



City of Yuma City Council Meeting Agenda

Wednesday, July 1, 2026

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

Notice is hereby given, pursuant to Resolution R2015-047 that one or more members of the Yuma City Council may participate in person or by telephonic, video or internet conferencing. Voting procedures will remain as required by the Yuma City Charter and other applicable laws.

Those wishing to speak on an agenda item or during Call to the Public must complete a Speaker Request Form prior to the start of the meeting. Speaker Request Forms can be found on the City's website, in the Clerk's Office, as well as in the Council Chambers.

"Call to the Public" comments are limited to non-agenda items that pertain to City business under the authority and legislative functions of the City Council. The total time for "Call to the Public" is limited to 30 minutes.

Speaker Request Forms should be submitted to City Clerk staff prior to the start of each meeting. All speakers, whether speaking on an agenda item or during "Call to the Public" are provided 3 minutes, with no more than 5 speakers permitted per topic/issue.

City Council Worksessions and Regular City Council Meetings can be viewed through the following platforms:

- Cable – Meetings are broadcast live on Spectrum Cable Channel 73.
- Live Stream – Residents can watch meetings on their computer or mobile device at www.yumaaz.gov/telvue. Previous Council meetings are also available on-demand.
- Virtual – Residents can watch meetings via Teams on their computer or mobile device at www.yumaaz.gov/publicmeetings. Click on "Calendar" then select the City meeting and click "Join".

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

Final call for submission of Speaker Request Forms.

ROLL CALL

I. MOTION CONSENT AGENDA

All items listed on the Motion Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. In which event, the item will be removed from the Motion Consent Agenda and the vote or action may be taken separately.

A. Approval of minutes of the following City Council meeting(s):

1. [MC 2026-120](#) **Regular Council Worksession Draft Minutes May 5, 2026**
Attachments: [2026 05 05 RWS Minutes](#)
2. [MC 2026-121](#) **Regular Council Worksession Draft Minutes May 19, 2026**
Attachments: [2026 05 19 RWS Minutes](#)

B. Executive Sessions

Executive Sessions may be held at the next regularly scheduled Special Worksession, Regular Worksession and City Council Meeting for personnel, legal, litigation and real estate matters pursuant to A.R.S. § 38-431.03 Section A(1), (3), (4), and (7). (City Attorney)

C. Approval of staff recommendations:

1. [MC 2026-108](#) **Bid Award: Gate Valves and Accessories**
Authorized the purchase of Gate Valves and Accessories to the lowest responsive and responsible bidders for a total estimated expenditure of \$30,000.00 annually to Ferguson Waterworks of Phoenix, Arizona and Yuma Winnelson of Yuma, Arizona. (Utilities-RFB-26-265) (Jeremy McCall/Robin R. Wilson)
2. [MC 2026-109](#) **Contract Award: Professional Engineering Design Services - Pavement Replacement**
Authorize an engineering design services contract for Pavement Replacement for Sanguinetti Manor 1 and 2 subdivisions utilizing the Professional Engineering Services On-Call contract at an expenditure of \$225,000.00 to Dahl Robins and Associates Inc., Yuma, Arizona. (Engineering-RFQ-26-110) (David Wostenberg/Robin R. Wilson)

3. [MC 2026-110](#) **Cooperative Purchase Agreement: Information Technology Products and Services**
Authorize the purchase of Information Technology Products and Services utilizing vendors awarded through approved cooperative purchasing agencies for an estimated amount of \$8,894,305.00. (IT-CPA-27-001) (Isaiah Kirk/Robin R. Wilson)

Attachments: [IT Spending by Department](#)
4. [MC 2026-111](#) **Cooperative Purchase Agreement: SCADA Server Refresh**
Authorize the purchase of server hardware, software, licensing, configuration, and warranty support for the Supervisory Control and Data Acquisition (SCADA) Server Refresh utilizing multiple Cooperative Purchase Agreements in the estimated amount of \$150,000.00. (IT-Utilities-CPA-27-002) (Isaiah Kirk/Robin R. Wilson)
5. [MC 2026-112](#) **Cooperative Purchase Agreement: Cyclical Laptops and Monitors Refresh Project**
Authorize the purchase of laptops, monitors, docking stations, configuration, and warranty support utilizing a Cooperative Purchase Agreement with Dell Technologies, Round Rock, Texas in the estimated amount of \$625,000.00. (IT-CPA-27-003) (Isaiah Kirk/Robin R. Wilson)
6. [MC 2026-113](#) **Cooperative Purchase Agreement: Cyclical Network Refresh Project**
Authorize the purchase of network devices, equipment, licensing, configuration, and warranty support utilizing vendors approved by Cooperative Purchase Agreements through the State of Arizona for an estimated total amount of \$340,000.00. (IT-CPA-27-004) (Isaiah Kirk/Robin R. Wilson)
7. [MC 2026-114](#) **Cooperative Purchase Agreement: Cyclical Public Safety Radio Equipment Refresh**
Authorize the purchase of public safety radio equipment, accessories, programming, configuration, and warranty support as part of the City's cyclical replacement plan utilizing a Cooperative Purchase Agreement with Motorola Solutions, Chicago, Illinois for an estimated amount of \$428,000.00. (IT-CPA-27-007) (Isaiah Kirk/Thomas Garrity/Robin R. Wilson)

8. [MC 2026-115](#) **Cooperative Purchase Agreement: Axon Software**
Authorize the purchase of multiple software subscriptions of Axon Draft One, Axon Auto-Transcribe Unlimited Service, Axon Evidence ECOM Pro conversion, and Device Connectivity services from Axon Enterprise LLC., Scottsdale, Arizona, utilizing a Sourcewell cooperative purchase agreement for a 46-month agreement with a yearly expense of \$164,240.57 for a total expenditure of \$656,962.24. (Police-CPA-27-008) (Thomas Garrity/Robin Wilson)
9. [MC 2026-116](#) **Design Contract Increase: Capacity Increase, Avenue 4E, 32nd Street to 40th Street Widening and Sewer and Water Extensions**
Authorize a contract increase for additional design scope of work on the Capacity Increase, Avenue 4E, 32nd Street to 40th Street Widening and Sewer and Water Extensions project for a total expenditure of \$370,395.00 to Nicklaus Engineering, Inc., Yuma, Arizona. (Engineering-RFQ-2017-20000133) (David Wostenberg/Robin R. Wilson)
10. [MC 2026-117](#) **Sole Source: Human Resources Software Subscription Renewal**
Authorize the renewal of a Software Subscription from Governmentjobs.com, dba NEOGOV, El Segundo, CA for three years at an annual estimated expenditure of \$396,000.00. (IT-HR-SS-27-006) (Isaiah Kirk/Monica Welch/Robin R. Wilson)
11. [MC 2026-118](#) **Sole Source: Tyler/New World Enterprise Resource Planning Software Subscription Renewal**
Authorize the renewal of Tyler/New World Enterprise Resource Planning (ERP) software subscription, licensing, maintenance, and support services from Tyler Technologies, Inc., Dallas, Texas for an estimated annual expenditure of \$300,000.00. (IT-Finance-SS-27-005) (Isaiah Kirk/Robin R. Wilson)
12. [MC 2026-119](#) **Outside Agency Agreement: Western Area Council of Governments**
Authorize the City Administrator to execute an agreement with the Western Arizona Council of Governments (WACOG) to provide annual funding assistance to qualified City of Yuma utility customers. (Utilities/Administration) (Jeremy McCall)

Attachments: [1. WACOG Agreement FY27](#)

II. RESOLUTION CONSENT AGENDA

All items listed on the Resolution Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a City Councilmember so requests or a Speaker Request Form has been submitted. In which event, the item will be removed from the Resolution Consent Agenda and the vote or action may be taken separately.

1. [R2026-029](#) **Election Consolidation, Voting Center Locations, and the Election Board**
Adopt the voting center locations and consolidation of the precincts, and appoint an election board for the 2026 City of Yuma Primary and General Elections to be held July 21, 2026 and November 3, 2026, respectively. (City Administration/City Clerk) (Janet Pierson)

Attachments: [1. RES Election Consolidation, Voting Center Locations and the Election Board](#)
[2. EXH A Election Consolidation, Voting Center Locations, and the Election Board](#)
2. [R2026-030](#) **Ratification: Intergovernmental Agreement for Weekend and Holiday Municipal Court Coverage**
Ratify the signing of an Intergovernmental Agreement (IGA) with Yuma County to provide a Justice Court Initial Appearance Master to preside over initial appearances for the Yuma Municipal Court on weekends and City of Yuma recognized holidays. (Municipal Court) (Del Miller)

Attachments: [1. RES IGA: Weekend and Holiday Court Coverage](#)
[2. AGMT IGA: Weekend and Holiday Municipal Court Coverage](#)
3. [R2026-031](#) **Preannexation Development Agreement: 3133 S. Florence Lane**
Authorize a Preannexation Development Agreement for the property located at 3133 S. Florence Lane (APN 696-29-008). (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. RES PDA Yuma 3133, LLC](#)
[2. AGR PDA Yuma 3133, LLC](#)
4. [R2026-032](#) **Preannexation Development Agreement: 8891 S. 48th Avenue**
Authorize a Preannexation Development Agreement for the property located at 8891 S. 48th Avenue (APN 663-29-024). (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. RES PDA 48th Avenue](#)
[2. AGR PDA 48th Avenue](#)

5. [R2026-033](#) **Intergovernmental Agreement: Yuma County Airport Authority**
Authorize an Intergovernmental Agreement (IGA) with the Yuma County Airport Authority (YCAA) to provide specialized maintenance, inspection, diagnostics, and repair services for fire apparatus and emergency response equipment supporting operations at the Yuma Proving Ground. (Public Works) (Joel Olea)

Attachments: [1. RES IGA Yuma County Airport Authority](#)
[2. AGMT IGA: Yuma County Airport Authority](#)

III. ADOPTION OF ORDINANCES CONSENT AGENDA

All items listed on the Ordinances Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a City Councilmember so requests or a Speaker Request Form has been submitted. In which event, the item may be removed from the Ordinance Consent Agenda and the vote or action will be taken separately.

1. [O2026-019](#) **Adopt the Fiscal Year 2027 City of Yuma Primary Property Tax Levy, the Main Street Mall and Off-Street Parking Maintenance District No. 1 Property Tax Levy, and 13 Municipal Improvement District Tax Levies**
Adopt the Fiscal Year 2027 Primary Property Tax Levy, the Main Street Mall and Off Street Parking Maintenance District No. 1 Property Tax Levy, and 13 Municipal Tax Levies.
(Administration/Finance) (Jay Simonton/Douglas W. Allen)

Attachments: [1. ORD Property Levies Adoption FY 2027](#)

IV. INTRODUCTION OF ORDINANCES

The following ordinance(s) is presented to the City Council for introduction. No vote or action by the City Council is necessary. However, the City Council may, at its option, vote or take action where appropriate. Ordinances given introduction are generally presented to the City Council for adoption at the next Regular City Council meeting.

1. [O2026-021](#) **Compensation and Benefits for Presiding Municipal Judge**
Establish compensation and benefits for the office of Presiding Municipal Judge from and after January 1, 2027. (Municipal Court) (Del Miller)

Attachments: [1. ORD Compensation and Benefits for Presiding Muncipal Judge](#)

2. [O2026-022](#) **Right-of-Way Acceptance: Eastbound I-8 Frontage Road (Gila Ridge Road)**

Accept Arizona Department of Transportation (ADOT) right-of-way transfer of approximately 2.5 miles of the eastbound Interstate 8 frontage road (Gila Ridge Road), between Avenue 4E and Araby Road. (Engineering) (David Wostenberg)

Attachments:

[1. DEED ROW Acceptance I8 Frontage Rd Gila Ridge Rd.](#)

[2. 2025 IGA ROW Acceptance: I-8 Frontage Road Gila Ridge Rd.](#)

[3. ORD ROW Acceptance: I-8 Frontage Rd Gila Ridge Rd.](#)

V. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of June 4, 2026, through July 1, 2026. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

City Council request for agenda items to be placed on future agendas.

2. Scheduling:

Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

VI. SUMMARY OF CURRENT EVENTS

This is the City Administrator's opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

VII. CALL TO THE PUBLIC

Members of the public may address the City Council on matters within City Council's authority and jurisdiction that are not listed on the agenda during the "Call to the Public" segment of the meeting. All speakers must complete a Speaker Request Form and submit it to City Clerk staff no later than the "Final Call for Speaker Request Forms" is made at the beginning of each meeting.

VIII. LEGAL/PERSONNEL MATTER

Discussion and possible action on a censure resolution.

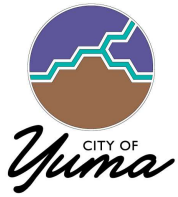
IX. EXECUTIVE SESSION

An Executive Session may be called during the public meeting for the purpose of receiving legal advice for items on this agenda pursuant to A.R.S. Section 38-431.03 A (1, 3, 4 and/or 7) and the following items:

- A. Discussion, consultation with and/or instruction to legal counsel regarding matters related to the performance, duties, responsibilities, and conduct of a member of the City Council and to receive legal advice regarding related legal and procedural issues to include a potential censure resolution. (A.R.S. §38-431.03 A1 & A3)
- B. Discussion, consultation with and/or instruction to designated representatives and legal counsel regarding potential sales of real property. (A.R.S. 38-431.03 A4 & A7)

ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma 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 Yuma Human Resources Department, One City Plaza, Yuma, AZ 85364-1436; (928) 373-5125 or TTY (928) 373-5149.



City of Yuma
City Council Report

File #: MC 2026-120

Agenda Date: 7/1/2026

Agenda #: 1.

Regular Council Worksession Draft Minutes May 5, 2026

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
May 5, 2026
5:30 p.m.

CALL TO ORDER

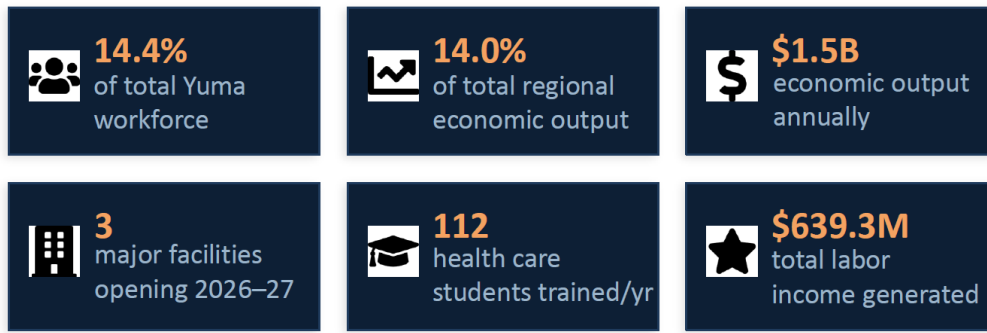
Mayor Nicholls called the Regular City Council Worksession to order at 5:31 p.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Chief of Police, Thomas Garrity
Director of Parks and Recreation, Eric Urfer
Director of Community Development, Alyssa Linville
Various department heads or their representatives
City Attorney, Richard W. Files
Acting City Clerk, Janet L. Pierson

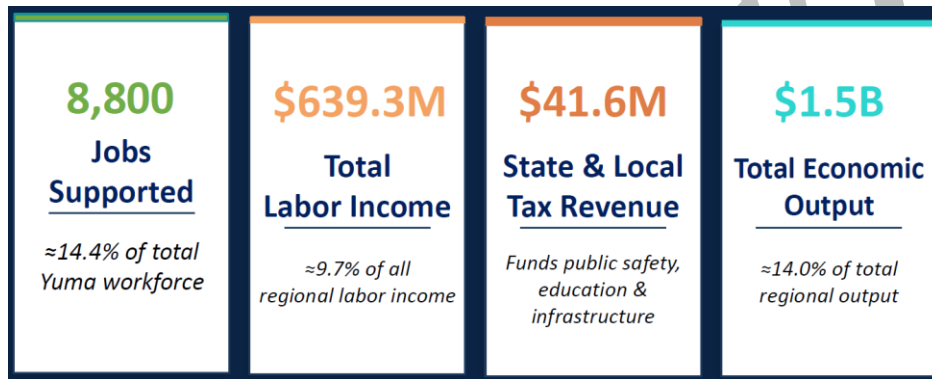
I. ONVIDA HEALTH – BUILDING A HEALTHIER TOMORROW

Jim Rounds, Rounds Consulting, presented the following information on how investing in healthcare drives economic impact:

- About Onvida Health
 - A comprehensive system of care serving more than 200,000 residents across Yuma County and border communities with services including:
 - Yuma Medical Center – emergency, trauma, surgical, and inpatient specialties
 - Primary and Specialty Clinics – family medicine, cardiology, oncology, neurology, and more
 - Behavioral Health Campus – inpatient and outpatient mental health and crisis support
 - Community and Preventive Care – mobile screenings, chronic disease management, and wellness
 - Medical Education Hub – residency programs and clinical partnerships with the University of Arizona, Northern Arizona University, and Arizona Western College
- A Regional Anchor and Catalyst for Long-Term Growth
 - Approximately 14.4% of the total regional workforce and 14% of the regional economic output are connected to Onvida Health, generating an estimated \$1.5 billion in annual economic output.
 - Arizona is expected to experience an uneven economic slowdown, with lower-income individuals potentially facing recession-level impacts while the state overall experiences a downturn.
 - Strong long-term economic expansion is anticipated following the slowdown, with Yuma positioned for growth and diversification due in part to existing community assets, including the regional hospital system.



- 2025 Economic Impact



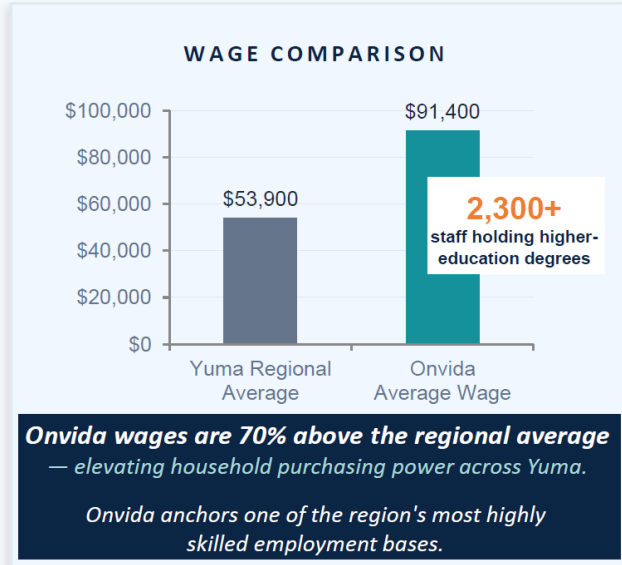
- Significant Fiscal Benefits

- Over a five-year period, the hospital was estimated to generate approximately \$99 million in state tax revenue, nearly \$20 million in county tax revenue, and almost \$17 million in City tax revenue.
- Healthcare infrastructure generates economic impacts beyond direct hospital operations, similar to how transportation infrastructure supports broader business and economic activity.
- Estimates likely understate the full economic impact and revenue retention benefits generated by the hospital and its nonprofit status.

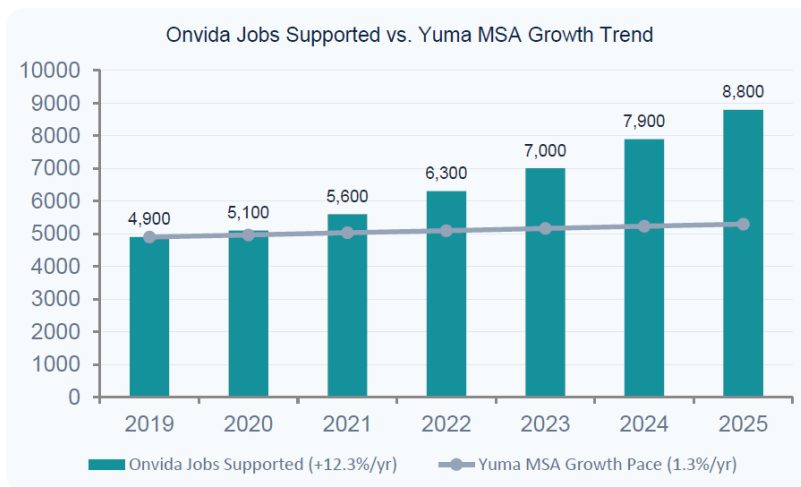
Historical Operations-Related Economic & Fiscal Impacts (2019–2024)			
Impact Type	Direct	Indirect/Induced	Total
Job-Years	20,688	12,987	33,675
Avg. Annual Jobs	3,448	2,165	5,613
Labor Income	\$1,835,452,400	\$666,212,700	\$2,501,665,100
Economic Output	\$3,702,976,600	\$2,028,375,900	\$5,731,352,500
Tax Revenues	\$94,549,700	\$41,491,000	\$136,040,700
State Taxes	\$70,182,500	\$29,415,100	\$99,597,600
County Taxes	\$12,831,700	\$6,732,400	\$19,564,100
City Taxes	\$11,535,500	\$5,343,500	\$16,879,000

Note: In 2026 dollars. May not sum to totals due to rounding.
Source: Rounds Consulting Group, Inc.

- Onvida as a Workforce Anchor
 - Of the approximately 4,700 direct full-time and contracted employees, more than 2,300 were reported to hold higher education degrees, representing nearly half of the workforce.



- Historical Growth: 2019-2025
 - Hospital growth has contributed to economic growth in the Yuma area during a period of otherwise limited regional expansion following the COVID-era recession and recovery.
 - Future economic development efforts, particularly through partnerships with organizations such as Onvida Health, have strong potential for long-term return on investment and future regional growth opportunities.



Cumulative 2019–2025 Contributions

\$7.6B
Cumulative Economic Output

\$3.3B
Cumulative Labor Income

\$201.4M
State & Local Taxes Generated

\$433M
Capital Investments (2019–2025)

Source: Rounds Consulting Group, Inc. | Figures in 2026 dollars

- Academic and Training Programs
 - Training, residency, fellowship, medical school, and community outreach programs are difficult to fully quantify economically due to their complexity and long-term impacts.

<p>Residency & Fellowship Programs</p> <p>Family medicine, psychiatry, sports medicine, pharmacy & administrative residencies — 65+ graduates to date</p>	<p>University Partnerships</p> <p>Clinical placements & training with UA, NAU & AWC across nursing, phlebotomy, and allied health fields</p>
<p>UA Medical School – Launching 2026</p> <p>Arizona's first rural regional MD branch — 3-year accelerated primary care pathway, 15 students/year, full-tuition scholarships</p>	<p>High School & Community Outreach</p> <p>~100 high school students/year through career camps, workshops & mentoring — building early health care pathways</p>

◆ 112 GME students trained annually ◆ 100% board pass rate (family medicine) ◆ 21 physicians chose Yuma post-residency ◆ \$23.2M annual economic output

- The Next Phase of Growth
 - Upcoming projects, including the San Luis campus, Health Career Center, and veterans medical facility are significant opportunities for future economic and healthcare growth in the region.
 - Continued hospital-related expansion is expected to create long-term, compounding economic development benefits that could attract additional businesses and investment to the area.

Three Major Expansion Projects in 2026/2027 – \$178M CAPEX Investment

<p>Opening 2026/27</p> <p>San Luis Campus</p> <ul style="list-style-type: none"> ● 24-bed inpatient hospital + ER ● Surgical suites & full imaging ● Primary, pediatric & specialty care ● ≈370 new jobs created ● \$56.6M annual economic output 	<p>Opening 2027</p> <p>Health Career Center</p> <ul style="list-style-type: none"> ● ~50,000 sq ft facility in partnership with AWC ● Medical simulation lab & classrooms ● Dual credit to advanced degrees ● Surgical tech, respiratory therapy & more ● 600+ construction jobs through build-out 	<p>Opening 2027</p> <p>Veteran's Medical Facility</p> <ul style="list-style-type: none"> ● 30,000 sq ft on Foothills Campus ● Partnership with SAVAHCS ● Primary care, women's health, imaging ● Optometry, audiology & therapy services ● Dedicated care for Yuma's veteran population
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Dr. Robert J. Trenchel, President and Chief Executive Officer of Onvida Health, continued the presentation with information on upcoming opportunities and Onvida’s investment in community organizations:

- Sparking New Opportunities
 - University of Arizona – Phoenix Collaboration
 - A partnership with University of Arizona (U of A) will bring Arizona’s first rural branch medical school to Yuma to enhance healthcare quality, medical education, and long-term physician recruitment in the region.
 - The program will focus on rural and primary healthcare, provide full scholarships to participating students, include medical training in Yuma, and may eventually expand into a full medical school campus in the community.
 - Veterans Administration (VA) Medical Clinic
 - A new 30,000-square-foot veterans’ clinic is planned in partnership with the U.S. Department of Veterans Affairs and is expected to be completed in summer 2027.
 - The facility, the first of its kind nationally between the VA and a private entity, will expand local healthcare access for veterans and may support future inpatient and integrated medical record opportunities.
 - Health Career Center
 - Onvida Health is also developing a Health Career Center in partnership with Arizona Western College (AWC) and Northern Arizona University to expand workforce training programs in healthcare and related fields.
 - The initiative is intended to strengthen the local workforce pipeline while creating additional education and career opportunities for community members.
 - San Luis Health Campus
 - A new health campus is being developed in San Luis to expand inpatient and emergency healthcare services in one of the county’s fastest-growing communities.
 - The facility is expected to open in spring or summer 2027 and will include 24 inpatient beds, a full emergency department, surgical services, and expanded primary and specialty care space.
 - The project was designed with future expansion in mind, including additional beds and medical offices, with approximately 80 acres available for long-term growth.
- Rooted in the Community

Over \$6 million in community support 2025

Including the below listed organizations:

Addie’s Packs	Children’s Museum	Inclusive Playground (City of Yuma)	United Way
Alzheimer’s Assoc.	Crossroads Mission	INSPIRE Hi Project	Yuma Anti-Drug Coalition
Amberly’s Place	Education Forward AZ	Kids at Hope	Yuma Child Burn Survivor
Arizona Western College	GYEDC	Rotary Clubs	Yuma Community Foodbank
Caballeros de Yuma	Hansen House	Scouting Troops	Yuma Mental Health Coalition
Campesinos Sin Fronteras	Healing Journey	Special Olympics	and more...
Chamber of Commerce	Helping Hands of Yuma		
City of Yuma Parks & Rec	High school / sports physicals		

Additional examples of Community Benefit include:

- NICU
- Behavioral Health
- Clinical Pastoral Education
- Transitional Care
- Children’s Rehabilitation Services

Dr. Trenchel concluded his presentation by thanking City Council for their continued leadership and support of Onvida Health and healthcare services within the community.

Discussion

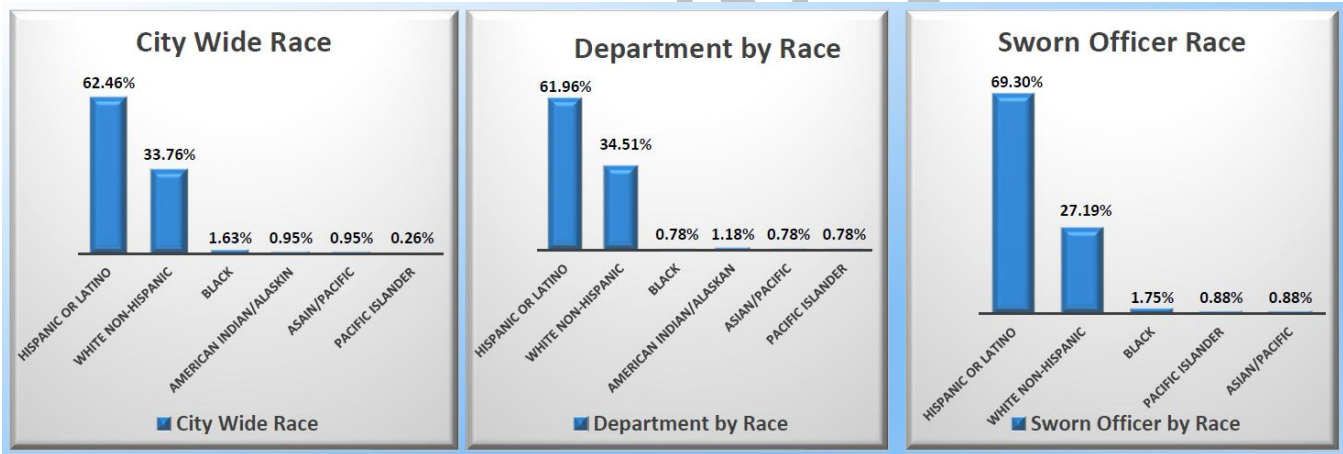
- The impact of the anticipated economic slowdown is expected to vary by income level, state, and region, with rural communities likely facing greater challenges than urban areas. Arizona's reserve funding and federal spending measures are expected to help lessen the severity and duration of the slowdown while reducing impacts on local communities and public agencies. (**Mayor Nicholls/Rounds**)
- Physician recruitment has remained strong, supported by a collaborative practice environment and continued healthcare expansion in the region. Workforce development efforts remain focused on addressing healthcare staffing shortages and creating local education pathways that allow students to train and eventually practice medicine in Yuma. (**McClendon/Dr. Trenchel**)
- Medical students accepted through the U of A program may receive full tuition scholarships to participate in a Yuma-based primary care track, with no obligation to remain in Yuma or work for Onvida Health after graduation. The scholarship program is intended to reduce student debt burdens and encourage students to pursue primary care fields based on interest and community need rather than financial pressures. (**Smith/Dr. Trenchel**)
- Maintaining safe nurse-to-patient ratios remains a priority, while recruitment and retention efforts have helped reduce reliance on travel nurses. Workforce development partnerships with AWC are intended to strengthen the local pipeline for nurses and other healthcare support positions needed to staff existing and future healthcare facilities. (**Watts/Dr. Trenchel**)
- Onvida Health continues investing in behavioral health and mental health services within the community through expanded psychiatric care, a psychiatry residency program, and increased public awareness of available behavioral health resources. (**Morales/Dr. Trenchel**)

II. YUMA POLICE DEPARTMENT UPDATE

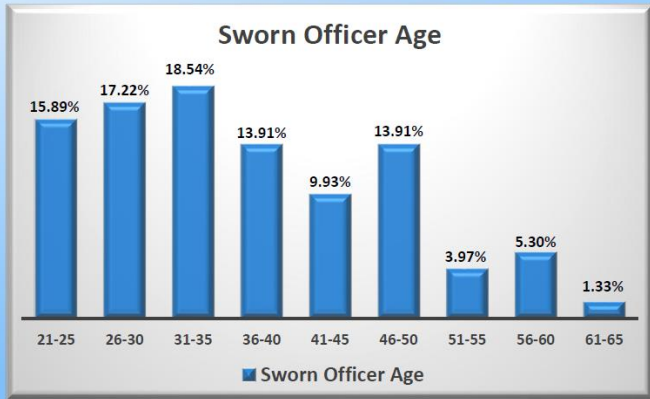
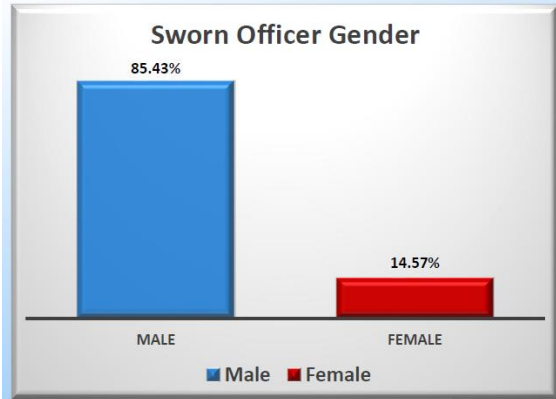
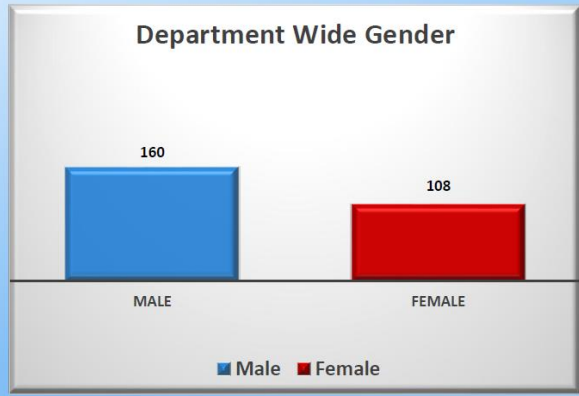
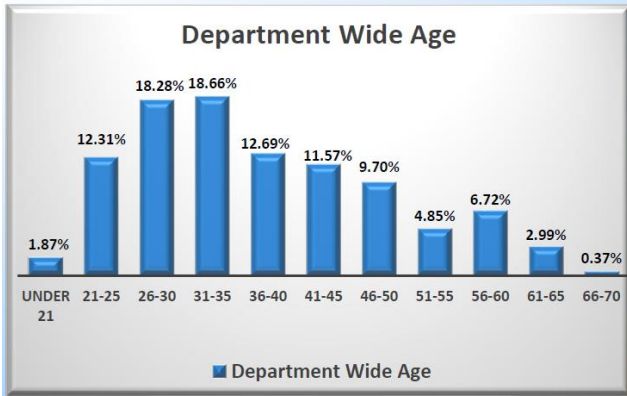
Chief Garrity presented the Yuma Police Department (YPD) update as follows:

- Overview
 - YPD reported strong performance in 2025 through measured growth in staff and technology, supported by the City Administration and City Council.
 - The Citizen Advisory Committee continued providing community perspective and feedback on department policies.
 - A primary goal remains keeping pace with the City's growth while maintaining effective and efficient public safety services.
- Quick Facts
 - YPD has 167 authorized sworn positions and 124 authorized professional staff positions, many of whom perform duties traditionally handled by sworn officers to keep officers available for emergency response.
 - The department's budget has increased over the past three years, with personnel costs comprising a significant portion of expenditures.
 - Services are provided to approximately 103,000 full-time residents, along with a substantial seasonal population increase between October and May.
- 2025 Grants
 - YPD seeks grant funding to remain fiscally responsible to community members and taxpayers.
 - Grants from state and federal agencies help support public safety operations without relying solely on the General Fund.

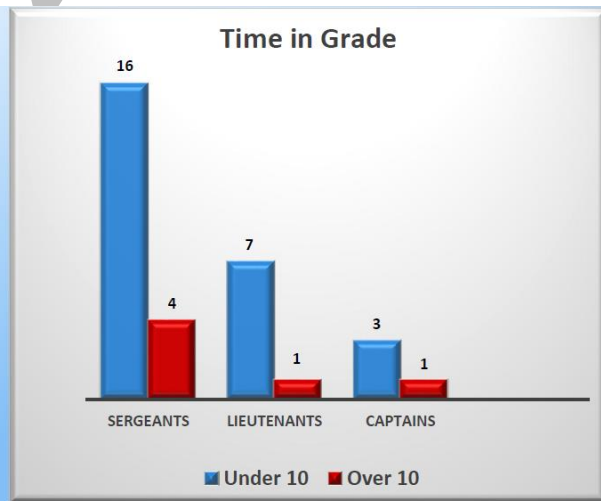
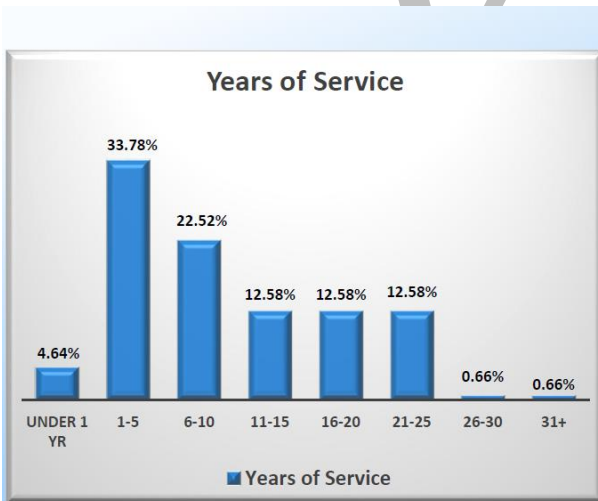
- Governor’s Office of Highway Safety
 - \$54,319 in overtime funding to target DUI, traffic enforcement, and materials and supplies.
 - Operation Stonegarden
 - \$619,020 to support border-related operations and overtime costs.
 - Arizona Department of Public Safety (DPS) Department of Emergency and Military Affairs Local Border Safety Fund
 - \$971,723.75 to support critical public safety communications upgrades, including the Viavi Service Monitor, Spectrum Analyzer, and six emergency backup dispatch consoles.
 - Arizona DPS DEMA Anti-Human Trafficking Fund
 - \$11,500 to provide specialized investigative equipment, including three tracker technology units and an alternate light source
 - Arizona Department of Administration
 - \$1.35 from the School Safety Interoperability Fund to implement the Rave School Safety System in participating schools.
 - Demographics
 - Race
 - Department demographics generally reflect the diversity of the community.
 - Many police officer applicants are area residents who want to serve their community.



- Age
 - More than half of YPD staff are under 35 years old, supporting long-term staffing stability.
 - Some senior officers are participating in the Public Safety Personnel Retirement System (PSPRS) Deferred Retirement Option Plan, which requires retirement within five years and is monitored as part of workforce planning efforts.
- Gender
 - Women make up approximately 14.5% of YPD’s staff, exceeding the national average. Efforts continue toward the goal of 30% female representation by 2030.

