



# Order

No. 2025-11

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE SETTLEMENT AGREEMENT, THE JOINT MOTION FOR ENTRY OF CONSENT DECREE, THE JOINT PROPOSED CONSENT DECREE FOR CASE NO. 2:24-CV-00534 GETHSEMANI BAPTIST CHURCH VERSUS THE CITY OF SAN LUIS IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**BE IT ORDERED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1:** The settlement agreement, case number 2:24-CV-00534, titled Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona, which is attached to this Order as Exhibit 1, is by this Order approved and adopted.

**Section 2:** The joint motion for entry of consent decree, case number 2:24-CV-00534, titled Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona, which is attached to this Order as Exhibit 2, is by this Order approved and adopted.

**Section 3:** The joint proposed consent decree case number 2:24-CV-00534, titled Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona, which is attached to this Order as Exhibit 3, is by this Order approved and adopted.

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ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

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

**Section 6:** The Acting City Manager, the City Attorney, and the Director of the Development Services Department are authorized and directed to take all actions

necessary or desirable to give effect to this order.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of September 2025.

**OF SAN LUIS, ARIZONA**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# Exhibit 1

## SETTLEMENT AND RELEASE AGREEMENT

Parties: Gethsemani Baptist Church (the “Church”)  
City of San Luis (“San Luis” or the “City”)  
Collectively the “Parties” and individually the “Party”

Date: September \_\_, 2025

### RECITALS

**WHEREAS**, the Parties have been involved in litigation in the Federal District Court for the District of Arizona styled Gethsemani Baptist Church v. City of San Luis, Case No. 2:24-cv-00534-GBS. (the “Action”).

**WHEREAS**, the Parties wish to compromise and settle the Action under the terms set forth in this Settlement and Release Agreement (the “Agreement”) without change in their respective positions or any finding or admission of liability.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between the Parties as follows:

### COVENANTS

1. This Agreement and compliance with this Agreement shall not be construed as an admission by San Luis of any liability whatsoever, or as an admission by San Luis of any violation of the rights of the Church or any person, violation of any order, law, statute, duty, or contract whatsoever against the Church or any person. San Luis specifically disclaims any liability to the Church or any other person for any alleged violation of the rights of the Church

or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of any employees or agents of San Luis. Likewise, this Agreement and compliance with this Agreement shall not be construed as an admission by the Church of any liability, misconduct, or wrongdoing whatsoever.

2. The Church agrees to apply to San Luis for a Conditional Use Permit (“CUP”) within 21 days after the execution of this Agreement for the use of the property located at 1010 B Street, San Luis, AZ 85349 (the “ Church Property”) for community assembly as a church along with the operation of the Church’s food ministry for purposes of distributing food, clothes, and household goods for free to the public and for distributing food, clothes, and household goods to the Church’s ministry partners (the “Food Ministry”).

3. San Luis hereby waives all fees that would otherwise be payable to San Luis for the application and processing of the CUP.

4. San Luis will grant the Church a CUP if it contains the following conditions for its events during which members of the public are invited to the Church Property for participation in the Food Ministry:

- A. The Food Ministry events for purposes of distributing food, clothes, and household goods for free to the public may only take place at the Church Property on four (4) Saturdays each calendar month (the “Saturday Food Ministry Events”).
- B. The Saturday Food Ministry Events shall be limited to five (5) hours and shall take place between the hours of 7:00 a.m. and 12:00 p.m. This time frame encompasses both the time needed to unload the semi-trucks, set up the goods for distribution, engage in any religious worship, and to distribute the goods.
- C. The Church may use semi-trucks in connection with the Saturday Food Ministry Events, provided that such use is limited to unloading goods on the Church Property. The unloading of such goods from any semi-truck shall be completed

within two (2) hours. Unloading activities shall be limited to a two-hour (2-hour) window on the same day as the Saturday Food Ministry Events, between 7:00 a.m. and 9:00 a.m. The distribution of goods during Saturday Food Ministry Events will begin once the semi-trucks have departed from the Church Property. Semi-trucks and semi-trucks with trailers may not be stored at any time on the Church Property or on the residential streets near the Church. The Church agrees that it may only use semi-trucks in connection with its Saturday Food Ministry Events as described in this Paragraph 4(C).

- D. The Church agrees that the engine of any semi-truck that is being loaded or unloaded on its Property shall be turned off during loading and unloading. The Church further agrees that the driver of such trucks shall remain in the truck whenever possible and that blocks will be installed under the wheels of the truck during loading and unloading. The use of energized refrigerated trailers on the Church Property is limited to the two (2) hours needed to load or unload the trailer for the Saturday Food Ministry Events.
- E. The Church agrees that outdoor storage is limited to the Ramada existing as of the date of signing this Agreement on the Church Property (“Ramada”). Outdoor storage is limited to no more than ten (10) pallets of nonperishable goods. Any pallets stored outside shall consist of nonperishable goods and shall be no higher than five feet (5’). The Church agrees to keep the outdoor storage of food and other materials on Church Property to the Church’s Ramada and that such storage shall be done in a neat, tidy, and orderly manner that will not interfere with the public’s enjoyment of the playground and open space adjoining the Church’s Property.
- F. The Church will provide trash containers to encourage participants in its Food Ministry to properly dispose of any garbage generated by the Food Ministry. The Church will collect and dispose of all garbage generated by a Food Ministry distribution on the same day as the distribution event in a proper garbage receptacle adequate to accommodate the volume of waste produced.
- G. The Church agrees that all garbage and rubbish generated by the Food Ministry shall be removed from the Church Property a total of twice per week, every week, including on Monday. Moreover, the Church agrees to a special pick up within twenty-four (24) hours after the conclusion of a Holiday Food Ministry Event (as described in Paragraph 4(I)) or as soon as reasonably practical based upon the trash company’s holiday operational schedule. Additionally, the Church agrees to exclusively use commercial garbage receptacles equipped with locking lids for the disposal of waste. The Church agrees to ensure that the lids of these receptacles are securely locked at all times, except when waste is being deposited or removed.

