



City of Yuma City Council Meeting Agenda

Wednesday, March 5, 2025

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 for agenda related items.

ROLL CALL

PRESENTATIONS

- Briefing on the upcoming Marine Corp Air Station-Yuma (MCAS-Yuma) WTI Exercise
- Reading of Proclamation: Procurement Month

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 2025-034](#) **Special Council Meeting Draft Minutes February 21, 2025**
Attachments: [2025_02_21_SCM_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 2025-027](#) **Bid Award: Reconstruction of a Single-Family Home with HOME Funds**
Authorize award of bid to reconstruct a single-family home under the Neighborhood Services Housing Rehabilitation Program to the lowest responsive and responsible bidder in the amount of \$102,630.40 to D'Pair Development, LLC.Yuma, Arizona. (Planning & Neighborhood Services) (Nikki Hoogendoorn)
2. [MC 2025-028](#) **Bid Award: Water Treatment Facility Auxiliary Power Improvements**
Award a construction services contract for Water Treatment Facility Auxiliary Power Improvements to the lowest responsible bidder in the amount of \$391,597.80 to Pilkington Construction, Yuma, Arizona. (Engineering-RFB-25-235) (David Wostenberg/ Robin R. Wilson)

3. [MC 2025-029](#) **Cooperative Purchase Agreement: YRCS Radio Repeater Equipment**
Authorize the purchase of radio repeater equipment supporting the regional radio system for a total cost of \$557,883.28 to Motorola Solutions, Inc., Tempe, Arizona, using a Cooperative Purchase Agreement through the State of Arizona. (Information Technology-GNT-25-265) (Isaiah Kirk/Jeremy W. Jeffcoat/Robin R. Wilson)
4. [MC 2025-030](#) **Cooperative Purchase Agreement: YRCS Software Network Equipment and Services**
Authorize the purchase of network equipment and services supporting the regional public safety software system utilizing a Cooperative Purchase Agreement through the State of Arizona for a total amount of \$659,803.02 from Advanced Network Management, Inc., Scottsdale, Arizona. (Information Technology-GNT-25-268) (Isaiah Kirk/ Jeremy W. Jeffcoat/Robin R. Wilson)
5. [MC 2025-031](#) **Final Plat: Plaza Del Este Unit No. 3**
Approve the final plat of the Plaza Del Este Unit No. 3 Subdivision. The property is located at the northwest corner of 7 ½ E and 32nd Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments: [1. PLAT Final Plat: Plaza Del Este Unit No. 3](#)

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. [R2025-016](#) **Intergovernmental Agreement: Wellton Elementary School District No. 24**
Authorize an Intergovernmental Agreement (IGA) with Wellton Elementary School District No. 24 (District) to jointly use a school safety interoperability system. (Information Technology) (Jeremy W. Jeffcoat)

Attachments: [1. RES IGA Wellton ESD No. 24](#)
[2. AGMT IGA: Wellton ESD No. 24](#)

2. [R2025-018](#)**Intergovernmental Agreement: Arizona Department of Transportation**

Authorize an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) utilizing ADOT resources to review the environmental documents from the Design Concept Report (DCR) of 40th Street from 6E to Fortuna Road. The City of Yuma will pay ADOT's review costs, estimated at \$30,000. (Engineering) (David Wostenberg)

Attachments:

1. [RES IGA: ADOT Environmental Review - 40th St \(6E to Fortuna Rd\)](#)
2. [AGMT IGA: ADOT Environmental Review- 40th St \(6E to Fortuna Rd\)](#)

3. [R2025-019](#)**Agreement: Versaterm Public Safety US, Inc.**

Approve an agreement with Versaterm Public Safety US, Inc. to assist communication with crime victims and reporting parties. (Police/Support Services) (Thomas Garrity)

Attachments:

1. [RES Versaterm Public Safety US, Inc.](#)
2. [AGMT Versaterm Public Safety US, Inc.](#)
3. [AGMT Versaterm Public Safety US, Inc.](#)

4. [R2025-020](#)**Agreement: Arizona Department of Homeland Security**

Authorize the City Administrator and designated City staff to execute an agreement with the Arizona Department of Homeland Security to reimburse the City for funds expended for overtime, employee related expenses and mileage being utilized in support of Operation Stonegarden. (Police/Patrol) (Thomas Garrity)

Attachments:

1. [RES AZDOHS: OPSG](#)
2. [AGMT AZDOHS: OPSG](#)
3. [SUPP DOC AZDOHS: OPSG Budget Detail OT](#)
4. [SUPP DOC AZDOHS: OPSG Award letter](#)
5. [SUPP DOC AZDOHS: OPSG EHP Level A](#)

5. [R2025-021](#)**Resolution of Support: Gary Knight Memorial Highway**

Staff recommends that the City Council formally and publicly support the proposal to name a segment of United States Route 95, from milepost 31 to milepost 38, as the Gary Knight Memorial Highway in honor of former Councilmember Gary Knight's dedicated service to the City of Yuma and his contributions to the region. (Administration) (Jenn Reichelt)

Attachments:

1. [RES Resolution of Support: Gary Knight Memorial Highway](#)

6. [R2025-022](#) **Grant Award Agreement: AZ DPS Anti-Human Trafficking Fund**
 Authorize a \$135,900 grant agreement with the State of Arizona's Department of Public Safety for equipment and software for the Yuma Police Department. (Police/Administration) (Thomas Garrity)
- Attachments:** [1. RES AZ DPS Anti-Human Trafficking](#)
 [2. AGMT AZ DPS Anti-Human Trafficking](#)
7. [R2025-023](#) **Grant Award: U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant**
 Authorize the City Administrator to complete the required paperwork with the U.S. Department of Justice and to accept grant funding associated with the Edward Byrne Memorial Justice Assistance Grants. (Police Department) (Thomas Garrity)
- Attachments:** [1. RES Edward Byrne Grant Program](#)
 [2. AGMT Edward Byrne Grant Program](#)
 [3. SUPP Edward Byrne Grant Program](#)
 [4. SUPP Edward Byrne Grant Program](#)

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. [O2025-003](#) **Property Dedication by Gift: South Side of City 48th Street**
 Authorize the acceptance of real property from Yuma Sunshine Investments, LLC, an Arizona Limited Liability Company. (Engineering Department)(Dave Wostenberg)
- Attachments:** [1. MAP Property Dedication: South Side of City 48th Street](#)
 [2. ORD Property Dedication: South Side of City 48th Street](#)
2. [O2025-005](#) **Rezoning of Property: 920 S. Avenue B**
 Rezone approximately 9.39 acres located at 920 S. Avenue B, Yuma, AZ. from the Agriculture (AG) District to the Limited Commercial (B-1) District (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments:** [1. P&Z RPT: Rezoning of Property 920 S. Avenue B](#)
 [2. ORD Rezoning of Property: 920 S. Avenue B](#)

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. [O2025-007](#)

Yuma City Code Text Amendment: Civilian Accident Investigators

Amend Title 3, Chapter 32 (Yuma City Code §§ 32-45 through 32-49) for clarity and compliance with State law. (YPD) (Thomas Garrity)

Attachments:

[1. ORD Code Text Amendment: Civilian Accident Investigators](#)

2. [O2025-008](#)

GPLET Lease: Spencrazi, L.L.C.

Authorize: (1) accepting title to land and improvements on Parcel A of the Center Pointe Commons Lot Tie/Lot Split at the southwest corner of 16th Street and 4th Avenue; (2) an eight-year government property land and improvements lease with Spencrazi, L.L.C., as the statutory prime lessee; (3) abatement of the government property lease excise tax for the term of the lease; and, (4) reconveyance of the land and improvements to the prime lessee at the conclusion of the lease. (This item must be adopted by a simple majority vote without the use of the consent calendar) (City Attorney) (Richard Files)

Attachments:

[1. LEASE GPLET Lease: Spencrazi LLC](#)

[2. SUPP DOC GPLET Lease: Spencrazi LLC](#)

[3. SUPP DOC GPLET Lease: Spencrazi LLC](#)

[4. ORD GPLET Lease: Spencrazi LLC](#)

V. PUBLIC HEARING AND RELATED ITEMS

1. [R2025-017](#)

Minor General Plan Amendment: 594 S. May Avenue

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Medium Density Residential to High Density Residential, for the properties located at 594 S. May Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

[1. P&Z RPT GP Amendment: 594 S. May Avenue](#)

[2. RES GP Amendment: 594 S. May Avenue](#)

VI. 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 February 20, 2025 through March 5, 2025. 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.

VII. 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.

VIII. 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.

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:

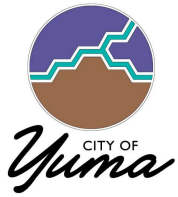
A. Discussion, consultation with and/or instruction to legal counsel regarding the railroad crossing at 9E. (A.R.S. §38-431.03 A3 & A4)

B. Discussion, consultation with and/or instruction to legal counsel regarding a potential contract matter relating to City properties. (A.R.S. §38-431.03 A3, A4 & A7)

C. Discussion, consultation with and/or instruction to legal counsel concerning a contract matter. (A.R.S. §38-431.03 A3 & A4)

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 2025-034

Agenda Date: 3/5/2025

Agenda #: 1.

Special Council Meeting Draft Minutes February 21, 2025

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
FEBRUARY 21, 2025
11:30 a.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 11:31 a.m.

ROLL CALL

Councilmembers Present: Morris, McClendon, Smith, Morales (telephonic), Watts (telephonic), and Mayor Nicholls
Councilmembers Absent: Martinez
Staffmembers Present: Acting City Administrator, John D. Simonton
Various Department Heads or their representative
Deputy City Attorney, Rodney Short
Deputy City Clerk, Janet L. Pierson

I. DISCUSSION AND POSSIBLE ACTION

MC 2025-026 – Liquor License: Old Town Wine Cellar (approve a Series #07: Beer and Wine Bar/Location Transfer Liquor License application submitted by Kimberly Maloney, agent for Old Town Wine Cellar located at 255 S. Main Street) (LL25-03) (Admin/Clk)

Motion (Morris/McClendon): To approve MC 2025-026 as recommended.

Discussion

- Mayor Nicholls explained that the item was brought to the special meeting due to an error in scheduling it for the previous council meeting. Mayor Nicholls clarified that the purpose is to allow a business to proceed with relocating their liquor license and emphasized that this is a business-friendly move. (**Mayor Nicholls/McClendon**)

Voice vote: **approved** 6-0.

II. ADJOURNMENT

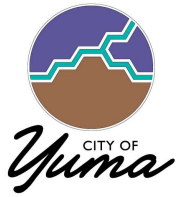
There being no further business, **Mayor Nicholls** adjourned the meeting at 11:33 a.m.

APPROVED:

Lynda L. Bushong, City Clerk

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 2025-027

Agenda Date: 3/5/2025

Agenda #: 1.

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

TITLE:

Bid Award: Reconstruction of a Single-Family Home with HOME Funds

SUMMARY RECOMMENDATION:

Authorize award of bid to reconstruct a single-family home under the Neighborhood Services Housing Rehabilitation Program to the lowest responsive and responsible bidder in the amount of \$102,630.40 to D’Pair Development, LLC. Yuma, Arizona. (Planning & Neighborhood Services) (Nikki Hoogendoorn)

STRATEGIC OUTCOME:

This project and Neighborhood Services’ Housing Rehabilitation Program furthers the City Council’s strategic outcome of Safe and Prosperous, as the replacement of this dilapidated home provides a safe living environment for its owner and removes an unsafe condition in the neighborhood.

REPORT:

The Neighborhood Services Owner Occupied Housing Rehabilitation Program provides home repairs to low-income Yuma homeowners who do not have the financial means to correct structural issues or health and safety concerns with their home. Federal financial assistance is provided to the homeowner as a deferred payment loan that reverts to a federal grant after the expiration of the required affordability period. The affordability period ranges from five to 20 years, depending on the cost of the repairs.

This project consists of a single-family home located at 2251 S. Maple Avenue, in the Mesa Heights Neighborhood. It is owned and occupied by two elderly family members. The home, built in 1957 has structural damage, electrical hazards, a deteriorated roof, and other issues. HOME Investment Partnership funds will be used for this project.

Three bids were received by the following contractors:

D’Pair Development	\$102,630.40
Supreme Builders	\$106,407.00
Top Builders	\$141,979.33

Staff recommends awarding the project to the lowest responsive and responsible bidder, D’Pair Development, LLC.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 102,630.40
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 102,630.40	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$102,630.40			
HOME Funds			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

HOME federal funds will be used for this entire project, supplemental funding from the City is not needed.

ADDITIONAL INFORMATION:

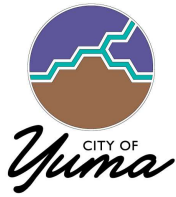
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025



City of Yuma

City Council Report

File #: MC 2025-028

Agenda Date: 3/5/2025

Agenda #: 2.

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: Water Treatment Facility Auxiliary Power Improvements

SUMMARY RECOMMENDATION:

Award a construction services contract for Water Treatment Facility Auxiliary Power Improvements to the lowest responsible bidder in the amount of \$391,597.80 to Pilkington Construction, Yuma, Arizona. (Engineering-RFB-25-235) (David Wostenberg/ Robin R. Wilson)

STRATEGIC OUTCOME:

Improving the emergency power system at the Main Street Water Treatment Facility aligns with the City Council's strategic outcome of Safe and Prosperous by the plant generator improvements and canal water pump station for the facility to be sustainably operational during electrical power outages.

REPORT:

The Main Street Water Treatment Plant auxiliary power systems need improvements to meet water production capacity operations in the event of power failures. The improvements include adding an 800-amp circuit breaker to the Zone 2 Main Control Center and adding a new power circuit to the raw water intake.

Bids were received from the following three general contractors:

Gutierrez Canales Engineering	\$1,590,789.20
Merrill Development, Inc.	\$ 434,176.60
Pilkington Construction	\$ 391,597.80

This project is anticipated to begin on April 7, 2025, and be completed in 515 calendar days.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 391,597.80	BUDGETED:	\$ 1,000,000.00
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 \$391,597.80			
Water Utility Fund			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the FY 2025 City Council approved budget to award this contract and carried forward to FY 2026.

ADDITIONAL INFORMATION:

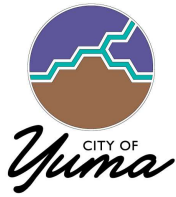
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Acting City Administrator: John D. Simonton	Date: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025



City of Yuma

City Council Report

File #: MC 2025-029

Agenda Date: 3/5/2025

Agenda #: 3.

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:

Cooperative Purchase Agreement: YRCS Radio Repeater Equipment

SUMMARY RECOMMENDATION:

Authorize the purchase of radio repeater equipment supporting the regional radio system for a total cost of \$557,883.28 to Motorola Solutions, Inc., Tempe, Arizona, using a Cooperative Purchase Agreement through the State of Arizona. (Information Technology- GNT-25-265) (Isaiah Kirk/Jeremy W. Jeffcoat/Robin R. Wilson)

STRATEGIC OUTCOME:

The purchase of radio repeater equipment supports the City Council's strategic outcome of Safe and Prosperous by increasing portable radio coverage within the regional radio system, ensuring vital communications are not broken between first responders and dispatch centers.

REPORT:

The Yuma Regional Communications System (YRCS) has received grant funding from the Arizona Department of Emergency and Military Affairs, Agreement M23-007, to implement radio repeater equipment that will increase portable radio coverage in areas of Yuma County that have coverage challenges. The proposed equipment will be installed in the eastern portion of the City of San Luis to increase coverage and system capacity at the commercial port of entry, the proposed spaceport, the state prison, and the rapidly developing residential and commercial properties in the area. A second radio repeater is proposed to be installed at Martinez Lake to address radio coverage issues in the area that may impact regional mutual aid response for incidents such as wildland fires.

The one-time purchase of the equipment will use State grant funds. All future maintenance costs will be covered through the YRCS radio user fees paid by all participating agencies.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 840,000.00
STATE FUNDS:	\$ 557,883.28	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL	\$557,883.28	YRCS Com Grants
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2025 City Council approved budget for this purchase. This is grant funded and has no impact on the City's general fund.

ADDITIONAL INFORMATION:

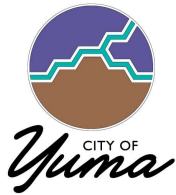
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- Document to be recorded
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Acting City Administrator: John D. Simonton	Date: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025



City of Yuma

City Council Report

File #: MC 2025-030

Agenda Date: 3/5/2025

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 type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Cooperative Purchase Agreement: YRCS Software Network Equipment and Services

SUMMARY RECOMMENDATION:

Authorize the purchase of network equipment and services supporting the regional public safety software system utilizing a Cooperative Purchase Agreement through the State of Arizona for a total amount of \$659,803.02 from Advanced Network Management, Inc., Scottsdale, Arizona. (Information Technology- GNT-25-268) (Isaiah Kirk/ Jeremy W. Jeffcoat/Robin R. Wilson)

STRATEGIC OUTCOME:

The purchase of network equipment and services to facilitate the implementation of a regional public safety software system contributes to the City Council's strategic outcome of Safe and Prosperous by increasing the reliability, security, and performance of the regional network.

REPORT:

The Yuma Regional Communications System (YRCS) has received grant funding from Arizona Department of Emergency and Military Affairs agreement M23-007 to implement a modern public safety software system to increase the interoperability and efficiency of its member public safety agencies. The goals of the new public safety system include increasing the use of mobile device technologies, reducing repetitive data entry, and providing access to advanced analytic tools. The public safety system is a comprehensive data platform for public agencies that requires implementing many related components to form a complete solution. Much of the current public safety software network is outdated, at the end of manufacturer support, and needs replacement by new equipment.

The current public safety software network equipment is inadequate to support the extensive future network requirements of the public safety software system. As cyber security threats have evolved, the regulatory and industry standards have shifted to address these threats. The proposed network equipment is designed to implement zero trust security models that maintain strict access control to the system from a variety of public and private networks. Due to the end of manufacturer support status of many components of the current network, the public safety software system is at increased risk of disruptive incidents due to hardware failure. The network is also expanding, bringing on the Arizona Western College Police Department, as well as many additional interfaces to outside agencies' systems. The proposed network equipment accounts for all new requirements for the system and is scalable for future requirements.

The one-time purchase of the equipment and services will use State grant funds, and all future maintenance costs will be paid through the YRCS public safety software system user fees paid by all participating agencies.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 3,800,000.00
STATE FUNDS:	\$ 659,803.02	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$659,803.02			
YRCS Com Grants			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2025 City Council approved budget for this purchase. This is grant funded and has no impact on the City's general fund

ADDITIONAL INFORMATION:

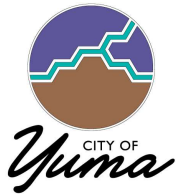
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025



City of Yuma

City Council Report

File #: MC 2025-031

Agenda Date: 3/5/2025

Agenda #: 5.

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

TITLE:

Final Plat: Plaza Del Este Unit No. 3

SUMMARY RECOMMENDATION:

Approve the final plat of the Plaza Del Este Unit No. 3 Subdivision. The property is located at the northwest corner of 7 ½ E and 32nd Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This subdivision furthers the City Council's strategic outcome of Safe and Prosperous, as the approval of the final plat will facilitate an increase in new commercial development opportunities.

REPORT:

The proposed subdivision within the General Commercial/Aesthetic Overlay (B-2/AO) District will reconfigure two existing parcels into ten lots ranging in size from 40,740 square feet to 102,146 square feet, intended for commercial development. In its entirety, the subject area is approximately 12.48 acres in size.

The principal purpose of the General Commercial (B-2) District is to provide for a wide range of business commercial activities, including retail sales, tourist and highway-oriented facilities, service businesses, entertainment and commercial recreation uses which serve the entire urbanized area. It is also intended that such business activities be protected from incompatible uses by restricting activities and prohibiting new industrial activities as principal uses within the district.

In addition, the Aesthetic Overlay (AO) District enhances the community's image and attractiveness through creation of visually pleasing and inviting entryways of the City as well as providing community focal points or areas where the design of the physical improvements and landscape enhances the community's appearance.

Following the subdividing of the properties, all resulting parcels will be required to meet all development standards as specified in the City of Yuma's Zoning Code. These development requirements include paved parking, access, setbacks, landscaping, and lighting.

