowed the City to maintain service levels and internal efficiency without compromising the integrity of its hiring procedures. Contracts for professional services in excess of \$45,000 must be approved by the Mayor and Council under the San Luis City Code - Purchasing § 30.05.080. Staff seeks ratification of the total payment issued for Fiscal Year 2024-2025 in the amount of \$47,354.57 for the above-mentioned reasons and to waive any formal purchasing as is permitted under the San Luis City Code - Purchasing § 30.05.010r(F).

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO RATIFY THE BUDGET TRANSFERS IN THE AMOUNT OF \$54,600.00, AND THE PAYMENTS IN THE AMOUNT OF \$47,354.57 TO ROBERT HALF FOR TEMPORARY I.T. HELP DESK STAFFING SERVICES PROVIDED FROM AUGUST 12, 2024, TO MARCH 21, 2025, AND TO WAIVE FORMAL PROCUREMENT PROCEDURES AS PRESENTED.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$47,354.57
<b>BUDGETED AMOUNT:</b>	0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$54,600.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See Fiscal Statement Below

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

Budget transfers in the amount of \$54,600.00 were made from salary line items 100-710-50XXX to Contractual Services account 100-710-80000 to fund the expenses of Robert Half and CivicPlus, LLC. These transfers were processed as follows:

1. August 12, 2024: \$33,600
2. January 30, 2025: \$11,000
3. March 6, 2025: \$10,000

These transfers ensured adequate funding was available for the contractual expense account and were necessary to maintain the continuity of IT services during a critical staffing transition. The staff is requesting the City Council's approval to ratify these budget transfers.

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. C.

**Meeting Date:** 07/30/2025

**Department Head:** Manuel Hernandez, Assistant Director of Public Works, Public Works Department

**Submitted By:** Manuel Hernandez, Assistant Director of Public Works, Public Works Department

**Action Requested:** Discussion Item - No Action to be  
Taken  
Motion  
Resolution

---

### ITEM:

Discussion and possible action on all matters regarding the approval and ratification of payment for the Arizona Department of Transportation contract modification for the Los Alamos Curve Realignment Project. **(Manny Hernandez, Assistant Director of Public Works)**

### SUMMARY:

The Department of Public Works is requesting Mayor and Council approval and ratification of payment for the Arizona Department of Transportation ("ADOT") contract modification for the Los Alamos Curve Realignment Project.

On June 14, 2023, the City of San Luis adopted an Intergovernmental Agreement ("IGA") with the Arizona Department of Transportation for the 10th Avenue and Los Alamos Street Curve Realignment Construction Project, utilizing federal funds. The project estimate, including design and construction, was approximately \$1.7 million. As part of the IGA, the City of San Luis' responsibility was to pay:

### City Responsibility:

1. Project Development Administration (ADOT Costs) @ 5.7%: **\$1,710.00**
  2. Scoping/Design of the Improvements @ 5.7%: **\$16,844.00**
  3. Construction @ 5.7%: **\$79,222.00**
- Total Before Contract Modification: **\$97,776.00**

After Contract Modification: **\$161,270.00**

On May 21, 2025, the City of San Luis was informed by Chris Rodriguez (ADOT Project Manager) that there would be a contract modification due to a change in the design scope of work. Staff reached out to Yuma Metropolitan Planning Organization ("YMPO") to see if funding was available to assist with payment, but there was not. Staff also reached out to ADOT requesting to use construction funds to cover the design phase contract modification, but the request was denied.

After exploring other available funding avenues and being unsuccessful, payment responsibility falls back on the City of San Luis to cover the \$63,494 contract modification.

IGA states on page 2, Section II, subsection 1, paragraph (a), that the final cost estimate may exceed the initial estimate... In such a case, the local agency is responsible for and agrees to pay the difference prior to bid advertisement.

Payment for the contract modification has been made using funds from the FY25 Highway Users Fund for the 6<sup>th</sup> Avenue Extension Roadway Design project.

**Contract Modification Additional Work:**

1. Acquisition of additional R/W for the 10th Ave/Los Alamos St Curve Realignment Project
2. Additional work by Tierra (subcontractor) for their R/W Acquisition and Environmental Services
3. It also includes work by EPS Group (Engineering Firm), including the legal description and exhibit for the additional new right-of-way and Project Management Efforts.

Public Works is requesting the Mayor and Council's approval and ratification of payment for the ADOT contract modification of an additional **\$63,949** for the Los Alamos Curve Realignment Project.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE AND RATIFY AN ADDITIONAL PAYMENT OF \$63,949 FOR THE ADOT CONTRACT MODIFICATION FOR THE LOS ALAMOS CURVE REALIGNMENT PROJECT AND TO PERFORM A BUDGET TRANSFER AS DESCRIBED IN THE FISCAL IMPACT STATEMENT.**

---

**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$63,494.00
<b>BUDGETED AMOUNT:</b>	0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$64,000.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	6th Avenue Extension Roadway Design/Acct #200-210-90010/Project: 2025034/\$64,000.00

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

The following budget transfer was performed in the amount of \$64,000.00: **From:** 6<sup>th</sup> Avenue Extension north, from Union St. to Co.22<sup>nd</sup> St. Roadway Design **Account:** 200-210-90010

**Project:** 2025034 **To:** 10<sup>th</sup> Avenue & Los Alamos Curve Project **Account:** 200-210-90010  
**Project:** 2025027

---

**Attachments**

23-0009169-Dist SW-City of San Luis-T0442 01D 01C 03D-EXECUTED

Contract Mod

Invoice for City of San Luis- T044203D

---

ADOT CAR No.: IGA 23-0009169-I  
AG Contract No.: P0012023000820  
Project Location/Name: 10<sup>th</sup> Avenue and  
Los Alamos Street Curve Realignment  
Type of Work: Curve Realignment  
Federal-aid No.: SLS-0-(205)T  
ADOT Project No.: T0442 01D/03D/01C  
TIP/STIP No.: SLS23-06  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: N/A

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SAN LUIS

**THIS AGREEMENT** (“Agreement”) is entered into this date June 21, 2023, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of the realignment of a 90-degree curve, pavement of 5 foot shoulders through the curve and installation of fluorescent curve warning signs at 10<sup>th</sup> Avenue and Los Alamos Street, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$1,717,986.00, which includes federal aid and the Local Agency’s match. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

---

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Yuma Metropolitan Planning Organization (YMPO). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710.00 and the Local Agency's share of the Project design costs, estimated at \$16,844.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
  - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, on behalf of the Local Agency, prepare and provide all documents

pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

- d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$79,222.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
- j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710.00 and the Local Agency's share of Project design costs, estimated at \$16,844.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
  - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$79,222.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
  - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
  - g. As applicable, certify that the Local Agency has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local

Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide

information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of San Luis  
Attn: Jorge Perez  
PO Box 3750  
San Luis, AZ 85349  
(928) 341-8577  
[jperez@sanluisaz.gov](mailto:jperez@sanluisaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of San Luis  
Attn: Jorge Perez  
PO Box 3750  
San Luis, AZ 85349  
(928) 341-8577  
[jperez@sanluisaz.gov](mailto:jperez@sanluisaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of San Luis  
Attn: Jorge Perez  
PO Box 3750  
San Luis, AZ 85349  
(928) 341-8577  
[jperez@sanluisaz.gov](mailto:jperez@sanluisaz.gov)

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

---

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF SAN LUIS**

DocuSigned by:  
By *Mexes Kiedel* \_\_\_\_\_ Date 6/20/2023  
24ED74A4E345484...  
Mayor

**ATTEST:**

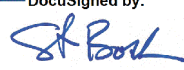
DocuSigned by:  
By *Sonia Cornelio* \_\_\_\_\_ Date 6/20/2023  
4C80E4780D69461...  
SONIA CORNELIO  
City Clerk

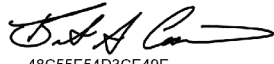
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572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

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

DocuSigned by:  
By *Kay Macnil* \_\_\_\_\_ Date 6/20/2023  
BDF4259B52B5410...  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
 By  \_\_\_\_\_ Date 6/20/2023  
 2C8F28BDDC4A2...  
**STEVE BOSCHEN, PE**  
 Infrastructure Delivery and Operations Division  
 Division Director

DocuSigned by:  
 By  \_\_\_\_\_ Date 6/20/2023  
 48C55E54D3CE49E...  
**BRENT A. CAIN, PE**  
 Transportation Systems Management and Operations Division  
 Division Director

A.G. Contract No. P0012023000820 (ADOT IGA 23-0009169-I), an Agreement between public agencies, the State of Arizona and the City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DocuSigned by:  
 By  \_\_\_\_\_ Date 6/21/2023  
 8D316FBECFEB476...  
**DAN BERGIN, Attorney General**

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

**T0442 GW 6/23/23**  
~~T0422~~ **01D/03D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost:**

Federal-aid funds @ 94.3%	\$ 28,290.00
Local Agency's match @ 5.7%	1,710.00
	<hr/>
<b>Subtotal - PDA</b>	<b>\$ 30,000.00</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$ 278,657.00
Local Agency's match @ 5.7%	16,844.00
	<hr/>
<b>Subtotal - Scoping/Design</b>	<b>\$ 295,501.00</b>

**Construction:\***

Federal-aid funds @ 100%	\$ 2,625.00
Federal-aid funds @ 94.3%	1,310,638.00
Local Agency's match @ 5.7%	79,222.00
	<hr/>
<b>Subtotal - Construction</b>	<b>\$ 1,392,485.00</b>

**Estimated TOTAL Project Cost** **\$ 1,717,986.00**

**Total Estimated Local Agency Funds** **\$ 97,776.00**

**Total Federal Funds** **\$ 1,620,210.00**

\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2264

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE 10TH AVENUE AND LOS ALAMOS STREET CURVE REALIGNMENT CONSTRUCTION PROJECT UTILIZING FEDERAL FUNDS; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

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


**Section 1:** The attached Intergovernmental Agreement is incorporated by this reference and is made part of this resolution as though set forth in full here.

**Section 2:** The attached Intergovernmental is hereby adopted.

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

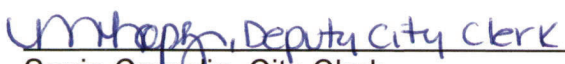
**Section 4:** If any section, subsection, sentence, clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by controlling legislation, such decision or law shall not affect the validity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

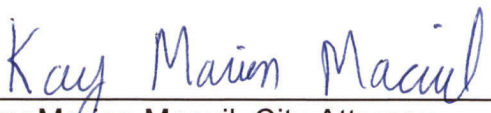
**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, County of Yuma, State of Arizona, this 14th day of June, 2023.

  
\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Sonia Cornelio, City Clerk

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney



Contract Modification Checklist

Contract Number \_\_\_\_\_ Consultant Name \_\_\_\_\_
Contract Description \_\_\_\_\_
Project Name \_\_\_\_\_ Modification Amount \_\_\_\_\_
ADOT Project No. \_\_\_\_\_ Task Order/Rev Number \_\_\_\_\_
ADOT Project/Task Manager \_\_\_\_\_ ADOT Contract Manager \_\_\_\_\_

This checklist is to be completed and submitted by the Prime Consultant along with each Contract Modification submittal. Please check the appropriate boxes designating documentation included in each submittal for the Prime Consultant, Subconsultant and Tier-Subconsultant.

Prime Subs Tier-Subs Contract Modification Required Documents

- Transmittal Letter on Consultant Letterhead, signed and dated
Scope of Work Narrative
Cost Proposal Cost Derivation Sheet, Signed and Dated

All costs must be consistent with the contract

Cost Proposal Cost Derivation Sheet must contain the following:

- Approved Labor Classifications
Approved Rates, Hours, Overhead Rates
List of Other Direct Costs
List of Subconsultant and Vendor Costs

Are New Labor Classifications proposed? No Yes: Submit Certified Payroll

Are New Subconsultants proposed? No Yes: Submit Add/Remove Sub-consultant Form

- Direct Expense Cost Derivation
Detailed list of Approved Direct Expenses with unit, rate and total
Vendor quotes required for all externally generated Direct Expenses

Lump sum quotes for Direct Expenses are not acceptable

Are New Direct Expense items/rates proposed? No Yes – Submit Vendor Quote

- Post Design Services (PDS) Scope of Work
Using previously established PDS Rates?
Proposing new or establishing PDS Rates? – Submit Certified Payroll

Does the Contract had a DBE Goal? No Yes: Submit appropriate documents listed below:

- Intended Participation Affidavit – Consultant\*, signed and dated
Intended Participation Affidavit – Subconsultant, signed and dated
Consultant Certification of Good Faith Efforts\*, signed and dated
\* If the affidavit does not meet the DBE Goal, a GFE is also required.

Other (describe): \_\_\_\_\_

ADOT Project Manager Contract Modification Submittal Checklist

ADOT Project Manager and Contract Manager have reviewed and recommend the attached Contract Modification Package and certify that the scope of work is consistent with the contract and authorize ECS to execute the Modification.

Consultant Initiation Date (1st contact for this work): \_\_\_\_\_ Calendar Days required to complete this work: \_\_\_\_\_
ADOT Project Manager Review and Concurrence Date: \_\_\_\_\_ PM/TM Initials: \_\_\_\_\_ CM Initials: \_\_\_\_\_

Check boxes are to be marked to designate documentation included in PM submittal along with the above noted items from the consultant.

- Include Project Manager Scope of Work, Schedule, Hour and Contract Estimate (REQUIRED)
Funding Source Approval – Check Appropriate Box(es) for type and attach documents
FHWA: Include Signed FARA form or FHWA email (include current available budget documentation)
JPA: Executed JPA (include current available budget documentation)
State: Signed RARF or Non-Federal form (Include current available budget documentation)
Other: Funding Approval Documentation (include current available budget documentation)

Funding Available? No Yes

If no, anticipated authorization/funding availability date: \_\_\_\_\_

If Post Design Services, attach:

- Resident Engineer’s Email & FAST 125 Financial Card or Recap Sheet
If Task Order Waiver is required; attach the completed and signed document (If needed, ECS will obtain FHWA signature)
If an ANTP was executed, attach a copy of the completed and signed documentation

ADOT Engineering Consultant Section Review Checklist

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Simple 14 Yes/No? \_\_\_\_\_ Simple 14 Date: \_\_\_\_\_ ECS Initials: \_\_\_\_\_



May 13, 2025

Arizona Department of Transportation  
Engineering Consultants Section  
205 S. 17th Ave, Room 293E, Mail Drop 616E  
Phoenix, AZ 85007-3213

**Attn: Brenda Contreras, Contract Manager**

**Re:** Contract Modification – Additional R/W  
**Contract #:** 2022-006.05  
**Contract Description:** Project Development On-Call  
**TRACS No.:** T0442 03D

Dear Ms. Contreras:

As design has progressed on the 10<sup>th</sup> Avenue and Los Alamos Street Curve Realignment project, it has been determined that an additional new right of way acquisition on the north side of 10th Avenue is required. This was discovered during the research for the centerline survey control and existing right-of-way determination. That process revealed that a portion of the existing roadway was constructed outside the existing right-of-way. This contract modification will remedy this discovery.

**EPS Group, Inc. (Legal Description, Exhibit, and Project Management):**

As part of this work, EPS Group, Inc. will prepare 1 additional legal description, with attached graphical depiction, for the new roadway right-of-way to be acquired. EPS Group has included some additional project management time associated with these tasks as well as project management hours to coordinate this contract modification, including additional meeting time and contract administration time. Some of this effort has already occurred.

**Tierra Right of Way Services (Tierra) (R/W Acquisition and Environmental Services):**

Tierra Right of Way Services (Tierra) will be required to provide additional efforts needed to address proposed new right of way acquisitions on the north side of 10th Avenue; a Cultural Resources Class 3 Survey of the full project area including all proposed new right of way; additional coordination efforts required for the determination of flat-tailed horned lizard mitigation with the Bureau of Reclamation (BOR) and ADOT; additional project management time associated with the prior mentioned tasks as described in their attached scope and fee.

See attached Scope & Fee from Tierra for the R/W Acquisition and Environmental Services as described above.

EPS Group Inc. would like to request a contract modification to the above-referenced contract to increase the total budget by **\$63,494**.

Please see the attached "Derivation of Cost Proposal" for details. If you have any questions regarding this proposal, please contact me at your convenience.

Respectfully Submitted,

A handwritten signature in blue ink that reads "J. Beier".

**James Beier, PE, PTOE, RSP,**  
Project Manager

Firm Name: EPS Group, Inc.

Contract No: 2022-006.05  
 TRACS No: T0442 03D  
 New Contract: No  
 Contract Mod: Yes

**Derivation of Cost Proposal Summary**

May 13, 2025

**Direct Labor**

<u>Classification</u>	<u>Man-hours</u>	<u>Contract Rate</u>	<u>Totals</u>
Project Manager	16	\$ 62.63	\$ 1,002.08
Project Engineer	0	\$ 51.44	\$ -
Engineer	0	\$ 43.69	\$ -
Registered Land Surveyor - Sr.	12	\$ 63.75	\$ 765.00
Survey Party Chief	0	\$ 35.52	\$ -
Survey Technician	6	\$ 33.07	\$ 198.42
Photogrammetrist	0	\$ 50.00	\$ -
CADD Technician	0	\$ 41.30	\$ -
Administrative	0	\$ 32.56	\$ -
	<b>34</b>		<b>\$ 1,965.50</b>
	<b>Negotiated Overhead Rate =</b>	<b>149.66%</b>	<b>\$ 2,941.57</b>
	<b>Subtotal (Direct Labor + Overhead) =</b>		<b>\$ 4,907.07</b>
	<b>Fixed Fee (10%) =</b>		<b>\$ 490.71</b>
	<b>FCCM 0.27% of Direct Labor=</b>		<b>\$ 5.31</b>

**Direct Expenses**

<u>Item</u>	<u>Unit</u>	<u>Number</u>	<u>Unit Cost</u>	<u>Total</u>
Lodging	Man -Day		\$ 98.00	\$ - Per ADOT Travel Policy
Meals	Man -Day		\$ 49.00	\$ - Per ADOT Travel Policy
			\$	\$ -

**Outside Services and Sub-Consultants (See Attachment(s) for Cost Derivation)**

<u>Firm</u>	<u>Total</u>
ACS (DBE)	
Ethos (DBE)	
Tierra	\$ 58,090.60

**Total Sub-Consultant Services \$ 58,090.60**

**TOTAL LUMP SUM COST \$ 63,494**

Submitted By EPS Group, Inc.



**COST PROPOSAL LABOR ACTIVITY**

**CONTRACT #** 2022-006.05

**ADOT PROJECT #** T0442 03D

**CONTRACT DESC** 10th Ave & Los Alamos St Curve Realignment

**PROPOSAL STATUS**

**PRIME CONSULTANT**

Version 1

EPS Group, Inc.