- H. The Church agrees to maintain pest-free outdoor areas and structures through monthly pest control inspections. Upon the sighting of any pests, the Church shall use approved extermination methods that will not be injurious to human health.
- I. The Parties agree that the Church may schedule Christmas, Thanksgiving, and Día del Niño events (“Holiday Events”) on different days and for longer durations than the Saturday Food Ministry Events. Such events shall comply with an agreed layout for traffic circulation between the City and the Church to minimize traffic congestion and conflicts with neighboring properties. The Church must designate these Holiday Events to substitute for one of the permitted Saturday Food Ministry Events within that month. The Church shall provide the City with written notice of the Holiday Events at least four (4) weeks prior to the event.
- J. The Church agrees that all Food Ministry distributions must be confined to the Church’s Property. To allow for this, Church semi-trucks or other commercial vehicles must be promptly removed from the Church parking lot after unloading to encourage Food Ministry patrons to park in the Church’s parking lot for the distributions. If there is an overflow from the Church parking lot, vehicles may park around the perimeter of the retention basin adjacent to the Church parking lot or publicly available parking directly in front of the Church. The Church further agrees to engage in reasonable efforts, e.g., social media, in-person announcements during events, and from the pulpit, to inform Food Ministry patrons that parking is limited to the Church’s parking lot, publicly available parking directly in front of the Church, and around the perimeter of the adjacent retention basin. The Church agrees that all food or goods to be distributed will be confined to a single designated area consisting of four (4) contiguous parking spaces on the Church Property. No food or goods shall be distributed outside of this designated area. Additionally, the Church agrees to make its entire parking lot available for vehicles attending Food Ministry events with the exception of four (4) spaces used to facilitate the Saturday Food Ministry Events. The Church also agrees to relocate its trash enclosures to appropriate non-parking areas, ensuring that all parking spots in the Church parking lot are available for individuals attending Food Ministry events. The Church shall also designate a volunteer to provide on-site guidance to the public on proper parking locations.
- K. The Church agrees to operate its distribution events in an organized and orderly manner that allows for reasonable ingress and egress, including the management of vehicular and pedestrian foot traffic. The City agrees that the Church’s proposed operational plan, which is attached hereto as **Exhibit A**, allows for such reasonable ingress and egress of pedestrians. However, the Church shall have the option to alter its plan as long as doing so is consistent with the terms and spirit of this Agreement. The Church will notify the City of any significant changes to its operational plan in writing. Should the City have any objections,

it will timely notify the Church, and the Parties shall work together in good faith to resolve their differences.

- L. In addition to the Saturday Food Ministry Events and Holiday Events, the Church may also engage in the small-scale distribution of goods to its ministry partners on Fridays between 7:00 a.m. and 11:00 a.m. This time frame encompasses both the time needed to unload the goods, set them up for distribution, and to distribute the goods. These events will be operated in an organized and orderly manner, and the Church will collect and dispose of all garbage generated by the distribution on the same day in a proper garbage receptacle. The Parties agree that the Church, or its ministry partners, may not use semi-trucks in connection with the Friday ministry partner distributions.
  - M. Additionally, the Church may provide goods to individuals or families on a small-scale and as-needed basis. It is understood that individuals or families can always approach the Church for assistance, and the Church will accommodate them as needed, regardless of the timing of the distribution. As to small-scale distribution of goods, the Church agrees that the distributions will be limited to perishable items that must be distributed to maintain their usable condition, or goods that the Church does not have the capacity to store until the next Saturday Food Ministry event. If the small-scale distribution of goods must be conducted outside of a Saturday Food Ministry distribution, the Church agrees that the parking for such small-scale distributions shall be limited to what its parking lot can accommodate for parking of vehicles. In the event that the Church reasonably expects an event to exceed what its parking lot can accommodate on a day other than Saturday, the Church shall conduct such distributions at an off-site location upon securing permission from the appropriate landowner.
5. As part of the CUP process, the Church acknowledges that the City may hold one or more public hearings conducted by the San Luis Planning and Zoning Commission and the City Council regarding the terms of the CUP. The Church agrees to appear at such public hearings in support of the terms of the CUP as agreed to in this Agreement.
6. The Parties agree that the Church is allowed to collect voluntary donations at any of the Food Ministry's distribution events.
7. The City hereby provides an itemized list of any existing structures on the Church's Property for which the City does not have a record of an approved building permit.

This itemized list is attached as **Exhibit B**. Within sixty (60) calendar days of receipt of the payment set forth in Paragraph 11(a), the Church shall apply for such building permits. The City shall process such building permits in a timely manner and will not unreasonably withhold the approval of such permits. The City further agrees to waive all fees associated with such building permit applications. All applications are subject to review and approval based on applicable laws, codes, and regulations that shall be fairly applied to the Church's applications. In the event that any existing structure fails to meet the requirements of applicable codes or regulations for obtaining a building permit, the Church shall promptly make reasonable efforts to address the noncompliance in a timely manner.

8. The City agrees to repaint the parking spaces in the Church's parking lot in the manner described in **Exhibit C** to this Agreement. A total of thirty-eight (38) parking spaces shall be accommodated, including two (2) designated handicapped spaces. The purpose of repainting the parking spaces is to maximize the parking capacity on the Church Property and to minimize traffic congestion in the surrounding neighborhood.

9. The Church agrees to comply with all applicable city codes, ordinances, and regulations currently in effect, including the CUP described in Paragraphs 2-4 of this Agreement. Additionally, the Church agrees to comply with any future changes, amendments, or updates to such city codes, ordinances, and regulations, as may be enacted or amended from time to time. In the event that the Church fails to comply with applicable city codes, ordinances, regulations, or the CUP described in 2-4 of this Agreement, the City may enforce such violations. This enforcement includes the authority for City staff to issue citations for any such violations. However, nothing in this Agreement shall be understood to foreclose the

Church's right to file claims challenging such future enforcement actions or any future changes, amendments, or updates to such city codes, ordinances, and regulations to the extent they are inconsistent with Arizona law, federal law, or the U.S. Constitution.

10. Within five (5) days of executing this Agreement, the Parties shall jointly request that the Court enter a consent decree containing the terms discussed herein, along with dismissing all claims with prejudice and quashing all subpoenas.

11. The City shall pay the Church \$200,000 in attorneys' fees and costs according to the following schedule:

- a. \$100,000 will be paid within twenty-one (21) calendar days of entry of the Consent Decree; and
- b. \$100,000 will be paid on the first business day of the first anniversary of the Consent Decree, and the City shall incorporate in its fiscal year July 1, 2026 – June 30, 2027 budget a line item guaranteeing as much.

12. The Church, its employees, agents, members, insurers, and attorneys, on the one hand, and San Luis on the other hand, knowingly and voluntarily release and forever discharge each other, of and from any and all claims, known and unknown, asserted or unasserted, which the Parties have or may have against the other Party as of the date of execution of this Agreement, including, but not limited to, any federal, state or local law, rule, regulation, or ordinance and any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

13. The Parties agree that in the event either Party is in breach of any terms of the Agreement or consent decree, they will provide written notice of such a breach. If the breach is not cured within 14 days, the adversely affected Party may pursue all available legal and equitable remedies in a court of competent jurisdiction, including but not limited to injunctive relief and claims for damages. The Party prevailing in such action shall be entitled to recover reasonable costs, expenses, and attorneys' fees incurred.

14. The Parties acknowledge and agree that the mutual obligations and releases set forth herein constitute ample and adequate consideration for this Agreement.

15. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein, has been negotiated by the Parties and their respective counsel, and shall not be construed more strongly in favor of or against either of the Parties.

16. This Agreement supersedes and controls over all prior agreements, understandings, and discussions relating to the subject matter contained herein. This Agreement may not be modified except pursuant to a written agreement of the Party against whom enforcement is sought.

