



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, September 17, 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 Miércoles, 17 de Septiembre 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 9/15/2025
ITEMS WERE RENUMBERED ACCORDINGLY



AGENDA
Special Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 17, 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. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
 3. A. Discussion and possible action on any and all matters regarding Order No. 2025-11. An Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement, the joint motion for entry of consent decree, and 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. **(Kay Marion Macuil, City Attorney)** **Approved**
 3. B. Discussion and possible action on any and all matters regarding the appointment of poll workers for the Special Election scheduled for November 4, 2025. **(Sonia Cornelio, City Clerk)** **Approved**
 3. C. Discussion and possible action on any and all matters regarding the designation of polling places and drop-off locations for the Special Election scheduled for November 4, 2025. **(Sonia Cornelio, City Clerk)** **Approved**

- 3. D.** Discussion and possible action on any and all matters regarding the engagement of services with Consultant Engineering, Inc. to assist the City of San Luis with the development of the Capital Improvement Program. **(Tomas Sanchez, City Engineer)** **Approved**
- 3. E.** Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed Change Order No. 10 from MGC Contractors, Inc. pertaining to the new well and treatment unit project. **(Jorge Perez, Assistant Director of Public Works)** **Approved**
- 3. F.** Discussion and possible action on any and all matters regarding authorization to purchase annual medical evaluations and screenings for Police Department staff using Fiscal Year 2025-2026 Budgeted Funds. **(Damian Miller, Lieutenant)** **Approved**
- 3. G.** Discussion and possible action on any and all matters regarding annual physicals with the company 1582, LLC. **(Angel Ramirez, Fire Chief)** **Approved**
- 4. ADJOURNMENT 6:23 P.M.**



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. A.

Meeting Date: 09/17/2025

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

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-11. An Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement, the joint motion for entry of consent decree, and 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. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The settlement agreement, joint motion, will be submitted to the United States District Court for the District of Arizona for a consent decree to end litigation resulting from the Gethsemani Baptist Church's lawsuit against the city filed on March 14, 2024. The settlement agreement will become effective upon the Federal Court accepting the settlement agreement and granting a consent decree based on the settlement terms.

Before the City Council is Order No. 2025-11, which adopts the settlement agreement, joint motion, and joint proposed consent decree. The terms are the equivalent of a conditional use permit. Because the Church is in a residential neighborhood, a conditional use is required. Payment of the settlement will be over two (2) budget years as described in the fiscal impact statement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2025-11 ACCEPTING THE TERMS OF THE ATTACHED SETTLEMENT AGREEMENT AND APPROVING THE JOINT MOTION AND JOINT PROPOSED CONSENT DECREE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes, pending the Order of the Federal Court

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

Please see the fiscal impact statement. \$100,000 this Fiscal Year, \$100,000 Next Fiscal Year

BUDGETED AMOUNT:

Part of the Council Contingency

AVAILABLE AMOUNT TO TRANSFER:

Not Applicable

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Council Contingency GL #100-110-81000 \$300,000

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

This item is only to approve the settlement agreement, the joint motion, and joint proposed consent decree. If approved by the Federal Court, this cost will become the order of the Court. Payment for this fiscal year will come from the City Council's Contingency.

The city will provide for re-striping of the Gethsemani Baptist Church parking lot to maximize the number of vehicles and to provide for two (2) parking spaces. It is anticipated that this will cost more or less \$2,000, which will come from the Public Works, Highway User Division Budget.

The city will pay reasonable attorneys' fees for those representing Gethsemani Baptist Church in the amount of:

\$100,000 to be paid during the fiscal year ending June 30, 2026, and

\$100,000 to be paid during the fiscal year ending June 30, 2027, for a total of \$200,000 over time without interest.

Attachments

Order No. 2025-11 with Exhibits



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.

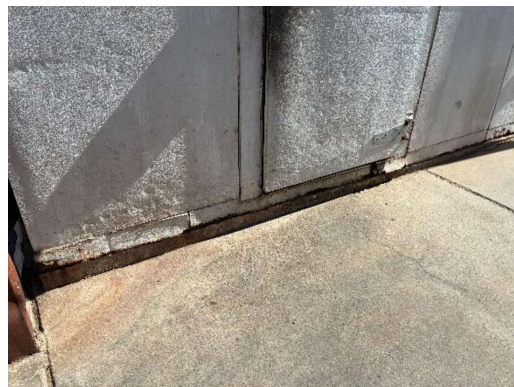

Joaquin L. Campa
Building Official
City of San Luis

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**

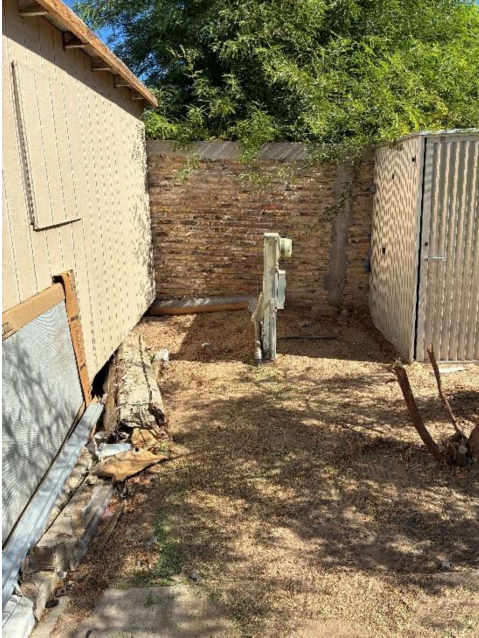
- Top of sub-panel is sealed
- Panel is missing labels
- Bottom part of panel is missing knock-out covers



- **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



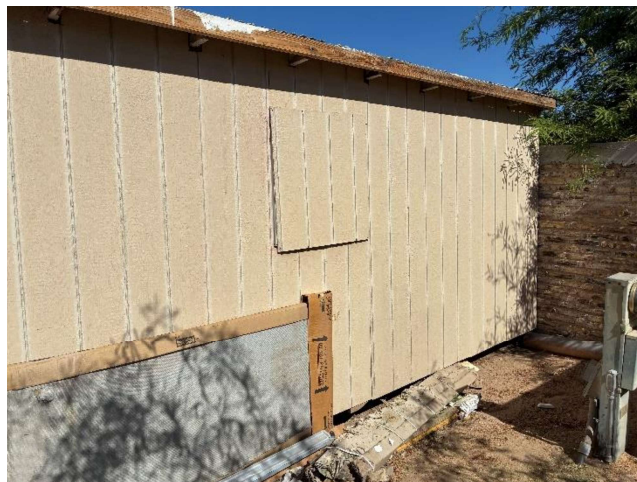
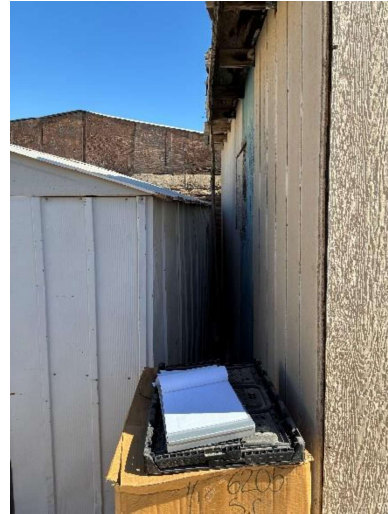
- **Electrical Power Pedestal feeding refrigerator/freezer:**
 - Electrical pedestal on east side of storage containers feeds power to walk-in refrigerator/freezer through 2" buried conduit
 - Switch missing cover for weather protection
 - Pedestal is located at 1018 E. B Street, separate parcel from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





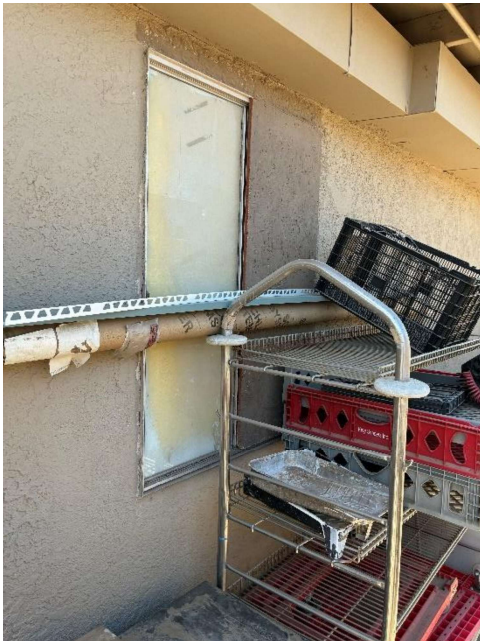
- **Storage Structures on the east side of refrigerator/freezer**

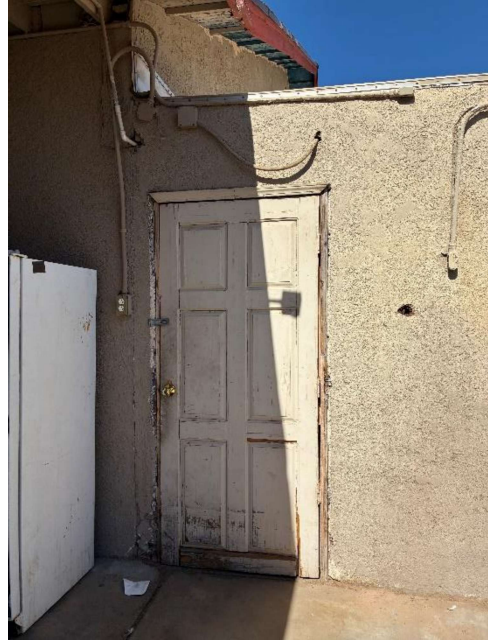
- Both storage structures are sitting right next to each other and have a zero setback from the back of the property.
- Wood structure shows weather damage all around.



- **Behind Church Main Building**

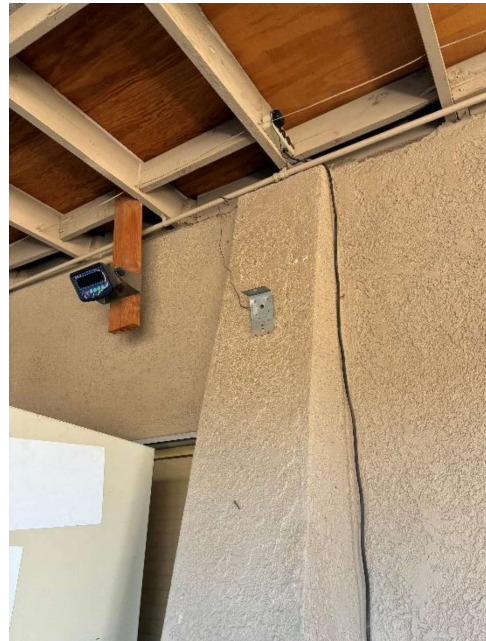
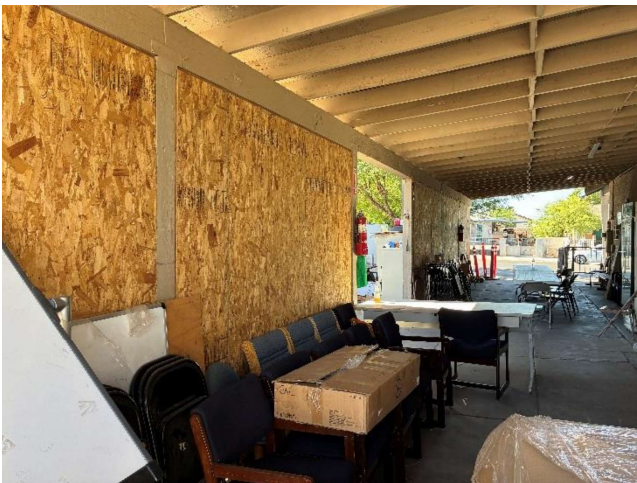
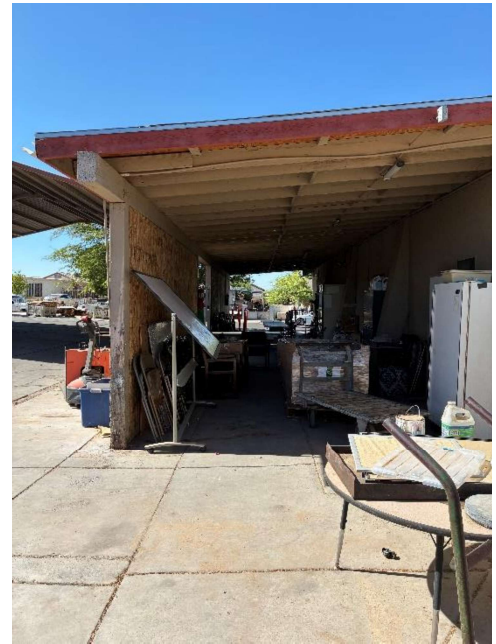
- A building permit was issued to add patio addition on the back
- No permit on record for enclosing this area
- Currently it has a side door on the east side and two windows and two doors to the back (south) of the building
- A/C unit installed has duct work running on the outside of the building
- 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