Category Name	* G/E: Project Manager	* G/E: Project Engineer	* G/E: Engineer	*Svy: Registered Land Surveyor - SR	*Svy: Survey Party Chief	*Svy: Survey Technician	*Svy: Photogra mmetrist	* G/E: CADD Technician	Total Hours
<b>000-Administrative</b>									
1020-CONTRACT ADMINISTRATION	12								12
1021-Project Control									0
1024-Quality Control									0
1027-Site Visit									0
171-Schedule									0
173-Meetings	4								4
730-Data Collection / As-Builts / Record Documents									0
<b>410-Surveys and Mapping</b>									
Control Survey (primary control, aerial panels, section, R/W, & parcel corners)									0
Field survey (ground truthing, utilities, supplemental survey)									0
Survey Basemap CAD File & Survey Control Sheet									0
Legal Description				12		6			18
Set Survey Monumentation									0
Record of Survey									0
Aerial Mapping									0
<b>Manhour Totals</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>34</b>



February 27, 2025

James Beier  
EPS Group, Inc.  
8710 N Thornydale Road, Suite 140  
Tucson, AZ 85742

RE: 10th Avenue and Los Alamos Street Curve Realignment  
TROW No.: 23EC00-282.00  
ADOT TRACS No.: T0442 01C  
ADOT Contract No.: 2022-006.03  
Contract Modification: 1

Dear Mr. Froehlich,

Tierra Right of Way Services (Tierra) is pleased to submit this revised proposal for environmental services for the above-referenced project.

We have included a detailed scope of work, assumptions, and cost estimate in this proposal for your review and approval. We estimate the lump sum cost of our services will be \$58,090.60. Invoices will be submitted monthly for work completed to date.

Please contact me at 520.319.2106 if you have any questions. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Jennings", written in a cursive style.

Jennifer Jennings  
Senior Environmental Planner

Enclosures: As noted

---

**Tierra Right of Way Services, Ltd**

Corey Long, Qualifying Broker #BR542156000

1575 River Road, Suite 201 • Tucson, Arizona 85718 • Phone: 520.319.2106 • Fax: 520.323.3326

Right of Way • Cultural Resources • Environmental Planning

Toll Free 800.887.0847 • [www.tierra-row.com](http://www.tierra-row.com)





## SCOPE OF WORK

Tierra Right of Way Services, Ltd (Tierra) is submitting this scope of work at the request of EPS Group. This contract modification represents additional efforts needed to address proposed new right of way acquisitions on the north side of 10<sup>th</sup> Avenue; a Cultural Resources Class 3 Survey of the full project area including all proposed new right of way; additional coordination efforts required for the determination of flat-tailed horned lizard mitigation with the Bureau of Reclamation (BOR) and ADOT; additional project management time associated with the prior mentioned tasks.

A brief description of the work to be included in each task follows.

### **Task 1: Project Coordination/Management/Meetings**

A Tierra representative will coordinate with ADOT and EPS on the project scope and deliverables; and coordinate internally with Tierra specialists to complete the analysis and documentation effort.

### **Task 3: Biological Resources**

Tierra Biologists have coordinated with ADOT to determine the appropriate level of mitigation needed to address impacts to the Flat-tailed horned lizard beyond originally estimated. This contract modification also accounts for an-as-of-yet scheduled coordination meeting with the BOR and ADOT.

### **Task 4. Cultural Resources**

#### *Class III Field Survey*

Meeting professional standards of the Secretary of the Interior, an Arizona-permitted archaeologist will conduct a field survey of the 9.3-acre APE. This non-disturbing surface inventory will meet federal and state standards for a Class III pedestrian survey. There will be no sub-surface disturbance or assessment, and artifacts will not be collected. If cultural resources are detected during fieldwork, they will be mapped, photographed, and analyzed in the field using contemporary guidelines of Arizona State Historic Preservation Office (SHPO) and ASM. Any documented cultural resources will be evaluated for their historic significance using eligibility criteria of the National Register of Historic Places.

#### *Report Preparation*

At the completion of the field survey, Tierra will prepare an archaeological report meeting cultural resources compliance standards of ADOT, ASM, SHPO, and the Town of Oro Valley. This report will summarize the project's methods, any pertinent findings, and will include maps, photographs, and graphics, as needed. Tierra will assess any potential adverse effects on significant cultural resources and will provide recommendations as needed.

#### *Agency Review and Submittal*

A draft of the archaeological report will be provided for agency review and comment. Following this review cycle, Terra will produce final agency-compliant deliverables to the Town of Oro Valley, ADOT, SHPO, and ASM. Project records will be registered and curated with ASM.



### ENVIRONMENTAL ASSUMPTIONS

Assumptions used to generate this scope of work and cost estimate are summarized below. Should additional services be required that are not described in this scope of work, Tierra will provide a supplemental scope and cost.

1. Tierra will participate in a project/team coordination meeting via telephone or other virtual communications between the BOR and ADOT, and the Design team.
2. Species-specific protocol surveys will not be required.
3. ESA Section 7 consultation has not been included.
4. EPS, ADOT, and ASM will be satisfied with electronic submission of all documents.
5. ASM fees for this task have been included.
6. APE does not exceed 9.3 acres.

#### **Task 6. Right of Way Services**

It is the understanding of Tierra that EPS Group ("Client") is seeking support by Tierra related to real estate and acquisition services to secure right of way clearance for the 10th Ave & Los Alamos St Curve Project ("Project") on behalf of the Town of San Luis ("Agency").

Tierra to provide to the Client real estate acquisition services, including to secure new rights of way from HAWK TIMOTHY & MICHAL MARIE TRUST 7-18-2014, Yuma County Assessor's Parcel No. 21132004.

Tierra shall follow the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended ("URA"). Due to the existence of Federal Funds being expended on the Project, the Client must follow the rules and regulations promulgated in the URA. Within the scope of this proposal, Tierra has identified the costs for the services to be provided by Tierra and its sub-consultants, as follows:

- Title and Escrow – Pioneer Title Agency
- Phase I Environmental Assessment – Ninyo and Moore
- Appraisal – Baker, Peterson, Baker and Associates, Inc.
- Review Appraisal – Paul Hendricks Real Estate Appraisal & Counseling
- Acquisition Services – Tierra Right of Way Services, Ltd.

Tierra shall provide guidance to ensure Real Estate acquisitions are completed in full compliance of the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended ("URA"), as required for future Right of Way Certification.

#### **Task 6.1. Project Administration and Project Management:**

Tierra (and any Subconsultants) will support the Client by providing project planning, management, quality control, communication, and coordination throughout the Project. This includes all Project wide planning and management tasks for the Project. Tierra will provide a single point of contact with the Client and their technical design team to ensure consistent and efficient delivery of the Project.



The activities Tierra will perform under this task include the following;

- Subconsultant Management of all services for the Real Estate activities.

**Task 6.1 Deliverables:**

The following items are the deliverables for this task:

- Subconsultant Invoices with monthly invoices.

**Task 6.1 Assumptions:**

- All services in this Proposal will run concurrent with the original Project contract.
- Client to expedite and track the resolution of issues requiring internal Client review and approvals.
- Client to meet with Tierra, subconsultants, or Owners or representatives as needed.

**Task 6.1 Schedule:**

The timeline for Task 6.1 is throughout the delivery of the Project. Project Administration and Project Management will be for the lifecycle of the Project.

**Task 6.2. Title Reports:**

A single preliminary title commitment will be secured for the HAWK TIMOTHY & MICHAL MARIE TRUST 7-18-2014, Yuma County Assessor's Parcel No. 21132004, See "Exhibit B".

This proposal includes estimated fees to order a single Title Report for the property impacted by the Project.

The fee for these reports is typically credited by the title company to the Client at close of escrow. Tierra recommends that the Client obtain title insurance. Escrow and title insurance fees will vary based on the value of the land to be acquired, but not on any damages opined by the appraiser.

Activities Tierra will perform under this task include the following to progress the acquisition of the necessary public property rights for right of way clearance to construct the Project;

- The title report for each proposed acquisition will be thoroughly reviewed by the Tierra acquisition agents. The in-depth review of the title report will include Schedule B items to make sure there are no pre-existing title conditions that would delay the Client from successfully closing escrow on the properties.
- If issues are noted, Tierra will bring said issues to the Clients attention immediately and provide recommendations for resolution. This may include recommendations to the Client whether to accept or clear problematic encumbrances and exceptions.
- Tierra will work with the title company to clear title encumbrances as directed by the Client and resolve any title issues. This includes negotiating as necessary negotiations with lien holders and/or easement holders to remove title defects.
- Tierra will conduct research on any title issues relating to parcels.
- Tierra will meet with the Client and/or property owners as needed to discuss and assist with resolving any title issues for acceptance by the Client.



**Task 6.2 Deliverables:**

The following items are the deliverables for this task:

- Tierra will provide an electronic copy of the title commitments obtained to Client along with a list (per parcel) of any issues that may affect Client's ability to successfully close escrow.

**Task 6.2 Assumptions:**

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- Client will provide written approval of the title exceptions and encumbrances to be either cleared or accepted, as recommended by Tierra.
- Client will provide payment for any expenses related to clearing title, including the services of an escrow firm.

**Task 6.2 Schedule:**

The estimated timeline for completion of Task 6.2 is sixty (60) days from the date the legal description for the acquisition area is received, or Notice to Proceed is received, whichever is later.

**Task 6.3. Appraisal Services:**

Peterson, Baker & Associates, Inc. will complete the real estate appraisal report for the Project. Appraisers Thomas Baker, MAI, or Sara Baker, MAI, will perform a field visit with the landowner of each property to be appraised, research and analyze all supporting market documentation, ascertain and determine the value and produce each appraisal report in conformance with Uniform Standards of Professional Appraisal Practice (USPAP) and state appraisal regulations. See "Exhibit C."

Activities Tierra will perform under this task include the following:

- Tierra will order and coordinate the obtainment of the appraisal report for the acquisition area.
- Once the appraisal report is received, Tierra will review the report in detail to make sure accuracy for the Project needs.
- If any issues or concerns are noted during review, Tierra will resolve its concerns with the appraiser prior to finalization of the appraisal report.
- Tierra shall oversee hiring of any additional subcontractors, or delegate the hiring of additional subcontractors through the appraisal firm as necessary, to address specialized valuation issues (i.e.: sign companies, engineers, biologists, etc.). Those services and costs are to be determined as part of the appraisal inspection process, and if needed, shall be added to this scope and budget with Client approval.
- Tierra shall coordinate the appraisal and appraisal review delivery schedules for the transaction.

**Task 6.3 Deliverables:**

The following items are the deliverables for this task:

- Electronic copy of each completed appraisal report, or valuation.

**Task 6.3 Assumptions:**

Our scope of work contemplates that there will be no deviation from following assumptions relating to



this task:

- The costs for appraisals are flat fees set by the appraiser.
- Upon delivery of the completed appraisal, Tierra will bill the Client for the completed appraisal.

**Task 6.3 Schedule:**

The estimated timeline for completion of Task 6.3 is one-hundred and twenty (120) days from the date the legal description for the acquisition area and title reports are received.

**Task 6.4. Review Appraisal Services:**

Paul Hendricks Appraisal Services shall provide appraisal review services. Paul Hendricks Appraisal Services is an approved provider of review appraisal services by the Arizona Department of Transportation, and the City of Tucson. The purpose of the review appraisal is to provide an independent review to confirm the appraisal report meets USPAP, URA and state appraisal regulations. See "Exhibit D."

Note: When a government agency acquires property rights from a private property using federal funds, the agency is required by the Uniform Act to have the appraisal reviewed by an independent appraiser qualified to perform such reviews.

Activities Tierra will perform under this task include the following:

- Tierra will order and coordinate to obtain a review appraisal report for the property affected by the Project.
- Once the review appraisal reports are received, Tierra will review them in detail to make sure they are complete and accurate.

**Task 4 Deliverables:**

The following items are the deliverables for this task:

- An electronic copy of the review appraisal report for the property appraised to ensure the report meets USPAP, URA and state regulations identifying any opined value and stating compliance with USPAP, URA and state regulations.
- Establishment of Just Compensation (EJC) forms executed by the Review Appraiser for each of the parcels to be acquired, for signature by the Client.

**Task 6.4 Assumptions:**

Our scope of work contemplates that there will be no deviation from following assumptions relating to this task:

- The costs for review appraisals are flat fees set by the appraiser. Once the appraiser delivers the completed review appraisals to Tierra, we will bill the Client for the completed review appraisal(s). Upon payment from Client, Tierra will pay the appraiser for their services.
- Client shall provide Tierra with a signed and approved "Establishment of Just Compensation" for each completed appraisal and appraisal review, within 10-days of submittal for review, before Tierra initiates negotiations with property owners.



**Task 6.4 Schedule:**

The estimated timeline for completion for Task 6.4 Appraisal Services is 14- days from receipt of appraisal performed on Task 6.4. If revisions or additional evaluation is determined to be necessary by the reviewer to finalize the Appraisal Report, this timeline may increase.

**Task 6.5. Environmental Services:**

Tierra shall coordinate the due diligence services required for the Project. These activities include the Phase I Environmental Assessments (ESAs). The project area is comprised of portions of a parcel located along both sides of 10th Avenue, in San Luis, Arizona (the Project Area). The acquisition area is known as a portion of the Yuma County Assessor's Parcel Number 211-32-004. Based on information provided it is understood the purpose of this Phase I ESA is to assess a length of approximately 750 feet and a width of approximately 75 feet from the centerline of each side of 10th Avenue for right-of-way (ROW) for realignment of the roadway, on behalf of Yuma County. See "Exhibit E."

Activities Tierra will perform under this task include the following;

- Tierra will provide the owner executed Right of Entry (ROE) to Ninyo and Moore when ordering and coordinating for receipt of the Phase I ESAs, one for each of the properties affected by the Project.
- Once the Phase I ESA reports are received, Tierra will review them in detail to make sure they are complete and accurate, and Environmental Clearance has been obtained.
- If any Recognized Environmental Contaminants (RECs) are identified, Tierra will notify the Client immediately.
- If RECs are identified during Phase I ESA Report, Tierra will be afforded an opportunity to revise its scope of work and cost proposal.

**Task 6.5 Deliverables:**

The following items are the deliverables for this task:

- Electronic copy of Phase I ESA Reports consistent with the ASTM International (ASTM) Standard Practice E 1527-13, and the United States Environmental Protection Agency All Appropriate Inquiry rule.

**Task 6.5 Assumptions:**

Our scope of work contemplates that there will be no deviation from the following assumptions relating to this task:

- Access within each parcel will not include structure interiors unless specifically identified, in advance, as part of ROW acquisition.
- In accordance with the ASTM standard, the following, which is not intended to be all inclusive, represents non-scope considerations with respect to Phase I ESAs and, therefore, will not be addressed: asbestos-containing materials, biological agents, cultural and historic resources, ecological resources, health and safety, indoor air quality unrelated to hazardous substances or petroleum products, industrial hygiene, radon, lead-based paint, lead in drinking water, mold, wetlands, and regulatory compliance. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.



- Any use of, or reliance upon, the information, assessments, or conclusions contained in the Phase I ESA reports for purposes other than environmental assessment shall be at the sole liability of the party undertaking such use.

**Task 6.5 Schedule:**

The estimated timeline for completion of Task 6.5 Environmental Services is approximately five (5) weeks from completion of the user interviews/questionnaires from the Agency and Owner.

**Task 6.6. Acquisition Services:**

Tierra will directly provide all acquisition services. Acquisition services include the coordination/performance of the following items: title report, appraisal report, review appraisal report, review the Phase I ESA report, preparation of all purchase agreements and conveyance documents, review of any project plans, negotiations with each property owner within the project limits, the maintenance of detailed contact notes and the coordination of the activities and services stated herein. Should negotiations reach an impasse or become no longer viable Tierra will advise the Client immediately for consideration to proceed with Eminent Domain. If Client does not have a qualified eminent domain attorney on staff, or retainer, Tierra can make recommendations for qualified attorneys that we work with regularly on these types of projects.

Activities Tierra will perform under this task include the following;

- As part of public outreach efforts, assist the Client in preparation of an "Introduction / Informational Letter" to be delivered to homeowners and occupants providing the Project purpose, an introduction to the Client's consultants, and an overview of the Project schedule.
- Tierra will request and coordinate with its sub-consultants to obtain the appraisal reports, review appraisal reports, and Phase I Environmental Assessments, for each of the properties affected by the Project, as outlined above.
- Tierra shall attend all onsite appraisal inspections with Baker Peterson Baker.
- Upon verification, a Review Appraiser will review each appraisal report. Each Appraisal, Appraisal Review, and Establishment of Just Compensation will be forwarded to the Client electronically for the Client acceptance the amount of just compensation as determined by Review Appraiser.
- Tierra will be available to meet with the Client, property owners or occupants to discuss and assist in resolving any issues regarding the acquisition activities for the Project.
- Tierra will prepare standard Client acquisition documents including Offer Letters, Acquisition Agreements, and Conveyance documents for Agency approval.
- Tierra agents will prepare the offer packages (using the Client's approved forms) and will submit the completed packages to the Client for review and approval prior to making the offer to the property owner(s).
- Tierra will present and negotiate the offers to the property owner(s), in person, when possible.
- Tierra's acquisition agent(s) will perform "good faith negotiations" (as defined by The Uniform Act) to acquire the acquisition areas by making a sufficient number of significant contacts with each owner in an effort to secure the needed property rights.
- All administrative settlements will be sent to the Client for approval utilizing Tierra's Request for Administrative Settlement form and providing the appropriate supporting documentation.



10th Avenue and Los Alamos Street Curve Realignment  
ADOT TRACS No.: T0442 01C  
ADOT Contract No.: 2022-006.03  
Contract Modification: 1

- If negotiations are not successful, Tierra will make recommendations to the Client to proceed with Eminent Domain so the Client may secure the required property rights, if desired. Upon acceptance of Tierra's recommendation, Tierra will turn over the file and all applicable data pertaining to the file to the Client(s) attorney for initiation of the eminent domain proceedings.
- Upon acceptance and signature of an offer by the property owner, Tierra agents will open escrow with the title company and will work with title to clear any pending issues so escrow can close successfully. If the property owner is an LLC or corporation, the operating agreement/articles of incorporation and tax filing status of the business will be obtained by Tierra and provided to escrow and the Client upon receipt.
- The signed offer documents will be forwarded to Client for its upon receipt of the signed purchase or acquisition agreements for the landowner.
- Tierra agents will request the funds necessary to close escrow from the Client.
- Acquisitions will be considered complete at such time as any of the following occurs: signed acquisition documents are received and close of escrow occurs; the offer to purchase is rescinded; the parcel is processed for condemnation; or Tierra's negotiations are terminated after the joint negotiation's status review by Client and Tierra.
- All acquisition parcel files will be prepared in a format that is satisfactory to the Client, and will include a standard Agent Contact Report reflecting all written, verbal and email contact with property owner(s). At a minimum, the acquisition parcel files will also include the title report, offer letter, purchase agreement, Phase I Environmental Assessment, including copies of the legal descriptions, Appraisal Report, Appraisal Review Report, Establishment of Just Compensation, escrow documents and conveyance documents.
- Within forty-five (45) days of receipt of the final title policy and recorded conveyance document(s) from the escrow company, Tierra will return the original acquisition file to the Client.

**Task 6.6 Deliverables:**

The following items are the deliverables for this task:

- Private parcel acquisition file, in electronic format containing all relevant documents, communications and plans relating to each acquisition.
- Bi-weekly tracking and status reports in a format satisfactory to the Client.
- All original documents to the Client for signature and issuance of warrant to close escrow.
- Original conveyance documents, original recorded conveyance documents, and Owners Title Policy.