17. No waiver of any provision of this Agreement shall operate as a waiver of such provision or any other provision of this Agreement on a future occasion.

18. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby,

and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

19. This Agreement may be executed in two (2) or more counterparts, each of which shall have the same force and effect as the other, as one and the same instrument.

20. The Agreement shall become effective upon entry of the consent decree and shall be voidable if the Court denies the motion to enter the consent decree.

The Parties knowingly and voluntarily sign this Settlement Agreement as of the date(s) set forth below:

Gethsemani Baptist Church

City of San Luis

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

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

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

## **Gethsemani Baptist Church Saturday Distribution Operational Plan**

For Saturday distribution events, members of the public will be directed to enter the Church sanctuary through its front doors upon arriving at the Church Property. When entering the sanctuary, they will receive a queue number for the food distribution. Upon the conclusion of the religious services, the Church volunteers will call out queue numbers ten at a time and direct those individuals to exit the Church through the side door into the parking lot to obtain their goods. The distribution will continue in this manner until every person with a number has received goods from the Church, or until 12:00pm, whichever occurs first, in accordance with the time limits set forth in the Agreement.

# EXHIBIT B



# City of San Luis

## Development Services Department

Planning & Zoning • GIS • Building Safety • Code Enforcement

July 29, 2025

Gethsemani Church  
1010 E B street.  
San Luis AZ, 85349

This letter serves as formal notification of multiple unauthorized construction activities and violations of adopted building codes observed at the property identified as Gethsemani Church, located at the above-mentioned address within the City of San Luis. These findings are based on recent site evaluations conducted by the Building Safety Division.

The following issues were documented:

1. **Unpermitted Metal Shade Structure and Walk-in Cooler/Freezer Installation.** A metal shade structure measuring approximately 17 feet 8 inches in length by 9 feet 11 inches in width and 12 feet 8 inches in height has been constructed over a walk-in cooler and freezer unit. The structure was assembled using 4x4 metal tubing columns, 2x4 metal rafters spaced 48 inches on center, and a sheet metal roof covering, and is located approximately 6 feet 8 inches from the rear (north) property line. The cooler/freezer unit beneath the shade structure appears to be a prefabricated walk-in unit constructed of insulated panels approximately 4 feet wide by 8 feet high. It is undetermined whether the unit sits on a proper foundation or whether it is listed or approved for outdoor use. Visible sunken damage to the roof of the cooler/freezer was observed, likely caused by placing heavy loads on top of the unit, raising further concerns regarding structural safety and equipment integrity.

The City of San Luis Building Safety Division has no record of building permits, plan reviews, or approvals related to the installation of the walk-in cooler/freezer or the metal shade structure. The absence of permitting raises significant concerns regarding structural safety, zoning compliance, and the general conformance of these installations with applicable municipal regulations.

### 2. Electrical and Mechanical Code Violations – Walk-in Cooler/Freezer

The walk-in cooler/freezer unit presents several code-related deficiencies:

- Electrical connection boxes located on the roof are open and contain exposed wiring. These boxes do not appear to be listed for weatherproof use.
- Penetrations made through the roof for electrical conduits and refrigeration gas piping lack proper sealing, which poses a risk of water infiltration and subsequent damage or equipment failure.



# City of San Luis

## Development Services Department

Planning & Zoning • GIS • Building Safety • Code Enforcement

- The electrical feeder serving the cooler originates on an existing electrical service from an adjacent lot to the east, terminating at a subpanel mounted on the north wall of the cooler. This panel was found with an open knockout at its base, where a weatherproof cover is required but not provided.
- While the installed breakers appear to have appropriate ampacity, no circuit identification labels were observed.
- The cooling equipment affixed to the cooler unit roof appears to bear UL (Underwriters Laboratories) certification.

### 3. Attached Covered Patio Structure – East Side of Main Church Building

An existing covered patio attached to the east side of the main church building measures approximately 50 feet in length by 14 feet in width. It consists of:

- 2x8 wood rafters spaced 24" on center, supported by 6x10 beams over 6x6 columns, spaced 10 feet apart.
- ½-inch plywood sheathing for roof covering.
- The structure has been enclosed with 2x4 wood stud walls, spaced 48" on center between the patio columns and sheathed with ½-inch OSB.

City inspection revealed that no footings were provided to support the newly constructed walls, which raises concerns about structural stability. Furthermore, this construction lacks required permits, approved plans, and inspection documentation.

***Note: During our inspection, Pastor Castro indicated that the enclosed walls are "temporary".***

As per Building Code, regardless of future intent, current conditions of these walls must comply with all applicable codes and regulations.

Additionally, it was observed that several electrical light fixtures were installed on the patio, at least one of which is hanging from the roof missing proper fasteners and connected via a substandard electrical installation.

### 4. Unpermitted Accessory Building – North Property Line

A small accessory building located at zero lot line setback from the north property boundary was observed. This structure measures approximately 8 feet 8 inches in width by 16 feet in length and 8 feet in height. It is constructed of wood framing placed over a wood deck floor, with ½-inch wood siding on exterior walls.



# City of San Luis

## Development Services Department

Planning & Zoning • GIS • Building Safety • Code Enforcement

The Building Safety Division has no record of any permits issued for this accessory building. Entry for inspection was not possible, as the access door was locked during the visit. Therefore, the extent of interior construction or use cannot be verified at this time.

### 5. Additional Unpermitted Enclosed Patio – North Side of Church Building

An additional enclosed patio structure was observed at the rear (north) side of the main church building. This structure features two exterior doors on the north side and one door on the east side. All doors were locked at the time of the inspection, and therefore the interior was not accessible for evaluation.


The following issues were noted from the exterior:

- A rooftop-mounted air conditioning unit is installed on this enclosure.
- Attached to the roof overhang is a sheet metal duct system, routed along the exterior of the building. This ductwork lacks required thermal insulation.
- A substandard electrical conduit installation and PVC plumbing penetrate the east wall into the interior of the enclosure.
- No permits, plans, or inspection records were found in the City's files for this structure.

All construction and improvements on commercial properties within the City of San Luis including religious and institutional buildings must comply with adopted building codes and permitting procedures. The structures and modifications detailed above appear to have been completed without proper authorization or professional oversight and may present life safety hazards to occupants and visitors.

Construction plans to address all code violations—electrical, mechanical, and structural—shall be prepared by a State of Arizona registered design professional and executed by a licensed contractor.

If there are any questions regarding compliance procedures or the owner would like to schedule a meeting to discuss this matter further, he can contact City of San Luis Building Safety Division office.

  
Joaquin L. Campa  
Building Official  
City of San Luis

July 29, 2025

Address: 1010 E. B St.