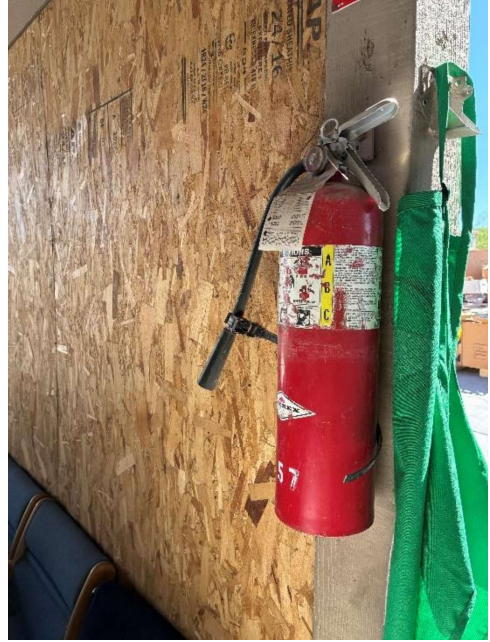


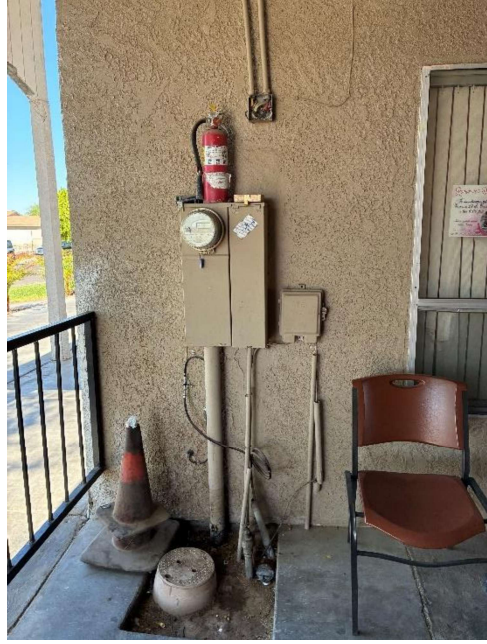


- **Shade Structure attached on the East side of Church**

- 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







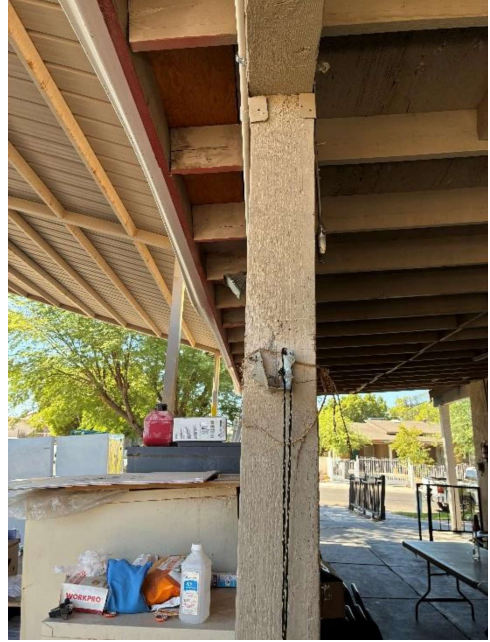
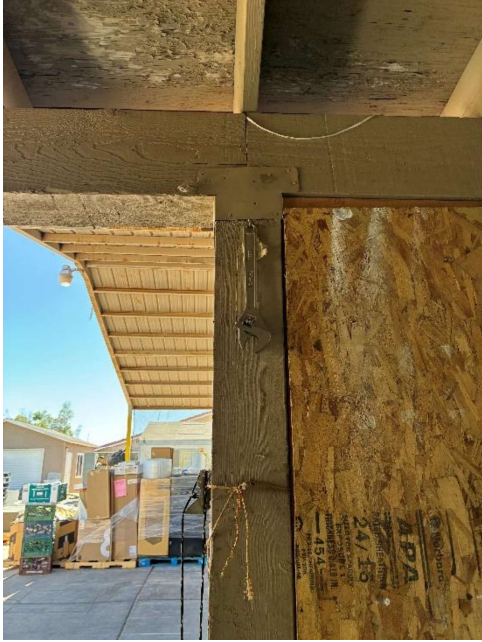


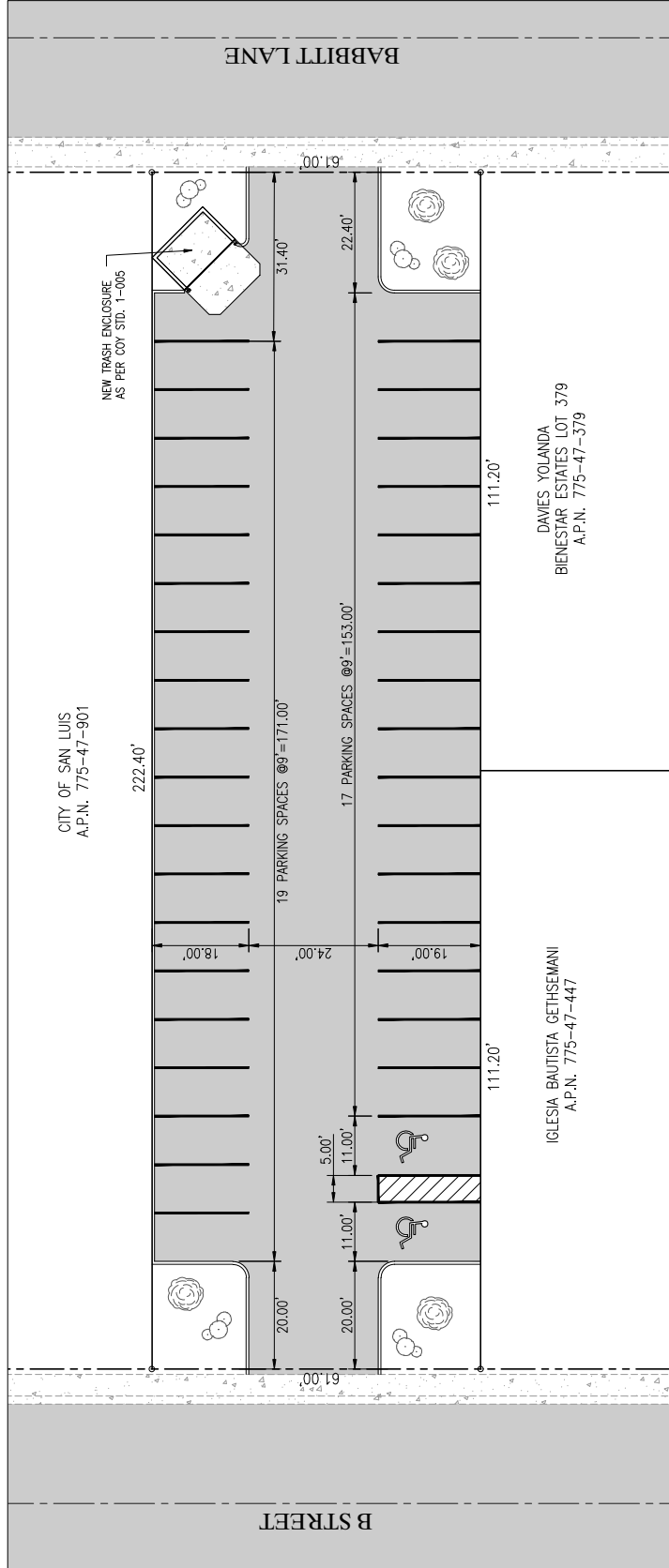
EXHIBIT C



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 STREET
SAN LUIS, ARIZONA 85549
A.P.N. 775-47-447

PARKING SPACES

19 STANDARD PARKING SPACES @ 9'
17 HANDICAP PARKING SPACES @ 9'
TOTAL PARKING SPACES PROVIDED = 38

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)
2 SNELL & WILMER L.L.P.
One East Washington Street
3 Suite 2700
Phoenix, Arizona 85004-2202
4 Telephone: 602.382.6000
rregula@swlaw.com
5 cwarner@swlaw.com

6 David J. Hacker (TX #24103323, *pro hac*
vice)
7 Jeremiah G. Dys (TX #24096415, *pro hac*
vice)
8 Ryan N. Gardner (TX #24101790, *pro hac*
vice)
9 FIRST LIBERTY INSTITUTE
2001 W. Plano Parkway, Suite 1600
10 Plano, Texas 75075
Telephone: 972.941.4444
11 dhacker@firstliberty.org
jdys@firstliberty.org
12 rgardner@firstliberty.org

Douglas J. Peterson (NE Bar No. 18426, *pro*
hac vice)
Keating, O’Gara, Nedved & Peter
200 South 21st Street, Suite 400
Lincoln, NE 68510
(402) 475-8230
dpeterson@firstliberty.org

James A. Sonne (CA #250759, *pro hac*
vice)
STANFORD LAW SCHOOL
RELIGIOUS LIBERTY CLINIC
559 Nathan Abbott Way,
Neukom Building Room N138
Stanford, CA 94305
Telephone: 650.723.1422
jsonne@law.stanford.edu

Steven D. Keist (#11251)
KEIST THURSTON O’BRIEN
10150 W. Desert River Blvd.
Glendale, Arizona 85037
Telephone: 623.937.8888
steve@ktolawfirm.com

*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

Ryan J. Regula
Charlene A. Warner
One East Washington Street
Suite 2700
Phoenix, Arizona 85004-2556
Telephone: 602.382.6000
Facsimile: 602.382.6070

David J. Hacker (*pro hac vice*)
Jeremiah G. Dys (*pro hac vice*)
Ryan N. Gardner (*pro hac vice*)
FIRST LIBERTY INSTITUTE
2001 W. Plano Parkway, Suite 1600
Plano, Texas 75075
Telephone: 972.941.4444
dhacker@firstliberty.org
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rgardner@firstliberty.org

Douglas J. Peterson (NE Bar No.
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200 South 21st Street, Suite 400
Lincoln, NE 68510
(402) 475-8230
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James A. Sonne (*pro hac vice*)
STANFORD LAW SCHOOL
RELIGIOUS LIBERTY CLINIC
559 Nathan Abbott Way,
Neukom Building Room N138
Stanford, CA 94305
Telephone: 650.723.1422
jsonne@law.stanford.edu

Steven D. Keist (#11251)
KEIST THURSTON O'BRIEN
10150 W. Desert River Blvd.
Glendale, Arizona 85037
Telephone: 623.937.8888
steve@ktolawfirm.com

*Attorneys for Plaintiff Gethsemani
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



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. B.

Meeting Date: 09/17/2025

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of poll workers for the Special Election scheduled for November 4, 2025. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis is preparing for the Special Election scheduled for November 4, 2025. Currently, there is an Intergovernmental Agreement (IGA) with Yuma County for the provision of election services. Therefore, they will be assisting the city with the election.

A.R.S. § 16-531 (C) provides that if a nonpartisan election is ordered, not less than twenty (20) days before the election, the governing board holding the election shall appoint, regardless of political party affiliation, a minimum of three (3) election workers for each polling place. The election workers shall consist of at least one (1) inspector and two (2) judges. Whenever possible, they shall be qualified electors of the precinct located within the district, regardless of political party affiliation.

The Vote Centers will be the Yuma County Library — San Luis Branch and the San Luis Medical Mall. The polling locations will be open from 6:00 a.m. to 7:00 p.m. on the date of the election.