**Task 6.6 Assumptions:**

Our scope of work contemplates that there will be no deviation from following assumptions relating to this task:

- Client shall provide approval of all letters and acquisition forms that deviate from the standard template prior to use.
- Tierra will make up to 5 attempts to negotiate in good faith with each property owner and secure their approval/acceptance of the offer. If an agreement cannot be reached or negotiated, Tierra will make recommendation to the Client to move to eminent domain. Upon concurrence by the



10th Avenue and Los Alamos Street Curve Realignment  
ADOT TRACS No.: T0442 01C  
ADOT Contract No.: 2022-006.03  
Contract Modification: 1

Client of Tierra's recommendation, Tierra will prepare the file and deliver it to the Client for initiation of those proceedings.

- If negotiations stall or are no longer viable, the Client will not unreasonably delay Tierra from turning over the file for the initiation of eminent domain proceedings (to be handled by the Client).
- Client shall provide payment to property owners, escrow, or the courts as necessary to close all transactions or gain possession of the property through its right of eminent domain, including the payment or reimbursement of any incidental costs which may arise to complete each transaction.
- Completed acquisition files that are completed and organized will be provided to the Client within 30 days of receipt of final title policy and recorded conveyance document(s).
- Should Tierra's assistance be required on a parcel after it has been turned over for Eminent Domain, Tierra will bill the Client at Tierra's hourly rates, which are included herein, for the actual hours worked. Said hours are not a part of this estimate.
- If additional parcels are identified after the approval of this estimate, Tierra will be afforded the opportunity to revise this proposal and fee accordingly.
- Mileage has not been included in this contract. Mileage will be billed at the current IRS rate, as incurred. This proposal includes an estimated cost of mileage.

**ADDITIONAL RIGHT OF WAY PROJECT AND COST ASSUMPTIONS:**

Tierra's contemplated in this proposal the following standard assumptions:

- Client shall designate one point of contact within their organization for Tierra to provide communications and deliverables.
- If Client's lead monitor/manager changes, the existing policy and procedures being utilized by Tierra will not be substantially changed or altered.
- Properties are to be acquired in accordance with the Uniform Act.
- All mileage expenses will be invoiced to the Client at the IRS established rate on the day the expense was incurred. Mileage will be billed on the monthly invoice to Client. Other expenses relating to travel will be invoiced to Client at the rates established in the current GSA schedule for the time the expense was incurred.
- The costs for survey and preparation of legal descriptions are not included within Tierra's scope of work.
- The costs for escrow closing services are not included within Tierra's scope of work.
- Tierra will maintain records in accordance with all statutory, regulatory and policy requirements.
- Tierra will prepare and submit monthly invoices to include an explanation of work completed by Tierra or its sub-consultants during the invoice period.
- Tierra will prepare and provide Project tracking and status report formats.
- Tierra will ensure proper documentation throughout the life of the project for funding certification.
- Tierra will provide Project certification advisory review services, as necessary. This includes being available for up to two (2) file review sessions with Federal or State auditors.
- Tierra will answer any questions or provide additional available information as requested during the audit for certification for the Tierra files as listed.



10th Avenue and Los Alamos Street Curve Realignment  
ADOT TRACS No.: T0442 01C  
ADOT Contract No.: 2022-006.03  
Contract Modification: 1

*Please note: The information provided within this proposal is for the purpose of responding to a request for services from Client. The information is confidential in nature and not for distribution without written consent of Tierra.*

# DERIVATION OF COST PROPOSAL - SUMMARY

**Firm: Tierra Right of Way Services, Ltd.**  
 1575 East River Road, Suite 201  
 Tucson, Arizona 85718  
 Phone: (800) 887-0847

**10th Avenue and Los Alamos Street Curve Realignment**  
 TROW No.: 553.23.22  
 ADOT Project No.: T0442 03D  
 ADOT Contract No.: 2022-006.05  
 ADOT Contract Mod. No.: 1

Direct Labor Classification	Person Hours	Average Hourly Rate*	Amount
Enviro. Program Manager	12	\$67.78	\$813.36
Project Manager	12	\$47.50	\$570.00
Environmental Planner/Scientist - Biologist - Sr.	12	\$44.25	\$531.00
Biologist	6	\$67.78	\$406.68
Biologist	0	\$25.50	\$0.00
Cultural Principal Investigator	7	\$37.50	\$262.50
Archaeologist - Sr.	48	\$37.00	\$1,776.00
Cultural Project Manager	10	\$36.53	\$365.30
GIS Analyst/Technician - Sr.	8	\$34.50	\$276.00
ROW Project Coordinator - Sr.	41	\$47.44	\$1,945.04
Project Manager (ROW)	62	\$40.00	\$2,480.00
Acquisition Agent - Sr.	184	\$36.97	\$6,802.48

<b>Total</b>	<b>402</b>		<b>\$ 16,228.36</b>
	<b>Overhead (PAO 23.10)</b>	143.91%	\$23,354.23
		Subtotal	\$39,582.59
*Negotiated Rate		Profit 10%	\$3,958.26

Direct Expenses (Listed by Item at Actual Cost --)	Units	Unit Cost	Cost
Mileage (per ADOT Travel Policy)	2630	\$0.650	\$1,709.50
Lodging (per ADOT Travel Policy)	6	\$98.00	\$588.00
Meals (per ADOT Travel Policy)	8	\$49.00	\$392.00
		<b>Total Expenses</b>	<b>\$2,689.50</b>

Outside Services and Consultants		
Ninyo & Moore	\$	3,900.00
Baker Peterson Baker	\$	4,000.00
Paul Hendricks	\$	2,650.00
Pioneer Title	\$	700.00
Arizona State Museum Curation Fees	\$	610.25
	<b>Total Outside Services</b>	<b>\$11,860.25</b>

**Total Lump Sum Cost** \$58,090.60

  
 \_\_\_\_\_  
 Signature

February 27, 2025  
 \_\_\_\_\_  
 Date

**Staff Hours**  
**Tierra Right of Way Services. LTD.**  
**10th Avenue and Los Alamos Street Curve Realignment**  
**TROW No.: 23EC00-282.00**  
**ADOT TRACS No.: T0442 03D**  
**ADOT Contract No.: 2022-006.05**  
**ADOT Contract Mod. No.: 1**

Description	Program Manager	Project Manager	Environmental Planner/ Scientist - Sr.	Biologist - Sr.	Biologist	GIS Analyst/Technician - Sr.	Cultural Principal Investigator	Archaeologist - Sr.	Cultural PM	ROW Project Coordinator - Sr.	Project Manager (ROW)	Acquisition Agent - Sr.	Total
<b>Task Management</b>													
Task 1: Project Management /Coordination/ Meetings	4	8		2									14
Task 3: Biological Resources				4									4
Task 4: Cultural Resources	4	2	12			8	7	48	10				91
Task 6: Right of Way Services	4	2								41	62	184	293
<b>Total</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>7</b>	<b>48</b>	<b>10</b>	<b>41</b>	<b>62</b>	<b>184</b>	<b>402</b>

**ESTIMATE OF DIRECT EXPENSES**

Item	Unit Cost	Quantity	Cost
Meals per ADOT Travel Policy	\$49.00	8	\$392.00
Mileage per ADOT Travel Policy	\$0.650	2630	\$1,709.50
Lodging per ADOT Travel Policy	\$98.00	6	\$588.00
<b>Total</b>			<b>\$2,689.50</b>

**Expense Justification**

5 Round Trips = 510 miles; 8 hours travel  
 4 site visits (2 KO meeting; 1 Biological Survey; 1  
 Right of way) = 4 lodging; 4 meals; 2100 miles  
 includes incidental travel = 80 miles





**ARIZONA  
STATE MUSEUM**

Arizona State Museum  
C/O RII Business Center  
Marshall Building - Room 525  
845 N Park Avenue  
PO Box 210158B  
Tucson, AZ 85721

---

**Tierra Right of Way**

1575 E. River Rd., Suite 201  
Tucson, Arizona 85718

**Quote**

---

Quote No. 11546-Q1  
Date: February 13, 2025  
Valid to: April 14, 2025

**Request No.** 11546

**Company Name:** Tierra Right of Way

**Request Name:** 10th Ave. and Los Alamos Street Curve Realignment Survey

**Company Project No.** 23EC00-282.01/553.23.22

**Request Contact**

Contact Name: Trisha Rude (trude@tierra-row.com)

**Services Requested**

**Service:** Project Registration

Project Type: Non-Collection Survey  
Landownership: State County or Municipal

No. of Acres on State Land: 0  
No. of Linear Miles on State Land: 0  
No. of Calendar Days (Project Duration) on State Land: 0

**Arizona Antiquities Act Permit**

AAA Blanket Permit already issued for calendar year: TRUE

**Estimated quantities of materials to be curated at ASM**

No. of Linear Inches of documents to be curated at ASM: 1  
No. of New ASM Site Cards to be submitted: 0  
No. of ASM Site Card Updates to be submitted: 0  
No. of Digital Images to be submitted: 2

---

**Request note:**

---

Please Note: Tasks and Costs below where the Curation column is listed as "YES" will appear on Invoice 2 and the quantities listed on this quote are subject to change.

---

**Rate Based Fees**

Task Name	Curation Task	Quantity	Quantity Type	Task Time (minutes)	Rate (hourly)	Amount
Prepare Archive - Assistant	YES	1	No. of Linear Inches	18	38	\$11.40
Prepare Archive - Professional	YES	1	No. of Linear Inches	20	125	\$41.67
Prepare Documents - Assistant	YES	1	No. of Projects	20	38	\$12.67
Prepare Documents - Specialist	YES	1	No. of Projects	10	83	\$13.83
Prepare Photos - Specialist	YES	2	No. of Digital Images	18	83	\$49.80
Process Images - Professional	YES	2	No. of Digital Images	6	125	\$25.00
Project Registration: Non-collection Survey - Assistant	NO	1	No. of Projects	40	38	\$25.33
Project Registration: Non-collection Survey - Specialist	NO	1	No. of Projects	36	83	\$49.80
Review Draft Report - Specialist	NO	1	No. of Projects	120	83	\$166.00

Subtotal: \$395.50

### Unit Based Fees

Cost Description	Curation Cost	Quantity	Quantity Type	Unit Cost	Amount
Curation in perpetuity of a linear inch of documentation	YES	1	No. of Linear Inches	\$214.75	\$214.75

Subtotal: \$214.75

**Total: \$610.25**

This quote is provided in good faith based on the assumptions and information submitted via the Arizona State Museum (ASM) Request for Quote Questionnaire. This quote applies only to the specific project for which the Request for Quote was submitted. If at any time the scope of this project escalates beyond that which was outlined within the Request for Quote Questionnaire, a revised quote (Rev.) will be issued, and thereafter become binding. The rates and fees listed in this quote are valid for 60 calendar days after the date issued.

---

**From:** Lyndsie Ray <Lyndsie.Ray@pioneertitleagency.com>

**Sent:** Thursday, February 27, 2025 9:42 AM

**To:** Myrlene Francis <mfrancis@tierra-row.com>

**Cc:** Diana Laurel <Diana.Laurel@pioneertitleagency.com>

**Subject:** RE: Yuma County - Los Alamos Curve



Okay, no problem.

The fee for the report of title is \$700.

## **Lyndsie Ray**

**Yuma County Title Department Manager**

**Title Officer**

**Arizona Land Title Professional**

**Pioneer Title Agency**

**350 W. 16<sup>th</sup> Street, Suite 116**

**Yuma, AZ 85364**

**(928) 343-8043 (P)**

**Customer Service: [YumaCustomerService@ptaaz.com](mailto:YumaCustomerService@ptaaz.com)**

BAKER, PETERSON, BAKER & ASSOCIATES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS

4547 E. FT. LOWELL ROAD • SUITE 401 • TUCSON, AZ 85712

520.881.1700 • 1.800.204.1700

FAX 520.325.3108

[www.bakerpeterson.com](http://www.bakerpeterson.com)

TAX ID# 86-0286095

• *Over 50 Years of Service* •

January 29, 2025

Ms. Myrlene Francis, SR/WA  
Right of Way Manager, Tucson Division  
Tierra Right of Way Services  
1575 East River Road, Suite 201  
Tucson, Arizona 85718

RE: Proposal for an appraisal report for a residential land property, located at the 10<sup>th</sup> Avenue & Los Alamos Street Curve, San Luis, Yuma County, AZ  
Tax Parcel Numbers: 211-32-004

Dear Ms. Francis:

In accordance with your request, I am submitting a proposal for the appraisal assignment for the above referenced property. The intended use of the appraisal is to estimate the market value for a partial acquisition from the subject property. The intended users are Tierra right of Way, as agent for the City of San Luis.

This assignments will be prepared in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.

The total fee for the appraisal report would be \$4,000. The appraisal assignment would be completed on or before 45 days from the date of authorization to proceed with the assignment. The time of completion is based on our current workload and assumes no delays in receiving third party information needed to complete the assignment. Three copies of each report will be delivered to the client or the client's designated representatives.

Ms. Myrlene Francis, SR/WA  
Right of Way Manager, Tucson Division  
Tierra Right of Way Services  
Page 2

We will proceed with the preparation of this appraisal assignments upon receipt of a signed copy of this letter. If you have any questions, please call me at Extension 19.

Respectfully submitted,



Thomas A. Baker, MAI, SRA  
Certified General Real Estate Appraiser  
Certificate Number 30139  
Designated Supervisory Appraiser  
Registration Number DS0007

Authorization to Proceed: \_\_\_\_\_ Date: \_\_\_\_\_  
Ms. Myrlene Francis, Right of Way Manager, Tucson Division

*Tax Code Nos.:* 211-32-004  
*Location:* 10th Ave & Los Alamos St Curve, San Luis,  
Yuma County  
*Fee:* \$4,000 for an appraisal report  
*Completion:* 45 days from date of authorization to proceed

**YOU MAY RETURN BY FACSIMILE OR EMAIL TO:**

**BAKER, PETERSON, BAKER & ASSOCIATES, INC.**  
FAX: (520) 325-3108  
[tbaker@bakerpeterson.com](mailto:tbaker@bakerpeterson.com)

**PAUL HENDRICKS REAL ESTATE APPRAISAL & COUNSELING**

Appraisal Service, Litigation Support, Counseling

Voice & Fax (520) 325-6512

Email [paulhendricksmai@gmail.com](mailto:paulhendricksmai@gmail.com)

---

January 30, 2025

Myrlene Francis, Project Manager  
Tierra Right of Way Services, Ltd.

Re: 10<sup>th</sup> Av & Los Alamos Curve, Yuma County

Myrlene:

The following is response to your request for appraisal review bid for the above referenced property. The scope would include (phase I):

- Review of the appraisal,
- Drive by site visit of subject property
- Drive by visit of comparables used if within 20 miles of subject property and 2-wheel drive accessible (view by available aerial mapping if outside of this area),
- Confirmation of comparable property sale/lease information
- Discussion with appraiser for correction/modification of report, if necessary, and
- Written review report to USPAP Standard 3, Appraisal Review, Development and Standard 4, Appraisal Review, Reporting and 49 CFR Part 24 (24.104).

The review assignment includes concurring with the appraisal opinion of value or, if necessary, development of an independent opinion of value for the property under review (phase II).

The fee for appraisal review of this property is \$2,650.

If unable to concur with appraised value, I would enter into agreement with you at that time for development of my own independent value analysis (phase II).

Thank you for the opportunity to be of service. Please call if you'd like to further discuss the appraisal assignment.

Sincerely,

Paul D. Hendricks, MAI

January 31, 2025  
Proposal No.13TUC03-00377

Ms. Myrlene Francis  
Assistant Director, Arizona Right of Way  
Tierra Right of Way Services, Ltd.  
1575 East River Road, Suite 201  
Tucson, Arizona 85718

Subject: Proposal to Perform a Phase I Environmental Site Assessment  
10<sup>th</sup> Avenue and Los Alamos Road Realignment  
San Luis, Arizona

Dear Ms. Francis:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform a Phase I Environmental Site Assessment (ESA). The project area is comprised of portions of a parcel located along both sides of 10<sup>th</sup> Avenue, in San Luis, Arizona (*the Project Area*). The land acquisition (*the Site*) is known as a portion of the Yuma County Assessor's Parcel Number 211-32-004. Based on information provided by Tierra Right of Way Services (*the Client*), Ninyo & Moore understands the purpose of this Phase I ESA is to assess a length of approximately 750 feet and a width of approximately 75 feet from the centerline of each side of 10<sup>th</sup> Avenue for right-of-way (ROW) for realignment of the roadway, on behalf of Yuma County.

## **SCOPE OF SERVICES**

The proposed scope of services will be to complete a Phase I ESA report for the contiguous property on both sides of the existing roadway alignment identified above. The scope of services for the Phase I ESA will be consistent with the ASTM International (ASTM) Standard Practice E1527-21, and the United States Environmental Protection Agency All Appropriate Inquiry rule. The scope of services for the Phase I ESA report will include the following:

- Reviewing lease, title and lien records for the Site, if provided by the Client, to evaluate probable past Site uses and their possible impact on the current environmental status of the Site. The Client is requested to provide a recent title and lien report for the property, if available. Alternatively, Ninyo & Moore can obtain these items at an additional fee at the request of the Client.

- Reviewing readily available maps and environmental reports pertaining to the Site, as provided by the Client. The Client is requested to provide copies of documents in its possession.
- Conducting an interview with a Site representative regarding the environmental status of the Site. In accordance with the ASTM E1527-21 standard, Site-specific information is requested from the user of the report in the form of a customized questionnaire or an interview with a designated representative, at the Client's discretion.
- Performing a Site reconnaissance to document potential hazardous materials handling, storage, and disposal practices. In addition, the Site reconnaissance will document areas of potentially contaminated surficial soil or surface water, possible sources of polychlorinated biphenyls, underground and aboveground storage tanks, and possible sources of contamination from activities at the Site and adjacent properties. Features will be shown on a Site map to be included in the report.
- Reviewing federal, state, and local regulatory agency databases for the Site and for adjoining properties. The purpose of this review is to evaluate the possible environmental impact to the Site from current or historical on- and off-Site activities. Databases will identify locations of known hazardous waste sites, landfills, leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store, or dispose of hazardous materials.
- Reviewing reasonably ascertainable local regulatory agency files for the Site and adjacent properties. Requests will be made to County Environmental Health Departments and other agencies, as appropriate. Reviewing reasonably ascertainable historical documents, including aerial photographs and topographic maps, as appropriate.
- Performing a preliminary vapor encroachment screening to evaluate the potential for vapor encroachment conditions.
- Preparing a Phase I ESA report documenting findings and providing opinions regarding possible environmental impacts at the Site.

Unless requested by Tierra Right of Way Services, Ninyo & Moore will not obtain a historical title report or environmental lien search reports for these Phase I ESAs. Ninyo & Moore also will not address interpretations of zoning regulations, building code requirements, or property title issues.

## **ASSUMPTIONS**

The following conditions will apply to the performance of the scope of services described herein:

- Tierra Right of Way Services will be responsible for providing access to the Sites for Phase I ESA. Access within each parcel will not include structure interiors unless specifically identified, in advance, as part of ROW acquisition.