- **Refrigerator/Freezer and surroundings**

- Need to define if the walk-in refrigerator/freezer is designed for outdoor installation.
- The following are a few requirements for outdoor installation:
  - The installation of outdoor cooler units requires a concrete slab to be built.
  - Outdoor units must be built with weather resistant materials including specific finishes. A mesa profile is often used on the metal to provide protection from outdoor conditions.
  - Outdoor walk-in coolers can be directly affected by harsh outdoor conditions, including rain, snow, and wind, which must be considered in the design and manufacturing process.
- Unit shows weather damage on joints and at bottom of unit sitting on concrete slab.
- The unit is currently not in operation as it requires maintenance repairs.
- Clear items surrounding walk-in refrigerator/freezer





- **Electrical Sub-panel behind walk-in refrigerator/freezer**

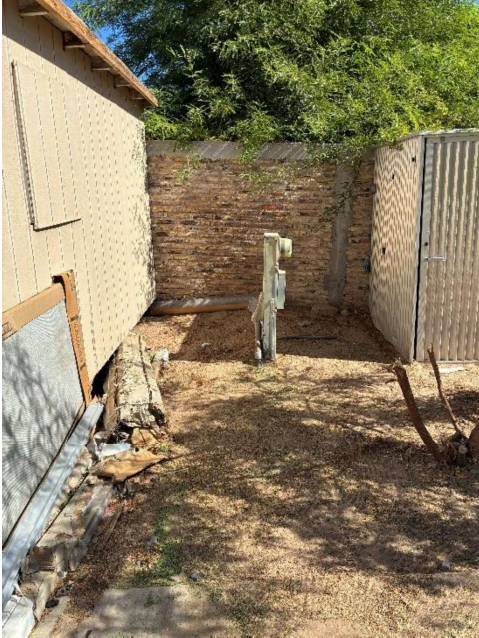
- Top of sub-panel is sealed
- Panel is missing labels
- Bottom part of panel is missing knock-out covers



- **Shade Structure over refrigerator/freezer (No permit on record)**
  - 4"x4" metal post in concrete – Need to verify footings for posts
  - Post on the southwest corner shows a bent from being hit with something



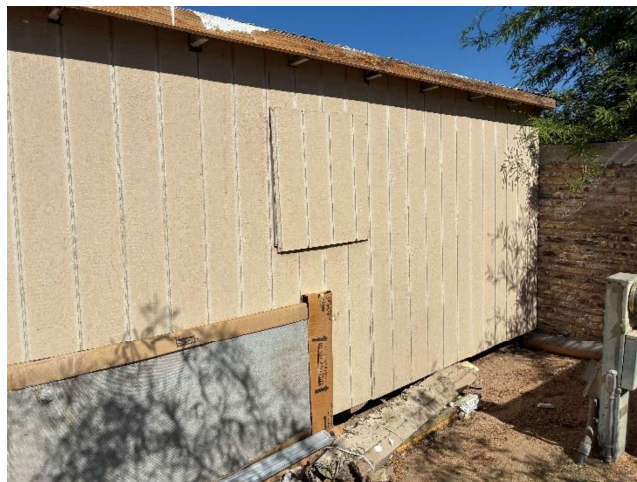
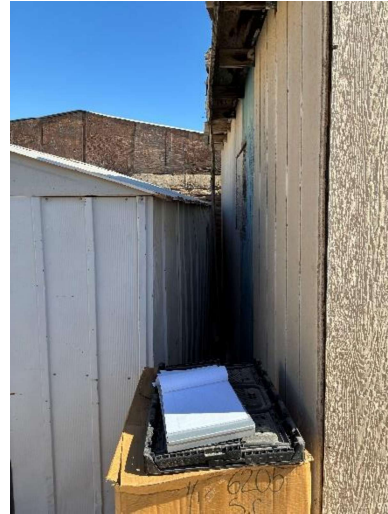
- **Electrical Power Pedestal feeding refrigerator/freezer:**
  - Electrical pedestal on east side of storage containers feeds power to walk-in refrigerator/freezer through 2" buried conduit
  - Switch missing cover for weather protection
  - Pedestal is located at 1018 E. B Street, separate parcel from 1010 E. B Street





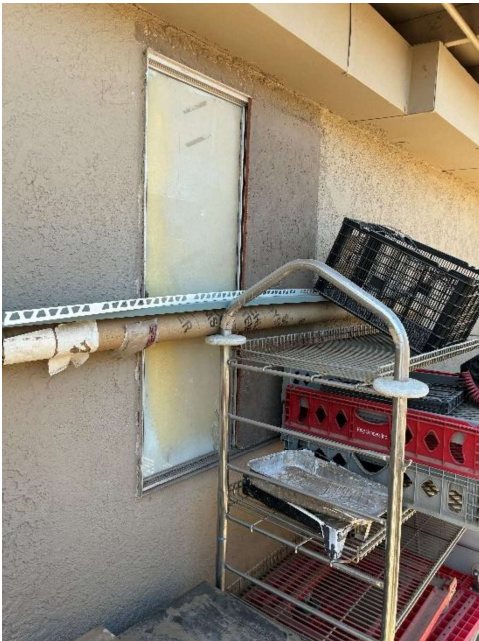
- **Storage Structures on the east side of refrigerator/freezer**

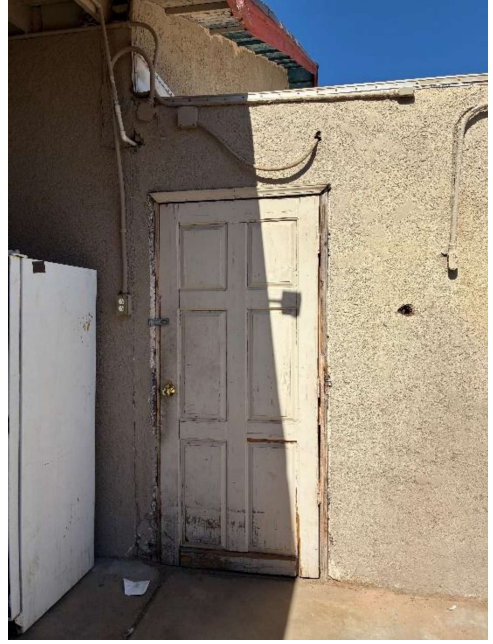
- Both storage structures are sitting right next to each other and have a zero setback from the back of the property.
- Wood structure shows weather damage all around.