Approval of the final plat for the Plaza Del Este Unit No. 3 Subdivision, shall be subject to the following

conditions:

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner’s signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The Owner’s signature on the application of this land use action shall serve as an acknowledgement regarding potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.
4. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
5. Any easements of other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the “utilities”) to:
 - a. pay to cross the easement to reach any structure on the lot;
 - b. prevent the utilities from providing service to any structure on a lot; or
 - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers crossing the easement.
6. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.
7. After the final plat has been approved by City Council, the applicant/developer shall have two years to record the approved plat, or the final plat approval shall be null and void.

The City Council’s approval of this motion accepts the final plat of the Plaza Del Este Unit No. 3 Subdivision as submitted, including conditions of approval set forth above.

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			
-			
To total; right click number & choose "Update Field"			

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

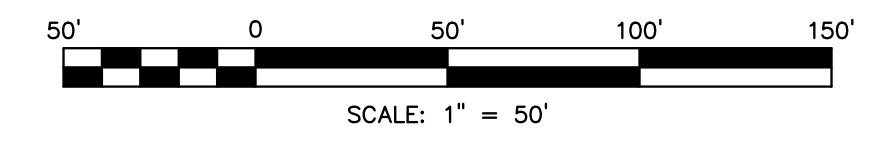
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

Acting City Administrator: John D. Simonton	Date: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025

PLAZA DEL ESTE UNIT No. 3

A SUBDIVISION OF THE EAST 200 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 22 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF "B" CANAL, AND PARCEL B OF PLAZA DEL ESTE LOT SPLIT AS RECORDED IN BOOK 21 OF PLATS, PAGE 64, YUMA COUNTY RECORDS, EXCEPT ANY PORTION LYING WITHIN PLAZA DEL ESTE UNIT No. 1 & 2 AS RECORDED IN BOOK 23 OF PLATS, PAGES 34-36, YUMA COUNTY RECORDS, DATE OF PREPARATION: JANUARY 2025 NUMBER OF LOTS: 10 ACREAGE: 12.4848 ACRES



DEDICATION

STATE OF ARIZONA }
 COUNTY OF YUMA }
 KNOW ALL MEN BY THESE PRESENTS: THAT TANECK 32ND PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY, THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 22 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS AND STREETS UNDER THE NAME OF "PLAZA DEL ESTE UNIT No. 3" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS CONSTITUTING SAID "PLAZA DEL ESTE UNIT No. 3" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT TANECK 32ND PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF YUMA FOR THEIR USE AND BENEFIT. THE EASEMENTS ARE DEDICATED TO THE CITY OF YUMA FOR THE PURPOSES SHOWN HEREON, A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS IS HEREBY GRANTED.

IN WITNESS WHEREOF TANECK 32ND PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF KERRY VARNEY, ITS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____, 2025

KERRY VARNEY, MEMBER
 TANECK 32ND PARTNERS, LLC,
 A CALIFORNIA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF ARIZONA }
 COUNTY OF YUMA }
 ON THIS _____ DAY OF _____, 2025 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KERRY VARNEY, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF TANECK 32ND PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER.

IN WITNESS WHEREOF
 I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

APPROVED

DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF YUMA ENGINEER

STATE OF ARIZONA }
 COUNTY OF YUMA }
 THIS SUBDIVISION, AS SHOWN HEREON, HAS BEEN APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUMA, ON THIS _____ DAY OF _____, 2025

MAYOR
 ATTEST:

CITY CLERK

LEGEND

	CENTERLINE / SECTION LINE	BK	BOOK
	SUBDIVISION BOUNDARY	PG	PAGE
	RIGHT OF WAY LINE	YCR	YUMA COUNTY RECORDS
	EASEMENT LINE (TYPE AS SHOWN)	(M)	MEASURED INFORMATION
	NEW LOT NUMBER	(R1)	RECORDED INFORMATION PER PLAZA DEL ESTE LOT SPLIT BK 21 OF PLATS, PG 64, YCR
	NEW STREET MONUMENT	(R2)	RECORDED INFORMATION PER PLAZA DEL UNIT 1 & 2 BK 23 OF PLATS, PG 34-36, YCR
	SET 1/2" REBAR W/CAP "RLS 31018"		
	EXISTING MONUMENT (TYPE AS NOTED)		
	RIGHT OF WAY		
	NON ACCESS EASEMENT		
	PUBLIC UTILITY EASEMENT		
	ASSESSOR'S PARCEL NUMBER		

OWNER/DEVELOPER

TANECK 32ND STREET PARTNERS, LLC
 A CALIFORNIA LIMITED LIABILITY COMPANY
 P.O. BOX 4070
 SALINAS, CA 93912

CURRENT ZONING

B-2 GENERAL COMMERCIAL DISTRICT

BASIS OF BEARINGS

1983 US STATE PLANE COORDINATE SYSTEM (ARIZONA WEST) AS MEASURED BY KINEMATIC GPS OBSERVATIONS

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE X DESIGNATION (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), COMMUNITY PANEL NUMBER 04027C1545E DATED AUGUST 28, 2008, WHICH IS THE FLOOD INSURANCE RATE MAP (PANEL NOT PRINTED) FOR THE COMMUNITY IN WHICH THIS PROJECT IS SITUATED

DRAINAGE NOTE

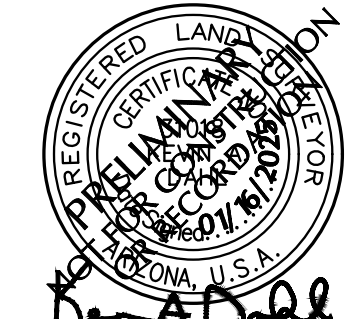
THE HYDROLOGIC DESIGN OF SUBDIVISION REQUIRES THAT EACH INDIVIDUAL LOT MAKE PROVISIONS TO RETAIN THE STORM WATER FALLING ON THAT LOT AND THE RUNOFF GENERATED FROM 1/2 OF THE ADJACENT STREET RIGHT-OF-WAY.

SURVEYOR'S NOTE

1. ALL NEW PROPERTY CORNERS TO BE SET 1/2" REBAR WITH CAP "LS 31018"

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JANUARY 2025 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF YUMA, ARIZONA.



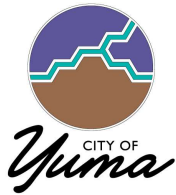
KEVIN A. DAHL

RLS No. 31018

LAND SURVEYOR



SHEET 1 OF 1



City of Yuma

City Council Report

File #: R2025-016

Agenda Date: 3/5/2025

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Information Technology	<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: YRCS	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Intergovernmental Agreement: Wellton Elementary School District No. 24

SUMMARY RECOMMENDATION:

Authorize an Intergovernmental Agreement (IGA) with Wellton Elementary School District No. 24 (District) to jointly use a school safety interoperability system. (Information Technology) (Jeremy W. Jeffcoat)

STRATEGIC OUTCOME:

This action supports the City Council's strategic outcome of Safe and Prosperous by enhancing existing school safety initiatives to expedite public safety response in the event of an emergency at a school campus.

REPORT:

The Arizona Department of Administration distributed \$1.35 million in state funds for the Police Department to establish a school safety program that implements school safety interoperability technologies for public Kindergarten through 12th grade schools within Yuma County. The City has procured the school safety interoperability technologies through a 5-year agreement with the vendor.

The District desires to implement the school safety interoperability system components for its District schools. Components of the system include a panic button application, automated workflow and notification capabilities, and a multimedia communication sharing platform. The IGA will allow the District to opt-in to the system components it desires to implement. The City and District will establish a working group with other participating school districts and public safety agencies to develop operating procedures for the shared system.

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			
-			
To total; right click number & choose "Update Field"			

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025

RESOLUTION NO. R2025-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE JOINT OPERATION AND USE OF A REGIONAL SCHOOL SAFETY SYSTEM AND PROGRAM BETWEEN THE CITY OF YUMA AND WELLTON ELEMENTARY SCHOOL DISTRICT NO. 24

WHEREAS, A.R.S. §11-252 *et. seq.*, Article III, Section 13 of the Yuma City Charter, and A.R.S. §15-342.13 authorize the City of Yuma (City) and Wellton Elementary School District No. 1 (District) to enter into Intergovernmental Agreements (IGAs); and,

WHEREAS, the City and District seek to jointly implement and use the regional School Safety Interoperability System; and,

WHEREAS, there is a compelling interest in developing and ensuring coordinated, effective and efficient interoperable systems for the purpose of providing law enforcement, fire and emergency medical rescue, emergency management services, and other services provided by public safety agencies and government agencies within the Yuma County region; and,

WHEREAS, it is in the public interest and benefit to the public safety, health and welfare of the citizens of the City and staff and students of the District along with other cities and towns within Yuma County to jointly use the regional School Safety Interoperability System; and,

WHEREAS, the Arizona Department of Administration provided the Yuma Police Department legislatively appropriated state funds from the School Safety Interoperability Fund for the purpose of establishing a school safety program that meets fund requirements in A.R.S. §41-1733; and,

WHEREAS, the City and District desire to allocate procured School Safety Interoperability System components to City and District communications assets to implement and use the system; and,

WHEREAS, the City and District are desirous to participate in a School Safety Interoperability working group to continually evaluate and enhance program performance;

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

SECTION 1: The City Council finds establishing a School Safety Interoperability System and program with the District is in the public interest and will promote a safe and prosperous City.

SECTION 2: On behalf of the City of Yuma, the City Administrator is authorized and directed to execute the attached and incorporated Intergovernmental Agreement with Wellton Elementary School District No. 24 in accordance with the terms of the IGA.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**INTERGOVERNMENTAL AGREEMENT
TO ESTABLISH A SCHOOL SAFETY INTEROPERABILITY PROGRAM
BETWEEN**

THE CITY OF YUMA AND WELLTON ELEMENTARY SCHOOL DISTRICT NO. 24

This Intergovernmental Agreement to Establish a School Safety Interoperability Program (“Agreement”) is entered by the City of Yuma, Arizona (“City”), a municipal corporation of the State of Arizona, and the Wellton Elementary School District No. 24 (“District”), a public school district. The City and the District may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties are authorized by A.R.S. § 11-952 *et. seq.*, Article III, Section 13, of the Yuma City Charter, and A.R.S. § 15-342.13 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the enactment of A.R.S. § 41-1733 established a School Safety Interoperability Fund to distribute monies to the sheriff of a county or a city or town police department to establish a school safety program that meets the enumerated standards; and,

WHEREAS, the City accepted these monies from the Arizona Department of Administration (“ADOA”) and has procured a School Safety Interoperability System that is compliant with A.R.S. § 41-1733 requirements; and,

WHEREAS, the Parties desire to work in cooperation with one another to further the goals of the School Safety Interoperability Program and shall accept the roles and responsibilities as established in the School Safety Interoperability Program guidelines; and,

WHEREAS, the Parties desire to jointly develop standard operating procedures and functional exercise test plans for the use of the School Safety Interoperability System; and,

WHEREAS, the City will assign software licenses to each school in the District to utilize the School Safety Interoperability System; and

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the City and District (“Parties”) agree as follows:

SECTION 1 – Purpose: The purpose of this Agreement is to provide the terms and conditions for the joint use and operation of the School Safety Interoperability System.

SECTION 2 – Effective Date: This Agreement is effective and binding from the date of the last Party’s governing board’s signature.

SECTION 3 – Term: This Agreement is in effect for five (5) years commencing upon the Effective Date. There are no automatic renewals.

SECTION 4 – Services to be Provided: The City will provide the following services to the District via a software agreement the City procured with Motorola Solutions, Inc. (“Vendor”) attached as Exhibit A:

- RAVE Panic Button application for District employees.
- RAVE Command View for District employees to manage panic button activations and collaborate with first responders.
- RAVE Link for automated notifications about priority computer aided dispatch (CAD) incidents occurring within the proximity of a school campus.
- Integration of Command Central Aware with District video management system (VMS).

SECTION 5 – Roles and Responsibilities:

A. City:

1. The City is responsible for administering funds and expenditures for the School Safety Interoperability System, except for items listed in Section 7.
2. The City will assign a project manager to oversee Vendor project activities, including any change orders to the software agreement.
3. The City will manage deployment of services to Yuma Regional Communications System member agencies.
4. The City will establish a School Safety Interoperability working group of all participating school districts and public safety agencies to develop policies, procedures, and functional exercise test plans for the regional system.
5. The City will provide all financial reporting to the ADOA for expenses and use of the School Safety Interoperability Fund.

B. District:

1. The District will communicate to the City what School Safety Interoperability System services it desires to utilize.
2. The District will assign a project manager to coordinate with the City and Vendor for all District project activities.
3. The District will manage the deployment of services to its employees.
4. The District will provide existing communications assets and networks, or acquire the communications assets or networks necessary, to implement the School Safety Interoperability System.
5. The District will load floorplans to the system and define geo-boundaries within District campuses to direct first responders to the location of a panic button activation.

6. The District will work collaboratively with the School Safety Interoperability working group.

SECTION 6 – School Safety Interoperability System Funding: The School Safety Interoperability Fund appropriation to the Yuma Police Department is expected to purchase five (5) years of software subscription and maintenance services for the items in Exhibit A. Items requested by the District outside of the scope of Section 4 and Exhibit A may require the District to contribute the costs.

SECTION 7 – Items Not Covered: This Agreement does not include costs associated with the acquisition, installation, replacement, or repair of District specific equipment such as mobile devices, laptop or desktop computers, associated accessories and software, communications networks, video cameras, VMS, and access control systems. This Agreement does not include system costs for school campuses or facilities beyond those actively in use as of the Effective Date. This Agreement does not include any contracts between a Party and a third-party vendor. The School Safety Interoperability System does not replace current wireline and wireless 9-1-1 services for emergencies.

SECTION 8 – Contracts and Procurement for School Safety Interoperability System: The City will maintain all purchasing and support contracts for the School Safety Interoperability System. Purchase of the School Safety Interoperability System will follow all applicable City and State procurement requirements.

SECTION 9 – Termination:

1. Any Party may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of its intent to terminate to the other Party.
2. Pursuant to A.R.S. § 41-2546, both Parties are government entities, and the Agreement validity is based upon the availability of public funding under their authorities. If the public funds are unavailable and not appropriate for the performance of either Party's obligations under this Agreement, then this Agreement shall automatically expire without penalty to either Party, after written notice to the other of the unavailability and non-appropriations of public funds. It is expressly agreed that neither Party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure.
3. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

SECTION 10 – Authorized Use: The School Safety Interoperability System, its interfaces, and user applications shall only be used by employees of a Party within the guidelines of the policies and procedures established by the School Safety Interoperability working group.

SECTION 11 – Relationship of the Parties: The employees, agents, officials, or representatives of the Parties will not, for any purpose, be considered employees, agents, officials, or representatives of the other Party. Each Party assumes full responsibility for the actions, inactions, negligence, or reckless acts of its personnel while performing services under this Agreement and shall be solely responsible for their supervision, direction and control, discipline, payment of salary (including withholding income taxes and social security), workers’ compensation and disability benefits. Nothing in this Agreement constitutes a partnership or joint venture between any Party and neither Party is the principal or agent of the other.

SECTION 12 - Authorization: This Agreement has been approved by actions taken by each of the governing bodies of each Party. The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the Party to the terms of this Agreement.

SECTION 13 - Conflict of Interest: This Agreement is subject to the conflict of interest and cancellation provisions of Arizona Revised Statutes, § 38-511, as amended.

SECTION 14 - Attorney Fees and Costs: If any Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court.

SECTION 15 - Compliance with Law: The Parties must comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement.

SECTION 16 - Severability: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

SECTION 17 - 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. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

SECTION 19 - Indemnification: Each Party agrees to defend, indemnify, and hold harmless the other and its agents, officials, employees, and representatives from and against any and all claims, losses and expenses resulting from that Party’s negligent or intentional acts, mistakes, or omissions in the performance of this Agreement. Unless otherwise expressly provided, the Parties shall be individually responsible for the conduct of its own operations and performance of obligations under the Agreement and for any accidents, injuries to or the death of persons or damage or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing duties

undertaken pursuant to this Agreement. To the extent allowed by law, the Parties shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course or scope of their employment that may lead to any claims, liability, loss, or expense brought against the other Party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

SECTION 20 – Insurance: The City and the District shall maintain adequate insurance to cover any liability arising from the acts and omissions of their respective employees and agents. The Parties each represent and warrant to the other that it will maintain liability insurance coverage with a minimum value of one-million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) in the aggregate. Parties each agree they have had the opportunity to verify each Party's coverage prior to signing this agreement. In the event either Party is unable to maintain this insurance minimum, then other Party shall be notified in writing within ten (10) days and be given the opportunity to terminate this Agreement.

SECTION 21 - Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or ten (10) days after mailing, by United States registered or certified mail, postage prepaid, and addressed to the following:

City of Yuma Attn: Jeremy Jeffcoat, Asst. IT Director of the Yuma Regional Communications System 190 West 14 th Street Yuma, Arizona 85364	Wellton Elementary School District No. 24 Attn.: Lisa Jameson, Superintendent P.O. Box 517 Wellton, Arizona 85356-0517
--	---

Unless otherwise agreed to, all information-sharing between the Parties described in this Agreement will flow between these points of contact. The Parties agree to notify the other Party of any changes to their points of contact within five (5) days of the change.

SECTION 22 - Recording: This Agreement shall be recorded in the Office of the County Recorder of Yuma County Arizona and with the City of Yuma Clerk's Office.

SECTION 23 - Modifications: No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 24 - Assignment: This Agreement is not assignable without the mutual written consent of both Parties.

SECTION 25 – Rights of Parties Only: 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.

SECTION 26 - Dispute Resolution: In the event a dispute arises, to the extent required by A.R.S. §12-1518, the Parties agree to submit any dispute to mediation or arbitration.

SECTION 27 - Venue: The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, or the United States District Court of Arizona, Yuma County, as appropriate.

SECTION 28 - Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

SECTION 29 – No Boycott of Israel; Forced Labor of Ethnic Uyghurs: To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Agreement, a “boycott” of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393. To the extent applicable under Ariz. Rev. Stat. § 35- 394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

SECTION 30 - Employment Eligibility: Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. A breach of this warranty shall be deemed a material breach of the IGA and is subject to penalties up to and including termination of this IGA. The Parties retain the legal right to inspect the citizenship documents of any Party employee or subcontractor employee who works on this IGA to ensure that the other Party or its subcontractors are complying with this warranty.

SECTION 31 – Workers Compensation: For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party, is deemed to be an employee of both the Party who is his/her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he/she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

SECTION 32 – Nondiscrimination: The Parties shall comply with all applicable State and Federal employment laws, rules, and regulations, which require that all persons shall have equal access to employment and educational opportunities regardless of race, color, religion, disability, sex (including sexual preference/identity), age, national origin, veteran’s status, genetic code, or political affiliation during the term of this Agreement.

SECTION 33 – Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute the Agreement.

SECTION 34 – Impossibility: Neither Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes or statutory regulation or rule of any federal, state, or local government, or any agency thereof.

SECTION 35 – Recordkeeping and Confidentiality:

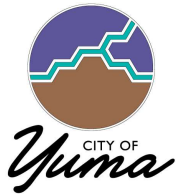
1. All student identities, records and personally identifiable information shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; the Section 504 of the Rehabilitation Act and the regulations adopted thereunder; and applicable District board policies regarding the disclosure of personally identifiable information from students' education records. The City, acting pursuant to this Agreement, may be granted access to educational records or information. As such, the City's designated authorized employees, when acting pursuant to this Agreement, are hereby designated as "school officials" for purposes of this Agreement to receive access to educational records of students participating in the Program that is the subject of this Agreement. Neither the City or its designated authorized employees will disclose student information it receives to any third party, except with the prior written consent of District and the adult student and/or parent or guardian, as applicable. The City agrees it will use student information received pursuant to this Agreement solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and District policies and procedures. Notwithstanding this Section, the City is governed by the Arizona Public Record Laws, pursuant to Title 39 of the Arizona Revised Statutes. In the event there is a conflict between the requirements of Title 39 and the terms of this Agreement, the City shall notify the District in writing to provide the District an opportunity to seek injunctive relief against disclosure. The District acknowledges any such injunctive action must be taken promptly, as Arizona law prevents the City from delay in the production of public records.
2. Each Party shall retain all books, accounts, reports, files, documents, and records relating to the performance of this Agreement for a period of five (5) years, or as long as required by the Arizona State Library records retention schedules, after the completion of this Agreement, and agrees to make such documents open to inspection and audit by the other Party upon written request.
3. In the event recorded video is transmitted to the City by the District as part of a criminal investigation, the video shall become the property of the City and shall be governed by the Arizona laws relating to public records, as well as any evidentiary and criminal procedural rules and court orders. The City agrees to act to always maintain student privacy, so long as maintaining such privacy does not violate any Arizona laws, court rules, or court orders.
4. All recorded video that is not transmitted to the City for the purposes of a criminal investigation shall remain the property of the District.