- In accordance with the ASTM standard, the following, which is not intended to be all inclusive, represents non-scope considerations with respect to Phase I ESAs and, therefore, will not be addressed: asbestos-containing materials, biological agents, cultural and historic resources, ecological resources, health and safety, indoor air quality unrelated to hazardous substances or petroleum products, industrial hygiene, radon, lead-based paint, lead in drinking water, mold, wetlands, and regulatory compliance. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.
- Any use of, or reliance upon, the information, assessments, or conclusions contained in the Phase I ESA reports for purposes other than environmental assessment shall be at the sole liability of the party undertaking such use.

## SCHEDULE

Our fieldwork can be scheduled within three weeks of your authorization-to-proceed. Our reports can be completed within approximately five weeks, assuming agency requests and user and background interviews/questionnaires can be completed and returned within that time frame.

## FEE

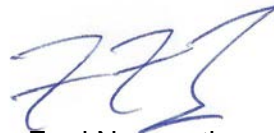
Ninyo & Moore's fee for the Phase I ESA scope of services described herein is a lump sum of \$3,900 (Three Thousand Nine Hundred Dollars). The proposed fee is based on the scope of services presented above and Ninyo & Moore's understanding of the existing Site conditions. The fee does not include costs that may arise due to unforeseen or unfavorable conditions or for post-report consultations. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Mark J. Guatney, PE, CHMM  
Principal Engineer/  
Environmental Operations Manager



Fred Narcaroti  
Principal/Tucson Office Manager

MJG/FFN/acc

Attachment: Work Authorization and Agreement

## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

**NINYO & MOORE**  
3970 S. Evans Boulevard  
Tucson, Arizona 85714

PROPOSAL NO. **13TUC03-00377**

1. PROJECT ADDRESS: **10th Avenue and Los Alamos Road Realignment San Luis, Arizona**
2. PROJECT DESCRIPTION: **Proposal to Perform a Phase I Environmental Site Assessment**
3. SCOPE OF STUDY: **Please refer to proposal dated January 31, 2025.**
4. FEE: **\$3,900 (Three Thousand Nine Hundred Dollars – Lump Sum)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Tierra Right of Way Services, Ltd.** PHONE: **(520) 319-2106**  
**1575 East River Road, Suite 201 Tucson, Arizona 85718**
- CONTACT: **Ms. Myrlene Francis** PHONE: **(520) 319-2106**
7. STATEMENT TO BE SENT TO: **Client**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Tierra Right of Way Services, Ltd.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **13TUC03-00377** dated **January 31, 2025**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

## STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental sciences profession practicing contemporaneously under similar conditions in the locality of the project. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liabilities on a particular site. Therefore, CONSULTANT cannot act as an insurer and cannot "certify" that a site is free of environmental contamination. Under no circumstance is any warranty, express or implied, made in connection with the providing of environmental sciences consulting services.

## SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## CONTAMINATED MATERIALS

In performing environmental, hydrologic, or hydrogeologic services, CONSULTANT may excavate or otherwise come in contact with hazardous materials. CLIENT represents that CLIENT has informed CONSULTANT of the presence of any known hazardous materials.

CLIENT recognizes that a project site containing hazardous materials may not perform as anticipated by CLIENT, even though CONSULTANT's services are performed with currently acceptable levels of care and skill. Further, CLIENT acknowledges that, while necessary for site exploration, commonly used exploration methods such as drilling borings and excavating trenches involve an inherent risk. For example, exploration on a project site containing contaminated materials may result in inducing cross-contamination and/or other negative effects.

Unanticipated hazardous materials may be encountered in an area where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs arising out of the discovery of hazardous materials.

CONSULTANT agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event that the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense cost for injury or loss arising from CONSULTANT's discovery of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of development projects and any cost associated with possible reduction of the property's value.

CLIENT will be solely responsible for the ultimate disposal of any materials secured by CONSULTANT which are found to be contaminated. Such materials include, but are not limited to, drilling mud, soil, groundwater, and other materials removed from excavations. Contaminated materials will be placed in suitable storage containers, labeled, and left on site.

## SAMPLE DISPOSAL

CONSULTANT will dispose of soil, rock, and water samples collected for analyses approximately thirty (30) days after the laboratory analysis report date. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will

immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party defendant. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses

## GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
**Printed Name of Client or Authorized Agent**

\_\_\_\_\_  
**Signature of Client or Authorized Agent**



\_\_\_\_\_  
**Fred Narcaroti Principal/Tucson Office Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
1/31/2025  
**Date**

**PM: MJG**



# ARIZONA DEPARTMENT OF TRANSPORTATION

## PROFESSIONAL SERVICES

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### Intended Participation Affidavit – Summary

Contract No.: 2022.006.05 TRACS No.: T0442 03D Mod No.: 14 Task No.: 13  
 Consultant Name: EPS Group AZ UTRACS Registration No.: 10354  
 DBE Liaison Name: Greg Froehlich Contact Phone Number: (480) 503-2250  
 Contract or Task Amount: \$ 358,913.00 Contract DBE Goal %: 11.94

*Note: Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order.*

A DBE Firm Name	B Vendor Type	C Work Description	D Total Contract/ Task Amount	E Adjustments	F Total Amount Toward DBE Goal	G DBE Performing at Least 30%? Y/N
ACS	Subcons <input type="button" value="v"/>	Hazardous Materials Report (PISA)	\$ 4,799.43	\$ 0.00	\$ 4,799.43	YES
Ethos	Subcons <input type="button" value="v"/>	Geotechnical and Structural Engineering	\$ 12,665.27	\$ 947.82	\$ 11,717.45	YES <input type="button" value="v"/>
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 16,516.88	
<b>(H) Total Amount Toward DBE Goal</b>					\$ 16,516.88	
<b>(I) Total % of DBE Commitment</b>					4.60%	
<b>(J) Contract DBE Goal %</b>					11.94	

By signature below, the undersigned agrees that formal agreements/subcontracts with the listed DBE firms will occur for the work cited herein should this contract be awarded.

James Beier \_\_\_\_\_  
 (Name of Principal/Officer)

Project Manager \_\_\_\_\_  
 (Title)

James Beier Digitally signed by James Beier  
DN: C=US, E=james.beier@epsgroupinc.com, O="EPS Group, Inc.",  
CN=James Beier  
Date: 2023.05.13 11:42:00-0700 \_\_\_\_\_  
 (Principal/Officer Signature)

05/13/2025 \_\_\_\_\_  
 (Date)



# ARIZONA DEPARTMENT OF TRANSPORTATION

## PROFESSIONAL SERVICES

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### Intended Participation Affidavit

Refer to instructions  
on Page 2

Prime Contractor: EPS Group Project Name: 10th Ave & Los Alamos St Curve Reali

Contract No.: 2022-006.05 TRACS No.: T0442 03D Mod No.: \_\_\_\_\_ Task No.: \_\_\_\_\_

DBE Firm Name: ACS Services LLC AZ UTRACS Registration No.: 10041

Type of Firm:  Consultant  Subconsultant  Lower-tier Subconsultant  Vendor  Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541620	Environmental consulting services	\$ 4,799.43	\$ 0.00	\$ 4,799.43
				\$ 0.00
				\$ 0.00
				\$ 0.00
<b>Total Amount Toward DBE Goal:</b>				<b>\$ 4,799.43</b>

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: \_\_\_\_\_ Fees/Commissions Assessed on Award: \_\_\_\_\_

3. The undersigned will **sublet** and/or award \$ 0.00 of work bid to a **non-DBE firm**.

Firm Name(s): \_\_\_\_\_

4. The undersigned will **sublet** and/or award \$ 0.00 of work to another **certified DBE firm**. (Attach signed DBE affidavit.)

Firm Name(s): \_\_\_\_\_

#### Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Andrew Jamrogiewicz, Engineering Dept. Mgr. confirm that ACS Services LLC  
(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 4,799.43  
(Total Amount Toward DBE Goal)

Andrew Jamrogiewicz  
Digitally signed by Andrew Jamrogiewicz  
DN: cn=Andrew Jamrogiewicz, o=ACS Services LLC, ou, email=andy@acs1servicesllc.com, c=US  
Date: 2023.10.08 16:37:03 -0700  
(Authorized DBE firm officer, Signature)

10/08/2023  
(Date)



# ARIZONA DEPARTMENT OF TRANSPORTATION PROFESSIONAL SERVICES

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### Intended Participation Affidavit

Refer to instructions  
on Page 2

Prime Contractor: EPS Group, Inc. Project Name: 10th Ave & Los Alamos Curve Realignment  
 Contract No.: 2022-006.05 TRACS No.: T0442 03D Mod No.: \_\_\_\_\_ Task No.: \_\_\_\_\_  
 DBE Firm Name: Ethos Engineering, LLC AZ UTRACS Registration No.: 10363  
 Type of Firm:  Consultant  Subconsultant  Lower-tier Subconsultant  Vendor  Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541330	Engineering Services	\$12,665.27	\$947.82	\$11,717.45
				\$ 0.00
				\$ 0.00
				\$ 0.00
<b>Total Amount Toward DBE Goal:</b>				<b>\$11,717.45</b>

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: \_\_\_\_\_ Fees/Commissions Assessed on Award: \_\_\_\_\_

3. The undersigned will sublet and/or award \$947.82 of work bid to a **non-DBE firm**.

Firm Name(s): Quail Construction

4. The undersigned will sublet and/or award \$4,311.17 of work to another **certified DBE firm**. (Attach signed DBE affidavit.)

Firm Name(s): ACS Services, LLC

**Confirmation of Participation**

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Francisco J. Garza, Principal confirm that Ethos Engineering, LLC  
 (Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe a bove for a DBE credit of \$11,717.45

Francisco J. Garza  
 (Authorized DBE firm officer, Signature)

(Total Amount Toward DBE Goal)  
9/29/2023  
 (Date)



PROFESSIONAL SERVICES
(Planning / Research)
CERTIFICATION OF GOOD FAITH EFFORTS

Refer to
Instructions on
Page 5

General

Submit completed GFE Form (pages 1 - 4 only) with backup documentation, if any

Complete all sections of the form and include all back-up documentation. Incomplete forms will be returned unprocessed. For the purpose of this form, project specific contracts shall be evaluated on a contract basis and on-call contracts will be evaluated on a task order by task order basis. For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order. If the information does not relate to the task order in review, this GFE will be denied. ADOT BECO reserves the right to request further documentation from the Consultant/Subconsultant(s) to support and validate actions undertaken to secure DBE participation to meet the DBE goal for this contract/task order.

Attestation

I, (Name) James Beier, do hereby acknowledge that I am the (Title) Project Manager of (Name of Firm) EPS Group and the Consultant selected for the ADOT project listed below:

Table with 8 columns: Contract No., Mod No., Task Order No., TRACS No., Project Name, Total Contract/Task Amount, DBE Percentage (Contract Goal %, Committed Goal %). Row 1: 2022-006.05, 14, 13, T0442 03D, 10th Ave and Los Alamos St Curve, \$ 358,913.00, 11.94, 4.60

\* Total Contract/Task Amount must include any previous amounts of the Contract or Task Order.

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

Most of the work on this contract is being done by the prime consultant and a sub-consultant that is not a DBE. We have subcontracted work to three sub-consultants for environmental, geotechnical, and right-of-way services. Two of the three sub-consultants are DBE firms. The sub-consultant that is not a DBE has a larger percentage of the scope of work than the two DBE sub-consultants.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/task order in accordance with Section 14.0 of the DBE Contract Specifications by my responses to the following:

GFE Activities

1. Contacting BECO For Assistance

Date contacted: 05/13/2025 BECO Staff contacted: Barrissa Gardner

Prime Contact Name: James Beier Phone Number: (520) 408-1402

Brief summary of discussion and resolution:

I spoke with Barissa and explained we have three sub-consultants on the team, but only two of sub-consultants are DBE firms. A majority of the work is being done by the prime consultant and a sub-consultant that is not a DBE.

Was a DBE Supportive Services Solicitation Request submitted? [ ] Yes [x] No Submission Date

3. Complete the following table to identify DBE Firms Contacted, tasks, outreach and activities, and assistance offered. (Please use additional copies for more than 3 DBE firms Contacted)

DBE Firm Information	Dates Contacted	Describe Activity / Outreach / How the DBE was provided with access to project information.	Which Scoped Tasks/Items Referenced in Activity/Outreach	Outcome(s)*	Provide Justification / Sound Reason / Explanation for Outcome	Assistance Offered
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						

\*If negotiating in good faith with interested DBEs results in selecting a non-DBE over a DBE, attach copies of both firm's quotes.

4. Explain how scoped tasks / items were broken down into economically feasible units to facilitate DBE participation:

--	--	--

5. Minority/Women Community Organizations: Identify minority/women community organizations used for providing assistance in the recruitment and placement of DBEs.

Organization Name	Contact Person	Assistance Requested

6. Other comments or information you want ADOT BECO to consider as part of your good faith effort.

--	--	--

**Affidavit**

The undersigned, (Name) James Beier, an authorized signatory of (Firm Name) EPS Group attests and declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that the information provided on this certificate is true and correct to the best of my knowledge and belief.

Signature James Beier

Digitally signed by James Beier  
DN: C=US, E=james.beier@epsgruoinc.com, O="EPS Group, Inc.", CN=James Beier  
Date: 2025.05.13 11:54:24-0700

Date 05/13/2025

**ADOT BECO INTERNAL USE ONLY**

Date Received \_\_\_\_\_

Received by \_\_\_\_\_

Date of Action \_\_\_\_\_

Signature \_\_\_\_\_

Check one:  Approved  Denied

Comments:



Remit to:  
 Arizona Department of Transportation  
 206 S 17TH AVE  
 MAILDROP 203B  
 Local Agency  
 PHOENIX AZ 85007

Bill to:  
 San Luis, City Of  
 PO Box 1170  
 San Luis AZ 85349

Customer Name		<b>INVOICE</b>
San Luis, City Of		
Customer Number	Invoice Number	Invoice Date
DT0083	LA2025000185	06-27-25
	ARDept/BPRO	Due Date
	DTA:LA010	07-27-25
	Amount Due	Amount Enclosed
	\$63,494.00	

Please check if address has changed. Write correct address on back of stub and attach with payment

Payment Method: Check  Money Order

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
DT0083	06-27-25	07-27-25
Customer Name	Invoice Number	Invoice Date
San Luis, City Of	LA2025000185	06-27-25

**Invoice Charges**

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	IGA 23-0009169-I T044203D- Invoice for additional funds needs for contract mod	06-27-25				\$63,494.00
<b>Total Invoice Charges</b>						\$63,494.00

**Other Charges**

Description	Date	Charges
<b>Total Other Charges</b>		

<b>Credit Payments Applied</b>	\$0.00
<b>Total Amount Due</b>	\$63,494.00

**Additional Notes:**

**Instructions**

Please contact our office for payment and billing questions.

Contact: LA - AR (602) 712-7534 accountsreceivable@azdot.gov



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. D.

**Meeting Date:** 07/30/2025

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

**Submitted By:** Nigel Reynoso, Chief of Police, Police Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Services, LLC. for traffic control needs. **(Nigel Reynoso, Chief of Police)**

#### SUMMARY:

The San Luis Police Department ("SLPD") is requesting approval to renew and enter into an agreement with Precision Protective Services (PPS), LLC., to assist with traffic control needs. As you are aware, the city is undergoing several road construction projects, which will continue to affect high-traffic areas. The SLPD would like the flexibility to schedule traffic control services as needed based on the areas and amount of traffic throughout the fiscal year. The SLPD will assign the staff from PPS to areas with high-traffic problems to help free up Transit Enforcement and Patrol Officers for regular patrol and enforcement duties. PPS has collaborated with SLPD and other city departments and has a good understanding of the community's needs.

A total of \$85,000.00 has been approved for the Fiscal Year 2025-2026 to fund such service. The term of the contract shall commence on the day of effectiveness, which is the date signed by all parties to the contract if approved, and shall continue through June 30, 2026, or until the allocated funds are depleted, whichever occurs first.

PPS provided a quote for service of \$23.50 per hour per person, excluding vehicle costs. Quail provided a quote for service of \$75.00 per person and vehicle, with no deviation from their contract. We were unable to obtain any additional quotes, as no other company can provide the service with the same level of flexibility required by the police department. The department has designated a vehicle for PPS to provide the necessary services, making PPS feasible and affordable.

The Police Department, on behalf of the entire City of San Luis, is requesting that the Mayor and City Council approve the contract due to the ongoing needs and time constraints that continue to be placed on first responders, Public Works, and the entire community. Going out to bid and knowing that the cost of the only other local option for this service is more than double would be futile. The City Code authorizes the council to waive formal purchasing procedures under Section CC 3.05.010(F).

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE RENEWAL OF THE CONTRACT WITH PRECISION PROTECTIVE SERVICES FOR TRAFFIC CONTROL SERVICES DURING FISCAL YEAR 2025-2026, NOT TO EXCEED THE BUDGETED DOLLAR AMOUNT OF \$85,000.00, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE JUSTIFICATION PRESENTED.**

---

### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$85,000.00  
**BUDGETED AMOUNT:** \$85,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Contractual Services/  
100-181-80000/\$85,000.00

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

This item was budgeted for FY25/26. Funds are available in account 100-181-80000.

---

### Attachments

PPS - SLPD Contract Agreement  
Precision Protective Service\_Quote  
Quail\_Quote

---

# Precision Protective Services, LLC

## Business Contract | City of San Luis

---

City of San Luis, San Luis, AZ

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between Precision Protective Services, LLC., an Arizona Limited Liability Company, 1314 S 4th Ave., Yuma, AZ 85364 (“PPS”) and the City of San Luis, Arizona, an Arizona Municipal Corporation, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona 85349 (the “City”), with both being referred to singularly as “Party” and collectively as “Parties”, on the terms and for the consideration as set forth below.

**WHEREAS, The City desires to obtain private security guards to conduct traffic control within the City; and**

**WHEREAS, PPS is desirous to provide traffic control services and represents that they have expertise and are qualified to provide such services as described in this Agreement. NOW THEREFORE, in consideration of the mutual promise and obligations set forth herein, the parties hereto agree as follows:**

### **I. Length of Contract**

The term of the contract shall be from the day of effectiveness, which is the date signed by all parties on the contract and ends through the period of June 30, 2026, or until the allocated funds are depleted if that occurs before June 30, 2026. This agreement can be canceled, without penalty, by either Party by providing the other Party a written thirty (30) day notice.

### **II. Services Contracted**

- a) PPS shall supply unarmed guards properly licensed by the State of Arizona for performing the duties of traffic control for the City.
- b) The City shall determine on a weekly basis the total number of guards needed for a particular week and PPS agrees to supply said guards up to a maximum of five (5).
- c) The hours of day for traffic control (eight hours per day per guard) are to be determined by City.

### **III. Terms**

- a) The hourly rate for a guard is \$23.50 (twenty-three dollars and fifty cents).
- b) No guard shall be required to work more than 40 (forty) hours per week for five, eight-hour days per week, excluding break periods.
- c) Any additional hours requested will be charged at \$23.50/hr.
  - i. PPS will not charge additional hourly fees for holiday pay.
  - ii. PPS will bill monthly based on the hours worked the previous month.
  - iii. The City maintains the right to reduce hours worked with no penalty for said reduction.
  - iv. PPS will provide \$3 million (three million) dollar liability insurance as described in Section five.