- **Behind Church Main Building**

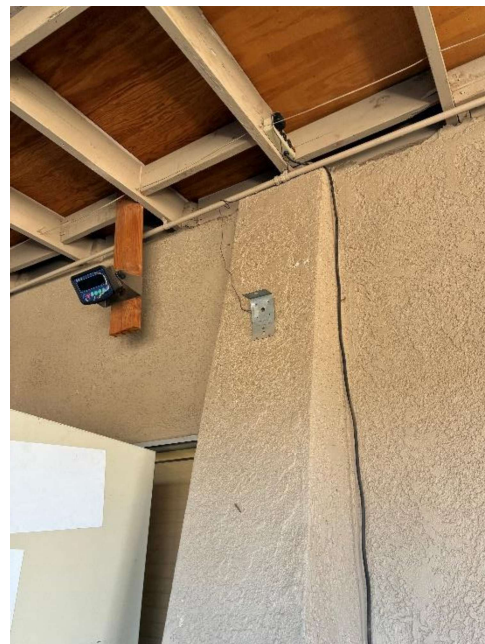
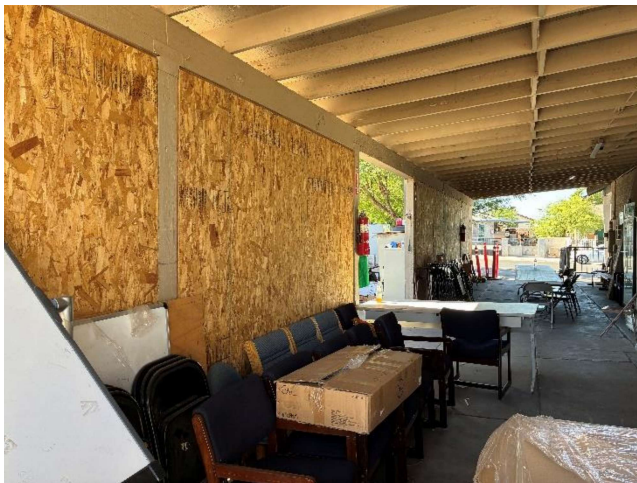
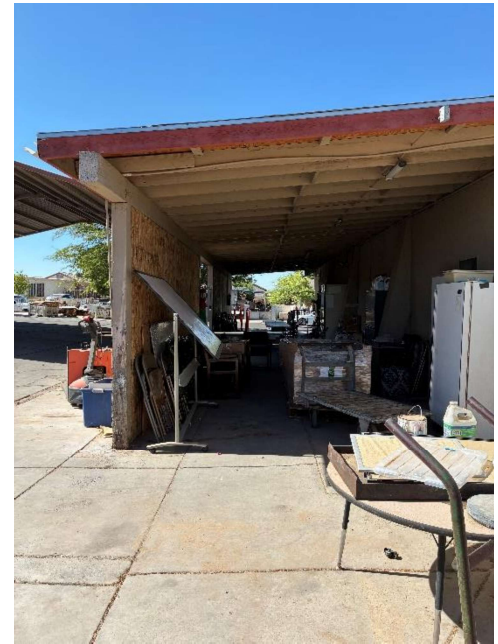
- A building permit was issued to add patio addition on the back
- No permit on record for enclosing this area
- Currently it has a side door on the east side and two windows and two doors to the back (south) of the building
- A/C unit installed has duct work running on the outside of the building
- Windows are blocked and walk-way access to the west side is blocked with several items
- Sub-standard plumbing and electrical coming out of the east side of the addition

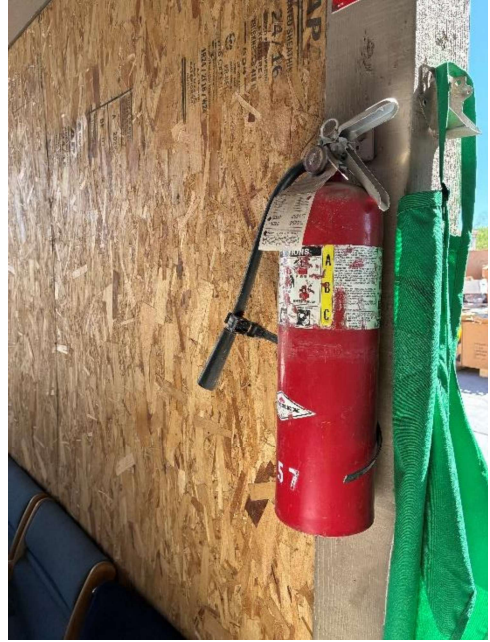




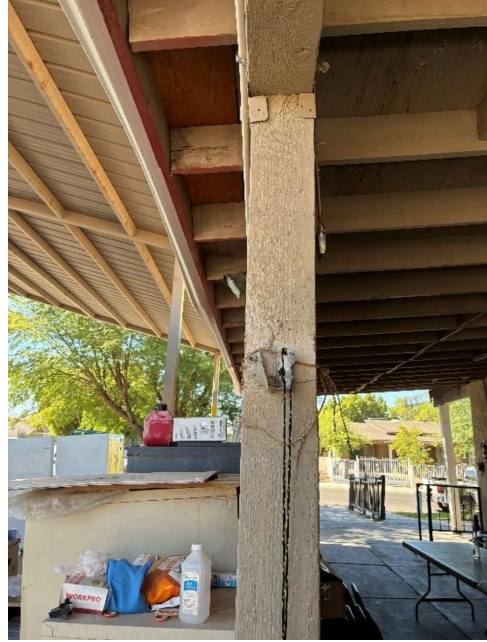
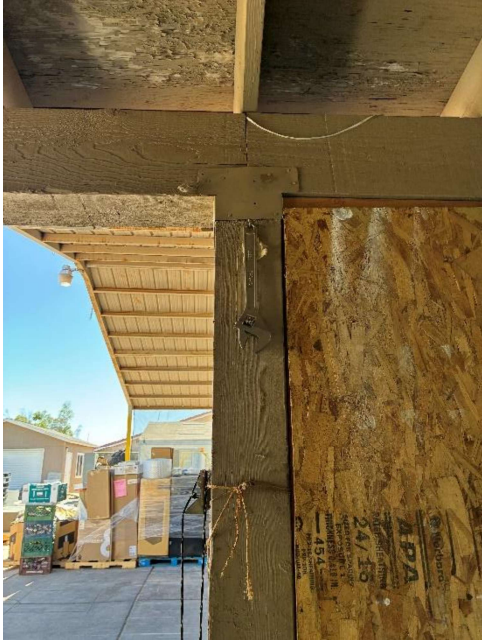
- **Shade Structure attached on the East side of Church**

- Attached shade structure is 14' x 50'.
- East side partially framed with 2x4 studs and covered with ½ inch plywood
- Five 6"x6" post columns every 10 ft. with 2x8 rafters at 24" o.c. for ceiling covered with ½ inch plywood, rafters sitting on 6x10 beams
- Mechanical connections missing nails in several locations
- Sub-standard electrical and plumbing work
- Light fixture installations not secure