[Signature Blocks on Next Page]

Wellton Elementary School District No. 24 _____ Lisa Jameson, Superintendent Date: _____	City of Yuma _____ John D. Simonton, City Administrator Date: _____
	ATTEST: _____ Lynda Bushong, City Clerk Date: _____

Pursuant to A.R.S. § 11-952, this Agreement has been reviewed by the undersigned attorney and is approved as to being in proper form and authority.

Wellton Elementary School District No. 24 _____ [Attorney name] Date: _____	City of Yuma _____ Richard W. Files, City Attorney Date: _____
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City of Yuma

City Council Report

File #: R2025-018

Agenda Date: 3/5/2025

Agenda #: 2.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation

SUMMARY RECOMMENDATION:

Authorize an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) utilizing ADOT resources to review the environmental documents from the Design Concept Report (DCR) of 40th Street from 6E to Fortuna Road. The City of Yuma will pay ADOT's review costs, estimated at \$30,000. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

Utilizing ADOT for review of environmental documents will provide the City of Yuma an advantage when applying for Federal and State funding which meets the desired outcome of Respected and Responsible. Another desired outcome of this project is Safe and Prosperous by continuing toward the final goal of construction of the 40th Street Corridor to improve traffic safety on 32nd Street.

REPORT:

The City is utilizing the ADOT's professional resources to assist the City with reviewing critical environmental documents to shorten the National Environmental Policy Act (NEPA) process. In turn this makes the project more appealing when applying for federal and state funding, as well as reducing the time to go from grant award to construction.

The work proposed under this IGA consists of reviewing and approving documents pertaining to the project and ADOT's environmental review, including but not limited to analysis and documentation of environmental determinations, geologic materials testing and analysis, right of way plans, review of reports, design plans, maps, specifications and cost estimates, public involvement documents, and other related tasks essential to the development of the project. The cost of ADOT's professional resources is estimated at \$30,000.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 30,000.00	BUDGETED:	\$ 152,500.00
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

City Road Tax		
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

Approval of this IGA will have a financial impact on the City of \$30,000.

ADDITIONAL INFORMATION:

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

IGA 24-0010907-I DCR Avenue 40th Street: Avenue 6E to Fortuna Road.

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: 02/25/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/24/2025

RESOLUTION NO. R2025-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR DOCUMENT REVIEW OF THE 40TH STREET: AVENUE 6E TO FORTUNA ROAD DESIGN CONCEPT REPORT

WHEREAS, the City of Yuma (City) desires to enter into an Intergovernmental Agreement (Agreement) with the Arizona Department of Transportation (ADOT) for Document Review of the 40th Street: Avenue 6E to Fortuna Road Design Concept Report, hereinafter referred to as the “Project;” and,

WHEREAS, the Project lies within the jurisdiction of the City of Yuma and also within Yuma County; 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 document review 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 document review 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.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

ADOT CAR No.: IGA 24-0010907-I
AG Contract No.: P0012025000106
Project Location/Name: 40th Street;
Avenue 6E to Fortuna Road
Type of Work: DCR
Federal-aid No.: NA
ADOT Project No.: T0634 01L
TIP/STIP No.: YU-24-10D1
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104629

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of a Design Concept Report (DCR) to evaluate the construction of a roadway approximately 5 miles in length, starting at Avenue 6E and extending east to Fortuna Road to include 2 travel lanes each direction with a center turn lane, (the “Project”). The Local Agency will administer the Project at their own cost. ADOT will perform environmental review and oversight of the Project and the Local Agency will be responsible for the costs of review by ADOT, estimated at \$30,000, shown on Exhibit A, which is 100% Local Agency funds. The Local Agency anticipates applying for grant funding through ADOT’s Multimodal Project Discretionary Grant for additional phases, which will be addressed by separate agreement, if applicable.
4. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
 - b. The Local Agency will be responsible for any and all Project costs.
2. The State will:
 - a. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for ADOT's review costs, estimated at \$30,000. If costs exceed the estimate during the review of the Project, notify the Local Agency, obtain concurrence prior to continuing with the review of the Project, and invoice as determined by ADOT and the Local Agency for additional costs to complete review for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for review.
 - b. After receipt of the review costs, on behalf of the Local Agency, review and approve documents pertaining to the Project and ADOT's environmental review, including but not limited to: environmental documents, analysis and documentation of environmental determinations, geologic materials testing and analysis, right of way plans, review of reports, design plans, maps, specifications and cost estimates, public involvement documents, and other related tasks essential to the development of the Project. Provide comments to the Local Agency as appropriate.
3. The Local Agency will:
 - a. Within 30 days of receipt of an invoice from the State, pay ADOT's review costs, estimated at \$30,000. Agree to be responsible for actual review costs, if during the review of the Project, ADOT's review costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual review costs within 30 days of receipt of an invoice.
 - b. Prepare and provide all documents required for the Project, and documents required by FHWA to qualify projects for and to receive federal funds; be responsible for preparation of environmental documents; analysis, documentation and determinations; geological materials testing and analysis; right of way related activities; preparation of reports design plans, maps, specifications and cost estimates and other related tasks essential to the Project. Incorporate comments from the State, as appropriate.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
12. 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.
13. 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.
14. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
16. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. 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
JPABranch@azdot.gov

City of Yuma
 Attn: Alex Tipton
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4510
Alex.tipton@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Yuma
Attn: Alex Tipton
155 W. 14th Street
Yuma, AZ 85364
928.373.4510
Alex.tipton@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Yuma
Attn: Alex Tipton
155 W. 14th Street
Yuma, AZ 85364
928.373.4510
Alex.tipton@yumaaz.gov

18. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
19. 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.
20. 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 _____
JOHN D. SIMONTON
City Administrator

ATTEST:

By _____ Date _____
LYNDA L. BUSHONG
City Clerk

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

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

By _____ Date _____
RICHARD W. FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

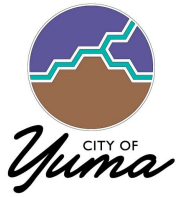
EXHIBIT A
Cost Estimate

T0634 01L

The Project costs are estimated as follows:

Scoping/Preliminary Design:

Local Agency's costs @ 100%	<u>\$ 30,000</u>
Estimated TOTAL Project Cost	\$ 30,000



City of Yuma

City Council Report

File #: R2025-019

Agenda Date: 3/5/2025

Agenda #: 3.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Police	<input 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: Support Services	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Agreement: Versaterm Public Safety US, Inc.

SUMMARY RECOMMENDATION:

Approve an agreement with Versaterm Public Safety US, Inc. to assist communication with crime victims and reporting parties. (Police/Support Services) (Thomas Garrity)

STRATEGIC OUTCOME:

This agreement is in accordance with the City Council’s Connected and Engaged Strategic Outcome. The approved agreement will allow the City of Yuma to provide automated victim notifications through Versaterm’s SPIDR software platform.

REPORT:

Versaterm Public Safety US, Inc. (“Versaterm”), a public safety software and technology company, has partnered with the Arizona Criminal Justice Commission (ACJC) to provide law enforcement agencies with the software and technology needed to generate automated electronic communication with crime victims and reporting parties.

Versaterm’s SPIDR software allows law enforcement agencies to communicate with crime victims and reporting parties via automated text messages and email, providing timely notifications and information as calls for service progress from the initial call and throughout the investigation.

In addition, the SPIDR software allows agencies to gather and analyze feedback from reporting parties and crime victims regarding the service provided.

All costs for software integration and use are paid by ACJC, with no financial burden assumed by the City of Yuma.

By approving this resolution, the Mayor and City Council authorize the City of Yuma to enter into an agreement with Versaterm to deliver the specified services.

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			
-			
To total; right click number & choose "Update Field"			

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025

RESOLUTION NO. R2025-019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING THE CITY OF YUMA TO ENTER INTO
AN AGREEMENT WITH VERSATERM PUBLIC SAFETY US, INC.**

WHEREAS, the City of Yuma is authorized to execute and administer contracts pursuant to Article III, Section 13, of the Yuma City Charter; and,

WHEREAS, the City of Yuma Police Department responds to various calls for service requiring communication with reporting parties and crime victims; and,

WHEREAS, Arizona Revised Statutes require the Yuma Police Department to communicate with crime victims within specific time frames to communicate specified information; and,

WHEREAS, Versaterm Public Safety US, Inc. has partnered with the Arizona Criminal Justice Commission to provide agencies with the means to engage with reporting parties and victims via the SPIDR software platform and the Crime Victims' Notification Center; and,

WHEREAS, the City of Yuma desires to utilize this system to enhance communication with reporting parties and crime victims,

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 agreement with Versaterm Public Safety US, Inc. will provide enhanced communication and engagement between the Yuma Police Department and reporting parties and crime victims and is therefore in the public interest.

SECTION 2: The documents titled Acknowledgement Agreement and Master Terms of Software and Services Agreement, included in the City Council Packet, are on file with the City Clerk and available electronically to the public or upon request to the City Clerk, and describe the terms of the agreement between the City of Yuma and Versaterm Public Safety US, Inc.

SECTION 3: On behalf of the City of Yuma, the City Administrator is authorized and directed to sign the Acknowledgement Agreement and Master Terms of Software and Services Agreement, attached and incorporated by this reference.

Adopted this _____ day of March, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

THE ACJC CRIME VICTIMS' NOTIFICATION SYSTEM AND VERSATERM SPIDR TECH ACKNOWLEDGMENT AGREEMENT (the "Agreement") made by and between: Versaterm Public Safety US, INC ("Versaterm" or "we") and the City of Yuma, on behalf of the Yuma Police Department, ("Agency") THE TERMS OF THE SPIDR MASTER TERMS OF SOFTWARE AND SERVICES AGREEMENT SIGNED BETWEEN THE AGENCY AND VERSATERM SHALL APPLY TO THIS AGREEMENT.

1. PREMISE

Versaterm Public Safety US, Inc. ("Versaterm") has partnered with Appriss, an Equifax company, to deliver the Arizona Criminal Justice Commission (ACJC) Crime Victims Notification System ("CVNS") by integrating the Versaterm SPIDR software with the Appriss VINELINK system to provide victim notifications from incident to incarceration. ACJC holds the contract for an Arizona-wide CVNS.

This Agreement sets out high-level functionality that your Agency will get by integrating with the CVNS, along with expectations of the Agency and of Versaterm.

The SPIDR software is the only end-to-end customer service management solution designed specifically for public safety. The software allows agencies to provide a level of transparency. The solution enables your Agency to gather and analyze feedback from reporting parties and crime victims regarding the service provided by your entire Agency.

The SPIDR software provides your Agency with a solution that allows the department to automatically communicate with any individual that contacts your Agency for service via Short Message Service (SMS), text and email. Message flexibility allows you to use trusted templates crafted from best practices or design your own customized messages. The software reduces the number of callbacks the department receives.

2. VERSATERM SPIDR TECH OVERVIEW

2.1. PATROL MODULE

The SPIDR Patrol Module is designed to provide immediate, automated follow-up messages to reporting parties via text messaging. These messages are triggered by interfacing with your Computer Aided Dispatch (CAD) system. The Patrol Module can be configured to send up to three different message types:

- CAD ACKNOWLEDGEMENT MESSAGE
- DELAYED ARRIVAL MESSAGE
- CALL DISPOSITION MESSAGE

2.2. INVESTIGATIONS MODULE

The SPIDR Investigations Module is designed to provide ongoing, proactive follow-up messages to victims of crime and other material parties. Once a police report is filed in the Records Management System (RMS) or once reviewed and approved, the SPIDR Platform can send three types of messages to the crime victim.

- VICTIM ACKNOWLEDGEMENT MESSAGE
- ARREST NOTIFICATION MESSAGE
- INVESTIGATION UPDATE MESSAGE

2.3. VICTIM INFORMATION PORTAL

The Victim Information Portal (VIP) provides community members with a 24/7 on-demand web portal where they can check their case status and sign up for additional updates. This portal is accessible directly from a website link, minimizing walk-ins and callbacks. The portal provides the victim with their current case status, information related to personnel assigned to their case, and any other information that the Agency wants to provide. Crime victims that view their case in the VIP can opt-in to Arrest Notification Messages regarding their case. The VIP can be white labeled to a domain that reflects your Agency. Please note that this feature is not provided by Versaterm.

2.3.1. CONVERSATIONAL AI POWERED CASE INFORMATION

Along with the VIP implementation, a conversational AI powered solution can be provided as another solution for victims to stay informed about cases of interest.

2.4. VINELINK INTEGRATION

Providing end-to-end victim notifications is a critical goal of House Bill 2482, codified at Arizona Revised Statutes § 41-2414. SPIDR Tech offers the only integration with VINELINK to provide notifications from initial call to incarceration.

2.5. INSIGHTS MODULE

The SPIDR Insights Module automatically sends web-based, mobile-friendly surveys integrating with the Patrol and Investigations Modules. The Insights Module can be configured to send surveys out at various stages throughout the call and investigation process. Surveys are fully customizable, including branding, authorized web site address and email addresses.

These surveys enable you to benchmark and track community perception and satisfaction. This is different from public sentiment surveys, which include survey responses from individuals who have not interacted with your Agency.

FEEDBACK BOARD

The Feedback Board provides a way for Agency leadership, officers, and the community to view select department satisfaction scores and positive survey responses. Positive survey responses are selected based on the presence of high scores on the other survey questions and can be accessed through the SPIDR platform or via a public link. Additionally, admins can share feedback directly with Agency staff and leadership.

REPORTING

By surveying your community regularly, you can include monthly survey trends in your statistics model, relay officer/dispatcher commendations, etc. SPIDR provides the Agency with survey responses, as well as more in-depth survey analysis reports on a periodic basis. Survey response data can be viewed by area, crime type, call type and date. The data is available via an API so that Agency analysts can import survey data to leverage your data analytics tools.

2.6. MULTI-LANGUAGE SUPPORT

SPIDR Software can support nearly any language. Included in the state contract is English plus 2 languages of your choice, this includes the translation services required during implementation. Additional languages can be added at additional cost.

3. SECURITY

Agency acknowledges that the ACJC AZRAMP controls are the standard that Versaterm is held to. Details of security and compliance are detailed in the agreement with the ACJC. The ACJC AZRAMP controls are found in the contract with ACJC.

User role security can be optimized by using the Agency's Single Sign On (SSO) provider which can include multi-factor authentication.

All data collected from the CAD and RMS systems is owned by the Agency.

4. STATEMENT OF WORK

The SPIDR team will host a pre-kickoff meeting to review the implementation process with the Agency's team and will then schedule a kickoff meeting. The typical SPIDR implementation timeframe from kickoff to launch is approximately 30 to 60 days depending on the availability of the required resources. With a focused and dedicated Agency team we can deploy in 14 days. There are two concurrent phases to the SPIDR Tech deployment process: technical deployment and the non-technical deployment.

4.1. SPIDR TECH PROJECT ROLES AND RESPONSIBILITIES

SPIDR Tech's project team will include an implementation manager ("IM"), deployment engineer ("DE"), and a partner success manager ("PSM"). SPIDR's project team will provide services remotely via teleconference, web-conference, or other remote method in filling its commitments as outlined. The personnel role descriptions noted below provide an overview of typical project team members.

4.1.1. IMPLEMENTATION MANAGER

An Implementation Manager will be assigned as the principal SPIDR Tech representative and point of contact for your Agency. The IM's responsibilities include:

- All non-technical tasks over the course of the deployment process.
- Manage the SPIDR Tech responsibilities related to implementation.
- Maintain the project schedule and coordinate Agency resources.
- Report project status and risks.
- Conduct status meetings.

4.1.2. DEPLOYMENT ENGINEER

The Deployment Engineer is responsible for the delivery of the technical elements of the solution, meeting contracted requirements. DE's will support your Agency in a technical capacity throughout the project duration.

4.1.3. PARTNER SUCCESS MANAGER

A Partner Success Representative will be assigned to your Agency at the start of the project to be the Agency's trusted advisor post deployment, Responsibilities include:

- Assist the Agency with maximizing the value of their SPIDR Tech.
- Manage, escalate, and log issues with Support, Product Management, and Sales.
- Conduct business reviews and share information on product features.

4.2. AGENCY PROJECT ROLES AND RESPONSIBILITIES

Successful implementation relies on a committed project team participating in project activities. It is critical these resources are empowered to make decisions based on the Agency's operational and administrative needs. The

Agency project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles.

4.2.1. PROJECT MANAGER/AGENCY CHAMPION

The project manager (“PM”) will act as the primary Agency point of contact for the duration of the project. The PM’s responsibilities include:

- Communicate and coordinate with other project participants including the IM.
- Manage the Agency project team, including vendors and subcontractors.
- Consolidate all project-related questions from Agency staff.
- Evaluate progress against the project schedule.
- Attend status meetings.
- Respond to issues related to project progress.
- Ensure network access and other technical details are available for the DE.
- Signoff on milestone certifications.

The PM will likely need support from operational decision makers including subject matter experts in police operations related to 911 response, crime reporting, and investigations. Other key resources likely needed during implementation are:

- Technical Points of Contact- network, database, system, or domain administrators
- Public Information Officer – responsible for branding, media releases, etc.
- Training Officer - A representative who will serve as the internal Agency trainer.

4.2.2. INTERFACE IMPLEMENTATION

The SPIDR interfaces are flexible and can be tailored to meet the specific requirements of your Agency.

4.2.2.1. REPORTING

Versaterm limits the use of Agency’s data to the data needed to power and monitor the system to provide optimal value to our Agency partners and the victims of crimes.

For CAD interfaces, the platform requires basic CAD event metadata, examples include CAD event number, timestamps, call type, reporting party phone number.

For RMS interfaces, the platform requires basic case data, examples include case report number, report date & time, division/beat, case management information, involved parties.

Other data that may be collected as mandated or requested by ACJC: victim name, reporting party name and phone number, incident number, case number, incident location, etc.

4.2.2.2. CONFIGURATION

The software is highly configurable and modular, allowing for customization to match your Agency’s policy. Configuration options include:

- Call types & offense codes that send messages and those that won’t
- Content of each message
- Time to delay before sending a message
- Time windows for “Do Not Disturb”
- Maximum age of data to act on

4.2.2.3. USER ACCEPTANCE

User acceptance and quality assurance is the last step before you go live. SPIDR will work with the Agency to ensure messages are flowing properly with the correct content. Once verified a go-live will be set.

4.2.2.4. CONDUCT

Versaterm makes the SPIDR software easy to realize its full capabilities. The implementation team conducts Train-the-Trainer sessions, and we provide online training and training materials for your Agency throughout the life of the partnership.

4.2.2.5. SUPPORT

Details of the Service Level Agreement can be found in the contract established with the ACJC. Support requests can be raised via email (support@spidrtech.com) or phone (877-746-8276).

4.2.2.6. FEEDBACK

If Agency provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any SPIDR software/services, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Agency hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this Agreement limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

5. SIGNATURES

By signing, each party acknowledges that it has carefully read and fully understood this Agreement. The individuals signing represent that they have the authority to bind the respective parties to the terms of the Agreement.

By signing this Agreement, the Agency agrees that Versaterm will share your data as described in Section 4.2.2.1 of this Agreement with ACJC for the purpose of analytics.

By signing this Agreement, the Agency agrees that Versaterm will share your data as defined above in section 4.2.2.1 of this Agreement with VINE for the sole purpose of victim notifications.

By signing this Agreement, the Agency agrees that Versaterm will collect usage data and anonymous statistics for Versaterm's internal use and marketing.