### **IV. Contingencies & Equipment**

- a) The City shall provide PPS equipment including the following for performing daily duties (as loaned equipment)
  - i. Vehicle

- ii. Radio for communication with Police Department in case of emergency
  - iii. Traffic cones
  - iv. Any necessary barricades/signage for traffic control and route guidance
  - v. Safety helmets
- b) PPS shall provide the following equipment for duty:
- i. Traffic Wands
  - ii. Vests

**V. INDEMNIFICATION; HOLD HARMLESS**

Attorney releases and shall defend, indemnify, and hold harmless the City of San Luis and its officials, officers, employees and agents from and against all claims, cost liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees and expert fees) arising directly out of or in connection with: (i) Any fault, negligence, strict liability, or product liability of Attorney in connection with the Services of this Agreement; (ii) Any lien asserted upon any property of the City of San Luis in connection with the Services or this Agreement; (iii) Any failure of Attorney to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement, now or hereafter in effect, of any governmental authority; or Any breach of or default under this Agreement by Attorney. As permitted by applicable law, this shall apply. However, this shall not require PPS to indemnify the City of San Luis against any liability for damages arising out of bodily injury or property damages caused by or resulting from the negligence of the City of San Luis.

Further, in the case of concurrent negligence of PPS on the one hand and the City on the other, PPS shall be required to indemnify the City only to the extent of the negligence of Attorney. PPS releases and shall defend, indemnify, and hold harmless the City from and against all claims, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees and experts' fees).

**VI. Insurance**

Worker's Compensation and Employer's Liability Coverage: Coverage or insurance in accordance with the applicable laws related to worker's compensation and employer's liability insurance with limits no less than the statutory minimum for the Contractor's employee or employees, if any.

PPS shall procure and maintain during the life of this Agreement (including any extensions) and during the performance of these services, Commercial General Liability Insurance, to protect the City and the Attorney from and against all claims, damages, losses, and expenses arising out or resulting from the performance of these services, as detailed herein-with insurance companies or through sources approved by the City.

The commercial general liability insurance shall include the City and its officers, officials, employees and agents as an Additional Named Insured on a Primary Basis. All insurance policies shall be endorsed to provide that no policy shall be canceled, changed, or reduced in coverage for the duration of this Agreement, including extension, until after thirty (30) days prior written notice has been delivered to the City through certified mail.

A Certificate of Insurance, Including the Additional Named Insured Endorsement for the primary commercial general liability insurance policy, shall be filed with the City Attorney within thirty (30) days of the effective date of this Agreement. This Certificate shall be subject to approval by the City as to company, terms, and coverage. Failure of PPS to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract. It shall be cause for immediate termination of the Agreement and any and all

obligations regarding the same.

Insurance shall provide, at a minimum, the types of insurance coverage, liability limits, and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect PPS and the City from claims for damages of bodily injury, including death resulting therefrom, and claims for property damage, which may arise from operations under this Agreement or by anyone directly employed by PPS. It is understood that it is PPS's obligation to enforce the requirements of this section in respect to any of their employees assisting with the work of this Agreement.

Liability Limits: General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000.00 combined single limits per occurrence and \$2,000,000.00 in aggregate. Professional Liability Insurance, including Errors and Omissions, shall be written with limits in no case less than \$1,000,000.00; Automobile Insurance shall be at the level, at least the minimum required by law.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Attorney's responsibility for payment of damages resulting from operations under this Agreement. The coverage provided by General Liability insurance are primary to any insurance the City maintains. The City shall be named as Primary Additional Insured for General Liability and Automobile Liability.

There shall be included in the general liability insurance contractual coverage sufficiently broad to insure the provisions of that section herein entitled "Hold Harmless Clause."

Failure to comply with provisions contained herein shall not waive PPS's responsibility to provide the required protection. Approval of the insurance by the City shall not relieve or decrease Attorney's liability for any damages arising from their performance of the Work.

#### **VII. Guard Duty for Traffic Control**

Under the direct supervision of the Police Department, guide or control pedestrian traffic at such places as may be directed by City including streets, schools, and special events sites. PPS shall monitor traffic flow, direct or stop traffic so as to allow pedestrians to cross streets, and do such other tasks as may be needed to maintain a safe flow of traffic.

#### **VIII. Essential Duties and Responsibilities**

- a) Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents.
- b) Recognize motor vehicle traffic patterns and safely enlarge traffic gaps and maintain safe vehicular traffic flows.
- c) Recognize and mitigate against potentially dangerous traffic situations and hazards.
- d) Work independently and with minimum supervision.
- e) Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow.
- f) Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals.
- g) Help verbally direct pedestrians across walking lanes by stopping traffic flow.
- h) Monitor and report traffic infractions to the police department.

#### **IX. Force Majure**

Neither Party shall be liable to the other or deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason or force majeure, as determined by the City. The term "force majeure" means an occurrence beyond the control of the affected Party and not avoidable by reasonable diligence. Force majeure includes acts of

God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party shall provide written notification to the other within 48 hours. When the delay ceases, the Party affected shall provide written notice to the other Party. The Contract completion time may be extended by modification for a period equal to that delay caused under this condition. The City reserves the right to cancel the Contract or procure services from the best available source during force majeure, and the Contractor shall have no recourse against the City.

**X. General Provisions.**

- A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by PPS or City of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.
- B. Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.
- C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed 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. PPS shall provide the original, wet ink signature page of this agreement to the City of San Luis Clerks Office for recording.
- D. Certifications. PPS certifies its compliance with the applicable requirements of A.R.S. §§35-393 and 35-394.
- E. 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 any of the provisions hereof.
- F. Further Acts. Each of the parties hereto 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 contract.
- G. Time of the Essence. Time is of the essence of this contract.
- H. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall create any partnership, joint venture or other similar arrangement between PPS or City. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- I. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements,

representations, and understandings of the parties, oral or written, are hereby superseded and merged herein.

- J. Amendment. No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.
- K. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.
- L. Reformation. Should any term, provision, covenant or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.
- M. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that 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.
- N. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- O. No Personal Liability. No member, official or employee of the City shall be personally liable to PPS, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to PPS or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.
- P. Employment Eligibility. PPS hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of FPA and any contractor or subcontractor employee of FPA to ensure that FPA and any of its contractors or subcontractors are compliant with this warranty.
- Q. Compliance with Law. PPS agrees that it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations.
- R. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.
- S. Business License. PSS shall obtain and maintain a City of San Luis Business License during the term of this Agreement.

- T. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.
- U. Survival. All representations and warranties of PPS, PPS's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Agreement.

In witness whereof, the City of San Luis, Arizona and Precision Protective Services, L.L.C., an Arizona limited liability company, have caused this agreement to be signed and executed on the \_\_\_\_ day of 2025.

Precision Protective Services L.L.C.

City of San Luis, Arizona

By: \_\_\_\_\_  
Manager

\_\_\_\_\_  
Nieves Riedel, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sonia Cornelio, Clerk

\_\_\_\_\_  
Kay Macuil, City Attorney

# Precision Protection Services, LLC

Business Contract | City of San Luis

---

City of San Luis, Yuma AZ

## I. Constituents

This business contract is between Precision Protective Security Services, LLC. And the City of San Luis

## II. Length of Contract

The term of the contract shall be from the day of effectiveness, which is the date signed by all parties on the contract and ends through the period of June 30, 2026. Service will be as needed based on the request from the San Luis Police Department. This agreement can be canceled, without penalty, by either Party by providing the other Party a written thirty (30) day notice.

## III. Services Contracted

- a) One unarmed licensed guard through the state of Arizona performing the duties of traffic control for the city of San Luis, Arizona
- b) The hours of the traffic control (eight hours per day) is to be determined by the City of San Luis's business needs

## IV. Pricing

The hourly rate for an unarmed guard is \$23.50 (twenty-three dollars and fifty cents). The monthly rate is contingent upon the number of calendar days in each month and a breakdown is provided below.

- a) This contract price is fixed at 40 (forty) hours per week at five, eight hour days per week
  - a. Any additional hours requested outside the contract agreement will be charged at \$23.50/hr.
    - i. Precision Protective Security Services, LLC will not charge additional hourly fees for holiday pay
    - ii. Payment periodicity is monthly and is in US dollars
    - iii. No penalty for hour reduction
    - iv. \$10 million (ten-million) dollar liability insurance included

#### IV. Contingencies & Equipment

- a) The City shall provide to Precision Security equipment including the following for performing daily duties (as loaned equipment)
  - a Vehicle
  - b Radio for Communication with Police Department in case of emergency
  - c Cones
  - d Any necessary barricades/signage for traffic control and route guidance
  - e Safety helmet
- b) Precision shall provide the following equipment for duty:
  - a Traffic Wands
  - b Vests

#### V. Guard Duty for Traffic Control

Under the direct supervision of the Police Department Lieutenant, guide or control pedestrian traffic at such places as streets, schools, and special events sites. Monitor traffic flow to locate safe gaps through which pedestrians can cross streets. Monitor access or flow of people to prevent problems.

##### I. ESSENTIAL DUTIES AND RESPONSIBILITIES

- a. Observe vehicle and pedestrian traffic and ensure proper safety measures are taken to mitigate incidents
- b. Recognize natural gaps in motor vehicle traffic patterns and safely enlarging traffic gaps
- c. Recognize and communicate potentially dangerous traffic situations and hazards in environment
- d. Work independently and with minimum supervision
- e. Choose appropriate times to direct traffic flow, stop traffic flow, and redirect traffic flow
- f. Stand in Roadway with proper PPE to navigate traffic using clearly understood hand signals
- g. Help verbally direct pedestrians across walking lanes by stopping traffic flow
- h. Monitor and report traffic infractions to police department

#### V. Agreement

If you understand and agree to the terms of the contract above, please sign and date below:

x \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
(COSL REPRESENTATIVE) (SIGNATURE) (DATE)

x \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
(PRECISION CEO) (SIGNATURE) (DATE)



# Quail Construction LLC

2991 S Ave 4E  
 Yuma, AZ 85365  
 928-314-1212

## QUOTATION

Quote Date	Quote ID
06/27/2025	Traffic

Valid Through: 08/29/2025

AZROC: 331707

### City of San Luis

Nigel Reynoso  
 P.O. Box 7740  
 San Luis, AZ 85349  
 Phone: 928-341-2420

### Job Location:

Hwy 95 & Juan Sanchez Blvd  
 San Luis  
 Quote Created By: Santos Vega

Email: nreynoso@sanluisaz.gov

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 man / 1 truck	\$75.00	Per Hour	1	1	1	\$75.00
1 man / 1 truck - OT	\$120.00	Per Hour	1	1	1	\$100.00

Note: The \* indicates taxable items.

\*\*Traffic control quote is based on an hourly rate for regular time & over time. Which includes (100) traffic cones to block intersections & driveways as needed.

\*\*Over time rate applies after (8) hours of every shift.

**Scope:** All rental periods are based on calendar days.  
 Rental periods are defined as: Day = 24 Hours, Week = 7 Days, Month = 28 Days.  
 Hourly labor is charged port to port from branch location to job site.

**Excluded:** Any Applicable Sales Tax

**Add'l Terms:** This quote is valid for 90 days.  
 A 3% transaction fee will apply to all credit card payments.

\_\_\_\_\_  
 Santos Vega  
 Quail Construction LLC  
 Date 06/27/2025

Visit Our Website at [quailcorp.com](http://quailcorp.com)

Accepted By: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. E.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Order

---

#### ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-06. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Lease Agreement between the City of San Luis and Greater Yuma Port Authority, Inc. (GYPA) for the lease of the building at 788 East B Street, San Luis, Arizona. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

##### Background

The Greater Yuma Port Authority (the "GYPA") is an Arizona non-profit corporation whose members are the City of San Luis, the City of Yuma, the County of Yuma, and the Cocopah Tribe. GYPA desires to lease the newly renovated City building located at 788 East B Street, San Luis, Arizona ("B St. building") as its main office. The B St. building is currently occupied by one non-profit company, utilizing only approximately eighty-five (85) square feet of the building's sixteen hundred (1,600) square feet of space. The income generated through leasing this unused space will cover a significant portion of the cost of the recent remodel of the building.

##### General Agreement Terms

This lease agreement will be for a term of five (5) years and may only be renewed upon execution of a subsequent written lease agreement. The total income generated through this agreement over the term will be seventy-five thousand U.S. dollars (\$75,000), which GYPA may be pay in a lump sum in advance.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-06 AND THE LEASE WITH GYPA AS ATTACHED TO THIS AGENDA ITEM.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$75,000.00
<b>BUDGETED AMOUNT:</b>	YES
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	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):**

This Intergovernmental Lease Agreement will generate \$75,000.00 over its five-year term as follows:

1st Year: \$0.44 per sq. ft. per month plus \$5,000 deposit.

2nd Year:\$0.575 per sq. ft. per month

3rd Year:\$0.79 per sq. ft. per month

4th Year: \$0.89 per sq. ft. per month

5th Year: \$0.95 per sq. ft. per month

---

**Attachments**

Order No. 2025-06

---



*Order*  
No. 2025-06

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE CITY OF SAN LUIS AND GREATER YUMA PORT AUTHORITY, INC. FOR THE LEASE OF THE BUILDING AT 788 EAST B STREET, SAN LUIS, ARIZONA.**

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

**Section 1:** That the Intergovernmental Lease Agreement is approved.

**Section 2:** That the appropriate city officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 30th day of July 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

## **INTERGOVERNMENTAL TENANT LEASE AGREEMENT**

This Intergovernmental Tenant Lease Agreement ("LEASE") is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the City of San Luis, an Arizona municipal corporation, (the "LESSOR" or "CITY"), and Greater Yuma Port Authority, Inc., an Arizona nonprofit corporation, (the "LESSEE" or "GYPA"), referred to individually as "PARTY" and collectively as "PARTIES".

### **RECITALS:**

- A. LESSOR is the owner of real property, and the building(s) located thereon, commonly known as 788 East B Street, San Luis, AZ, 85349, situated in the City of San Luis, County of Yuma, State of Arizona, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
- B. LESSOR is desirous of leasing and LESSEE desires to lease a portion of the Property for use as its corporate office and other business purposes.

In consideration of the promises and agreements hereinafter contained, the parties hereto do hereby promise, covenant and agree as follows:

### **ARTICLE 1. DESCRIPTION OF PROPERTY TO BE LEASED**

LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, on the terms and conditions hereinafter set forth, the commercial office building located at 788 East B Street, San Luis, AZ, 85349 (the "PROPERTY" or the "PREMISES"), consisting of approximately sixteen hundred (1,600) square feet, which is the majority of the structure, with approximately eighty-five (85) square feet that is shared with another business, along with the common rooms and surrounding parking lot being shared. This LEASE shall be subject to all zoning, easements, rights-of-way, covenants, conditions, restrictions and matters of record. LESSEE acknowledges and agrees that LESSEE has had an opportunity to inspect the Premises, which are acceptable for LESSEE's intended use. LESSEE accepts the Premises "as is" without any express or implied representation or warranty from LESSOR or any agent or representative of LESSOR.

### **ARTICLE 2. TERM**

The term of this Lease shall commence on the \_\_\_ day of \_\_\_\_\_, 2025, the "Commencement Date", and shall be for a period of five (5) years, terminating on \_\_\_\_\_, 2030. Any renewal of this lease must be negotiated and agreed to within a separate agreement.

### **ARTICLE 3. RENT AND DEPOSIT**

The rent shall be \$0.44 per square foot per month for the first year of tenancy. The

monthly price per square foot shall increase on an annual basis from the Commencement Date as follows:

1 <sup>st</sup> Year:	\$0.44	Per sq. ft. per month
2 <sup>nd</sup> Year:	\$0.575	Per sq. ft. per month
3 <sup>rd</sup> Year:	\$0.79	Per sq. ft. per month
4 <sup>th</sup> Year:	\$0.89	Per sq. ft. per month
5 <sup>th</sup> Year:	\$0.95	Per sq. ft. per month

Rent shall be paid monthly no later than the 1st day of each month, commencing upon the 1st day of \_\_\_\_\_, 2025. In addition to the rent, a one-time deposit of five thousand (\$5,000) dollars is due with the first payment. Lessee may pay monthly rent in advance during the term of this Lease, up to and including the entire Term. The rate for any advance payment will align with the annual rate specified in this article.

**ARTICLE 4. USE**

Lessee shall use the Property as its corporate office and for other related business purposes. Lessee will be provided with access to the Premises 24 hours per day, 7 days a week and 365 days per year for its business operations.

**ARTICLE 5. NON-RESPONSIBILITY**

Lessor shall have the right, at any time and from time to time, to post and maintain on the Property such notices as may be necessary to protect the Property and Lessor from mechanic's liens, materialmen's liens or liens of similar nature. Lessee, after taking occupancy of the building, shall give to Lessor thirty (30) days prior written notice of any proposed alterations, improvements, additions, removals and replacement of and to the property or the buildings and improvements located thereon by Lessee involving an expenditure in excess of the sum of five thousand (\$5,000) dollars. Any proposed work described herein is subject to the prior written consent of Lessor.

**ARTICLE 6. LIENS AND CLAIMS**

Lessee shall not suffer or permit any mechanics liens or materialmen's liens or any other claims or demands arising from any construction, repair, restoration or removal as herein provided or any other liens, claims or demands to be enforced against the Premises, the buildings or improvements located thereon, or any part thereof, and Lessee agrees to hold Lessor and said property free and harmless from all liability for any such liens, claims or demands, together with costs and expenses in connection therewith. Notwithstanding anything to the contrary herein contained, if Lessee, in good faith, shall contest the validity of any lien, claim or demand, then Lessee, at Lessee's sole expense shall defend Lessee and Lessor against the same and shall pay and satisfy any final adverse judgment that may be rendered therein before the enforcement thereof against Lessor or said property, and Lessee shall furnish to Lessor a surety bond satisfactory to

Lessor, in an amount equal to such contested lien, claim or demand, indemnifying Lessor against liability for the same and, if necessary, to prevent sale or other proceeding against said property, Lessee shall pay such lien, claim or demand under protest or otherwise as may be required.

## **ARTICLE 7. TAXES AND ASSESSMENTS**

In the event that the City of San Luis passes and adopts real property taxes of any kind during the term of this Agreement, Lessor shall be responsible for the payment of those taxes levied upon the Premises. Lessee shall pay, before delinquent, all property taxes of every kind and nature levied and separately assessed against any personal property maintained or affixed to the Premises by Lessee, including but not limited to, structures, improvements, fixtures and equipment.

### **NOTICE**

Government Property Lease Excise Tax  
(Required Provisions under A.R.S. §42-6206(A))

Notice: This Lease may be subject to Government Property Lease Excise Tax under Arizona Revised Statutes, Title 42 Taxation, Chapter 6 Local Excise Tax, Article 5 Government Property Lease Excise Tax, A.R.S. §§42-6201 and the following statutes in said Article 5.