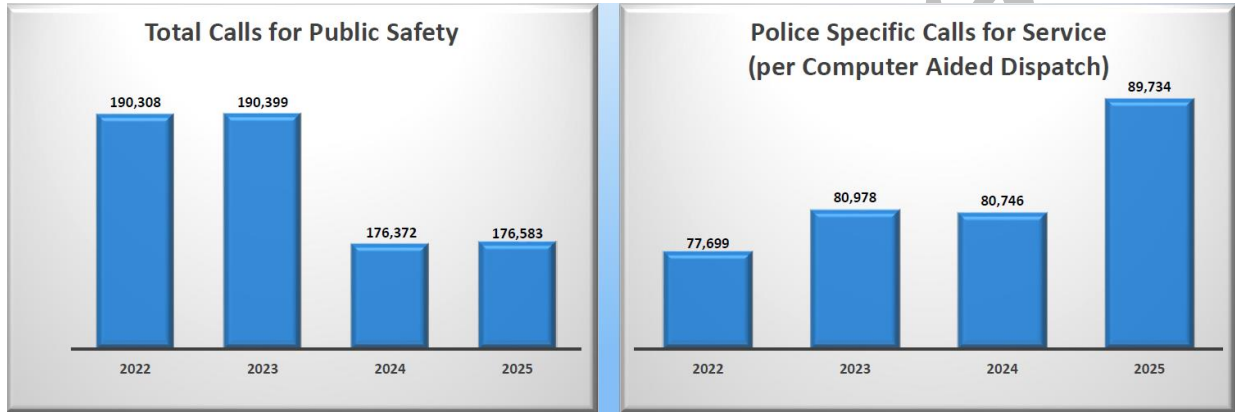


- Years of Service
 - Most employees have fewer than 10 years of service, with more than one-third having less than five years of experience.
 - YPD also has a relatively young supervisory staff, with most sergeants, lieutenants, and captains having less than 10 years in rank.



- Sworn Personnel
 - 21 Officers Hired
 - 20 Officers resigned, terminated, or retired

- 13 resigned during academy or field training; three of the 13 remained as Public Safety Technicians
- Five retired; two retired in lieu of discipline
- One resigned for a military spouse receiving orders to Florida
- One disciplinary termination
- Statistical Data
 - Calls for Service
 - Police calls for service increased by approximately 10,000 from 2024, despite an overall decline in total public safety calls since 2022.



- Workload Data
 - Report numbers remained steady, indicating that many calls involve non-criminal incidents such as welfare checks and mental health responses.
 - Traffic crash numbers have generally leveled off in recent years.



- Crime Statistics
 - Crime Overview
 - YPD reports crime data monthly to the Arizona Department of Public Safety (DPS) for statewide statistical tracking.
 - At the time of reporting, the overall crime rate had decreased by approximately 3.1% over the five-year trend period.
 - Crime statistics fluctuate slightly from month to month as reporting data is updated and processed.

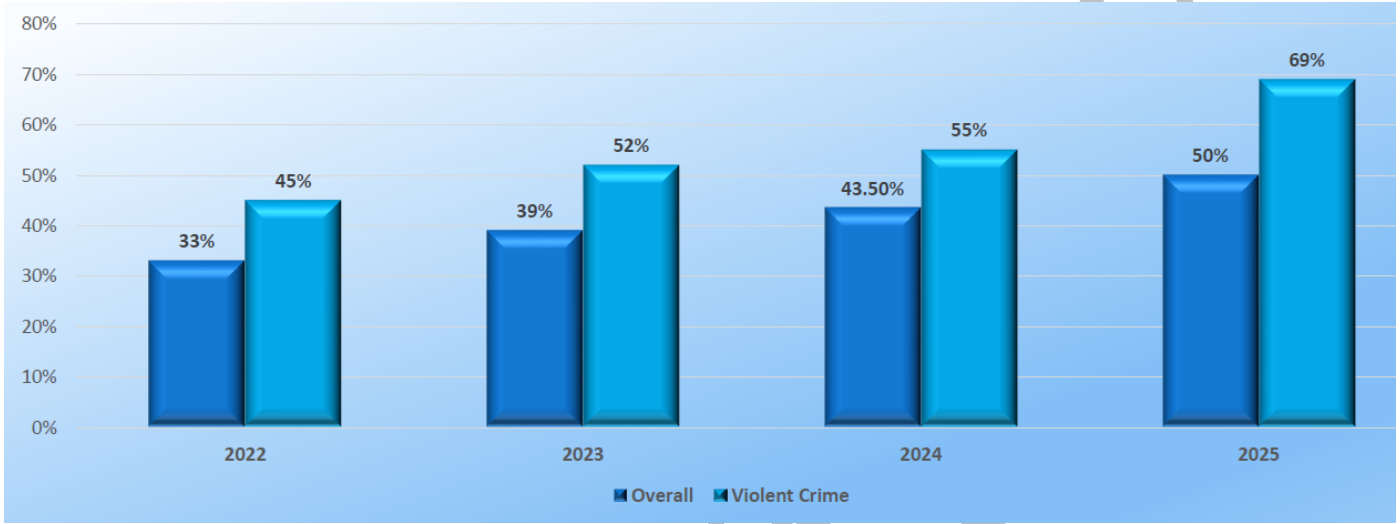


▪ **Violent Crime**

- Violent crime has decreased by nearly 14% and has steadily declined over the past four years.
- Firearms remain the most commonly used weapons in violent crimes, though firearm-related incidents have remained relatively steady.
- The proactive efforts of officers, detectives, and professional staff contribute to the reduction in violent crime.



- Case Clearance
 - Cases may be cleared through arrest or by exception when prosecution cannot proceed for specific reasons despite probable cause.
 - Over the past four years, the Department’s case clearance rate has steadily increased, with more than 50% of reported crimes being cleared.
 - Nearly 70% of violent crimes are cleared through arrest or exceptional clearance.
 - The high clearance rates reflect the dedication of officers, detectives, crime analysts, records staff, and professional staff in serving victims and the community.



- Crime Overview
 - Homicides increased from two cases in the previous year to eight cases this year; six were related to domestic violence incidents.
 - Seven of the eight homicide cases have been solved, while the remaining case is still under investigation.
 - Aggravated assaults, sexual assaults, and burglaries decreased during the reporting period.
 - Robberies increased slightly from 23 cases to 24 cases.
 - Overall crime trends remain down despite the increase in homicides.

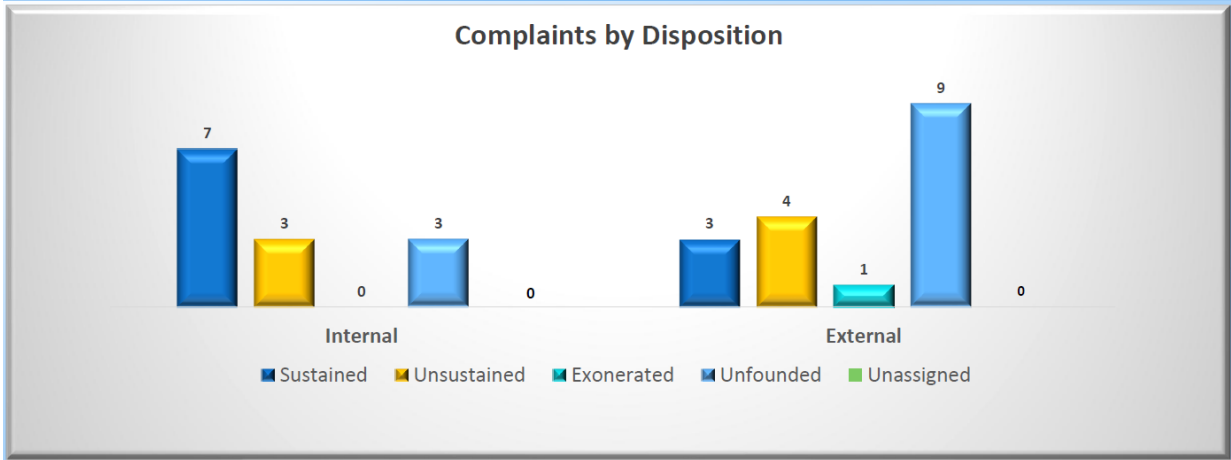
CRIME OVERVIEW – 2025 Compared to 2024

• HOMICIDE: Cases: 8 (6 DV)	↑ +300.00%
• The majority of homicide cases were domestic-related.	
• AGGRAVATED ASSAULT: Cases: 310	↓ -13.54%
• ROBBERY: Cases: 24	↑ +4.17%
• SEXUAL ASSAULT: Cases: 37	↓ -40.00%
• BURGLARY: Cases: 202	↓ -20.30%
• MOTOR VEHICLE THEFT: Cases: 112	↓ -32.12%
• FRAUD: Cases: 373	↓ -3.12%
• ARSON: Cases: 9	↓ -40.00%
• LARCENY: Cases: 917	↑ +0.22%

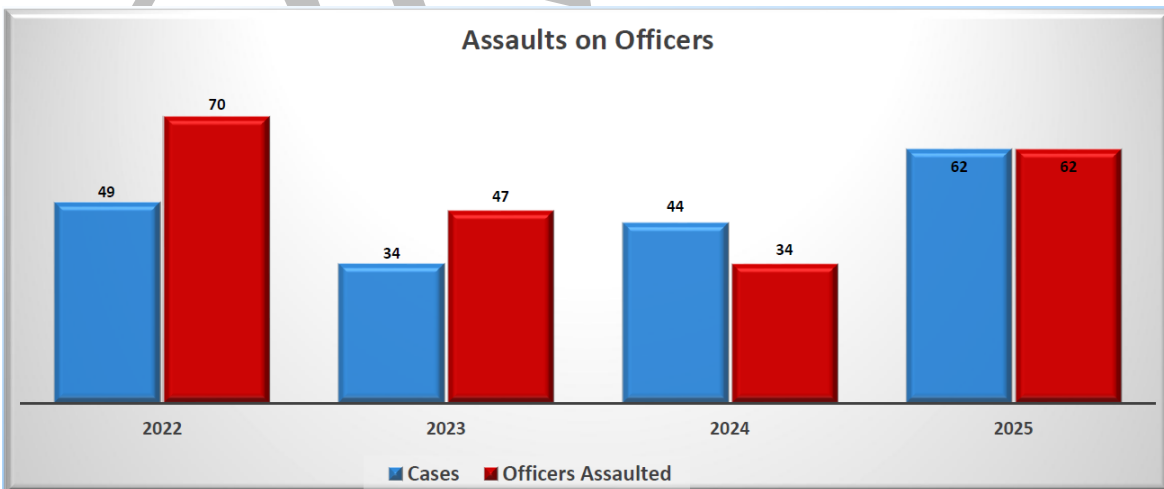
- Traffic Citations
 - Traffic safety remains a significant community quality-of-life concern, with officers conducting targeted enforcement efforts focused on violations such as red-light offenses, stop sign violations, distracted driving, and DUIs.
 - Enforcement efforts are rotated throughout the community based on identified traffic concerns to promote accountability and safety.



- Video Requests
 - Increased use of technology has led to a growing number of video records requests involving body camera footage.
 - Staff spent more than 600 hours last year reviewing and redacting video requests.
 - Professional staff also assist with reviewing video evidence from businesses, residential doorbell cameras, and other sources during investigations.
- Park Patrol
 - The first full year of the Park Patrol program has been completed, with officers voluntarily conducting nearly 18,200 patrol hours and approximately 1,300 contacts in City parks.
 - Most enforcement actions involved warnings rather than citations, while the program also resulted in 17 citations, 26 arrests, and the location of one missing person and three runaways.
- Professional Standards
 - Complaints
 - YPD received 30 professional standards complaints, including 13 internal complaints and 17 external complaints.
 - Seven internal complaints and three external complaints were sustained following investigation.
 - Some complaints were classified as unsustained due to insufficient evidence.
 - Other complaints were determined to be within policy, meaning officers acted appropriately within their training and legal authority.

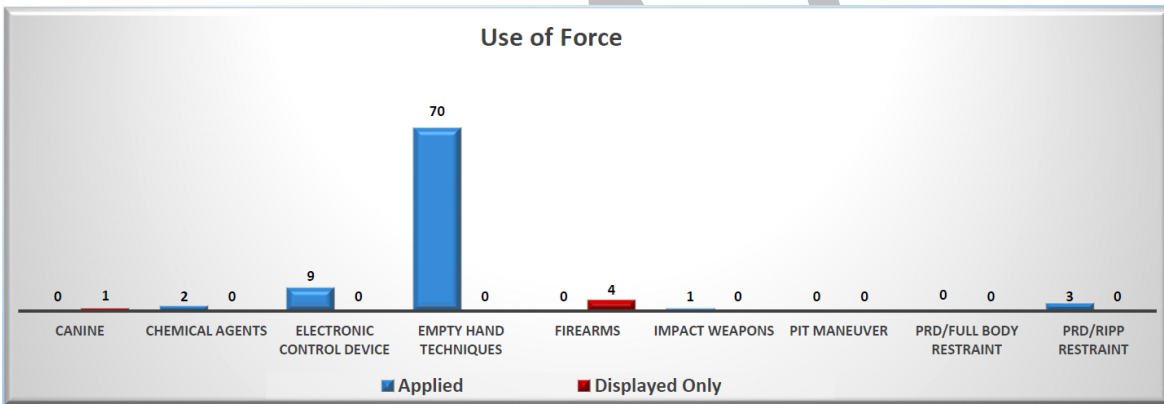
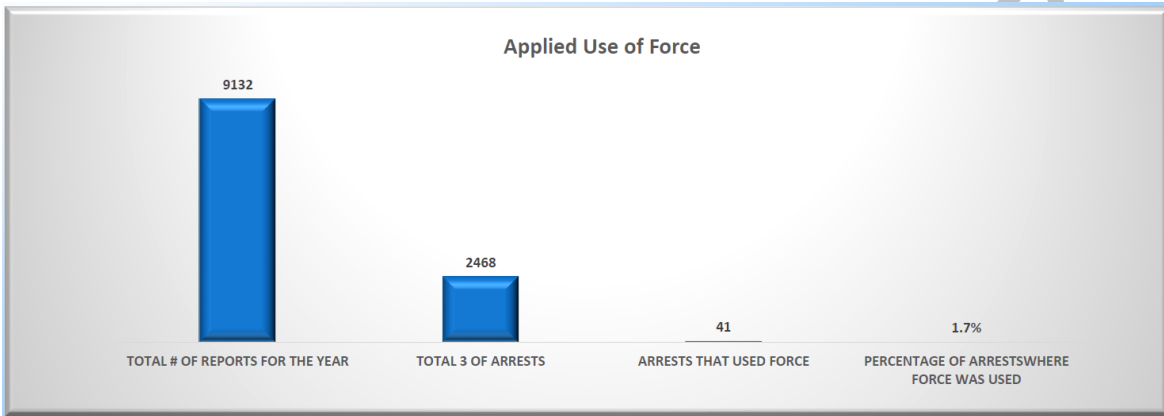


- Assaults on Officers
 - Assaults on officers increased nearly double from 2024.
 - Both the number of cases and the number of officers assaulted are tracked, as multiple officers may be involved in a single incident; for example, in 2022 there were 49 assault cases involving 70 officers.



○ Use of Force

- Of more than 9,000 police reports, approximately 2,500 resulted in arrests.
- Only 41 arrests involved a reported use of force, representing about 1.5% of arrests.
- Use of force is defined as any action beyond basic control measures.
- Most uses of force involved empty-hand techniques or control holds, and some incidents involved multiple officers.
- There were no officer-involved shootings or canine bites reported in 2025.



● Training

- Sworn officers are provided with more than 100 hours of training annually.
- During a national survey conducted by the Police Executive Research Forum (PERF), YPD’s training levels drew significant attention.
- PERF invited YPD to present its training approach at a national conference as a model for other agencies.

● Community Engagement

- A strong emphasis is placed on community engagement outside of emergency situations to build relationships, trust, and mutual respect between residents and staff.
- Community events also provide opportunities for officers and professional staff to interact with residents in positive settings rather than only during emergencies or enforcement actions.

- Significant Operational and Infrastructure Advancements
 - The Co-Responder Unit, launched in October in partnership with the Fire Department, responds to mental health-related calls to reduce demands on patrol officers and improve responses to non-criminal crises.
 - Expansion of the Co-Responder Unit remains a priority as additional staff complete field training.
 - YPD also achieved tri-accreditation – Police, 911 Dispatch, and Property/Evidence – reflecting a commitment to transparency, best practices, and accountability.
 - Through the Law Enforcement Support Office military surplus program, YPD obtained more than \$500,000 in equipment without using City funds.
 - Acquired equipment included training medical kits, trailers, road barriers, and a bomb trailer, with some items also benefiting other City departments.
- Looking Forward
 - Employee wellness, including physical, financial, and mental health support will continue to be prioritized.
 - Wellness initiatives include a chaplain program developed with the Fire Department and financial training opportunities for officers.
 - Future priorities include expanding staff, technology, and the co-responder program.
 - YPD is working toward establishing a real-time crime center and implementing a drone-as-first-responder program to improve emergency response coordination.
 - Computer-Aided Dispatch and records management systems are also being upgraded, with implementation expected in July.
 - New technology initiatives include Artificial Intelligence (AI)-assisted report writing to help officers complete reports more efficiently and remain available for patrol duties.
- 2025 Key Takeaways
 - Crime decreased in most categories, and case clearance rates increased, including nearly 70% clearance for violent crimes.
 - Technology integration continues to expand through programs such as the Co-Responder Unit, drones, and planned real-time crime center operations.
 - Drones have already been used to locate missing persons, identify evidence, and assist with investigations more efficiently.
 - Well-trained officers and staff were emphasized as critical to effective decision-making, confidence, and public trust.
 - Growth is being managed gradually to maintain organizational culture and ensure staffing, facilities, and equipment keep pace with expansion plans.
 - Data-driven policing strategies, including hotspot patrols and technology-based responses, are being used to reduce crime and gun violence.
 - Future priorities include modernizing department capabilities, supporting employee wellness, expanding community engagement, and developing a full real-time crime center.
 - Real-time crime center technology is intended for responding to crimes in progress rather than general public surveillance.

Discussion

- Drone and real-time crime center technology would be used only for calls for service or crimes in progress, not for general surveillance or routine patrol. Department policies, constitutional safeguards, and auditing procedures ensure tools such as drones and license plate readers are used appropriately and only for criminal investigations. **(Mayor Nicholls/Garrity)**

- AI-assisted report writing is designed to improve efficiency while keeping officers responsible for the final content. Officers must review, edit, and certify all AI-generated reports before submission, with safeguards in place to ensure active review. The technology has already been implemented and legally tested in other jurisdictions in Arizona. **(Mayor Nicholls/Garrity)**
- Some residents continue to exceed the new 35 mph speed limit on 32nd Street despite prior education and traffic awareness efforts. Increased enforcement in the area is planned. **(Mayor Nicholls/Garrity)**
- Technology continues to be used to improve efficiency and manage growth strategically. Residents can report traffic concerns, including repeated stop sign or red-light violations, through the Traffic Unit or the YPD mobile app, which is monitored 24 hours a day. **(Morris/Garrity)**
- School Resource Officers (SROs) are currently assigned to 11 schools, with another school seeking grant funding for an additional position. SROs build relationships with students, encourage communication about safety concerns, and help address issues before they escalate. During the summer, SROs also participate in youth academies that strengthen positive relationships between officers and local youth. **(Morris/Garrity)**
- Planning for the new police station around 2030-2031 includes an estimated need for approximately 220 sworn officers. Staffing projections are based on calls for service, response times, projected population growth, and potential annexations. Gradual hiring allows staffing, equipment, and infrastructure to expand in a sustainable manner. **(Morales/Garrity)**
- Implementation of a drone-as-first-responder program is estimated to be about four years away to allow time for infrastructure, policies, training, and careful program development. The program would place drones on City-owned buildings throughout the community to improve response times to calls for service. **(Morales/Garrity)**
- Two Citizens Police Academy classes were completed this year, both reaching full capacity. One class included a high number of participants ages 19 to 24, reflecting strong interest from younger residents. The program helps participants better understand the many roles that support public safety, including records staff, dispatchers, public safety technicians, traffic investigators, and other City departments. **(Morales/Garrity)**
- The increased presence of female officers and detectives, along with YPD's victim-centered and trauma-informed approach, has improved interactions with victims and strengthened support services. Detectives assigned to Amberly's Place were noted as having a significant positive impact on victim care. Additional developments are planned within the Child and Family Crime Unit to further enhance community services. **(Watts/Garrity)**
- Officer pay has become more competitive in recent years, including approximately 20% in labor market adjustments over the past three years in addition to regular step increases. Incentive pay is available for specialty assignments, training roles, education, physical fitness, safe driving, and community involvement. Officers also receive full officer wages while attending the academy. Department culture and community support were identified as key factors in officer retention alongside compensation. **(McClendon/Garrity)**
- The number of sworn officer vacancies changes regularly due to retirements, hiring, and academy recruitment, with staffing levels expected to improve after the upcoming academy class. Beginning around 2020-2021, professional staff positions were expanded by shifting some responsibilities from sworn officers to civilian specialists, including forensic staff and traffic investigators. Expanding these positions has helped maintain service levels, keep sworn officers available for patrol duties, and provide additional community service career opportunities outside traditional law enforcement roles. **(Smith/Garrity)**

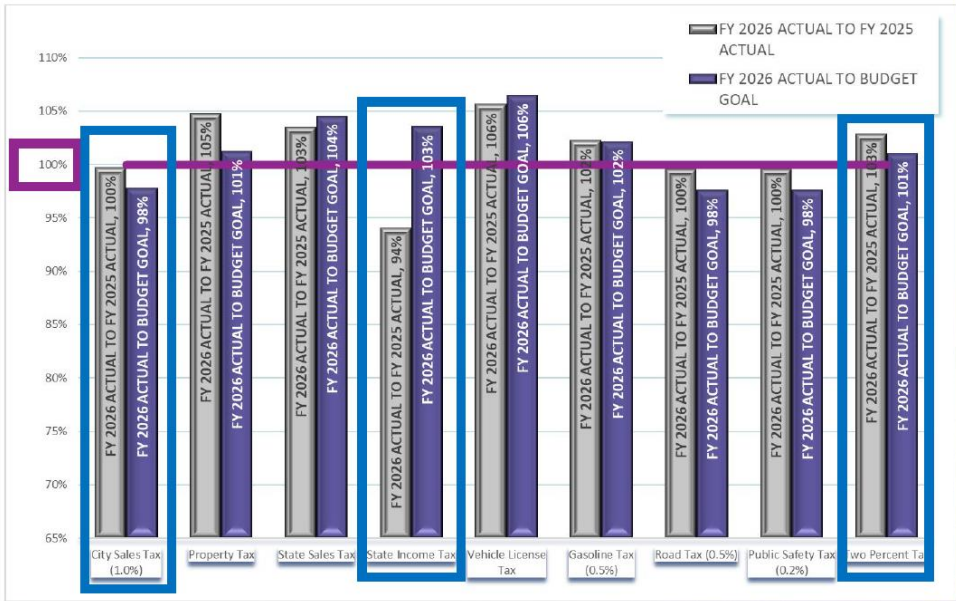
- The Co-Responder Unit received positive feedback for its collaborative approach to mental health response services, with a full-year update anticipated around October to evaluate its impact. The unit has helped reduce calls handled by patrol officers while improving access to respectful, service-oriented care for individuals experiencing mental health or substance abuse crises. Additional support from Onvida Health has expanded access to mental health and substance abuse services within the community. **(Smith/Garrity)**
- Hiring and recruiting practices are being reviewed to address the number of recruits who resign during the academy or field training process. Screening measures include written testing, background reviews, and evaluations throughout academy and field training, though some recruits ultimately determine the profession is not the right fit. Some recruits may transition into civilian public safety roles, such as Public Safety Technicians or animal control positions, which remain essential to supporting sworn officers and overall public safety operations. **(Martinez/Garrity)**

The meeting recessed at 7:13 p.m. and reconvened at 7:26 p.m.

III. QUARTERLY FINANCIAL BRIEFING

Allen presented the Fiscal Year (FY) 2026 financial status and outlook for FY 2027 as follows:

- FY 2026 Financial Status
 - Overview
 - FY 2026 financial planning continued to focus on slowing revenue growth, maintaining cash balances above policy minimums, addressing expenditure limitation constraints, and financing large capital improvement projects through bonds.
 - Third Quarter Summary
 - Major revenue sources remained essentially flat compared to the prior year, with overall revenues slightly exceeding budget benchmarks despite declines in state income tax and some local sales tax categories.
 - Population growth helped offset some revenue declines, while City sales tax collections continued to be monitored closely due to slower retail and hotel activity
 - Major Government Revenues
 - Third quarter revenues slightly exceeded budget expectations despite declines in state income tax and residential tax revenues, largely due to higher-than-expected population growth.
 - City sales tax revenues are at approximately 98% of projected collections and continue to be monitored closely pending updated revenue data.



This graph compares FY 2026 to the previous year and the budget goal.

The **Gray** bar represent FY 2025 Actual and audited amounts

The **vivid fuchsia** bar is FY 2026 Actual first Quarter

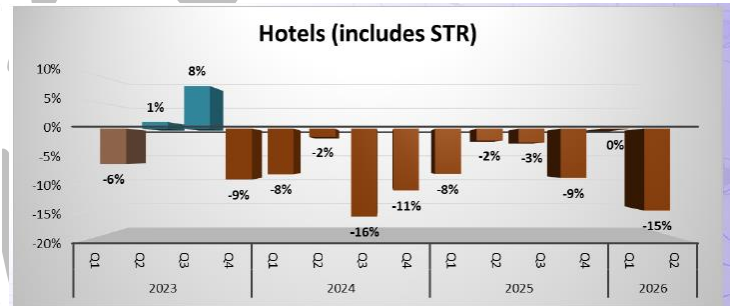
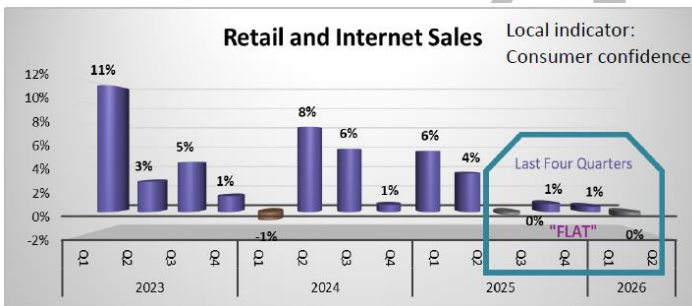
The **royal purple** bar is the FY 2026 Budget goal.

The state income tax FY 2026 actual is less than FY 2025. This is typically not good, but this was expected to occur this year.

The FY 2026 actual state income tax is performing above the FY 2026 budget goal. This is good.

○ City Sales Tax

- Retail sales and internet sales tax revenues have shown a flattening trend since 2025 following several years of growth.
- Hotel room tax revenues also reflected slower growth and ongoing economic uncertainty.
- Local sales tax revenues remained relatively flat, with continued concerns regarding state legislative actions affecting grocery, utility, and internet-related tax revenues.



○ 2025 Capital Improvement Bonds

- The City issued approximately \$116 million in capital improvement bonds to fund large infrastructure and public safety projects that had become too large for pay-as-you-go funding methods.
- Bond-funded expenditures and debt repayment are exempt from expenditure limitation calculations, providing additional financial flexibility.

○ Annual Expenditure Limitation (AEL) Base Adjustment

- The City continues pursuing an AEL base adjustment to allow use of existing revenues and cash reserves without increasing taxes.
- The expenditure limitation is a critical issue for maintaining current service levels and future operations.

- PSPRS Unfunded Actuarial Accrued Liability
 - Rising payroll costs and pension calculations tied to payroll growth may require future policy adjustments.
 - Funding strategies and timing options will continue to be evaluated alongside expenditure limitation considerations.
- Ambulance Services Revenues
 - Ambulance service revenues continue supporting Fire Department operations, although revenue collections can fluctuate significantly due to billing timing, Medicare reimbursement processes, and delayed Certificate of Need (CON) approvals.
 - General Fund support for Fire Department operations has increased over time, while future ambulance revenue projections include anticipated impacts from Basic Life Support (BLS) service changes and varying collection scenarios.

Discussion

- Ambulance revenue projections were lower primarily due to delayed billing caused by the temporary expiration of the CON. Approval of BLS services is expected to increase future ambulance revenues. **(Mayor Nicholls/Allen)**
- While broader flat revenue trends have also affected other cities, Yuma experienced additional impacts from the government shutdown, reduced winter visitor activity, and weaker Canadian exchange rates affecting tourism and hotel-related spending. **(Mayor Nicholls/Allen)**

Allen continued his presentation as follows:

- FY 2026 Budget Outlook
 - Bottom Line Up Front
 - The FY 2027 outlook remains similar to FY 2026, with relatively flat revenues, continued reliance on cash balances, completed bond financing for major projects, and ongoing concerns regarding expenditure limitations.
 - Revenue Outlook
 - Major General Fund revenues are projected to remain relatively flat through FY 2027, with only modest growth anticipated in future years.
 - The City expects continued stabilization following prior legislative and tax policy changes affecting revenues.
 - State Shared Revenues
 - State shared revenues are expected to remain relatively flat, although Yuma's growing share of Arizona's population has helped increase the City's portion of state distributions.
 - Changes to state income tax formulas, the flat income tax rate, and incorporation of San Tan Valley have affected future revenue projections.
 - Local Revenues
 - Property tax revenues remain one of the City's most stable revenue sources and are expected to increase primarily due to new construction and rising assessed valuations.
 - Local sales tax revenues continue to face uncertainty due to flat economic trends and potential legislative impacts on tax authority.

- General Fund Balances
 - The City continues maintaining General Fund balances above the 20% policy minimum to provide financial stability, address volatility in major revenues, and prepare for potential economic downturns.
 - Assigned fund balances continue supporting pension obligations, capital projects, supply chain delays, and long-term financial planning needs.
- Financial Forecast
 - The City continues monitoring the risk of a structural deficit if recurring expenditures exceed recurring revenues.
 - Future financial planning may require expenditure reductions, revenue increases, or a combination of both depending on economic conditions and revenue performance.
- Changes to the Proposed Budget
 - The budget process will continue allowing for corrections, refinements, appropriation adjustments, and other revisions prior to final adoption.
- FY 2027 Budget Calendar

FY 2027				KEY BUDGET AND FINANCE DATES (Updated 4/8, 5/4)
Date	Budget	CIP	OTHER	Event
April 9,13	Budget	-	-	Councilmember budget review sessions
April 30	Budget	-	-	Budget: Excerpts from Select Summaries Schedules to City Council
May 1	-	CIP	-	Capital Improvement Plan: City Council and ready for public
May 5	Budget	-	-	Work session: Proposed Budget presentation
May 19	-	CIP	-	Work session: Capital Improvement Plan (CIP) presentation
May 20	-	CIP	-	Public Hearing: CIP
"	Budget	-	-	Motion: Tentative Budget Adoption
June 3	-	-	AEL	Ordinance (Intro): Proposed Permanent Base Adjustment (AEL)
June 17	Budget	-	TNT	Public Hearing: Final Budget and Truth-in-Taxation, if applicable
"	Budget	CIP	-	Resolution: Final Budget Adoption, Final CIP Adoption
"	Budget	-	-	Ordinance (Intro): Tax Levy Rates
"	-	-	AEL	Ordinance: Proposed Permanent Base Adjustment (AEL)
"	-	-	PSPRS	Resolutions: PSPRS Funding Policy for FY 2027
"	-	-	AELR	Resolutions: Designate CFO for Annual Expenditure Limitation Report
"	-	-	Opioid	Resolution: Authorize uses of opioid settlement funding
July 1	-	-	-	Ordinances: Adopt Tax Levy Rates

A budget discussion placeholder will be on all City Council agendas until final adoption

IV. PROPOSED BUDGET OVERVIEW

Simonton presented the following overview of the proposed FY 2027 budget, themed “Celebrating Our Past, Investing in Our Future”:

- Budget Framework
 - The proposed budget is intended to align with City Council’s Strategic Plan and reflect the priorities identified during the recent retreat.
 - The budget is designed to be balanced, forward-looking, and focused on long-term financial stability.
 - Departments are closely evaluating spending needs due to flattening revenues and are prioritizing essential operational needs.
 - Employee compensation and retention remain important budget considerations.

- Maintaining structural balance by ensuring operational expenditures do not exceed recurring revenues continues to be a key financial priority.
- Building on Momentum
 - Recent momentum has continued through major infrastructure investments, including \$116 million in bond funding for capital improvement projects.
 - Public safety enhancements remain a priority, including planned projects, additional personnel, and technology investments.
 - Downtown revitalization efforts continue, including advancement of the long-planned Hotel Del Sol redevelopment project.
 - Departments are continuing to explore technology and asset management improvements to enhance operations and improve efficiency.
 - Public safety investment remains a key focus area identified by the City Council.
- Public Safety Investments
 - The proposed budget includes several public safety investments, including three new Battalion Chief positions for the new East Division to support coverage across all shifts.
 - The Police Department budget includes funding for additional overfill positions to support continued hiring and staffing growth.
 - Completion of the new Emergency Dispatch Center is anticipated during the fiscal year.
 - Planned facility improvements include a Fire Administration expansion, a new fire warehouse near Fire Station 5, and a new de-escalation training facility funded through bond proceeds.
 - Funding is also included for the design and expansion of Yuma Municipal Court to address increased demands related to citations and court operations.
- Parks and Quality of Life
 - The proposed budget also includes significant quality-of-life investments focused on parks, recreation, and community amenities.
 - Projects funded through the \$17 million parks revenue bond include improvements at East Mesa Park, with the lake expected to open in the fall.
 - Funding is included for the Aquatics Feasibility Study as the first step toward evaluating a potential new aquatic facility.
 - Additional investments include expanded athletic field lighting, playground replacements, restroom upgrades, and Civic Center improvements.
 - The budget also prioritizes improvements to existing parks and recreational facilities identified in the Parks, Arts, Recreation and Trails Master Plan.
- Infrastructure Improvements
 - The proposed budget continues major infrastructure investments, including more than \$20 million in revenue bond funding for street replacement projects such as 32nd Street, Avenue B, and neighborhood roadway improvements.
 - A new alley maintenance program is included to address cleanup and maintenance needs along approximately 52 miles of City alleys, with planned service occurring quarterly throughout the year.
 - The \$100 million Desert Dunes Wastewater Treatment Plant expansion remains underway and is expected to be completed next spring.
- Employee Investments
 - The proposed budget continues investments in employee compensation and benefits as part of ongoing efforts to remain an employer of choice.

- Included in the budget are merit and step plan increases for employees, along with a proposed 2.5% labor market adjustment planned for January.
- Compensation adjustments are structured throughout the fiscal year to allow flexibility if revenues fluctuate.
- The City will absorb increased health insurance premium costs for employees enrolled in the high deductible and Plan B options, resulting in no premium increase for those employees.
- The employee leave buyback program will continue at a reduced level alongside implementation of the new lifestyle spending account program, with minimal overall budget impact.
- Planning for Growth
 - Future growth planning will focus on strategic and sustainable annexation efforts supported by appropriate staffing and resources.
 - The budget continues to prioritize affordable and attainable housing initiatives.
 - Departments are expected to implement priorities identified in their master plans, with those priorities reflected in future budgets.
 - Ongoing priorities also include extreme heat preparedness and protection of Colorado River water resources.
- Fiscal Challenges
 - The City continues to face several fiscal challenges, including state expenditure limitations, flat state-shared revenues, and ongoing state preemption issues.
 - Additional public outreach and coordination with county partners regarding the expenditure limitation process is expected in the coming weeks.
 - Infrastructure and service demands are increasingly outpacing available revenues, creating long-term funding challenges.
- Proposed FY 2027 Budget Summary
 - The proposed fiscal year budget totals approximately \$570.1 million across all funds, including more than \$220 million dedicated to capital improvement projects.
 - The budget assumes modest revenue growth while maintaining the current property tax rate without an increase.
 - Unassigned fund balance levels are projected to remain slightly above 20%.
 - Adjustments to Parks and Recreation fees may be considered in the future, as many fees have not been updated since 2018-2019 and additional funding will be needed to support operations and maintenance.
 - General Fund operational expenditures are projected to increase by approximately 6%, driven primarily by personnel-related costs, while most departmental operating requests remained flat or minimal.

Proposed FY 2027 Budget Summary

Total Budget (All Funds) – Approx \$570,762,519 million (\$219,883,547 CIP)

• General Fund Revenues

- Forecasting a very small (1%) growth in reoccurring revenues
- Proposing Maintaining Same Property Tax Rate
- Unassigned Fund balance of \$28,306,676
- Proposing an increase to most Parks and Recreation rental and registration fees

• General Fund Expenditures

- Proposing a 6% increase in Operating Expenditures
 - Personnel
 - 14% Increase in Health Insurance Premiums
 - 11 new FTE's (All Funds) – Note added 15 new FTE's in FY 2026
 - Merit/Step Increases & Labor Market Adjustments
 - Operating
 - Due to flatter revenue projects departments minimized excessive operational requests focused on priorities

• Proposed New Full-Time Employee Positions

- The proposed budget includes several new positions across multiple departments to address operational needs, succession planning, and grant-supported programs.
- The City Attorney's Office is requesting an additional Assistant City Prosecutor position to support increasing caseloads and provide transition overlap for an anticipated retirement.
- Neighborhood Services will add two grant-funded positions associated with a recently awarded federal grant.
- Public safety additions include three new Battalion Chief positions, conversion of a part-time Information Systems Specialist to full-time, an Administrative Supervisor for the Municipal Court, and five YPD overfill positions.
- Public Works additions include a Senior Mechanic position associated with an anticipated Yuma Proving Ground contract, and two positions to support the new alley maintenance program.

• Personnel Pay Adjustments

- The City has implemented multiple employee compensation adjustments since 2021 as part of ongoing efforts to remain competitive and retain employees.
- Police officers and fire personnel have received significant compensation increases through the step plan and related pay adjustments, with some officers seeing base pay increases exceeding 60% since implementation.
- Employee compensation improvements extend beyond public safety and include adjustments across all departments in recognition of the role employees play in supporting City operations and services.

• Proposed Outside Agency Funding

- The proposed budget includes funding for several outside agency agreements and community partner organizations.

- Included in the budget is \$100,000 for the Yuma Anti-Drug Coalition using opioid settlement funds designated for eligible prevention and treatment-related programs following the loss of federal grant funding.
- Funding for the Greater Yuma Port Authority is proposed over a two-year period, with partial funding included in the current fiscal year budget.
- The proposed budget also includes a requested 5% increase in funding support for the Yuma County Area Transit system.