[SIGNATURES ON FOLLOWING PAGE]

<p>CITY OF YUMA</p> <p>_____</p> <p>John D. Simonton City Administrator</p> <p>Date: _____</p>	<p>VERSATERM PUBLIC SAFETY US, INC.</p> <p>_____</p> <p>Adam Schwartz Chief Revenue Officer</p> <p>Date: _____</p>
<p>YUMA POLICE DEPARTMENT</p> <p>_____</p> <p>Thomas Garrity Chief of Police</p> <p>Date: _____</p>	
<p>ATTEST:</p> <p>_____</p> <p>Lynda L. Bushong City Clerk</p>	

Date: _____	
APPROVED AS TO FORM: _____ Richard W. Files City Attorney Date: _____	

Please read the terms and conditions carefully. Agency may not use the Versaterm product and services unless Agency agrees to the terms of this Master Software and Services Agreement.

SPIDR MASTER TERMS OF SOFTWARE AND SERVICES AGREEMENT

This SPIDR Master Terms of Software and Services Agreement (the "Agreement") is entered into by and between the Versaterm Public Safety US, Inc. ("Versaterm") and the City of Yuma, on behalf of the Yuma Police Department, ("Agency") and is effective upon the last signature by a Party to this Agreement.

WHEREAS the Arizona Criminal Justice Commission ("ACJC") has awarded Appriss Insights, LLC, an Equifax Company ("Appriss") the contract for the Arizona Victim Notification initiative.

AND WHEREAS Appriss Insights have entered into an agreement for the provision of the services regarding the Arizona Victim Notification initiative ("ACJC Contract")

AND WHEREAS Versaterm shall provide SPIDR Tech related product regarding the end-to-end victim notification system in collaboration with Appriss

1. Definitions

For the purposes of this Agreement these terms will have the following meanings:

- 1.1. **"ACJC Contract" means Contract Number CTR072831, entered through the State of Arizona procurement process by the State Procurement Office, inclusive of all amendments, solicitation documents, and bid/proposal documents.**
- 1.2. "Acknowledgement" means the applicable written document titled Acknowledgement Agreement which may attached as appendix B or separately signed by Agency and Versaterm which is otherwise incorporated as part of the Agreement, including training, specialized support, data sharing with ACJC and data migration.
- 1.3. "API" means an application programming interface.
- 1.4. "Authorized User" means an employee, consultant, or contractor of Agency authorized by Agency to access and use the Services on Agency's behalf.
- 1.5. "Confidential Information" means this Agreement Software, Agency Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.6. "Agency Data" means collectively any data, files, documentation, or other information: (i) that Agency or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.7. "Effective Date" means the last signature date below. For the Agency, the last signature is that of the City of Yuma Mayor and/or Yuma City Council.
- 1.8. "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.9. "Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Scope of Work ("SOW").
- 1.10. "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.11. "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.12. "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.13. "Licensed Materials" means collectively the Versaterm Platform, Software, Maintenance and Support, and the User Documentation.
- 1.14. "Network Aggregator Provider" means a third-party service provider that offers connectivity services to securely link separate networks.
- 1.15. "Open-Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.16. "Party" means either Agency or Versaterm and "Parties" means both.
- 1.17. "Person" means any individual, company, corporation, partnership, government or government agency, authority, or entity howsoever designated or constituted.
- 1.18. "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.
- 1.19. "Professional Services" all professional services purchased by Agency in respect of the Subscription Services or use of Software (if installed on Agency's premises), including implementation services, data migration, specialized support, training services and any other services as agreed to in writing.
- 1.20. "Services" means the Subscription Service, Licensed Materials, Professional Services and maintenance and support as agreed to in the ACJC Contract.

- 1.21. "Software" means the SPIDR Tech Investigation Module, Patrol Module, Insights Module and Vinelink integration the computer programs owned by Versaterm and which are licensed to Agency, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.
- 1.22. "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.
- 1.23. "Subscription Term" means, with respect to any use of Software or access to Subscription Service, the subscription period commencing once software is made available to the Agency for use and shall end once the ACJC Contract, has been terminated or expired.
- 1.24. "Term" means the term set out in Section 17.1. of this Agreement.
- 1.25. "Third Party Data" means any data owned by a third party that the Agency accesses via the Software.
- 1.26. "Third-Party Component" means any components of the Subscription Services provided by third parties, including Open-Source Software Components and third-party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 1.27. "Third-Party Supplier" means any party who provides products and/or services, including Open-Source Software and Third-Party Components that contribute to the overall Software provided to the Agency by Versaterm.
- 1.28. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.
- 1.29. "Versaterm Contracting Entity" means the Versaterm entity or affiliate that is counterparty to this Agreement with Agency and is set forth in Section 22.
- 1.30. "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.
- 1.31. "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. License

- 2.1. Provided there is no default of payment, for the duration of the applicable Subscription Term, Versaterm hereby grants to Agency a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-free license to access and use of the Subscription Service or Licensed Materials for the purpose of the ACJC Victim Notification initiative.

3. Usage Restrictions and Requirements.

- 3.1. Agency shall not (a) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this Agreement , (b) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein , and in all cases subject to the confidentiality provisions hereof, and provided that all copyright

notices and any other proprietary notices are included, (c) assign this Agreement or transfer, lease, export or grant a sublicense of the Software or the license contained in this Agreement to any Person except as expressly authorized herein, (d) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code (e) give any Person other than its employees, consultants, contractors and/or clients of Agency or other individuals identified and approved by Versaterm to access to the Software, (f) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers, (g) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software, (h) permit (and Agency shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Agency) to use the Software in any way that would constitute a breach of this Agreement, (i) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm, (j) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials, (k) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software, (l) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature.

3.2. Agency shall be solely and exclusively responsible for the supervision, management, and control of Agency's, and each of its Authorized User's, use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

4. Agency's Obligations

4.1. Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the terms of this Agreement. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Agency acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.

4.2. Agency shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Agency, to use or have access to the Software and User Documentation.

4.3. Agency agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Agency shall respond promptly to any Versaterm request to provide information, approvals, authorizations, or decisions that are reasonably necessary for Versaterm to provide the Software.

4.4. Subject to the terms and conditions of this Agreement, and if applicable, the SOW, Agency shall provide Versaterm with all reasonable access, which may include remote access, to Agency's systems and premises for the purpose of Versaterm performing its obligations pursuant to this Agreement, and the failure of Agency to provide such access shall relieve Versaterm of its obligation to perform such obligations.

4.5. Agency shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

5. Ownership

5.1. Agency acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title

or interests, including any license, is granted to Agency hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Agency herein. Agency further acknowledges and agrees that all Third-Party Components are and shall at all times remain the property of the applicable Third-Party Suppliers.

5.2. Agency shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

5.3. If Agency provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Agency hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Agency or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this Agreement limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

6. Agency Data and Hosting Provider

6.1. Agency hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Agency Data solely in connection with providing the Licensed Materials to Agency, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Agency Data, and data of other customers, to create aggregated and anonymized statistics or data that do not identify Agency or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Agency shall be solely responsible for providing, updating, uploading, and maintaining all Agency Data.

6.2. Agency acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Agency Data or the results generated from any Agency Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Agency Data or the results therefrom; (iii) does not purport to monitor Agency Data; and (iv) if Software is installed on Agency premises, shall not be responsible to back up or maintain any back up of the Agency Data or any portion thereof.

6.3. Versaterm may change its third-party hosting provider ("Hosting Provider") at any time. Agency's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this Agreement, Versaterm shall not be liable for any problems, failures, defects, or errors with the Licensed Materials to the extent caused by the Hosting Provider. Agency acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

6.4. Agency shall ensure that its employees, consultants, contractors, and agents comply with the terms and conditions of this Agreement or any SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Agency shall be responsible for the actions of all such employees, consultants, contractors, and agents.

7. Fees and Payment Terms

7.1. Versaterm acknowledges that Agency shall not be invoiced for the Services provided that such Services are paid by ACJC.

8. Taxes. – Not applicable

9. Confidentiality

9.1. Each Party acknowledges that all Confidential Information includes confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this Agreement and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Agency, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement. Notwithstanding the above language, Versaterm understands and acknowledges that Agency is bound by the State of Arizona laws pertaining to public records, primarily located at Arizona Revised Statutes, Title 39. Versaterm further understands and acknowledges that victims' personal identifying and locating information, as defined in A.R.S. § 13-4434, is generally confidential and protected information absent a court order, the release of which may violate Arizona Constitution Art. II § 2.1.

9.2. Each Party agrees that any breach of this Section 9 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this Agreement, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 9.

9.3. Upon the termination or expiration of this Agreement, each Party will return to the other Party all Confidential Information which is then in its possession or control. Upon the termination of this Agreement, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.

9.4. Notwithstanding the above, Versaterm reserves the right to retain Agency Data that has been aggregated and anonymized, and Agency Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

9.5. If one Party becomes legally compelled to disclose any Confidential Information of the other Party (such as by a court order or similar legal instrument or proceeding), it shall provide the other Party with prompt notice thereof. If such actions are unsuccessful, or the other Party waives its rights to such remedies, then the compelled Party shall disclose only that portion of the Confidential Information necessary to comply with the applicable legal obligations. Versaterm understands and acknowledges that Agency is bound by the State of Arizona laws pertaining to public records, primarily located at Arizona Revised Statutes, Title 39. Versaterm acknowledges that Arizona public records laws prevent Agency from delaying the release of documents deemed to be public record for any purpose. Versaterm understands it must promptly seek injunction relief upon notice of a public record request.

10. Representations and Warranties of Versaterm.

10.1. Versaterm represents and warrants as follows: (a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this Agreement. This Agreement and each of the agreements, contracts and instruments required by this Agreement to be delivered by Versaterm have been duly authorized by Versaterm. This Agreement has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms, (b) neither the entering into of this Agreement, nor the performance by Versaterm of any of its obligations under this Agreement will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound and (c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Agency is, at the time of shipment, free of any known computer software viruses.

11. Representations and Warranties of Agency.

11.1. Agency represents, warrants, and covenants, as follows: (a) Agency has the corporate power and the capacity to enter into, and to perform its obligations under this Agreement. This Agreement and each of the agreements, contracts and instruments required by this Agreement to be delivered by Agency have been duly authorized by Agency and (b) This Agreement has been duly executed and delivered by the Agency and is a valid and binding obligation of the Agency, enforceable in accordance with its terms; and neither the entering into of this Agreement, nor the performance by Agency of any of its obligations under this Agreement will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Agency or under an agreement to which the Agency is a party or by which Agency is otherwise bound.

12. Versaterm's Indemnity

12.1. Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 12, a "Claim") brought against Agency to the extent such Claim alleges that any Licensed Materials infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Agency by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Agency as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Agency or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

12.2. Notwithstanding anything to the contrary in this Agreement, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Agency in respect of a Claim without Versaterm's express prior written consent.

12.3. If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense: (a) procure for Agency the right to continue using the applicable Licensed Materials, (b) replace or modify the same so that it becomes non-infringing without loss of material functionality; or (c) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Agency any pre-paid and unused portion of the Fees paid by Agency in respect of use of the Software for the remainder of the then-current portion of the Subscription Term or License Term.

12.4. Notwithstanding the above, Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third-Party Supplier.

12.5. This Section 12 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

13. Agency's Indemnity

13.1. Unless prohibited by applicable law, Agency shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Agency Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Agency's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Agency pursuant to Section 13; provided that Agency is given: (a) prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim, (b) all reasonable information and assistance from Versaterm, at Agency's expense, which Agency may require to defend the Claim; and (c) sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (i) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (ii) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (iii) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

14. Exclusion of Other Warranties and Conditions

14.1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS AGREEMENT INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD-PARTY SUPPLIER.

14.2. AGENCY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD-PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF AGENCY AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY AGENCY OR ANY THIRD-PARTY.

15. Exclusion of Indirect Damages.

15.1. UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND,

INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, AGENCYS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR AGENCY RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF AGENCY MATERIALS OR FACILITIES, INCLUDING AGENCY'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING AGENCY DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST AGENCY FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

16. Limitation of Direct Damages.

16.1. THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IS LIMITED TO THE VALUE OF THE SUBSCRIPTION FEES PAID TO VERSATERM FOR THE SERVICES USED BY THE AGENCY PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

17. Term.

17.1. This Agreement shall commence upon the Effective Date and shall end once the ACJC Contract, has been terminated or expired.

17.2. Upon expiration this Agreement all rights to access and use or the license to use Licensed Materials, as applicable.

17.3. The Parties agree that if the Agency is already using the Services under a different contract signed between Agency and SPIDR Tech, Inc. or service schedule signed between Agency and Versaterm, the applicable contract or service schedule shall be considered terminated as of the Effective Date and the Services shall be governed by this Agreement.

17.4. Should Agency desire to continue using the Services following the expiration or termination of this Agreement the Parties shall enter into a separate master software and services agreement and service schedule or similar contract.

18. Termination.

18.1. In addition to any other rights or remedies hereunder:

18.1.1. Subject to terms of the ACJC Contract, Versaterm reserves the right to terminate this Agreement or parts of this Agreement for convenience by providing thirty (30) days written notice to the Agency.

18.1.2. Versaterm may terminate this Agreement at any time on giving Agency notice in writing if: (i) Agency infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Agency's use of the Software poses a security risk to the Software or any third party; (iii) ; or (iii) Agency fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this Agreement, , and solely in the case of (iii) above, such failure

continues for a period of thirty (30) days after delivery of written notice by Versaterm to Agency requiring Agency to cure such failure.

18.2. This Agreement shall be terminated should there be a material reduction in or cancellation of public funding.

18.3. This Agreement shall automatically terminate upon the expiration or termination of the ACJC Contract.

18.4. Subject to applicable law, Agency may terminate this Agreement immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this Agreement and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Agency requiring Agency to cure such failure.

19. Orderly Termination

19.1. Upon termination of termination or expiration of this Agreement or termination or expiration of ACJC Contract, whichever occurs first, Agency shall: (a) immediately discontinue use of the Licensed Materials; (b) ensure that all Persons using the Licensed Materials pursuant to this Agreement cease all use thereof; (c) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control; (d) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Agency's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same; deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Agency and all such Persons to whom Agency has provided access to any Licensed Materials have complied with the terms of this Section 19, as applicable; and (e) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm

20. Suspension

20.1. If Agency has materially violated the Agreement including failure to pay any Fees (if applicable) or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend Agency's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

21. Notices.

21.1. All notices, requests, demands and other communications under this Agreement shall be in writing and shall only be considered delivered as follows:

a) on the date of sending if sent by email to the email address indicated in Section 21(b); or

- b) on the tenth (10) calendar day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed to the below points of contact. In the event the point of contact changes for a Party, that Party shall notify the other Party, in writing, within five (5) calendar days:

To Versaterm at:
Versaterm Public Safety U.S. Inc.
1 North MacDonald, Suite 500
Mesa, Arizona, USA
85201

City of Yuma
Attn: Captain Wayne Boyd
1500 South 1st Avenue
Yuma, Arizona 85364

Attention: Legal Department
E-mail: legal@versaterm.com

wayne.boyd@yumaAz.gov

With copy to:
Versaterm Public Safety Inc.
1331 Clyde Avenue, Suite 400
Ottawa, Ontario, Canada
K2C 3G4

22. Miscellaneous.

- 22.1. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this Agreement shall be effective unless signed in writing by both Parties.
- 22.2. This Agreement is between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any with a third-party or to incur any obligation or liability on behalf of the other Party.
- 22.3. Agency may not assign any rights or benefits under this Agreement (including any SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this Agreement to any Person by providing written notice to the Agency and may contract with any other Person to perform its obligations under this Agreement without obtaining Agency's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this Agreement to any Person without providing written notice to the Agency if such assignment is due to a corporate restructure, merger, or acquisition.
- 22.4. Except as expressly provided otherwise in a SOW dates and times by which Versaterm or Agency is required to render performance (other than dates and times for payment of money) under a SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Agency, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

- 22.5. If any provision of this Agreement or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed here from, and the remaining provisions of this Agreement or SOW shall not be affected thereby and shall remain valid and enforceable.
- 22.6. All obligations accrued to the date of termination as well as the Sections of this Agreement listed below shall survive the termination of this Agreement made pursuant to this Agreement for as long as necessary to permit their full discharge: 1, 3, 4.2, 7-9, 12-16, 19, and 21-22.
- 22.7. Section headings used in this Agreement are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this Agreement.
- 22.8. This Agreement and (if applicable) SOW made pursuant to this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 22.9. Prior to the commencement of any legal proceeding under this Agreement all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this Agreement.
- 22.10. This Agreement and any SOW shall not be changed or amended except in writing by an amendment executed by authorized representatives of each Party.
- 22.11. The laws of the State of Arizona shall be applicable to the interpretation of this Agreement without regard to the conflicts of law principles thereof. The Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 22.12. This Agreement, along with the SOW agreed to by the Agency in accordance with this Agreement or signed by the Agency, constitute the entire agreement between Versaterm and Agency regarding Agency's use of the Services. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this Agreement and there are no warranties, representations, or covenants between the Parties in connection with this Agreement, except as specifically set forth or referred to in this Agreement. The ACJC Contract is incorporated into this Agreement by reference.
- 22.13. The Parties agrees that in the event of a conflict or inconsistency between the terms of this Agreement and or other documents, the order of precedence shall be the following: (1) this Agreement and (2) Acknowledgement.
- 22.14. The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Agency shall not apply to this Agreement shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.
- 22.15. Versaterm may reference the existence of this Agreement and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Agency as a customer of Versaterm including in Versaterm's customer list and other marketing materials.
- 22.16. In the event of a Force Majeure Event, nonperformance or delay shall not be deemed to be a default hereunder. The Party declaring a Force Majeure Event shall continue to meet its security and confidentiality obligations and shall make all reasonable efforts to continue to meet all its

obligations throughout the duration of the Force Majeure Event. The Party declaring a Force Majeure Event shall notify the other party promptly when the Force Majeure Event begins. This provision shall not limit the Parties' rights under any similarly applicable state law.

22.17. Agency acknowledges details of the service level agreement can be found in the contract established within the ACJC Contract. Support requests can be raised via email (support@spidrtech.com) or phone (877-746-8276).

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the Effective Date.

Agreed to on behalf of:
The City of Yuma

John D. Simonton
City Administrator
[Date]

Yuma Police Department

Thomas Garrity
Chief of Police

Date: _____

Agreed to on behalf of:
Versaterm Public Safety US, Inc.

Adam Schwartz
Chief Revenue Officer
[Date]

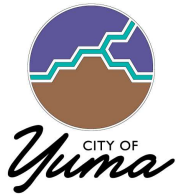
ATTEST:

Lynda Bushong, City Clerk

Date: _____

APPROVED AS TO FORM:

Richard W. Files, City Attorney



City of Yuma

City Council Report

File #: R2025-020

Agenda Date: 3/5/2025

Agenda #: 4.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Police	<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:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Patrol	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

TITLE:

Agreement: Arizona Department of Homeland Security

SUMMARY RECOMMENDATION:

Authorize the City Administrator and designated City staff to execute an agreement with the Arizona Department of Homeland Security to reimburse the City for funds expended for overtime, employee related expenses and mileage being utilized in support of Operation Stonegarden. (Police/Patrol) (Thomas Garrity)

STRATEGIC OUTCOME:

This agreement is in line with the City Council's Safe and Prosperous strategic outcome. This action contributes to community safety and prosperity by entering into a collaborative operational agreement with the United States Border Patrol that provides additional security patrols throughout the community to address border related security issues.

REPORT:

Operation Stonegarden (OPSG) is a collaborative operational agreement between State, Local and Tribal law enforcement agencies and the United States Border Patrol (USBP). OPSG supports the USBP's efforts to enhance border security through the interdiction of illegal activity in border communities. By employing this partnership, the Police Department will be able to deploy additional patrols to aid in detecting and deterrence of border-related crime and support the City of Yuma's vision of being a Safe and Prosperous community.

The Police Department is one of several agencies that partner with the USBP to develop and maintain a multi-tiered level of security along the United States/Mexico border. This partnership allows the City of Yuma to engage with Federal, State, Tribal and other Local law enforcement agencies, encouraging positive, long-lasting relationships.

Under this agreement, YPD would be reimbursed up to \$506,537.36 for overtime, \$78,462.64 for employee-related expenses and \$34,020 for mileage expenses (total of \$619,020) in support of OPSG from February 1, 2025, through March 31, 2026. OPSG funds cannot supplant normal operations or funding.