The list of poll workers is attached to this agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND APPOINT THE POLL WORKERS AS PRESENTED AND TO AUTHORIZE SUBSTITUTIONS AND ADDITIONS AS MAY BE NECESSARY BY THE ELECTION SERVICES DIRECTOR, OR ITS DESIGNEE, FOR THE ELECTION ON NOVEMBER 4, 2025.

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

List of Poll Workers

IGA

San Luis Medical Mall	
Position	Name
Inspector	David Yglesias
Marshal	Holly Sakarasian
Marshal	Susan James
Poll Pad Judge	Renee Coney-Gonzalez
Poll Pad Judge	Buna George
Poll Pad Judge	Jolinda Cannon
Poll Pad Judge	Katherine Ballon
Printer Judge	Kenneth Weathersby
ExpressVote Clerk	Rachel Uriesti
ExpressVote Clerk	Joseph Gonzalez
Tabulator Clerk	Daisy Guzman
Provisional Clerk	Bernadette Lopez - Garrett
Provisional Clerk	Irene Lett
Floater Clerk	Ryan Luna

San Luis Library	
Position	Name
Inspector	Donald Jacobs
Marshal	Marie T. Rodriguez
Marshal	Stewart Johnson
Poll Pad Judge	Tracy Ortega
Poll Pad Judge	Valerie Jo Jimenez
Poll Pad Judge	Jacqueline Luna
Poll Pad Judge	Sandra Saucedo
Printer Judge	Michael Rivera
ExpressVote Clerk	Jenifer Uribe Medina
ExpressVote Clerk	Jose Valtierra
Tabulator Clerk	Hazmin Perez
Provisional Clerk	Annette Prophet-Rehn
Provisional Clerk	Mindy Scott
Floater Clerk	Christopher Rivera

Early Board	
Position	Name
Supervisor	Jamal Greene
Inspector	Irma Merino
Judge	Jolinda Cannon
Judge	Larry Graef
Inspector	Valerie Jo Jimenez
Judge	Jodi Merrill-Russell
Judge	Susan Swenson

Duplication Board	
Position	Name
Supervisor	Jamal Greene
Judge	Roxanne Mendoza
Judge	Marie T. Rodriguez

Certification Board	
Name	
Thelma Lundy	
Bill Regenhardt	
John Manning	

Receiving Board	
Name	
Michael Cradic	
Tymmi Wood	
Rina Cojeck	
Juana Bazurto Moreno	
Cindy Joslin	



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-13

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY ARIZONA, PROVIDING FOR ELECTION SERVICES. REPEALING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.

WHEREAS, Arizona Revised Statute § 11-952 authorizes Arizona cities and counties to enter into intergovernmental agreements; and

WHEREAS, on February 20, 2019; the City of San Luis and Yuma County entered into a five-year contract for election services, which will expire on February 20, 2024, and

WHEREAS the City of San Luis desires to continue election services through the expertise of Yuma County, and Yuma County is willing to continue services with the City of San Luis;

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

Section 1: It is deemed in the best interest of the City of San Luis ("City") and its residents that an intergovernmental agreement with Yuma County be entered into for the provision of election services.

Section 2: A true copy of said intergovernmental agreement is incorporated into this Order No. 2023-13 ("Order") as if set forth in full here as Exhibit "A" ("Intergovernmental Agreement").

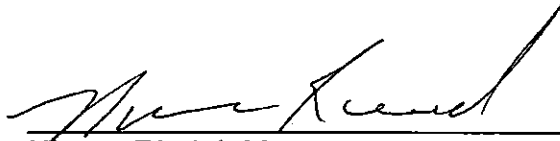
Section 3: The Mayor or the Mayor's designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City.

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 operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 13 day of December 2023.



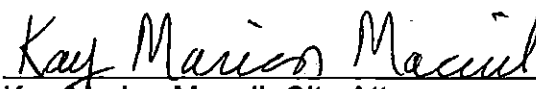
Nieves Riedel, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

Exhibit A

**Intergovernmental Agreement between
the County of Yuma,
the County Recorder
and
The City of San Luis
For the Provision of Election Services
for Calendar Years 2024-2028**

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

THIS AGREEMENT is entered into January 1, 2024, between the COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and the CITY OF SAN LUIS, (the "CITY").

I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes (A.R.S.) § 16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The CITY is authorized, if it so chooses, pursuant to A.R.S. §§ 16-409 and 16-558 to conduct elections by all-mail ballot (VOTE BY MAIL).
4. The RECORDER is required by A.R.S. § 16-172 to enter into this Agreement if the CITY requests the use of County registration rolls to conduct an election, and, by seal and signature below, has resolved to enter into this Agreement.
5. The COUNTY is empowered by A.R.S. §§ 11-251 and 11-952 to enter into this Agreement and has, by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The COUNTY will:
 - a. Make available to the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, vote center supplies, vote center personnel, vote center signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the type of election called/approved by the CITY.

- b. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- c. Perform tabulation, prepare unofficial election results and transmit to the CITY or designee.
- d. Provide the RECORDER personnel necessary to effectively administer an election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for any election type called as per the current Election Services Fee Schedule.

2. The RECORDER will:

- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election be provided to the COUNTY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting.
- b. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. FOR VOTE BY MAIL ELECTIONS: Mail ballots to every registered voter within the CITY.
- d. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting for a Vote Center OR Vote by Mail election and billable amounts for each participating CITY.
- e. Provide RECORDER personnel necessary to effectively administer early voting and other related services appropriate for type of election called/approved by the CITY.

3. The CITY will:

- a. Contact the COUNTY no later than 180 days prior to a consolidated election date notifying of intent to conduct election and advise of type of election approved by the governing body (Vote Center or Vote by Mail election).
- b. Create, translate, print and mail all publicity pamphlets.
- c. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in section 1(b) of this Agreement.
- d. **FOR VOTE BY MAIL ELECTIONS:** Mail notice of election to every active registered voter for the purpose of notifying voters of the all-mail election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- g. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations, early voting or Vote by Mail supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

1. This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect for a term of FIVE (5) years from the effective date ("Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive five-year term, unless (i) any party provide one-hundred and twenty (120) days' written notice to the other parties of its intent to not renew at the end of the Initial Term or (ii) this Agreement is terminated as otherwise provided in this Agreement.
2. This Agreement can be terminated at any time by any party, with or without cause, upon giving one-hundred and twenty (120) days' written notice to the other parties. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities

under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions A.R.S. § 38-511, regarding Conflicts of Interest.
2. The COUNTY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by Arizona State Library, Archives and Public Records, Revised October 16, 2018, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department
102 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
102 South Main Street
Yuma, Arizona 85364

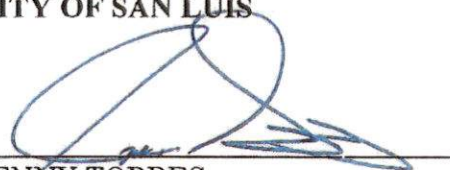
City of San Luis
Office of the City Clerk
P.O. Box 1170
San Luis, AZ 85349

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all

subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written, and is effective upon filing with the Office of the Yuma County Recorder.

CITY OF SAN LUIS



JENNY TORRES
Acting City Manager


Attest:



SONIA CORNELIO
City Clerk

This 13th day December, 20 23.

YUMA COUNTY, ARIZONA



MARTIN PORCHAS
Chairman
Yuma County Board of Supervisors

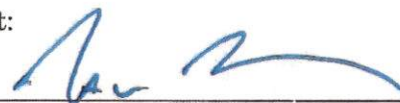


RICHARD COLWELL
Yuma County Recorder

This 17th day January, 2024.

This 19th day JANUARY, 20 24.

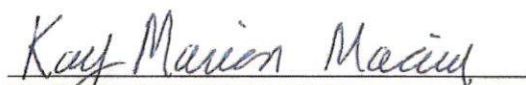
Attest:



IAN McGAUGHEY
Yuma County Clerk of the Board

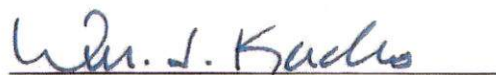
INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the Administrator for the CITY OF SAN LUIS Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the CITY OF SAN LUIS.


KAY MARION MACUIL
City of San Luis Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma.


JON R. SMITH
Yuma County Attorney



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. C.

Meeting Date: 09/17/2025

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the designation of polling places and drop-off locations for the Special Election scheduled for November 4, 2025. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis is preparing for the Special Election scheduled for November 4, 2025. Currently, there is an Intergovernmental Agreement (IGA) with Yuma County for the provision of election services. Therefore, they will be assisting the city with the special election.

A.R.S. § 16-411 provides that at least ten (10) days before a special election, the board, City Council, shall designate one (1) polling place within each precinct where the election shall be held.

The **Vote Centers** will be the **Yuma County Library — San Luis Branch** and the **San Luis Medical Mall**. The polling places will be open from 6:00 a.m. to 7:00 p.m. on the date of the Special Election (November 4, 2025).

The **ballot drop-off** locations will be the **Yuma County Recorder's Office**, 102 S. Main Street, Yuma, Arizona 85364; the **Yuma County Library—San Luis Branch**, 1075 N. 6th Avenue, San Luis, Arizona 85349; and the **Medical Mall**, 151 S Oak Ave, San Luis, AZ 85349.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE YUMA COUNTY LIBRARY - SAN LUIS BRANCH AND THE SAN LUIS MEDICAL MALL TO BE THE VOTE CENTERS FOR THE SPECIAL ELECTION ON NOVEMBER 4, 2025, AS WELL AS THE DROP BOX LOCATIONS TO BE THE RECORDER'S OFFICE, THE YUMA COUNTY LIBRARY - SAN LUIS BRANCH, AND THE MEDICAL MALL, AS PRESENTED BY STAFF.

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

IGA



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-13

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY ARIZONA, PROVIDING FOR ELECTION SERVICES. REPEALING CONFLICTING PROVISIONS AND PROVIDING FOR SEVERABILITY.

WHEREAS, Arizona Revised Statute § 11-952 authorizes Arizona cities and counties to enter into intergovernmental agreements; and

WHEREAS, on February 20, 2019; the City of San Luis and Yuma County entered into a five-year contract for election services, which will expire on February 20, 2024, and

WHEREAS the City of San Luis desires to continue election services through the expertise of Yuma County, and Yuma County is willing to continue services with the City of San Luis;

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

Section 1: It is deemed in the best interest of the City of San Luis ("City") and its residents that an intergovernmental agreement with Yuma County be entered into for the provision of election services.

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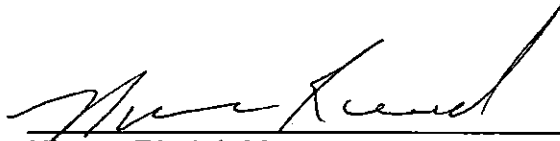
Section 3: The Mayor or the Mayor's designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City.

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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 operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 13 day of December 2023.



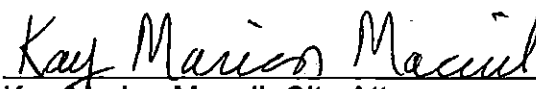
Nieves Riedel, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

Exhibit A

**Intergovernmental Agreement between
the County of Yuma,
the County Recorder
and
The City of San Luis
For the Provision of Election Services
for Calendar Years 2024-2028**

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

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I. RECITALS

1. The COUNTY owns and operates voting equipment and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes (A.R.S.) § 16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The CITY is authorized, if it so chooses, pursuant to A.R.S. §§ 16-409 and 16-558 to conduct elections by all-mail ballot (VOTE BY MAIL).
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THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The COUNTY will:
 - a. Make available to the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, vote center supplies, vote center personnel, vote center signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the type of election called/approved by the CITY.

- b. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- c. Perform tabulation, prepare unofficial election results and transmit to the CITY or designee.
- d. Provide the RECORDER personnel necessary to effectively administer an election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred and billable amounts for any election type called as per the current Election Services Fee Schedule.