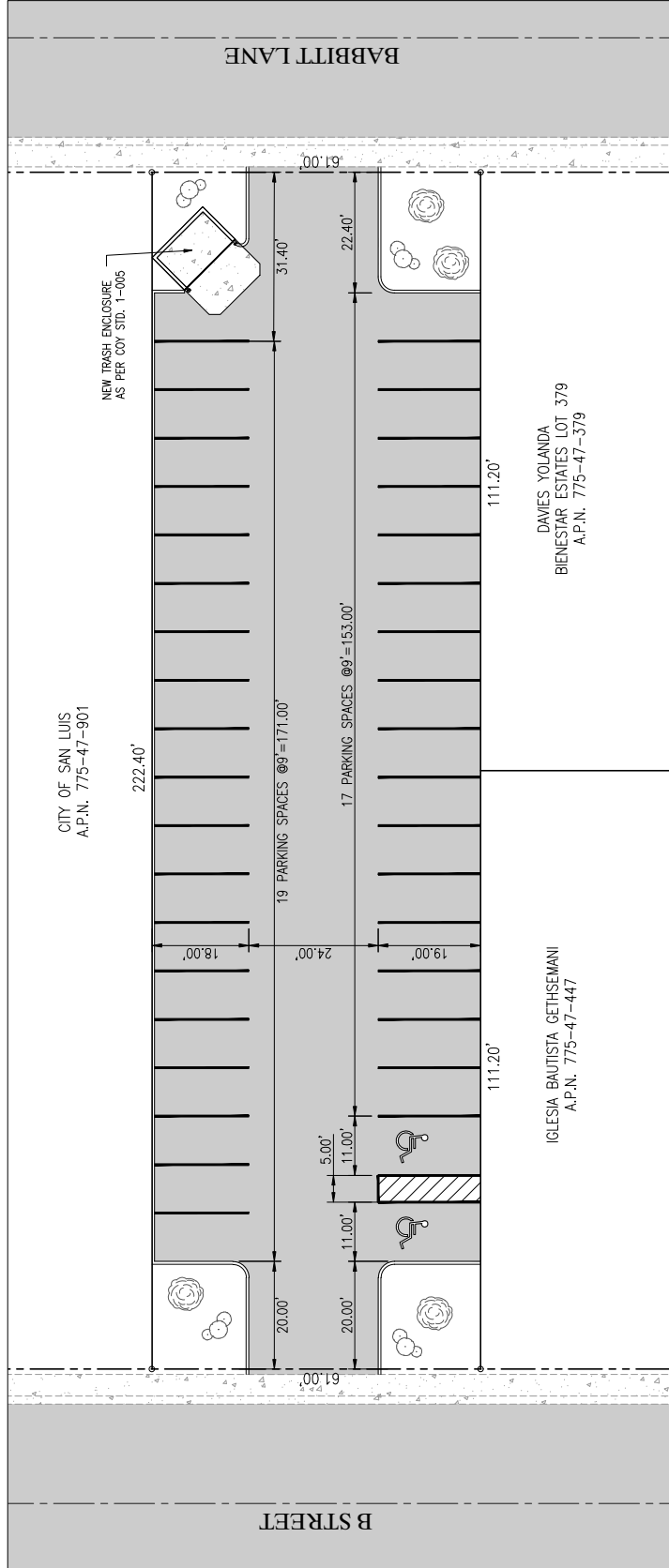
# EXHIBIT C



# GETHSEMANI PARKING LOT



SCALE 1"=10'



## LEGEND

- CENTERLINE
- - - PROPERTY LINE
- ROW LINE
- EXISTING CURB
- EXISTING ASPHALT
- EXISTING CONCRETE
- NEW STRIPING
- NEW CURB

## OWNER

IGLESIA BAUTISTA GETHSEMANI  
 PO BOX 3178  
 SAN LUIS, ARIZONA 85549

## SITE

IGLESIA BAUTISTA GETHSEMANI  
 992 E B STREET  
 SAN LUIS, ARIZONA 85549  
 A.P.N. 775-47-447

## PARKING SPACES

19 STANDARD PARKING SPACES  
 3 HANDICAP PARKING SPACES  
 TOTAL PARKING SPACES PROVIDED = 28

## OWNER

DAVIES YOLANDA  
 BIENESTAR ESTATES LOT 379  
 A.P.N. 775-47-379

CITY OF SAN LUIS	
SCALE: 1"=10'	DRAWN BY: JH
DATE: 7/29/2024	IGLESIA BAUTISTA GETHSEMANI PARKING LOT
SITE PLAN	SHEET NO. C-1

# Exhibit 2

1 Ryan J. Regula (#028037)  
Charlene A. Warner (#037169)  
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*Attorneys for Plaintiff Gethsemani Baptist  
Church*

16 **IN THE UNITED STATES DISTRICT COURT**  
17 **FOR THE DISTRICT OF ARIZONA**

19 Gethsemani Baptist Church, an Arizona  
20 nonprofit corporation,

21 Plaintiff,

22 v.

23 City of San Luis, a political subdivision of the  
State of Arizona,

24 Defendant.

No. 2:24-cv-00534-GMS

**JOINT MOTION FOR ENTRY OF  
CONSENT DECREE**

25 Plaintiff Gethsemani Baptist Church (the “Church”) and Defendant City of San Luis  
26 (the “City”; and with the Church, the “Parties”) respectfully move this Court, pursuant to  
27 28 U.S.C. §§ 1331, 1343(a), 1367, 2201, and 2202 and 42 U.S.C. §§ 1983, 1988, and

1 2000cc-2, to enter the Consent Decree attached hereto as **Exhibit A** (the “Consent Decree”).

2 In support of this motion, the Parties state as follows:

3  
4 1. The Parties have reached a comprehensive settlement that fully resolves all  
5 claims asserted in this action. The settlement is embodied in the Settlement and Release  
6 Agreement (the “Settlement Agreement”), attached hereto as **Exhibit B**, and the proposed  
7 Consent Decree.

8  
9 2. As part of the Settlement Agreement, the parties have agreed to the terms of  
10 the Consent Decree, which enforce certain aspects of the Settlement Agreement.

11 3. The settlement is expressly contingent upon the Court’s approval and entry  
12 of the Consent Decree.

13  
14 4. The Parties stipulate that this Consent Decree is fair, reasonable, and  
15 equitable; is not a product of collusion; and safeguards the public interest by ensuring  
16 compliance with federal, state, and local law.

17  
18 5. Entry of the Consent Decree will conserve judicial resources, avoid the  
19 expense and uncertainty of further litigation, and implement the parties’ negotiated  
20 resolution.

21 6. The Parties request that the Court enter the Consent Decree at the earliest date  
22 possible so that implementation of the Consent Decree can begin. Should the Court have  
23 questions, the parties, through counsel, are prepared to appear jointly before the Court to  
24 explain any provisions.  
25

26 WHEREFORE, the parties jointly and respectfully request that the Court (a) enter  
27 the Consent Decree in the form attached as Exhibit A; and (b) retain jurisdiction solely for  
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the purpose of enforcing the Consent Decree and the parties' settlement agreement

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DATED this \_\_\_\_ day of September, 2025.

SNELL & WILMER L.L.P.

By: /s/ Ryan N. Gardner

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Baptist Church*

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GAMMAGE & BURNHAM, P.L.C.

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

Richard K. Mahrle  
Cameron Artigue  
Ivan Gonzalez  
40 North Central Avenue, 20th Floor  
Phoenix, AZ 85004

*Attorneys for Defendant City of San Luis*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that I served the foregoing papers by causing true and accurate copies of such papers to be transmitted to all counsel of record via electronic mail on September \_\_\_\_, 2025.