By approving this motion, the Mayor and Council authorize the City Administrator and designated City Staff to execute an agreement for the City to be reimbursed for overtime, employee related expenses and mileage expenses utilized in support of OPSG.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 619,020.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 619,020.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$619,020.00			
Grant funds			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

All funds spent by the City related to the OPSG Overtime-Mileage project will be reimbursed by the Arizona Department of Homeland Security utilizing Federal Grant Funds.

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: 02/25/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/24/2025

RESOLUTION NO. R2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPROVING AND AUTHORIZING THE CITY OF YUMA TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, REGARDING THE OPERATION STONEGARDEN GRANT PROGRAM

WHEREAS, on January 24, 2025, the Arizona Department of Homeland Security (AZDOHS) approved a grant for the City of Yuma under the Operation Stonegarden Grant Program (OPSG); and

WHEREAS, Operation Stonegarden Grant Program funds will allow the Yuma Police Department to deploy patrols to aid in detecting and deterring border-related crimes; and

WHEREAS, the Operation Stonegarden Grant Program will reimburse the City of Yuma for overtime, employee-related expenses, and mileage utilized in support of Operation Stonegarden;

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

SECTION 1: The City Council finds entering into a subrecipient agreement with the Arizona Department of Homeland Security to accept Operation Stonegarden grant funds for use by the Yuma Police Department is in the public interest.

SECTION 2: The document titled Subrecipient Agreement Operation Stonegarden Grant Program Overtime-Mileage, attached and incorporated into this Resolution by reference, is approved for signature on behalf of the City of Yuma.

Adopted this _____ day of March, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME-MILEAGE**

24-AZDOHS-OPSG- 240434-01
(Enter Subrecipient Agreement number above (e.g., 240XXX-XX))

Between

**The Arizona Department of Homeland Security
And
Yuma Police Department**

(Enter the name of the Subrecipient Agency above)

UEI Number GN4ZBTUNCN83
(Enter the UEI number above)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **February 1, 2025 and shall terminate on March 31, 2026** (the "Period of Performance"). The obligations of the Subrecipient as described herein will survive termination of this agreement.
3. **Description of Services** The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG OVERTIME-MILEAGE**" and funded at \$ 619,020 (as may have been modified by the award letter).
(Enter funded award amount above)
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to \$ 619,020 to Subrecipient under this Agreement.
Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted.** Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review

process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

- 10. Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
- 11. Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
- 12. Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
- 13. Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
- 14. Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
- 15. Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The

Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).

20. Nonsupplanting Agreement Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy

must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. E-Verify Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. Research and Development Subrecipient may not use funds obtained under this Agreement for research/development.

23. Funds Management Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. Reporting of Matters Related to Recipient Integrity and Performance If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. Nondiscrimination Subrecipient must comply with the following that apply to this Federally-funded program:

- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
- b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
- c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9

(<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);

- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. Intellectual Property Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. Activities Conducted Abroad Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. Federal Debt Status Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).

29. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. Compliance with Certain Federal Statutes, Regulations, and Requirements

- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
- b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

- c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1 (https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred,

including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. Applicability of Terms of this Agreement to Tribes If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. Cancellation for Conflict of Interest AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. Assignment and Delegation Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. Third Party Antitrust Violations Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. Availability of Funds AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. Force Majeure If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. Dispute Resolution In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. Governing Law and Interpretation of This Agreement This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. Licensing Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. Sectarian Requests Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. Closed-Captioning of Public Service Announcements Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. Indemnification Each party (as "Indemnitor") agrees to defend, indemnify, 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) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. Termination Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. Paragraph Headings Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. Counterparts This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. Authority to Execute This Agreement The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. Transfer of Funds Prohibition Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. Parties This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. Respective Responsibilities Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. Publicity Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. Notices All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

CAPTAIN LUIS MARQUEZ
Enter Title, First & Last Name Above
CITY OF YUMA, POLICE DEPARTMENT
Enter Agency Name Above
1500 S. 1ST AVENUE
Enter Mailing Address Above
YUMA AZ 85304
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

FOR AND BEHALF OF THE

Enter Agency Name Above

Arizona Department of Homeland Security

Authorized Signature Above

Susan Dzbanko, Deputy Director

Print Name & Title Above

Enter Date Above

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

City of Yuma

John D. Simonton, City Administrator

Date: _____

ATTEST:

Lynda L. Bushong, City Clerk

Date: _____

APPROVED AS TO FORM:

Richard W. Files, City Attorney

Date: _____

**FFY 2024 Operation Stonegarden Grant Program
 Overtime/ERE/Mileage - Budget Detail
 Agency: Yuma Police Department
 Subrecipient Agreement #: 240434-01**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

OVERTIME	ERE	MILEAGE	TOTAL AWARD
\$ 506,537.36	\$ 78,462.64	\$ 34,020	
			\$ 619,020.00

Project Point of Contact

Print Name

Signature

Date

AZDOHS Staff:

Kim Brooks

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Katie Hobbs

Director Kim O'Connor

January 24, 2025

Chief Thomas Garrity
Yuma Police Department
1500 S. First Avenue
Yuma, AZ 85364

Subject: FFY 2024 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **240434-01**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Garrity:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$619,020.00**. The grant performance period is **February 1, 2025 through March 31, 2026**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2024 federal award date as indicated in the U.S. DHS award package is 9/19/2024 with a total amount of funding of \$23,885,198.00. The Federal Award Identification Number is EMW-2024-SS-05080.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS.

1. Two Subrecipient Agreements - Download two original OPSG Subrecipient Agreements (**email attachment**)
 - a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
 - b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Budget Detail (**email attachment**)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter). (**email attachment**)

Hard copies of the Award Letter, Budget Detail, EHP letter and Subrecipient Agreements will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above (if applicable) is not signed and received by AZDOHS on or before April 30, 2025 this award is rescinded and the funds will be reallocated.**

This letter does not serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until **February 1, 2025**. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this

project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Kim O'Connor". The signature is written in a cursive, slightly slanted style.

Kim O'Connor
Director

Attachments to email: Subrecipient Agreement, OPSG Budget Detail, EHP Designation Letter



Governor Katie Hobbs

State of Arizona

Department of Homeland Security



Director Kim O'Connor

Subject: FFY 2024 Operation Stonegarden- EHP Level A Review

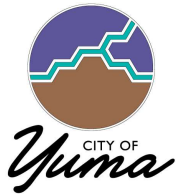
Subrecipient: Yuma Police Department
Subrecipient Agreement Number: 240434-01
Project Title: OPSG Overtime/Mileage

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded. Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 228-3618 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review. Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



City of Yuma

City Council Report

File #: R2025-021

Agenda Date: 3/5/2025

Agenda #: 5.

	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 checked="" type="checkbox"/> Resolution
DIVISION:	<input checked="" type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Resolution of Support: Gary Knight Memorial Highway

SUMMARY RECOMMENDATION:

Staff recommends that the City Council formally and publicly support the proposal to name a segment of United States Route 95, from milepost 31 to milepost 38, as the Gary Knight Memorial Highway in honor of former Councilmember Gary Knight’s dedicated service to the City of Yuma and his contributions to the region. (Administration) (Jenn Reichelt)

STRATEGIC OUTCOME:

Honoring Gary Knight’s legacy fosters civic pride and strengthens community identity by being Connected and Engaged, and by recognizing individuals who have made a lasting impact on Yuma. This action demonstrates City Council’s Respected and Responsible strategic outcome by honoring dedicated public servants and ensuring their contributions are acknowledged and remembered.

REPORT:

The Arizona State Board on Geographic and Historic Names is seeking public comment on a proposal to rename a segment of United States Route 95, from mileposts 31 to 38, as the Gary Knight Memorial Highway. The Board is responsible for determining appropriate names for places in Arizona per A.R.S. § 41-835 through § 41-838.

Gary Knight served as a City of Yuma Councilmember from 2014 to 2024 and was deeply involved in advancing transportation and economic development projects for the benefit of Yuma and the surrounding region.

For the past 10 years, Knight served on the Executive Board of the Yuma Metropolitan Planning Organization (YMPO) and served as chairman in 2017 and 2023. During his tenure with YMPO, he played a key role in several regional projects such as:

- The widening of U.S. Highway 95 between Yuma and the Yuma Proving Ground
- The construction of the Fortuna Wash Bridge

Through YMPO, Knight also served as a member of the Rural Transportation Advocacy Council (RTAC) Executive Board, which protects and promotes rural and small metropolitan transportation interests in Arizona.

During Knight’s service on the board, he helped secure \$39 million in funding for construction on U.S. Highway 95, which greatly benefited the Yuma area.

In 2018, Governor Doug Ducey appointed Knight to the State Transportation Board (STB) for a six-year term, representing District 6, which includes Yuma, La Paz, Mohave, and Yavapai counties. Knight served as Chairman of the STB in 2023 and was still actively serving on the Board prior to his passing.

By supporting the renaming of this highway segment, the City of Yuma formally recognizes and honors Gary Knight’s legacy of public service, leadership, and commitment to transportation improvements in the region. The proposed renaming aligns with the City’s vision of respecting and preserving the contributions of civic leaders who have made a lasting impact on the Yuma community.

The Council’s endorsement of this resolution will be submitted to the Arizona State Board on Geographic and Historic Names as part of the public comment process.

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			
-			
To total; right click number & choose "Update Field"			

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: 02/24/2025
Reviewed by City Attorney:	Date:

Richard W. Files	02/23/2025
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RESOLUTION NO. R2025-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, FORMALLY SUPPORTING THE NAMING OF A SEGMENT OF UNITED STATES ROUTE 95, FROM MILEPOST 31 TO MILEPOST 38, AS THE GARY KNIGHT MEMORIAL HIGHWAY

WHEREAS, the Arizona State Board on Geographic and Historic Names has requested public comment regarding the proposed naming of a portion of United States Route 95 (mileposts 31 to 38) as the Gary Knight Memorial Highway; and

WHEREAS, Gary Knight served the City of Yuma as a Councilmember from 2014 to 2024 and made significant contributions to regional transportation improvements, economic development, and infrastructure projects that have positively impacted Yuma and the surrounding areas; and

WHEREAS, Gary Knight was an advocate for highway and transportation enhancements, including efforts to improve and expand roadways critical to Yuma’s economic and community growth; and

WHEREAS, for the past 10 years, Gary Knight served on the Executive Board of the Yuma Metropolitan Planning Organization (YMPO) and as chairman in 2017 and 2023, playing a key role in regional projects such as the widening of U.S. Highway 95 and the construction of the Fortuna Wash Bridge; and

WHEREAS, through YMPO, Gary Knight also served on the Rural Transportation Advocacy Council (RTAC) Executive Board, where he helped secure \$39 million in funding for construction on U.S. Highway 95, benefiting the Yuma region; and

WHEREAS, in 2018, Governor Doug Ducey appointed Knight to the Arizona State Transportation Board (STB), where he represented District 6 (Yuma, La Paz, Mohave, and Yavapai counties) and served as Chairman of the STB in 2023; and

WHEREAS, naming this segment of United States Route 95 in honor of Gary Knight serves as a fitting tribute to his years of public service, leadership, and dedication to the betterment of Yuma; and

WHEREAS, the City of Yuma believes that renaming this segment as the Gary Knight Memorial Highway is a meaningful way to honor his legacy and lasting contributions to the region;

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

SECTION 1: The City Council of the City of Yuma formally supports the renaming of United States Route 95, from milepost 31 to milepost 38, as the Gary Knight Memorial Highway.

SECTION 2: The City of Yuma urges the Arizona State Board on Geographic and Historic Names to approve this naming proposal in recognition of Gary Knight’s service and dedication to the community and the State of Arizona.

SECTION 3: A copy of this Resolution shall be submitted to the Arizona State Board on Geographic and Historic Names as formal public comment in support of the proposal.

ADOPTED this ____ day of _____, 2025

APPROVED:

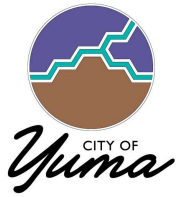
Douglas J. Nicolls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: R2025-022

Agenda Date: 3/5/2025

Agenda #: 6.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Police	<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: Administration	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Grant Award Agreement: AZ DPS Anti-Human Trafficking Fund

SUMMARY RECOMMENDATION:

Authorize a \$135,900 grant agreement with the State of Arizona's Department of Public Safety for equipment and software for the Yuma Police Department. (Police/Administration) (Thomas Garrity)

STRATEGIC OUTCOME:

The proposal emphasizes the integration of advanced equipment and software to enhance the City Council's strategic outcome of Safe and Prosperous, particularly in addressing safety. This initiative will strengthen the Police Department's digital infrastructure, improve communication, and enhance collaboration among employees, ultimately fostering a more effective response to anti-human trafficking efforts within the Yuma Police Department's operations.

REPORT:

In a significant step towards combating human trafficking within the State of Arizona, the Yuma Police Department (YPD) has successfully secured grant funding from the Arizona Department of Public Safety (AZDPS) through its Anti-Human Trafficking Fund. This funding is a crucial part of the state's ongoing efforts to address and mitigate the issue of human trafficking.

The grant agreement between the City, on behalf of YPD, and AZDPS includes financial provisions aimed at enhancing the department's operational capabilities to effectively tackle human trafficking cases. Specifically, AZDPS has committed to reimburse YPD for the purchase of one unmarked vehicle, providing up to \$50,000.00.

In addition to the vehicle funding, YPD will receive further financial support totaling up to \$85,900.00 for the acquisition of necessary equipment and software. This funding will facilitate the implementation of advanced technologies and tools that are critical in gathering and analyzing data related to human trafficking.

By approving this motion, YPD will be authorized to enter into a grant agreement with AZDPS, further strengthening the City of Yuma's commitment to transparency and community safety.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 135,900.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$135,900.00			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Grant funds will be used toward covering all associated costs.

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: 02/25/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/24/2025

RESOLUTION NO. R2025-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF YUMA, REGARDING THE ACCEPTANCE OF ANTI-HUMAN TRAFFICKING GRANT FUNDING

WHEREAS, the purpose of the attached Intergovernmental Agreement (Agreement) shall be to enhance law enforcement services and programs that reduce human trafficking within the state as allowed in HB2897 through the cooperative efforts of the parties to this Agreement; and,

WHEREAS, each of the State of Arizona (State) and the City of Yuma (City) finds that the performance of this Agreement is in the best interest of both parties, and that the undertaking will benefit the public.

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

SECTION 1: This agreement provides Fiscal Year 2025 (July 1, 2024 through June 30, 2025) Anti-Human Trafficking funding up to \$135,900 for equipment and software for the Yuma Police Department.

SECTION 2: Quarterly, the YPD will report statistical activity and progress for agreed upon performance measures. Additionally, ongoing information exchange and intelligence sharing will occur between the City and State.

SECTION 3: The terms of this Agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2024, and shall expire on June 30, 2025. If funds are not allocated to support this Agreement, DPS will provide written notice to YPD notifying them of termination of funding and cancellation of the Agreement.

SECTION 4: Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION 5: The City Administrator, on behalf of the City of Yuma, is authorized to execute the attached *Agreement Regarding Anti-Human Trafficking* which is approved in accordance with its terms.

SECTION 6: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

**AGREEMENT REGARDING
ANTI-HUMAN TRAFFICKING**

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as “DPS”, and the City of Yuma through the Yuma Police Department, hereinafter referred to as “YPD”.

The purpose of this Agreement shall be to enhance law enforcement services and programs that reduce human trafficking within the state as allowed in HB2897 through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

This agreement provides Fiscal Year 2025 (July 1, 2024, through June 30, 2025) Anti-Human Trafficking funding up to \$135,900 for equipment and software for the Yuma Police Department.

Quarterly, the YPD will report statistical activity and progress for agreed upon performance measures. Additionally, ongoing information exchange and intelligence sharing will occur between YPD and DPS.

II. REIMBURSEMENT

DPS agrees to reimburse YPD for one unmarked vehicle up to \$50,000. Additionally, funding up to \$85,900 will be provided for equipment and software.

Evidence of expenditures shall be provided by June 30 or as soon as practicable, for the fiscal year just ended. Quarterly statistical reports shall be provided on the same schedule as the expenditure information.

III. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which 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 or for any damages because of termination under this paragraph.

IV. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

V. INDEMNIFICATION

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) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. RECORDKEEPING

All records regarding the Agreement, including officers’ time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

IX. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2024, and shall expire on June 30, 2025. If funds are not allocated to support this agreement, DPS will provide written notice to YPD notifying them of termination of funding and cancellation of the Agreement.

X. CANCELLATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XI. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the Agreement will be provided by mail to:

Phil L. Case, Budget Officer
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638

Thomas Garrity, Chief of Police
Yuma Police Department
1500 S. 1st Avenue
Yuma, AZ 85364-1436

XII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director

Date: _____

CITY OF YUMA

By: _____
John D. Simonton, City Administrator

Date: _____

ATTEST:

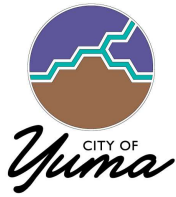
By: _____
Lynda Bushong, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Richard W. Files, City Attorney

Date: _____



City of Yuma

City Council Report

File #: R2025-023

Agenda Date: 3/5/2025

Agenda #: 7.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Police	<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: Administration	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Grant Award: U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant

SUMMARY RECOMMENDATION:

Authorize the City Administrator to complete the required paperwork with the U.S. Department of Justice and to accept grant funding associated with the Edward Byrne Memorial Justice Assistance Grants. (Police Department) (Thomas Garrity)

STRATEGIC OUTCOME:

The proposal underscores the importance of integrating advanced equipment and software to significantly enhance the City Council's strategic outcome of Safe and Prosperous, especially in the realm of public safety. By utilizing Edward Byrne Memorial Justice Assistance Grant funds, this initiative will empower the police department to adopt cutting-edge technologies that improve crime prevention, response times, and data analysis.

REPORT:

The U.S. Department of Justice requires supporting documentation be submitted when being considered for the Edward Byrne Memorial Assistance Grant. This funding supports law enforcement programs aimed at enhancing public safety and community policing efforts by incorporating technology. Notably, there are no matching funds required from the City for this grant. The City is seeking an award of \$50,668.00.

A Memorandum of Understanding between the City and County is required by JAG before awarding funds, being that the City and County are identified by the JAG Program as a "disparate grouping," where one or more municipalities within a county are eligible for a direct award. JAG legislation requires a county to remain partners with the local jurisdiction receiving funding.

By adopting this motion, the Council authorize the City Administrator to complete the necessary documentation to secure the grant funding from the Department of Justice. The U.S. Department of Justice requires submitting supporting documentation when being considered for the Edward Byrne Memorial Assistance Grant. This funding supports law enforcement programs aimed at enhancing public safety and community policing efforts by incorporating technology. Notably, there are no matching funds required from the City for this grant.

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			
-			
To total; right click number & choose "Update Field"			

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025

RESOLUTION NO. R2025-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA AUTHORIZING A MEMORADUM OF UNDERSTANDING BETWEEN YUMA COUNTY AND THE CITY OF YUMA, REGARDING THE ACCEPTANCE OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS TO BE USED BY THE CITY OF YUMA

WHEREAS, the City and the County are identified by the JAG Program as a “disparate grouping” where one or more municipalities within a county are eligible for a direct award and JAG legislation requires a county to remain partners with a local jurisdiction receiving funds: and,

WHEREAS, each governing body finds that the performance of this agreement is in the best interest of both parties, that the undertaking will benefit the public.

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

SECTION 1: The City and the County will pursue only “direct allocated” funds available from the Edward Byrne Memorial Justice Assistance Grant.

SECTION 2: By entering into the attached and incorporated Memorandum of Understanding (MOU), the parties do not intend to create any obligations, express or implied, other than those set out in the MOU which will commence on the date entered into, will remain in effect until September 30th, 2025, and is only valid for the purpose of the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant.

SECTION 3: The City Administrator, on behalf of the City of Yuma, is authorized to execute the attached MOU which is approved in accordance with its terms.

SECTION 4: The City Administrator is authorized to take all acts necessary to obtain the Edward Byrne Memorial Justice Assistance Grant funds sought under this Resolution.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**Memorandum of Understanding between
Yuma County and City of Yuma**

**BJA FY 24 – Edward Byrne Memorial Justice Assistance Grant (JAG Program)
Award Application Number: BJA-2024-172239**

This Memorandum of Understanding (MOU) is entered into by and between the Yuma County (COUNTY) and the City of Yuma (CITY).