**SCHEDULE 3
FY 2027 OUTSIDE AGENCY SUMMARY**

Listed by Function

Fund/Cognizant Department	Outside Agency by Function	Budget FY 2025	Budget FY 2026	Budget FY 2027
Economic Development				
2% / Gen Government	Heritage Area	\$ 903,000	\$ 890,000	\$ 901,500
2% / Gen Government	Visit Yuma	903,000	890,000	901,500
General / Mayor & Council	GYEDC	232,000	232,000	232,000
General / Mayor & Council	4FrontED	46,000	46,000	46,000
General / Gen Government	YCIPTA - Yuma County Intergovernmental Public Transportation Authority	390,555	402,272	422,385
General / Mayor & Council	Elevate Southwest Yuma Metropolitan Planning Organization	30,000	30,000	-
HURF / Mayor & Council	Organization	36,900	41,226	45,000
2% / Gen Government	Quartermaster Depot	150,000	150,000	150,000
General / Gen Government	Greater Yuma Port Authority	-	-	50,000
Health and Welfare				
General / Gen Government	Catholic Services - Safe House	15,500	15,500	15,500
General / Gen Government	Amberly's Place	52,380	52,380	52,380
General / Gen Government	Crossroads Mission Detox	27,000	27,000	27,000
General / Gen Government	Humane Society	-	425,000	500,000
PSS / Mayor & Council	Yuma Anti-Drug Coalition	-	-	100,000
Totals		\$2,786,335	\$3,201,378	\$3,443,265

- Looking Ahead
 - Future budget and planning efforts will continue to focus on City Council’s strategic priorities while remaining mindful of available resources and long-term sustainability.
 - Upcoming leadership transitions include the City’s search for a new City Administrator and anticipated changes to the City Council membership.

Simonton concluded his presentation by thanking the department heads and staff involved in preparing the proposed budget, particularly those in the Finance Department who dedicated significant time and effort throughout the lengthy budget development process. The proposed budget is the result of extensive collaboration and ongoing work that occurs alongside annual audit responsibilities and long-term capital planning efforts.

Discussion

- The proposed budget has been introduced and published for public review, with upcoming meetings scheduled for Capital Improvement Program presentations, public hearings, and consideration of the preliminary budget and expenditure limitation ordinance. Final budget adoption, including the Truth in Taxation hearing, is scheduled for mid-June, with additional discussions or worksessions available as needed before final approval. **(Mayor Nicholls/Simonton)**
- The three proposed Battalion Chief positions are planned to move forward with hiring anticipated in January to support recruitment efforts, staffing transitions, and operational readiness within the Fire Department. **(Smith/Simonton)**
- Part-time positions are budgeted separately as personnel funding rather than as fractional full-time positions, which is why converting a part-time role to full-time appears as a new full-time position in the budget. Transitioning part-time positions into full-time roles allows departments to demonstrate operational need while reducing the overall financial impact of adding new full-time employees. **(Mayor Nicholls/ Simonton)**

V. REGULAR CITY COUNCIL MEETING AGENDA OF MAY 6, 2025

Motion Consent Agenda Item C.7 – Cooperative Purchase Agreement: Aquatics Feasibility Study

(Authorize the use of a cooperative purchase agreement through Omnia Partner Network, for the Aquatic Center Feasibility Study including Kennedy Pool to Berry, Dunn, McNeil & Parker, LLC of Phoenix, Arizona for a total expenditure of \$138,260.00.) (CPA-26-292) (Parks & Rec)

Urfer presented the following information:

- The proposed aquatics feasibility study was recommended in the 2024 Parks, Arts, Recreation and Trails Master Plan (Master Plan) due to the importance of aquatics to the community and the potential need for an additional pool facility.
- The study will review existing data, prior plans, surveys, and current aquatic facilities throughout Yuma, including Kennedy Pool.
- Kennedy Pool will receive a specific assessment to determine whether the facility can be repaired or if other options should be considered.
- Community engagement will include surveys, public meetings, and outreach events to gather input on future aquatic programming and facility needs.
- The study will evaluate potential aquatic facility concepts, including recreational and competitive features.
- Proposed concepts will be reviewed through additional public and stakeholder feedback processes before being finalized.
- The study will also analyze construction costs, operational costs, user fee considerations, and potential subsidy needs.
- Several possible locations for future aquatic facilities will be evaluated as part of the study.
- The completed study will provide City Council and City Administration with information needed for future decisions regarding aquatics in Yuma.

Discussion

- The feasibility study will evaluate City-owned and regional aquatic facilities, including pools in Somerton, San Luis, and at AWC, to assess overall aquatic needs. The study will also explore potential partnerships, funding opportunities, and operational support options, including possible collaboration with Marine Corps Air Station Yuma. **(Mayor Nicholls/Urfer)**
- Potential locations for future aquatic facilities will be evaluated using community input, operational needs, and economic factors, including accessibility, event potential, nearby amenities, land availability, and construction costs. **(McClendon/Urfer)**
- The feasibility study will evaluate the community's overall aquatic needs, including the future of the Kennedy Pool site, and will provide concepts, location comparisons, cost estimates, operational considerations, partnership opportunities, usage data, and public access impacts to help guide future decision-making. **(Morris/Urfer)**
- The Master Plan recommendation for the Kennedy Pool area included a neighborhood-scale pool and expanded splash pad features designed for youth and family recreation. The feasibility study will include both surveys and open community dialogue sessions to gather balanced public input. **(Morales/Urfer)**
- The Parks, Arts, and Recreation Commission will remain actively involved throughout the feasibility study process by reviewing updates, participating in community engagement efforts, gathering public feedback, and evaluating proposals and recommendations. **(Morales/Urfer)**
- Potential partnerships with organizations such as AWC may be explored as part of the feasibility study, with consideration given to shared operational needs, scheduling, community access, and overall facility efficiency. **(Morales/Urfer)**
- The feasibility study is expected to include demographic and prioritization analysis to help evaluate the timing, community value, and long-term benefits of future aquatic facility projects. **(Morales/Urfer)**

Motion Consent Agenda Item C.11 – Guaranteed Maximum Price: Hotel Del Sol Multi-modal Transportation Center (Authorize a contract for a guaranteed maximum price for the construction of the Multi-modal Transit Center in the amount of \$17,421,425.00 to Core Construction, Inc., Tempe, Arizona, under the existing Design-Build contract for the project.) (2020-20000136) (Eng)

Simonton presented the following information:

- The Hotel Del Sol project has been in development for many years, with grant funding applications submitted multiple times before receiving approval.
- The project includes approximately \$10.6 million in federal funding, \$3.6 million in state funding, prior federal design funding, and City matching funds included in the City bond program.
- The existing Hotel Del Sol building will largely be demolished, while preserving the historic east and north facades, including the arches and tile roof elements.
- A new three-story steel-frame structure will be constructed behind the preserved facades.
- The transit center will occupy a portion of the first floor near the Amtrak station, with bus pickup and drop-off relocated to Third Street.
- Remaining first-floor space and the upper floors will initially remain unfinished to allow future public-private partnership development opportunities such as restaurants, office space, hotel uses, or entertainment venues.

- The project also includes preservation and reuse of selected historic interior architectural features as part of the historic preservation process.
- Construction is expected to begin in September and take approximately 18 months to complete.
- Temporary street closures and traffic impacts are expected during construction due to facade stabilization work.
- A public fact sheet is being prepared to provide additional project information and address community questions.

Discussion

- Proactive public communication will be provided throughout the project regarding construction impacts, street closures, and related community updates through fact sheets and other outreach materials. **(McClendon/Simonton)**
- Efforts will be made during the project to preserve historic architectural and craftsmanship elements from the building whenever possible, including materials not reused in the redeveloped structure. **(Morris/Simonton)**
- The late councilmember Gary Knight played a significant role in securing approximately \$3.6 million in state funding for the Hotel Del Sol project, and there may be an opportunity to honor his contributions within the completed facility. **(Morris/Simonton)**

Motion Consent Agenda Item C.8 – Cooperative Purchase Agreement: Pump and Motor Repair and Replacement (Authorize the purchase and delivery of pump and motor repair and replacement from Precision Electric, Yuma, Arizona; Phoenix Pumps Inc., Phoenix, Arizona; and D&H Electric, Yuma, Arizona, utilizing a Cooperative Purchase Agreement from the Yuma Educational Materials Management Consortium. This contract is valid for one year with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance on an as-needed basis, at a total estimated annual expenditure of \$298,000.00.) (CPA-24-372) (Utl)

Morales declared a conflict of interest on Motion Consent Agenda Item C.8. There being no questions or discussion, **Morales** remained on the dais.

Adoption of Ordinance O2026-014 – Rezoning of Property: Northeast Corner of 40th Street and Avenue 5¹/₄E (Rezone approximately 36.24 acres located at the northeast corner of 40th Street and Avenue 5¹/₄E from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District.) (Comm Dev)

Discussion

- The smaller dashed line shown on the location map represents the notification boundary surrounding the subject property, while the larger dashed lines identify zoning district boundaries. **(Watts/Linville)**

Introduction of Ordinance O2026-009 – Business License Fee Exemption for Resident Veteran-Owned Businesses and Merchants (Revise Yuma City Code (Y.C.C.) to exempt resident veteran-owned businesses and merchants from the fee imposed by Y.C.C. § 70-05.) (City Admin)

Discussion

- The proposed ordinance would apply to veteran-owned businesses that are at least 51% owned by veterans residing within city limits. Expanding eligibility to non-resident veteran-owned businesses would require an amendment. The residency requirement is intended to support local veterans and veteran-owned businesses. (**Mayor Nicholls/ Martinez/Files**)
- Expanding eligibility for the proposed ordinance to include residents throughout Yuma County could allow additional local veteran-owned businesses operating within city limits to qualify. (**Morris**)
- Expanding eligibility to veteran business owners residing anywhere within Yuma County, provided the business operates within city limits, could encourage additional veteran-owned businesses to establish and grow within the city. (**Morales**)

EXECUTIVE SESSION/ADJOURNMENT

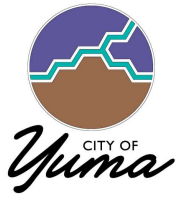
There being no further business, **Mayor Nicholls** adjourned the meeting at 8:55 p.m. No Executive Session was held

Janet L. Pierson, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of: _____ City Clerk: _____
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City of Yuma
City Council Report

File #: MC 2026-121

Agenda Date: 7/1/2026

Agenda #: 2.

Regular Council Worksession Draft Minutes May 19, 2026

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
May 19, 2026
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the Regular City Council Worksession to order at 5:31 p.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Finance Director, Douglas Allen
CIP Administrator, Sue Cowey
Director of Parks and Recreation, Eric Urfer
Fire Chief, John Louser
Director of Engineering, David Wostenberg
Director of Community Development, Alyssa Linville
Various department heads or their representatives
Deputy City Attorney, Rodney Short
Acting City Clerk, Janet L. Pierson

I. VISIT YUMA ANNUAL PRESENTATION

Marcus Carney, Executive Director, presented the Visit Yuma annual update as follows:

- Introduction and Strategic Priorities
 - Visit Yuma is exploring additional tourism funding opportunities, including support for Arizona’s proposed Tourism Improvement Area (TIA) legislation.
 - A 2023 strategic planning process identified priorities such as destination enhancement, downtown and riverfront revitalization, community branding, and organizational growth.
 - Visit Yuma operates as a 501(c)(6) focused on representing community and tourism interests.
- Membership and Visitor Services
 - Visit Yuma has approximately 250 members representing hotels, restaurants, attractions, RV parks, and other tourism-related businesses.
 - The Visitor Information Center serves approximately 10,000 visitors annually by providing trip planning assistance, dining recommendations, and local information.
- Tourism Sales and Marketing
 - Sports and Group Tourism
 - Sports tourism remains a major focus, particularly efforts to attract tournaments during slower tourism months.
 - Visit Yuma also works with bus tour operators and travel companies, with some bookings already scheduled through 2027.
 - Advertising and Influencer Outreach
 - Marketing efforts include social media, digital advertising, billboards, visitor publications, and partnerships with influencers.

- Collaborations with local creators and national travel influencers help promote Yuma to broader audiences.
- A featured partnership with accessibility travel influencer “Downs and Towns” brought positive national attention to Yuma.
- Arizona Office of Tourism Collaboration
 - Partnerships with the Arizona Office of Tourism have expanded in recent years, resulting in additional promotional opportunities and statewide exposure for Yuma.
- Visitor Guides and Community Partnerships
 - Visitor publications were redesigned into smaller, specialized guides focused on dining, itineraries, and visitor experiences.
 - Partnerships with the Yuma Union High School District include student photography projects highlighting younger perspectives of the community.
 - Visit Yuma also hosts major community events, including the Electric Light Parade, which attracts approximately 40,000 attendees annually.
- Community Branding and Development
 - Community branding efforts aim to create a unified message about what makes Yuma unique while complementing existing City and organizational branding.
 - Visit Yuma participates in the Greater Yuma Marketing Group alongside organizations such as the City, Greater Yuma Economic Development Corporation, and Onvida Health to support workforce recruitment and economic development.
 - America 250 initiatives and statewide tourism partnerships have helped increase Yuma’s visibility across Arizona.
- Community Beautification and Recognition
 - “Our Community, Our Yuma” was created to help residents organize beautification and cleanup projects by reducing logistical barriers.
 - Visit Yuma also supports the Yuma Sun’s “Sunshine Award” program recognizing frontline hospitality and customer service workers.
- Tourism Industry Trends and Economic Impact
 - Tourism was reported to reduce the local tax burden by approximately \$822 per household annually.
 - Yuma currently has approximately 45 hotels and nearly 400 additional hotel rooms compared to the previous year, increasing competition among hotels.
 - Vacation rentals through Airbnb and VRBO have also increased significantly since before COVID-19.
- TIA Legislation
 - House Bill 2950, the proposed TIA legislation, had passed the Arizona House and was awaiting further action.
 - If approved, the program could generate an estimated \$3-5 million annually for tourism marketing, event support, and regional attraction efforts.

Discussion

- Visit Yuma operates as a membership organization with approximately 250 paying members. Membership levels vary, with fees generally starting around \$200 annually, while hotels pay additional amounts based on room count and event space. Because Visit Yuma is funded through the 2% hospitality tax, priority is given to businesses such as hotels, restaurants, and bars that directly contribute to tourism-related funding. **(Mayor Nicholls/Carney)**

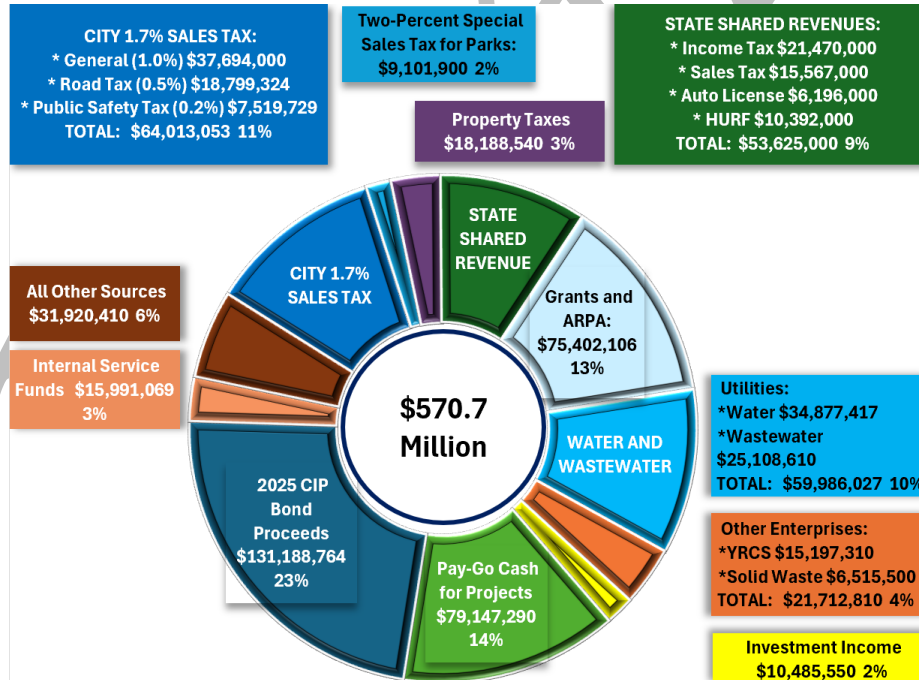
- Efforts to advance TIA legislation are being led primarily by the Arizona Lodging and Tourism Association, along with tourism partners from Phoenix, Mesa, and Scottsdale. Similar legislation has already been adopted in 22 states and more than 200 communities nationwide. Visit Yuma noted that these partnerships have been especially valuable because larger cities have lobbyists and resources helping draft and advocate for the legislation. **(Mayor Nicholls/ Carney)**
- Interest in filming in Yuma has increased following the passage of Arizona film tax incentives in 2024. While Arizona’s incentives are reportedly smaller than those offered in states such as Utah and Texas, they have still helped generate additional interest in filming projects locally. It was also noted that film industry tax incentives remain a major political and economic issue in California, particularly in Los Angeles, where proposed changes to incentives could impact where productions choose to film in the future. **(Mayor Nicholls/Carney)**
- State grant funding received in 2021-2022 helped create the “Hello, I’m Yuma” marketing campaign and related promotional materials. Additional emphasis was placed on expanding billboard and marketing efforts through initiatives such as the Greater Yuma Marketing Group in order to better promote positive developments and community assets. **(Morales/Carney)**
- Hotel managers and RV park operators are generally met with at least once annually, along with additional informal conversations throughout the year. Feedback from the hospitality industry has indicated that recent hotel growth, including approximately 400 additional rooms citywide, has created increased competition and softer occupancy rates for many properties. Increased activity at the Pacific Avenue Athletic Complex (PAAC), additional sports tourism, and more visitation during shoulder seasons were identified as key opportunities to help drive hotel traffic and improve tourism performance. **(Morales/Carney)**
- Some sports tournaments did not return after COVID due to inconsistent follow-up, scheduling and availability conflicts, and limited ongoing outreach to tournament organizers. Current efforts are focused on reconnecting with previous organizers, attending sports-focused conferences, and strengthening coordination with the Parks and Recreation Department to help rebuild those relationships and attract future events. **(Morales/Carney)**
- Continued feedback from tournament organizers regarding desired amenities, facility improvements, and other needs could help guide future budget planning and capital improvement projects to better support and expand activity at the PAAC. **(Morales/Carney)**
- Coordination between Visit Yuma and the City’s development of beautification and volunteer initiatives could help avoid duplication and strengthen collaboration with local volunteer groups and community partners. **(Morales/Carney)**
- Some local hotels offer summer staycation promotions and specials, although those efforts vary by property and individual marketing strategies. Tourism marketing efforts generally focus on attracting travelers passing between Phoenix and San Diego, while also encouraging increased local and regional visitation during slower travel periods. Economic softness among travelers has also contributed to reduced tourism demand. **(Watts/Carney)**
- Hotel occupancy in Yuma typically reaches 90-100% during peak winter months but declines significantly during the summer, with occupancy rates sometimes dropping into the 35-50% range in July and August. Sunday through Thursday occupancy tends to remain stronger throughout the year, while weekends are comparatively weaker. Increasing visitation during shoulder and summer seasons remains a major priority, as unsold hotel rooms cannot be recovered once the night passes. **(Watts/Carney)**

- The need for more consistent and reliable tourism data is an important regional priority, particularly as tourism continues to play a significant role in the local economy. More detailed year-to-year data on winter visitors, tourism trends, and visitor spending could help better measure economic impacts, strengthen future TIA efforts, and guide more targeted marketing strategies. **(Mayor Nicholls/Carney)**
- Additional tourism funding could support expanded research efforts, including regular visitor intercept studies and updated winter visitor analyses, which have not been conducted comprehensively in several years. Current tourism insights rely heavily on informal feedback and observations, highlighting the need for more routine and data-driven analysis moving forward. **(Mayor Nicholls/Carney)**

II. PROPOSED BUDGET OVERVIEW

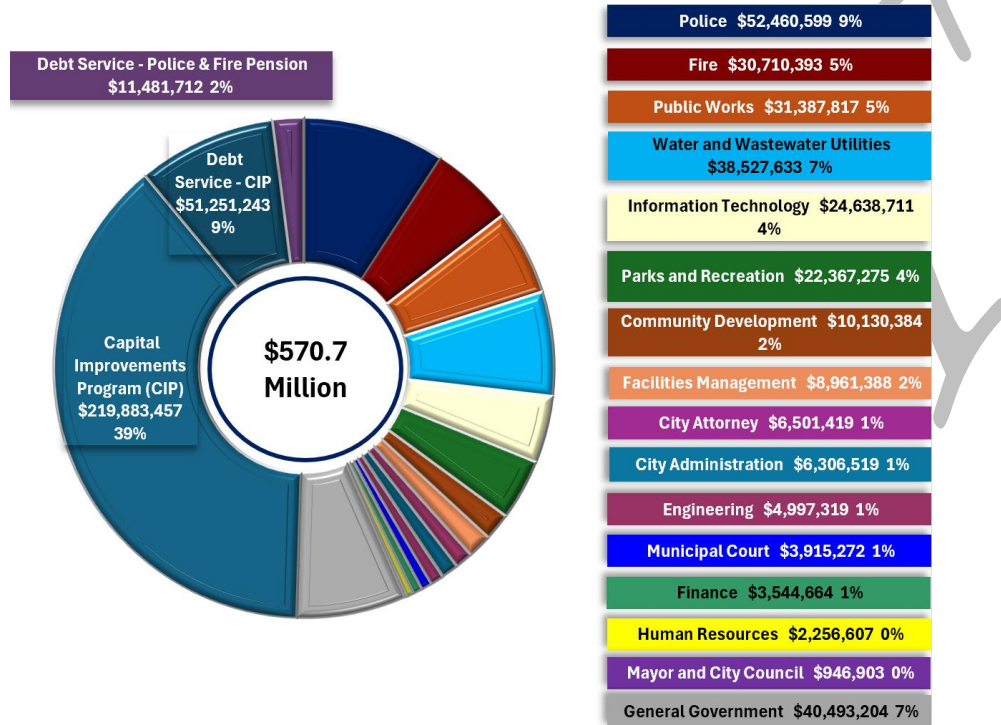
Allen presented an overview of the proposed Fiscal Year (FY) 2027 budget as follows:

- Overview
 - The proposed FY 2027 budget includes approximately \$570 million in total expenditures. A planned adjustment will reduce expenditures by approximately \$4 million to reflect updated bond carryover calculations.
- Sources
 - The City's primary revenue sources include sales taxes, property taxes, state-shared revenues, the Highway User Revenue Fund (HURF), and enterprise fund revenues. These revenues support operations across multiple funds and departments throughout the organization.



- Parks and Recreation funding has shifted from being primarily supported by the dedicated 2% tax to being more heavily supported by the General Fund. Bond repayment obligations are also now being funded through the General Fund.

- General Fund recurring revenues are projected at approximately \$123 million, while operating expenditures are projected at approximately \$121 million. Maintaining recurring revenues above operating expenditures is important to maintaining a balanced budget.
- Expenditures
 - Total General Fund expenditures include contingency funding, with approximately \$14.5 million reserved for unforeseen needs. The goal is to avoid using contingency funds unless necessary.



- Assigned fund balances are reserved for specific purposes, including public safety retirement obligations, major equipment purchases, supply chain delays, debt repayment, and capital financing needs.
- After accounting for assigned reserves, the General Fund's unassigned fund balance is projected to be approximately \$28.3 million, representing about 22% of annual expenditures.

Simonton provided the following fund overview:

- General Fund
 - The General Fund is evaluated by comparing recurring revenues to operating expenditures, with the goal of ensuring recurring revenues exceed ongoing operating costs. Operating expenditures include personnel costs, day-to-day departmental operations, and capital outlay such as major equipment purchases.
 - For FY 2027, recurring General Fund revenues are projected at approximately \$123 million, while operating expenditures are projected at approximately \$121 million, resulting in a positive operating balance.
 - Total expenditures also include approximately \$14.5 million in contingency funding, which is reserved for unforeseen needs and is not expected to be fully utilized.

- Fund Balances
 - Many General Fund balances are assigned for specific purposes and are not available for general spending. These include reserves for Public Safety Personnel Retirement System (PSPRS) obligations, major equipment purchases, supply chain delays, debt repayment, and capital financing.
 - Some assigned reserves are held for projects with long lead times, such as fire apparatus purchases, where funds must remain available until equipment is delivered several years after being ordered.
 - The City also maintains reserves to ensure debt obligations can continue to be paid during economic downturns or periods of reduced revenue.
 - After accounting for all assigned reserves, the projected unassigned General Fund balance is approximately \$28.3 million, representing about 22% of annual expenditures and aligning with the City's reserve target.

Discussion

- The reserve for supply chain delays fluctuates from year to year based on the purchase and delivery of major equipment. Funds remain reserved until equipment is received, causing the balance to increase with new orders and decrease as deliveries are completed. **(Morales/Simonton)**

Simonton continued his presentation as follows:

- Capital Improvement Bonds 2025
 - Capital improvement bond funds are shown within each applicable fund to identify bond proceeds that have been allocated but not yet spent.

Allen explained that the \$4 million adjustment to the downtown capital improvements will not affect the Capital Improvement Program (CIP) projects or have any long-term impact.

FY 2027 TOTAL EXPENDITURES			
Recommended Changes from Proposed Budget to Derive the Tentative Budget	General Fund (combined)	All Other Funds	Total Budget
Proposed Budget	\$ 149,117,109	\$ 421,645,410	\$ 570,762,519
Capital Improvement Plan (CIP)			(4,000,000)
Adjust Downtown Improvements (GF) Capital Improvements to current estimated bond carry-forward amount	(4,000,000)		
Reclassify General Fund bond CIP as a "Capital Project Fund" for the State Forms Schedules A-G and City's Financial Statements	(7,148,294)	7,148,294	
Tentative Budget	\$ 137,968,815	\$ 428,793,704	\$ 566,762,519
Worksheet tracks changes from the Proposed Budget summaries to the Tentative and Final Budgets			
FY 2027 TOTAL APPROPRIATED SOURCES			
Recommended Changes from Proposed Budget to Derive the Tentative Budget	General Fund	Other Sources	Total Budget
Proposed Budget	\$ 149,117,109	\$ 421,645,410	\$ 570,762,519
Adjust Sales tax revenue for FY 2026 and FY 2027 in the:			-
Road Tax Fund: FY 2026 \$18,521,000 and FY 2027 \$18,847,000	-	47,676	
Public Safety Tax Fund: FY 2026 \$7,408,400 and FY 2027 \$7,538,800	-	19,071	
Offset by Planned Use of carry-forward fund balances	-	(66,747)	
Reduce carry-forward bond proceeds for Capital Improvements:			(4,000,000)
Adjust Downtown Improvements (GF) Capital Improvements	(4,000,000)		
Tentative Budget	\$ 145,117,109	\$ 421,645,410	\$ 566,762,519
Worksheet tracks changes from the Proposed Budget summaries to the Tentative and Final Budgets			

Simonton continued the fund overview with the following information:

- **HURF**
 - Funded primarily through the state gasoline tax, HURF is projected to remain relatively flat despite continued population growth and increased roadway use.
 - HURF revenues are based on gallons of fuel purchased rather than the price of fuel, meaning revenue does not automatically increase when gas prices rise.
 - The growing number of electric and hybrid vehicles may further reduce gasoline tax revenues over time, and the state may eventually need to consider alternative transportation funding mechanisms.
 - The City plans to utilize nearly all available HURF funding this year because HURF expenditures are exempt from state expenditure limitations.
 - Additional Public Works and street maintenance costs have been shifted from the road tax fund into HURF to help address expenditure limitation challenges.
 - If voters approve the proposed expenditure limitation adjustment, some costs may be shifted back to the road tax fund in future years, allowing the HURF fund balance to be rebuilt.
- **City Road Tax Fund**
 - The road tax is a dedicated half-cent sales tax collected on purchases made within the city.
 - Road tax revenues are projected to remain stable, with approximately 2% annual growth consistent with other local sales tax revenues.
 - The road tax supports a significant portion of Public Works operations, including street maintenance activities, personnel costs, and operating expenses.
 - The fund also supports capital purchases, including vehicles and equipment needed for the City's new alley maintenance program.
 - Like HURF, road tax expenditures are exempt from state expenditure limitations.
 - Road tax funding continues to support some CIP projects, although at a lower level than in previous years. Current road-related capital projects are being funded primarily through bond proceeds rather than road tax revenues.
 - The budget includes approximately \$30 million in capital improvement bond funding dedicated to roadway projects, reflecting continued use of bond financing approved by voters to advance transportation infrastructure improvements.
 - The City expects to spend a significant portion of the available roadway bond funding during the current fiscal year.
- **Public Safety Tax Fund**
 - The Public Safety Tax is a dedicated sales tax of two-tenths of one cent that funds public safety equipment, capital purchases, and related infrastructure needs.
 - Public Safety Tax revenues cannot be used to fund personnel costs, which must be paid from the General Fund.
 - Unlike some other funding sources, Public Safety Tax expenditures are subject to state expenditure limitations. As a result, relatively few CIP projects are funded directly through the Public Safety Tax this year.
 - Most public safety-related CIP projects are being funded through bond proceeds, with approximately \$11 million in bond funding allocated for public safety capital improvements.
- **Two Percent Tax Fund**
 - The Two Percent Tax Fund, which supports many Parks and Recreation Department operations, has experienced financial pressure due to softer hotel-related tax revenues and increasing operating costs.

- To help stabilize the fund, operations and revenues associated with the Art Center and Civic Center have been shifted back to the General Fund. These facilities were originally funded through the General Fund before being moved to the Two Percent Tax Fund during the Great Recession.
- The projected fund balance for next year is approximately \$71,000, making it a fund that will require close monitoring in future years.
- Ongoing operational costs, capital improvement needs, the opening of East Mesa Community Park, and future recreation facilities will continue to place demands on the fund.
- Most Parks and Recreation capital projects included in the current budget year are being funded through bond proceeds rather than the Two Percent Tax Fund.
- **Mall Maintenance Fund**
 - The Mall Maintenance Fund supports maintenance and upkeep of the downtown area through a dedicated property tax district.
 - Annual revenue generated by the district is approximately \$170,000, while maintenance costs total approximately \$420,000, requiring the General Fund to cover the remaining balance.
 - The concentration of County-owned buildings downtown places additional financial pressure on the district because those properties do not contribute to the assessment that funds downtown maintenance.
 - Continuing General Fund support helps maintain downtown services without placing an unsustainable tax burden on private property owners within the district.
- **Grants, Donations and Settlements**
 - Grant funding continues to be a significant component of the City's overall budget and capital program.
 - The City budgets grant expenditures based on the assumption that all awarded grant funds will be utilized, even though actual spending often occurs over multiple years as projects advance.
 - Approximately \$80 million in grant funding was budgeted in the previous year, while actual expenditures are projected to be about \$18 million.
 - More than \$70 million in grant-funded expenditures are currently budgeted for the upcoming fiscal year, with actual spending expected to increase as major projects such as the Multimodal Transportation Center and other grant-funded initiatives move forward.
 - Of the City's approximately \$570 million budget, more than \$70 million is tied to grant funding, highlighting the significant role grants play in supporting City projects and infrastructure investments.
- **American Rescue Plan Act (ARPA) Fund**
 - All remaining ARPA funding is expected to be spent during the current fiscal year in order to meet federal spending deadlines.
 - ARPA funds must be fully expended by the end of calendar year 2027.
 - The remaining ARPA funding balance is being dedicated primarily to the East Mesa Community Park project.
- **Debt Service Fund**
 - Total debt service expenditures across all City funds are projected to be approximately \$43 million in the upcoming fiscal year.
 - The increase from approximately \$28 million to \$43 million is primarily attributable to bonds issued during the previous year.

- A significant portion of the General Fund bond debt consists of short-term, two-year bonds, which is expected to result in a substantial decrease in General Fund debt service costs after the next fiscal year.
- Development Fee Capital Projects
 - Development impact fees continue to be collected and spent on eligible CIP projects in accordance with legal requirements.
 - A recent audit reviewed the City's use of development fees and confirmed that the funds are being spent appropriately on qualifying infrastructure projects.
- Water Fund
 - The Water Fund was described as financially healthy, with a strong fund balance. Because water fund expenditures are subject to state expenditure limitations, relatively little water-related CIP spending is occurring directly from the fund at this time, although approximately \$20 million in bond-funded water projects are planned for the upcoming fiscal year.
 - Once expenditure limitation issues are addressed, additional water infrastructure projects are expected to move forward, including new wells and other system improvements that have already been identified for future years.
 - Water capacity fees continue to be collected and have historically been used to support debt service payments associated with the Agua Viva Water Treatment Facility project.
- Wastewater Fund
 - The Wastewater Fund remains financially stable, with revenues and fund balances remaining consistent. Although the system serves fewer customers than the water utility, current reserves are considered adequate to address upcoming infrastructure needs.
 - Wastewater capacity fee revenues are being used to fund the Desert Dunes Water Reclamation Facility expansion project, which was identified as an appropriate use of those accumulated funds. Once the expansion is completed, the fund will primarily be used to support debt service associated with the project.
 - Desert Dunes is expected to be completed in April 2027, at which point the associated project fund is expected to be fully utilized.
 - Approximately \$21 million in wastewater infrastructure projects are planned to be funded through wastewater bond proceeds during the upcoming fiscal year.
- Solid Waste Fund
 - The Solid Waste Fund is an enterprise fund supported by user fees and includes a built-in annual rate increase of approximately 3%, resulting in modest revenue growth each year.
 - The fund is financially healthy and sufficient to support ongoing solid waste operations and service needs.
 - No new solid waste collection truck is planned for purchase this year. New trucks, routes, and drivers are typically added every two to three years as customer growth creates demand for expanded service.
 - Because no major equipment purchases are planned this year, the fund balance is expected to remain strong.
- Yuma Regional Communications System (YRCS)
 - YRCS is funded through subscription fees paid by agencies that use the radio system, with each connected radio generating a fee.
 - Participating agencies include Yuma County, the Sheriff's Office, local municipalities, and other regional partners that utilize the system.
 - The City manages the operation on behalf of all participating agencies, but the system is funded collectively by its users.

- YRCS also relies heavily on grant funding, making grants an important component of its overall financial structure.
- Equipment Replacement Fund
 - The Equipment Replacement Fund functions as a prepayment program for vehicle and equipment replacement. Departments pay annual contributions into the fund so that sufficient funding is available when vehicles, fire apparatus, police units, or other equipment reach the end of their useful lives.
 - The fund also generates investment earnings, which help support future replacement costs. Approximately \$9 million in equipment replacement expenditures are anticipated in the upcoming year.
 - Equipment replacement expenditures are exempt from state expenditure limitations because the associated costs were recognized in prior years when contributions were made to the fund.
- Equipment Maintenance Fund
 - The Equipment Maintenance Fund operates similarly, with departments paying annual fees to support the operation of the City's fleet maintenance program.
 - These contributions help cover the ongoing maintenance and repair costs of City vehicles and equipment, allowing routine fleet maintenance expenses to be funded in advance.

Allen presented the following information on Municipal Improvement Districts (MIDs):

- MIDs are tracked separately from other City funds because each district operates independently and City Council serves as the governing board for each MID.
- Property taxes are not levied immediately when a MID is created. The City initially provides an interest-free loan to cover maintenance costs, and property taxes are gradually implemented after expenditures begin and development occurs.
- Tax rates are phased in as developments build out in order to avoid placing the full maintenance burden on a small number of early property owners.
- Once a development is substantially or fully built out, tax revenues are used to repay the City's loan and support ongoing maintenance costs. Some districts, such as Desert Sky, have fully repaid their loans.
- MID reports include information on expenditures, tax rates, assessed valuations, revenues, fund balances, and historical trends to help evaluate the financial condition of each district.
- As assessed valuations increase through development growth, tax rates may be reduced while still generating sufficient revenue to maintain district services.
- Districts with growing fund balances may see future tax rate reductions, while districts with negative or declining balances are monitored and adjusted over time to restore financial stability.

Discussion

- MIDs function similarly to Homeowners Associations (HOAs) for certain public areas, funding the maintenance of parkways, subdivision entrances, retention basins, and detention basins within a development. **(Morales/Allen)**
- MID funds are used for landscape maintenance and upkeep of these common areas but cannot be used for amenities that would typically be the responsibility of a HOA, such as pools or other private recreational facilities. **(Morales/Short)**

- Particularly on the east side of town, landscaping maintenance can be complicated by blowing sand from adjacent undeveloped properties. In some cases, landscaping installation may be delayed until surrounding development occurs to avoid damage and unnecessary costs. **(Morales/Simonton)**
- Routine landscape maintenance in MID areas is funded through the district, while excessive sand removal or similar issues may be addressed as part of regular City operations rather than being charged directly to the MID. **(Morales/Simonton)**
- Sales tax revenue projections are developed by analyzing individual tax categories, such as retail sales, internet sales, utilities, and groceries, rather than relying solely on overall year-to-year growth. Each category is evaluated based on historical trends and economic forecasts, with the resulting projections combined to estimate overall sales tax growth. **(Morris/Allen)**
- State-shared revenue projections use a different methodology that considers factors such as population growth, statewide tax collections, inflation, and income trends. Short-term projections are supported by estimates provided by the League of Arizona Cities and Towns, while longer-term forecasts become more difficult to predict accurately. **(Morris/Allen)**
- Utility fee revenue projections are based primarily on the City's adopted rate study and scheduled rate adjustments rather than assumptions about future growth. While staff monitors development activity and new utility connections, revenue from new customers is not heavily relied upon in the budget because connection activity can fluctuate significantly from year to year. **(Morris/Allen)**
- A conservative approach is used when forecasting utility revenues, allowing additional growth and new connections to strengthen fund balances rather than being assumed as a guaranteed revenue source. This approach also helps maintain required financial ratios and bond rating standards, which are reviewed regularly to ensure the utilities remain financially stable. **(Morris/Simonton)**
- The Mall Maintenance District is funded through property taxes, and County-owned buildings do not contribute because government properties are exempt from property taxes. As a result, the City covers a larger share of downtown maintenance costs through the General Fund, while efforts to secure voluntary county contributions have had limited success. **(Mayor Nicholls/Smith/Allen/Simonton)**
- Potential grant funding is included in the budget so the City can spend the funds if they are awarded, as state law generally requires revenues and expenditures to be budgeted before they can be used. If a grant is not received, the City does not spend the money, and the related project typically does not move forward. **(Mayor Nicholls/Allen)**
- The City's expenditure limitation continues to significantly constrain the budget, even after accounting for exemptions such as bond proceeds, grants, HURF revenues, and internal service funds. For the current year, those exemptions still leave the City approximately \$30 million above its expenditure limitation, requiring the use of interest earnings, carryforward capacity from prior years, and budget savings to remain compliant. **(Mayor Nicholls/Allen)**
- If voters do not approve the proposed expenditure limitation adjustment, the City can temporarily rely on remaining carry-forward capacity and interest-related exemptions, but those resources are finite. Once those options are exhausted, the City would need to consider additional measures such as increasing reliance on bond financing, reducing services, delaying projects, or identifying other budget reductions to stay within the legal expenditure limit. **(Mayor Nicholls/Allen)**

Allen concluded the presentation as follows:

- Several amendments were identified following the previous budget review, including a \$4 million adjustment to remove bond carryover funds that could otherwise be counted twice. This change affects the General Fund and total budget figures but does not affect project budgets.