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- a. Ensure that the County registration rolls necessary for the COUNTY to conduct an election be provided to the COUNTY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting.
- b. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- c. FOR VOTE BY MAIL ELECTIONS: Mail ballots to every registered voter within the CITY.
- d. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred to conduct early voting for a Vote Center OR Vote by Mail election and billable amounts for each participating CITY.
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- a. Contact the COUNTY no later than 180 days prior to a consolidated election date notifying of intent to conduct election and advise of type of election approved by the governing body (Vote Center or Vote by Mail election).
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- c. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification as described in section 1(b) of this Agreement.
- d. **FOR VOTE BY MAIL ELECTIONS:** Mail notice of election to every active registered voter for the purpose of notifying voters of the all-mail election.
- e. At all times comply with the laws and regulations regarding the conduct of elections.
- f. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60) days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.
- g. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations, early voting or Vote by Mail supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

1. This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect for a term of FIVE (5) years from the effective date ("Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for one (1) successive five-year term, unless (i) any party provide one-hundred and twenty (120) days' written notice to the other parties of its intent to not renew at the end of the Initial Term or (ii) this Agreement is terminated as otherwise provided in this Agreement.
2. This Agreement can be terminated at any time by any party, with or without cause, upon giving one-hundred and twenty (120) days' written notice to the other parties. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities

under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions A.R.S. § 38-511, regarding Conflicts of Interest.
2. The COUNTY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by Arizona State Library, Archives and Public Records, Revised October 16, 2018, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.
5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department
102 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
102 South Main Street
Yuma, Arizona 85364

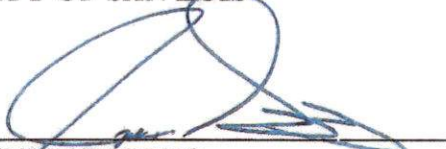
City of San Luis
Office of the City Clerk
P.O. Box 1170
San Luis, AZ 85349

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all

subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

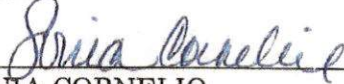
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written, and is effective upon filing with the Office of the Yuma County Recorder.

CITY OF SAN LUIS



JENNY TORRES
Acting City Manager


Attest:




SONIA CORNELIO
City Clerk

This 13th day December, 20 23.

YUMA COUNTY, ARIZONA



MARTIN PORCHAS
Chairman
Yuma County Board of Supervisors




RICHARD COLWELL
Yuma County Recorder

This 17th day January, 2024.

This 19th day JANUARY, 20 24.

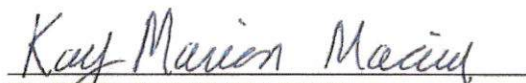
Attest:



IAN McGAUGHEY
Yuma County Clerk of the Board


INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the Administrator for the CITY OF SAN LUIS Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the CITY OF SAN LUIS.


KAY MARION MACUIL
City of San Luis Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER
AND THE CITY OF SAN LUIS
FOR THE PROVISION OF ELECTION SERVICES
FOR CALENDAR YEARS 2024-2028

Pursuant to Arizona Revised Statutes § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma.


JON R. SMITH
Yuma County Attorney



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. D.

Meeting Date: 09/17/2025

Department Head: Tomas Sanchez, City Engineer, Engineering

Submitted By: Oscar Barnett, Project Manager, Engineering

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the engagement of services with Consultant Engineering, Inc. to assist the City of San Luis with the development of the Capital Improvement Program. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is seeking Council approval to accept a professional services proposal from Consultant Engineering, Inc. for assisting the City of San Luis with the development of the City's Capital Improvement Program ("CIP") and supporting procedures. The development of the CIP, supporting procedures, and funding identification is estimated to continue through May of 2027.

The Capital Improvement Program provides direction and guidance for the City of San Luis on carefully planning and managing capital infrastructure assets. Consultant Engineering, Inc. will help to develop a formal process for the City to identify, evaluate, and recommend available funding sources for the capital project requests in a 5-Year Capital Improvement Program.

The Engineering Department is requesting City Council approval to accept a professional services proposal from Consultant Engineering, Inc. for the amount of \$106,660.00 as allowed under the city's procurement code 3.05.080, professional services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT BY CONSULTANT ENGINEERING, INC, FOR THE CAPITAL IMPROVEMENT PROGRAM DEVELOPMENT SERVICES, IN THE AMOUNT OF \$106,660.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$106,660.00
BUDGETED AMOUNT:	\$150,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - CIP 100-999-90015 - \$281,251.71

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

Capital Outlay - CIP 100-999-90015 - \$281,251.71

Attachments

Proposed Contract

CEI Proposal



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

RECITALS

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

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

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

SECTION I – DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, ENGINEER's Scope and Fee Proposal for Capital Improvement Program Development Services of August 14, 2025, for assisting the City of San Luis with the development of the City's Capital Improvement Program and supporting procedures. Said exhibit is incorporated by reference as though fully set forth again in full.

SECTION II – SCOPE OF WORK

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

SECTION III – ADDITIONAL SERVICES

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

SECTION IV – AUTHORITY OF THE SAN LUIS CITY ENGINEER

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



SECTION V – RESPONSIBILITY OF ENGINEER

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

SECTION VI – INDEPENDENT CONTRACTOR

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

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

SECTION VII – MATERIALS AND EQUIPMENT

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

SECTION VIII – DIGITAL FILES

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

SECTION IX – EMPLOYMENT OF PERSONNEL

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

SECTION X – TIME OF PERFORMANCE

Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement.

SECTION XI – COMPENSATION

Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$106,660, as delineated in the proposal at Exhibit 1, unless specifically authorized by a written amendment to this Agreement executed prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit such invoices to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice. No later than 45 days from the receipt of an invoice, CITY shall pay ENGINEER for work satisfactorily performed on a time and materials basis.

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

SECTION XII – ASSIGNMENT

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



SECTION XIII – INDEMNIFICATION

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

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

SECTION XIV – INSURANCE

A. Insurance Requirements.

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

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

Coverage Type

Commercial General Liability, including:

Coverage Amounts- Minimum Limits:

Premises and Operations
Contractual Liability

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

Personal-Injury Liability

Independent Contractors Liability

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

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

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



City of San Luis

Engineering Department

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

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

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

B. Certificates of Insurance and Endorsements.

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

SECTION XV – COMPLIANCE WITH LAWS AND REGULATIONS

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

A. Conflict of Interest

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

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

B. Employment Eligibility



City of San Luis

Engineering Department

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

C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

SECTION XVI – INSPECTION OF WORK

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

SECTION XVII – NO WAIVER

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

SECTION XVIII – ATTORNEYS' FEES; COURT VENUE

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

SECTION XIX – NOTICES

- A. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:
- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
 - personal delivery by process server or
 - sent by a nationally recognized courier (e.g., Federal Express, UPS)
- B. Notices for delivery to the CITY shall be to the attention of the City Engineer, copies to the City Manager, City Attorney, and City Clerk.
- C. Notices for delivery to the ENGINEER shall be to the attention of Jeffrey A. Kramer (PE, PWLF, CPM, CCM, CIP) 10625 North 25th Avenue, Suite 200, Phoenix, Arizona 85029 (or successor statutory agent).

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



SECTION XX – TERMINATION

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

SECTION XXI – OWNERSHIP OF DOCUMENTS

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

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

SECTION XXII – GOVERNING LAW AND SEVERABILITY

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

SECTION XXIII – HEADINGS

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

SECTION XXIV – AUTHORITY

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

SECTION XXV – NO THIRD-PARTY BENEFICIARIES

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

SECTION XXVI – NO AGENCY CREATED

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

SECTION XXVII – NO PERSONAL LIABILITY

No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.



SECTION XXVIII – SURVIVAL

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

SECTION XXIX – TIME OF THE ESSENCE

Time is of the essence in this Agreement, and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed by June 30, 2026. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

SECTION XXX – FURTHER ACTS

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

SECTION XXXI – CERTIFICATION

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

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

SECTION XXXII – FORCE MAJEURE

If ENGINEER or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, pandemic, either state or federally mandate health and safety matters or material changes in applicable business laws or regulations.



City of San Luis

Engineering Department

SECTION XXXIII – COUNTERPARTS

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

SECTION XXXIV – ENTIRE AGREEMENT

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

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Agreement. The original Agreement will be filed with the City of San Luis Clerk. The ENGINEER agrees that this Agreement, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The CITY shall pay to the ENGINEER, as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the project documents, the sum of \$106,660.00.

City of San Luis, Arizona

Nieves Riedel, Mayor

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form:

Kay Marion Macuil, City Attorney

Consultant Engineering, Inc.

Jeffrey A. Kramer, P.E., PWLF, CPM, CCM, CIP,
Vice President, Program and Project Management
Division Director

Date: _____

August 14, 2025

Ms. Jenny Torres, Acting City Manager
City of San Luis
1090 E. Union Street
P.O. Box 1170
San Luis, AZ 85349

Email: jtorres@sanluisaz.gov

Re: Scope and Fee Proposal for CIP Development Services
CEI Project No: 0125028.00

Dear Ms. Torres:

Consultant Engineering, Inc. (CEI) appreciates the opportunity to assist the City of San Luis with the development of your Capital Improvement Program and supporting procedures. We are pleased to submit the attached scope of work and fee proposal. Note that the schedule is approximate and may vary slightly, and begins upon NTP:

- **Task 1 (CIP Project Development) – August 2025 through December 2025**
- **Task 2 (CIP Programming Procedures) – January 2026 through March 2026**
- **Task 3 (CIP Development and Approval) – April 2026 through June 2026**
- **Task 4 (Annual CIP Updates) – August 2026 through May 2027**

For planning purposes, we have also provided an estimate of costs for conducting the first annual update of the CIP for years FY28 – FY32 if that support is desired by San Luis next FY. Additional Add-Alternates provided include subsequent year CIP updates, and a general list of program management services the CEI team can provide for any specific projects in the CIP where San Luis needs the additional expertise or staff resources CEI can provide. These items would be separately negotiated on an individual project basis if/when needed and requested by the City.

CEI looks forward to working with you and the City of San Luis on this project. If you have any questions or require additional information, please feel free to contact me at 602-796-7846 or jkramer@cei-az.com.

Sincerely,

CONSULTANT ENGINEERING, INC.



Jeffrey A. Kramer, P.E., PWLF, CPM, CCM, CJP
Vice President, Program and Project Management Division Director

Attachments: Scope of Work
CEI Fee and Effort Estimate

cc: R. Anthony Araza, MBA, CPM, Sr. Program Manager
Maher Osman, PE, President
Contract Administration

**CITY OF SAN LUIS
CAPITAL IMPROVEMENT PROGRAM (CIP)
SCOPE OF SERVICES**

Project Description:

The CIP is a roadmap that provides direction and guidance for the City of San Luis on carefully planning and managing its capital infrastructure assets. Working closely with the City of San Luis (City) CIP Management Team (CMT) which consists of City Manager's Office, Deputy City Managers, various Department Directors, and the Finance Department, Consultant Engineering, Inc. (CEI), will develop a formal CIP process for the City that includes, but not limited to, standardization of all new and updated capital project requests, depiction of accurate project cash flows, provide a physical project location, detailed project descriptions of what the problem and solution the capital project will correct, and co-location of infrastructure needs that can be combined into one project. CEI will also work with the Finance Department to identify, evaluate, and recommend the best available funding sources for the capital project requests to ensure the Capital Year and 5-Year CIP program remains financially solvent.

CEI will produce a draft 5-Year CIP for Council and City Management review and a final 5-Year CIP (FY27-31) document for Council approval. Documents will be provided digitally.

CEI will utilize the ProjectTeam platform as the Project Management Information System (PMIS) for this effort, and will provide access to designated City staff. This PMIS will provide a single source of information for all parties and facilitate document sharing and communication.

Points of contact for this effort will be:

City Management: Jenny Torres

Public Works: Eulogio Vera

Engineering: Tomas Sanchez

Finance: Miguel Ramirez

CEI Project Manager: Anthony Araza

Project Tasks

CEI will develop, prepare, document, and formalize a CIP procedural process as follows:

Task 1 – CIP Project Development

1. Meet with the CMT to discuss relationship and connection of the City's General Plan and Budget with the 5-Year CIP. Document the desired specifics, outcomes, and goals.
2. City's points of contact to meet with various City Department Directors to discuss expectations and initiate the process of project planning for inclusion in a CIP.
3. Collect copies of current versions of City's General Plan, Budget, and all available service or departmental Plans (Transportation, Utilities, Parks & Recreation, Fire, etc.)
4. Identify if each CIP project is identified in the General Plan or a specific service or departmental plan for that project category.
5. Identify if each project is capital or operational. Review capitalization guidelines for San Luis to see if it qualifies. This will determine correct funding source(s) to be used to satisfy auditing and procurement rules.
6. Discuss with CMT an agreed upon framework for submittal of CIP project requests from Departments. Develop a fillable PDF format request form that will have information such as, project category, time of desired completion, detailed information on project problem and solution, financial resources to use, project location, additional operational financial cost (if any).
7. Identify and define CIP project categories, current and potential funding sources for the CIP program, project phases with estimated programmatic costs for the project, cash flow of project.
8. Meet with CMT to review project scopes and costs, and update each project request form accordingly.