Failure of the prime lessee (the Tenant under this Lease) to pay the tax after notice and an opportunity to cure is an event of Default that could result in divesting the prime lessee (the Tenant under this Lease) of any interest in or right of occupancy of the government property improvement (the Premises which are the subject of this Lease). The tax is due to the Yuma County Treasurer no later than December 1 of every year under A.R.S. §42-6204(A).

## **ARTICLE 8. UTILITIES**

Lessor shall pay for all utilities Lessee requires for its operations, including water, sewer and trash, which are included in the Rent and shall be the responsibility of Lessor. Further, Lessor shall provide general janitorial and char services one (1) day a week on \_\_\_\_\_s, except on holidays recognized by the City of San Luis. Electricity and internet services will be the responsibility of Lessee and are not included in the Rent.

## **ARTICLE 9. FURNISHINGS**

Lessee shall provide all necessary furnishings for the premises, with exception to any spaces exclusively used by the other business. All furnishings provided by Lessee will remain the property of GYPA unless otherwise deemed abandoned pursuant to this Article. Lessee will maintain all furnishings in good condition and repair throughout the term of the Lease. Lessee shall remove all furnishings from the premises upon the

expiration or termination of this agreement. Any damage to the Premises caused by the furnishings shall be promptly repaired by the Lessee at their own expense.

Any furnishings left on the Premises after the expiration or termination of this Lease shall be deemed abandoned. The Landlord may dispose of such furnishings at Lessee's expense, and Lessee shall have no claim against the Lessor for the value of the abandoned furniture

#### **ARTICLE 10. REPAIRS AND MAINTENANCE**

Lessor shall not be obligated to make any minor repairs, alterations, additions or improvements in or to or upon the Premises, or in or to or upon any buildings or improvements now or hereafter located thereon, except with respect to major repairs, such as the roof, walls, floors, sewers, exterior surfaces, sprinkler system, or HVAC unit replacement which items shall be kept in first class condition and repair. Lessor shall be responsible for maintenance on all HVAC equipment so that each unit is checked twice a year for proper operation, including full gas charge, clean filters, proper thermostat operation and open condensate drains. Any HVAC maintenance or major repairs may be performed by qualified City staff or personnel. Lessor shall complete such repairs and rebuilding within sixty (60) days after the same is commenced; provided, however, that any delay in the completion of the said repairs resulting from fire or other casualty, strikes, shortages or material or labor, governmental laws, rules and regulations, the elements or matters beyond the reasonable control of Lessor shall extend the time within which Lessor may complete said repairs or rebuilding by the period of such delay

The Lessee, at all times during the full term of this Lease and at Lessee's sole cost and expense, shall keep and maintain the Premises including adjacent parking lots, on the Property and the adjacent appurtenances in the same order and repair as that received by Lessee as to nonstructural portions, and keep the Property and such buildings and improvements and the whole thereof in a clean and sanitary condition. Lessee shall observe and comply with, any and all public laws, ordinances and regulations at any time applicable to said Premises and the requirements of any fire rating bureau and shall not do or commit any act which will increase insurance rates applicable to the improvements on the Premises or which might adversely affect or cause a cancellation of any insurance policy. Lessee shall indemnify and save harmless the Lessor against all actions, claims and damages by reason of (a) Lessee's failure to keep and maintain the Property and the improvements thereon as herein provided, or (b) Lessee's non-observance or non-performance of any law, ordinance or regulation applicable thereto. Lessee hereby waives all right to make repairs at the expense of Lessor pursuant to any provisions of law.

#### **ARTICLE 11. COMPLIANCE WITH LAW**

Lessee, at Lessee's sole cost and expense, shall comply with all of the requirements of all municipal, state, federal and other authorities now in force or which

hereafter may be in force pertaining to the Premises and improvements now or hereafter located thereon and shall faithfully observe in the use of said Property and said buildings and improvements all municipal ordinances or other local ordinances and state and federal statutes now in force or which hereafter may be in force. Lessor represents and warrants to and covenants with Lessee that the current zoning for the Premises and building will allow Lessee to use the building for the permitted uses set forth in this Lease.

Notwithstanding the foregoing, to the extent that any municipal, state, federal and other, authorities now or hereafter in effect require structural or capital alterations or improvements not required solely due to Lessee's use or occupancy of the Premises such alterations or improvements shall be the obligation of Lessor, at Lessor's sole cost and expense. Lessor represents and warrants to Lessee that the Property is as of the date hereof free from Hazardous Substances and in full compliance with any applicable Environmental Law. As used in this paragraph the term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or environmental conditions and the term "Hazardous Substances" shall mean any material, waste, substance, pollutant or contaminant which may or could pose a risk of injury or threat to health or the environment.

To the best of Lessor's knowledge, any use, storage, treatment, or transportation of Hazardous Substances which may have occurred in or on the Property prior to the date hereof has been in compliance with all applicable Environmental Laws. Lessor agrees to defend and shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term (as such may be extended) from or in connection with the presence of Hazardous Substances in or on the Property except to the extent that the Hazardous Substances are present as a result of acts of Lessee, Lessee's agents, employees, contractors or invitees. This indemnification shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 12. INSURANCE**

Lessee. Tenant, at its expense, shall maintain at all times during the Term the following insurance policies; (i) all risk or equivalent special form coverage insuring the full replacement cost (without deduction for depreciation) of all Tenant improvements, Alterations to the Premises, all plate glass, windows, doors and all other property owned or used by Tenant and located in the Premises or in any licensed areas as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from such insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision of this Lease or unless otherwise required by a mortgagee; (ii) commercial general liability insurance, with limits set by Landlord from time to time but in any event not less than Comprehensive liability Policy of Insurance customarily held by Tenant. The Landlord requires the Tenant to have general liability coverage in the amount of one million dollars (\$1,000,000.00).

Lessee must provide an active copy to the Lessor of the Certificate of General Liability Insurance and Endorsement of Additional Insured that lists the City as additional insured.

Lessor. Landlord shall take out and maintain in force throughout the Term, with a company or companies authorized to do business in the State of Arizona, (i) casualty insurance of the Building in an amount equal to the full replacement cost of the Building (exclusive of foundation), covering all risks of direct physical loss or damage and so-called "extended coverage" risks, and (ii) commercial general liability insurance with respect to the Building in such amounts as Landlord may from time to time deem necessary or desirable. Any insurance required to be maintained by Landlord hereunder may be maintained in the form of a blanket policy covering the building as well as other properties owned by Landlord or affiliates of Landlord so long as the blanket policy does not reduce the limits or diminish the coverage required herein.

Further, Lessor shall have no obligation to provide casualty or other insurance for the personal property of Lessee or its participants.

### **ARTICLE 13. INDEMNIFICATION**

Lessor shall not be liable for any loss, damage or injury, of any kind or character, to any person or property arising from the use of or condition of the Premises or any part thereof for which Lessee is responsible under this Lease, or caused by any equipment or other facility in the building or on the Premises for which Lessee is responsible under this Lease, or caused by, or arising from any act or equipment or other facility therein or thereon, or caused by, or arising from any act or omission of, Lessee or any agents, employees, sublessees, licensees, invitees or others, or by or from any accident on or about the Premises, or the buildings and improvements thereon or any fire or any other casualty thereon, or occasioned by the failure of Lessee to maintain said Property and buildings and improvements or to cause the same to be maintained in a safe condition in accordance with Lessee's responsibilities under this Lease, unless due to the negligence of Lessor or failure of Lessor to fulfill Lessor's obligations hereunder.

Lessee, as a material part of the consideration of this Lease, hereby waives, on Lessee's behalf, all claims and demands against Lessor for, and hereby agrees to indemnify and hold Lessor entirely free and harmless from, all liability for claims of other persons for any such loss, damage or injury, together with all costs, attorneys' fees and expenses arising therefrom, including any attorney's fees Lessor may become obligated for in enforcing this indemnity, Lessee, at Lessee's sole expense, shall defend Lessor against any such loss, damage or injury, excepting claims related to Lessor's obligations herein. Lessee shall not be liable for any loss, damage or injury of any kind or character, to any person or property arising from the condition of the Property or any part thereof for which Lessor is responsible under the Lease or caused by any equipment or other facility in the building or on the Property for which Lessor is responsible under this Lease or caused by, or arising from any act, omission of Lessor or any agents, employees,

licensees or invitees of Lessor occasioned by the failure of Lessor to maintain the Property's improvements or cause the same to be maintained in a safe condition in accordance with Lessor's responsibilities under this Lease unless due to the negligence of Lessee or failure of Lessee to fulfill Lessee's obligation hereunder.

Lessor as a material part of the consideration of this Lease hereby waives, on Lessor's behalf, all claims and demands against Lessee, and hereby agrees to indemnify and hold Lessee entirely free and harmless from, all liability for claims of other persons for any such loss, damage or injury, together with all costs, attorneys' fees and expenses arising therefrom, including any attorneys' fees Lessee may be obligated for, and enforcing this indemnity, at Lessor's sole expense, shall defend Lessee against any such loss, damage or injury for which Lessor has agreed to indemnify Lessee hereunder, together with all costs, attorneys' fees and expenses arising therefrom, including any attorneys' fees Lessee may be obligated for in enforcing this indemnity, Lessor at Lessor's sole expense shall indemnify Lessee against any such loss, damage or injury, except claims relating to Lessee's obligations herein.

#### **ARTICLE 14. INSPECTION**

Lessor reserves the right to permit Lessor and its agents, at all reasonable times, including regular business hours, and upon twenty-four (24) hours prior notice, except in the case of emergencies, to enter upon the Premises to view the condition of the Premises and the buildings and improvements located thereon and to cure any defaults by Lessee, all without any reduction in Rent or otherwise; provided that (i) Lessor's activities hereunder will not unreasonably interfere with or adversely affect Lessee's use of the Premises, and (ii) nothing will be done hereunder that would permanently alter the aesthetics or the utility of the Property for Lessee's permitted use without Lessee's prior written consent.

In entering the Property, Lessor shall use all efforts to minimize any interference with or disruption of Lessee's operations. Notwithstanding anything in this Lease to the contrary, if Lessor's entry onto the Property or other exercise of its rights under this Lease interferes with Lessee and such interference causes a material adverse impact on Lessee's operations at, use or enjoyment of the Premises and such impact continues beyond forty-eight (48) hours, Lessee shall be entitled to an equitable abatement of Rent for such period of time as the interference continues. If such interference continues beyond a period of thirty (30) consecutive days or more than 30 days in any consecutive sixty (60) day period, Lessee shall be entitled to terminate this Lease upon 60 days written notice to Lessor.

#### **ARTICLE 15. ASSIGNMENT AND SUBLETTING**

Lessee shall not, voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto,

or permit any other person (the employees, agents, servants, and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof (any such assignment, transfer, mortgage, pledge, hypothecation, encumbrance, sublet or permission to use being hereinafter collectively referred to as a "Transfer") without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall reimburse Lessor for all of Lessor's reasonable attorney fees and other direct costs incurred on account of any Transfer by Lessee that was not consented to by Lessor.

The termination of Lessee's leasehold estate and this Lease shall operate as an assignment to Lessor of such subleases as are in existence at the time of termination. As used herein, "sublease" includes (but is not limited to) any lease of a portion of the Property which existed at the commencement date of this Lease, whether or not such lease was in fact subordinate to this Lease.

#### **ARTICLE 16. SURRENDER AT END OF TERM**

Upon the expiration of the term of this Lease, or sooner termination, as herein provided, Lessee shall surrender to Lessor all and singular the Premises, together with all buildings and improvements as hereinabove provided, including all permanent fixtures and without any obligation or liability of Lessor to pay money or other consideration for any buildings and improvements on the Premises, title to which buildings and improvements shall remain vested in Lessor.

#### **ARTICLE 17. QUIET ENJOYMENT**

Provided Lessee performs all its covenants and agreements and obligations hereunder, Lessor covenants that Lessee shall have the peaceful and quiet enjoyment of the Premises without hindrance on the part of Lessor or any successor in interest of Lessor and that Lessor will warrant and defend Lessee in the quiet enjoyment of the Property against the lawful claims of all persons claiming through or under Lessor except condemning and similar authorities.

#### **ARTICLE 18. FORCE MAJEURE**

Lessor shall not be in default hereunder and Lessee shall not be excused from performing any of its obligations hereunder due to acts of God, imminent occurrences of acts of God, strikes, sabotage, accidents, acts of war or terror, fire and casualty, Legal Requirements (to the extent they are not customary or require a longer than usual time period in which to comply), government restrictions or controls on construction (to the extent such restrictions or controls are not customary or require a longer than usual time period in which to comply), insurance reimbursement problems or delays, emergencies, shortages or inability to obtain labor, materials or equipment, energy shortage, the failure of the applicable governmental authority to timely issue building permits and approval for any improvements to be made by Lessor or Lessee to the Property or Premise to conduct inspections required in connection with the Lessor Improvements or Lessee

Improvements, or to issue a certificate of occupancy for the Lessor Improvements and the Lessee Improvements, or any other causes beyond the reasonable control of Lessor.

### **ARTICLE 19. HOLDING OVER**

Lessee may not remain in possession of the Premises after the termination or expiration of this Lease. If Lessee remains in possession of the Premises after the termination or expiration of this Lease, Lessee shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all of the covenants and obligations of this Lease, except that the monthly Rent during the hold over period shall be increased to one hundred ten percent (110%) of the Rent in effect immediately prior to the termination or expiration of this Lease. In addition, Lessee shall be liable for and shall pay to Lessor any and all claims or damages (consequential or otherwise) arising out of, or as a result of the holding over by Lessee. Lessee's holding over shall not extend or renew the Term.

### **ARTICLE 20. DEFAULT**

1. Events of Default. The occurrence of any of the following shall constitute an event of default (a "default") by Lessee under this Lease:
  - (a) Failure of Lessee to pay rent or any other charge under this Lease within five calendar days after it is due;
  - (b) The leasehold interest of Lessee is levied upon or attached under process of law;
  - (c) Lessee abandons or vacates the Premises;
  - (d) Lessee fails to perform or observe any other covenant or obligation of Lessee set forth in this Lease and such failure is not cured within sixty (60) days (or immediately if the failure involves a hazardous condition) after written notice from Lessor.
  - (e) Lessee fails to pay Government Property Lease Excise Tax under A.R.S. §§42-6201 et seq. after notice and an opportunity to cure. The tax is due to the Yuma County Treasurer no later than December 1 of every year under A.R.S. §42-6204(A).

Notwithstanding any of the foregoing provisions of this Section, to the contrary, no notice or opportunity to cure a failure to perform or observe any covenant or obligation of Lessee set forth in this Lease need be given, and no cure period whatsoever with respect thereto shall be allowed to Lessee, if the failure to perform or observe is incurable.

2. Remedies for Default.

- (a) Entry/Termination. Upon the occurrence of a Default, Lessor may elect to terminate this Lease, or without terminating this Lease, terminate Lessee's right to possession of the Premises and in either case without the requirement of written notice thereof to Lessee. Upon any such termination, Lessee shall immediately surrender and vacate the Premises within twenty (20) days and deliver possession thereof to Lessor. Should Lessee fail to comply as herein provided, Lessor may proceed against Lessee under the unlawful detainer statutes of the State of Arizona. Lessor shall have all rights and remedies as may be provided by Article 4 of Chapter 3 of Title 33 of the Arizona Revised Statutes.
- (b) Releasing. If Lessor terminates Lessee's right to possession of the Premises without terminating this Lease, Lessor may relet the Premises or any part thereof. In such case, Lessor shall use reasonable efforts to relet the Premises on such terms as Lessor shall reasonably deem appropriate; provided, however, Lessor may first lease Lessor's other available space and shall not be required to accept any Lessee offered by Lessee or to observe any instructions given by Lessee about such reletting. Lessee shall reimburse Lessor for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration and other expense incurred for a new Lessee for the Premises.
- (c) Lessor Right to Cure. Lessor may, but shall not be obligated, to perform any obligation of Lessee under this Lease; and, if Lessor so elects, all costs and expenses paid by Lessor in performing such obligation, together with interest at twelve per cent (12%) per annum, shall be reimbursed by Lessee to Lessor on demand.
- (d) Cumulative Remedies. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Lessor may have at law and/or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Lessor may elect. The exercise of any remedy by Lessor shall not be deemed an election of remedies or preclude Lessor from exercising any other remedies in the future.
- (e) No Waiver. No Waiver of any Default of Lessee shall be implied from any omission by to take any action on account of such Default if such Default persists or is repeated and no express waiver shall affect any Default other than the Default specified in the express waiver and then only for the time

and to the extent therein stated.

3. Lessor Default. Lessor shall in no event be in default in the performance of any of Lessor's obligations in this Lease unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required, and acceptable to Lessee, to correct any such default after notice in writing by Lessee to Lessor properly specifying wherein Lessor has failed to so perform. In the event Lessor fails to cure a default as provided in this Article, Lessor shall be responsible to Lessee for any and all actual damages sustained by Lessee as a result of Lessor's default.
4. Lessee's Remedies. Provided Lessee is not in breach hereunder, should the Premises at any time during the Term of this Lease, or the Option Term, be subject to the lien of any trust deed, mortgage, judgment, assessment, tax or other obligation, whether incurred before or after the execution of this Lease, which Lessee is not bound hereunder to pay or discharge, and (a) should Lessor fail to pay or discharge any obligation which Lessor is obligated under this Lease to pay or discharge which failure shall continue for thirty (30) days after written notice of such failure is delivered by Lessee to Lessor (or if more than thirty (30) days shall be required because of the nature of the default, if Lessor shall fail to commence the curing of its default within the thirty (30) day period and proceed diligently thereafter), and (b) because of such failure, the holder of such lien is proceeding to foreclose the lien, and (c) such foreclosure would result in the termination of Lessee's leasehold interest under this Lease, then Lessee shall have the right to pay or discharge any such obligation, but Lessee shall not be obligated to do so. Should Lessee elect to pay or discharge any such obligation, Lessor shall, within ten (10) days after demand, reimburse Lessee in the full amount thereof, together with six percent (6%) interest on the sums paid from the date of payment. Lessee shall have no right to terminate this Lease as a result of a default by Lessor hereunder, except as expressly provided elsewhere in this Lease.

## ARTICLE 21. PAYMENTS AND NOTICES

All Rent and other sums payable by Lessee to Lessor hereunder shall be paid to Lessor at the address hereinafter set forth or such other place as Lessor hereafter may designate in writing. Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to either party or may be deposited in the United States mail, duly registered or certified, with postage prepaid, return receipt requested, and addressed to the party for whom intended, as follows:

**TO LESSOR:**

The City of San Luis  
1090 East Union Street  
PO Box 1170  
San, Luis, AZ 85349

**TO LESSEE:**

Buna George  
Executive Director, GYPA  
PO Box 4601  
Yuma, AZ 85366

**With a copy to:**

Firm: \_\_\_\_\_  
Attorney: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Either party hereto may from time to time, by written notice to the other party, designate a different address which may be substituted for the one specified above. If any notice or other document is sent by registered or certified mail as aforesaid, the same shall be deemed served or delivered unless otherwise specified herein within seventy-two (72) hours after the mailing thereof as provided or, if not, so sent, the same shall be deemed served and delivered within five (5) days after mailing thereof.