/s/ Ryan N. Gardner  
Ryan N. Gardner

# **Exhibit 3**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Gethsemani Baptist Church, an Arizona  
nonprofit corporation,

Plaintiff,

v.

City of San Luis, a political subdivision of the  
State of Arizona,

Defendant.

No. 2:24-cv-00534-GMS

**[PROPOSED] CONSENT DECREE**

This Consent Decree is entered into by and between Gethsemani Baptist Church (the “Church”) and the City of San Luis (the “City”; and with the Church, the “Parties”).

**WHEREAS**, the Church is a Christian Church located at 1010 B Street, San Luis, AZ 85349 (the “Church Property”).

**WHEREAS**, the Church operates a food ministry as part of its religious beliefs and mission for the purposes of distributing food, clothes, and household goods for free to the public and for distributing food, clothes, and household goods to the Church’s ministry partners (the “Food Ministry”).

**WHEREAS**, the City initiated enforcement of its ordinances against the Church in September 2023 based on alleged violations of the City’s ordinances related to the Church’s operation of the Food Ministry.

**WHEREAS**, the Church initiated the above-captioned action (the “Action”) on March 13, 2024 alleging violations of the U.S Constitution, the Religious Land Use and Institutionalized Persons Act, and the Arizona Free Exercise of Religion Act by the City.

**WHEREAS**, the City denies the Church’s allegations and denies all liability or wrongdoing.

**WHEREAS**, seeking to resolve the Action without the expense, delays, risks, and uncertainties of litigation, the Parties have entered a Settlement Agreement without the

1 adjudication, admission, finding, holding, or determination on the merits of either Party’s  
2 case, which is contingent, in part, on the Court’s entry of a consent decree (“Consent  
3 Decree”).

4 Having reviewed the Parties’ submission, **it hereby is ORDERED, ADJUDGED,**  
5 **and DECREED as follows:**

6 1. This Court has subject matter jurisdiction over the Action and authority to  
7 enter the requested relief under 28 U.S.C. §§ 1331, 1343(a), 1367, 2201, and 2202 and 42  
8 U.S.C. §§ 1983, 1988, and 2000cc-2.

9 2. This Consent Decree and the City’s consent to entry of this Consent Decree  
10 is not an admission or concession of liability by the City, is not an admission or concession  
11 by the City as to the merits of the Church’s case, and is not a finding by this Court as to the  
12 merits of any claims or defenses in this case.

13 3. This Consent Decree is entered solely to enforce the terms of the Parties’  
14 Settlement Agreement, and nothing herein creates any obligations, rights, or duties beyond  
15 those expressly set forth in that Settlement Agreement.

16 4. All Parties, having been fully advised by counsel, consent to the entry of the  
17 Consent Decree.

18 **I. Injunctive Relief**

19 5. The City is ordered to, within 120 calendar days of receiving an application  
20 from the Church, issue a Conditional Use Permit (“CUP”) pursuant to San Luis City Code  
21 § 18.15.040 for the use of property located at 1010 B Street, San Luis, AZ 85349 (the  
22 “Church Property”) as a community assembly as a church along with the operation of the  
23 Church’s Food Ministry. The conditions for the issuance of the Church’s CUP shall be  
24 limited to the following:

- 25 A. The Food Ministry events for purposes of distributing food, clothes, and  
26 household goods for free to the public may only take place at the Church  
27 Property on four (4) Saturdays each calendar month (the “Saturday Food  
28 Ministry Events”).

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- B. The Saturday Food Ministry Events shall be limited to five (5) hours and shall take place between the hours of 7:00 a.m. and 12:00 p.m. This time frame encompasses both the time needed to unload the semi-trucks, set up the goods for distribution, engage in any religious worship, and to distribute the goods.
  
- C. The Church may use semi-trucks in connection with the Saturday Food Ministry Events, provided that such use is limited to unloading goods on the Church Property. The unloading of such goods from any semi-truck shall be completed within two (2) hours. Unloading activities shall be limited to a two-hour (2-hour) window on the same day as the Saturday Food Ministry Events, between 7:00 a.m. and 9:00 a.m. The distribution of goods during Saturday Food Ministry Events will begin once the semi-trucks have departed from the Church Property. Semi-trucks and semi-trucks with trailers may not be stored at any time on the Church Property or on the residential streets near the Church. The Church agrees that it may only use semi-trucks in connection with its Saturday Food Ministry Events as described in Paragraph 4(C) of the Parties' Settlement Agreement.
  
- D. The Church agrees that the engine of any semi-truck that is being loaded or unloaded on its Property shall be turned off during loading and unloading. The Church further agrees that the driver of such trucks shall remain in the truck whenever possible and that blocks will be installed under the wheels of the truck during loading and unloading. The use of energized refrigerated trailers on the Church Property is limited to the two (2) hours needed to load or unload the trailer for the Saturday Food Ministry Events.
  
- E. The Church agrees that outdoor storage is limited to the Ramada existing as of the date of signing this Agreement on the Church Property ("Ramada"). Outdoor storage is limited to no more than ten (10) pallets of nonperishable goods. Any pallets stored outside shall consist of nonperishable goods and shall be no higher than five feet (5'). The Church agrees to keep the outdoor storage of food and other materials on Church Property to the Church's Ramada and that such storage shall be done in a neat, tidy, and orderly manner that will not interfere with the public's enjoyment of the playground and open space adjoining the Church's Property.
  
- F. The Church will provide trash containers to encourage participants in its Food Ministry to properly dispose of any garbage generated by the Food Ministry. The Church will collect and dispose of all garbage generated by a Food Ministry distribution on the same day as the distribution event in a proper garbage receptacle adequate to accommodate the volume of waste produced.
  
- G. The Church agrees that all garbage and rubbish generated by the Food Ministry shall be removed from the Church Property a total of twice per week, every week, including on Monday. Moreover, the Church agrees to a special

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pick up within twenty-four (24) hours after the conclusion of a Holiday Food Ministry Event (as described in Paragraph 4(I) of the Parties' Settlement Agreement) or as soon as reasonably practical based upon the trash company's holiday operational schedule. Additionally, the Church agrees to exclusively use commercial garbage receptacles equipped with locking lids for the disposal of waste. The Church agrees to ensure that the lids of these receptacles are securely locked at all times, except when waste is being deposited or removed.