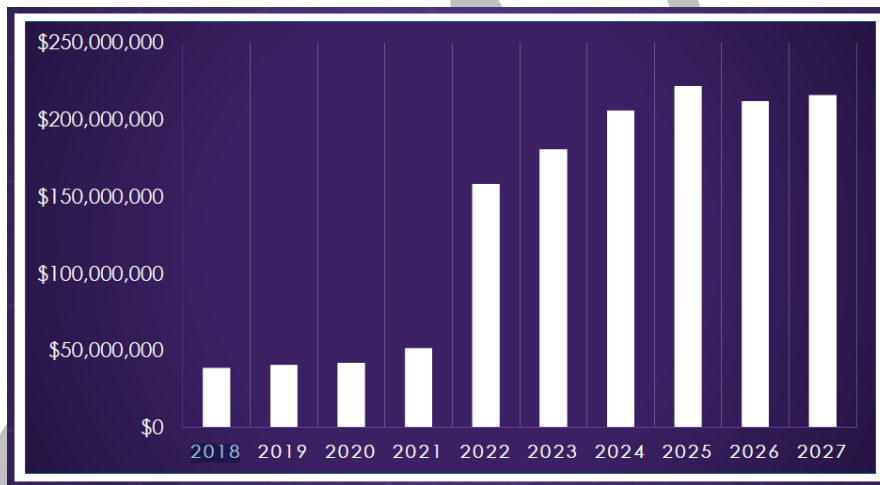
- Additional accounting adjustments were made to separate bond funds from operating funds so they align with state reporting requirements. This clarification affects how funds are displayed but does not change the underlying budget.
- Minor revenue estimate adjustments were also made to certain tax revenues as part of final budget calculations. Revenue projections remain estimates and are monitored through quarterly budget updates to account for changing economic conditions.
- The tentative budget scheduled for adoption establishes the maximum allowable expenditure level for the fiscal year. While funds may still be reallocated among departments and budget categories before final adoption, the total expenditure amount cannot be increased beyond the tentative budget amount.
- A public hearing on the budget, property tax levy, and solid waste revenues is scheduled for June 17. Additional budget adjustments may be made before final adoption, provided the overall expenditure ceiling is not increased.
- The proposed total budget is approximately \$566 million and has been structured to comply with the City's expenditure limitation requirements.
- The proposed property tax levy is approximately \$18 million and is based on maintaining the same tax rate as the prior year. The proposed rate remains below the maximum allowable levy, and City Council retains the ability to reduce the rate before final adoption.

III. FY 2027 CAPITAL IMPROVEMENT PROGRAM

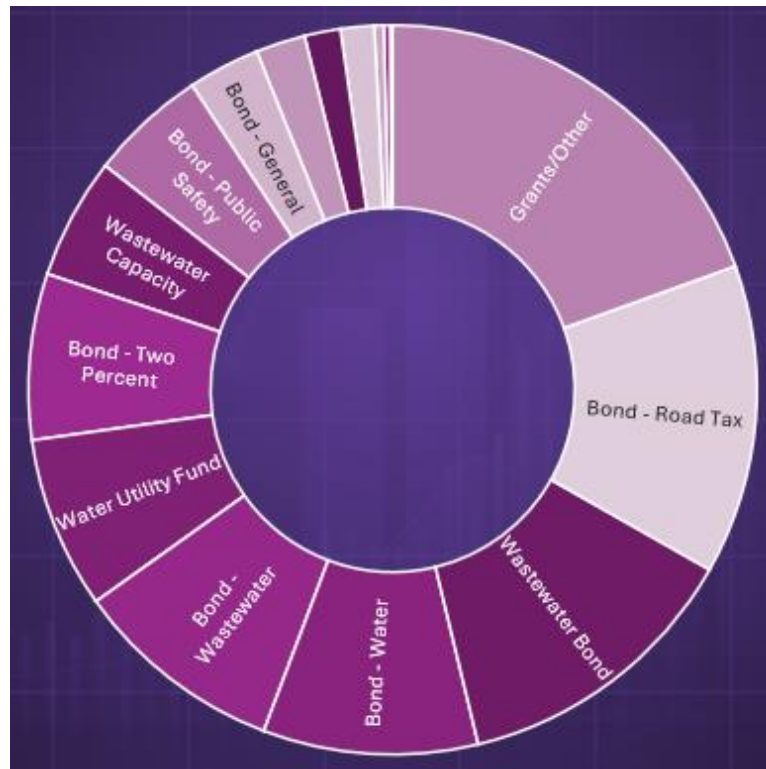
Cowey presented the proposed CIP for FY 2027-FY 2031 as follows:

- What is Capital Improvement?
 - New construction
 - Improves an existing assets
 - Equipment purchasing
 - Minimum value of \$25,000
- Program Development
 - January-April
 - Funding projection
 - Fund allocation
 - Program review
 - May-June
 - Proposed plan presented for City Council and public review
 - City Council public hearing
 - City Council consideration and adoption
 - July-December
 - Project status review
 - Priority setting
 - Department coordination
- FY 2027-2031 Schedule
 - May 1 – Proposed CIP to city Council
 - May 6 – Proposed CIP to City Clerk, website, and Public Works
 - May 20 – Public hearing

- Framework for FY 2027-2031
 - The CIP is guided by City Council’s adopted strategic priorities and long-term planning objectives.
 - Projects within the FY 2027-2031 CIP are evaluated based on infrastructure needs, available funding, and alignment with broader community goals and service priorities.
 - The proposed program addresses both immediate organizational needs and longer-term planning efforts intended to guide future coordination and investment decisions.
 - Infrastructure investments are aligned with strategic outcomes such as public safety, economic development, quality of life, community connectivity, responsible stewardship of public resources, and long-term sustainability.
- Ten-Year Capital Allocation History
 - The CIP showed significant growth beginning around fiscal year 2022, largely driven by major infrastructure investments, including the Desert Dunes project and funding received through ARPA.
 - The proposed fiscal year 2027 CIP includes approximately \$216 million in planned capital investments across all funding sources and departments.
 - Since publication of the CIP book, the overall program has been reduced by \$4 million through a decrease to the contingency fund identified on page 67 of the CIP plan book. No individual projects were impacted by the adjustment.



- FY 2027 Funding Sources
 - The CIP is funded through a combination of bonds, utility revenues, development impact fees, dedicated taxes, grants, reimbursements, and partnership opportunities.
 - Many funding sources are legally restricted and may only be used for the specific purposes for which they were collected.
 - Development impact fees help offset the impacts of growth and support infrastructure expansion needed to maintain community service levels.
 - Dedicated tax revenues support investments related to roadways, public safety, parks, tourism, and other quality-of-life initiatives.
 - Grants and reimbursement opportunities continue to play an important role in supplementing local revenues and expanding the City’s ability to complete infrastructure improvements.
 - Revenue and bond funding secured during the current year provided additional flexibility within the CIP and helped address ongoing expenditure limitation challenges.



- Funding Notes
 - The CIP serves as City Council’s legislative policy direction for funding, constructing, and maintaining capital improvement projects in the upcoming year.
 - CIP priorities are established by balancing available financial resources against community and infrastructure needs.
 - In recent years, infrastructure and service needs have significantly exceeded available funding resources.
 - Approval of the CIP reflects City Council’s decisions regarding which projects and priorities will receive limited funding resources.
 - The CIP also reflects decisions not to allocate funding toward other projects or needs due to limited available resources.
- Investments Supporting Growth and Future Development
 - Transportation
 - 40th Street Capacity Increase
 - Approximately \$6 million has already been invested in improvements along 40th Street, with additional work planned in future years of the CIP.
 - Improvements to 40th Street are expected to significantly support development activity and growth in the eastern portion of the community.
 - 28th Street Capacity Increase
 - This project, located between 45th Avenue and Avenue B, is nearing completion.
 - Improvements to 28th Street included roadway widening to three lanes, installation of street lighting, and construction of a new signalized intersection.

- Wastewater Infrastructure
 - Wastewater infrastructure projects, including the Desert Dunes Water Reclamation Facility Capacity Increase and 4E Sewer Line Extension projects, are intended to support future community growth through expanded system capacity.
 - Utility infrastructure projects must often be completed well in advance of development in order to ensure adequate service capacity is available when growth occurs.
 - These types of improvements are considered critical to supporting long-term development and maintaining reliable utility services throughout the community.
- Grant Funded Projects
 - Construction of the East Mesa Community Park is estimated to be funded approximately 79% through grants rather than City funds.
 - The East Mesa Community Park project was intentionally designed with flexibility so additional features could be added as new grant opportunities became available.
 - Additional grant funding and community partnerships allowed Parks and Recreation staff to expand the scope of amenities included in the park project.
 - Improvements to Desert Hills Golf Course were also supported primarily through grant funding, with approximately 60% of project costs covered by grants.
 - Construction of the recently approved Multimodal Transportation Center is estimated to be funded approximately 80% through grants.
 - Grant funding is a critical factor in making many large-scale infrastructure and community improvement projects financially possible.
- Public Safety
 - The long-planned Police Evidence Storage Facility project was recently completed after remaining on the City's project list for many years. The project was partially funded through a federal earmark and is expected to provide significant operational benefits to the Police Department.
 - The Emergency Dispatch Backup Center project is intended to provide critical operational support during emergencies, including situations involving power or grid failures, and was also partially funded through grant opportunities.
- Infrastructure Preservation and Facility Improvements
 - Infrastructure preservation and facility improvement projects form a core component of the CIP and include projects such as:
 - Pavement Replacement Program
 - Water Main Replacement Program
 - Citywide Manhole Rehabilitation
 - Facility Rehabilitation and Lifecycle Improvements
 - Civic Center HVAC Re-piping
 - Park and Public Facility Improvements
 - Transportation, water, and wastewater infrastructure projects focus on preserving and rehabilitating critical systems that support daily operations and essential public services.
 - Investments in roadway, water, and wastewater infrastructure are intended to improve system reliability, extend the useful life of assets, and reduce long-term maintenance costs.

- Facility improvement projects support the maintenance and rehabilitation of City buildings, parks, and other public assets.
- These investments are intended to improve operational efficiency, extend facility life, and maintain safe and reliable environments for both City staff and the public.

Discussion

- The proposed Innovation Hub is currently funded only for land acquisition and a feasibility study. Construction costs have not yet been included in the CIP because the project scope, design, and estimated costs have not been determined. Once the feasibility study is completed and project costs are known, future phases may be incorporated into subsequent CIP updates. Similar planning approaches are being used for other projects, including the proposed aquatics facility. **(Morales/Simonton)**
- The CIP is both a one-year budget document and a longer-term planning tool that provides a tentative vision for future projects. Projects in future CIP years are forecasts rather than approved budgets, and major projects are generally not programmed until feasibility studies, designs, and more reliable cost estimates are completed. **(Morales/Simonton)**
- The East Mesa Community Park is being developed in phases. Phase 1, which includes the lake and supporting infrastructure necessary for the overall buildout, is expected to be completed in October. Phase 2 includes soccer fields, basketball courts, pickleball courts, tennis courts, and other amenities that were identified through the community planning process. While Phase 2 is currently programmed for 2031, completion will depend on future funding availability, bonding capacity, and grant opportunities. A future dog park phase is also being pursued through additional grant funding. **(Morales/Urfer)**
- The proposed Fire Station 8 project is intended to be coordinated with the expected arrival of Engine 8, which is currently anticipated around 2030. The project would require planning, design, and construction phases before becoming operational, with construction expected to take several years. **(Martinez/Cowey/Louser)**
- The estimated project cost for Fire Station 8 is approximately \$14 million, but the funding has not yet been secured. The City's traditional approach for projects of this size is to issue bonds and repay them using public safety tax revenues. Because the current public safety tax is scheduled to expire in 2037, extending that revenue source will likely be necessary before bonds can be issued for Fire Station 8 and other major public safety facilities. Future discussions may include seeking voter approval to extend the tax in order to support long-term public safety infrastructure needs. **(Martinez/Simonton)**

IV. LEGISLATIVE UPDATE

Short presented information regarding State and Federal legislative guiding principles, priorities, and strategies as well as the status of proposed actions affecting the City as follows:

- City Council's Guiding Legislative Principles
 - Support legislation that protects and enhances the City Council's ability to efficiently serve Yuma residents and visitors in a cost-effective manner
 - Protect local decision-making
 - Protect local revenues and mandates that are unfunded
 - Protect the City's water rights and support water remaining in the region

- State Legislature Important Items/Dates
 - Seven bill limit for each elected State Legislator
 - February 20 – Last day for bills in committee
 - February 23 – Cross-Over Week
 - Record number of bills and “strike everything” amendments
 - April 17 – Last Day for Conference Committees
 - April 21 – 100th Day of Session
 - June 30 at 11:59 p.m. – Budget deadline
- City Council’s State Legislative Priorities
 - Maintain shared, voter-approved local revenues
 - Maintain the directed revenue sources
 - Preserve local authority over local taxation
 - Preserve and expand local economic development and job-creation
 - Preserve and expand support for public safety
 - Preserve and expand local growth and housing
 - Preserve and expand investments in infrastructure, quality of life, and community investment
 - Protect local water rights for City of Yuma and region
- Local Preemptions
 - Senate Concurrent Resolution (SCR) 2016
 - Preempts town or city councils and county supervisors from adjusting any local rate, fee, or tax. Formerly House Bill 4030 / House Concurrent Resolution 2052.
 - Senate Bill (SB) 1431
 - Preempts town or city councils and county supervisors on local residential standards in planned communities.
- 911 funding
 - Arizona's 911 system is funded through a statewide excise tax on telephone lines and is administered at the state level, while local agencies operate the Public Safety Answering Points. The current funding structure was established in 2001 when the tax was expanded to cell phones but reduced from 37 cents to 20 cents per line. Arizona has not adjusted the rate since then, despite most other states increasing theirs over time.
 - The 911 fund is currently facing an estimated 35% shortfall and has moved into a deficit position after its reserve balance was depleted. Similar concerns emerged around 2018-2019, although temporary pandemic-related funding helped stabilize the program for a period.
 - Local agencies have indicated they can absorb the current reduction in funding, but the situation is not considered sustainable long term. State leaders have directed budget officials, public safety organizations, local government groups, and other stakeholders to determine the actual funding need and develop recommendations for a long-term solution.
 - Legislative action is anticipated to address the funding gap, potentially through an increase to the 911 excise tax. This issue is a statewide responsibility that requires a statewide funding solution rather than shifting the burden to local governments.
- Colorado River Update
 - Negotiations regarding post-2026 Colorado River operating guidelines have advanced significantly, with the Lower Basin states of Arizona, California, and Nevada reaching a proposed agreement after years of limited cooperation. The proposal includes approximately three million acre-feet of water conservation measures, combining previously agreed reductions with additional proposed cuts.

- The proposed framework would shorten the planning horizon from 20 years to 10 years, with reviews every two years. Future management decisions would rely more heavily on actual hydrologic conditions and water availability rather than long-term assumptions.
- A major component of the proposal involves improved accounting and measurement of water use in the Upper Basin, where some tributary flows and water storage practices have historically not been tracked as comprehensively as they are in the Lower Basin. The proposal also includes provisions intended to recognize and protect tribal water rights that have not yet been fully allocated throughout the Colorado River system.
- The proposal would extend restrictions on withdrawals from Intentionally Created Surplus accounts through 2036 due to continuing water shortages. California entities, including the Imperial Irrigation District, are seeking greater participation in conservation programs in exchange for contributing additional water savings.
- Responsibility for managing water storage would become more clearly divided between the Upper and Lower Basin states. The Upper Basin would be expected to ensure sufficient water reaches Lake Powell, while the Lower Basin would focus on managing Lake Mead and downstream supplies.
- The proposal has been well received by federal officials, but the Upper Basin states have not yet formally responded. Despite ongoing uncertainty, current assessments indicate that Yuma-area water users are well positioned due to long-term planning, conservation efforts, and existing contingency measures, with no immediate concerns requiring significant changes in local water management.

V. REGULAR CITY COUNCIL MEETING AGENDA OF MAY 20, 2026

Motion Consent Agenda Item C.2 – Bid Rejection: Main Street Water Treatment Plant Filters 9, 10, 11, & 12 Rehabilitation and Upgrades Phase 3 (Pursuant to the Yuma City Code § 36-36, reject the bid received for the Main Street Water Treatment Plant Filters 9, 10, 11, and 12 Rehabilitation/Upgrades Phase 3 project due to the bid exceeding the allocated amount for the Capital Improvement Project.) (RFB-26-200) (Eng)

Discussion

- The Main Street Water Treatment Plant filter project received only one bid, which exceeded the engineer's estimate by more than \$3 million. Other contractors with experience on similar City projects were contacted and indicated they were currently overextended and unable to submit bids. However, those contractors estimated their pricing would likely have been closer to \$3.5 to \$3.7 million. Staff plans to coordinate with contractors before rebidding the project to help ensure additional participation and more competitive pricing. **(Watts/Wostenberg)**

Resolution R2026-016 – Development Fee Deferral: Santana Unit 1 Subdivision (Authorize an agreement to defer City of Yuma development fees and water and sewer capacity charges for Santana Unit 1 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective term of the deferral agreement is three years from date of execution.) (Eng)

Resolution R2026-017 – Development Fee Deferral: Santana Unit 2 Subdivision (Authorize an agreement to defer City of Yuma development fees and water and sewer capacity charges for Santana Unit 2 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective term of the deferral agreement is three years from date of execution.) (Eng)

Resolution R2026-018 – Development Fee Deferral: Santana Unit 3 Subdivision (Authorize an agreement to defer City of Yuma development fees and water and sewer capacity charges for Santana Unit 3 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective term of the deferral agreement is three years from date of execution.) (Eng)

Discussion

- Development fee deferral agreements are a longstanding and common City practice for subdivision development projects. Rather than requiring developers to pay water and sewer capacity fees at the time a subdivision plat is recorded, the agreements allow those fees to be deferred until later in the development process, generally when meters are set or building permits are issued. **(Morales/Wostenberg)**
- The City has used similar deferral agreements since at least the Great Recession and many developers routinely request them, although some builders choose not to defer fees if homes are selling quickly. **(Morales/Simonton/Wostenberg)**
- The development fee deferral program applies regardless of whether a project is market-rate or affordable housing. The fees are not waived or forgiven; payment is simply delayed until a later point in the development process. Smaller affordable housing projects involving only one or two units may not use the deferral process because utility fees are typically paid at the time of connection. Confusion appears to stem from a misunderstanding between a fee deferral and a fee waiver. **(Watts/Wostenberg)**

Resolution R2026-019 – Major General Plan Amendment: 1912 S. Arizona Avenue (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to High Density Residential, for the property located at 1912 S. Arizona Avenue.) (GP-44756-2025) (DCD)

Morris declared a conflict of interest on Resolution R2026-019 as his firm was involved in the design process for the project and left the dais.

Discussion

- The property is currently zoned commercial, which allows multifamily residential development in conjunction with a business use through a Conditional Use Permit. The original plan included a real estate property management office as part of the development, but the applicant is now requesting to convert that planned commercial unit into an additional residential unit in order to create a fully residential development. **(Watts/Linville)**

Morris returned to the dais.

VI. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 8:12 p.m. No Executive Session was held

Janet L. Pierson, Acting City Clerk

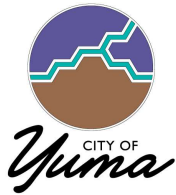
APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

Acting City Clerk: _____

DRAFT



City of Yuma

City Council Report

File #: MC 2026-108

Agenda Date: 7/1/2026

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input checked="" type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input type="checkbox"/> Resolution
	<input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Procurement	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

TITLE:

Bid Award: Gate Valves and Accessories

SUMMARY RECOMMENDATION:

Authorized the purchase of Gate Valves and Accessories to the lowest responsive and responsible bidders for a total estimated expenditure of \$30,000.00 annually to Ferguson Waterworks of Phoenix, Arizona and Yuma Winnelson of Yuma, Arizona. (Utilities-RFB-26-265) (Jeremy McCall/Robin R. Wilson)

STRATEGIC OUTCOME:

Authorization of this purchase award supports the City Council's strategic outcome of Safe and Prosperous by ensuring the reliability and quality of the City's water distribution system.

REPORT:

This contract is necessary to properly maintain the City's water distribution and wastewater collection systems and to support fire protection and other critical utilities functions. The Utilities Department relies on an extensive network of pipelines and appurtenances that require reliable gate valves to control flow, isolate sections for repairs, and maintain overall system integrity. To keep these essential assets operating safely and reliably, the City must have consistent access to high quality, manufacture-specific, gate valves and accessories, including bolt kits and related components.

This contract delivers meaningful cost savings to the City by securing competitive pricing for an estimated multi-year volume of gate valves and accessories. These products are critical for routine maintenance, emergency repairs, reducing service disruptions and water loss, meeting manufacturer specifications and regulatory requirements, and extending the overall lifespan of the City's underground infrastructure.

Awarding to responsible, responsive bidders allows the City to maintain a reliable and uninterrupted supply of gate valves and accessories, which reduces the risk of product shortages, delivery delays, or supply-chain issues that could impact the Utilities Department's maintenance and repair schedules.

Three bids were received in response to the solicitation. Staff is recommending to award to the two lowest responsive and responsible bidders that can provide the various gate valves on an as needed basis.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 30,000.00	BUDGETED:	\$ 30,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 30,000.00	Water and Wastewater Operating Funds	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2027 City Council approved budget for this purchase.

ADDITIONAL INFORMATION:

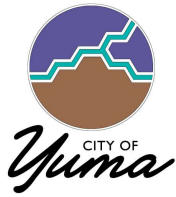
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-109

Agenda Date: 7/1/2026

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Contract Award: Professional Engineering Design Services - Pavement Replacement

SUMMARY RECOMMENDATION:

Authorize an engineering design services contract for Pavement Replacement for Sanguinetti Manor 1 and 2 subdivisions utilizing the Professional Engineering Services On-Call contract at an expenditure of \$225,000.00 to Dahl Robins and Associates Inc., Yuma, Arizona. (Engineering-RFQ-26-110) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This project supports the City Council’s Safe and Prosperous strategic outcome by improving roadway reliability and resolving downstream storm drainage issues that impact neighborhood safety. It also advances the Respected and Responsible strategic outcome through responsible reinvestment in critical infrastructure and pavement.

REPORT:

This design project will provide full pavement replacement within the Sanguinetti Manor 1 and 2 subdivisions, including upgrades to the neighborhood storm drain system and installation of ADA-compliant pedestrian ramps throughout the project area. The existing pavement has exceeded its service life, and replacement is necessary to maintain safe and reliable roadway conditions for residents and emergency responders.

Advancing this project is necessary because the recent storm drainage improvements completed in the La Mesa Hermosa subdivision will not be fully effective until the downstream bottleneck is addressed. Moving this project forward will correct that bottleneck, allow the upstream drainage system to function as intended, and repair the failing asphalt in the project area.

Design services are projected to start by July 2026 and be completed by April 2027.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 225,000.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 225,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 225,000.00	FUNDING ACCOUNT/FUND #/CIP:	

TOTAL	\$ 0.00	City Road Tax Bond
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FISCAL IMPACT STATEMENT:

This project will be using City funding from the City Road Tax Bond in the amount of \$225,000.00

ADDITIONAL INFORMATION:

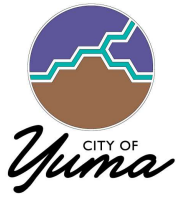
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-110

Agenda Date: 7/1/2026

Agenda #: 3.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: Information Technology Products and Services

SUMMARY RECOMMENDATION:

Authorize the purchase of Information Technology Products and Services utilizing vendors awarded through approved cooperative purchasing agencies for an estimated amount of \$8,894,305.00. (IT-CPA-27-001) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

The purchase of Information Technology (IT) Products and Services directly supports the City Council's strategic outcome of Connected and Engaged.

These investments help keep Citywide core services secure, reliable, and operational. Technology supports daily operations across all departments, including public safety, communications, financial systems, permitting, utilities, asset management, cybersecurity, and citizen-facing services.

By maintaining current and supported technology, the City strengthens service delivery, improves communication, supports public safety operations, and ensures departments have the tools needed to serve the community effectively.

REPORT:

Each year, the City procures various IT Products and Services through cooperative purchase agreements. These products and services include, but are not limited to, voice and video communication systems, cybersecurity tools, data communication hardware and software, computers, printers, scanners, telephones, licensing, cloud services, support, training, and IT consulting services.

In Fiscal Year 2027 (FY 2027), the City anticipates spending \$8,894,305.00 on information technology products, services, communications equipment, software, hardware, subscriptions, licensing, and technical support across all City departments and funds.

Staff has determined that current technology needs, vendor pricing, and administrative efficiencies can be best addressed by utilizing cooperative purchase agreements. These agreements are established by public agencies through competitive procurement processes and allow the City to benefit from volume pricing, standardized contract terms, and reduced administrative overhead.

The City intends to leverage cooperative purchase agreements from the agencies listed below to procure IT Products and Services for all City departments. Staff will review pricing, product availability, compatibility, cybersecurity requirements, and operational need before making each purchase.

Any single purchase over \$100,000.00 will be brought separately before the City Council for approval.

Below is a list of the proposed Cooperative Purchase Agencies:

1. 1 Government Procurement Alliance (1GPA)
2. Houston-Galveston Area Council (HGAC)
3. Mohave Educational Services Cooperative, Inc. (Mohave)
4. National Association of State Procurement Officials (NASPO)
5. National Cooperative Purchasing Alliance (NCPA)
6. Omnia Partners
7. Premier Educational Purchasing Program (PEPPM)
8. Public Purchasing Authority (PPA)
9. National Purchasing Partners (NPPGov)
10. Strategic Alliance for Volume Expenditures (SAVE)
11. Sourcewell
12. State of Arizona
13. The Interlocal Purchasing System (TIPS)
14. Texas Department of Information Resources (TX DIR)
15. General Services Administration (GSA)

The breakdown of estimated expenditure by departments will be included as an attachment.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$8,894,305.00	BUDGETED:	\$ 8,894,305.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 8,894,305.00	Multiple	

FISCAL IMPACT STATEMENT:

To continue annual lifecycle expenditures and subscription renewals, sufficient budget authority is programmed in the City Council approved FY 2027 Budget and multi-year financial forecast.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

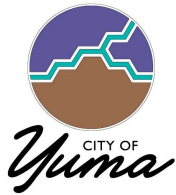
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- City Clerk’s Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

FY27 IT Spending by Department

Department	FY27 IT Total
Information Technology	\$3,579,750
Police	\$1,746,900
Utilities	\$720,100
Community Development	\$514,450
Fire	\$425,520
Human Resources	\$414,800
Engineering	\$348,950
City Administration	\$308,775
Public Works	\$233,100
General Government	\$210,400
Finance	\$202,280
Parks and Recreation	\$85,920
Facilities Management	\$59,620
Municipal Court	\$21,350
City Attorney	\$16,590
Mayor and City Council	\$5,800
Total	\$8,894,305



City of Yuma

City Council Report

File #: MC 2026-111

Agenda Date: 7/1/2026

Agenda #: 4.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: SCADA Server Refresh

SUMMARY RECOMMENDATION:

Authorize the purchase of server hardware, software, licensing, configuration, and warranty support for the Supervisory Control and Data Acquisition (SCADA) Server Refresh utilizing multiple Cooperative Purchase Agreements in the estimated amount of \$150,000.00. (IT-Utilities-CPA-27-002) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

The SCADA Server Refresh supports the City Council’s strategic outcomes of Safe and Prosperous and Connected and Engaged by maintaining critical technology infrastructure used to support utility operations. SCADA systems are essential to monitoring and managing water utility infrastructure. Maintaining current and supported server infrastructure helps ensure reliable system performance, operational continuity, and secure access to the technology tools used by Utilities staff.

REPORT:

The City utilizes SCADA systems to support the monitoring and management of utility infrastructure. These systems are critical to daily water operations and provide staff with access to operational data, system alerts, equipment status, and control functions needed to manage utility services.

The current SCADA server environment requires lifecycle replacement to maintain reliability, performance, security, and vendor support. As server equipment ages, the risk of hardware failure, compatibility issues, and support limitations increases. Replacing aging infrastructure helps reduce operational risk and supports continued availability of critical utility systems.

To ensure cost-effective purchasing and maintain flexibility within a rapidly shifting market, the City will utilize multiple authorized cooperative purchasing agreements. Leveraging multiple cooperative contracts allows the City to obtain the most competitive pricing available at the time of purchase and avoid challenges caused by increasingly shorter quote-validity periods driven by current economic conditions. This approach also supports timely procurement while maintaining compliance with City and State purchasing requirements.

This purchase will support the Fiscal Year 2027 (FY 2027) SCADA Server Refresh by replacing or modernizing server infrastructure used in the City’s SCADA environment. The refresh may include server hardware, software, licensing, configuration, migration support, warranty support, and related services needed to place

the updated environment into service.

Modernizing the SCADA server environment will improve reliability, strengthen cybersecurity, support operational continuity, and help ensure Utilities staff can continue monitoring and managing water system operations effectively.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 150,000.00	BUDGETED:	\$ 150,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 150,000.00	Water Fund	

FISCAL IMPACT STATEMENT:

To continue this multi-year replacement project, sufficient budget authority is programmed in the City Council approved FY 2027 Budget and financial forecast.

ADDITIONAL INFORMATION:

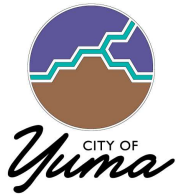
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-112

Agenda Date: 7/1/2026

Agenda #: 5.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input type="checkbox"/> Resolution
	<input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input checked="" type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Procurement	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: Cyclical Laptops and Monitors Refresh Project

SUMMARY RECOMMENDATION:

Authorize the purchase of laptops, monitors, docking stations, configuration, and warranty support utilizing a Cooperative Purchase Agreement with Dell Technologies, Round Rock, Texas in the estimated amount of \$625,000.00. (IT-CPA-27-003) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

The cyclical technology replacement strategy of purchasing laptops, monitors, and docking stations aligns with the City Council's strategic outcome of Connected and Engaged by ensuring City employees have reliable, secure, and mobile technology to support daily operations.

This strategy equips the City workforce with current and supported equipment, improves employee mobility, reduces disruption to City services, and strengthens the City's ability to communicate, respond to operational needs, and serve the community efficiently.

REPORT:

To maintain reliable end-user computing services and support City operations, the Information Technology Department continues to address aging hardware through a cyclical replacement program. City laptops, desktops, monitors, docking stations, and related accessories are used daily across departments to support public safety, administrative services, permitting, utilities, finance, customer service, field operations, and community-facing services.

The City maintains roughly 1,200 computers across the organization and follows a lifecycle replacement strategy to keep equipment current, secure, and supportable. For Fiscal Year 2027 (FY 2027), this purchase will support the planned replacement of approximately 200 laptops with docking stations and 300 monitors through the Information Technology lifecycle replacement program. This purchase also includes laptop replacements for Police Department mobile field operations, commonly referred to as Mobile Data Computers.

Replacing aging equipment helps reduce the risk of hardware failures, improves compatibility with current software and security tools, supports Windows and Microsoft 365 modernization efforts, and provides employees with dependable technology for both office and mobile work environments.

Each purchase includes configuration and warranty support. Viable refreshed computers may be repurposed

as kiosk, shared-use, or backup devices where appropriate. Remaining equipment will be donated, surplus, or otherwise disposed of in accordance with City policy.

This refresh continues the City’s multi-year lifecycle replacement plan and supports a secure, efficient, connected, and engaged City workforce.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 625,000.00	BUDGETED:	\$ 625,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 625,000.00	General Fund	

FISCAL IMPACT STATEMENT:

To continue this multi-year lifecycle replacement project, sufficient budget authority is programmed in the FY 2027 City Council approved budget and financial forecast.

ADDITIONAL INFORMATION:

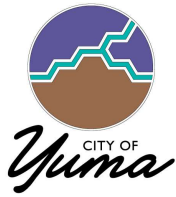
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-113

Agenda Date: 7/1/2026

Agenda #: 6.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: Cyclical Network Refresh Project

SUMMARY RECOMMENDATION:

Authorize the purchase of network devices, equipment, licensing, configuration, and warranty support utilizing vendors approved by Cooperative Purchase Agreements through the State of Arizona for an estimated total amount of \$340,000.00. (IT-CPA-27-004) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

The cyclical replacement strategy of networking equipment aligns with the City Council's strategic outcome of Connected and Engaged by ensuring citywide core services remain secure, reliable, and operational.

Networking equipment is critical to City communication, business systems, public safety operations, cloud services, cybersecurity tools, and daily service delivery. This refresh supports dependable connectivity between City employees, departments, facilities, and community-facing systems.

REPORT:

To maintain reliable network services and support City operations, the Information Technology Department continues to address aging network hardware through a cyclical replacement program. The City's network infrastructure supports communication between City employees, departments, locations, business applications, servers, storage, phones, wireless systems, firewalls, and public-facing services.

The City's network infrastructure includes core network equipment, switches, routers, telephony components, firewalls, licensing, and related software used to operate and secure the City's technology environment. As equipment ages, it becomes more difficult to support, maintain, secure, and integrate with current operational and cybersecurity requirements.

To ensure cost-effective purchasing and maintain flexibility within a rapidly shifting market, the City will utilize multiple authorized vendors through existing Arizona State cooperative purchasing agreements. Leveraging these cooperative contracts allows the City to obtain the most competitive pricing available at the time of purchase and avoid challenges caused by increasingly shorter quote-validity periods driven by current economic conditions. This approach also supports timely procurement while maintaining compliance with City and State purchasing requirements.

This purchase will continue the City's annual lifecycle replacement plan by replacing aging core network and

switching equipment. The refresh will improve reliability, increase performance, maintain manufacturer support, strengthen cybersecurity controls, and reduce the risk of unplanned outages.

Each purchase includes configuration and warranty support. Viable refreshed network devices may be repurposed as ready spares where appropriate. Remaining equipment will be donated, surplus, or otherwise disposed of in accordance with City policy.

This proactive approach supports a secure, reliable, and up-to-date network infrastructure and helps ensure the continued efficiency and effectiveness of City operations.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 340,000.00	BUDGETED:	\$ 340,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 340,000.00	General Fund	

FISCAL IMPACT STATEMENT:

To continue this multi-year replacement project, sufficient budget authority is programmed in the City Council approved FY 2027 Budget and financial forecast.

ADDITIONAL INFORMATION:

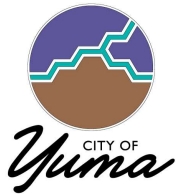
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-114

Agenda Date: 7/1/2026

Agenda #: 7.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: Cyclical Public Safety Radio Equipment Refresh

SUMMARY RECOMMENDATION:

Authorize the purchase of public safety radio equipment, accessories, programming, configuration, and warranty support as part of the City’s cyclical replacement plan utilizing a Cooperative Purchase Agreement with Motorola Solutions, Chicago, Illinois for an estimated amount of \$428,000.00. (IT-CPA-27-007) (Isaiah Kirk/Thomas Garrity/Robin R. Wilson)

STRATEGIC OUTCOME:

The lifecycle replacement strategy for public safety radio equipment aligns with the City Council’s strategic outcomes of Safe and Prosperous and Connected and Engaged by ensuring critical communication systems remain reliable, secure, and operational.

Radio equipment is essential to Police, Fire, Emergency Medical Services, dispatch coordination, and regional public safety response. Maintaining current and supported radio equipment strengthens the City’s ability to communicate during daily operations, emergencies, special events, and multi-agency incidents.

This strategy supports dependable communication between first responders, dispatch, City departments, and regional partners, helping the City respond effectively to community needs and maintain public safety service delivery.

REPORT:

Public safety radio equipment is essential for daily Police, Fire, and Emergency Medical Services operations. Radios provide field personnel with dependable communication during routine calls for service, emergency response, traffic incidents, fire incidents, medical calls, special events, and multi-agency response.

The City’s public safety operations rely on mobile and portable radio equipment to maintain communication between field personnel, dispatch, supervisors, and regional public safety partners. As radio equipment ages, replacement is necessary to maintain reliability, compatibility, manufacturer support, and operational readiness.

This purchase will support the Fiscal Year 2027 (FY 2027) replacement and acquisition of public safety radio equipment across Police, Fire, and Ambulance Services as part of the City’s ongoing lifecycle replacement plan. The purchase includes Police two-way radios and Fire mobile and portable radios. It may also include

related accessories, programming, configuration, and warranty support needed to place the equipment into service.