**ARTICLE 22. NO RELATIONSHIP IMPLIED**

Nothing contained in this Lease shall be determined or construed by the parties hereto or by any third persons to create the relationship of principal or agent or of partnership or of joint venture or of any association between Lessor and Lessee and neither the method of computation of rent or any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

**ARTICLE 23. REPRESENTATION BY COUNSEL**

All the parties to this Lease have been represented in their negotiation in connection with this Lease by legal counsel of their own choosing, to the extent deemed by them to be necessary, and have read each and every part of this Lease and have had such parts fully explained by their respective counsel to the extent deemed necessary, and are fully aware of the contents and legal effect of this Lease.

**ARTICLE 24. AUTHORITY**

Lessor hereby warrants and represents to Lessee that Lessor is a municipal corporation and is authorized to execute and deliver this Lease. Lessee hereby warrants and represents to Lessor that Lessee is a corporation and that this Lease and the execution and delivery thereof by the persons designated below has been specifically authorized by a duly adopted resolution of the Board of Directors thereof.

**ARTICLE 25. GOVERNING LAW AND VENUE**

This Lease and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. The parties

waive trial by jury and agree to submit to the exclusive personal jurisdiction and venue of the Superior Court of the State of Arizona in Yuma County, Arizona. In the event that litigation results from or arises out of this Lease or the performance thereof, the court or arbitrator, as the case may be, shall award the prevailing party its reasonable attorney fees, costs, and all other expenses, whether or not usually taxable by the court as a cost, in addition to any other relief to which the prevailing party may be entitled.

## **ARTICLE 26. MISCELLANIOUS PROVISIONS**

**Amendment.** This Contract may be amended or modified only by written agreement of all PARTIES.

**Certifications:** Parties certify that they are compliant with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

**Conflicts of Interest:** This Lease may be cancelled in accordance with A.R.S. § 38-511.

**Counterparts:** This Lease 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.

**Entire Agreement:** This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

**E-Verify:** The Parties shall comply with the applicable requirements of A.R.S. §§ 23-214 and 41-4401.

**Further Acts:** Each of the Parties hereto 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 Lease.

**Heading and Titles:** The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this lease.

**Lease Binding on Successors:** Subject to the limitations on assignment, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Lessor and Lessee, but each of their respective successors and assigns.

**No Brokers:** Parties represent and warrant to the other that neither has dealt with any real estate broker or agent in connection with this Lease or its negotiation.

**Signage:** Lessee's signage shall be consistent with the standards and criteria currently in use for the Premises. Lessor shall oversee the installation of any sign and shall be responsible for obtaining any signage permit or license required. Lessee shall pay the cost of such signage and installation, subject to Lessee's advance approval of same.

**Survival:** All representations and warranties of Tenant, Tenant's indemnities, hold harmless and defense obligations and Tenant's obligations to pay Rent shall survive the expiration or earlier termination of this Lease.

**Time:** Time is of the Essence in this Agreement.

**Waiver:** No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

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

**IN WITNESS WHEREOF**, we have hereunto set our hands on the date and year stated below.

CITY OF SAN LUIS,  
an Arizona municipal corporation.

\_\_\_\_\_  
Nieves Riedel  
Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Date

I have reviewed the above referenced Intergovernmental Lease Agreement between Greater Yuma Port Authority, Inc and the City of San Luis, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

**Approved as to Form by:**

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney

\_\_\_\_\_  
Date

GREATER YUMA PORT AUTHORITY,  
INC.

\_\_\_\_\_  
Russ Jones  
GYPA Chairman

\_\_\_\_\_  
Date

I have reviewed the above referenced Intergovernmental Lease Agreement between Greater Yuma Port Authority, Inc. and the City of San Luis, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to their clients under the laws of the State of Arizona.

**Approved as to Form by:**

\_\_\_\_\_  
Name:  
GYPA Attorney

\_\_\_\_\_  
Date

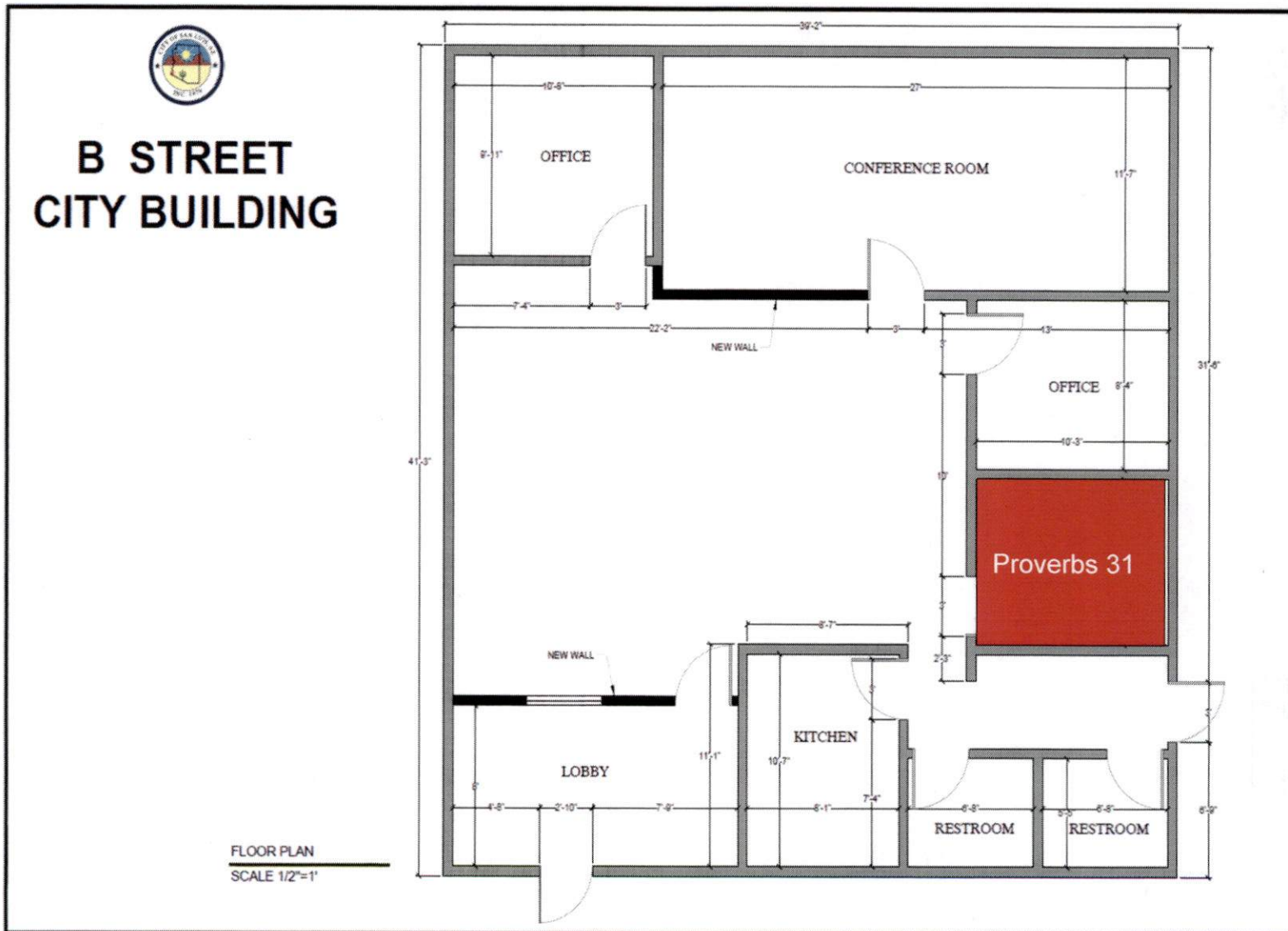
## Exhibit A

### Legal Description

WELL SITE NO. 1:

The East half of Lot 6, Block 6, SAN LUIS TOWNSITE, according to Book 3 of Plats, page 54, records of Yuma County, Arizona.

### Floor Plan



- Area in RED is to be utilized exclusively by the other business as specified in Article 1.



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. F.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Motion  
Ordinance  
Public Hearing

---

### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Proposed Ordinance No. 468. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, continuing the occupational registration for peddlers as set forth in City Code Chapter 5.10 and finding the registration requirement is necessary to protect the health, safety or welfare of the public; and amending City Code § 5.10.020 to clarify the application process requirements; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Staff presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on reading of Ordinance No. 468, by title only
- D. Action on Ordinance No. 468

### SUMMARY:

#### BACKGROUND

The City of San Luis has required any person operating as a solicitor, peddler, hawker, salesperson, or vendor of goods, wares, merchandise, newspapers, magazines, or services, who goes from house to house, or to only one house within the City to register with the San Luis Police Department since 1982. Recently, it was discovered the City Code is not in line with requirements in the State Legislature amendments to A.R.S. § 9-842. This requirement prohibits a city or town from imposing an occupational licensing requirement, such as police registration, unless the requirement is necessary to protect the health, safety, or welfare of the public. This statute also requires a public hearing before the adoption of an occupational licensing requirement, effective August 3, 2018. As City Code chapter 5.10 was in effect before this date, the City's occupational licensing wasn't due for a public hearing until May 3, 2023.

In order to regularize Chapter 5.10 of the City Code, a public hearing must be held every five (5) years, where the City must demonstrate that registration is necessary.

Furthermore, to simplify the registration process, the City proposes to amend San Luis City Code Section 5.10.020, requiring only one photograph for registration, while rephrasing the remaining language in a clearer tone to reflect this change.

#### THE PURPOSE OF THIS ORDINANCE

This ordinance continues the occupational registration for peddlers as set forth in City Code chapter 5.10. This police registration is necessary to protect the health, safety, or welfare of the public as peddlers go door to door for their sales. A peddler with ill intentions could potentially use this occupation to conduct reconnaissance for later crimes or gather residents' details to exploit their personal information for malicious purposes. This registration and fingerprinting process ensures that anyone authorized to perform these sales within the city can be easily identified in the event of such an instance.

Further, this ordinance amends San Luis City Code section 5.10.020 to read “(A) Applicants for police registration under the terms of SLCC 5.10.010 shall be required to furnish one (1) satisfactory photograph of the applicant, which will be attached to the applicant’s registration card and sealed by the police department. A photocopy of the complete registration card will be retained by the Police Department while the registration is valid. The applicant shall file his or her fingerprint identification with the Police Department, and upon a criminal history check and review, the Chief of Police may issue a registration card. (B) The applicants for police registration shall be required to furnish to the Police Department a complete description of the product to be sold in the City together with information regarding sales methods to be used and references that will enable the Chief of Police to determine whether or not the applicant is qualified to receive a registration card as provided in SLCC 5.10.030. Investigation by the Chief of Police under the provisions of this chapter shall be completed within 15 days after the applicant has given the required information. Any applicant denied registration shall be provided with a written notice detailing the reason and appeal process.”

**RECOMMENDATION / SUGGESTED MOTION:**

**A. STAFF PRESENTATION**

**B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING**

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

**D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING**

**E. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 468 BY TITLE ONLY  
(CITY CLERK TO READ ORDINANCE NO. 468 BY TITLE ONLY)**

**F. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 468 AS PRESENTED**

---

**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
	N/A

---

**Attachments**

Ordinance No. 468

---



# Ordinance

No. 468

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CONTINUING THE OCCUPATIONAL REGISTRATION FOR PEDDLERS AS SET FORTH IN CITY CODE CHAPTER 5.10 AND FIND THE REGISTRATION REQUIREMENT NECESSARY TO PROTECT THE HEALTH, SAFETY OR WELFARE OF THE PUBLIC; AMENDING CITY CODE § 5.10.020(A) TO CLARIFY THE APPLICATION PROCESS REQUIREMENTS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, on May 12, 1982 the City, via Ordinance No. 24, approved San Luis City Code chapter 5.10; Peddlers, requiring police registration for solicitor, peddler, hawker, salesperson or vendor of goods, wares, merchandise, newspapers, magazines or services;

**WHEREAS**, effective August 3, 2018, the Arizona Legislature added A.R.S. § 9-842 requiring a city or town to follow certain procedures before the adoption of an occupational licensing requirement; and

**WHEREAS**, the City finds the police registration requirement for peddlers set forth in SLCC Ch. 5.10 is necessary to protect the public health, safety, or welfare of the public.

**WHEREAS**, the City desires to amend SLCC Section 5.10.020 to clarify the application process and change the photograph requirement.

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

**Section 1:** The City finds that continuing enforcement of SLCC Ch. 5.10 is necessary to protect the public health, safety, or welfare of the public.

**Section 2:** Section 5.10.020(A) of the San Luis City Code is amended to read as follows:

“(A) Applicants for police registration under the terms of SLCC 5.10.010 shall be required to furnish one satisfactory photographs of the applicant, which will be attached to the applicant’s registration card and sealed by the police department. A photocopy of the complete registration card will be retained by the Police Department while the registration is valid. The applicant shall file his or her fingerprint identification with the

Police Department and upon a criminal history check and review, the Chief of Police may issue a registration card.

(B) The applicants for police registration shall be required to furnish to the Police Department a complete description of the product to be sold in the City together with information regarding sales methods to be used and references that will enable the Chief of Police to determine whether or not the applicant is qualified to receive a registration card as provided in SLCC 5.10.030. Investigation by the Chief of Police under the provisions of this chapter shall be completed within 15 days after the applicant has given the required information. Any applicant denied registration shall be provided with a written notice detailing the reason and appeal process.”

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

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

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

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of July 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

9. A.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)**

#### SUMMARY:

The city's attorneys can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03(A)(3) and (4).**

---

#### 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):**

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

9. B.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A) (3)(4) and (7) on any and all matters regarding a proposal for a forbearance agreement including use of potential proceeds from the potential sale of property to be used to request a court order granting the forbearance agreement terms control the San Luis Regional Detention and Support Center Project revenue allocation for two years in Case No. 62-TR-CV-24-31 Minnesota Second Judicial District for discussion or consultation for legal advice with the City Attorney, in order to consider and instruct the City Attorney regarding the Corporation's position. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The City Council can be properly advised on the above-described agenda item in executive session.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THIS AGENDA ITEM.**

---

#### 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):**

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

9. C.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) on any and all matters regarding San Luis Proposition 434 on eliminating City Council compensation for discussion or consultation for legal advice with the City Attorney. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The City Attorney can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(3).**

---

#### 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):**

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

9. D.

**Meeting Date:** 07/30/2025

**Department Head:** Jenny Torres, Acting City Manager, Administration

**Submitted By:** Jenny Torres, Acting City Manager, Administration

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding certain claims under the Employee Benefits Plans and discussion or consultation for legal advice with the City Attorney. **(Jenny Torres, Acting City Manager)**

#### SUMMARY:

The City Attorney can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03 (A)(3) AND (4)**

---

#### 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

---



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

11. A.

**Meeting Date:** 07/30/2025

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

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

**Action Requested:** Motion  
Resolution

---

#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2368. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, ordering and calling a Special Election to be held on November 4, 2025, in and for the City of San Luis, Arizona, to submit to the qualified electors of San Luis Proposition No. 434 regarding the City Council's compensation, benefits, and/or travel allowances. **(Sonia Cornelio, City Clerk)**

#### SUMMARY:

This resolution is a means of informing the voting public that the City of San Luis intends to hold a Special Election for the proposition on the ballot regarding the City Council's compensation, benefits, and/or travel allowances. An informational pamphlet and notice of the election will be mailed to the San Luis residents at least thirty-five (35) days before the election. A draft informational pamphlet is part of this resolution.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2368.**

---

#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

N/A

---

#### Attachments

Resolution No. 2368

---



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2368**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, IN AND FOR THE CITY OF SAN LUIS, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS OF SAN LUIS THE PROPOSED INITIATIVE REGARDING THE CITY COUNCIL'S COMPENSATION, BENEFITS AND/OR TRAVEL ALLOWANCES.**

**WHEREAS**, the Mayor and City Council order an election for an initiative proposal regarding the City Council's compensation, benefits and/or travel allowances; and

**WHEREAS**, for purposes of the foregoing, the Mayor and Council of the City orders an election (the "Election");

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

**Section 1.** That the Election, in and for the City, be and the same is hereby ordered and called to be held on November 4, 2025, at which there shall be submitted to the qualified electors of the City the proposed initiative set forth in the official ballot.

**Section 2.** That the official ballot for the Election (the "Official Ballot") shall be in substantially the form attached hereto as Exhibit "A."

**Section 3.** (A) That notice of the Election shall be given by mailing an informational pamphlet (the "Informational Pamphlet") and a sample of the Official Ballot in substantially the form attached hereto as Exhibit "B," as revised as hereinafter described, to every household within the City not less than thirty-five (35) days before the date of the Election.

(B) That the Informational Pamphlet shall be prepared by the Clerk of the City, and the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form she deems acceptable.

(C) That the Clerk of the City is hereby authorized to request arguments for and against the subject matter of the Election by providing the notice in the form and by the means provided in the form attached hereto and marked Exhibit "C" (hereinafter referred to as the "Request for Arguments"). **The deadline to submit such arguments shall be August 6, 2025.**

**Section 4. Register to Vote.** The last date to register to vote in the election is October 6, 2025.

**Section 5.** That absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes.

**Section 6.** That the Clerk of the City is hereby authorized and directed to have printed and delivered to the election officials at the polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the Official Ballot.

**Section 7.** That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Request for Arguments, Informational Pamphlet, Official Ballot, "Absentee/Early Voting Materials" and "Instructions At The Polling Places."

**Section 8.** That the consolidation of any election precincts deemed necessary for purposes of the Election is hereby approved.

**Section 9.** (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the regular election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) That the Election may be conducted (i) using either electromechanical or electronic vote recording and ballot counting equipment or paper ballots at polling places, or (ii) as a mailed ballot election as provided in Section 16-409, Arizona Revised Statutes, as shall be determined to be in the best interests of the City by the Elections Department of Yuma County, Arizona (the "County") and the Clerk of the City. The Clerk of the City is authorized and directed to enter into a contract with the County Recorder of the County to obtain precinct registers for the Election and to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

(C) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditure shall be paid from current operating funds of the city.

(D) That the Clerk of the City is hereby authorized to take all necessary action to facilitate the Election, including all such actions which are needed to assist the Elections Department of the County in conducting the Election and performing its duties.

**Section 10.** (A) That the official returns from the Election shall be made to the Mayor and Council of the City within twenty (20) days from the date of the Election and the Election shall be canvassed and the results thereof certified by the Mayor and Council of the City at a meeting to be held within twenty (20) days after the date of the Election, as provided by law.

(B) That the Mayor and Council of the City shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

**Section 11.** The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

**Section 12.** If a conflict arises between the provisions of this Resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced; and this Resolution shall govern.

**Section 13.** If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Resolution.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of July 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

EXHIBIT "A"

OFFICIAL BALLOT

City Council compensation, benefits and/or travel allowances

The Mayor and Councilpersons shall serve without compensation, benefits and/or travel allowances, as a city volunteer subject to all applicable federal and state laws, municipal ordinances and rules and regulations, including conflict of interest and ethics laws, ordinances, rules and regulations. The City shall not reimburse elected officers for any travel, meal, or lodging expenses incurred by the elected officer for any reason. Any and all city laws, ordinances, rules, and regulations adopted by the City setting Mayor and/or Councilpersons compensation, benefits and/or travel allowances are null and void. (Code 1982 § 2-1-5. Code 2012 § 30.024.)