WHEREAS, the COUNTY and the CITY are identified by the JAG Program as a “disparate grouping” where one or more municipalities within a county are eligible for a direct award and JAG legislation requires a county to remain partners with a local jurisdiction receiving funds: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

Section 1

The CITY and COUNTY will pursue only “direct allocated” funds available from the Edward Byrne Memorial Justice Assistance Grant.

Section 2

The CITY and COUNTY will not pursue “joint allocated” funds available from the Edward Byrne Memorial Justice Assistance Grant. The CITY and COUNTY will not be submitting a joint application for the aggregated funds.

Section 3

By entering into this Agreement, the parties agree to not intend to create any obligations express or implied other than those set out herein; further, this Agreement will commence on the date entered into, will remain in effect until September 30th, 2024, and is only valid for the purpose of the BJA FY 24 Edward Byrne Memorial Justice Assistance Grant.

Section 4

This Agreement will remain in full force and effect for the above period from the date it is executed by the parties and may not be extended. The COUNTY and CITY may terminate this Agreement for any reason upon (30) days written notice to the other party.

Section 5

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

For Yuma County

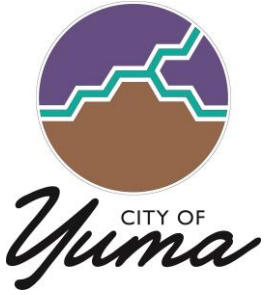
For City of Yuma

Ian McGaughey
County Administrator

John Simonton
City Administrator

Date_____

Date_____



RE: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award # O-BJA-2024-172239

The City of Yuma does not have any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under the solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under the solicitation.

The City of Yuma does not have any applications for sub-awards of federal funds.

Regards,

John Simonton
City Administrator

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

John D. Simonton

Printed Name of Chief Executive

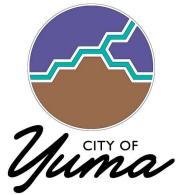
City of Yuma Police Department

Name of Applicant Unit of Local Government

Date of Certification

City Administrator

Title of Chief Executive



City of Yuma

City Council Report

File #: O2025-003

Agenda Date: 2/19/2025

Agenda #: 1.

DEPARTMENT: Engineering	STRATEGIC OUTCOMES <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	ACTION <input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction <input checked="" type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing
DIVISION: Engineering		

TITLE:

Property Dedication by Gift: South Side of City 48th Street

SUMMARY RECOMMENDATION:

Authorize the acceptance of real property from Yuma Sunshine Investments, LLC, an Arizona Limited Liability Company. (Engineering Department)(Dave Wostenberg)

STRATEGIC OUTCOME:

Accepting fee title ownership to property that will be constructed as a public street with water and sewer utilities, streetlights, aligns with the Respected and Responsible strategic outcome.

REPORT:

Phase 2 of Villa Serena subdivision will abut City 48th Street, west of 6E, where the developer must construct the center median, and the two inside lanes plus streetlights. The Gwynn family and Meinhardt family, who own property south of 48th Street have agreed to gift the remaining south half (40 feet) of 48th Street right-of-way through Yuma Sunshine Investments, L.L.C. Please see attached location map.

In order for the City to accept real property, even at no cost to the City, City Council must approve acceptance of real property by ordinance.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 100.00	BUDGETED:	\$ 100.00
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

FY 2025 City Engineering Budget		
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

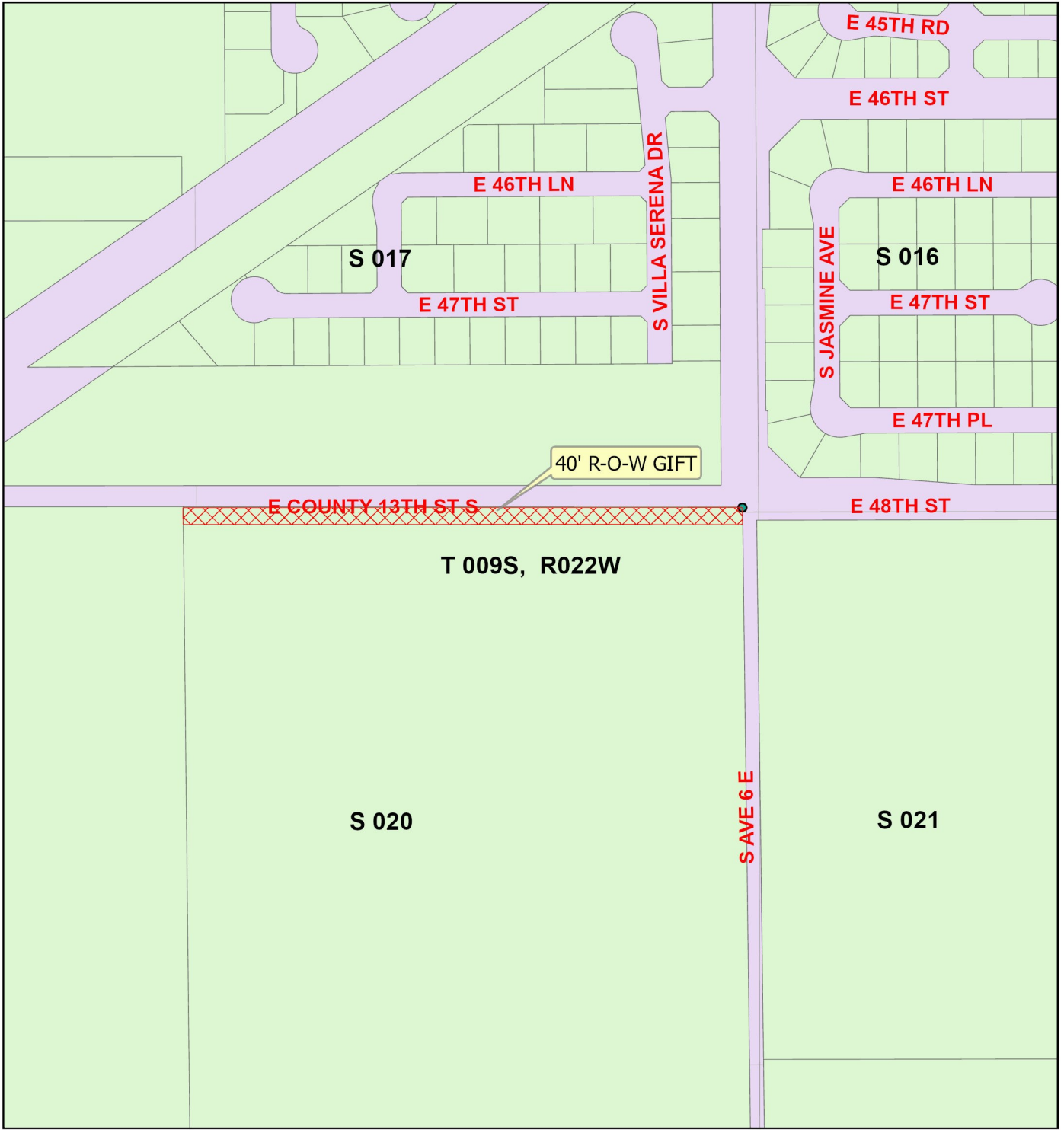
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 02/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/09/2025



AFFECTED AREA

NOTE: THIS MAP IS PREPARED TO SHOW GENERAL SITE LOCATION ONLY AND REPRESENTS NO SPECIFIC DIMENSIONS RELATED TO THE SITE.



LOCATION MAP

Prepared by: **ANDREW MCGARVIE**

Checked by:

**CITY OF YUMA
ENGINEERING
DEPARTMENT**

DATE: **12/19/2024**

SCALE: **N.T.S**

REVISED:

CIP NO.

ORDINANCE NO. O2025-003

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF YUMA, ARIZONA, AUTHORIZING THE ACCEPTANCE
OF GIFT PROPERTY**

WHEREAS, pursuant to the Yuma City Charter, Article II, Section 2, the City of Yuma (City) is authorized to acquire and dispose of real property; and,

WHEREAS, Yuma Sunshine Investments, LLC seeks to dedicate the south half of City 48th Street to the City of Yuma as a gift or donation at no cost to the City; and,

WHEREAS, the developer of the Villa Serena subdivision on the north side of 48th Street will need the right-of-way to construct the center median and two inside lanes plus street lights for phase two of the Villa Serena subdivision, the described right-of-way from Yuma Sunshine Investments LLC is necessary for the improvements that will be constructed,

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

SECTION 1: On behalf of the City of Yuma, the City Administrator is authorized and directed to accept the donation of fee title to property described in the Warranty Deed attached and incorporated as Exhibit A.

SECTION 2: Fees for recording the attached Warranty Deed with the Yuma County Recorder's Office are authorized for payment by the City.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Warranty Deed Exhibit A

WHEN RECORDED MAIL TO:

Office of the City Clerk
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436

WARRANTY DEED

EXEMPT from Affidavit and Filing Fees (A.R.S. 11-1134 A.3.)

This Warranty Deed is made by:

Yuma Sunshine Investments, L.L.C., an Arizona Limited Liability Co.
P.O. Box 5924
Yuma, Arizona 85366
(Grantor)

To the:

City of Yuma, an Arizona municipal corporation
One City Plaza
Yuma, Arizona 85364-1436
(Grantee)

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is acknowledged, the **Grantor** does hereby grant, transfer and convey to **Grantee**, that parcel of real property situated in Yuma County, Arizona described in Exhibit "A" attached and by this reference incorporated in this Warranty Deed.

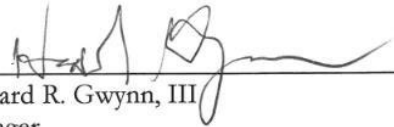
Subject to, reservations in patents, all easements, covenants, conditions, and restrictions, as may appear of record.

Grantor warrants title against all persons whomsoever, subject to the matters set forth above.

WARRANTY DEED
NORTH HALF OF 48TH STREET, WEST OF AVENUE 6E
PAGE 1 of 5

DATED this 11th day of December, 2024.

**Yuma Sunshine Investments L.L.C., an Arizona
limited liability company**

By: 
Howard R. Gwynn, III
Manager

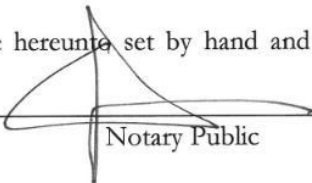
State of Arizona)
) ss.
County of Yuma)

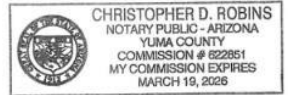
The foregoing instrument was acknowledged before me this 11th day of DECEMBER, 2024, by HOWARD R. GWYNN, III, Manager, YUMA SUNSHINE INVESTMENTS, L.L.C., an Arizona Limited Liability Co., L.L.C., on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

My Commission Expires:

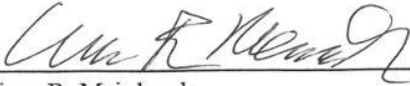
3/19/26


Notary Public



DATED this 12th day of December, 2024.

**Yuma Sunshine Investments L.L.C., an Arizona
limited liability company**

By: 
William R. Meinhardt
Manager

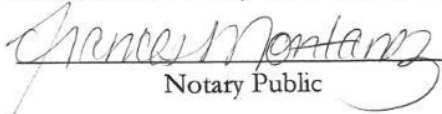
State of Arizona)
 Maricopa ss.
County of Yuma)

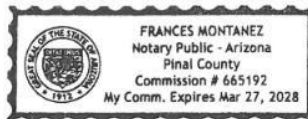
The foregoing instrument was acknowledged before me this 12th day of December, 2024, by WILLIAM R. MEINHARDT, Manager, YUMA SUNSHINE INVESTMENTS, L.L.C., an Arizona Limited Liability Co., L.L.C., on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

My Commission Expires:

March 27, 2028


Notary Public



ACCEPTED AND APPROVED, hereby dedicating to the City of Yuma, Arizona, as right-of-way for roadways and other purposes related thereto.

City of Yuma

Dated: _____

John D. Simonton
Acting City Administrator

Attest:

Dated: _____

Lynda L. Bushong
City Clerk

Approved as to form:

Dated: _____

Richard W. Files
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

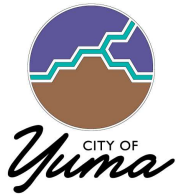
That portion of the East half of the Northeast quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 20, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

48th STREET (Co. 13th Street)

The North 40 feet of the East half of the Northeast quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of said Section 20;

Said parcel contains 1.21 acres, more or less.

Description Verified By:	
City Engineering Department	Date



City of Yuma

City Council Report

File #: O2025-005

Agenda Date: 2/19/2025

Agenda #: 2.

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

TITLE:

Rezoning of Property: 920 S. Avenue B

SUMMARY RECOMMENDATION:

Rezone approximately 9.39 acres located at 920 S. Avenue B, Yuma, AZ. from the Agriculture (AG) District to the Limited Commercial (B-1) District (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Approval of this rezone supports development in the City that will be responsibly constructed, meeting all codes and requirements. This rezone furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible.

REPORT:

The subject property is located at 920 S. Avenue B and is approximately 9.39 acres. The property was annexed into the City of Yuma on December 16, 2022, and in 2023 was the subject of a General Plan Amendment to change the designated land use from Low Density Residential to Mixed Use.

With this rezone request the applicant seeks to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District for development of medical facilities. In the Limited Commercial (B-1) District, medical offices and clinics are permitted uses. Hospital uses must also obtain a Conditional Use Permit (CUP). All new development will be required to meet City of Yuma development standards. The request to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District conforms with the General Plan.

On January 13, 2025, the Planning and Zoning Commission voted 5-0 to recommend approval of the request to rezone approximately 9.39 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for the property located at 920 S. Avenue B, Yuma, AZ, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.

- 3. The Owner/Developer shall provide a Traffic Impact Statement providing peak hour traffic count based on the Trip Generation Manual from the Institute of Transportation Engineers, sealed by an Arizona Engineer with Traffic Experience. Mitigation of the traffic impact shall be approved by the City Engineer prior to building permits being issued.
- 4. If the peak hour traffic count exceeds 100 vehicles per hour, then the Owner/Developer shall submit a full Traffic Study with onsite and offsite mitigation recommendations as required by City construction standard 2-040, sealed by an Arizona traffic Engineer. The Owner/Developer will be responsible for the needed onsite and offsite improvements, prior to the building permits being issued.
- 5. Owner/Developer shall design and construct a southbound to westbound turn lane along the Avenue B frontage including any traffic striping and signage as needed for safe ingress and egress of the site.
- 6. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to A.R.S. § 9-462.01.

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMISSION MEETING MINUTES:

Meredith Rojas, Associate Planner summarized the staff report and recommended **APPROVAL**.

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT’S REPRESENTATIVE

None

PUBLIC COMMENT

None

Motion by Lorraine Arney, second by John Mahon to APPROVE ZONE-43337-2024. Motion carried unanimously, (5-0) with two vacancies.

Planning and Zoning Staff Report - Attached

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			
-			
To total; right click number & choose "Update Field"			

**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: 02/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/09/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING DIVISION
CASE TYPE – REZONE
CASE PLANNER: MEREDITH BURNS**

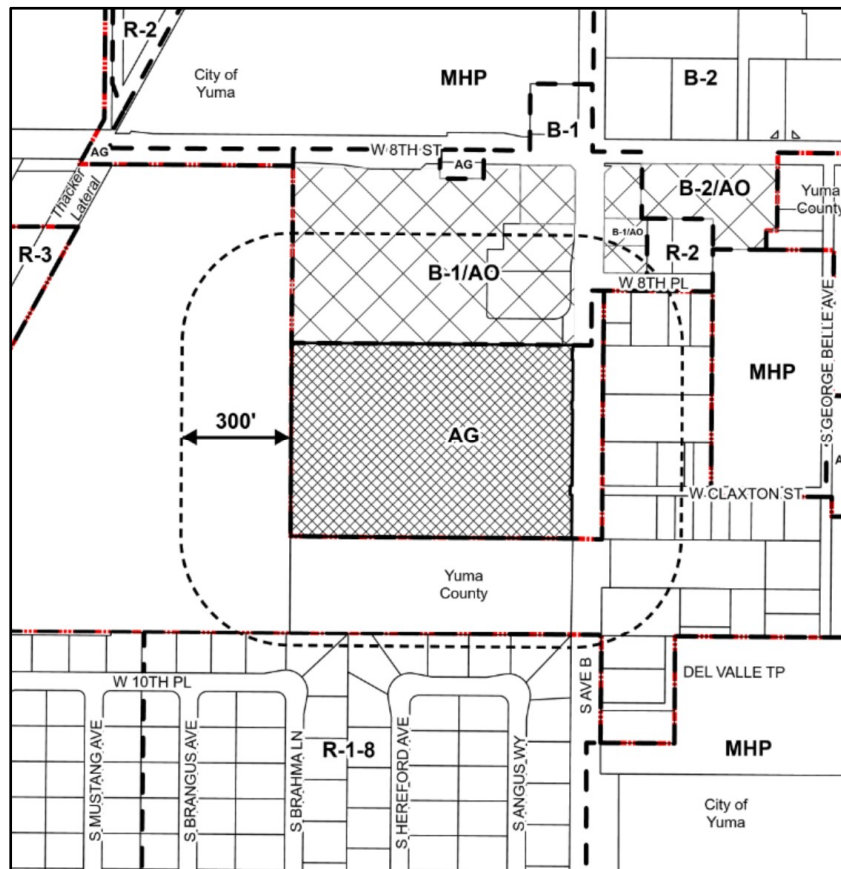
Hearing Date: January 13, 2025

Case Number: ZONE-43337-2024

Project Description/ Location: This is a request by Osman Engineering on behalf of Bio Realty Group, LLC, to rezone approximately 9.39 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for the property located at 920 S. Avenue B, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agriculture (AG)	Vacant	Mixed Use
North	Limited Commercial (B-1)/ Aesthetic Overlay (AO)	Walmart Neighborhood Market	Mixed Use
South	County Limited Commercial (C-1)	Agriculture	Low Density Residential
East	County Limited Commercial (C-1)	Restaurants, offices, single-family homes	Mixed Use, Medium Density Residential
West	County Manufactured Home Park (MHP)	Friendly Acres RV Resort	Medium Density Residential

Location Map



Prior site actions: Pre-Development Meeting, March 17, 2022; Annexation Ordinance O2022-035, effective December 16, 2022; General Plan Amendment R2023-008, adopted March 1, 2023; Pre-Development Meeting, October 3, 2024; Bio Clinic Lot Tie, recorded February 14, 2024

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Agriculture (AG) District to the Limited Commercial (B-1) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** Rezone ZONE-43337-2024 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval: By approving the rezone, the Planning and Zoning Commission is recommending approval to City Council for the request to rezone approximately 9.39 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for the property located at 920 S. Avenue B, Yuma, AZ, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The subject property is located at 920 S. Avenue B and is approximately 9.39 acres. The property was annexed into the City of Yuma on December 16, 2022, and in 2023 was the subject of a General Plan Amendment to change the designated land use from Low Density Residential to Mixed Use.

With this request the applicant is seeking to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District for development of medical facilities. The applicant intends to develop the property in four phases, starting with a two-story medical office building with a 18,007-square-foot footprint. Later phases involve a two-story surgery center with a 7,000-square-foot footprint, a 25,000-square-foot micro-hospital, a helipad, and an 8,000-square-foot dialysis center.

While the applicant intends to develop the property for medical facilities, the rezone to Limited Commercial (B-1) will allow for a variety of commercial activities, such as restaurants, retail stores, and offices. In the Limited Commercial (B-1) District, medical offices and clinics are permitted uses. Hospital uses are required to go through the Conditional Use Permit (CUP) process. All new development will be required to meet City of Yuma development standards, including building setbacks, height limitations, paved access, parking, lighting, and landscaping.

The request to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District conforms with the General Plan.

1. Does the proposed zoning district conform to the Land Use Element? Yes.

Land Use Element:									
Land Use Designation:				Mixed Use					
Issues:				None					
Historic District:	Brinley Avenue		Century Heights		Main Street		None	X	
Historic Buildings on Site:		Yes	No	X					

2. Are there any dedications or property easements identified by the Transportation Element?

No.