Maintaining current and supported radio equipment helps reduce the risk of communication failures, supports interoperability, improves field reliability, and helps ensure first responders have the tools needed to protect the community.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 428,000.00	BUDGETED:	\$ 428,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 428,000.00	Public Safety Tax Fund	

FISCAL IMPACT STATEMENT:

To continue this multi-year lifecycle replacement project, sufficient budget authority is programmed in the FY 2027 City Council approved budget and financial forecast.

ADDITIONAL INFORMATION:

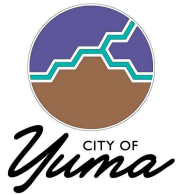
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-115

Agenda Date: 7/1/2026

Agenda #: 8.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing
Procurement		

TITLE:
Cooperative Purchase Agreement: Axon Software

SUMMARY RECOMMENDATION:
 Authorize the purchase of multiple software subscriptions of Axon Draft One, Axon Auto-Transcribe Unlimited Service, Axon Evidence ECOM Pro conversion, and Device Connectivity services from Axon Enterprise LLC., Scottsdale, Arizona, utilizing a Sourcwell cooperative purchase agreement for a 46-month agreement with a yearly expense of \$164,240.57 for a total expenditure of \$656,962.24. (Police-CPA-27-008) (Thomas Garrity/Robin Wilson)

STRATEGIC OUTCOME:
 The implementation of Axon’s advanced digital evidence management, transcription, and report-writing technologies aligns with the City Council’s strategic outcome of maintaining a Safe and Prosperous community. These tools improve operational efficiency, strengthen investigative capabilities, enhance the quality and consistency of police reports, and allow sworn personnel to dedicate more time to core public safety responsibilities. This technology initiative reflects Respected and Responsible stewardship of City resources by leveraging innovative solutions that increase productivity, reduce administrative workload, enhance transparency, and improve the management and accessibility of digital evidence across the organization.

REPORT:
 The Yuma Police Department currently utilizes the Axon ecosystem for body worn cameras, in-car cameras, taser operations, and digital evidence management. As the volume of digital evidence, investigative recordings, and report writing requirements continues to grow, the Department has evaluated software solutions that integrate with the existing Axon platform and enhance operational efficiency.

The proposed contract expands the Department’s Axon services by adding Axon Draft Report Writing, Axon Auto-Transcribe Unlimited Service, Axon Evidence ECOM Pro, and Device Connectivity licenses for police personnel. These tools reduce administrative workload, improve report writing efficiency, enhance evidence management capabilities, and provide automated transcription for audio and video evidence.

Axon Draft uses transcription technology to generate an initial narrative from body worn camera audio, while staff retain full responsibility for reviewing, editing, and approving all reports. Auto Transcribe provides automated transcription of evidentiary recordings, reducing manual transcription and improving investigative workflows. The Axon Evidence ECOM Pro upgrade increases functionality within the evidence management

system, and Device Connectivity licenses support ongoing integration with body worn camera equipment. To maintain consistency with the Department’s existing Axon agreement, the proposed services will begin on July 1, 2026, and will be structured to co-terminate with the current contract. This alignment simplifies contract administration, budgeting, renewals, and vendor management, while ensuring uninterrupted access to critical public safety technology.

Approval of this purchase will provide the Department with advanced reporting, transcription, and evidence management capabilities that improve operational efficiency, support investigative functions, and allow personnel to devote more time to community safety and enforcement activities.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 165,000.00	BUDGETED:	\$ 165,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 165,000.00	Public Safety Fund and General Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity for the first 12-months (\$164,240.57) is provided in the FY 2027 City Council approved budget with the remaining 34-months (\$492,721.70) to be programmed in future budgets, contingent upon City Council approval.

ADDITIONAL INFORMATION:

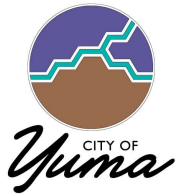
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-116

Agenda Date: 7/1/2026

Agenda #: 9.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input checked="" type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input type="checkbox"/> Resolution
	<input checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Procurement	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

TITLE:

Design Contract Increase: Capacity Increase, Avenue 4E, 32nd Street to 40th Street Widening and Sewer and Water Extensions

SUMMARY RECOMMENDATION:

Authorize a contract increase for additional design scope of work on the Capacity Increase, Avenue 4E, 32nd Street to 40th Street Widening and Sewer and Water Extensions project for a total expenditure of \$370,395.00 to Nicklaus Engineering, Inc., Yuma, Arizona. (Engineering-RFQ-2017-20000133) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This project supports the City Council’s Safe and Prosperous strategic outcome by improving intersection safety, traffic operations, and overall roadway performance along the Avenue 4E corridor. It also advances the Respected and Responsible strategic outcome by investing in long-term infrastructure improvements that extend the life of the City’s transportation system.

REPORT:

The initial design contract awarded to Nicklaus Engineering, Inc. for this project totaled \$215,258.00 and includes the design to widen Avenue 4E from 32nd Street to 40th Street. The scope incorporates a multi-use pathway, traffic signal upgrades, utility relocation, and dedicated left- and right-turn lanes at the 32nd Street and 40th Street intersections.

A proposed change order in the amount of \$155,137.00 will expand the project scope to include the addition of right-turn lanes on 32nd Street at the Avenue 4E intersection and the full build-out design for the 40th Street and Avenue 4E intersection. These improvements are necessary to address roadway capacity constraints and enhance intersection operations along the corridor.

Growth in the surrounding area including new manufacturing and light industrial development, as well as the planned extension of 40th Street continues to increase traffic volumes and truck activity. In addition, site restrictions related to the adjacent United States Bureau of Reclamation canal and Arizona Public Service infrastructure require extensive coordination. Completing the full build-out design now ensures this coordination occurs once and avoids the need for future redesign. The expanded scope will improve traffic flow, increase safety, and support anticipated development in the area.

Design work for the added scope is expected to begin in July 2026 and be completed by summer 2027.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$155,137.00	BUDGETED:	\$350,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 155,137.00	City Road Tax Bond	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2027 City Council approved budget to award this contract.

ADDITIONAL INFORMATION:

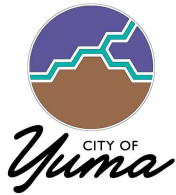
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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-117

Agenda Date: 7/1/2026

Agenda #: 10.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Sole Source: Human Resources Software Subscription Renewal

SUMMARY RECOMMENDATION:

Authorize the renewal of a Software Subscription from Governmentjobs.com, dba NEOGOV, El Segundo, CA for three years at an annual estimated expenditure of \$396,000.00. (IT-HR-SS-27-006) (Isaiah Kirk/Monica Welch/Robin R. Wilson)

STRATEGIC OUTCOME:

The NEOGOV software suite supports the City Council’s strategic outcome of Connected and Engaged by serving as the City’s core Human Resources (HR) platform. It enhances the City’s digital infrastructure, strengthens communication between employees and the organization, and promotes efficient, transparent management of HR processes. By improving access to HR services and streamlining internal workflows, NEOGOV fosters a more responsive, informed, and connected workforce.

REPORT:

To support the City’s Human Resources operations and provide a modern, integrated platform for employee lifecycle management, the City utilizes NEOGOV as its full-suite Human Resources Information System (HRIS). Accessible through a subscription service, NEOGOV automates and streamlines key HR functions such as recruitment, onboarding, performance management, time and attendance tracking, benefits administration, payroll, training, certification tracking, and applicant management.

NEOGOVS offers a secure, cloud-based platform tailored for the public sector, ensuring access to HR resources for employees and applicants. Its interface promotes digital self-service, improves communication between HR and staff, and supports employee engagement across all departments. The platform’s integrated training tools also help employees and managers navigate HR processes efficiently.

This system supports the City’s goals of improving operational efficiency, reducing manual data entry, and maintaining compliance with labor laws and public sector reporting requirements.

Key modules included in the subscription:

- **Recruitment** - Manages job postings, applicant tracking, interview scheduling, and candidate communication.
- **Onboarding** - Digitizes new hire paperwork and automates onboarding steps.

- **Training** - Tracks required certifications, delivers online training, and monitors compliance and ongoing development.
- **Time and Attendance** - Automates timekeeping, leave balances, and scheduling. Integrates with payroll and supports employee self-service.
- **Benefits Management** - Centralizes benefits enrollment and updates, simplifying administration and supporting compliance.
- **Payroll Services** - Supports payroll processing, complex compensation structures, and employee self-service access to pay information.

Renewal of the NEOGOV platform ensures uninterrupted use of these integrated services, supporting a compliant, efficient, and employee-focused HR operation.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 396,000.00	BUDGETED:	\$ 396,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 396,000.00	General Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget authority to continue this multi-year renewal is programmed in the City Council approved FY 2027 Budget and financial forecast.

ADDITIONAL INFORMATION:

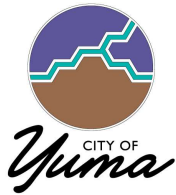
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk’s Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-118

Agenda Date: 7/1/2026

Agenda #: 11.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Procurement	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Sole Source: Tyler/New World Enterprise Resource Planning Software Subscription Renewal

SUMMARY RECOMMENDATION:

Authorize the renewal of Tyler/New World Enterprise Resource Planning (ERP) software subscription, licensing, maintenance, and support services from Tyler Technologies, Inc., Dallas, Texas for an estimated annual expenditure of \$300,000.00. (IT-Finance-SS-27-005) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

The Tyler/New World ERP software renewal supports the City Council’s strategic outcome of Connected and Engaged by maintaining a core enterprise system used across City departments.

This system supports financial operations, human resources, payroll, procurement, utility-related financial activity, reporting, and other business processes needed to manage City services efficiently and transparently.

REPORT:

The City utilizes Tyler/New World ERP as a core enterprise resource planning system to support daily business operations across multiple departments and funds. The system supports key administrative and financial functions, including accounting, budgeting, payroll-related activity, purchasing, reporting, and other operational processes.

Renewal of the Tyler/New World ERP subscription, licensing, maintenance, and support services ensures continued access to the software platform, system updates, vendor support, and related services necessary to maintain reliable business operations.

The system is used by departments across the City, including Finance, Human Resources, General Government, Utilities, and Public Works. Continued support of the ERP environment helps maintain operational continuity, reduce manual processes, preserve system reliability, and support accurate financial and administrative reporting.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 300,000.00	BUDGETED:	\$ 300,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 300,000.00	General Fund and various other operating City Fu	

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the City Council FY 2027 approved budget and financial forecast to continue renewal of this ERP.

ADDITIONAL INFORMATION:

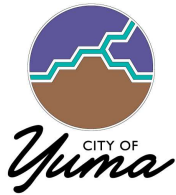
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026



City of Yuma

City Council Report

File #: MC 2026-119

Agenda Date: 7/1/2026

Agenda #: 12.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Utilities	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Administration	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Outside Agency Agreement: Western Area Council of Governments

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an agreement with the Western Arizona Council of Governments (WACOG) to provide annual funding assistance to qualified City of Yuma utility customers. (Utilities/Administration) (Jeremy McCall)

STRATEGIC OUTCOME:

This agreement furthers the City Council's strategic outcome of Respected and Responsible by providing utility funding assistance to qualifying customers.

REPORT:

The City has a low-income assistance program similar to those offered by other utilities whereby a customer may receive a payment toward the customer's deposit requirement for new services or delinquent utility bill. Under the proposed agreement, the City will contract with WACOG to assist low-income households in paying utility bills or the required deposit during a financial hardship to establish water service. The program is also intended to prevent a customer from being disconnected from water services for non-payment during financial hardship and provide education so financial assistance is not needed in the future. WACOG is a governmental non-profit serving income challenged households and vulnerable populations in Yuma, La Paz and Mohave Counties. The City has been contracting with WACOG since 2016 for this service.

Under this Outside Agency Agreement (Agreement), WACOG will continue to coordinate with the City regarding eligibility criteria for persons seeking assistance. WACOG will conduct an application review process to verify income eligibility and hardship qualifications and submit approved vouchers and subsequent payments to the City. If WACOG determines a person is eligible for assistance, WACOG will issue a qualifying payment voucher for an amount not to exceed \$250.00. Customers who do not meet the eligibility criteria must pay the required deposit amount in order for their services to remain active or in the event of a delinquent payment, the customer must pay the delinquent amount due to avoid service disconnection. A customer's water account will remain connected pending the referral outcome.

Under the Agreement, WACOG may only provide a customer with payment assistance once per 12-month

period. WACOG must also provide educational information regarding conservation and leak detection, information regarding budget management and other agency referrals that could provide additional assistance or job placement services.

The City has allocated \$100,000 for FY2027 funding to WACOG for this program. These funds have been generated from the Delinquency Fee (Water Fund) which was approved by City Council and became effective against delinquent bills as of February 1, 2015. WACOG must apply at least 80% of the funds toward issuing vouchers to qualified customers and may apply up to 20% of the funds for program delivery services and administration. WACOG will provide the City with scheduled monthly and semi-annual reports, and process payments for the vouchers once per month. When the \$100,000 has been fully distributed to eligible customers, the utility assistance program will terminate for the current fiscal year. The Agreement has an initial term of one year but may be renewed for up to two additional one-year terms.

Outside agencies that are funded by the City are required to sign an agreement with the City. The proposed agreement provides for performance standards, accountability in the work performed, reporting on how the funds are spent, and other conditions including insurance requirements and indemnification.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 100,000.00	BUDGETED:	\$ 100,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 100,000.00	Water Fund	

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

OUTSIDE AGENCY AGREEMENT
WESTERN ARIZONA COUNCIL OF GOVERNMENTS

THIS Outside Agency Agreement ("Agreement") is entered into by and between the City of Yuma ("City"), an Arizona municipal corporation, and the Western Arizona Council of Governments ("WACOG"), an Arizona non-profit organization as of the ____ day of _____, 2026 (the "Effective Date"). The City and WACOG may be referred to individually in this Agreement as a "Party" or collectively as the "Parties".

WHEREAS, WACOG is a governmental non-profit that assists income challenged households and vulnerable populations; and,

WHEREAS, WACOG has agreed to provide services for the development and administration of a utilities payment program to assist low-income City residents in paying City utilities.

NOW, THEREFORE in consideration of the above recitals and the following mutual covenants and stipulations, the Parties agree as follows:

I. WACOG RESPONSIBILITIES

WACOG shall:

- A. Work jointly with the staff of the City's Utilities and Finance departments to administer a program that provides financial assistance to qualifying utility customers of the City (the "Program") in the event that such customers are unable to pay their current utility charges under certain circumstances.
- B. Use a comprehensive application and income verification process to determine the financial hardship and need of the City's utility customers.
- C. Conduct screening interviews with the City's utility customers referred to WACOG by the City's Finance department to determine if such customers meet the Program's eligibility requirements. WACOG employees may also refer customers to the Yuma CARES program. (Appendix A - Eligibility Requirements and Qualifications).
- D. Issue a voucher, in a form approved in writing by the City's Finance department staff, to eligible City utility customers for unpaid City utility charges, not to exceed \$250.00 per voucher. Such vouchers shall be emailed to the City Finance department's designated inbox and shall only be valid for use as payment of the customer's unpaid City utility charges and/or required deposit. WACOG shall not issue more than one (1) such voucher to the same City utility customer per twelve (12) month period.
- E. Within fifteen (15) calendar days after the end of each month this Agreement is in effect, provide the City with a report listing the following information for the preceding month:
 - 1. Number of persons applying for Program assistance;

2. Number of applicants approved for Program assistance;
 3. Total dollar amount of vouchers distributed in the Program;
 4. Record of revenues and disbursements of monies received from the City;
 5. General summary of hardships encountered that required customers to seek assistance from the Program; and
 6. Any additional statistical information requested by the City that the City considers beneficial to aid in future Program refinements or improvements.
- F. Within fifteen (15) calendar days after the end of each month this Agreement is in effect, pay the City an amount equal to the aggregate value of the vouchers distributed in the Program for the preceding month.
- G. In conjunction with City staff, provide Program applicants with educational materials and information regarding water conservation and measures that applicants can implement to reduce water usage.
- H. Maintain accurate records of all monies received from the City and the disbursement of all such monies. WACOG shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants ("AICPA"), and with the AICPA Audit Guide for Non-Profit Corporations and shall separately account for all funds provided by the City pursuant to this Agreement.
- I. On or before July 1st of each year this Agreement is in effect, provide the City with names and addresses of the current officers or directors, and a copy of the current WACOG bylaws, and articles of incorporation and any amendments thereto. In the event of any change of officer and/or director, bylaws, or articles of incorporation, WACOG shall provide the City written notice of such change and, if applicable, a copy of any changed bylaws or articles of incorporation within thirty (30) days thereafter.
- J. Within fifteen (15) days after the end of each quarter (the end of each quarter being March 31, June 30, September 30, and December 31) of each year this Agreement is in effect, provide the City with a report and records of revenue and disbursements of monies received from the City for the most recent quarter. Such report shall contain analytical memoranda which:
1. Lists travel activities;
 2. Lists capital expenditures;
 3. Describes results of activities and expected achievements; and
 4. Describes program effectiveness.

WACOG shall submit biannual program status reports documenting activities from July 1st to December 31st ("First Report") and January 1st to June 30th ("Second Report"). The First Report shall be submitted to the City on or before January 15th each year this Agreement is in effect. The Second Report shall be submitted to the City on or before July 15th each year this Agreement is in effect.

- K. The City Finance Director may also require WACOG to provide a brief monthly statement or status report in a form set forth by the City.

II. CITY RESPONSIBILITIES

The City shall:

- A. In order to assess the impact of the efforts of WACOG, evaluate WACOG's performance relative to the performance criteria set forth in this Agreement. Any additional information desired by the City which is relevant and necessary to the City's evaluation shall be made available by WACOG.
- B. Unless terminated as provided in Article V, provide funds as directed by the City Council to WACOG for each fiscal year this Agreement is in effect in the amount approved by City Council as part of the annual budget process.

III. METHOD OF PAYMENT

The City shall pay WACOG the amount set forth in Section IV of this Agreement on or before July 30th of each year this Agreement is in effect so long as such funds are appropriated and available in the City's budget for such fiscal year.

IV. FINANCIAL SUPPORT AND TERM OF AGREEMENT

- A. The term of this Agreement shall commence on July 1, 2026 ("Commencement Date") and shall remain in full force and effect for one (1) year from the Commencement Date (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive one-year terms (each, a "Renewal Term") unless terminated as otherwise provided in this Agreement.
- B. The City agrees to pay to WACOG the amount of \$100,000 for services to be provided by WACOG pursuant to this Agreement each fiscal year this Agreement is in effect, so long as such funds are appropriated and available in the City's budget for such fiscal year as set forth in this Agreement.
- C. WACOG shall allocate and distribute at least eighty percent (80%) of the funds received from the City pursuant to this Agreement to qualified applicants in the form of vouchers. WACOG shall neither allocate nor retain more than twenty percent (20%) of the funds received from the City pursuant to this Agreement for program delivery and administrative purposes.

- D. Funding amounts and renewal of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the City. .
- E. Renewal of this Agreement beyond the Initial Term will be contingent upon WACOG's performance. If WACOG's performance does not, in all material respects, meet the minimum requirements as described in Section I of this Agreement, this Agreement may not be renewed.
- F. Nothing in this Agreement shall preclude the City from contracting separately with WACOG for services in addition to those to be provided under this Agreement.
- G. In no event shall WACOG use any monies received from the City under this Agreement to increase the compensation of any WACOG employee or officer. "Compensation" shall include salary, commissions, bonuses or other monies, but does not include reimbursements for expenses, such as travel, materials or supplies if such expenses are incurred in the course of furthering the objectives of this Agreement.

V. TERMINATION

This Agreement may be terminated by the City at any time if any of the following occur:

- A. At the City's sole discretion, without cause, in which case the City shall provide thirty (30) days written notice;
- B. WACOG breaches this Agreement or defaults on any of its obligations set forth in this Agreement. Prior to such termination for breach, the City shall provide WACOG thirty (30) days written notice of the specific grounds for termination and provide a reasonable time for remedial action by WACOG. In no event shall such time to remedy exceed ninety (90) days; or
- C. By mutual written consent of both Parties.
- D. In the event that this Agreement is terminated prior to end of the then current Term, any funds unused by WACOG as of the termination date shall be returned to the City. Such funds shall be returned in the form a check issued to City of Yuma within thirty (30) days after the termination date.

VI. INDEMNIFICATION

To the fullest extent permitted by law, WACOG shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and

employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of WACOG's intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions of WACOG's employees, agents, advertisers, contractors, subcontractors, or any other person for which WACOG may be legally liable, in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity requirements set forth in this Agreement will in no way be construed as limiting the insurance required in this Agreement.

VII. INSURANCE

A. General.

1. *Insurer Qualifications.* Without limiting any obligations or liabilities of WACOG, WACOG shall purchase and maintain, at its own expense, minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. *No Representation of Coverage Adequacy.* The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve WACOG from, nor be construed or deemed a waiver of, WACOG's obligation to maintain the required insurance at all times during the performance of this Agreement.
3. *Additional Insured.* All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
4. *Waiver.* All policies, except for Professional Liability, shall contain an endorsed waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of WACOG. WACOG shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

5. *Coverage Term.* All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
6. *Primary Insurance.* WACOG's insurance shall be endorsed as primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
7. *Claims Made.* In the event any insurance policies required by this Agreement are written on a "claims made" basis. Coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions required in this Section for the three-year period.
8. *Policy Deductibles and/or Self-Insured Retentions.* The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. WACOG shall be solely responsible for any such deductible or self-insured retention amount.
9. *Use of Subcontractors.* If any work under this Agreement is subcontracted in any way, WACOG shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section VI and insurance requirements set forth in this Section VII protecting the City and WACOG. WACOG shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
10. *Evidence of Insurance.* Prior to receiving any funds, or commencing any work or services under this Agreement, WACOG will provide the City with suitable evidence of insurance in the form of certificates of insurance, endorsements, and a copy of the declaration page(s) of the insurance policies required by this Agreement. The City may reasonably rely upon the certificates of insurance, endorsements, and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, WACOG shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title or this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds for commercial general liability under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- b. WACOG's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by WACOG under this Agreement.

B. Required Insurance Coverage.

1. *Commercial General Liability.* WACOG shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
2. *Professional Liability.* If this Agreement is the subject of any professional services or work, or if WACOG engages in any professional services or work adjunct or residual to performing the work under this Agreement, WACOG shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the WACOG, or anyone employed by the WACOG, or anyone for whose negligent acts, mistakes, errors and omissions the WACOG is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

C. Cancellation and Expiration Notice. Insurance required in this Agreement shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

D. Workers Compensation: WACOG understands and agrees that WACOG's employees, agents, contractors, volunteers, and directors, are not serving as an employee of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. WACOG acknowledges that any injury its employees sustain in the performance of this Agreement will be not be eligible for industrial benefits under the City's coverage and any necessary treatment will be WACOG, or WACOG's insurer's, sole responsibility.

VIII. GENERAL CONDITIONS

- A. Non-Discrimination Laws. WACOG shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, as amended, State Executive Order 2009-09, the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability, and with the Americans with Disability Act of 1990. In addition, WACOG shall include similar requirements of subcontractors in any contracts entered into for performance of WACOG's obligations under this Agreement.
- B. Financial Review. WACOG shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during normal business hours of the City. If the City desires a financial audit by a certified public accountant of WACOG's financial records to verify use of City funds according to the terms and conditions of this Agreement, WACOG shall cooperate fully in the performance of such audit. WACOG shall be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports that are received by the City.
- C. Compliance with Laws. WACOG shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, WACOG shall include similar requirements of subcontractors in any contracts entered into for performance of WACOG obligations under this Agreement.
- D. Successors and Assigns. This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing/Venue. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained

in Superior Court in Yuma County, Arizona.

- G. Non-Waiver. The failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
- H. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- I. Entire Agreement and Amendments. This instrument contains the entire Agreement between the Parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by both Parties.
- J. Relationship of Parties. The Parties understand and expressly agree that WACOG is an independent contractor and is not an employee of the City. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.
- K. Rights/Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of WACOG of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- M. Dispute Resolution. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach may be subject to and decided by mediation if both Parties consent. Request for mediation shall be filed in writing with the other Party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. WACOG shall take all steps necessary to ensure

WACOG compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the City harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.

- P. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, WACOG and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). WACOG's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

The City retains the legal right to inspect the immigration documents of any WACOG contractor or subcontractor employee who works on this Agreement to ensure that WACOG or subcontractor is complying with this warranty.

- Q. Political Activities. Employees, directors, board members, officers, and volunteers of WACOG are prohibited from engaging in any political activity with respect to candidates for City of Yuma elected positions beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. If an employee, director, board member, officer, or volunteer should engage in such activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with WACOG in any way while engaging in such activity.

- R. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, WACOG certifies that WACOG is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

- S. Notices. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively "Notices") required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal Service receipt; or five (5) calendar days after mailing, whichever comes first, in the case of notices that are mailed.:

To City: City of Yuma
Attn: City Administrator
One City Plaza
Yuma, Arizona 85364

To WACOG: WACOG
Attn: Executive Director
1235 S. Redondo Center Dr.
Yuma, AZ 85365

T. Non-Appropriation: Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. Notwithstanding any other provision of this Agreement, if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

City of Yuma, an Arizona
municipal corporation

Western Arizona Council of Governments,
an Arizona non-profit Corporation

John D. Simonton
Acting City Administrator

Veronica Shorr
Executive Director

Date

ATTEST:

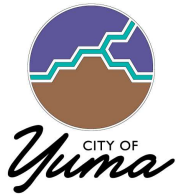
Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Appendix A - Eligibility Requirements and Qualifications

1. Household must be 200% or less of the Federal Poverty Level *or* experienced a *major* hardship. [For example: Unexpected loss of income, unexpected major expense (car repairs, home repairs, had to purchase new a/c, funeral, medical expenses, etc.) and/or high water usage due to a leak]
2. Applicant must reside at the service address.
3. Applicant may not have more than one COY residential utility account.
4. Account must be classified as residential to receive assistance. (single family or double family)
5. Applicant cannot have received or applied for Yuma CARES assistance within the past 12 months.
6. Assistance amount will be determined by the services (water and sewer or water only) on the account.
7. Applicant cannot receive assistance from other programs for the same time period for which they are seeking Yuma CARES assistance. (i.e. no double dipping)
8. Applicant cannot owe the City of Yuma more than they are requesting in assistance. This includes current, past due and/or collection accounts. Any balances exceeding the requested assistance amount, must be paid down in order to receive a referral for assistance *or* prior to an approval voucher being applied. (i.e. The customer owes \$150 and is requesting assistance for \$100. They must pay the \$50 difference before the City will provide a referral or apply an approved voucher.)
9. Applicant can request assistance for balances that are current, past due and/or are required for deposit. Assistance cannot be requested or applied towards balances that have been sent to collections.
10. Applicant and/or account must not have any unauthorized and/or fraudulent activities, within the past 12 months. Examples of these activities include tampering with the meter and payment reversals due to “fraud”.
11. Applicant cannot receive Yuma CARES assistance and LIHWAP (AZ DES - Low Income Household Water Assistance Program) assistance for the same invoices.



City of Yuma

City Council Report

File #: R2026-029

Agenda Date: 7/1/2026

Agenda #: 1.

<p>DEPARTMENT: City Administration</p> <p>DIVISION: City Clerk's Office</p>	<p>STRATEGIC OUTCOMES</p> <p><input type="checkbox"/> Safe & Prosperous</p> <p><input type="checkbox"/> Active & Appealing</p> <p><input checked="" type="checkbox"/> Respected & Responsible</p> <p><input checked="" type="checkbox"/> Connected & Engaged</p> <p><input type="checkbox"/> Unique & Creative</p>	<p>ACTION</p> <p><input type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance - Introduction</p> <p><input type="checkbox"/> Ordinance - Adoption</p> <p><input type="checkbox"/> Public Hearing</p>
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TITLE:

Election Consolidation, Voting Center Locations, and the Election Board

SUMMARY RECOMMENDATION:

Adopt the voting center locations and consolidation of the precincts, and appoint an election board for the 2026 City of Yuma Primary and General Elections to be held July 21, 2026 and November 3, 2026, respectively. (City Administration/City Clerk) (Janet Pierson)

STRATEGIC OUTCOME:

Adoption of this agenda item aligns with City Council's Respected and Responsible and Connected and Engaged strategic outcomes by providing notification to the public of voting center locations and transparency of City election processes.

REPORT:

The City of Yuma has an intergovernmental agreement (IGA) with Yuma County Election Services (Election Services) and the Yuma County Recorder for the purpose of conducting the City's elections. On October 17, 2011, the Yuma County Board of Supervisors adopted a resolution to authorize the use of voting centers throughout the County. The City has used the voting center process since its November 2012 election, as approved through Resolution R2012-41. This process allows greater flexibility and convenience to the City's citizens because it allows them to vote at any of the voting centers, rather than restricting them to only one location or precinct.

The attached Resolution proposes that the 2026 City Primary and General Elections be consolidated to the following nine voting centers:

	Voting Center / Facility	Location
1	Martin Luther King Jr. Neighborhood Center	300 S. 13 th Avenue - Yuma
2	Yuma Main Library	2951 S. 21 st Drive - Yuma
3	Yuma Civic Center - MEGA CENTER	1440 W. Desert Hills Drive - Yuma
4	Arizona Western College - Schoening Conference Center - MEGA CENTER	2020 S. Avenue 8E - Yuma
5	Foothills Library	13226 E. South Frontage Road, Yuma
6	AWC - Wellton Manufacturing Learning Center	28851 County 12 th Street - Wellton

7	Somerton Community Center	805 W. Main Street - Somerton
8	San Luis Medical Mall	151 S. Oak Avenue - San Luis
9	San Luis Library	1075 N. 6 th Avenue - San Luis

In an effort to better accommodate voters, the former Board of Supervisors Auditorium at 198 S. Main Street, will be available for early voting during the following periods:

Primary Election: Wednesday, June 24, 2026 - Friday, July 17, 2026

General Election: October 7, 2026 - Friday October 30, 2026

The early voting site will be open Monday - Friday from 8:00 a.m. to 5:00 p.m. and until 7:00 p.m. on Friday, July 17, 2026, and October 30, 2026.

Voters will also have the option of dropping their Early Ballots at one of the convenient drop-box locations:

- Yuma County Recorder’s Office: 298 S. Main Street (Yuma)
- Yuma County Main Library: 2951 S. 21st Drive (Yuma)
- Foothills Library: 13226 E. South Frontage Road (Yuma)
- Wellton Library: 28790 San Jose Avenue (Wellton)
- Somerton Library: 240 W. Canal Street (Somerton)
- San Luis Library: 1075 N. 6th Avenue (San Luis)
- San Luis Medical Mall: 151 Oak Avenue (San Luis)

Pursuant to the City of Yuma Charter, Article IX, Section 1(a), and Arizona Revised Statutes § 9-825, the City Council is required to appoint an election board (Election Board) for each voting center. The proposed resolution lists persons recommended by County Election Services, through the IGA, to be appointed to and serve on the Election Board for each respective voting center. All of the appointees named within the resolution are qualified to serve on the Election Board under state election laws.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00		

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

1. IGA with Yuma County Election Services and Yuma County Recorder

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

RESOLUTION NO. R2026-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPOINTING ELECTION BOARDS (POLL WORKERS) TO SERVE AT THE CITY PRIMARY AND GENERAL (INCLUDING THE SPECIAL) ELECTIONS TO BE HELD ON JULY 21, 2026 AND NOVEMBER 3, 2026, RESPECTIVELY, AND FURTHER APPROVE VOTING CENTERS AS ADOPTED BY THE YUMA COUNTY BOARD OF SUPERVISORS, PURSUANT TO STATE STATUTE, AND THE CURRENT INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY ELECTION SERVICES AND THE YUMA COUNTY RECORDER

WHEREAS, Arizona Revised Statutes § 9-825 requires the City Council to appoint an election board (“Election Board”), commonly referred to as poll workers, for each voting center to be used in an election; and,

WHEREAS, it is necessary to appoint individuals to serve on the Election Board for the City’s Primary and General (including the Special) Elections; and,

WHEREAS, Article IX, Section 1(a) of the Yuma City Charter allows the City Council, by ordinance or resolution, to create boards required by law. The City Council generally makes these administrative appointments by resolution; and,

WHEREAS, the City of Yuma Primary and General (including the Special) Elections will be held July 21, 2026, and November 3, 2026, respectively; and,

WHEREAS, the City is committed to improving the voter experience during an election; to reduce the number of provisional ballots; to increase voter participation through convenience and accessibility; and to conduct elections more efficiently with less cost; and,

WHEREAS, the City has an intergovernmental agreement with Yuma County Election Services and the Yuma County Recorder for the purpose of conducting the City’s elections; and,

WHEREAS, under Arizona Revised Statutes § 16-411(B)(4), Yuma County has the authority to implement the use of voting centers in place of, or in addition to, designated precinct polling places.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Yuma, as follows:

SECTION 1. The named election officers in Exhibit A, attached and incorporated by this reference, are hereby appointed to serve as the Election Board for each of the voting centers at the City of Yuma 2026 Primary and General (including the Special) Elections.

SECTION 2. Appointed individuals may be substituted, added to, or deleted from the list of Election Board officers to conduct the 2026 Primary and General (including the Special) Elections, as necessary.

SECTION 3. Pursuant to Arizona Revised Statutes § 16-411(B)(4) and the intergovernmental agreement with Yuma County Election Services and the Yuma County Recorder, the City of Yuma City Council hereby authorizes the use of voting centers in the 2026 Primary and General (including the Special) Elections.