YES  NO

# ELECTION 2025

EXHIBIT "B"

## DRAFT - CITY OF SAN LUIS, ARIZONA

### INFORMATIONAL PAMPHLET AND SAMPLE BALLOT

SPECIAL ELECTION  
NOVEMBER 4, 2025

---



---

## CIUDAD DE SAN LUIS, ARIZONA

FOLLETO INFORMATIVO Y  
BOLETA DE MUESTRA

ELECCION ESPECIAL  
4 DE NOVIEMBRE DE 2025

(Spanish version begins on page 13) - (La version en Español empieza en la pagina 13)

**Intentionally left blank**

## **TO THE VOTERS OF THE CITY OF SAN LUIS, ARIZONA:**

The Mayor and Council of the City of San Luis, Arizona, pursuant to Resolution No. 2368 adopted on July 30, 2025, have ordered that a special election be held in and for the City of San Luis, Arizona (the "city"), on November 4, 2025 (the "Special Election"). The qualified electors of the city will be asked to vote on the initiative regarding the City Council's compensation, benefits, and/or travel allowances.

A person is entitled to vote in the Special Election who has resided in a precinct in the boundaries of the city for 29 days preceding the Special Election, who is qualified to register to vote as provided in Section 16-101, Arizona Revised Statutes, as amended, and whose registration has been received by the Elections Department of Yuma County, Arizona before midnight of the 29<sup>th</sup> day preceding the date of the Special Election. The last day to register for the Special Election is October 6, 2025.

The purpose of this Informational Pamphlet is to provide you with information on the question that will appear on the ballot for the Special Election. A sample ballot and a list of the polling places for the Special Election are included in this Informational Pamphlet.

Preparation of this Informational Pamphlet is required by State law and in compliance with the Federal Voting Rights Act. It has been printed in both English and Spanish. To be prepared to fully exercise your right to vote at the Special Election, you are urged to read all the material thoroughly. This Informational Pamphlet may be taken into the voting booth on the day of the Special Election.

Polling places for the Special Election will be open from 6 a.m. to 7 p.m. on November 4, 2025. Each voter must vote at the polling place in which the voter is registered. Please check the address label on this Informational Pamphlet for your polling place location.

---

/s/ Sonia Cornelio

City Clerk, City of San Luis, Arizona

## **INTRODUCTORY STATEMENT**

The city has prepared this sample ballot and Informational Pamphlet to provide qualified electors of the city with information concerning the Special Election.

The proposition being submitted for your consideration is that the Mayor and Councilpersons shall serve without compensation, benefits and/or travel allowances, as a city volunteer subject to all applicable federal and state laws, municipal ordinances and rules and regulations, including conflict of interest and ethics laws, ordinances, rules and regulations. The City shall not reimburse elected officers for any travel, meal, or lodging expenses incurred by the elected officer for any reason. Any and all city laws, ordinances, rules, and regulations adopted by the City setting Mayor and/or Councilpersons compensation, benefits and/or travel allowances are null and void. (Code 1982 § 2-1-5. Code 2012 § 30.024.)

## POLLING LOCATIONS

Yuma County Library  
San Luis Branch  
1075 North 6th Avenue  
San Luis, Arizona 85349

San Luis Medical Mall  
151 Oak Avenue  
San Luis, Arizona 85349

## HOURS DURING THE DAY WHEN THE POLLS WILL BE OPEN

The polling place shall be open from 6:00 a.m. to 7:00 p.m. on the date of the Special Election.

## OTHER IMPORTANT VOTER INFORMATION

A person is entitled to vote in the Special Election who has resided in a precinct in the boundaries of the city for 29 days preceding the Special Election, who is qualified to register to vote as provided in Section 16-101, Arizona Revised Statutes, as amended. The last day to register for the Special Election is October 6, 2025.

1. Please check the address label on this voter informational pamphlet for your polling place information.
2. Polling places will be open from 6:00 a.m. to 7:00 p.m.
3. Any qualified elector who is either physically or visually impaired or who is unable to read or understand the contents of the ballot may be accompanied into the voting booth by a person of such elector's choice to assist such elector in casting a vote.
4. Sample ballots may be brought to the voting place and may be taken into the voting booth on the day of the Special Election.
5. Any qualified elector who, at 7:00 p.m., is in line to vote will be allowed to prepare and cast a ballot.

## EARLY/ABSENTEE VOTING INFORMATION

Any qualified elector may vote an early/absentee ballot for the Special Election. Absentee/early voting concerning the Special Election shall be permitted by the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. Absentee/early voting information for the Special Election may be obtained by contacting:

Yuma County Voter Services  
102 South Main Street  
Yuma, Arizona 85364  
Telephone: (928) 373-6034  
8:00 a.m. to 5:00 p.m., Monday through Friday

## TO VOTE AN EARLY/ABSENTEE BALLOT IN PERSON

Appear in person at:

Yuma County Voter Services  
102 South Main Street  
Yuma, Arizona 85364  
Telephone: (928) 373-6034  
8:00 a.m. to 5:00 p.m., Monday through Friday

## TO OBTAIN AN EARLY/ABSENTEE BALLOT BY MAIL

Submit a written, signed request or call:

Yuma County Voter Services  
102 South Main Street  
Yuma, Arizona 85364  
Telephone: (928) 373-6034  
8:00 a.m. to 5:00 p.m., Monday through Friday

- a. If confined because of physical disability or illness, indicate the address of confinement and if assistance is needed.
- b. If you will be out of the city, indicate where to mail the early/absentee ballot.

Yuma County Voter Services must receive written or verbal requests for an early or absentee ballot before 5:00 p.m. on October 24, 2025, for the ballot to be mailed.

The returned early/absentee ballot must be received in the Yuma County Recorder's Office not later than 7:00 p.m. on election day, November 4, 2025, for the vote to be counted.

## TO OBTAIN FURTHER INFORMATION, CONTACT

**For Election Process, Voting Information and Voter Registration, and Early/Absentee Ballot Information:**

**Yuma County Election Services**  
102 South Main Street  
Yuma, Arizona 85364  
Telephone: (928) 373-1014  
8:00 a.m. to 5:00 p.m., Monday through Friday

**Yuma County Voter Services**  
102 South Main Street  
Yuma, Arizona 85364  
Telephone: (928) 373-6034  
8:00 a.m. to 5:00 p.m., Monday through Friday

If you are unsure if you are qualified to vote, please contact Yuma County Voter Services at the telephone number listed for that office.

**FORM OF OFFICIAL BALLOT**

**OFFICIAL BALLOT  
PROPOSITION 434**

**CITY COUNCIL COMPENSATION, BENEFITS, AND/OR TRAVEL ALLOWANCES**

The Mayor and Councilpersons shall serve without compensation, benefits and/or travel allowances, as a city volunteer subject to all applicable federal and state laws, municipal ordinances and rules and regulations, including conflict of interest and ethics laws, ordinances, rules and regulations. The City shall not reimburse elected officers for any travel, meal, or lodging expenses incurred by the elected officer for any reason. Any and all city laws, ordinances, rules, and regulations adopted by the City setting Mayor and/or Councilpersons compensation, benefits and/or travel allowances are null and void. (Code 1982 § 2-1-5. Code 2012 § 30.024.)

YES

NO

**PROPOSITION NO. 434  
ARGUMENTS FOR/AGAINST**

**ARGUMENTS FOR:**

**ARGUMENTS AGAINST:**

## **A LOS VOTANTES DE LA CIUDAD DE SAN LUIS, ARIZONA:**

La Alcaldesa y el Concilio de la Ciudad de San Luis, Arizona, de conformidad con la Resolucion Num. 2368 adoptada el 30 de Julio del 2025, han ordenado que se lleve a cabo una eleccion especial en y para la Ciudad de San Luis, Arizona (la "ciudad"), el 4 de Noviembre del 2025 (la "Eleccion Especial"). A los electores calificados de la ciudad se les pedira que voten sobre la compensacion, beneficios y/o asignaciones para viajes del Concilio Municipal.

Las personas que tienen derecho a votar en la Eleccion Especial deben haber residido en un recinto dentro de los limites de la ciudad durante los 29 dias anteriores a la Eleccion Especial, tener derecho a registrarse para votar segun lo dispuesto en la Seccion 16101, Estatutos Revisados de Arizona, en su forma enmendada, y que cuya inscripcion haya sido recibida por el Departamento de Elecciones del Condado de Yuma, Arizona, antes de la medianoche del dia 29 anterior a la fecha de la Eleccion Especial. El ultimo dia para registrarse para la Eleccion Especial es el 6 de Octubre del 2025.

El proposito de este Folleto Informativo es proporcionarle a usted informacion sobre la propuesta que aparecera en la boleta electoral para la Eleccion Especial. Este Folleto Informativo incluye una boleta de muestra y una lista de los lugares de votacion para la Eleccion Especial.

La preparacion de este Folleto Informativo es requerida por la ley Estatal y, en cumplimiento con la Ley Federal de Derecho al Voto (Federal Voting Rights Act), ha sido impreso en Ingles y en Español. Con el fin de estar preparado para ejercer plenamente su derecho al voto en la Eleccion Especial, se le insta a usted a leer detenidamente todo el material. Este Folleto Informativo puede llevarse a la urna de votacion en el dia de la Eleccion Especial.

Los lugares de votacion para la Eleccion Especial estaran abiertos de 6 a.m. a 7 p.m. el 4 de Noviembre del 2025. Cada votante puede votar en el centro de votacion enumerado en la Pagina 16.

---

/s/ Sonia Cornelio  
Secretaria Municipal, Ciudad de San Luis, Arizona

## **DECLARACION INTRODUCTORIA**

La ciudad ha preparado esta boleta de muestra y un Folleto Informativo para proporcionar a los electores calificados de la ciudad informacion sobre la Eleccion Especial.

La propuesta que se esta presentando para su consideracion es referente a el Alcalde y los Concejales deberan servir sin compensacion, beneficios y/o asignaciones para viajes, como voluntarios de la ciudad, sujetos a todas las leyes federales y estatales aplicables, ordenanzas municipales y normas y reglamentos, incluidos los relativos a conflictos de interes y leyes, ordenanzas, normas y reglamentos de etica. La Ciudad no reembolsara a los funcionarios electos por ningun gasto de viaje, alimentacion o alojamiento incurrido por cualquier motivo. Todas y cada una de las leyes, ordenanzas, normas y reglamentos de la ciudad adoptados por la Ciudad que establezcan compensacion, beneficios y/o asignaciones para viajes del Alcalde y/o los Concejales quedan nulos y sin efecto. (Codigo 1982 § 2-1-5. Código 2012 § 30.024.)

## LUGARES DE VOTACION

Biblioteca del Condado de Yuma  
Sucursal de San Luis  
(Yuma County Library – San Luis Branch)  
1075 North 6th Avenue  
San Luis, Arizona 85349

Centro Comercial Medico San Luis  
(Medical Mall)  
151 Oak Avenue  
San Luis, Arizona 85349

## HORAS DURANTE EL DIA EN LAS QUE LAS URNAS ESTARAN ABIERTAS

Los lugares de votacion estaran abiertos a las 6:00 a.m. y cerraran a las 7:00 p.m. en la fecha de la Eleccion Especial.

## OTRA INFORMACION IMPORTANTE PARA LOS VOTANTES

Para tener derecho a votar en la Eleccion Especial, una persona debe haber residido en un recinto en los limites de la ciudad durante los 29 dias anteriores a la Eleccion Especial, estar calificada para registrarse para votar segun lo dispuesto en la Seccion 16101, Estatutos Revisados de Arizona, en su forma enmendada. El ultimo dia para registrarse para la Eleccion Especial es el 6 de Octubre del 2025.

1. Por favor, revise la etiqueta de la direccion en este folleto informativo para obtener informacion sobre su lugar de votacion.
2. Los lugares de votacion estaran abiertos de 6:00 a.m. a 7:00 p.m.
3. Cualquier elector con derecho a voto que tenga una discapacidad fisica o visual y que no pueda leer o entender el contenido de la boleta electoral, puede ser acompañado en la urna de votacion por una persona de su eleccion con el proposito de ayudar a dicho elector a emitir su voto.
4. Las boletas de muestra se pueden llevar al lugar de votacion y a la urna de votacion en el dia de la Eleccion Especial.
5. A cualquier elector calificado que se encuentre en la fila de los votantes en espera a las 7:00 p.m., se le permitira preparar y emitir su voto.

## INFORMACION SOBRE LA VOTACION TEMPRANA/EN AUSENCIA

Cualquier elector calificado puede votar con una boleta temprana/en ausencia para la Eleccion Especial. La votacion en ausencia/temprana con respecto a la Eleccion Especial se permitira de acuerdo con las disposiciones del Titulo 16, Capitulo 4, Articulo 8, Estatutos Revisados de Arizona, en su forma enmendada. La informacion sobre la votacion en ausencia/temprana con respecto a la Eleccion Especial se puede obtener comunicandose con:

Servicios al Votante del Condado de Yuma  
(Yuma County Voter Services)  
102 South Main Street  
Yuma, Arizona 85364  
Telefono: (928) 373-6034  
8:00 a.m. a 5:00 p.m., de Lunes a Viernes

## **PARA VOTAR EN PERSONA EN UNA BOLETA TEMPRANA/EN AUSENCIA**

Presentarse en persona en:

Servicio al Votante del Condado de Yuma  
(Yuma County Voter Services)  
102 South Main Street  
Yuma, Arizona 85364  
Telefono: (928) 373-6034  
8:00 a.m. a 5:00 p.m., de Lunes a Viernes

## **PARA OBTENER UNA BOLETA TEMPRANA/EN AUSENCIA POR CORREO**

Presentar una solicitud por escrito firmada o llamar a:

Servicio al Votante del Condado de Yuma  
(Yuma County Voter Services)  
102 South Main Street  
Yuma, Arizona 85364  
Telefono: (928) 373-6034  
8:00 a.m. a 5:00 p.m., de Lunes a Viernes

Si esta confinado debido a una discapacidad fisica o enfermedad, indique la direccion del lugar de confinamiento y si se necesita asistencia.

Si usted va a estar fuera de la ciudad, indique a donde enviar por correo la boleta temprana/en ausencia.

Las solicitudes escritas o verbales para una boleta temprana/en ausencia deben ser recibidas por Servicios al Votante del Condado de Yuma (Yuma County Voter Services) antes de las 5:00 p.m. del 24 de Octubre del 2025, para que los Servicios al Votante envíen la boleta por correo.

La boleta temprana/en ausencia debe recibirse en la Oficina del Registro del Condado de Yuma a mas tardar a las 7:00 p.m. del día de la eleccion, el 4de Noviembre del 2025, para que la boleta se incluya en el conteo.

**PARA OBTENER MAS INFORMACION, PONGASE EN CONTACTO CON**

Para el Proceso Electoral, Informacion sobre la Votacion y el Registro de Votantes, e Informacion sobre las Boletas Tempranas/en Ausencia:

**Servicios de Elecciones del Condado de Yuma  
(Yuma County Election Services)**  
102 South Main Street  
Yuma, Arizona 85364  
Telefono: (928) 373-1014  
8:00 a.m. a 5:00 p.m., de Lunes a Viernes

**Servicios al Votante del Condado de Yuma  
(Yuma County Voter Services)**  
102 South Main Street  
Yuma, Arizona 85364  
Telefono: (928) 373-6034  
8:00 a.m. a 5:00 p.m., de Lunes a Viernes

Si usted no sabe si esta calificado para votar, usted debe comunicarse con Servicios al Votante del Condado de Yuma (Yuma County Voter Services) al numero de telefono de esa oficina.

**FORMATO DE LA BOLETA ELECTORAL OFICIAL**

**BOLETA ELECTORAL OFICIAL  
PROPUESTA NUM. 434  
COMPENSACION, BENEFICIOS, Y/O ASIGNACIONES PARA VIAJES DEL CONCILIO  
MUNICIPAL**

El Alcalde y los Concejales deberán servir sin compensación, beneficios y/o asignaciones para viajes, como voluntarios de la ciudad, sujetos a todas las leyes federales y estatales aplicables, ordenanzas municipales y normas y reglamentos, incluidos los relativos a conflictos de interés y leyes, ordenanzas, normas y reglamentos de ética. La Ciudad no reembolsará a los funcionarios electos por ningún gasto de viaje, alimentación o alojamiento incurrido por cualquier motivo. Todas y cada una de las leyes, ordenanzas, normas y reglamentos de la ciudad adoptados por la Ciudad que establezcan compensación, beneficios y/o asignaciones para viajes del Alcalde y/o los Concejales quedan nulos y sin efecto. (Código 1982 § 2-1-5. Código 2012 § 30.024.)

SI

NO

**PROPUESTA NUM. 434  
ARGUMENTOS A FAVOR/EN CONTRA**

**ARGUMENTOS A FAVOR:**

**ARGUMENTOS EN CONTRA:**

**CITY CLERK'S OFFICE**  
CITY OF SAN LUIS  
1090 EAST UNION STREET  
PO BOX 1170  
SAN LUIS, AZ 85349

PRESORTED  
U.S. POST  
**PAID**  
TUCSON,  
PERMIT NC



**OFFICIAL VOTING MATERIALS** – ONLY ONE PAMPHLET HAS BEEN MAILED TO EACH HOUSEHOLD CONTAINING A REGISTERED VOTER. PLEASE MAKE IT AVAILABLE TO ALL REGISTERED VOTERS IN THE HOUSEHOLD.

**MATERIALES OFICIALES ELECTORALES** - SOLAMENTE UNA FOLLETO SE HA ENVIADO A CADA DOMICILIO EN EL CUAL RESIDE UN VOTANTE REGISTRADO. FAVOR DE UTILIZARLO PARA TODOS LOS VOTANTES REGISTRADO EN SU DOMICILO.



## EXHIBIT C

### NOTICE

**CITY OF SAN LUIS  
REQUEST FOR PRO/CON ARGUMENTS  
SPECIAL ELECTION  
ON INITIATIVE TO BE HELD NOVEMBER 4, 2025**

The City of San Luis hereby gives notice pursuant to Resolution No. 2368, adopted by the City Council on July 30, 2025, establishing requests for arguments for and against the subject matter of the election by providing the notice. You may contact the City Clerk's Office at (928) 341-8520 for any questions.

**The deadline to submit such arguments is August 6, 2025.**

By order of the City of San Luis Council.

Signed:

---

Sonia Cornelio, City Clerk



## AVISO

### CIUDAD DE SAN LUIS SOLICITUD DE ARGUMENTOS PRO/CON ELECCION ESPECIAL SOBRE LA INICIATIVA EL DIA 4 DE NOVIEMBRE DEL 2025

La Ciudad de San Luis da aviso conforme a la Resolucion No. 2368, adoptada por el Concilio el 30 de Julio del 2025, estableciendo solicitudes de argumentos a favor y en contra del objeto de la eleccion mediante el envio del aviso. Se puede comunicar a la Oficina de la Secretaria Municipal al (928) 341-8520 para preguntas.

**La fecha limite para presentar dichos argumentos es el 6 de Agosto del 2025.**

Por orden del Concilio de la Ciudad de San Luis.

Firmado:

---

Sonia Cornelio, Secretaria Municipal