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Avenue B – Minor Arterial	50 FT HW	50 FT HW				X
Bicycle Facilities Master Plan	Avenue B: Proposed Bike Lanes					
YCAT Transit System	Avenue B: Green Route 4; W. 8 th Street: Purple Route 6A					
Issues:						

3. Does the proposed rezoning of the property conform to the remaining elements of the general plan? Yes.

Parks, Recreation and Open Space Element:										
Parks and Recreation Facility Plan										
Neighborhood Park:	Existing: Kiwanis Park				Future: Kiwanis Park					
Community Park:	Existing: Joe Henry Memorial Park				Future: Joe Henry Memorial Park					
Linear Park:	Existing: East Main Canal Linear Park				Future: Thacker Lateral					
Issues:										
Housing Element:										
Special Need Household:	N/A									
Issues:										
Redevelopment Element:										
Planned Redevelopment Area:	N/A									
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X				
Conforms:	Yes		No							
Conservation, Energy & Environmental Element:										
Impact on Air or Water Resources	Yes		No	X						
Renewable Energy Source	Yes		No	X						
Issues:										
Public Services Element:										
<u>Population Impacts</u> Population projection per 2018-2022 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person			Dwellings & Type		Projected	Police	Water		Wastewater	
			<i>Non-residential</i>		Population	Impact	Consumption		Generation	
			Maximum	Per Unit		Officers	GPD	AF	GPD	
			10	0	0	0.00	0	0.0	0	
			Minimum							
			5	0	0	0.00	0	0.0	0	
Fire Facilities Plan:	Existing: Fire Station No. 4				Future: Fire Station 10					
Water Facility Plan:	Source:	City	X	Private	Connection:	24" PVC on Avenue B and 12" AC on Avenue B				
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection:	10" Avenue B			
Issues: Utility extensions required to the site, currently on septic system. Manhole located approximately 584' south of the south property line on east side of Avenue B.										
Safety Element:										
Flood Plain Designation:	500 Year Flood Zone			Liquefaction Hazard Area:		Yes	X	No		
Issues:										

Growth Area Element:									
Growth Area:	Araby Rd & Interstate 8			Arizona Ave & 16 th St			Avenue B & 32 nd St.		
	North End		Pacific Ave & 8 th St		Estancia		None	X	
Issues:									

4. Does the proposed rezoning conform to the adopted facilities plan?

Yes.

5. Does the proposed rezoning conform to Council’s prior approval of rezonings, development agreements or subdivisions for this site?

Yes. A General Plan Amendment was approved on March 1, 2023 that changed the land use designation from Low Density Residential to Mixed Use.

Public Comments Received: None Received

External Agency Comments: None Received

Neighborhood Meeting Comments: See Attachment E

Proposed conditions delivered to applicant on: 12/12/24

Final staff report delivered to applicant on: 12/27/24

- Applicant agreed with all of the conditions of approval on: 12/17/24
- Applicant did not agree with the following conditions of approval:
- If the Planner is unable to make contact with the applicant

Attachments

A	B	C	D	E	F	G	H
Conditions of Approval	Conceptual Site Plan	Agency Notifications	Agency Comments	Neighborhood Meeting Comments	Neighbor Notification List	Neighbor Postcard	Aerial Photo

Prepared By: *Meredith Burns* **Date:** 12/23/24
Meredith Burns
Assistant Planner (928) 373-5000, x3047
Meredith.Burns@yumaaz.gov

Reviewed By: *Jennifer L. Albers* **Date:** 12/23/24
Jennifer L. Albers
Assistant Director of Planning

Approved By: *Alyssa Linville* **Date:** 12/26/24
Alyssa Linville
Director, Planning and Neighborhood Services

**ATTACHMENT A
CONDITIONS OF APPROVAL**

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Department of Planning and Neighborhood Services Comments: Alyssa Linville, Director (928) 373-5000 x 3037

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.

Department of Engineering, Andrew McGarvie, Engineering Manager, (928) 373-5000 x 3044

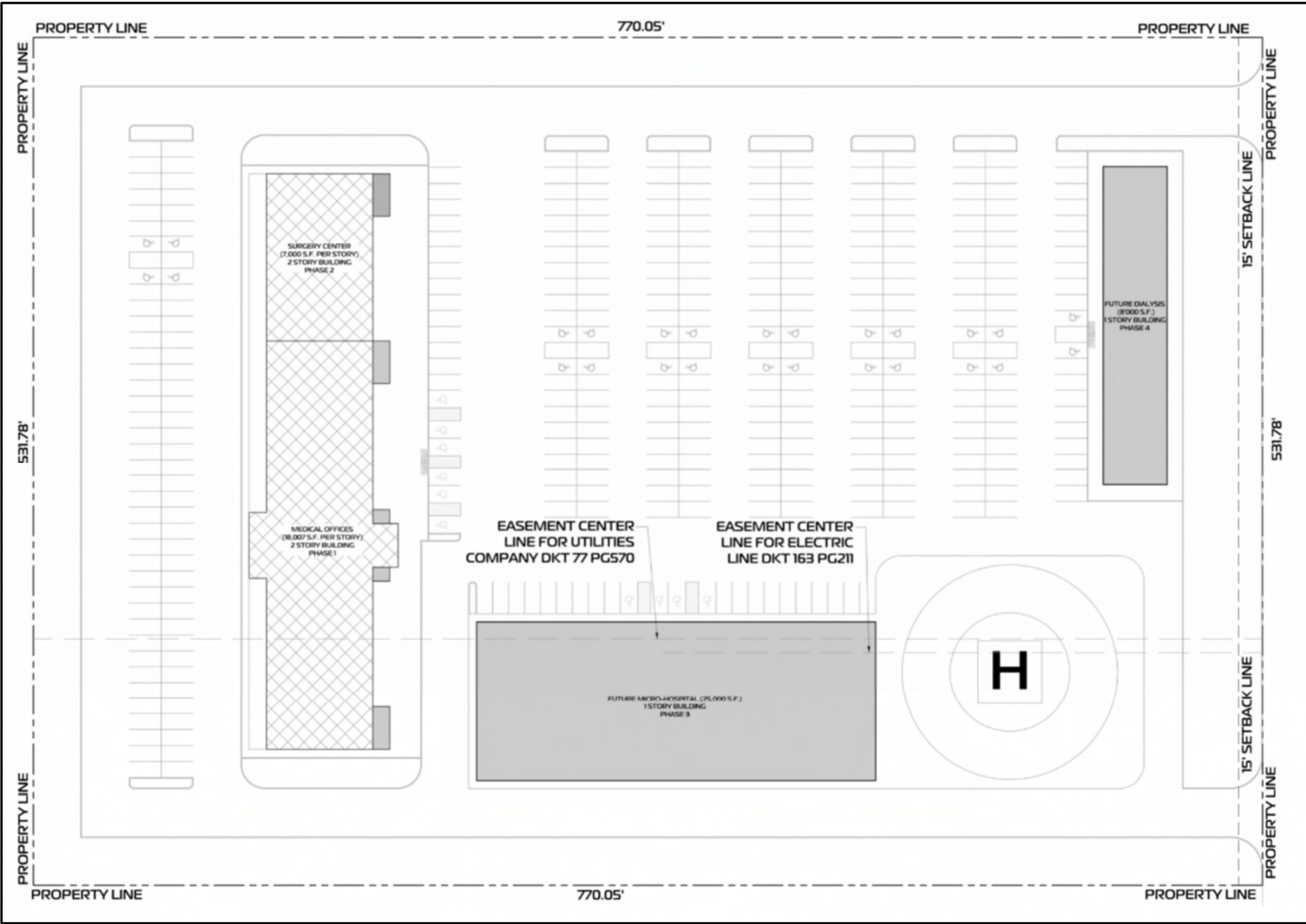
3. The Owner/Developer shall provide a Traffic Impact Statement providing peak hour traffic count based on the Trip Generation Manual from the Institute of Transportation Engineers, sealed by an Arizona Engineer with Traffic Experience. Mitigation of the traffic impact shall be approved by the City Engineer prior to building permits being issued.
4. If the peak hour traffic count exceeds 100 vehicles per hour, then the Owner/Developer shall submit a full Traffic Study with onsite and offsite mitigation recommendations as required by City construction standard 2-040, sealed by and Arizona traffic Engineer. The Owner/Developer will be responsible for the needed onsite and offsite improvements, prior to the building permits being issued.
5. Owner/Developer shall design and construct a southbound to westbound turn lane along the Avenue B frontage including any traffic striping and signage as needed for safe ingress and egress of the site.

Community Planning, Meredith Burns, Assistant Planner, (928) 373-5000 x 3047

6. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B CONCEPTUAL SITE PLAN



**ATTACHMENT C
AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** 12/27/24
- **300' Vicinity Mailing:** 11/25/24
- **34 Commenting/Reviewing Agencies noticed:** 11/27/24
- **Site Posted on:** 12/03/24
- **Neighborhood Meeting:** 12/10/24
- **Hearing Date:** 01/13/25
- **Comments due:** 12/09/24

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	YES	11/27/24	X		
Yuma County Engineering	NR				
Yuma County Public Works	YES	12/02/24	X		
Yuma County Water Users' Assoc.	YES	12/02/24	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	12/02/24	X		
Ft. Yuma Quechan Tribe	YES	11/29/24	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	YES	12/11/24		X	X
Fire	YES	12/03/24	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	NR				
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D
AGENCY COMMENTS**

DATE:	12/11/2024	NAME:	Andrew McGarvie	TITLE:	Engineering Manager
AGENCY:	City of Yuma, Development Engineering		PHONE:	928-373-5000 ext. 3044	
<i>Enter comments below:</i>					
<p>1). The Owner/Developer shall provide a Traffic Impact statement providing peak hour traffic count based on the Trip Generation Manual from the Institute of Transportation Engineers, sealed by an Arizona Engineer with Traffic Experience. Mitigation of the traffic impact shall be approved by the City Engineer prior to building permits being issued.</p> <p>2). If the peak hour traffic count exceeds 100 vehicles per hour, then the Owner/Developer shall submit a full traffic study with onsite and offsite mitigation recommendations as required by City construction standard 2-040, sealed by and Arizona traffic Engineer. The Owner/Developer will be responsible for the needed onsite and offsite improvements, prior to the building permits being issued.</p> <p>3). Owner/Developer shall design and construct a southbound to westbound turn lane along the Avenue B frontage including any traffic striping and signage as needed for safe ingress and egress of the site.</p>					

ATTACHMENT E
NEIGHBORHOOD MEETING COMMENTS

Date Held: 12/10/24

Location: On-site (920 S. Avenue B)

Attendees: Meredith Burns, Erika Peterson, Ibrahim Osman, Mamoun Hamid

SUMMARY OF ATTENDEE(S) COMMENTS RELATED TO THE PROJECT:

- NO NEIGHBORS IN ATTENDANCE. NO COMMENTS OR QUESTIONS.

**ATTACHMENT F
NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City/State/Zip Code
AGUAYO SAMANTHA M	2440 W 11TH ST	YUMA, AZ 85364
ATCHLEY MARY F UND 1/4 INT	1111 PALM AVE	YUMA, AZ 85364
BIO REALTY GROUP LLC	PO BOX 669	YUMA, AZ 85366
CJ TRUST 10-20-2022	4427 E VERBENA ST	YUMA, AZ 85365
CJ TRUST 10-20-2022	4427 E VERBENA ST	YUMA, AZ 85365
CRUZ ARMANDO S & MARIA J JT	1046 S 13TH AVE	YUMA, AZ 85364
DOUBLE R PRO INVESTMENTS LLC	919 S AVE B	YUMA, AZ 85364
FELIX MATTHEW & VERONICA CPWROS	1031 S BRAHMA LN	YUMA, AZ 85364
FLETES ISELA	108 CEDAR ST	SALINAS, CA 90905
FLORES CHRISTOPHER L & SUSAN R TRUST 3-26-2010	1050 S HEREFORD AVE	YUMA, AZ 85364
FRIENDLY ACRES MOBILE HOME & RV PARK AZ LLC	77 W CHICAGO ST #4	CHANDLER, AZ 85225
GREENE STACY	2704 W 10TH PL	YUMA, AZ 85364
HOEFT DAVID R	2660 W 10TH PL	YUMA, AZ 85364
HOWRY TRUST 3-4-2024	2520 W 10TH PL	YUMA, AZ 85364
JARAMILLO JOSE LUIS	2445 W CLAXTON ST	YUMA, AZ 85364
KHUBIR SHWAN	2241 S AVENUE A SUITE 12	YUMA, AZ 85364
LARA DAVID A & ESTELA L TRUST 1-24-01	PO BOX 3748	SAN LUIS, AZ 85349
LARA DAVID A & ESTELA L TRUST 1-24-2001	PO BOX 3748	SAN LUIS, AZ 85349
LARA DAVID A & ESTELLA L TRUST 1-24-01	1997 W 15TH PL	YUMA, AZ 85364
MCBRIDE JACKI L	1051 S ANGUS WAY	YUMA, AZ 85364
NUNEZ FRANSOANY	2508 W 10TH PL	YUMA, AZ 85364
OLIN JOHN & RUTH JT	2504 W 10TH PL	YUMA, AZ 85364
RAMOS MARTIN & LETICIA TRUST 11-3-00	2495 W 4TH PLACE	YUMA, AZ 85364
RODRIGUEZ ANGELICA I	2457 W 8TH PL	YUMA, AZ 85364
RUEDA EDGAR	2676 W 10TH PL	YUMA, AZ 85364
SAGE GLEE L TRUST	2402 W CLAXTON ST	YUMA, AZ 85364
SIEMENS BONNIE C TRUST 2-10-09	2512 W 10TH PL	YUMA, AZ 85364
VELASCO JOSE W & ANGELICA M	2452 W 18TH PL	YUMA, AZ 85364
WAL-MART STORES INC DE CORP	PO BOX 8050	BENTONVILLE, AR 72712
WAL-MART STORES INC DE CORP	PO BOX 8050	BENTONVILLE, AR 72712
WAL-MART STORES INC DE CORP	PO BOX 8050 MS 0555	BENTONVILLE, AR 72712
WARNER ANTONIA F	3800 W FRANCIS ST	YUMA, AZ 85364
YUMA MUSIC MAN LLC	949 S AVE B	YUMA, AZ 85364

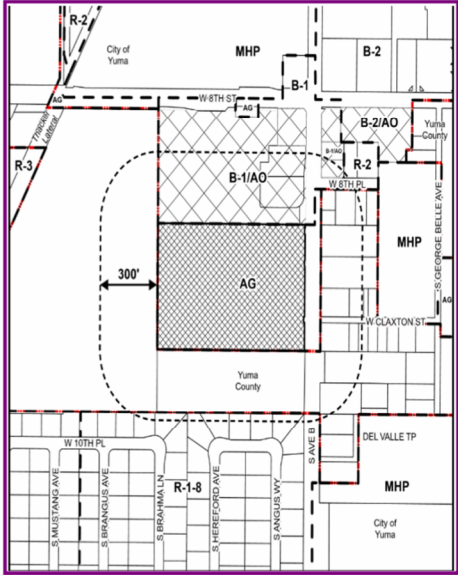
**ATTACHMENT G
NEIGHBOR MAILING**

This is a request by Osman Engineering on behalf of Bio Realty Group, LLC, to rezone approximately 9.39 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for the property located at 920 S. Avenue B, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-43337-2024**

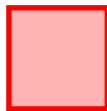
**NEIGHBORHOOD MEETING
12/10/2024 @ 5PM
On-Site**

**PUBLIC HEARING
01/13/2025 @ 4:30 PM
Public Works, Training Room,
155 W. 14th Street, Yuma, AZ.**



Because you are a neighbor within 300' of 920 S. Avenue B, Yuma, AZ., you are invited to attend these meetings to voice your comments. If you have questions or wish to submit written comments, please contact Meredith Burns by phone at (928) 373-5000 ext. 3047 or by email at Meredith.Burns@YumaAz.gov

ATTACHMENT H
AERIAL PHOTO



Subject Property

ORDINANCE NO. O2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE AGRICULTURE (AG) DISTRICT TO THE LIMITED COMMERCIAL (B-1) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on January 13, 2025 in Zoning Case No: ZONE-43337-2024 in the manner prescribed by law for the purpose of rezoning a parcel of real property hereafter described to the Limited Commercial (B-1) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance, and manner provided by law, including publication of notice of the hearing in the Yuma Sun on December 28, 2024; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-43337-2024 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: The following described real property, depicted in Exhibit A, attached:

That part of the Northeast Quarter of Northeast Quarter of Section 30, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Beginning at a point on the East line of said Section 30, a distance of 530.9 feet South from the Northeast Corner of said section; thence running South, a distance of 796.35 feet to the Southeast Corner of the said Northeast Quarter of the Northeast Quarter of said section; thence West along the South Line of said Northeast Quarter of the Northeast Quarter. A distance of 820.5 feet; thence North and parallel to the East Line of said section, a distance of 796.35 feet; thence East, a distance of 820.5 feet to the point of beginning.

Containing 409,202.25 square feet or 9.39 acres, more or less.

shall be placed in the Limited Commercial (B-1) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Limited Commercial (B-1) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the Limited Commercial (B-1) District.

SECTION 2: The following conditions must be met and/or completed in order for the zoning amendment to be final:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.

2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The Owner/Developer shall provide a Traffic Impact Statement providing peak hour traffic count based on the Trip Generation Manual from the Institute of Transportation Engineers, sealed by an Arizona Engineer with Traffic Experience. Mitigation of the traffic impact shall be approved by the City Engineer prior to building permits being issued.
4. If the peak hour traffic count exceeds 100 vehicles per hour, then the Owner/Developer shall submit a full Traffic Study with onsite and offsite mitigation recommendations as required by City construction standard 2-040, sealed by and Arizona Traffic Engineer. The Owner/Developer will be responsible for the needed onsite and offsite improvements, prior to the building permits being issued.
5. Owner/Developer shall design and construct a southbound to westbound turn lane along the Avenue B frontage including any traffic striping and signage as needed for safe ingress and egress of the site.

SECTION 3: Each of the conditions listed above shall be completed within two (2) years of the effective date of this rezoning ordinance or prior to the issuance of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe, then the rezone shall be subject to A.R.S. § 9-462.01.

Adopted this _____ day of _____, 2025.