Adopted this ____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Martin Luther King, Jr. Neighborhood Center		
Position	Name	Party
Inspector	LaVette Malone	DEM
Marshal	Ofel Diaz	REP
Marshal	Ann-Jeanette Mosqueda	REP
Poll Pad Judge	Cirony Brown	REP
Poll Pad Judge	Patrick Riley	DEM
Poll Pad Judge	Janet Ferguson	REP
Poll Pad Judge	Carol Riley	DEM
Printer Judge	Juan Manuel Bermudez	DEM
ExpressVote Clerk	Susan Roman	PND
ExpressVote Clerk	Adelina Villalobos	STUDENT
Tabulator Clerk	Marcel Enrique Ulvert	REP
Provisional Clerk	Staci Dildine	REP
Provisional Clerk	Linda Rothrock Jurus	DEM
ID Verified Clerk	Paul Arevalos	PND
Floater Clerk	Jennifer Thorpe	REP

Yuma County Main Library		
Position	Name	Party
Inspector	Robert Brown	LBT
Marshal	Rene Lynn Painter	REP
Marshal	Steve Miller	DEM
Poll Pad Judge	Bradley Broschat	REP
Poll Pad Judge	Mary Alicia Lopez	DEM
Poll Pad Judge	Carie Beale	REP
Poll Pad Judge	Nicole Johnson	REP
Printer Judge	Nicolas Hanhan	REP
ExpressVote Clerk	Alexis Miranda	PND
ExpressVote Clerk	Jacqueline Perez	STUDENT
Tabulator Clerk	Judy Celeste Ortiz Esparza	PND
Provisional Clerk	Daniela Perez Jimenez	PND
Provisional Clerk	Gissel Perez Jimenez	STUDENT
ID Verified Clerk	Susan James	DEM
ID Verified Clerk	Patricia Ann Neahr	DEM
Floater Clerk	Oswaldo Rodriguez	PND

Yuma Civic Center		
Position	Name	Party
Inspector	Donald Jacobs	REP
Marshal	Michael Rivera	DEM
Marshal	Francisco Bernal	DEM
Poll Pad Judge	John Abarca	REP
Poll Pad Judge	Annette Hernandez	DEM
Poll Pad Judge	Rebecca Wilbur	REP
Poll Pad Judge	Sharon Marie Alford-Jones	DEM
Poll Pad Judge	Diana Marie Crites	REP
Poll Pad Judge	Steven James Fluckiger	DEM
Poll Pad Judge	James D. Green	REP
Poll Pad Judge	Salome Valencia Franco	DEM
Poll Pad Judge	He Xiaodun	REP
Poll Pad Judge	Erin Amezcua-Ortiz	DEM
Poll Pad Judge	John (Bob) R. Halford	REP
Poll Pad Judge	Becky J. Banghart	DEM
Printer Judge	Hector H. Anaya	REP
Printer Judge	Lou Ellen Vakanas	DEM
Printer Judge	Lynnette D. Alford	DEM
ExpressVote Clerk	Joana Amador	NOL
ExpressVote Clerk	E'laija Simone Scott	DEM
ExpressVote Clerk	Donnet Villegas	PND
Tabulator Clerk	Rocio Amador	PND
Tabulator Clerk	Tad Louis Zavodsky	PND
Provisional Clerk	Mindy Monreal	PND
Provisional Clerk	Karla Orozco	DEM
ID Verified Clerk	Haydee Campos	PND
Floater Clerk	Nathan Coleman	PND

Arizona Western College Yuma Campus Schoening Center		
Position	Name	Party
Inspector	Travis Mitchell	DEM
Marshal	Steven Thu	REP
Marshal	Jill McClellan	REP
Poll Pad Judge	Marie Campbell	DEM
Poll Pad Judge	Steven Birmingham	REP
Poll Pad Judge	Larry Graef	DEM
Poll Pad Judge	Douglas Wilke	REP
Poll Pad Judge	Juan Manuel Ramirez	DEM
Poll Pad Judge	Cynthia Ann Wenberg	REP
Poll Pad Judge	Griselda Gloria Salazar	DEM
Poll Pad Judge	Linda Marie Morse	REP
Printer Judge	Robert Klein	DEM
Printer Judge	Pamela Dawn King	REP
ExpressVote Clerk	Robert (Bob) Valleni	PND
ExpressVote Clerk	Gary Allen Thompson	PND
ExpressVote Clerk	Victor Payne Kirkland	REP
Tabulator Clerk	Sally Dunn Collins	PND
Tabulator Clerk	David John Lewis	REP
Provisional Clerk	Daniel Rafael Sainz	PND
Provisional Clerk	Lisa Merrill-Russell	DEM
ID Verified Clerk	Ann E. Wilkinson	PND
Floater Clerk	Jose Dimas Sr. Patino	PND

Foothills Branch Library		
Position	Name	Party
Inspector	Tanya D. Brown	DEM
Marshal	David M. Baltierra	REP
Marshal	Catherine Putman	REP
Poll Pad Judge	Susan Lauer	DEM
Poll Pad Judge	Debra Lynn Powell	REP
Poll Pad Judge	Joshua J. Anderson	DEM
Poll Pad Judge	Anita Marie Chavez	REP
Printer Judge	Jodi Herbert	DEM
ExpressVote Clerk	Spring Elizabeth Watson	PND
ExpressVote Clerk	Linda Kelli Bowden	REP
Tabulator Clerk	Andrea McKenzie	DEM
Provisional Clerk	Arthur Abeyta	LBT
Provisional Clerk	Francisca Aguayo	REP
ID Verified Clerk	Christina Marie Rodriguez	DEM
Floater Clerk	Jose Aguayo	REP

Wellton Manufacturing Training Facility		
Position	Name	Party
Inspector	Valerie Jo Jimenez	REP
Marshal	Marie "Terry" Rodriguez	DEM
Poll Pad Judge	Roxanne Mendoza	REP
Poll Pad Judge	Juan Bravo	DEM
Poll Pad Judge	Tracy Ortega	REP
Poll Pad Judge	Sherry Fajardo	DEM
Printer Judge	Melanie Millner	REP
ExpressVote Clerk	Hazmin Perez	DEM
ExpressVote Clerk	Sophia Castro	DEM
Tabulator Clerk	Karissa Clayton	PND
Provisional Clerk	Ernestina Moore	DEM
Provisional Clerk	Taylor Quinonez	REP
ID Verified Clerk	Jodi Merrill-Russell	DEM
Floater Clerk	Christopher Rivera	GRN

Somerton Community Center		
Position	Name	Party
Inspector	Yolanda Contreras	DEM
Marshal	Juan De Leon	REP
Marshal	Carlos Torres	REP
Poll Pad Judge	Francis Mendiola	DEM
Poll Pad Judge	Maria Mendez	REP
Poll Pad Judge	Kevin Johnson	DEM
Poll Pad Judge	Michelle Matlock	REP
Printer Judge	Sarai Johnson	DEM
ExpressVote Clerk	Jose Valtierra	PND
ExpressVote Clerk	Jennifer Uribe Medina	PND
Tabulator Clerk	Clifford H. Oneill	PND
Provisional Clerk	Leticia Perez	PND
Provisional Clerk	Raymond	STUDENT
ID Verified Clerk	Ernesto Jr. Jaramillo	PND
Floater Clerk	Abhishek Indoria	PND

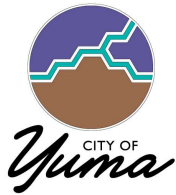
San Luis Medical Mall		
Position	Name	Party
Inspector	Brian Jones	DEM
Marshal	Shane Evan Hudson	REP
Marshal	George G. Hau	REP
Poll Pad Judge	Renee Coney-Gonzalez	DEM
Poll Pad Judge	Katherine Ballon	REP
Poll Pad Judge	Andrea Ramirez	DEM
Poll Pad Judge	AnaMarie Lopez Escalera	REP
Printer Judge	Ryan Luna	DEM
ExpressVote Clerk	Gabriela A. Bardales Ochoa	REP
ExpressVote Clerk	Brittany A. Magana	PND
Tabulator Clerk	Maria "Daisy" Guzman	PND
Provisional Clerk	Bernadette Lopez-Garrett	DEM
Provisional Clerk	Marina K. Espino Camacho	PND
ID Verified Clerk	Jacqueline Luna	DEM
Floater Clerk	Vicky Guzman	PND

San Luis Library		
Position	Name	Party
Inspector	David Yglesias	REP
Marshal	Holly Sakariason	DEM
Marshal	Daniel Ortiz	DEM
Poll Pad Judge	Jolinda Cannon	REP
Poll Pad Judge	Sandra Saucedo	DEM
Poll Pad Judge	Thomas Becker	REP
Poll Pad Judge	Debra Pallack	DEM
Printer Judge	Antonio Pignotti	DEM
ExpressVote Clerk	Joseph Gonzalez	IND
ExpressVote Clerk	Jasmine Escalera	PND
Tabulator Clerk	Adan Jr. Martinez	PND
Provisional Clerk	Otilia Escalera	PND
Provisional Clerk	Tadeo Martinez	IND
ID Verified Clerk	Corey Peoples	DEM
Floater Clerk	Wesley Lore	LBT

Early Board		
Position	Name	Party
Supervisor	Jamal Greene	REP
Inspector	Larry Graef	DEM
Judge	Susan Swenson	REP
Judge	Juan Bravo	DEM
Inspector	Irma Merino	REP
Judge	Lisa Russell	DEM
Judge	Jolinda Cannon	REP
Inspector	Valerie Jo Jimenez	REP
Judge	Jodi Merrill-Russell	DEM
Judge	Bradley Broschat	REP
Duplication Board		
Position	Name	Party
Judge	Marie Rodriguez	DEM
Judge	Paul Arevalos	PND
Judge	Rocio Amador	PND
Judge	Joana Amador	NOL

Receiving Board	
Name	Party
Cynthia Joslin	DEM
Tymmi Woods	DEM
Susan Swenson	REP
Rina Wojcik	DEM
Christopher Loya	IND
Juana Moreno Bazurto	DEM

Certification Board	
Name	Party
Thelma Lundy	DEM
John Manning	LBT
Bill Regenhardt	REP



City of Yuma

City Council Report

File #: R2026-030

Agenda Date: 7/1/2026

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Municipal Court	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Administration	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Ratification: Intergovernmental Agreement for Weekend and Holiday Municipal Court Coverage

SUMMARY RECOMMENDATION:

Ratify the signing of an Intergovernmental Agreement (IGA) with Yuma County to provide a Justice Court Initial Appearance Master to preside over initial appearances for the Yuma Municipal Court on weekends and City of Yuma recognized holidays. (Municipal Court) (Del Miller)

STRATEGIC OUTCOME:

In accordance with City Council’s strategic outcome of Respected and Responsible, this IGA will ensure all City defendants are seen by a judge within 24 hours of arrest, as required by law, at a cost to the City that is much lower than that of funding weekend and/or holiday overtime pay for Municipal Court staff.

REPORT:

The City of Yuma desires to continue to utilize a Yuma County Justice Court Initial Appearance Master, through an IGA with Yuma County, to preside over all City of Yuma Municipal Court (YMC) initial appearances occurring on Saturdays, Sundays, and all City recognized holidays, pursuant to Arizona Rules of Criminal Procedure, Rules 4.2 and 7.2.

Pursuant to the IGA, the Yuma County Justice Court Initial Appearance Master will conduct initial appearances for all defendants required to be seen by YMC on Saturdays, Sundays and all City of Yuma recognized holidays, and will prepare and process all related paperwork. The City of Yuma shall pay Yuma County \$6,223.50 each year the IGA is in effect for court services, which includes the cost of interpreter services, supplies and forms. The payment of such fees is not contingent upon a specific number of initial appearances being conducted by the County Justice Court Initial Appearance Master on behalf of YMC.

The IGA shall be effective on July 1, 2026 and shall remain in effect until June 30, 2027 (initial term), unless terminated sooner pursuant to Section 5 of the IGA. This IGA shall be automatically renewed for up to four consecutive one-year terms. Upon renewal, this IGA remains in full force and effect.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 6,223.50	BUDGETED:	\$ 6,223.50
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 6,223.50	-	

FISCAL IMPACT STATEMENT:

This item falls under a budgeted line-item for professional services which is included in the court’s annual budget for FY 2027. This budget item includes funds to pay for services such as this but also includes costs for judicial coverage by pro-tems, court appointed counsel, outside interpreter services and other costs for outside court services that are incurred annually.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk’s Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

RESOLUTION NO. R2026-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF YUMA AND YUMA COUNTY, ARIZONA, TO UTILIZE COUNTY JUDICIAL OFFICERS FOR THE PURPOSES OF CONDUCTING INITIAL APPEARANCES FOR THE MUNICIPAL COURT DURING WEEKENDS AND CITY RECOGNIZED HOLIDAYS

WHEREAS, the City of Yuma (“City”) is authorized, pursuant to Arizona Revised Statutes (“A.R.S.”) §11-952, to contract for services and enter into agreements with other public agencies for joint or cooperative action; and,

WHEREAS, the City established a Municipal Court pursuant to the City Charter and A.R.S. §22-402; and,

WHEREAS, pursuant to A.R.S. §22-402(C)(1), the City may enter into an intergovernmental agreement granting Yuma County the authority to provide services to Municipal Court; and,

WHEREAS, the City desires to have a Yuma County Justice Court Intial Appearance Master preside over all Municipal Court intial appearances occurring on Saturdays, Sundays, and on all City Court recognized holidays.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: The City Council finds entering into an intergovernmental agreement with Yuma County for the purpose of conducting initial appearances during weekends and City observed holidays is in the public interest by providing a means to conduct a legally required hearing for arrestees at a significant cost savings to the City.

SECTION 2: The document titled *Intergovernmental Agreement between Yuma County and City Of Yuma for Weekend and Holiday Municipal Court Coverage*, attached and incorporated into this Resolution by reference, previously signed by the City Administrator on behalf of the City of Yuma is hereby approved and ratified.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF YUMA
FOR
Weekend and Holiday Municipal Court Coverage

This Intergovernmental Agreement (“IGA” or “Agreement”) is between Yuma County, a body politic and corporate of the State of Arizona, (hereinafter referred to as the “County”) and the City of Yuma, a body politic and corporate of the State of Arizona (hereinafter referred to as the “City”). The County and the City are sometimes referred to individually as the “Party” and Collectively as the “parties”

RECITALS

WHEREAS, the COUNTY and CITY may contract for services and enter into agreement with one another for joint or cooperative action pursuant (“A.R.S.”) §11.952(A)1, et seq.; and

WHEREAS, the CITY is required to establish a municipal Court (hereinafter referred to as the “City Court”) pursuant to A.R.S. §22.402(A); and

WHEREAS, pursuant to A.R.S. §22.402 (C) (1) a City may enter into an intergovernmental agreement to provide the services of a Municipal Court with a Justice Court Initial Appearance Master in whose jurisdiction the CITY is located and the COUNTY in which the CITY is located; and

WHEREAS, the CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on Saturdays, Sundays, and all COUNTY recognized holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in consideration of the matters and things herein set forth, do mutually agree as follows:

1. PURPOSE AND SCOPE: The purpose of this IGA is to set forth the responsibilities of the parties for the coverage by the COUNTY Justice Court Initial Appearance Master for all CITY Court initial appearances occurring on Saturdays, Sundays, and COUNTY recognized holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

2. TERMS: This IGA shall commence on July 1, 2026, and shall remain in full force and effect until June 30, 2027, unless terminated as otherwise provided in this IGA. This IGA shall automatically be renewed and extended for up to four (4) successive one (1) year terms (each, a “Renewal Term”) beginning on July 1, 2026 and at the expiration of each successive term unless either Party gives written notice to the other Party no later than sixty (60) days prior to expiration of the then-current term that such notifying Party does not wish to renew this agreement. In such event, this Agreement shall terminate upon the expiration of the then-current term. The Initial Term and any Renewal Term(s) are

collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. COUNTY DUTIES: The COUNTY Justice Court Initial Appearance Master will prepare, and process all required paperwork for initial appearance of defendants brought before the Court on Saturdays, Sundays and all COUNTY recognized holidays on violations to be adjudicated in the CITY Court. The COUNTY Justice court initial Appearance Master shall conduct such initial appearances in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

4. PAYMENT

a. The CITY shall pay the COUNTY \$6,223.50 based upon the percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2026, through June 30, 2027, for court services, including but not limited to the cost of required interpreter services, supplies and forms, rendered pursuant to this IGA. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by COUNTY and on behalf of CITY on any given weekend or holiday.

b. Payment will be remitted to the COUNTY within thirty (30) days of receipt of COUNTY's invoice.

5. TERMINATIONS: This IGA may be terminated for any reason by either party upon sixty (60) days written notice by either party, or by mutual written agreement of the parties. If this IGA is terminated before Term in effect at the time of notice expires, the COUNTY shall prorate the fee set forth in section 4 of this agreement and refund to the CITY \$518.62 for each month remaining in the Term.

6. NOTICES: All notices require or permitted by this IGA shall be given by registered or certified U.S mail, postage prepaid or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered) or by the Postal Service receipt, or ten (10) calendar day after mailing, whichever comes first, in case of notices that are mailed.

CITY OF YUMA
ATTN: Municipal Court
1515 S. 2nd Avenue
Yuma, Az. 85384

YUMA COUNTY JUSTICE COURT
Attn: Justice Court Administrator
168 s 2nd Ave Suite A
Yuma, Az. 85384

And a copy to:
City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

Yuma County
Attn: County Administrator
197 S. Main Street
Yuma, AZ 85364

7. RESPONSIBILITIES: Each party agrees to be responsible for the conduct of its operations and performance of its obligations under this IGA. To the extent allowable by law, each party (the “indemnitor”) agrees to Indemnify, defend, and hold the other Party, and the other Party’s departments, agencies, agents, officials, officer’s directors, employee, and volunteers (collectively “indemnitee”) for, from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorney’s fee and litigation expenses, to which Indemnitee may become subject, under any theory of liability whatsoever, (collectively “Claims”) whether real or asserted, resulting from and/or arising out of Indemnitor’s intentional, reckless, or negligent acts, mistakes, errors, or omissions of Indemnitee. This indemnification provision shall apply to any and all any intentional, reckless, or negligent acts, mistakes, directions, errors, or omissions of Indemnitor’s department, officers, employees, contractors, and independent contractors.

8. WORKER’S COMPENSATION: An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Worker’s Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits, which may accrue.

Pursuant to A.R.S. § 23-1011, each party shall post a notice in substantially the following form:

“all employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker’s compensation.”

9. CANCELLATION FOR CONFLICT OF INTEREST: This IGA may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

10. NON-ASSIGNABILITY: Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

11. COMPLIANCE WITH NON-DISCRIMINATION LAWS: To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 2009-09 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall

comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C. F. R. parts 35 and 36.

12. E-VERIFY REQUIREMENTS:

- a. To the extent applicable under A.R.S. § 41-4401, The COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214, (A). A breach of this warranty shall be deemed a material breach of the of this IGA that is subject to penalties up to and including termination of this IGA. Both the COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who provides services this IGA to ensure that the COUNTY and CITY is complying with the warranty under this section.
- b. COUNTY and CITY shall establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors to ensure that the contractors and subcontractors are complying with their warranties.
- c. COUNTY and CITY shall not deem a government entity contractor or subcontractor in material breach of a contract if COUNTY and CITY establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the E-Verify requirements prescribed by section 23-214, subsection A.

13. RIGHTS/OBLIGATIONS OF PARTIES ONLY: The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either party to this IGA by imposing any standard of care different from the standard of care imposed by law.

14. ENTIRE IGA: This IGA contains the entire understanding of the parties and shall supersede any and all previous agreements between the Parties regarding the weekend initial appearance services as set forth in this IGA. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signing by the parties to the IGA.

15. SEVERABILITY: The parties agree that should any part of this IGA be held to be invalid by a court of law, the reminder of the IGA shall remaining full force and effect with those offending portions omitted.

16. COMPLIANCE WITH GOVERNING LAWS: The parties shall comply with all federal, state, and local laws, Rules and Regulations, Standards and Executive Orders

without limitations to that designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statutes and Executive Order.

17. NON-APPROPRIATION: Notwithstanding any other provision of this IGA, this IGA may be terminated, if for any reason the CITY's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relieve the CITY of its statutory responsibilities under Arizona law.

18. NO JOINT VENTURE: It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between COUNTY and CITY employees, or between CITY and COUNTY employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

IN WITNESS WHEREOF, the parties hereto have executed the IGA on the dates written below.

YUMA COUNTY:

Martin Porchas, Chairman
Yuma County Board of Supervisors

Date

Ian McGaughey
Yuma County Administrator

Date

Approved as to form:

Priscilla Gunderson
Yuma County Attorney

Date

City of Yuma:



Jay Simonton
Interim Yuma City Administrator

6/10/2026

Date

Attest:

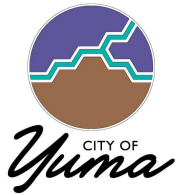
Janet Pierson
Yuma City Clerk

Date

Approved as to form:

Richard W. Files
Yuma City Attorney

Date



City of Yuma

City Council Report

File #: R2026-031

Agenda Date: 7/1/2026

Agenda #: 3.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Community Development	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Community Planning	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Preannexation Development Agreement: 3133 S. Florence Lane

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 3133 S. Florence Lane (APN 696-29-008). (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of the Preannexation Development Agreement will facilitate the connection of City services for the undeveloped site. This furthers City Council’s strategic outcomes of Safe and Prosperous and Connected and Engaged.

REPORT:

Yuma 3133, LLC (Owner) is the owner of the parcel located at 3133 S. Florence Lane (Property). The Property is developed with one building and has recently functioned as office space and the Owner intends to continue to utilize the Property for commercial purposes. The Owner would like to connect the Property to City of Yuma utility services. Accordingly, the Owner has requested a Preannexation Development Agreement to allow for connection to the City of Yuma’s water and sewer services.

In accordance with City policy, to receive City of Yuma services, annexation or a preannexation development agreement are required. Since annexation of the Property is not possible at the current time, a Preannexation Development Agreement will be executed, kept on file, and utilized at such time that a larger annexation can be brought forward.

The attached resolution authorizes a Preannexation Development Agreement with Yuma 3133, LLC, for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	-	

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

RESOLUTION NO. R2026-031

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A
PREANNEXATION DEVELOPMENT AGREEMENT WITH YUMA 3133, LLC
FOR PROPERTY LOCATED AT 3133 S. FLORENCE LANE**

WHEREAS, the City of Yuma (City) is authorized under Arizona Revised Statutes Section 9-500.05 to enter into development agreements with owners of real property situated in unincorporated lands; and,

WHEREAS, the owner of the real property identified as APNs 696-29-008 (the Property) desires to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Property is located in unincorporated land that is territory desired by the City to be annexed into the boundaries of the City; and,

WHEREAS, the Property owners desire certain assurances and commitments from the City prior to and upon annexation of the Property into the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: The Preannexation Development Agreement between Yuma 3133, LLC and the City of Yuma, attached as Exhibit A and incorporated as part of this resolution by reference, is approved according to its terms.

SECTION 2: The City Administrator is authorized and directed to execute the attached Preannexation Development Agreement on behalf of the City of Yuma and to record the Preannexation Development Agreement in the Official Records of the Yuma County Recorder.

Adopted this _____ day of _____ 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2026-031**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Yuma 3133, LLC (“Owner”), as the owner of the real property identified as APN 696-29-008, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with and conforms to the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Owners desire to annex the Property into the City limits and seeks certain assurances and commitments from the City following annexation; and,

WHEREAS, the Parties have entered into this Agreement to provide for the annexation and City of Yuma water service upon the terms and conditions described in this Agreement.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC v City of Yuma*, 227 Ariz. 28 (2011).

2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.

3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

3.1. Owner and any subsequent owners of the Property agree that within ten (10) days of written request by an authorized representative of the City of Yuma, Owner or any subsequent owners or Owner’s successors will sign an annexation petition seeking to annex the entire Property into the City of Yuma municipal boundaries. Upon receipt of the signed annexation petition, the City agrees to proceed with the

annexation procedures established in the provisions of A.R.S. § 9-471 *et seq.* and, if determined to be in the best interest of the City, adopt the final ordinance annexing the property into the City of Yuma corporate limits.

3.2. Upon annexation of the Property, City staff will bring forward to City Council a request for rezoning the Property to a zoning district in the City's Zoning Code that is consistent with A.R.S. § 9-471 (L) which will permit densities and uses no greater than those permitted by Yuma County immediately before annexation.

4. Development Standards. The development and use of the Property shall be subject to all City, county, state and federal laws, regulations, rules, policies, and fees in effect at the time of development ("Applicable Laws").

5. City of Yuma Development Fees and Water and Sewer Capacity Charges. A material consideration for the Parties' willingness to enter into this Agreement is to make City utility service available to the Property on the same terms and conditions as any other development within the City. To accomplish this, beginning on the Effective Date, any development and use of the Property shall require the payment to the City of all City of Yuma Development Fees for any new construction (defined as any building construction commenced within two years prior to or any time after the Effective Date), including the streets facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, water and sanitary sewer capacity and connection charges, water system development charges, sanitary sewer interceptor charge, any water or sewer payback amounts, and a payment to the City in lieu of tax ("PILOT") on any new construction that would otherwise have been due to the City if the building permit had been issued and the construction had occurred after annexation, equivalent to 1.7% of 65% of the total construction cost. Payment of all capacity, PILOT and development fees to the City under this Section 5 shall be made prior to City issuance of any water meter, connection to City water and/or sewer, or issuance of any building permit by either the City or Yuma County. In order to calculate the PILOT, Owner shall require each contractor and subcontractor having taxable activities in connection with development of the Property furnish the City with a worksheet showing all gross income received by them for the construction. If Owner provides satisfactory documentation showing that the City tax on construction has already been paid, no payment in lieu of City taxes on construction shall be due. Until such time as annexation is complete, Owner and City acknowledge that Sanitation (solid waste), Emergency Medical Service, Police, and Emergency Fire Response to the Property shall be through a Yuma County provider, but that upon annexation, such services shall be provided by the City of Yuma in accordance with Applicable Laws. Upon Owner's execution of this Agreement, prior to or upon annexation of the Property, water service to the Property shall be available in accordance with Applicable Laws and the terms of this Agreement. Monthly water and any sanitary sewer service charges shall be paid in accordance with and governed by the City of Yuma Utility Regulations.

6. Additional Requirements. Prior to conveyance or transfer of any portion of the Property to a third party or the issuance of any water meter, fire service (water) connection, sewer connection, or any other permit for the Property, Owner shall record against title to the Property, utilizing the City's standard forms for such matters:

6.1 Avigation and Range Disclosure, Easement and Waiver. As a covenant and condition to entering into this Agreement, before conveying or transferring any portion of the Property, Owner agrees to disclose that the subject property is located in the vicinity of Yuma County International Airport and the U.S. Marine Corps Air Station, both of which may result in aircraft overflight, vibrations and related noise as may be inherent in the operation of aircraft now known or used for flying within navigable airspace. This disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be

binding on all successors, assigns and future owners of the Property.

6.2 Encroachment and Right-of-Way Permits and Licenses Required. Owner acknowledges and agrees that any work performed in the public right-of-way, or the construction, installation or maintenance of any facility or other improvement in the public right-of-way requires a permit, license, franchise, or similar authorization issued by the controlling agency (the "Permitting Agency") through the Permitting Agency's normal and customary process for such issuance. Owner further acknowledges and agrees that City approval of any Site Plan or Plat over all or any portion of the Property does not constitute authorization for work or improvements in the public rights-of-way or any grant or waiver of any permitting requirements of the Permitting Agency. Owner shall meet all permitting requirements of the Permitting Agency, and shall obtain all necessary permits prior to commencing such work or improvements in the public rights-of-way.

7. Construction and Dedication of Improvements. Any public improvements required for development of the Property shall be designed, constructed, and dedicated in accordance with Applicable Laws, including, without limitation, City's normal plan submittal, review and approval processes, day-to-day inspection requirements, insurance requirements, and financial assurance requirements. Owner's construction and installation of public improvements shall occur within the timeframes specified under Applicable Laws.

8. Utility Services. The City acknowledges that the property is within the City of Yuma potable water service area, as approved by Yuma County. Upon application to the State of Arizona, Department of Environmental Quality, for a Notice of Intent, the City will issue the appropriate "Authorization to Connect to Public Water Service" letter for water service provided that Subsection 8.3 is complied with.

8.1 Assignment of Water Rights. Owner and any subsequent owners shall sign an application or otherwise fully cooperate with the City to convert, transfer, or assign any water or water delivery entitlements associated with the Property to the City.

8.2 Non-Potable Water. Nothing contained in this Agreement shall be construed as obligating Owner to accept City water services for any non-potable water demand on the Property, provided that such non-potable water demand is served by the appropriate irrigation district.

8.3 Septic System. If Owner has obtained permitting and installed a septic system pursuant to County of Yuma regulations the requirements of this Agreement shall not be interpreted to require the Property to connect to City sanitary sewer service until such time as Sanitary Sewer Service is available (at the City's absolute and discretionary schedule) and the existing septic tank system is declared unserviceable as defined in City of Yuma Utility Regulations, as amended, or the Parties agree that such a connection shall be made. Any such connection to a future City of Yuma Sanitary Sewer Service line shall be at Owner's sole cost for design, permitting, capacity charges and construction, and shall require City approval prior to permitting.

9. City and Owner Cooperation.

9.1 Cooperation in Development Approvals. Subject to the terms of this Agreement and compliance with Applicable Laws including without limitation City's compliance with all required notice and public hearing requirements, City and Owner will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals requested by Owner in connection with development of the Property. If developed in Yuma County, written City approval of all such permits, plans, specifications, plats or other development approvals shall be required.

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner

for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

10. Notice. Except as otherwise required by law, any notice, demand or other communication given under this Agreement shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by electronic mail, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To City:
City Administrator
One City Plaza
Yuma, Arizona 85364-1436

To Owners:
Yuma 3133, LLC
3805 E. Las Cruces Lane
Yuma, AZ 85655

All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by email or facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's electronic mail system or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

11. Default. If either Party defaults (the "Defaulting Party") with respect to any of such Party's obligations, then the other Party (the "Non-Defaulting Party") shall give written notice in the manner described in Section 10 above to the Defaulting Party. The notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have:

- a. twenty (20) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or
- b. sixty (60) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or
- c. if any such non-monetary default cannot reasonably be cured within sixty (60) days for reasons beyond its control (financial inability, construction delays and market conditions excepted), then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

11.1 Remedies. If the default is not corrected within the time periods described in Section 11 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Owner or City, or any successor-in-interest or assignee, may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential,

punitive, multiple, exemplary or any damages other than actual damages.

11.2 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the Non-Defaulting Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

11.3 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

12. Owner Representations. Owner represents and warrants that:

- a. Owner has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Owner under this Agreement, and the execution, delivery and performance of this Agreement by Owner has been duly authorized, agreed to, and is in compliance with any organizational documents of Owner.
- b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- c. Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- d. As of the date of this Agreement, Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting Owner, which could have a material adverse effect on Owner's performance under this Agreement that has not been disclosed in writing to City.
- e. This Agreement (and each undertaking of Owner contained herein) constitutes a valid, binding and enforceable obligation of Owner according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.
- f. The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or to which owner is otherwise subject.
- g. Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects.
- h. Owner has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

13. City Representations. City represents and warrants to Owner that:

a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.

e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.

f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.

g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

14. Rights of Lenders. Financing or refinancing for acquisition, development and/or construction of the Property and/or improvements may be provided, in whole or in part, from time to time, by one or more Third Parties (individually a "Lender", and collectively the "Lenders"). If a Lender is permitted, under the terms of a non-disturbance agreement with City to cure the event of default and/or to assume Owner's position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.

15. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05D and will run with the land during the Term of the Agreement as defined in Section 2.

16. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

17. Miscellaneous.

17.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall

be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 17.1.

17.2 A.R.S. § 38-511. Notice is hereby given of the applicability of A.R.S. § 38-511.

17.3 Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party, or its agents not contained or specifically referred to in this Agreement is valid or binding.

17.4 Recordation. Upon receipt of the recording fee from Owner, the City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

17.5 Estoppel Certificate. The Parties agree that, upon not less than twenty one (21) business days prior written request from a Party to this Agreement, a requested Party shall execute, acknowledge and deliver to the Party making such request a written statement certifying to the current status of the Agreement, including whether or not, the requested Party has actual knowledge that any Party is in default of any obligation or duty set forth in this Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective Lender.

17.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together 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 signatures of all Parties may be physically attached to a single document.

17.7 Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning of construction of any of the provisions hereof.

17.8 Exhibits and Recitals. Any exhibit attached to this Agreement shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of the Agreement. The Recitals set forth at the beginning of this Agreement are acknowledged and incorporated and the Parties confirm the accuracy each Recital.

17.9 Further Acts. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time.

17.10 Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No

term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

17.12 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

17.13 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City or Owner from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

17.14 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

17.15 Individual Nonliability/Damages. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner shall be limited to the Property and any improvements thereon, and shall not extend to or be enforceable against the individual assets of any member, officer, or trustee of Owner.

17.16 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property or any portion thereof, as a result of City's approval or failure to approve this Agreement, the Annexation Ordinance, or adoption or failure to adopt the zoning designation, and all related annexation, zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement, including the approval, rejection or imposition of conditions or stipulations upon the approval of the zoning designation. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2026.

CITY:
CITY OF YUMA

OWNER:
Yuma 3133, LLC

By _____
John D. Simonton
Acting City Administrator

By _____
Sandra Rook
Manager

OWNER:
Yuma 3133, LLC

By _____
The Sandra L Rook
Member

ATTEST:

By _____
Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Sandra Rook.

NOTARY PUBLIC

COMMISSION EXPIRATION:

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by The Sandra L Rook.

NOTARY PUBLIC

COMMISSION EXPIRATION:

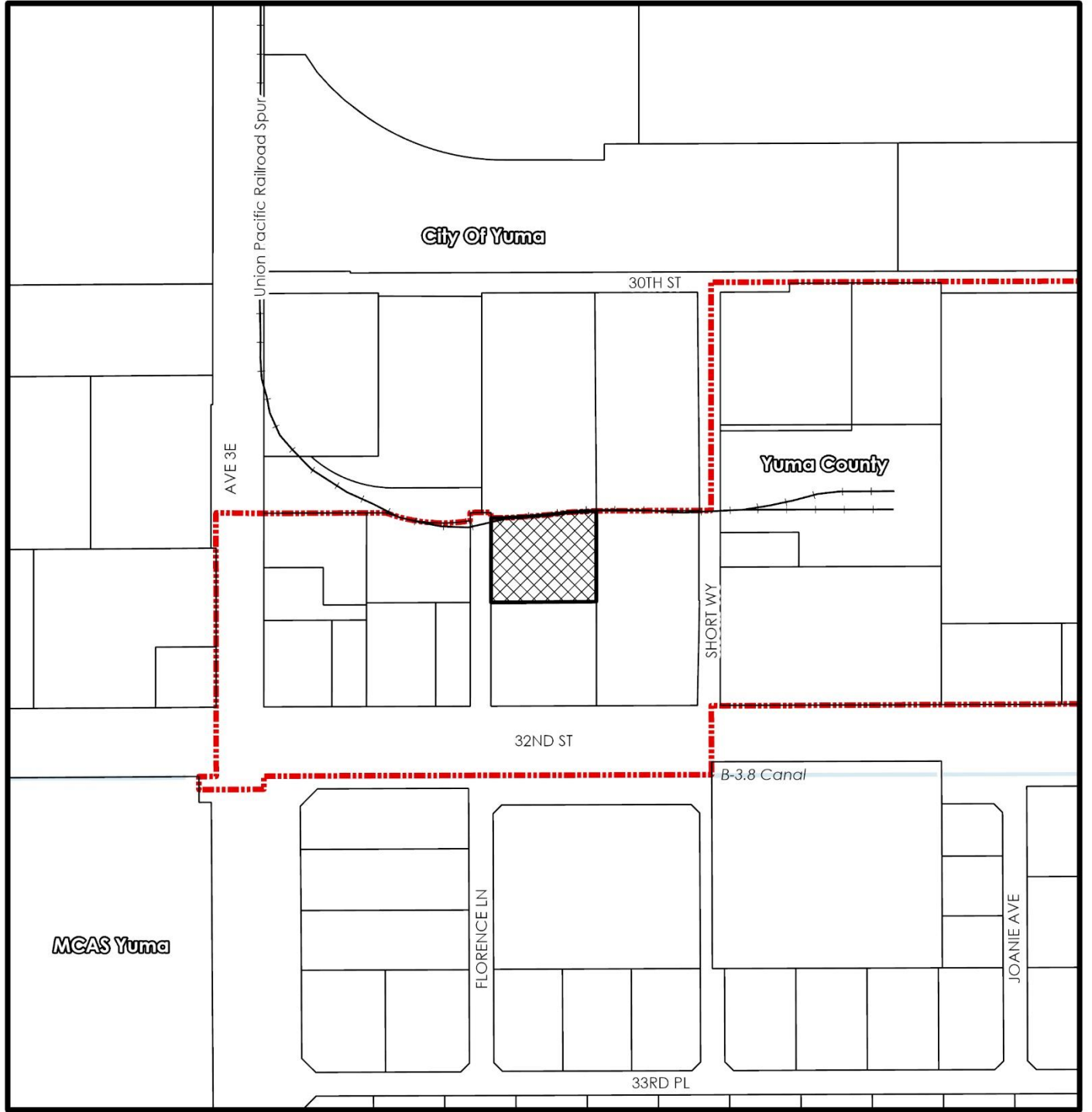
EXHIBIT 1

Legal Description and Depiction of Property for APN 696-29-008

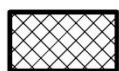
A parcel being located in the Southwest Quarter of the Southwest Quarter of Section 1, Township 9 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows;

A part of the North 920.00' feet of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 1, which is lying South of the Center line of the railroad spur tracks described in Warranty Deed, Docket 599, Page 941, Dated February 27, 1970, recorded in Yuma County Recorder's Office, Yuma Arizona. Except the West 30' feet; and Except the North 10' feet thereof.

Containing 73,180.0 Sq. Ft. or 1.68 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY
 3133 S FLORENCE LN (APN: 696-29-008)

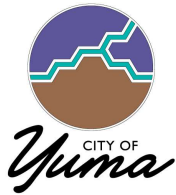


Prepared by: DG
 Checked by: EP



Date: 4/28/2026
 Revised:

Case #:
 AGR-45245-2026



City of Yuma

City Council Report

File #: R2026-032

Agenda Date: 7/1/2026

Agenda #: 4.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Community Development	<input checked="" type="checkbox"/> Safe & Prosperous	<input type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input checked="" type="checkbox"/> Resolution
	<input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION: Community Planning	<input checked="" type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

TITLE:

Preannexation Development Agreement: 8891 S. 48th Avenue

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 8891 S. 48th Avenue (APN 663-29-024). (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of the Preannexation Development Agreement will facilitate the connection of City services for the site. This furthers City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged.

REPORT:

Adam K. Wood and Iliana C. Wood (Owners) own the parcel located at 8891 S. 48th Avenue (Property). The Property is presently developed with a single-family residence. The Owners have requested a Preannexation Development Agreement to allow for connection to the City of Yuma's water services.

In accordance with City policy, to receive City of Yuma services, annexation or a preannexation development agreement are required. Since annexation of the Property is not possible at the current time, a Preannexation Development Agreement will be executed, kept on file, and utilized at such time that a larger annexation can be brought forward.

The attached resolution authorizes a Preannexation Development Agreement with Adam K. Wood and Iliana C. Wood, for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	-	

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

RESOLUTION NO. R2026-032

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A
PREANNEXATION DEVELOPMENT AGREEMENT WITH ADAM K.
WOOD AND ILIANA C. WOOD FOR PROPERTY LOCATED AT 8891 S.
48TH AVENUE**

WHEREAS, the City of Yuma (City) is authorized under Arizona Revised Statutes Section 9-500.05 to enter into development agreements with owners of real property situated in unincorporated lands; and,

WHEREAS, the owners of the real property identified as APN 663-29-024 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Property is located in unincorporated land that is territory desired by the City to be annexed into the boundaries of the City; and,

WHEREAS, the Property owners desire certain assurances and commitments from the City prior to and upon annexation of the Property into the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: The Preannexation Development Agreement between Adam K. Wood and Iliana C. Wood and the City of Yuma, attached as Exhibit A and incorporated as part of this resolution by reference, is approved according to its terms.

SECTION 2: The City Administrator is authorized and directed to execute the attached Preannexation Development Agreement on behalf of the City of Yuma and to record the Preannexation Development Agreement in the Official Records of the Yuma County Recorder.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2026-032**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Adam K. Wood and Iliana C. Wood (“Owners”), as the owners of the real property identified as APN 663-29-024, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with and conforms to the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Owners desire to annex the Property into the City limits and seeks certain assurances and commitments from the City following annexation; and,

WHEREAS, the Parties have entered into this Agreement to provide for the annexation and City of Yuma water service upon the terms and conditions described in this Agreement.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC. v City of Yuma*, 227 Ariz. 28 (2011).

2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.

3. Annexation. Owners agree to petition for and hereby consent to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owners’ agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

3.1. Owners and any subsequent owners of the Property agree that within ten (10) days of written request by an authorized representative of the City of Yuma, Owners or any subsequent owners or successors will sign an annexation petition seeking to annex the entire Property into the City of Yuma

municipal boundaries. Upon receipt of the signed annexation petition, the City agrees to proceed with the annexation procedures established in the provisions of A.R.S. § 9-471 *et seq.* and, if determined to be in the best interest of the City, adopt the final ordinance annexing the property into the City of Yuma corporate limits.

3.2. Upon annexation of the Property, City staff will bring forward to City Council a request for rezoning the Property to a zoning district in the City's Zoning Code that is consistent with A.R.S. § 9-471 (L) which will permit densities and uses no greater than those permitted by Yuma County immediately before annexation.

4. Development Standards. The development and use of the Property shall be subject to all City, county, state and federal laws, regulations, rules, policies, and fees in effect at the time of development ("Applicable Laws").