Task 2 – CIP Programming Procedures

1. Update project budget cash flow based on industry cost escalation standards. Develop Excel spreadsheets to visually show updated financial cash flows for each project in the CIP. Summation by funding source per fiscal year.
2. Provide example project prioritization models for CMT review. Based upon feedback from CMT, develop a priority matrix for implementation to provide an empirical, objective, and structured process when prioritizing projects with limited financial resources.
3. Develop draft CIP procedures based on the effort and feedback through the prior task and steps.
4. Meet with CMT to review draft CIP procedures for accuracy and clarity, and submit to City for review.

5. Compile policies, guides, and procedures into a CIP process as part of an excerpt of the City's final, adopted Budget documents. Final version of process document will be completed after all tasks are finalized and approved so appropriate documents can be included as attachments.

Task 3 – FY27-FY31 CIP Development and Approval

1. Based on completion of Tasks 1 and 2 above, compile a draft CIP document for public and Council review.
2. Attend a City Council meeting to give a CIP presentation of the draft CIP for Council approval.
3. Revise draft CIP, if necessary, based on Council input.
4. Submit final CIP for Council Adoption.

Add-Alternate 1: First Annual CIP Update (in FY26-27 for the FY28-FY32 CIP)

1. Based on City feedback from the original CIP development effort, revise procedures, if required.
2. Following the established developed procedures, and using the adopted tools and resources, perform an update of the CIP by advancing and rebudgeting existing projects, and adding a new 5th year.

Add-Alternate: Subsequent Year Updates

For each subsequent year as requested by the City, conduct an annual CIP update similar to Add-Alt 1 above. Subsequent year updates may vary slightly in scope depending on continued advancement of non-project specific content and/or refinement of document content and format.

Add-Alternate: Supplemental Program Management Services

For each project identified by the CMT for additional support, CEI can provide the following services on a project-by-project basis:

1. Analyze and recommend preferred project delivery method.
2. Provide design and construction procurement process facilitation.
3. Provide Land Acquisition support.
4. Provide Project Management, Construction Management, and Inspection services.
5. Provide and manage a Project Management Information System.



Professional Services Fee for

**Capital Improvement Program Development
City of San Luis**

CEI Project No. 0125028.00

Proposal Date - August 14, 2025

Classification	Hours	Hourly Rate	Cost
Task 1 (CIP Project Development)			
Principal	20	\$250.00	\$5,000.00
Sr. Program Manager / Project Manager	80	\$205.00	\$16,400.00
Document Control / Administrative Assistant	32	\$120.00	\$3,840.00
Cost Estimating	80	\$175.00	\$14,000.00
Subtotal Task 1	212		\$39,240.00
Task 2 (CIP Programming Procedures)			
Principal	8	\$250.00	\$2,000.00
Sr. Program Manager / Project Manager	120	\$205.00	\$24,600.00
Document Control / Administrative Assistant	40	\$120.00	\$4,800.00
Cost Estimating	0	\$175.00	\$0.00
Subtotal Task 2	168		\$31,400.00
Task 3 (CIP Development and Approval)			
Principal	8	\$250.00	\$2,000.00
Sr. Program Manager / Project Manager	60	\$205.00	\$12,300.00
Document Control / Administrative Assistant	56	\$120.00	\$6,720.00
Cost Estimating	0	\$175.00	\$0.00
Subtotal Task 3	124		\$21,020.00
CEI Labor Total			504
			\$91,660.00
Reimbursable Expenses			
Project Management Information System	L. Sum		\$5,000.00
City of San Luis Owner Controlled Allowance	Allowance		\$10,000.00
Expenses Total			\$15,000.00
Total Project Cost (Not to Exceed):			\$106,660.00
Add-Alternate - First Annual CIP Update (For Planning Purposes)			
Principal	20	\$250.00	\$5,000.00
Sr. Program Manager / Project Manager	136	\$205.00	\$27,880.00
Document Control / Administrative Assistant	80	\$120.00	\$9,600.00
Cost Estimating	32	\$175.00	\$5,600.00
Labor Total Add-Alt 1	268		\$48,080.00
Reimbursable Expenses Add- Alt 1			
Project Management Information System	L. Sum		\$5,000.00
City of San Luis Owner Controlled Allowance	Allowance		\$10,000.00
Expenses Total Add-Alt 1			\$15,000.00
Total Cost Add Alt 1 (Not to Exceed):			\$63,080.00

Limitations, Conditions and Assumptions:

All rates are fully loaded rates, and include all equipment, vehicles, fuel, cell phones, computers, tablets, maintenance, and office supplies.

Hours are based on the Scope of Work, and as shown on the attached labor effort estimate.

All hourly rates are regular rates - no overtime rates are included.



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. E.

Meeting Date: 09/17/2025

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed Change Order No. 10 from MGC Contractors, Inc. pertaining to the new well and treatment unit project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The City of San Luis contracted with MGC Contractors, Inc. in June 2024 to construct the new well and filtration system project for the city's water system at Well Site 7 (previously known as Well Site 5). The construction contract had a construction time of 270 calendar days from the notice to proceed and was in the amount of \$3,966,900.00. The project is considered substantially complete as of July 11, 2025, but also requires a modification that was not part of the original scope, and such modification triggered the need for additional funding in the amount of \$12,609.00. This change order will represent a 0.003% over-budgeted expense.

The scope of work entails the well pre-lube piping and electrical changes. It also includes additional labor, pipe fittings, and electrical equipment. The Department of Public Works and a consultant engineer from CORE Engineering reviewed the proposal and recommended its approval. At this time, staff is seeking council approval of MGC Contractors, Inc.'s Change Order Proposal No. 10 in the amount of \$12,609.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE CHANGE ORDER PROPOSAL NO. 10 FROM MGC CONTRACTORS, INC. IN THE AMOUNT OF \$12,609.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$12,609.00
BUDGETED AMOUNT:	\$60,000.00
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Public Works is requesting to transfer funds from project No. 2026053 (this project has a budget of \$1.7M for FY26) to project No. 2025044. Both projects are funded under the same GL account, 300-302-90015.

Attachments

MGC's COP No. 10



AZ Change Order Proposal
MGC COP - 10
Additional Electrical Instrumentation

TO: City of San Luis
1090 Union Street
San Luis, AZ 85349
ATTN: Jorge Perez/James Davey

JOB NAME: San Luis Well Site 5 New
Manganese Treatment Unit

DATE: 8/7/2025

MGC JOB #: 24478

OWNER PROJECT #: _____

We have reviewed the requirements of: _____
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

 X Additional Amount of \$12,609

 Deductive Amount of

 No Change in Contract Amount

This pricing is based on the following conditions:

 Quotation is valid for 30 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

 Calendar days extension of Contract time is required.

Exclusions or conditions that vary from our Contract Agreement are as follows:

--	--

 Complete pricing breakdown for our work is attached for your review.

Josh Hoffert, Project Manager
MGC REPRESENTATIVE

8/7/2025
DATE

cc:

MGC Contractors, Inc.
CHANGE ORDER PRICING SHEET

MGC COP - 10

Change Order Title:
Additional Electrical Instrumentation

Prepared by: Daniel Marks

Date: **8/7/2025**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units	UM	Labor Unit Cost Column S	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Supplemental Work Sheet	Supplemental Total Cost (C x K)	Subcontract Unit Cost	Subcontract Total Cost (C x M)	Subtotal
1	Well Pre-Lube Piping Changes	1	LS	\$ 3,653	\$ 3,653	\$ 371	\$ 371	\$ 744	\$ 744		\$ -	\$ 5,455	\$ 5,455	\$ 10,224
2		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
3		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
4		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
5		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
6		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
7		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
8		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
9		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
10		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
11		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
12		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
13		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
14		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
15		1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
	SMALL TOOLS (LABOR & BURDEN) 8%	1	LS		\$ -	\$ 292	\$ 292		\$ -		\$ -		\$ -	\$ 292
	COORDINATION (MAT., EQUIP., SUBCONT.) 5%	1	LS	\$ -	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
COLUMN SUBTOTALS					\$ 3,653		\$ 663		\$ 744		\$ -		\$ 5,455	\$ 10,516
Fee for work by Subcontractor		10.0%											\$ 546	\$ 546
Fee for work by Contractor		10.0%			\$ 365		\$ 66							\$ 432
		0.0%							\$ -					\$ -
														\$ 11,493

SUBTOTAL CHANGE ORDER AMOUNT		\$11,493
Bond	1.00%	\$115
Insurance	2.00%	\$230
Subtotal		\$11,838
Sales Tax 65% of 10.71%		\$771
GRAND TOTAL CHANGE ORDER AMOUNT		\$12,609

**CHANGE ORDER WORKSHEET
MGC CONTRACTORS, INC.**

MGC COP - 10

DATE :	8/7/2025
MGC JOB #:	24478
PREPARED BY:	Daniel Marks

DESCRIPTION OF WORK PERFORMED:

This change order captures the cost of the well pre-lube piping and electrical changes that were not included in the original scope of work, including additional labor, pipe fittings, and electrical equipment. D&H Electric's proposal is attached.

COST ANALYSIS:

Labor

<u>Position</u>	<u>Unit</u>	<u>Quantity</u>	<u>Labor Cost</u>		<u>Position Total</u>
			<u>Unit</u>	<u>Total</u>	
Project Manager	HR	0.0	\$145.55	\$0.00	\$0.00
Project Engineer	HR	8.0	\$115.63	\$925.04	\$925.04
Superintendent	HR	10.0	\$145.55	\$1,455.50	\$1,455.50
Foreman	HR	10.0	\$73.08	\$730.80	\$730.80
Crane Operator	HR	0.0	\$64.31	\$0.00	\$0.00
Equipment Operator	HR	0.0	\$60.10	\$0.00	\$0.00
Skilled Tradesman	HR	10.0	\$54.21	\$542.10	\$542.10
Semi Skilled Worker	HR	0.0	\$43.28	\$0.00	\$0.00
Laborer	HR	0.0	\$39.08	\$0.00	\$0.00
CAD Engineer	HR	0.0	\$65.16	\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Total Labor Cost					\$3,653.44

Equipment

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Equipment</u>		<u>Item Total</u>
			<u>Unit</u>	<u>Total</u>	
Pickup Truck	HR	8.0	\$24.28	\$194.24	\$194.24
Supervisor Truck	HR	10.0	\$55.00	\$550.00	\$550.00
Boom Truck	HR	0.0	\$138.00	\$0.00	\$0.00
Water Truck	HR	0.0	\$82.07	\$0.00	\$0.00
Front End Loader 3.5 CY	HR	0.0	\$109.00	\$0.00	\$0.00
Front End Loader 5 CY	HR	0.0	\$125.40	\$0.00	\$0.00
Backhoe	HR	0.0	\$116.75	\$0.00	\$0.00
Grading Tractor	HR	0.0	\$57.50	\$0.00	\$0.00
Excavator 10,000 LB	HR	0.0	\$119.75	\$0.00	\$0.00
Excavator 82,000 LB	HR	0.0	\$218.00	\$0.00	\$0.00
Crane 80 TON	HR	0.0	\$109.75	\$0.00	\$0.00
All Terrain Forklift	HR	0.0	\$47.00	\$0.00	\$0.00
Trench Compactor	HR	0.0	\$51.00	\$0.00	\$0.00
Wacker	HR	0.0	\$24.00	\$0.00	\$0.00
Air Compressor	DAY	0.0	\$98.00	\$0.00	\$0.00
Total Equipment Cost					\$744.24

Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Material</u>		<u>Item Total</u>
			<u>Unit</u>	<u>Total</u>	
Additional Solenoid Valve	EA	1	\$222.00	\$222.00	\$222.00
Miscellaneous Pipe Fittings	LS	1	\$149.09	\$149.09	\$149.09
	EA	0	\$0.00	\$0.00	\$0.00
	LS	0	\$0.00	\$0.00	\$0.00
	LS	0	\$0.00	\$0.00	\$0.00
	LS	0	\$0.00	\$0.00	\$0.00
Total Material Cost					\$371.09

Subcontractors

<u>Company</u>	<u>Description of Work to be Performed</u>	<u>Item Total</u>
D&H Electric	Additional electrical work at well.	\$5,455.00
		\$0.00
		\$0.00
		\$0.00
Total Subcontractor Cost		\$5,455.00

Worksheet Total	\$10,223.77
------------------------	--------------------

Cost Breakdown

Size/Model	Item Desc	Qty	UOM	Mat Unit	Mat Ext	Lbr Unit	Lbr Ext
	STP Cable	800	LF	\$ 0.85	\$ 680.00	0.0078	6.24
	FLOW SENSOR	1	EACH	\$ 280.00	\$ 280.00	2	2
#14	THWN Conductor	1000	EACH	\$ 0.22	\$ 220.00	0.0043	4.3
	1-5/8"x1-5/8" DEEP UNITRUT	5	EACH	\$ 0.48	\$ 2.39	0.1	0.5
1"	RIGID STEEL CONDUIT	10	LF	\$ 14.31	\$ 143.05	0.062	0.62
	CUT AND THREAD	1	EACH	\$ -	\$ -	0.75	0.75
1"	UNISTRUT STRAP	1	EACH	\$ 2.65	\$ 2.65	0.1	0.1
1"	ALUMINUM LB	1	EACH	\$ 10.57	\$ 10.57	0.5	0.5
1"	LIQUID TIGHT METALIC FLEX	5	LF	\$ 5.69	\$ 28.45	0.06	0.3
1"	METALIC LT STR CONNECTOR	2	EACH	\$ 10.39	\$ 20.78	0.17	0.34
6x6x4	N3R JUNCTION BOX	2	EACH	\$ 45.38	\$ 90.76	0.66	1.32
1/4" x 1"	ZAMAC CONCRETE ANCHORS	4	EACH	\$ 0.72	\$ 2.90	0.08	0.32
LINE	DRILL AND TAP LABOR	1	EACH	\$ -	\$ -	0.2	0.2
	TROUBLESHOOT/ASSIST PUREFLOW	1	EACH			20	20
1	DIRECT MATERIAL SUBTOTAL				\$ 1,481.55		
2	Direct Labor Hours	37.49	Hours				
3	Base Rate	\$ 54.50	x line 2			\$ 2,043.21	
4	FICA	7.65%	of line 3		7.65%	\$ 156.31	
5	Federal Unemployment Tax	1.00%	of line 3		1.00%	\$ 20.43	
6	Workers Comp Insurance	4.59%	of line 3		4.59%	\$ 93.78	
7	State Unemployment Tax	6.00%	of line 3		6.00%	\$ 122.59	
8	Lodging and Per Diem	\$ -	x line 2		\$ -	\$ -	
9	LABOR SUBTOTAL (add lines 3-8)						\$ 2,436.32
10	Lift Rental					\$ -	
11	Sales Tax on Rental Equipment	7.65%	of line 12			\$ -	
12	Equipment Ownership and Operating Expenses						
13	Equipment Subtotal (add lines 10-12)						\$ -
14	General Conditions/Field Office Overhead (FOOH)		Hours	Rate			
15	Project Manager	6.00	\$ 75.00			\$ 450.00	
16	Supervisor	1.00	\$ 55.00			\$ 55.00	
17	Site Safety Officer	0.00	\$ 55.00			\$ -	
18	Quality Control Officer	0.00	\$ 55.00			\$ -	
19	Estimating/Coordination/Development of SOW	1.50	\$ 125.00			\$ 187.50	
20	One Service Truck per day	0.00	\$ 54.12			\$ -	
21	Job Office Storage Trailer and Supplies	0.00	\$ 5.60			\$ -	
22	FOOH SUBTOTAL (add lines 15-21)						\$ 692.50
23	MAT, LABOR, EQPT & FOOH SUBTOTAL (add lines 1,9, 13 & 22)						\$ 4,610.37
24	Overhead		x line 23		10.00%	\$ 461.04	
25	Profit		x line 23		10.00%	\$ 461.04	
26	SUBTOTAL (add lines 23-25)						\$ 5,532.45
27	Contractor's Bond Premium		of line 29		0.00%	\$ -	
28	Sales Tax on Material		of line 29		0.00%	\$ -	
29	TOTAL COST (Add Lines 26-28)						\$ 5,532.45



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. F.

Meeting Date: 09/17/2025
Department Head: Nigel Reynoso, Chief of Police, Police Department
Submitted By: Michelle Boucher, Police Administrator, Police Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase annual medical evaluations and screenings for Police Department staff using Fiscal Year 2025-2026 Budgeted Funds. **(Damian Miller, Lieutenant)**

SUMMARY:

Services Provided

Annual medical and physical evaluations will be provided for Police Department staff. The program is designed to detect early risk factors and help prevent long-term health concerns, which are especially important for high-risk groups. Heart Fit for Duty and its providers will conduct examinations and testing, and provide the results to participating staff. The cost of the service will vary based on the selection of the service per staff member. The total amount per person, based on which tests will be provided, will vary in a range from \$1,840.20 to \$2,344.70. The testing will be offered to staff who choose to participate; it will not be mandatory. The total amount budgeted and approved for this service is \$55,000.00.

Purchase of Services

The services will be provided by Heart Fit for Duty under the City of Scottsdale Contract #20250124r, which offers a cost reduction compared to the state contract. The quote provided lists all the optional services that will be offered to staff.

San Luis City Code-Purchasing

The purchase comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Scottsdale contract #20250124r for service.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ANNUAL PHYSICAL MEDICAL EVALUATIONS FOR POLICE DEPARTMENT STAFF FOR A TOTAL AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT OF \$55,000.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$55,000.00
BUDGETED AMOUNT: \$55,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual
Services/100-181-80000/\$180,846
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The total amount of the purchase will vary based on the services selected and provided, and will not exceed the budgeted amount of \$55,000. Fiscal Year 2025-2026 budgeted funds.

Attachments

Quote

City of Scottsdale Contract



Protecting our First Responders

August 26, 2025

San Luis Police Department

Quote for Annual Physical

Annual Physical per patient-Individual pricing

Annual physical-Stress Test, EKG, and Blood work	\$901.25
Annual physical-EKG, blood work (WITHOUT Stress Test)	\$646.75
Chest Xray Baseline, then every five year or medically indicated	\$61.80
Low Dose Lung CT Recommended every 3-5 years	\$239.00
Calcium Score Recommended every 3-5 years	\$154.50
PSA Patient 40 years old or older	\$41.20
FMS	\$66.95
MRI	\$630.00
Screening Mammogram	\$250.00

Prices are subject to a signed contract; without a signed contract prices are *subject to change without prior notice due to unforeseen economic circumstances*. All payments are due within 30 days of the dated invoice, after 30 days, all invoices are subjected to a 2% late payment fee. Credit card payments will be accepted with a 3% fee charged per invoice. No show and frequent cancellations of appointments by the same patient will be access a fee per patient for each no show and/or cancellation of \$250.00.

2025-110-COS - FIREFIGHTER PRE-EMPLOYMENT & ANNUAL MEDICAL EXAM SERVICES



City of Scottsdale, AZ [Back to list \(\(portal/\)\)](#)

Q Contract Details

Project: City of Scottsdale, AZ

Terms:

#1 Jul 1, 2025 → Jun 30, 2026

Status: ACTIVE

Vendor: HeartFit For Duty

Extendable: ✓

Description:

Perform Annual Firefighter Medical Exams for approximately four-hundred (400) Firefighters and new hire recruits for the department annually.

Start Date (first contract term begin date):

01 Jul 2025

End Date (next contract term date):

30 Jun 2026

Value (estimated fiscal year spend):

\$459,000.00

Project # (when applicable):

RFP-112024-216

Purchasing Agent:

3 Juarez

Contract Ultimate Expiration Date:



Award Type:

Council

Cooperative Contract:

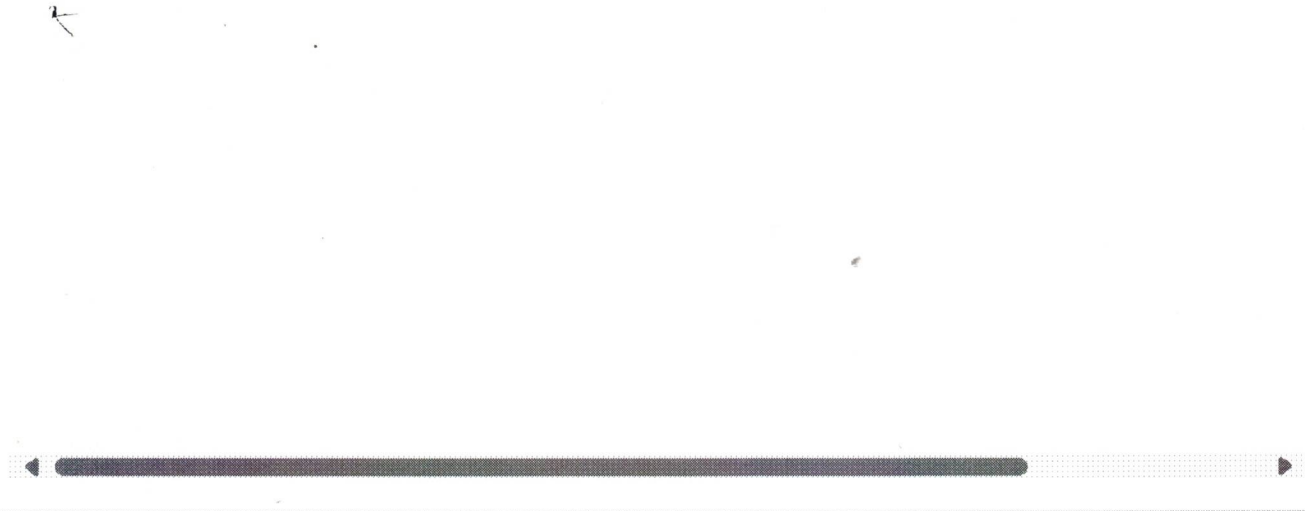
Yes

Opportunity: FIREFIGHTER PRE-EMPLOYMENT & ANNUAL MEDICAL EXAMS

[View Opportunity \(/opportunities/161929\)](/opportunities/161929)

Files

Name	Type	Date Created
20250124r - SOLICITATION - RFP-11...	Contract	Jul 16, 2025



- [Technical Support \(/portal/support\)](/portal/support)
- [Portal Security \(/portal/security\)](/portal/security)
- [Terms of Service \(https://gobonfire.com/terms-service\)](https://gobonfire.com/terms-service)
- [Privacy Policy \(https://eunasolutions.com/privacy-policy\)](https://eunasolutions.com/privacy-policy)
- [Sitemap \(/sitemap\)](/sitemap)



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. G.

Meeting Date: 09/17/2025

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding annual physicals with the company 1582, LLC. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The San Luis Fire Department is requesting approval for our annual physicals with 1582 LLC, a company that specializes in providing comprehensive annual physicals for fire departments. As you are aware, the health and well-being of our firefighters are critical to maintaining the highest level of service for our community. Partnering with 1582 will ensure that our firefighters receive thorough and tailored medical evaluations, helping us to identify potential health issues early and take preventative measures. The company's expertise in working with fire departments ensures that their assessments are specifically designed to meet the unique needs and risks associated with our profession.

By approving our annual physicals, you will be taking a significant step towards enhancing the safety and longevity of our firefighters' careers. 1582's proven track record, coupled with their specialized approach, will provide our team with the best possible care. This proactive measure will not only protect the health of our firefighters but will also ensure that our department remains fully operational and capable of responding to the needs of our community. We strongly believe that this partnership is an investment in the well-being of our firefighters and, by extension, the safety of the entire community.