- H. The Church agrees to maintain pest-free outdoor areas and structures through monthly pest control inspections. Upon the sighting of any pests, the Church shall use approved extermination methods that will not be injurious to human health.
- I. The Parties agree that the Church may schedule Christmas, Thanksgiving, and Día del Niño events ("Holiday Events") on different days and for longer durations than the Saturday Food Ministry Events. Such events shall comply with an agreed layout for traffic circulation between the City and the Church to minimize traffic congestion and conflicts with neighboring properties. The Church must designate these Holiday Events to substitute for one of the permitted Saturday Food Ministry Events within that month. The Church shall provide the City with written notice of the Holiday Events at least four (4) weeks prior to the event.
- J. The Church agrees that all Food Ministry distributions must be confined to the Church's Property. To allow for this, Church semi-trucks or other commercial vehicles must be promptly removed from the Church parking lot after unloading to encourage Food Ministry patrons to park in the Church's parking lot for the distributions. If there is an overflow from the Church parking lot, vehicles may park around the perimeter of the retention basin adjacent to the Church parking lot or publicly available parking directly in front of the Church. The Church further agrees to engage in reasonable efforts, e.g., social media, in-person announcements during events, and from the pulpit, to inform Food Ministry patrons that parking is limited to the Church's parking lot, publicly available parking directly in front of the Church, and around the perimeter of the adjacent retention basin. The Church agrees that all food or goods to be distributed will be confined to a single designated area consisting of four (4) contiguous parking spaces on the Church Property. No food or goods shall be distributed outside of this designated area. Additionally, the Church agrees to make its entire parking lot available for vehicles attending Food Ministry events with the exception of four (4) spaces used to facilitate the Saturday Food Ministry Events. The Church also agrees to relocate its trash enclosures to appropriate non-parking areas, ensuring that all parking spots in the Church parking lot are available for individuals

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attending Food Ministry events. The Church shall also designate a volunteer to provide on-site guidance to the public on proper parking locations.

- K. The Church agrees to operate its distribution events in an organized and orderly manner that allows for reasonable ingress and egress, including the management of vehicular and pedestrian foot traffic. The City agrees that the Church's proposed operational plan, which is attached as Exhibit A to the Parties' Settlement Agreement, allows for such reasonable ingress and egress of pedestrians. However, the Church shall have the option to alter its plan as long as doing so is consistent with the terms and spirit of this Agreement. The Church will notify the City of any significant changes to its operational plan in writing. Should the City have any objections, it will timely notify the Church, and the Parties shall work together in good faith to resolve their differences.
  
- L. In addition to the Saturday Food Ministry Events and Holiday Events, the Church may also engage in the small-scale distribution of goods to its ministry partners on Fridays between 7:00 a.m. and 11:00 a.m. This time frame encompasses both the time needed to unload the goods, set them up for distribution, and to distribute the goods. These events will be operated in an organized and orderly manner, and the Church will collect and dispose of all garbage generated by the distribution on the same day in a proper garbage receptacle. The Parties agree that the Church, or its ministry partners, may not use semi-trucks in connection with the Friday ministry partner distributions.
  
- M. Additionally, the Church may provide goods to individuals or families on a small-scale and as-needed basis. It is understood that individuals or families can always approach the Church for assistance, and the Church will accommodate them as needed, regardless of the timing of the distribution. As to small-scale distribution of goods, the Church agrees that the distributions will be limited to perishable items that must be distributed to maintain their usable condition, or goods that the Church does not have the capacity to store until the next Saturday Food Ministry event. If the small-scale distribution of goods must be conducted outside of a Saturday Food Ministry distribution, the Church agrees that the parking for such small-scale distributions shall be limited to what its parking lot can accommodate for parking of vehicles. In the event that the Church reasonably expects an event to exceed what its parking lot can accommodate on a day other than Saturday, the Church shall conduct such distributions at an off-site location upon securing permission from the appropriate landowner.
  
- N. The Church is allowed to collect voluntary donations at any of the Food Ministry's distribution events.

1           6.       The City shall waive all fees that would otherwise be payable to the City for  
2 the application and processing of the CUP.

3           7.       As part of the CUP process, the City may hold one or more public hearings  
4 conducted by the San Luis Planning and Zoning Commission and the City Council  
5 regarding the terms of the CUP. The Church shall appear at such public hearings in support  
6 of the terms of the CUP.

7           8.       The City shall repaint the parking spaces in the Church’s parking lot in the  
8 manner described in Exhibit C to the Parties’ Settlement Agreement. A total of thirty-eight  
9 (38) parking spaces shall be accommodated, including two (2) designated handicapped  
10 spaces.

11          9.       Upon receiving building permit applications for any structure on the Church  
12 Property for which the City does not have a record of an approved building permit within  
13 the agreed-upon 60-day period set forth in the Settlement Agreement, the City shall process  
14 such building permits in a timely manner and will not unreasonably withhold the approval  
15 of such permits. An itemized list of existing structures on the Church’s Property for which  
16 the City does not have a record of an approved building permit is attached as Exhibit B to  
17 the Parties’ Settlement Agreement. All Church applications are subject to review and  
18 approval based on applicable laws, codes, and regulations. The City shall waive all fees  
19 associated with such building permit applications. In the event that any existing structure  
20 fails to meet the requirements of applicable laws, codes or regulations for obtaining a  
21 building permit, the Church shall promptly make reasonable efforts to address the  
22 noncompliance in a timely manner.

23          10.      Consistent with the term of the Church’s CUP, the City shall permit the  
24 Church to operate its Food Ministry, and to do so for as long as the Church uses the Church  
25 Property. This provision, however, shall not prevent the City from enforcing its laws in a  
26 manner consistent with federal, state, and local law.

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1 **II. Financial Terms**

2 11. The City shall pay the Church \$200,000 (“Settlement Amount”) according to  
3 the following payment schedule:

4 A. \$100,000 will be paid within twenty-one (21) days of the entry of this Decree;  
5 and

6 B. \$100,000 will be paid on the first anniversary of the Decree.

7 12. If the City fails to make any payment set forth in ¶ 11 on or before the due  
8 date, all remaining payments shall become immediately due.

9 13. As a guarantee for the payment of the full Settlement Amount, the City shall  
10 incorporate in its fiscal year July 1, 2026 – June 30, 2027 budget a line item guaranteeing  
11 the Settlement Amount set forth in ¶ 11(b).

12 **III. Enforcement**

13 14. This Consent Decree shall become effective immediately upon its entry by  
14 this Court.

15 15. This Court shall retain jurisdiction of the Action for purposes of enforcement  
16 of the Consent Decree and the Settlement Agreement.

17 16. In the event either party is in breach of any terms of the Consent Decree or  
18 Settlement Agreement, the non-breaching Party will provide written notice of such a breach.  
19 If the breach is not cured within 14 days, the adversely affected party may pursue all  
20 available legal and equitable remedies in a court of competent jurisdiction, including but  
21 not limited to injunctive relief and claims for damages.

22 17. In any action or proceeding to enforce the Consent Decree or the Settlement  
23 Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys'  
24 fees.

25 **IV. Final Judgment**

26 18. This Consent Decree constitutes the Court’s final judgment in the Action. All  
27 pending motions are denied as moot. All subpoenas issued in the Action are hereby quashed.

28 19. All claims against the City are dismissed with prejudice.

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The undersigned, being duly advised by counsel and having the authority to do so,  
consent to and hereby apply for entry of this Consent Decree:

Gethsemani Baptist Church

City of San Luis

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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