5. City of Yuma Development Fees and Water and Sewer Capacity Charges. A material consideration for the Parties' willingness to enter into this Agreement is to make City utility service available to the Property on the same terms and conditions as any other development within the City. To accomplish this, beginning on the Effective Date, any development and use of the Property shall require the payment to the City of all City of Yuma Development Fees for any new construction (defined as any building construction commenced within two years prior to or any time after the Effective Date), including the streets facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, water and sanitary sewer capacity and connection charges, water system development charges, sanitary sewer interceptor charge, any water or sewer payback amounts, and a payment to the City in lieu of tax ("PILOT") on any new construction that would otherwise have been due to the City if the building permit had been issued and the construction had occurred after annexation, equivalent to 1.7% of 65% of the total construction cost. Payment of all capacity, PILOT and development fees to the City under this Section 5 shall be made prior to City issuance of any water meter, connection to City water and/or sewer, or issuance of any City or Yuma County building permit. In order to calculate the PILOT, Owner shall require each contractor and subcontractor having taxable activities in connection with development of the Property furnish the City with a worksheet showing all gross income received by them for the construction. If Owner provides satisfactory documentation showing that the City tax on construction has already been paid, no payment in lieu of City taxes on construction shall be due. Until such time as annexation is complete, Owner and City acknowledge that Sanitation (solid waste), Emergency Medical Service, Police, and Emergency Fire Response to the Property shall be through a Yuma County provider, but that upon annexation, such services shall be provided by the City of Yuma in accordance with Applicable Laws. Upon Owner's execution of this Agreement, prior to or upon annexation of the Property, water service to the Property shall be available in accordance with Applicable Laws and the terms of this Agreement. Monthly water and any sanitary sewer service charges shall be paid in accordance with and governed by the City of Yuma Utility Regulations.

6. Additional Requirements. Prior to conveyance or transfer of any portion of the Property to a third party or the issuance of any water meter, fire service (water) connection, sewer connection, or any other permit for the Property, Owner shall record against title to the Property, utilizing the City's standard forms for such matters:

6.1 W. County 9th Street No-Build Easement. The Owner shall record a 17-foot no-build easement along the frontage of W. County 9th Street to meet the 50-foot half right-of-way required for minor arterial roadways under the City of Yuma Transportation Master Plan.

6.2 Avigation and Range Disclosure, Easement and Waiver. As a covenant and condition to entering into this Agreement, before conveying or transferring any portion of the Property, Owner agrees to

disclose that the subject property is located in the vicinity of Yuma County International Airport and the U.S. Marine Corps Air Station, both of which may result in aircraft overflight, vibrations and related noise as may be inherent in the operation of aircraft now known or used for flying within navigable airspace. This disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

6.3 Encroachment and Right-of-Way Permits and Licenses Required. Owner acknowledges and agrees that any work performed in the public right-of-way, or the construction, installation or maintenance of any facility or other improvement in the public right-of-way requires a permit, license, franchise, or similar authorization issued by the controlling agency (the “Permitting Agency”) through the Permitting Agency’s normal and customary process for such issuance. Owner further acknowledges and agrees that City approval of any Site Plan or Plat over all or any portion of the Property does not constitute authorization for work or improvements in the public rights-of-way or any grant or waiver of any permitting requirements of the Permitting Agency. Owner shall meet all permitting requirements of the Permitting Agency, and shall obtain all necessary permits prior to commencing such work or improvements in the public rights-of-way.

7. Construction and Dedication of Improvements. Any public improvements required for development of the Property shall be designed, constructed, and dedicated in accordance with Applicable Laws, including, without limitation, City’s normal plan submittal, review and approval processes, day-to-day inspection requirements, insurance requirements, and financial assurance requirements. Owner’s construction and installation of public improvements shall occur within the timeframes specified under Applicable Laws.

8. Utility Services. The City acknowledges that the property is within the City of Yuma potable water service area, as approved by Yuma County. Upon application to the State of Arizona, Department of Environmental Quality, for a Notice of Intent, the City will issue the appropriate “Authorization to Connect to Public Water Service” letter for water service provided that Subsection 8.3 is complied with.

8.1 Assignment of Water Rights. Owner and any subsequent owners shall sign an application or otherwise fully cooperate with the City to convert, transfer, or assign any water or water delivery entitlements associated with the Property to the City.

8.2 Non-Potable Water. Nothing contained in this Agreement shall be construed as obligating Owner to accept City water services for any non-potable water demand on the Property, provided that such non-potable water demand is served by the appropriate irrigation district.

8.3 Septic System. If Owner has obtained permitting and installed a septic system pursuant to County of Yuma regulations the requirements of this Agreement shall not be interpreted to require the Property to connect to City sanitary sewer service until such time as Sanitary Sewer Service is available (at the City’s absolute and discretionary schedule) and the existing septic tank system is declared unserviceable as defined in City of Yuma Utility Regulations, as amended, or the Parties agree that such a connection shall be made. Any such connection to a future City of Yuma Sanitary Sewer Service line shall be at Owner’s sole cost for design, permitting, capacity charges and construction, and shall require City approval prior to permitting.

9. City and Owner Cooperation.

9.1 Cooperation in Development Approvals. Subject to the terms of this Agreement and compliance with Applicable Laws including without limitation City’s compliance with all required notice and public hearing requirements, City and Owner will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals requested by Owner in connection

with development of the Property. If developed in Yuma County, written City approval of all such permits, plans, specifications, plats or other development approvals shall be required.

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

10. Notice. Except as otherwise required by law, any notice, demand or other communication given under this Agreement shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by electronic mail, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To City:
City Administrator
One City Plaza
Yuma, Arizona 85364-1436

To Owners:
Adam K. Wood and Iliana C. Wood
8891 S. 48th Avenue
Yuma, AZ 85364

All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by email or facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's electronic mail system or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

11. Default. If either Party defaults (the "Defaulting Party") with respect to any of such Party's obligations, then the other Party (the "Non-Defaulting Party") shall give written notice in the manner described in Section 10 above to the Defaulting Party. The notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have:

- a. twenty (20) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or
- b. sixty (60) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or
- c. if any such non-monetary default cannot reasonably be cured within sixty (60) days for reasons beyond its control (financial inability, construction delays and market conditions excepted), then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

11.1 Remedies. If the default is not corrected within the time periods described in Section 11 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Owner or City, or any successor-in-interest or assignee, may institute a legal action to cure,

correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

11.2 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the Non-Defaulting Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

11.3 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

12. Owner Representations. Owner represents and warrants that:

- a. Owner has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Owner under this Agreement, and the execution, delivery and performance of this Agreement by Owner has been duly authorized, agreed to, and is in compliance with any organizational documents of Owner.
- b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- c. Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- d. As of the date of this Agreement, Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting Owner, which could have a material adverse effect on Owner's performance under this Agreement that has not been disclosed in writing to City.
- e. This Agreement (and each undertaking of Owner contained herein) constitutes a valid, binding and enforceable obligation of Owner according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.
- f. The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or to which owner is otherwise subject.
- g. Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects.

h. Owner has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

13. City Representations. City represents and warrants to Owner that:

a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.

e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.

f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.

g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

14. Rights of Lenders. Financing or refinancing for acquisition, development and/or construction of the Property and/or improvements may be provided, in whole or in part, from time to time, by one or more Third Parties (individually a "Lender", and collectively the "Lenders"). If a Lender is permitted, under the terms of a non-disturbance agreement with City to cure the event of default and/or to assume Owner's position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.

15. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05D and will run with the land during the Term of the Agreement as defined in Section 2.

16. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other

reasonable and necessary direct and incidental costs of such dispute.

17. Miscellaneous.

17.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 17.1.

17.2 A.R.S. § 38-511. Notice is hereby given of the applicability of A.R.S. § 38-511.

17.3 Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party, or its agents not contained or specifically referred to in this Agreement is valid or binding.

17.4 Recordation. Upon receipt of the recording fee from Owner, the City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

17.5 Estoppel Certificate. The Parties agree that, upon not less than twenty one (21) business days prior written request from a Party to this Agreement, a requested Party shall execute, acknowledge and deliver to the Party making such request a written statement certifying to the current status of the Agreement, including whether or not, the requested Party has actual knowledge that any Party is in default of any obligation or duty set forth in this Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective Lender.

17.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together 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 signatures of all Parties may be physically attached to a single document.

17.7 Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning of construction of any of the provisions hereof.

17.8 Exhibits and Recitals. Any exhibit attached to this Agreement shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of the Agreement. The Recitals set forth at the beginning of this Agreement are acknowledged and incorporated and the Parties confirm the accuracy each Recital.

17.9 Further Acts. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time.

17.10 Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

17.12 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

17.13 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City or Owner from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

17.14 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

17.15 Individual Nonliability/Damages. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner shall be limited to the Property and any improvements thereon, and shall not extend to or be enforceable against the individual assets of any member, officer, or trustee of Owner.

17.16 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property or any portion thereof, as a result of City's approval or failure to approve this Agreement, the Annexation Ordinance, or adoption or failure to adopt the zoning designation, and all related annexation, zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement, including the approval, rejection or imposition of conditions or stipulations upon the approval of the zoning designation. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Dated this _____ day of _____, 2026.

CITY:
CITY OF YUMA

OWNERS:
Adam K. Wood and Iliana C. Wood

By _____
John D. Simonton
Acting City Administrator

By _____
Adam K. Wood

By _____
Iliana C. Wood

ATTEST:

By _____
Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Adam K. Wood.

NOTARY PUBLIC

COMMISSION EXPIRATION:

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Iliana C. Wood.

NOTARY PUBLIC

COMMISSION EXPIRATION:

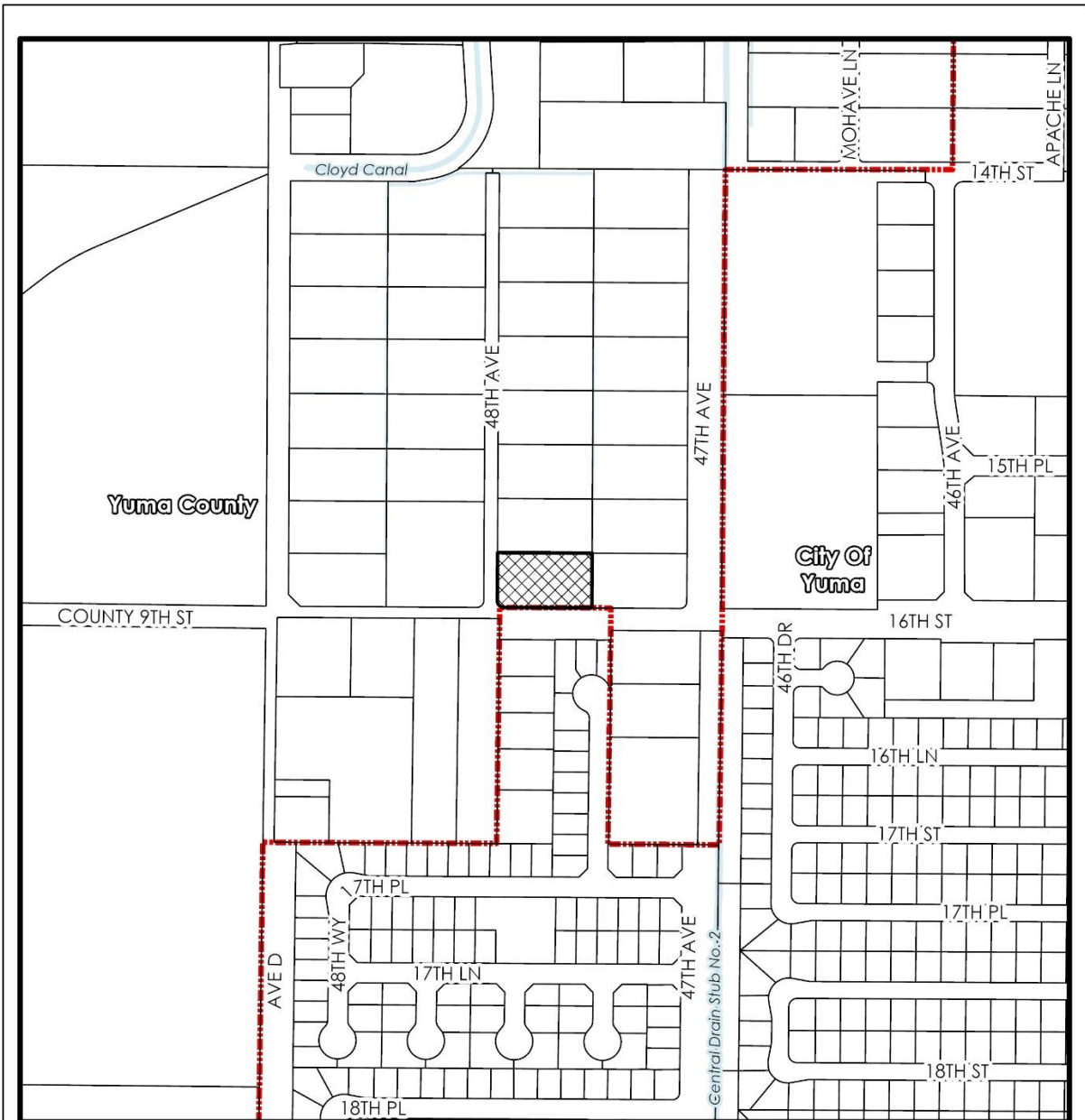
EXHIBIT 1

Legal Description and Depiction of Property for APN 663-29-024

A portion of land located in the Southwest Quarter of the Southwest Quarter of Section 25, Township 8 South, Range 24 West, of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, and being more particularly described as follows;

Lot 74, of Valley Citrus Estates No. 3, according to Bk. 7 of Plats, Page 4, Dated February 21, 1974 as recorded in Yuma County Recorder's Office, City of Yuma, State of Arizona.

Containing 44,866.8 Sq. Ft. or 1.03 of an acre.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY
8891 S 48TH AVE (APN: 663-29-024)



Prepared by: DG

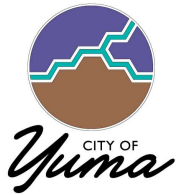
Checked by: MR



Date: 6/8/2026

Revised:

Case #:
AGR-45290-2026



City of Yuma

City Council Report

File #: R2026-033

Agenda Date: 7/1/2026

Agenda #: 5.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Public Works	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Fleet	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:
Intergovernmental Agreement: Yuma County Airport Authority

SUMMARY RECOMMENDATION:
 Authorize an Intergovernmental Agreement (IGA) with the Yuma County Airport Authority (YCAA) to provide specialized maintenance, inspection, diagnostics, and repair services for fire apparatus and emergency response equipment supporting operations at the Yuma Proving Ground. (Public Works) (Joel Olea)

STRATEGIC OUTCOME:
 This agreement advances the City Council's strategic priority of maintaining a Safe and Prosperous Community by ensuring that critical emergency response and firefighting apparatus remain operational, reliable, and mission-ready. Through proactive maintenance, inspections, and timely repairs, the City helps support emergency preparedness, safety, and public protection activities associated with Yuma Proving Ground operations.

REPORT:
 This IGA promotes the efficient use of public resources, strengthens regional partnerships, and supports the sustainability of operations at Yuma Proving Ground (YPG). Because the Yuma County Airport Authority (YCAA) currently maintains an existing Intergovernmental Support Agreement (IGSA) with the federal government in support of YPG, YCAA serves as the contractual vehicle through which the City of Yuma can immediately provide specialized fleet maintenance services for fire apparatus and emergency response equipment.

This interim arrangement allows the City to leverage its experienced fleet technicians, established maintenance facilities, and technical expertise while ensuring continuity of critical maintenance services and operational readiness. Over the next 12 months, the City intends to pursue and establish its own direct IGSA with YPG, at which time these services may transition to a direct contractual relationship. In the meantime, the agreement provides YPG with a dependable maintenance resource that helps reduce equipment downtime, enhances emergency response capabilities, and supports the safety of military personnel, aviation operations, public infrastructure, and the broader Yuma community. Additionally, the IGA strengthens intergovernmental relationships while recovering costs associated with providing these specialized services.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 125,000.00	BUDGETED:	\$ 125,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 125,000.00	409	

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

RESOLUTION NO. R2026-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF YUMA AND YUMA COUNTY AIRPORT AUTHORITY PROVIDING FOR MAINTENANCE, INSPECTION, DIAGNOSTICS, REPAIR, AND RELATED TECHNICAL SUPPORT FOR FIRE APPARATUS AND EMERGENCY RESPONSE EQUIPMENT

WHEREAS, the City of Yuma (City) and the Yuma County Airport Authority are authorized, pursuant to Arizona Revised Statutes (A.R.S.) §11-952, to contract for services and enter into intergovernmental agreements for joint or cooperative action; and,

WHEREAS, the Intergovernmental Agreement, attached as Exhibit A and incorporated by this reference, establishes terms under which the City will provide maintenance, inspection, diagnostics, repair, and related technical support for fire apparatus and emergency response equipment requested by Yuma Proving Ground (YPG), a federal agency, through YPG’s contract with the Yuma County Airport Authority; and,

WHEREAS, the services contemplated in the attached Intergovernmental Agreement include scheduled preventive maintenance, annual inspections, diagnostics and troubleshooting, unscheduled maintenance and repair, coordination of specialty subcontractor repairs, and maintenance documentation and service reporting; and,

WHEREAS, the Intergovernmental Agreement provides that the City will invoice Yuma County Airport Authority for labor, diagnostics, inspection time, subcontractor costs, consumables, parts, and materials, and that Yuma County Airport Authority will pay such invoices within 30 days unless disputed in writing; and,

WHEREAS, the Intergovernmental Agreement will become effective upon execution by both parties and will remain in effect until the City enters into a direct Intergovernmental Support Agreement with the United States Government for fire fleet maintenance services at Yuma Proving Ground, unless earlier terminated, and either party may terminate the Intergovernmental Agreement upon 90 days’ written notice,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: the City Council finds that approval of the Intergovernmental Agreement is in the public interest and will promote a safe and prosperous community.

SECTION 2: The City Administrator is authorized and directed to sign the agreement titled, *Intergovernmental Agreement between the City of Yuma, and Yuma County Airport Authority for providing Maintenance, Inspection, Diagnostics, Repair and related technical support for Fire Apparatus and Emergency Response Equipment* on behalf of the City of Yuma.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Janet L. Pierson
City Clerk

Richard W. Files
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND YUMA COUNTY AIRPORT AUTHORITY,
PROVIDING FOR MAINTENANCE, INSPECTION, DIAGNOSTICS, REPAIR AND
RELATED TECHNICAL SUPPORT FOR FIRE APPARATUS AND EMERGENCY
RESPONSE EQUIPMENT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Yuma, Arizona, an Arizona municipal corporation (“City”) and Yuma County Airport Authority, Inc., an Arizona non-profit corporation and a political body of the State of Arizona (“YCAA”). YCAA and the City are referred to collectively as the “Parties.”

RECITALS

WHEREAS, A.R.S. § 11-251 and A.R.S. § 11-951 *et seq.*, together with the City Charter authorize the Parties to enter into this Agreement; and,

WHEREAS, the City operates a public works fleet maintenance program with personnel, equipment, facilities, and the technical expertise necessary to perform inspection, preventative maintenance, diagnostics, and repair of specialized emergency response vehicles and related equipment; and,

WHEREAS, the YCAA, has an Intergovernmental Support Agreement (IGSA) to assist the United States Government, Yuma Proving Ground Fire Department (“YPG”), with maintaining aircraft rescue and firefighting apparatus, emergency response vehicles, and related fire equipment in support of aviation operations and public safety functions; and,

WHEREAS, the City and the YCAA seek to establish the terms under which the City may provide fleet maintenance services, technical support, and related repair services for fire apparatus and emergency response equipment utilized in support of YCAA’s contracted responsibilities at the Yuma Proving Ground,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms under which the City shall provide maintenance, inspection, diagnostics, repair, and related technical support for fire apparatus and emergency response equipment for YPG through its IGSA with YCCA.

2. Duration. This Agreement shall become effective upon execution by both Parties. This Agreement shall remain in effect until such time as the City of Yuma enters into and executes its own direct Intergovernmental Support Agreement with the United States Government for fire fleet maintenance services at the Yuma Proving Ground, unless earlier terminated by mutual written agreement of the Parties.

Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

3. Scope of Services. The City may provide the following services:

- scheduled preventative maintenance;
- annual inspections;
- diagnostics and troubleshooting;
- unscheduled maintenance and repair;
- coordination of specialty subcontractor repairs when necessary;
- maintenance documentation and service reporting.

Services shall be performed in accordance with applicable manufacturer recommendations, accepted industry practices, and applicable fire apparatus maintenance standards.

Nothing in this Agreement shall require the City to perform services beyond available staffing, facility capacity, or operational priorities. The City is not a party to the IGSA and is not bound by the terms of the IGSA.

4. Billing, and Invoicing

The City shall invoice the YCAA for services performed. Invoices may include labor, diagnostics, inspection time, subcontractor costs, consumables parts and materials.

Invoicing. The City may submit invoices monthly or upon completion of major repairs. Invoices shall include supporting documentation identifying work performed.

Payment. YCAA shall remit payment within **thirty (30) days** after receipt of a City invoice unless disputed in writing.

5. Authorization of Repairs. The City shall communicate repair findings and estimated costs to the YCAA. The YCAA shall designate authorized personnel for approval of repairs exceeding mutually agreed thresholds. Nothing in this Agreement shall obligate the City to perform work that has not been authorized.

6. Records and Documentation. The City shall maintain service records documenting maintenance performed. The City shall provide reasonable documentation necessary for the YCAA's administration of its federal IGSA.

7. Rework and Additional Labor. All mechanic labor performed by the City shall be billable, including but not limited to: diagnostics, troubleshooting, repair work, follow-up work, additional labor associated with previously identified deficiencies. No labor shall be presumed to be no-cost warranty work unless expressly agreed in writing by the Parties.

8. Authorization. The governing bodies of the City and the YCAA approved this Agreement and authorize and direct the undersigned to execute this Agreement.

9. Conflict of Interest. This Agreement is subject to the conflict-of-interest provisions of A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

10. Termination. This Agreement shall terminate upon the completion of an Agreement between the United States Government for the same services for YPG or upon written agreement between the Parties, whichever occurs first.

11. Compliance with Law. The YCAA and the City will comply with all Federal, State, and Local Laws and Ordinances applicable to its performance under this Agreement.

12. Attorney Fees and Costs. If an action or proceeding is brought for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court.

13. Severability. If any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be enforceable.

14. Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by the City or the YCAA, or either of their agents which is not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and executed by the Parties.

15. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither the City nor the YCAA is the principal or agent of the other.

16. Hold Harmless/Indemnification Clause. Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (collectively referred to as “claims”) arising out of the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers-

17. Notices. All notices or demands upon the City or the YCAA to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of Yuma
Public Works Director

155 W. 14th Street
Yuma, Arizona 85364

Yuma County Airport Authority, Inc.
Airport Director

2191 E. 32nd Street, STE 218
Yuma, Arizona 85365

18. Employment Eligibility. The City and the YCAA warrant and shall require all subcontractors to warrant compliance with all federal immigration laws, regulations that relate to employees, and A.R.S. § 23-214 relating to the verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and subject to termination of this Agreement. The Parties retain the legal right to inspect the-documents of any Party to ensure that the other Party or its subcontractors are complying with the warranty.

19. Third-Party Beneficiaries. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

Nothing expressed in this Agreement shall impose any standard of care different from the standard of care imposed by law.

20. Assignment. This Agreement is not assignable without the mutual written consent of both Parties.

21. Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks or refuses jurisdiction over such action and the United States District Court for the District of Arizona accepts venue at the John M. Roll United States Courthouse). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove such action.

22. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument.

23. Insurance. Each Party acknowledges and agrees that the other Party is self-insured or maintains adequate insurance under a self-insured retention.

IN WITNESS WHEREOF, this Agreement has been executed on the dates and year below.

DATE: _____, 2026

DATE: _____, 2026

CITY OF YUMA

**YUMA COUNTY AIRPORT
AUTHORITY, INC.**

John D. Simonton
Acting City Administrator

Gladys Brown, CM, CAE
Airport Director

ATTEST:

ATTEST:

Janet L. Pierson
City Clerk

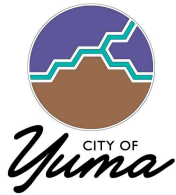
Andrea Lopez
Executive Assistant

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and City Charter to the City of Yuma.

Richard W. Files, City Attorney

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

Kesia Morrison, Deputy County Attorney, Civil Division



City of Yuma

City Council Report

File #: O2026-019

Agenda Date: 6/17/2026

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: City Administration	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction
DIVISION: Finance	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input checked="" type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Adopt the Fiscal Year 2027 City of Yuma Primary Property Tax Levy, the Main Street Mall and Off-Street Parking Maintenance District No. 1 Property Tax Levy, and 13 Municipal Improvement District Tax Levies

SUMMARY RECOMMENDATION:

Adopt the Fiscal Year 2027 Primary Property Tax Levy, the Main Street Mall and Off Street Parking Maintenance District No. 1 Property Tax Levy, and 13 Municipal Tax Levies. (Administration/Finance) (Jay Simonton/Douglas W. Allen)

STRATEGIC OUTCOME:

The community relies on the City to provide core and other necessary services consistent with City Council's strategic outcome of Respected and Responsible.

REPORT:

The City of Yuma Fiscal Year 2027 Adopted Annual Budget is based in part upon an estimated primary property tax levy that is anticipated to raise \$18,020,950 in tax revenue. This estimate is derived from the assessed valuation as of February 2026 provided by the Yuma County Assessor and multiplied by a tax rate of \$2.1321 on each \$100.00 of assessed valuation. The FY 2027 tax rate is the same tax rate as FY 2026, FY 2025, and FY 2024. City Council adoption of this ordinance reflects an increased tax levy of \$401,957 from new construction.

The levy ordinance for introduction is drafted at the maximum allowed levy for FY 2027 as posted for the truth-in-taxation public hearing notice. At the conclusion of the public hearing, City Council will have a roll call vote on the levy amount. The levy approved by City Council with the roll call vote will be the rate introduced in the Ordinance.

There has been no secondary property tax levy since 1992.

The tax rate for the Main Street Mall and Off-Street Parking Maintenance District No. 1 is \$4.4250 on each \$100.00 of assessed valuation, which is higher than the Fiscal Year 2026 tax rate of \$4.3500. The levy is anticipated to decrease approximately \$1,238 in tax revenue in Fiscal Year 2027. The City of Yuma will also contribute approximately \$250,790 to District No. 1 Mall Maintenance in Fiscal Year 2027.

The City will assess 13 Municipal Improvement Districts. The districts, their associated rates and levy are as follows:

Improvement District	Tax Rate	Tax Levy
Park West Units 4 and 5	\$ 0.7000	\$ 30,401
Cielo Verde Unit 3 Phases 1 and 2	0.5000	8,716
Desert Sky Unit 1	1.5000	77,696
Saguaro Units 3 and 4	0.3500	21,150
Driftwood Ranch Units 1 and 2	0.2500	14,941
Livingston Ranch Unit No. 2	1.5000	43,837
Desert Sands Unit No. 1	1.4000	35,149
Villa Serena Unit No. 1	1.8000	17,609
Araby North Subdivision	1.8000	7,055
Autumn Valley Subdivision	1.8000	6,852
La Estancia Subdivision	1.4000	49,591
Santana Sub Units 1-4	1.8000	56,430
La Vida	1.8000	53,787

The statutory combined Public Hearings on the Budget and tax levies were held on June 17, 2026, and subsequently City Council adopted the Final Budget of Estimated Revenues and Expenditures for Fiscal Year 2027 by Resolution. Introducing and adopting this tax levy ordinance will complete the Fiscal Year 2027 Budget process in accordance with state law and the Yuma City Charter.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	-	

FISCAL IMPACT STATEMENT:

N/A

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk’s Office
- Document to be recorded

Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/09/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/08/2026

ORDINANCE NO. O2026-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, FIXING, LEVYING, AND ASSESSING PRIMARY PROPERTY TAXES UPON PROPERTY WITHIN THE CITY OF YUMA SUBJECT TO TAXATION, EACH IN A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS OF VALUATION, SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE FISCAL YEAR 2027 LESS THE AMOUNTS ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE AND THE UNENCUMBERED BALANCES FROM THE PREVIOUS FISCAL YEAR, PROVIDING A GENERAL FUND; AND FIXING, LEVYING, AND ASSESSING UPON PROPERTY SUBJECT TO TAXATION WITHIN THE BOUNDARIES OF EACH OF THE RESPECTIVE MAINTENANCE IMPROVEMENT DISTRICTS NUMBERED 100, 102, 104, 107, 108, 109, 110, 111, 112, 113, 115, 120, 124 AND ALSO UPON PROPERTY SUBJECT TO TAXATION WITHIN THE BOUNDARIES OF THE MAIN STREET MALL AND OFF STREET PARKING MAINTENANCE DISTRICT NO. 1, EACH IN A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS OF VALUATION, SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED FOR THE OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF THE FACILITIES OF SAID DISTRICT, ALL FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, pursuant to the laws of the State of Arizona and Article XIII, Section 6 of the Charter of the City of Yuma, the City Council is required, following the public hearing and adoption of estimates of proposed revenues and expenditures for Fiscal Year 2027 to fix, levy, and assess a primary rate of taxation upon each one hundred dollars (\$100.00) of the assessed valuation of all real and personal property subject to taxation within the City sufficient to raise the amount estimated to be required in the annual budget, less the amounts estimated to be received from all other sources of revenue and unencumbered balances from the previous fiscal year; to pay municipal expenses during Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027; and,

WHEREAS, pursuant to the laws of the State of Arizona, the City Council is required, following the public hearing and adoption of estimates of proposed revenues and expenditures for each of the maintenance improvement districts and the Main Street Mall and Off Street Parking Maintenance District No. 1 for Fiscal Year 2027, to fix, levy, and assess a rate of taxation upon each one hundred dollars (\$100.00) of the assessed valuation of all real and personal property included in the district and subject to taxation within the district, sufficient to raise the amount estimated to be required for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 20, 2027; and,

WHEREAS, the combined public hearing for the purpose of hearing taxpayers was held on June 17, 2026 after which a meeting was duly convened in which an estimate of revenue and expenditures was adopted by the City Council in final form for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027; and,

WHEREAS, the County of Yuma is the assessing and collecting authority for the City of Yuma.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Yuma as follows:

SECTION 1: There is hereby levied a primary tax rate of \$2.1321 on each one hundred dollars (\$100.00) of assessed valuation on all property, both real and personal, within the corporate limits of the City of Yuma, except such property as may be by law exempt from taxation, for the purpose of providing a General Fund for the City of Yuma, for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027. Should such tax rate exceed the maximum allowable by law, the rate shall be reduced to such maximum allowable rate.

SECTION 2: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$4.4250 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Main Street Mall and Off Street Parking Maintenance District No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 3: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.7000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 100, Park West Units 4 and 5, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 4: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.5000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 102, Cielo Verde Unit 3 Phases 1 and 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 5: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.5000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 104, Desert Sky Unit 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 6: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.3500 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 107, Saguaro Units 3 and 4, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 7: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.2500 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 108, Driftwood Ranch Units 1 and 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 8: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.5000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 109, Livingston Ranch Unit No. 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 9: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.4000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 110, Desert Sands Unit No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 10: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 111, Villa Serena Unit No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 11: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 112, Araby North Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 12: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 113, Autumn Valley Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 13: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of

\$1.4000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 115, La Estancia Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 14: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 120, Santana Subdivision Units 1-4, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 15: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 124, La Vida, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2027 beginning July 1, 2026 and ending June 30, 2027.

SECTION 16: The taxes assessed and levied in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of this Ordinance are, and shall become, due and payable to the County Treasurer, and Ex-officio Tax Collector of Yuma County, at the Yuma County Treasurer's Office in the City of Yuma in the same manner and in the same time as provided by law for the collection and payment of State and County taxes.

SECTION 17: The City Clerk is authorized and directed to cause certified copies of this Ordinance to be forthwith personally delivered to the Yuma County Treasurer and the Chairman of the Board of Supervisors of Yuma County, Arizona, and to cause this Ordinance to be published once in the official newspaper of the City of Yuma published and circulated in the City of Yuma.

Adopted this _____ day of July, 2026.

APPROVED:

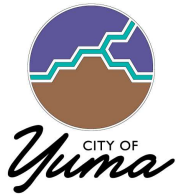
Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2026-021

Agenda Date: 7/1/2026

Agenda #: 1.

DEPARTMENT: Municipal Court	STRATEGIC OUTCOMES	ACTION
DIVISION: Administration	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Compensation and Benefits for Presiding Municipal Judge

SUMMARY RECOMMENDATION:

Establish compensation and benefits for the office of Presiding Municipal Judge from and after January 1, 2027. (Municipal Court) (Del Miller)

STRATEGIC OUTCOME:

The action supports City Council’s Respected and Responsible strategic outcome by aligning the Presiding Municipal Judge’s salary with compensation of other City employees and Judicial Officers in the state.

REPORT:

Article XI, Section 3(a) of the Yuma City Charter authorizes the Yuma City Council to establish, by ordinance, the compensation to be paid to the Presiding Municipal Judge position.

The current Municipal Judge’s term will expire December 31, 2026; therefore, the ordinance will establish the level of compensation for the Municipal Judge elected at the 2026 City Election for the term of office that begins January 1, 2027.

The current salary for Presiding Municipal Judge is \$138,908.00 established in 2022 through Ordinance O2022-030. Since that salary was set, the State of Arizona has set Superior Court judge salaries at \$200,000.00 per year and Justice Court judges, who do not require a law degree or admission to the state bar, earn up to a maximum of 70% of a Superior Court judge, depending on the number of cases and workload completed.

As another benchmark, the reported salaries of presiding municipal judges in Arizona cities range from \$170,995.20 in Tucson to \$232,336.00 in Phoenix. Like City Council members, Municipal Court Judge salaries cannot be increased or decreased during their term in office due to an Arizona Constitutional and City Charter provision prohibiting either an increase or decrease in compensation during the term of office.

This proposed increase for the Presiding Municipal Judge salary sets the salary at \$170,000.00 or 85% of a state Superior Court judge’s salary. The change takes effect January 1, 2027, when the new Presiding Municipal Judge takes Office and recognizes that the salary cannot change for the next four years.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$170,000.00	AVAILABLE TO TRANSFER:	\$ 170,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$170,000.00	-	

FISCAL IMPACT STATEMENT:

This amount is in the City Council approved budget.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

ORDINANCE NO. O2026-021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, FIXING COMPENSATION AND BENEFITS FOR THE OFFICE OF PRESIDING MUNICIPAL JUDGE FROM AND AFTER JANUARY 1, 2027

WHEREAS, Article XI, Section 3 of the Yuma City Charter provides that the compensation for the Presiding Municipal Judge is to be set by ordinance of the City Council “and shall not be increased or diminished” after their election or during their term of office, pursuant to both the City Charter and the Arizona Constitution; and,

WHEREAS, Ordinance O2022-030, last established the compensation of the Presiding Municipal Judge whose term is to expire on December 31, 2026. Therefore, there is a need to establish compensation for the next term of that elected position.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Yuma as follows:

SECTION 1: The annual salary of Yuma’s Presiding Municipal Judge declared elected as of the General Election on November 3, 2026, shall be set at \$170,000.00 from and after January 1, 2027.

SECTION 2: In addition to the salary compensation set forth in Section 1, the Presiding Municipal Judge shall receive benefits of Social Security, the appropriate retirement plan as provided by state law, and Worker’s Compensation in accordance with state and federal law, for each year of the term to which the Judge is elected.

SECTION 3: The Presiding Municipal Judge shall be eligible for all fringe benefits received by full-time City employees including, but not limited to, eligibility for participation in the City's group health insurance, deferred compensation programs, and statutory sick leave benefits. The Presiding Municipal Judge shall also be eligible for General Leave accrual set forth in the City of Yuma Administrative Regulations at a pay period accrual rate, annual accrual amount, and maximum accrual equal to a five-year, full-time City employee (Tier 2) or actual time in service as Yuma’s Presiding Municipal Judge, whichever is greater.

SECTION 4: Upon the Presiding Municipal Judge's non-retention by the voters, retirement, or separation from employment, the balance of the Municipal Judge's accrued, unused General Leave will be paid to the Presiding Municipal Judge at the hourly rate at the time of separation of service as set forth in the City of Yuma Administrative Regulations.

SECTION 5: Upon the Presiding Municipal Judge's non-retention by the voters, retirement, or separation from employment, a percentage of the Presiding Municipal Judge's accrued, unused sick leave balance will be paid to the Presiding Municipal Judge at the time of separation of service as set forth in the City of Yuma Administrative Regulations equal to a five-year, full-time City employee (Tier 2) or actual time in service as Yuma’s Presiding Municipal Judge, whichever is greater.

SECTION 6: This ordinance shall supersede Ordinance 02022-030.

Adopted this _____ day of _____, 2026.

APPROVED:

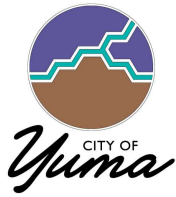
Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2026-022

Agenda Date: 7/1/2026

Agenda #: 2.

DEPARTMENT: Engineering	STRATEGIC OUTCOMES	ACTION
DIVISION: Engineering	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible <input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Right-of-Way Acceptance: Eastbound I-8 Frontage Road (Gila Ridge Road)

SUMMARY RECOMMENDATION:

Accept Arizona Department of Transportation (ADOT) right-of-way transfer of approximately 2.5 miles of the eastbound Interstate 8 frontage road (Gila Ridge Road), between Avenue 4E and Araby Road. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This acceptance supports the City Council's strategic outcome of Respected and Responsible by ensuring safe, reliable and locally managed transportation infrastructure. Accepting ownership, jurisdiction, and maintenance responsibilities for this segment of roadway through the execution of the Highway Easement Deed 9HED SW 007, conveys the federal right-of-way necessary for this corridor and fulfills the obligations outlined in the Intergovernmental Agreement (IGA) 24-0009698-I. This roadway segment serves as a vital corridor for local access and regional traffic circulation. Continued maintenance of this segment enhances safety and operational consistency for businesses and the traveling public.