San Luis City Code on Purchasing, Section 3.05.080 on professional medical services, applies, and bidding is not required.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ANNUAL PHYSICAL MEDICAL EVALUATIONS FOR THE FIRE DEPARTMENT STAFF FOR A TOTAL AMOUNT NOT TO EXCEED THE BUDGETED AMOUNT OF \$54,645.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$54,645
BUDGETED AMOUNT:	\$54,645
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-182-80000;
340-341-80000

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

N/A

Attachments

Quote for Physiscals

Quote
San Luis Fire Department

July 30th, 2025

To:
Chief Enrique Lopez
San Luis Fire Department

From:
Paul Granstrom - President of 1582, LLC

RE: Quote for NFPA 1582 Compliant Medical Evaluations

Chief Lopez,

1582 Medical Corporation with the assistance of 1582, LLC, is pleased to present our quote to assist the San Luis Fire Department by providing NFPA 1582 Compliant Medical Evaluations.

We prepared to serve your group. We understand that you have 55 members to be seen and need to determine the dates and times.

1582 specializes in serving Fire Departments and Fire Districts throughout the Western States by providing On-Site Medical Testing. 1582 is headquartered and located at 1855 N. McCarran Blvd., Sparks, NV 89431.

Sincerely,



Paul Granstrom
President
1582, LLC
(775) 846-3413
paul@1582exam.com

Company Background:

1582, LLC (hereafter referred to as “1582”) was formed for the purposes of providing NFPA 1582 compliant examinations ON-SITE for Fire Departments throughout the Western States. We believe the conducting these examinations ON-SITE can save Fire Departments large sums of money, by eliminating down time, paid overtime and units and staff being out of service. Additionally, bringing the medical specialists to the Fire Department will provide the best possible experience for serving large groups of Firefighters.

Mark Gaetke, MD is President of Gilbert, Gaetke and Associates of Nevada, MD, LTD d/b/a **ARC Health & Wellness Centers** (sister company to 1582) was formed in 2009 to specialize in conducting NFPA 1582 Examinations and Comprehensive Public Safety Examinations for Police officers and Firefighters. Over the years, the ARC Health & Wellness book of business grew rapidly to include all agencies with the State of Nevada as well as all major cities and counties in Nevada including Police and Fire Departments in the Cities of **Reno, Sparks, Las Vegas, North Las Vegas, and Henderson**. We’ve been proudly serving nearly every Fire Department in the State of Nevada for a period of 15 years, as Nevada put into law a Heart & Lung Bill mandate NRS / NAC 617 that closely follows NFPA 1582.

Proudly Serving over 30 Nevada Fire Departments including (*dates listed we're start dates*):

Sparks Fire Department (2007)

Reno Fire Department (2008)

Carson City Fire Department (2010)

Las Vegas Fire & Rescue (2011 – Fire Rescue Clinic)

North Las Vegas Fire Department (2011)

Henderson Fire Department (2014 WellTrac)

Mesquite Fire Department (2019)

Amentum (DOD Contractor - Nevada Test Site - 2022)

In 2017, we formed a Limited Liability Corporation, known as **1582, LLC** – (“**1582**” for Short) as the name is more synonymous with Firefighter Medical Examinations, we expanded services in the states of Colorado, Arizona, and California. As a result, 1582 has become the leading provider of NFPA 1582 compliant physical exams in the Western United States conducting more than **11,000 annual exams** per year.

Currently, our organization has a total of **(2) two medical facilities** in Nevada (Las Vegas and Reno) and **(1) one medical facility in Tucson, Arizona**. In addition, 1582 has a fleet of **six (6) mobile medical units** to provide on-site services for our clients.

1582 has been serving various Fire Department/District clients in **California** including:

North Lake Tahoe Fire Department (2019)
Merced Fire Department (2019)
Clovis Fire Department (2019)
Corona Fire Department (2020)
NASA Jet Propulsion Laboratory Fire Dept. (2020)
Carlsbad Fire Department (2021)
Sonoma Valley Fire Protection District (2022)
Monterey Fire Department (2023)
Monterey County Fire District (2023)
Petaluma Fire Department (2023)
South San Joaquin County Fire Authority (2023)
Fresno Fire Department (2023)

1582 has also been growing greatly in **Arizona** proudly serving Fire Departments/Districts including:

Kingman Fire Department (2015)
Bullhead City Fire Department (2016)
Casa Grande Fire Department (2019)
Northwest Fire District (2020)
Golder Ranch Fire District (2020)
Prescott Fire Department (2020)
Buckeye Fire Department (2021)
Yuma Fire Department (2021)
Tucson Fire Department (2021)
Lake Havasu City Fire Department (2022)

1582 was awarded the contract to serve **Northwest Fire District** (the largest Fire District in Arizona) in 2019 and other departments have enacted the Mutual Use Clause of that contract to begin working with us; including **Golder Ranch Fire District, Prescott Fire Department, and City of Buckeye Fire Department** to name a few. In 2021, 1582 was awarded a multi-year contract to serve the State of Arizona's 2nd largest Fire Department (*over 700 Annual Firefighters*) in Arizona - **Tucson Fire Department**.

Conducting NFPA 1582 Compliant Exams is not merely a product line for 1582, it is our primary business. As indicated previously, 1582 has been providing the services solicited in this RFP since 2009. Very few medical providers understand the complexities of conducting NFPA 1582 compliant

physicals. The principals/key personnel of 1582 have collectively been conducting these exams for over 40 years! 1582's dedicated clinical and management team has a depth of expertise which only comes from having extensive working experience in the industry they serve. Our Occupational Health team of experts can help you stay in compliance with all regulations pertaining to the services provided in this RFP.

Our Medical Director, Mark Gaetke, MD is one of the most experienced physicians in conducting Annual Police and Fire Exams in the country. He has been conducting these exams for the past 27 years...first as Medical Director of Concentra (one of the nation's largest Occupational Medicine Providers) and then as Corporate Medical Director of 1582 / ARC Health & Wellness Centers.

Robert Keller, MD has extensive experience as a physician holding numerous prestigious positions spanning his career. Prior to joining 1582, Dr. Keller was Medical Director and Chief Medical Officer of the Health & Family Practice and Occupational Center of the Pebble Beach Company. He also served as Senior Partner of the Monterey Bay Emergency Physician group serving the Community Hospital of the Monterey Peninsula. Dr. Keller also held the position of Chairman of the Medical Board of California, Medical Quality Review Committee and Chairman of the District #8 for the State of California.

Brian Kuhn, MD has been working with 1582 and our sister companies conducting Firefighter Examinations for over seven years, he is a very skilled physician in Emergency Medicine. He is incredibly personable and understands NFPA 1582.

1582 currently employs a total of approximately 35 team members including seven (7) licensed physicians who conduct physical exams...and all are trained and certified in conducting stress treadmill tests. In the event of the death or disability of a clinical provider, 1582 has sufficient physician staff to ensure that all services provided under this contract will remain un-interrupted.

METHODOLOGY AND SCHEDULE

We are prepared to provide multiple solutions to complete the ONSITE Examinations and can conduct the examinations of different time frames.

Step # 1 - identify the best time of year to complete the exams.

Step # 2 - identify the best CITY LOCATION to conduct the testing.

Step # 3 - identify how many exams are to be completely weekly and how weeks are needed.

Step # 4 - identify if exams are completed ON DUTY/OFF DUTY and best scheduling frequency.

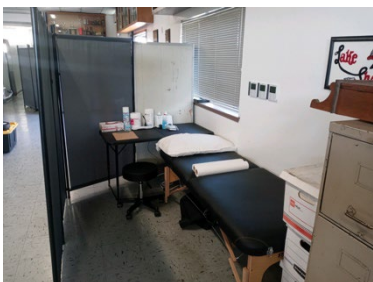
Step # 5 - identify the options for completing the examinations (1 Visit / 2 Visit)

Step # 6 - rollout schedules and planning

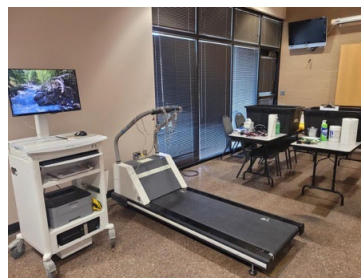
METHODOLOGY OPTIONS:

Examinations will be conducted **ONSITE** at **CITY PROPERTY** for example a Training Center, Fire Station, City Hall, etc. We will bring our equipment to your facility and set up for testing at the desired city location most convenient for the Department. Enclosed are pictures of ONSITE Exams showing how we can set up virtually anywhere:

Private Room/Area - Ultrasound Screenings

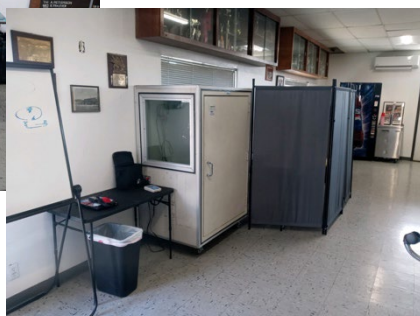


Area for Stress EKG Testing



One Open Area for Audiogram

Spirometry Blood Draw



PHYSICIAN EXAM ROOM:

Private room / Private office for the Physician to conduct the examination and discuss all the results. This can be a Captain's Office, private room or storage room.

EXAM ONE PROCESS

This method is least disruptive to the Department as the exam is compressed into ONE VISIT. We must get the lab work completed ahead of time for this scenario to work.

Step # 1 - Member receives Lab Order to go to Quest or LabCorp for Bloodwork

EXAM ONE VISIT - 14 Patients per Day scheduled every 30 Minutes.

Time needed per member is two (2) hours per member.

SAMPLE SCHEDULE FOR DAY:		Patient # 1	Start Time: 0700
Station # 1	Ultrasound	30 Minutes	700
Station # 2	Medical Assistant Testing	30 Minutes	730
Station # 3	Cardiac Stress Test	30 Minutes	800
Station # 4	Physician Exam	30 Minutes	830

SAMPLE SCHEDULE FOR DAY:		Patient # 2	Start Time: 0730
Station # 1	Ultrasound	30 Minutes	730
Station # 2	Medical Assistant Testing	30 Minutes	800
Station # 3	Cardiac Stress Test	30 Minutes	830
Station # 4	Physician Exam	30 Minutes	900

This is the **PREFERRED** scheduling option is we complete all testing in **ONE VISIT**. We must get the Labs completed ahead of time for the physician to be able to review the results with the member to determine any potential concerns or make a Fitness for Duty Determination.

At the end of the visit, the members will receive a copy of the results to present to their primary care provider for treatment recommendations by 1582. All copies of results will be provided including Labs, Ultrasound Results, Stress EKG tracings and comments from the physician detailing areas of concern. Results are transmitted via Citrix Sharefile to their email address on file.

EXAM ONE - Testing Methodology (1 Visit Event)

Sample Schedule – 60 patients per week

Comments: If we plan on working four-day increments, we can target 3 different Battalion Shifts to maximize flexibility and rotate the weeks so that we can provide an equal number of days for Each Battalion Shift. We'll complete 53 patients weekly in this scenario and add a day for the next week.

San Luis Fire Fire

SAMPLE SCHEDULE - NFPA 1582 Exams

	A SHIFT	B SHIFT	B SHIFT	C SHIFT
800	ADMIN	SHIFT CHANGE	ADMIN	SHIFT CHANGE
830	STATION 2	STATION 1	STATION 2	STATION 1
900	STATION 2	STATION 1	STATION 2	STATION 1
930	STATION 2	STATION 1	STATION 2	STATION 1
1000	Ambulance	Ambulance	Ambulance	Ambulance
1030	Ambulance	Ambulance	Ambulance	Ambulance
1100	BREAK	BREAK	BREAK	BREAK
1130	STATION 4	STATION 3	STATION 4	STATION 3
1200	STATION 4	STATION 3	STATION 4	STATION 3
1230	STATION 4	STATION 3	STATION 4	STATION 3
1300	ADMIN	ADMIN	ADMIN	ADMIN
1330	BREAK	BREAK	BREAK	BREAK
1400	STATION 1	STATION 2	STATION 1	STATION 2
1430	STATION 1	STATION 2	STATION 1	STATION 2
1500	STATION 1	STATION 2	STATION 1	STATION 2

In this scenario, we start a little earlier to have the first Doctor’s appointment at 1000, the physician will complete his last exam at 1500 and complete about 1700.