REPORT:

The Arizona Department of Transportation will transfer ownership, jurisdiction, and maintenance responsibility for the eastbound frontage road (Gila Ridge Road) along Interstate 8, between Avenue 4E and Araby Road, a distance of approximately 2.5 miles. As outlined in Intergovernmental Agreement (IGA) 24-0009698-I, the City of Yuma agreed to accept this roadway segment upon abandonment.

The IGA was executed in connection with the State's AZ SMART program, which provides match assistance for the Yuma Multi-Modal Transportation Center project. While the funding elements of the IGA are not part of this ordinance action, the transfer and subsequent acceptance of the frontage road were specifically included as obligations within the agreement.

Acceptance and execution of the Highway Easement Deed (HED SW 007) completes the federal land conveyance required for this roadway segment. The easement grants the City the right-of-way for construction, operation, and maintenance of the eastbound Interstate 8 frontage road across federal lands under the jurisdiction of the Bureau of Land Management, subject to the terms and conditions contained in the deed.

This ordinance formalizes the City’s acceptance of the right-of-way and authorizes City responsibility for ongoing operation and maintenance.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	N/A	

FISCAL IMPACT STATEMENT:

Acceptance of this right of way will result in the City assuming full responsibility for ongoing operations, repairs, and maintenance of this 2.5 mile roadway segment. No immediate capital expense is anticipated, but normal roadway maintenance activities will become a recurring obligation for the City’s Streets Division.

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

- Department
- City Clerk’s Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 06/23/2026
Reviewed by City Attorney: Richard W. Files	Date: 06/22/2026

PROJECTS: I-8-1(41)6
SECTIONS: ARABY
PARCELS: 14-114
BLM# A 609

EXEMPT PER A.R.S. 11-1134-A2

HIGHWAY EASEMENT DEED

THIS DEED made this _____ day of _____, 20 ____, by and between the **UNITED STATES OF AMERICA**, acting by and through the **Department of Transportation, Federal Highway Administration**, hereinafter referred to as **DEPARTMENT**, and the **CITY OF YUMA, a municipal corporation**, hereinafter referred to as the **GRANTEE**:

WITNESSETH:

WHEREAS, the **GRANTEE** has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (*23 U.S.C. Section 107(d)*), for the right-of-way of a highway over certain federal land under the jurisdiction of the Department of the Interior – Bureau of Land Management, hereinafter referred to as Bureau of Land Management, in the State of Arizona; and

WHEREAS, the Arizona Division Administrator of the Federal Highway Administration, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for construction, operation and maintenance of the Yuma Multi-Modal Transportation Center, ADOT CAR No.: IGA 24-0009698-I, ADOT Project No. T0580 01C, TIP/STIP No. YU-22-11, AG Contract No. P0012024001728, ADOT Disposal D-SW-007, being a portion of the Eastbound Frontage Road (Gila Ridge Road) along Interstate 8 in Yuma, Arizona; and

WHEREAS, the Department of Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the **DEPARTMENT** of an easement over the land to the **GRANTEE**;

(continued)

NOW THEREFORE, the **DEPARTMENT**, as authorized by law, does hereby grant to the **GRANTEE** an easement for right-of-way for the construction, operation, and maintenance of a highway (including control of access thereto from adjoining lands, if interstate or other controlled access) and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land within the United States in the County of Yuma, State of Arizona, Gila and Salt River Meridian:

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTION</u>	<u>SUBDIVISION</u>
9 South	22 West	5	SW ¹ / ₄ NW ¹ / ₄
		6	Lots 1, 2, & 3, S ¹ / ₂ NE ¹ / ₄

As shown on the right of way plans for projects Project I-8-1(41)6 / Araby, on file in the office of the State Engineer at Phoenix, Arizona.

Subject, however, to the following terms and conditions:

1. This easement is subject to outstanding valid claims, if any, existing on the date of this deed, and the **GRANTEE** shall obtain such permission as may be necessary on account of any such claims;
2. Unless an alternative agreement is reached between the **GRANTEE** and **DEPARTMENT** and documented in writing and recorded in the office of the applicable County Recorder, the easement herein granted shall terminate 10 years from the date of execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such period;
3. The design, construction, operation and maintenance of highway projects situated on this right-of-way, will be in accordance with the provisions of Title 23, U.S.C. – Highways, and amendments; applicable State laws; the construction specifications of the Arizona Department of Transportation as approved by the Federal Highway Administration for use on Federal-aid projects; and the Memorandum of Understanding between the Arizona Department of Transportation and the Arizona Divisions of the Federal Highway Administration and the Bureau of Land Management, dated April 23, 2003, as amended.

(continued)

4. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any right for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23, U.S.C., and amendments, and the Federal Highway Administration Regulations issued pursuant thereto; or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration and **GRANTEE** shall be consulted prior to the exercise of such rights; and Provided further, that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits [except that such signs shall not be located on the right of way of an Interstate System];
5. Grantee may not assign its rights hereunder without the proper written approval of the **DEPARTMENT** and the Bureau of Land Management.
6. When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the **GRANTEE** shall give notice of that fact to the **DEPARTMENT** and, Bureau of Land Management, the rights herein granted shall terminate and land shall immediately revert to the Department of Interior, or assigns.
7. Prior to reversion of termination of this easement, **GRANTEE** shall remove, within a reasonable time, any structures and improvements, and shall restore the site to a condition satisfactory to the BLM Field Manager, unless an alternative agreement is reached by both parties and documented in writing. If **GRANTEE**, within a reasonable period, fails to remove the structures or improvements and restore the area, or to implement the alternative agreement, the BLM Field Manager may order the removal and disposal of any improvements and restore the area at **GRANTEE** expense.

The **GRANTEE**, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

- a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such land hereby conveyed;

(continued)

- b. The **GRANTEE**, shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above-mentioned nondiscrimination conditions, the **DEPARTMENT** shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to the Department of Interior, or assigns, as such interest existed prior to this instrument.

(continued)

IN WITNESS WHEREOF, I, _____, Arizona Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
Arizona Division Administrator

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for the State of _____, do hereby certify that on this the ____ day _____, 20 ____, before me personally appeared _____, Arizona Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of _____, 20 ____, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Arizona Division Administrator, Federal Highway Administration.

Witness my hand and seal this ____ day of _____, 20 ____

Notary Public

(SEAL)

Commission Expires _____

(continued)

In compliance with the conditions set forth in the foregoing deed, the **CITY OF YUMA**, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Accepted this ____ day of _____, 20 ____.

By _____
City of Yuma

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she in his/her capacity as _____, City of Yuma, executed the same voluntarily on this day.

Given under my hand and seal of office this _____ day of _____, 20 ____.

Notary Public

(SEAL)

My Commission Expires _____

APPROVAL

This Highway Easement Deed has been reviewed by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Yuma. No opinion is expressed as to the authority of the remaining parties, other than the City or its departments, to enter into said agreement.

(Name)
City Attorney

Date

* * *

ADOT CAR No.: IGA 24-0009698-1
AG Contract No.: P0012024001728
Project Location/Name: Yuma Multi-
Modal Transportation Center
Type of Work: MMTC Development
Federal-aid No.: NA
ADOT Project No.: T0580 01C
TIP/STIP No.: YU-22-11
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: AZ SMART

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT ("Agreement") is entered into this date March 28, 2025, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. §§ 28-339 and 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects.

5. The City was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).
6. The City is the successful direct recipient of a 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant to transform the Hotel Del Sol into a Multi-Modal Transportation Center (MMTC) for the Yuma Region (the "Project"). The purpose of this Agreement is for the State to reimburse the City an amount not to exceed \$3,537,057 of eligible AZ SMART match funds for the Project, as shown on Exhibit A, and for the City to accept the abandonment of right of way of the east-bound frontage road (Gila Ridge Road) along Interstate 8 (I-8), approximately 2.5 miles, between the Engineering Stations, as depicted in Exhibit B.
7. After execution of this Agreement and with the approval of the State Transportation Board, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the area shown in Exhibit B to the City. The City agrees to waive the requirements of A.R.S. § 28-7209.
8. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. To adhere to A.R.S. § 28-339.
 - b. The City will enter into a GA with FHWA that identifies the RAISE grant requirements, as shown on Exhibit C. The City will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.
 - c. The City will coordinate with the State as requested by ADOT on the Project documents, reports, and activities.
2. The State will:
 - a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the City for eligible match on costs incurred, at the applicable prorata match detailed in the GA, in an amount not to exceed \$3,537,057, the amount of the AZ SMART Funds approved and programmed for the Project.
 - b. After execution of this Agreement and with approval by Resolution of the State Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit B.

3. The City will:
 - a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Payment Report Form, Exhibit D, and documentation of payment for eligible costs incurred for the Project, less the City's prorata match, not to exceed \$3,537,057, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.
 - c. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.
 - d. Submit to ADOT the Closeout Letter, as shown on Exhibit E, with the final invoice request.
 - e. Waive the requirements of A.R.S. § 28-7209.
 - f. After execution of this Agreement and with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit B.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to this Agreement will only occur with the mutual written consent of all Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be cancelled at any time by any Party prior to the exchange of any AZ SMART Funds and after 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs paid by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the City.
5. **Indemnification.** The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission,

professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the City. The City is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Single Audit. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
ADOT - FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.
12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Applicant acknowledges and will comply with Title VI of the Civil Rights Act of

1964.

- 14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
- 15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
- 18. Contractor Certifications. The City shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
- 19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
IPABranch@azdot.gov

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

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

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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

CITY OF YUMA


By  Date 3/20/2025
JOHN D. SIMONTON
City Administrator

ATTEST:

By  Date 3/20/2025
LYNDA BUSHONG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement among the State of Arizona, acting by and through its Department of Transportation and the City of Yuma an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

By  Date 3/20/2025
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By *Iqbal Hossain* _____ Date 3/28/2025
F461CFD580FA4DD.
IQBAL HOSSAIN, PE
Acting Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

Signed by:
By *Daniel Benjin* _____ Date 3/28/2025
8D316FBECFEB476...
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0580 01C

The Project costs are estimated as follows:

*** Grant Match:**

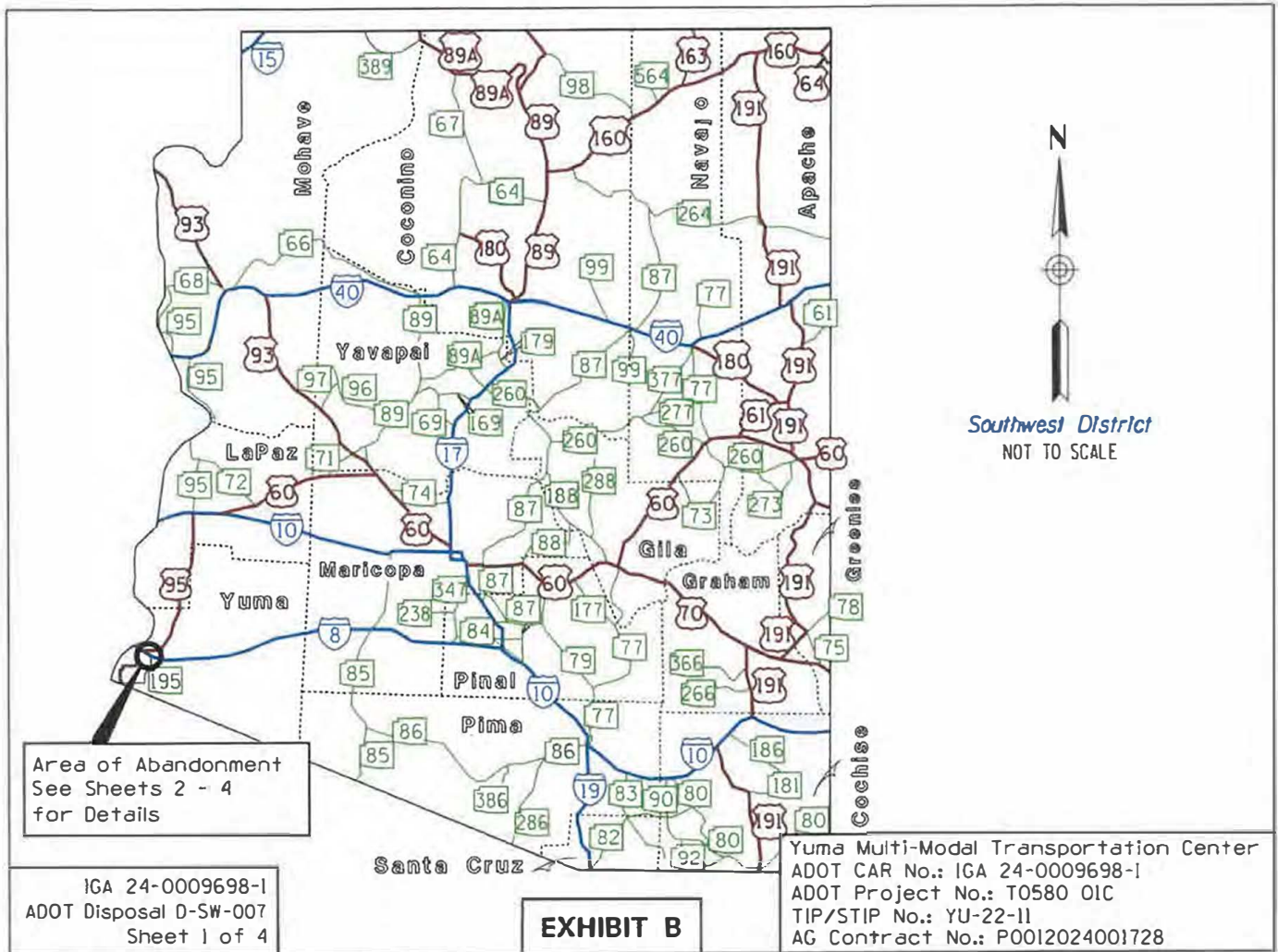
AZ SMART Funds @ 100%

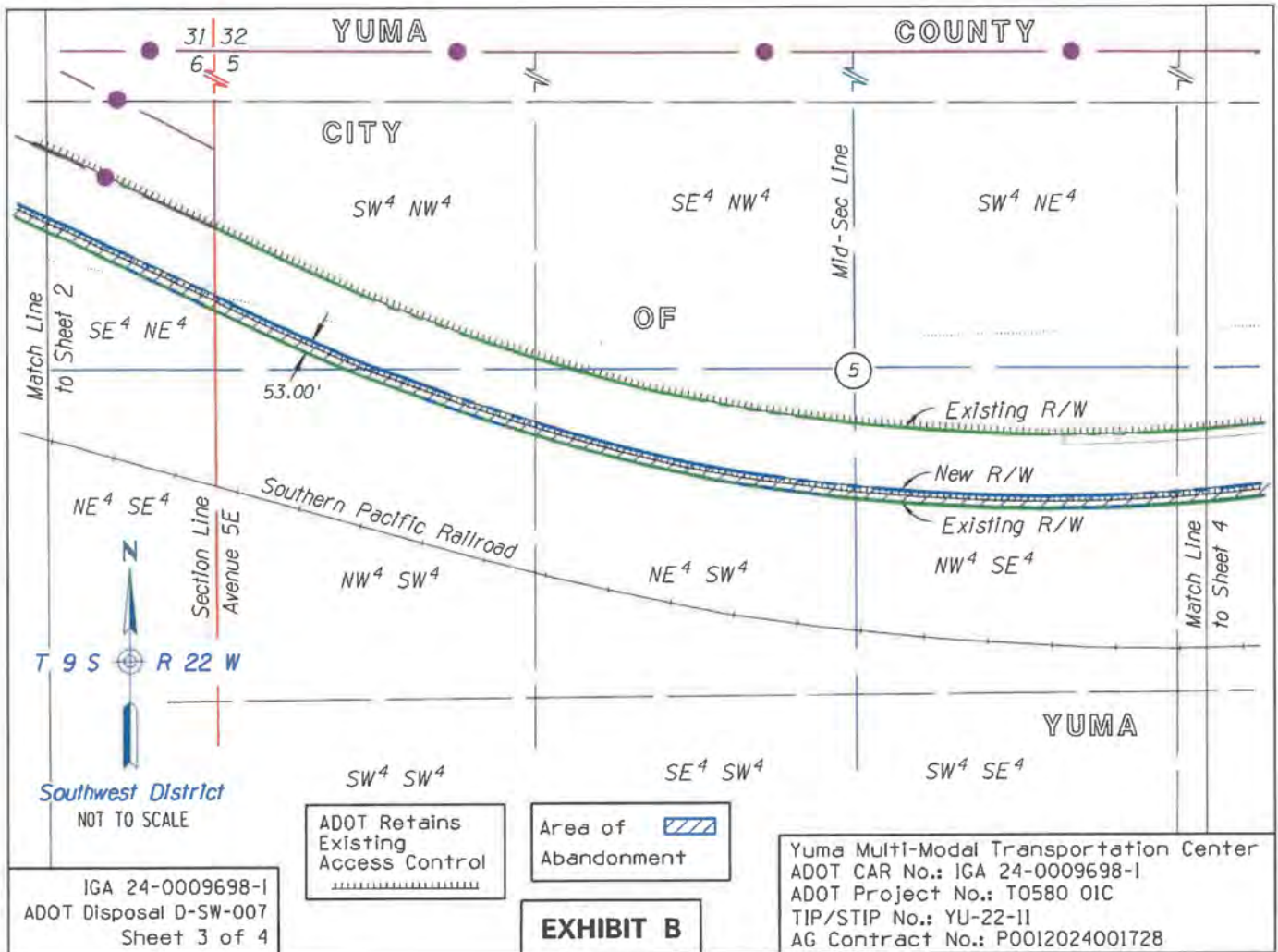
\$ 3,537,057

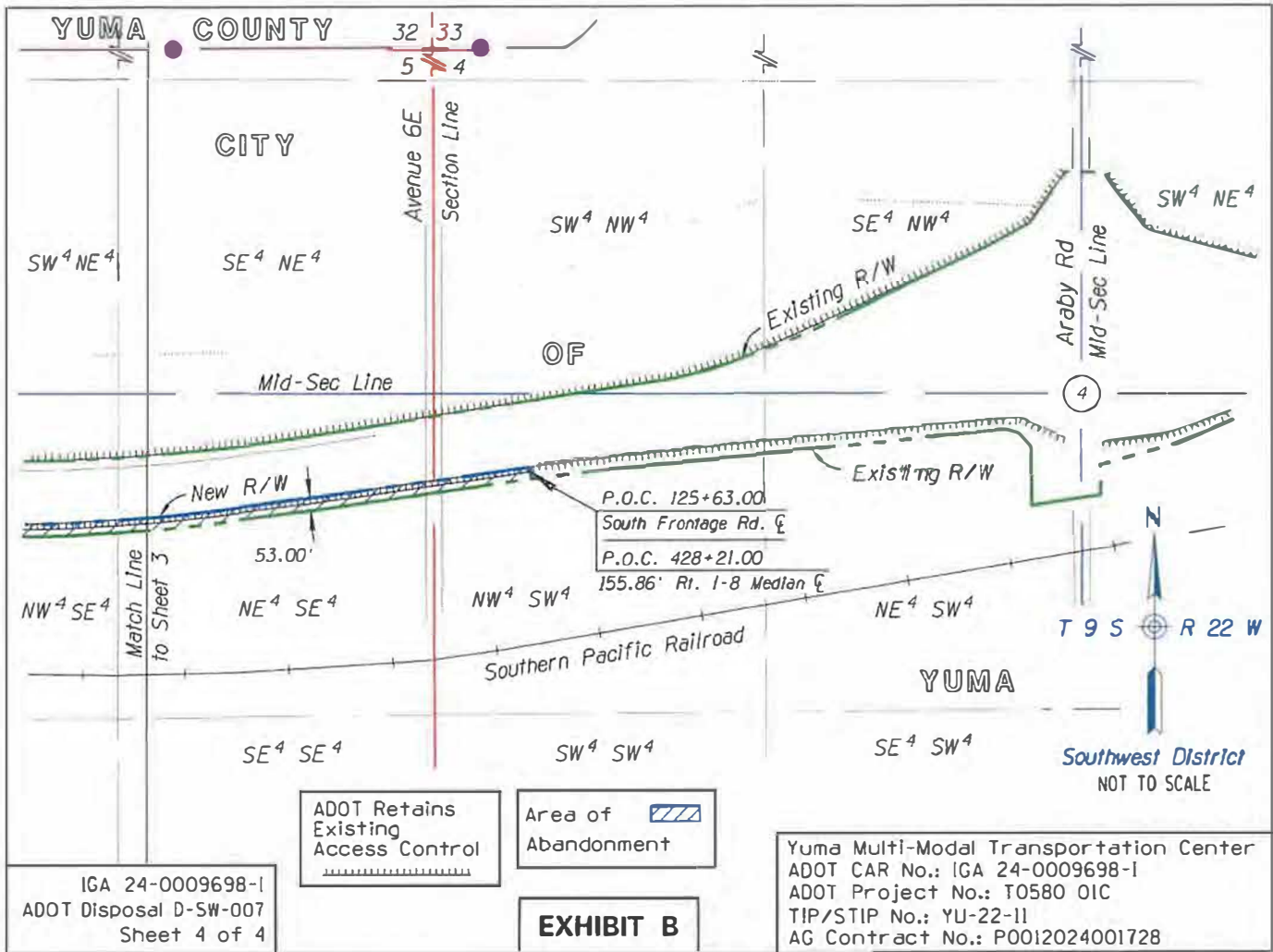
Total Federal Funds

\$ 3,537,057

* AZ SMART match funds are reimbursable; as a result ADOT will not invoice the Local Agency for the AZ SMART funds.







U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2021 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Yuma (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Yuma Multimodal Transportation Center.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FTA Projects,” dated June 7, 2022, which is available at <http://go.usa.gov/xJkjt>. Articles 8–31 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Yuma Multi-Modal Transportation Center

Application Date: July 12, 2021

2.2 Award Amount.

RAISE Grant Amount: \$10,614,225

2.3 Award Dates.

Budget Period End Date: 08/30/2029

Period of Performance End Date: 08/30/2029

2.4 Urban or Rural Designation.

Urban-Rural Designation: Rural

2.5 Capital or Planning Designation.

Capital-Planning Designation: Capital

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number:

AZ-2024-027

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project converts a historic building in downtown Yuma into a regional transfer hub and central, multi-modal transit center for commuter rail, intercity bus, local public transit, and ridesharing. The project includes a renovated pedestrian pathway to Amtrak, bus bays for Greyhound and Yuma Area Transit, transit administration offices, ticket counters and kiosks, a waiting area for taxis, van pools, private shuttles, and rideshare, as well as improved facilities for transit users.

3.2 Project’s Estimated Schedule.

Milestone	Schedule Date
Planned Finalization of Construction Documents and Drawings Date:	02/01/2025
Planned Construction Contract Award Date:	07/31/2025
Planned Construction Start Date:	08/15/2025
Planned Construction Substantial Completion Date:	01/31/2029
Planned Revenue Service Date:	03/31/2029
Planned Project Closeout:	09/30/2029

3.3 Project’s Estimated Budget.

Eligible Project Costs	
RAISE Grant Amount:	\$10,614,225
Other Federal Funds:	\$476,872
Non-Federal Funds:	\$7,169,524
Total Eligible Project Cost:	\$18,260,621

Note: Other Federal Funds are FTA 5307.

**ARTICLE 4
CRITICAL MILESTONE DEADLINES**

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 17.1(a) on some conditions related to the Project’s estimated schedule, as listed in section 3.2.

**ARTICLE 5
PARTY INFORMATION**

5.1 Recipient’s Unique Entity Identifier.

Recipient’s Unique Entity Identifier: GN4ZBTUNCN83

5.2 Recipient Contact(s).

Alex Tipton
CIP Manager
City of Yuma
155 W. 14th Street, Yuma, AZ 85364
928.373.4510
alex.tipton@yumaaz.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Samuel Diaz
General Engineer
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(202) 366-3057
samuel.diaz@dot.gov

Charlene Lee Lorenzo
Senior Director, Southern CA Office
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(213) 202-3952
charlene.leelorenzo@dot.gov

**ARTICLE 6
USDOT ADMINISTRATIVE INFORMATION**

6.1 Payment System.

USDOT Payment System: ECHO

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

**ARTICLE 7
SPECIAL GRANT TERMS**

There are no special terms for this award.

ATTACHMENT A STATEMENT OF WORK

The new multimodal transportation center (MMTC) will be the primary regional transfer hub for all arriving and departing Amtrak and Greyhound passengers of the Yuma Region and will serve as YCAT's Downtown Transit Center. Additionally, this development will include office space and public service counters for the Yuma County Intergovernmental Transportation Authority (YCIPTA) staff, thus eliminating the need for riders to travel to multiple locations for transportation and ticketing services.

The MMTC will feature:

- New pedestrian pathway to Amtrak, bus bays for arriving and departing Greyhound and YCAT vehicles, YCAT On-Call Americans with Disabilities Act (ADA) paratransit, and waiting areas for taxis, van pools, rideshare and private shuttles traveling to various intercity destinations including, Phoenix Sky Harbor International Airport, Phoenix-Mesa Gateway Airport, Tucson, and Nogales, AZ., and locations in Mexico, etc. The one-stop MMTC will allow individuals to purchase tickets for Amtrak, Greyhound, and local bus services directly from YCIPTA or by using public ticketing kiosks. On-site security and assistance, restrooms, vendor space, water fountains and secure seating areas will be included in the development to accommodate passengers.
- The MMTC will also offer operator break facilities; bike racks, lockers, and a bicycle repair station to accommodate bicycling patrons; and free public parking accommodations.
- The second and third floors of the site will be left undeveloped. Any upgrades to the second and third floors using RAISE funding will only support the building's structural integrity and any electrical or mechanical upgrades needed to ensure the safety and security of the building and its occupants. Any additional modifications or development of the second and third floor will be funded separately through a public- private partnership as part of the City's aggressive downtown economic investment plan.

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$3,877,261		\$3,877,261
Architectural and engineering fees	\$214,753		\$214,753
Other architectural and engineering fees	\$148,882		\$148,882
Project inspection fees	\$54,763		\$54,763
Site work	\$1,197,284		\$1,197,284
Demolition and removal	\$796,488		\$796,488
Construction	\$6,378,019		\$6,378,019
Equipment	\$162,037		\$162,037
Miscellaneous	\$2,964,845		\$2,964,845
Contingency	\$2,466,289		\$2,466,289
Project Total	\$18,260,621		\$18,260,261

**ATTACHMENT C
PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Yuma County Multimodal Transportation Center

Baseline Measurement Date: 05/15/2025

Baseline Report Date: 09/15/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
<p>Equitable Access to Jobs (Total Jobs Accessible within 30 Minutes of Travel)</p>	<p>Economic Competitiveness and Opportunity, Quality of Life, Mobility and Community Connectivity Total jobs assessable within 30 minutes of travel may be disaggregated by mode (bicycles, pedestrians, transit, or rail) that best aligns with project purpose.</p>	<p>Annual</p>
<p>Unlinked Passenger Trips (Ridership) (Total Boardings per Year)</p>	<p>Mobility and Community Connectivity, Quality of Life Unlinked Passenger Trips (UPT) are the number of boardings on a public transportation vehicle during the year. The total for the project study area must be reported, but reporting can also be disaggregated by route, station, or facility. Reporting can also be disaggregated by rider characteristic to the extent that it is voluntarily reported by riders and aligns with a specific project purpose.</p>	<p>Quarterly</p>

**ATTACHMENT D
CHANGES FROM APPLICATION**

Scope: During the design phase of the project, it was determined that transforming the first floor of the Hotel del Sol provided numerous structural engineering and constructability challenges. The undertaking now includes removing the entire building except for the existing northern and eastern façade. The exterior elements (the northern and eastern façade) will remain in place, keeping the distinctive historic downtown Yuma characteristics. Prior to demolition, historic elements will be removed from the building, curated, and incorporated into a new lobby display open to the public.

Schedule: The design and preconstruction phase of the project experienced significant delays due to the project causing an adverse effect on the Hotel del Sol property. Therefore, there were extended conversations with the Arizona State Historic Preservation Office (SHPO) on the different options to preserve as many historical features of the building as possible. It was determined that the original design of rehabilitating and maintaining the existing Hotel del Sol structure was excessively destructive to the historic preservation effort and a new undertaking option of partial restoration was chosen.

The construction phase of the project has extended as well due to the various supply chain issues that the construction market has faced in recent years.

The table below compares the application schedule to the current schedule.

Milestone	Application Date	Section 3.2 Date
Planned Finalization of Construction Documents and Drawings Date:	11/18/2021	02/01/2025
Planned Construction Contract Award Date:	02/16/2022	07/31/2025
Planned Construction Start Date:	02/16/2022	08/15/2025
Planned Construction Substantial Completion Date:	04/12/2023	01/31/2029
Planned Revenue Service Date:	06/15/2023	03/31/2029
Planned Project Closeout:	09/30/2023	09/30/2029

Budget: The City of Yuma was able to secure additional state funding in the amount of \$3.6 million, through AZSMART funding, to provide matching funds assistance for the completion of the project. In addition, approximately \$476,000 in FTA 5307 funds were added to the project in order bring the total funds available to equal the updated total project cost.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	\$10,614,225	75%	\$10,614,225	58%
Other Federal Funds			\$476,872	3%
Non-Federal Funds	\$3,538,075	25%	\$7,169,524	39%
Total Future Eligible Project Costs	\$14,152,300	100%	\$18,260,621	100%
Total Project Costs	\$14,152,300		\$18,260,621	

**ATTACHMENT E
APPROVED PRE-AWARD COSTS**

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the project costs and documented in this Attachment E. See section 20.3(b).

**ATTACHMENT F
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	<p>The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i></p>
	<p>The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i></p>
	<p>The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i></p>
	<p>The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.</p>
	<p>The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.</p>

2. Supporting Narrative.

The MMTC project protects the environment by shifting commuters to transit, eliminating multiple needs for travel, and providing amenities to bike commuters, thereby reducing fuel usage and vehicle emissions. In addition, it will help increase utilization of local transit services by providing one central hub for passengers of bus and rail transportation.

The transition of automobile passengers to rail and public transportation modes has a significant positive impact on the protection of the environment, reduction of pollution, and energy efficiency, with one primary benefit of the MMTC being a reduction of environmental emissions. Emission savings from the transition from automobiles to rail and buses also has benefits in the areas of fuel savings, highway and road safety, reduction of congestion, and highway and road maintenance.

**ATTACHMENT G
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
d	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project is located in a Designated Area of Persistent Poverty, Census Tract #1, Opportunity Zone 04027000100. Of the residents in this Census Tract, 30.7% are below the poverty line as measured by the 2015-2019 5-year data series of the American Community.

Within the project area, Community Development Block Grant funds have been used to revitalize neighborhoods and renovate structures, including the proposed site of MMTC. Additionally, according to the U.S. Department of Housing and Urban Development – HUD Exchange, American Community Survey 2019 5-Year Low- and Moderate-Income Summary Data, the proposed MMTC site is located directly in Census Tract 1 with a current population base of 2,173 residents. Of the 2,173 residents, 978 (45% percent) are classified as persons below the poverty line.

The multi-modal investment creates connections and opportunities for communities that are underserved by the region's current transportation system. Historically residents of Hispanic, African American and Native America and other minorities have more often utilized the bus system.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF YUMA

9/9/2024
Date

By:


Signature of Recipient's Authorized Representative

John D. Simonton

Name

City Administrator

Title

Attest:


Signature

Date

9.9.2024

Lynda L. Bushong

City Clerk

Approved as to form:

Richard W. Files 9-9-2024

Signature

Date

Richard W. Files

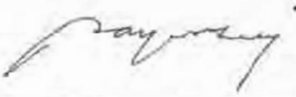
City Attorney

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

September 10, 2024
Date


By: _____
Signature of USDOT's Authorized Representative

Ray Tellis
Name

Regional Administrator Region 9
Title

IGA 24-0009698, Exhibit D

ARIZONA DEPARTMENT OF TRANSPORTATION
PAYMENT REPORT

ADOT Project Number:	T0580	Program Phase:	01C	Federal Aid #:	
Payment Report Number:		Billing Period:		TIP ID #:	
JPA/IGA Number:	24-0009698	Final Payment:	<input type="checkbox"/> Check	Progress Payment:	<input type="checkbox"/> Check
Contract Amount:		Progress %:		Project End Date:	
Vendor ID:		GAE Number:			
Name of Project:	Yuma Multi-Modal Transportation Center				
Vendor (Sponsor):	City of Yuma				
REMIT PAYMENT TO (Address):	155 West 14th St, Yuma, AZ 85364				

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Previous Cumulative Amount	Current Request (Federal Share)	In-Kind (Local Share)	Cumulative Amount
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

I am signing to confirm and certify that the above referenced project is considered to be complete and accepted as Final, in accordance with FHWA requirements. All vendors have been paid in full.

Submitted By:		Accumulative Federal Amount:	\$ 0.00
Project Sponsor	Date		
Approved By:		Accumulative Local Amount:	\$ 0.00
ADOT Project Manager	Date		
Approved By:		Project Accumulative Amount:	\$ 0.00
	Date		
Comments:			
	Accumulative Local NFA Amounts reported:	\$	0.00

IGA 24-0009698
Exhibit E

AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT

Place on Sponsoring Agency's Letterhead

***Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

(Insert Date)

ADOT Multimodal Planning Division
AZ SMART Fund Program
1611 W Jackson
Phoenix, AZ 85007

Re: AZ SMART Project Closeout

- ADOT Project Number:**
- Project Name:**
- Federal Discretionary Grant received or to be pursued:**
- COG/MPO:**
- COG/MPO TIP ID Number:**

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name)**, **(Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:

***Note: All Final Acceptance letters to the AZ SMART Fund Program will be returned *without* action unless all items listed below are submitted with this letter.**

- An invoice for the final eligible costs on the project;
- Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Project Manager Name
Title
Agency
Address
City, AZ, Zip code
Phone Number
Email address

RESOLUTION NO. R2025-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE YUMA MULTI-MODAL TRANSPORTATION CENTER DEVELOPMENT

WHEREAS, the City of Yuma (City) desires to enter into an Intergovernmental Agreement (Agreement) with the Arizona Department of Transportation (ADOT) for the Yuma Multi-Modal Transportation Center Development (Project); and,

WHEREAS, the Project lies within the jurisdiction of the City of Yuma; and,

WHEREAS, the City will request reimbursement from ADOT for match on the federal grant; and,

WHEREAS, the City will obtain ownership, jurisdiction, and maintenance responsibilities of Gila Ridge Road from Avenue 4E to Araby Road; and,

WHEREAS, the Parties agree that the completion of the Project is essential to public safety and public welfare and desire to cooperate in the completion of the Project; and,

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into this Agreement for the final design and construction of the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

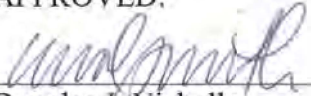
SECTION 1: The Agreement between ADOT and the City for the final design and construction of the Project for the benefit of the citizens and residents of Yuma, attached as Exhibit A and incorporated by reference, is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Agreement for and on behalf of the City.

SECTION 3: The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect this resolution.

Adopted this 19th day of March, 2025.

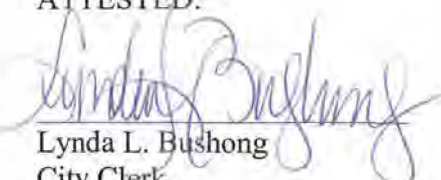
APPROVED:



Douglas J. Nicholls
Mayor

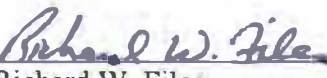
On Behalf of

ATTESTED:



Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney

ORDINANCE NO. O2026-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ACCEPTING OWNERSHIP, JURISDICTION, AND MAINTENANCE RESPONSIBILITIES FOR THE EASTBOUND INTERSTATE 8 FRONTAGE ROAD (GILA RIDGE ROAD), FROM AVENUE 4E TO ARABY ROAD, AS ABANDONED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Arizona Department of Transportation (ADOT), with approval of the State Transportation Board, will transfer ownership, jurisdiction, and maintenance responsibilities for the eastbound Interstate 8 frontage road (Gila Ridge Road), approximately 2.5 miles as depicted in Exhibit B of IGA 24-0009698-I; and,

WHEREAS, following such action, the City of Yuma (City) will accept ownership, jurisdiction, and maintenance responsibilities of the abandoned roadway segment, as stated in Section II(3)(f) of the Intergovernmental Agreement; and,

WHEREAS, the subject roadway lies within the within the jurisdictional planning area of the City, and its continued use and maintenance are essential to the public safety, traffic circulation, and welfare of the community;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Yuma as follows:

SECTION 1: The City accepts ownership, jurisdiction, and maintenance responsibilities for the eastbound Interstate 8 frontage road (Gila Ridge Road), from Avenue 4E to Araby Road as described and depicted in Exhibit B of IGA 24-0009698-I. This acceptance shall take effect upon ADOT’s formal abandonment and transfer action per State Transportation Board approval. The City further accepts and authorizes execution of Highway Easement Deed HED SW 007, establishing federal right-of-way necessary for this roadway segment in accordance with federal requirements.

SECTION 2: The City Administrator is authorized and directed to take all actions necessary to finalize the right-of-way transfer, including: recording and required documentation, plats, or notices; coordinating with ADOT regarding the abandonment descriptions and mapping; updating City inventory, GIS, and maintenance schedules accordingly. This authorization includes executing all documents associated with Highway Easement Deed HED SW 007 and performing all actions required to comply with the terms and conditions of the easement, including coordination with the Federal Highway Administration and the Bureau of Land Management.

SECTION 3: The City Council finds and declares that accepting maintenance and jurisdiction of the roadway serves a public purpose by ensuring safe transportation operations, improving multimodal connectivity, and supporting long-term roadway management.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM

Janet L. Pierson
City Clerk

Richard W. Files
City Attorney