If we provide two weeks spread out over a few weeks by completing 60 patients week one. We are open to different date options with a completion prior to the end of the Fiscal Year.

REPRESENTATIVE RESUMES

MARK J. GAETKE, MD

ROBERT P.K. KELLER, MD

TROY W. ROSS, MD, MPH

BRIAN J. KUHN, MD

KEITH C. ARNOLD, MD, MPH

WILLIAM (MARK) ELLIOTT, II, MD



ROBERT P.K. KELLER, M.D.
EMERGENCY MEDICINE

Medical School University of Utah College of Medicine, 1974

Surgical Residency University of Utah College of Medicine, Affiliated Hospitals General Surgery, 1973 - 1975

Emergency Medicine Northwestern-Rush Presbyterian-St. Luke's-Christ Residency Hospitals, Emergency Medicine Residency Program, Chicago, 1978

Staff Physician / California
ARC Health & Wellness Centers – 2018 - Present
1582 – 2018 - Present

Past Positions:

Chairman, Appointed by the Governor of California

Medical Board of California

Medical Quality Review Committee
 District #8 for the State of California

Senior Partner, Member of the Board, and Staff ED Physician

Monterey Bay Emergency Physicians, Inc
Community Hospital of the Monterey Peninsula
 Monterey, CA

Medical Director & CMO

Pebble Beach Company
 Health & Wellness Family Practice and Occupational Center
 Pebble Beach, CA

Chairman

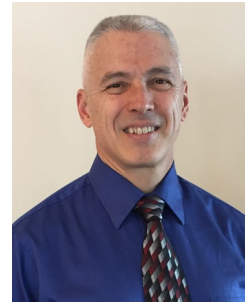
Community Hospital of the Monterey Peninsula
 Emergency Department
 Monterey, CA

Medical Director

Community Hospital of the Monterey Peninsula
 Employee Health/ Workers Compensation
 Monterey, CA

Certification & Affiliations Medical:

California Medical Association
 Monterey County Medical Society
 AACS - American Academy of Cosmetic Surgery Associate Member
 ASLSS - American Society of Lipo-Suction Surgery Member
 ACP - American College of Phlebology Member
 ACEP – American College of Emergency Physician
 FAA Senior Aviation Examiner
 Arizona Medical License - # 59562



TROY W. ROSS, MD, MPH
OCCUPATIONAL AND ENVIRONMENTAL MEDICINE

Medical School	Uniformed Services University, 1997
Orthopedic Surgery Residency	Eisenhower Army Medical Center, GA July 2000 – Jan. 2002
Preventative Medicine	Madigan Army Medical Center, WA July 2004 – June 2006

Occupational Medicine Physician:
ARC Health & Wellness Centers – 2016 – Present
1582 – 2018 - Present

Dr. Ross has worked with ARC and 1582 over the Past (8) Eight Years. Dr. Ross is a former US Army Flight Surgeon, licensed to conduct FAA and DOT Examinations, licensed to practice Medicine in Arizona, Colorado, Utah, Mississippi, Nevada and Alabama. Dr. Ross is very skilled in conducting NFPA 1582 and NRS 617 examinations.

Past Positions:

Chief of Occupational Health Sierra Army Depot, US Army, Herlong, CA	2012 – 2016
Occupational medicine and utilization review physician, Concentra Health	2010 – 2012
Occupational medicine physician, Renown Occupational Health	2009 – 2010
State Flight Surgeon for the NV Army National Guard	2009 – 2012
Deployed as the 4 th Infantry Division Preventive Medicine Physician, Baghdad, Iraq returning to assigned position as Chief of Preventive Medicine	2007 – 2009
Chief, Department of Preventive Medicine and Occupational Health, Darnall Army Medical Center, Ft Hood, TX	2004 – 2006

Certification & Affiliations Medical:

Arizona Medical License - # 58132
 Colorado Medical License - # 37384
 Nevada Medical License - # 13234
 Alabama Medical License - # 36979
 Utah Medical License - #10814164-1205
 Mississippi Medical License - #26504

Board Certifications:

ABPM - General Preventive Medicine, expired Jan 2017
 ABPM – Occupational Medicine, expires Jan 2020

BRIAN J. KUHN, MD
EMERGENCY MEDICINE



Medical School	McMaster University Medical School	1976
Family Medicine Residency	McMaster University Residency Program	1976 - 1978
Fellow American Board of Emergency Medicine		1995
Anesthesia Residency	University of Arizona, Tucson	2005-2006

Staff Physician
ARC Health & Wellness Centers – 2016 – Present
1582 – 2018 - Present

Dr. Kuhn is a multi-disciplined Emergency Medicine Physician with experience in Family Medicine, Urgent Care, Diving and Underwater Medicine, Nautical Medicine as well as High Altitude Medicine serving as a Trek Physician on Mt. Everest, Himalayas and Nepal.

Dr. Kuhn was a former resident of Tucson from 2005 – 2007, he proudly speaks about participating in the Tour De Tucson four times.

Past Positions:

Holland America Cruise Ship Physician	2008-2013
St. Mary's Hospital (Reno)	1988-2005
Barton Memorial Hospital (Lake Tahoe)	1986-1987

Certification & Affiliations Medical:

- Arizona Medical License - # 57693
- California Medical License - # C38871
- Nevada Medical License - # 5074



KEITH C. ARNOLD, MD-MPH
FAMILY MEDICINE

Medical School	University of Arizona College of Medicine	2012 - 2017
Family Medicine Residency	Mountain Area Health Education Center	2017 - 2020
University of California at Berkeley	B.A. Political Economy	2002 - 2006
Staff Physician		
1582	– 2022 - Present	

Dr. Arnold is a Bi-Lingual (English/Spanish) Physician with experience in Family Medicine, Urgent Care, Critical Care Access. He is currently working on obtaining his California Medical Licensure. He holds a dual degree in Medicine and master’s in public health.

Past Positions:

Vista Staffing Solutions – Hospitalist Locum	6/22 – 12/22
Flagstaff Family Care Clinics – Family Medicine Physician	10/20 – 1/22

Certification & Affiliations Medical:

MAHEC Spirit of MLK Jr Award – <i>Emerging Leader</i>	01/19
<ul style="list-style-type: none"> Annual award recognizing an individual whose attitude and actions exemplify the spirit and values of Martin Luther King Jr. 	
Kaiser Permanente Excellence in Teaching Award – <i>UNC School of Medicine.</i>	08/18
<ul style="list-style-type: none"> Honoring residents who contribute in an exemplary way to the education of medical students 	
Family Medicine Community Scholar Award – <i>UACOM</i>	05/17
Phi Kappa Tau Fraternity – <i>President, U.C. Berkeley</i>	01/05-01/06
Varsity Rugby – <i>U.C. Berkeley</i>	



WILLIAM (MARK) ELLIOTT, II, MD
FAMILY MEDICINE

Medical School	The Medical College of Virginia	1976 – 1980
Family Medicine Residency	North Carolina Baptist Hospital Wake Forest University Bowman Gray School of Medicine	1981 - 1983

Staff Physician
1582 – 9/2021 - Present

Dr. Elliott has worked full time as a physician since 1983 in Family Practice and Emergency Medicine. He has successfully served many 1582 clients with raving reviews from our Firefighters about great attention to detail and very personable.

Past Positions:

Adean Region Medical Center	6/20 – 9/21
Greenfield Area Medical Center	6/18 – 6/20
Stonewall Jackson Memorial Hospital	9/17 – 9/21
Pocahontas Memorial Hospital	4/18 – 8/18

MEDICAL AFFILIATIONS

The American College of Emergency Physicians Member since 1999
Fellow since 2007

The American Medical Association Member since 1983

COST PROPOSAL

<i>TOTAL COST PER MEMBER -</i>			<i>\$875.00</i>
<i>Total Member</i>			<i><u>x 55</u></i>
<i>Total Project Cost</i>			<i>\$48,125.00</i>
<i>Mobile Onsite Fee</i>			<i><u>\$ 2,500.00</u></i>
<i>Total Cost</i>			<i>\$50,625.00</i>
<i>Additional Tests added:</i>			
<i>HIV Testing per Member at \$40.00 per member</i>	<i>55 x \$40.00</i>		<i>\$2,200.00</i>
<i>Testosterone Testing per Member at \$35.00 per member</i>	<i>52 x \$35.00</i>		<i><u>\$1,820.00</u></i>
<i>Grand Total</i>			<i>\$54,645.00</i>

***MOBILE ONSITE FEE OF \$2,500.00 TO COVER TRAVEL EXPENSES, FLIGHT,
HOTEL, CAR RENTAL ETC...***

SCOPE OF WORK

Physical Examination and Evaluation will include all tests listed below listed as “INCLUDED”, unless patient declines or opts out of components or if considered not medically necessary based on NFPA 1582 Standards.

Occupational Health Testing	
Audiogram – Occupational Hearing Exam	INCLUDED
Biometric Screening	INCLUDED
Spirometry (Pulmonary Function Test)	INCLUDED
Vision Screening	INCLUDED
Resting EKG	INCLUDED
Blood Pressure Monitoring	INCLUDED
Vital Signs	INCLUDED

Physical Exam – NFPA 1582	
Physical Examination as outlined in NFPA 1582	INCLUDED
Medical History Review	INCLUDED
Skin Cancer Assessment	INCLUDED
Cardiac Risk Stratification	INCLUDED
Sleep Disturbance Apnea Assessment	INCLUDED
Health Promotion Counseling – Review	INCLUDED
OSHA Respirator Questionnaire	INCLUDED
Firefighter Medical Clearance – 1582 TIERS	INCLUDED

Laboratory Blood / Urine Testing	
Complete Blood Count with Differential	INCLUDED
Comprehensive Metabolic Panel	INCLUDED
Fasting Lipid Panel	INCLUDED
Urinalysis	INCLUDED
Diabetes Screening – Fasting Glucose – A1C Hemoglobin	INCLUDED
C-Reactive Protein	INCLUDED
Prostate Specific Antigen	INCLUDED
Hemoccult Test	INCLUDED

CA-125 (female only)	INCLUDED
Thyroid Panel (TSH and T4)	INCLUDED
Cardiac and Pulmonary Assessment	
Stress EKG, WFI Protocol	INCLUDED
Aerobic Capacity	INCLUDED
Ultrasound Screening – Carotid and Aortic Aneurysm Screening	INCLUDED
Cancer and Disease Assessment	
Ultrasound Screening – Thyroid	INCLUDED
Ultrasound Screening – Pancreas, Liver, Gallbladder, Spleen and Kidney	INCLUDED
Ultrasound Screening – External Pelvic (Female Only)	INCLUDED
Ultrasound Screening – Prostate and Testicular (Male Only)	INCLUDED

Members will receive a copy of all results electronically online via Citrix Sharefile, all records will be scanned to a PDF document for easy retrieval and members encouraged to bring to their physician to review.

1582 Medical Corporation **only** uses a **LICENSED PHYSICIANS** to conduct the NFPA 1582 Examination on-site, as per your contract and can conduct all tests/exams onsite.

The following proposed items are separate from the standard physical examination and evaluation, not applicable to all members, cost per member:

REFERENCES

RENO FIRE DEPARTMENT

ANDY ANCHO

Division Chief / Emergency Manager

(775) 432-3805 - Cell

(775) 333-7774 - Work

AnchoA@Reno.Gov

We provide NFPA 1582 Compliant Examinations for City of Reno Fire Department since 2008 with Mark Gaetke, MD as the Medical Director of ARC Health & Wellness Centers, sister company to 1582, LLC. With a project date since 2008 over the last 15 years.

TUCSON FIRE DEPARTMENT

LEWIS M. HARRIS

Assistant Chief - Administrative and Personnel Services Bureau

(520) 406-9652 - Cell

(520) 837-7090 - Work

Lewis.harris@tucsonaz.gov

We provide NFPA 1582 Compliant Examinations for City of Tucson Fire Department with a project date since 2021 with Mark Gaetke, MD as the Medical Director of 1582, LLC.

FRESNO FIRE DEPARTMENT

BILLY ALCORN

Fire Chief

(209) 777-2359 - Cell

(559) 621-4101 - Work

Billy.alcorn@fresno.gov

We provide ONSITE NFPA 1582 Compliant Examinations for Fresno Fire Department with a project date from 2021.