APPROVED:

 Douglas J. Nicholls
 Mayor

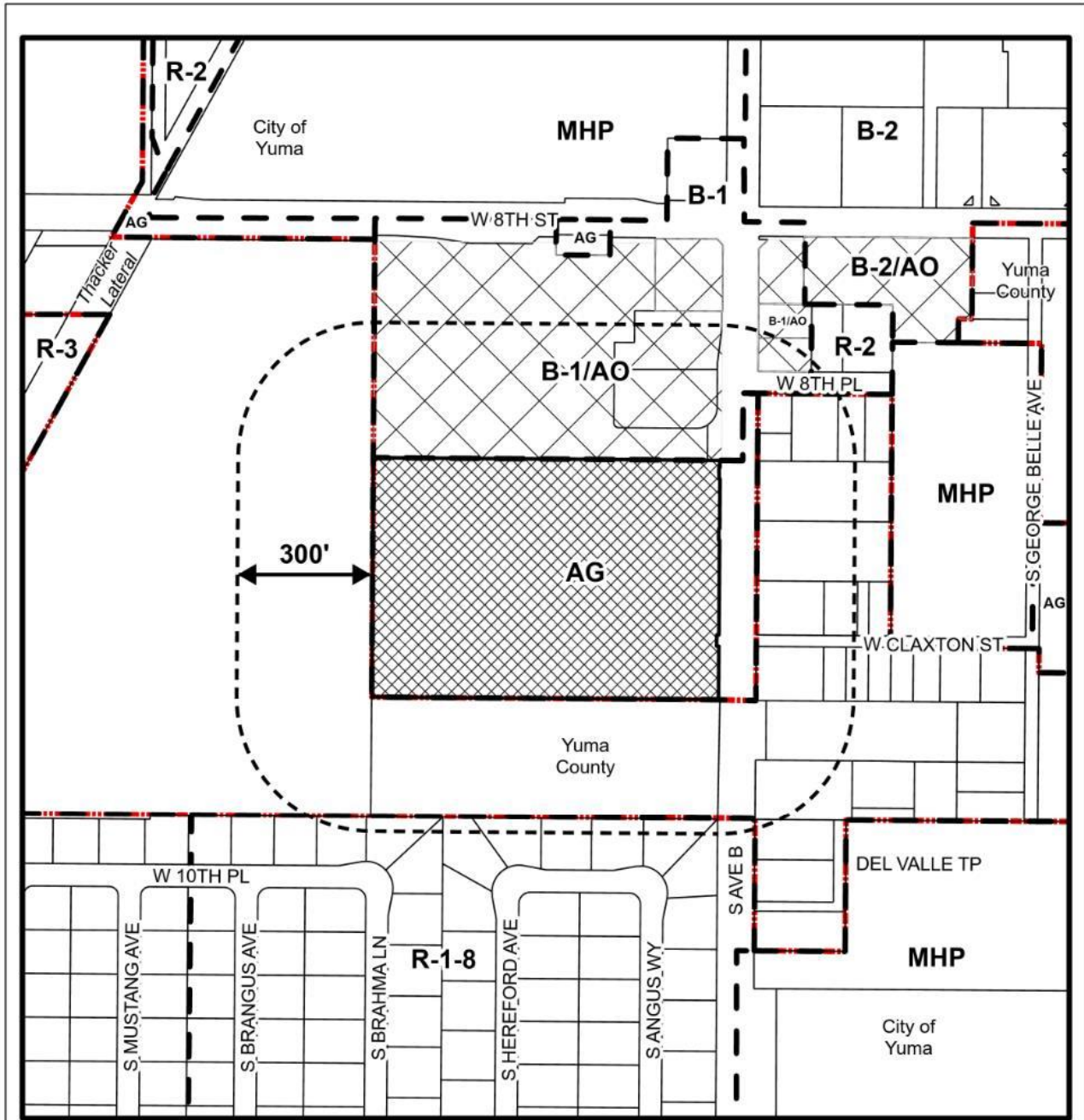
ATTESTED:

 Lynda L. Bushong
 City Clerk

APPROVED AS TO FORM:

 Richard W. Files
 City Attorney

Exhibit A



LOCATION MAP

 LOCATION OF SUBJECT PROPERTY

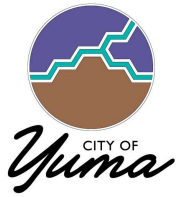


Prepared by: DG
Checked by: MB



Date: 11/6/2024
Revised:
Revised:

Case #:
ZONE-43337-2024



City of Yuma

City Council Report

File #: O2025-007

Agenda Date: 3/5/2025

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Police	<input checked="" type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" 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

TITLE:
Yuma City Code Text Amendment: Civilian Accident Investigators

SUMMARY RECOMMENDATION:
 Amend Title 3, Chapter 32 (Yuma City Code §§ 32-45 through 32-49) for clarity and compliance with State law. (YPD) (Thomas Garrity)

STRATEGIC OUTCOME:
 This text amendment ensures the City is Safe and Prosperous and Respected and Responsible by updating the City Code to comply with State law and provide for civilian employees of the Yuma Police Department to handle certain traffic matters.

REPORT:
 The Yuma Police Department employs civilians to respond to and investigate traffic accidents and issue traffic related citations and complaints. There is a shortage of sworn police officers nationwide and the availability of civilian employees to respond to low level incidents is critical to ensuring YPD has sufficient staff to respond to and investigate events occurring within the community. Having civilian personnel that are available to respond relieves the burden from sworn personnel, freeing sworn officers to respond to emergencies and high-risk incidents.

A.R.S. § 28-627 grants the City the authority to employ civilian personnel to respond to and investigate specific, enumerated traffic related matters. The last update to the City Code relating to the Civilian Accident Investigators was adopted in 1986. An update is necessary to ensure the City is in compliance with State law, does not exceed the authority granted by the State, accepts all authority granted by the State, and is able to continue to employ civilian traffic personnel.

The proposed text amendment contains all authorities granted by the State for “unarmed police aides” and “traffic investigators,” and combines them into one position entitled “Civilian Traffic Investigator.”

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		
-		
To total; right click number & choose "Update Field"		

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: 02/25/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/24/2025

ORDINANCE NO. O2025-007

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AMENDING TITLE 3, CHAPTER 32 OF THE YUMA CITY
CODE REGULATING CIVILIAN ACCIDENT INVESTIGATORS**

WHEREAS, the State of Arizona, through Arizona Revised Statutes (A.R.S.) § 28-627, authorizes the City to employ civilians to perform limited traffic related tasks; and,

WHEREAS, the City of Yuma Police Department employs civilians pursuant to A.R.S. § 28-627; and,

WHEREAS, the current ordinances related to Civilian Accident Investigators were adopted in 1986, in reliance on a former version of A.R.S. § 28-627; and,

WHEREAS, the current ordinances related to Civilian Accident Investigators need updating for clarity and compliance with current State law; and,

WHEREAS, the employment of civilians pursuant to A.R.S. § 28-627 is necessary for the operation of the Yuma Police Department to relieve sworn officers from responding to low level traffic related incidents and enforcement.

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

SECTION 1: Yuma City Code, Chapter 32: *Civilian Accident Investigators*, is amended as follows where strike through text shows deletions and bolded text shows additions to the ordinance:

CIVILIAN ACCIDENT TRAFFIC INVESTIGATORS

~~§ 32-45 Definition.~~

~~—For the purpose of this subchapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.~~

~~—CIVILIAN ACCIDENT INVESTIGATOR. A duly authorized agent (male or female) employed by the Yuma Police Department under the authority of this subchapter.~~

§ 32-465 Established; Appointment.

The position of **eCivilian Traffic accident i**Investigator is hereby created within the Yuma Police Department, which shall be under the control and supervision of the Chief of Police or his designee. They shall be appointed in accord with the personnel rules of the city. **pursuant to A.R.S. § 28-627(E)(1) and (2).**

§ 32-476 Official Status.

~~The civilian accident investigator will be “non-sworn personnel authorized to investigate traffic accidents occurring within the city limits, and issue both criminal and civil traffic citations pursuant to A.R.S. § 28-627, or pursuant to the traffic rules of this code. The civilian accident investigator will not have powers of physical arrest. They will not be subject to or acquire any rights to the Police Pension Fund Act of this state.”~~**Civilian Traffic Investigators shall be employees of the City of Yuma. The authority of a Civilian Traffic Investigator is limited to that expressly set forth in A.R.S. § 28-627(E)(1) and (2) and this chapter. A Civilian Traffic Investigator is not granted any other powers or benefits to which**

Arizona Peace Officers are entitled. A Civilian Traffic Investigator shall not carry a firearm while performing duties on behalf of the City of Yuma.

~~§ 32-48 Uniforms.~~

~~—The Chief of Police shall designate and specify the type and color of uniform for the civilian accident investigator.~~

§ 32-497 Authority and Duties.

~~The authority and duties of the civilian accident investigator shall be as follows:~~**Civilian Traffic Investigators have the following powers and authorities:**

- A. Issue citations or complaints for violations of Chapter 212 of this Code pertaining to the standing or parking of vehicles.**
- B. Investigate traffic accidents occurring within the City of Yuma.**
- C. Issue citations or complaints for violations of state statute or the Yuma City Code relating to traffic, if the violation is related to a traffic accident occurring within the City of Yuma.**
- D. File written reports as required by A.R.S. § 28-667.**

~~—(A) The civilian accident investigator shall have the authority to issue civil and criminal traffic citations per A.R.S. § 28-627.~~

~~—(B) The civilian accident investigator shall have the authority to enforce city ordinances under the traffic rules of this code, and to issue civil and criminal traffic citations for a violation of said traffic rules.~~

~~—(C) The civilian accident investigator shall investigate traffic accidents occurring within the city limits, and related duties as assigned.~~

SECTION 2: Penalty

Any person, entity, or corporation, found in violation of any provision of this ordinance shall be deemed guilty of a class 2 misdemeanor, and shall be punished as provided in § 10-99 of the Yuma City Code.

Adopted this _____ day of _____ 2025.

APPROVED:

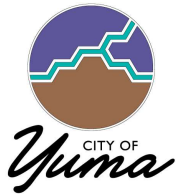
Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-008

Agenda Date: 3/5/2025

Agenda #: 2.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
City Attorney	<input type="checkbox"/> Safe & Prosperous <input checked="" type="checkbox"/> Active & Appealing <input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" 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:

GPLET Lease: Spencrazi, L.L.C.

SUMMARY RECOMMENDATION:

Authorize: (1) accepting title to land and improvements on Parcel A of the Center Pointe Commons Lot Tie/Lot Split at the southwest corner of 16th Street and 4th Avenue; (2) an eight-year government property land and improvements lease with Spencrazi, L.L.C., as the statutory prime lessee; (3) abatement of the government property lease excise tax for the term of the lease; and, (4) reconveyance of the land and improvements to the prime lessee at the conclusion of the lease. (This item must be adopted by a simple majority vote without the use of the consent calendar) (City Attorney) (Richard Files)

STRATEGIC OUTCOME:

This previously vacant parcel has been improved with a Slim Chickens restaurant on Parcel A pursuant to a development agreement previously entered with the developer Spencrazi, L.L.C., furthering the City Council's strategic outcome of Active and Appealing.

REPORT:

On December 21, 2022, the City Council adopted Ordinance No. O2022-054, authorizing a Real Sale, Option, and Development Agreement (Agreement) between the City and Hardknocks, LLP, which then assigned the Agreement to Spencrazi, L.L.C. The Agreement described, among other things, a real property sale of surplus City property, a lot tie/lot split into two parcels, Parcel A and Parcel B of the Center Pointe Commons Lot Tie/Lot Split, the redevelopment of the Parcel A property, an option to purchase and redevelop Parcel B, and the potential for Spencrazi to take advantage of a government property land and improvements lease on either or both Parcel A and Parcel B, provided Developer deeded the redeveloped property to the City prior to opting into the lease. The City then would lease either or both parcels to Developer, under a government property land and improvements lease with the City as landlord and Developer as prime lessee. At the conclusion of the eight-year lease, the City must reconvey the property back to the Developer. This Ordinance concerns Parcel A and authorizes acceptance of title to Parcel A by the City and the Lease of Parcel A to the Prime Lessee, Spencrazi, L.L.C.

During the term of the lease, the leased land and improvements is subject to the Government Property Lease Excise Tax (GPLET), which, because the redevelopment property is in a statutory central business district and statutory redevelopment area, qualifies for abatement of the GPLET. Pursuant to statute, GPLET abatement

requires that prior to entering into the Land and Improvements Lease, “the government lessor determines that, within the term of the lease or development agreement, the economic and fiscal benefit to this state and the county, city or town in which the government property improvement is located will exceed the benefits received by the prime lessee as a result of the development agreement or lease on the basis of an estimate of those benefits prepared by an independent third party in a manner and method acceptable to the governing body of the government lessor.” A.R.S. § 42-6209C(2)

In a March 13, 2024, 2019 report prepared by Elliott D. Pollack & Company titled, *Economic and Fiscal Impact of a Proposed Fast-Food Restaurant, Yuma Arizona*, the estimated fiscal benefit based on the proposed redevelopment of Parcel A over a 10-year period will generate \$8.5 million in revenues. This amount includes \$3.9 million for the State of Arizona, \$1.3 million for Yuma County, over \$2.7 million for the City of Yuma and approximately \$520,700 for local school districts. This information is summarized on page 7 of the report. In addition, the redevelopment of Parcel A will create approximately 100 local direct-employment jobs with an average annual wage of approximately \$27,200. The property tax abatement is estimated at \$136,880 over eight years or approximately \$17,110. Of this amount the City would give up approximately \$23,200 in GPLET payments over the eight-year period or \$2,900 per year. A copy of the report is on file with the Yuma City Clerk and included as a supplement to this City Council Report (CCR).

The Spencrazi L.L.C. Parcel A Project is the Slim Chickens Restaurant, which received a Certificate of Occupancy on February 20, 2025. The letters included as a supplement to this RFCCA demonstrate that City Staff has provided the required notice to all local taxing agencies. To date, no comments from any of the taxing entities concerning the GPLET abatement request have been received by City staff.

Also attached to this CCR is a copy of the proposed form of the Parcel A Land and Improvements Lease which shall remain on file with the Yuma City Clerk. The final form shall be substantially similar.

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			
-			
To total; right click number & choose "Update Field"			

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: 02/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/26/2025

SPENCRAZI, L.L.C.

PARCEL A LAND AND IMPROVEMENTS LEASE

between

CITY OF YUMA, ARIZONA,
an Arizona municipal corporation,

and

SPENCRAZI, L.L.C.,
an Arizona limited liability company

_____, 2025__

ARTICLE 1	LEASE OF PREMISES	2
1.1	Lease	2
1.2	Premises	2
1.3	Tenant’s Inspection of the Premises	2
1.4	Quiet Enjoyment	3
ARTICLE 2	TERM	3
2.1	Commencement Date and Term	3
2.2	Tenant’s Option to Terminate.....	3
2.3	Termination and Reconveyance.....	3
ARTICLE 3	RENT	3
3.1	Annual Rental	3
3.2	Additional Rent.....	4
ARTICLE 4	UTILITIES	4
ARTICLE 5	TAXES AND ASSESSMENTS	4
5.1	Payment of Taxes and Assessments	4
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- A. Legal Description of Land**
- B. Insurance Requirements**
- C. Memorandum of Lease**
- D. Form of Deed**

SPENCRAZI, L.L.C.
PARCEL A LAND AND IMPROVEMENTS LEASE

THIS SPENCRAZI, L.L.C. PARCEL A LAND AND IMPROVEMENTS LEASE (“**Lease**”) is made and entered into as of the _____ day of _____, 2025 (“**Execution Date**”) by and between the CITY OF YUMA, an Arizona municipal corporation (“**Landlord**” or “**City**”), and SPENCRAZI, L.L.C., an Arizona limited liability company, (“**Tenant**”). The Landlord and Tenant are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

RECITALS

- A. The City of Yuma and The Spencer Companies, d/b/a Hardknocks, LLLP, an Arizona limited liability limited partnership (“**Hardknocks**”), previously entered into that certain Real Property Sale, Option, and Development Agreement dated January 23, 2023, and recorded as Document No. 2023-01843 in the Official Records of the Yuma County, Arizona at (the “**Development Agreement**”). Hardknocks assigned its rights under the Development Agreement to Tenant pursuant to that certain Memorandum of Assignment dated January 25, 2023, and recorded as Document No. 2023-01813 in the Official Records of Yuma County, Arizona. The Development Agreement, in part, authorizes the Parties to enter into this Lease. Capitalized terms in this Lease which are not defined herein shall have the same meanings as set forth in the Development Agreement; capitalized terms in this Lease which are defined herein shall prevail over any conflicting definitions in the Development Agreement.
- B. Tenant previously held fee title to the land described in **Exhibit A** hereto (the “**Land**”) and entered into that certain Ground Lease with AZ Slims Real Estate, LLC, an Arizona limited liability company (“**AZ Slims**”) dated March 17, 2023, and amended by the First Amendment dated September 16, 2024, as evidenced by that certain Memorandum of Lease dated November 1, 2024 and recorded (or to be recorded) in the official records of Yuma County, Arizona (“**Ground Lease**”).
- C. The Ground Lease requires AZ Slims to construct a building and other improvements, along with fixtures, furnishings and equipment therein consistent with the Development Agreement (the “**Improvements**”) which, together with the Land and all rights and privileges appurtenant thereto and all future additions thereto or alterations and replacements thereof, are collectively referred to herein as the “**Premises**”).
- D. Tenant has conveyed the Premises to the Landlord by special warranty deed (but reserving unto Tenant all right, title, interest in and to the Ground Lease), and Landlord has agreed to lease the Premises to the Tenant pursuant to this Lease and consents to the Ground Lease, which shall henceforth be converted to a sublease between Tenant, as Sublessor, and AZ Slims, as Sublessee. For purposes of this Lease, however, such sublease shall continue to be referred to as “Ground Lease” for convenience.
- E. The Premises are located in a single central business district in a redevelopment area established pursuant to Title 36, Chapter 12, Article 3, of the Arizona Revised Statutes (“**A.R.S.**”). The construction of the Improvements will result in an increase in the property

value of the Premises of at least one hundred percent (100%).

- F. Pursuant to A.R.S. § 42-6206, notice is hereby given that the Premises will be subject to the government property lease excise tax under A.R.S. § 42-6201 through § 42-6210 (the “**GPLET**”). Landlord has or will abate the GPLET for the period beginning upon the issuance of the certificate of occupancy on those Improvements defined by A.R.S. § 42-6201 as a government property improvement and ending eight (8) years thereafter, as provided in A.R.S. §42-6210. But for the abatement, Tenant would not have agreed to cause the Improvements to be constructed.

AGREEMENT

IN CONSIDERATION of the mutual promises and covenants contained herein, and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 LEASE OF PREMISES

1.1 Lease. In consideration of the covenants of Tenant contained in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, effective as of the Commencement Date set forth in Section 2.1, in an “**AS IS**” “**WHERE IS**” condition and subject to: (a) current taxes and assessments, reservations in patents, all rights-of-way, easements, liens, encumbrances, covenants, conditions, restrictions, obligations, and liabilities of record as of the date hereof; (b) AZ Slims rights under the Ground Lease and the Leasehold Mortgage; (c) all matters which a current accurate survey or physical inspection of the Premises would disclose; and (d) all federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, development fees (in accordance with A.R.S. § 9-463.05), and other requirements and official policies of the City, now or hereafter in effect, provided any such new laws (statutory and common law) ordinances, rules, regulations, permit requirements, development fees (in accordance with A.R.S. § 9-463.05), and other requirements and official policies shall be of general applicability (“**Applicable Laws**”).

1.2 Premises. The Premises are described in Recital C above.

1.3 Tenant’s Inspection of the Premises. Tenant has inspected and investigated the Premises to Tenant’s complete satisfaction, observed its physical characteristics and existing conditions, the operations thereon and on adjacent areas, and Tenant hereby waives any and all objections to, complaints about, or claims regarding the Premises and its physical characteristics and existing conditions, including, without limitation, subsurface soil and water conditions and solid and hazardous waste and any Hazardous Substance on, under or adjacent to the Premises. Tenant further hereby assumes the risk of changes in Applicable Laws and regulations relating to past, present and future environmental conditions on the Premises and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of any Hazardous Substance or other contaminants that may not have been revealed by its investigation. Landlord is hereby released from all responsibility and liability regarding the operation, condition

(including the presence in the soil, air, structures, and surface and subsurface waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Premises under current or future federal, state and local laws and regulations), valuation or utility of the Premises, or its suitability for any purpose whatsoever. Tenant expressly acknowledges that Tenant has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Landlord or of any agent of Landlord, relating to the Premises, except as specifically set forth in this Lease.

1.4 Quiet Enjoyment. Landlord covenants that so long as Tenant shall perform the obligations of Tenant contained in this Lease and shall not be in default in the performance of any of such obligations, Landlord shall not take any action, or fail to take any action, that would deny Tenant and its subtenants, licensees, successors and assigns the right to freely, peaceably, and quietly have, hold and enjoy full and exclusive use and enjoyment of the Premises.

ARTICLE 2 TERM

2.1 Commencement Date and Term. The term of this Lease (the “**Term**” or “**Lease Term**”) shall be for a period of eight (8) years, commencing on the later to occur of the date on which, (i) the Certificate of Occupancy for those Improvements referenced in Recital F above was issued by the City; and (ii) fee title to the Premises is conveyed from Spencrazi, L.L.C., to the City (the “**Commencement Date**”), and ending at midnight on the eighth (8th) anniversary of the Commencement Date, subject to the terms and conditions set forth in this Lease which may permit or provide for an earlier termination. However, and notwithstanding anything to the contrary herein, Tenant shall not be obligated to pay any Rent or perform any of its other obligations under this Lease until the Commencement Date of this Lease.

2.2 Option to Terminate. If no Event of Default under this Lease exists at the time, at any time during the Term of this Lease, it shall be the option of both the Tenant and the Landlord to terminate this Lease, subject to the continuance of the Ground Lease and the Leasehold Mortgagee protections provided in Article 14 herein, effective upon thirty (30) days after written notice of such termination.

2.3 Termination and Reconveyance. Upon the end of the Lease Term or any other termination of this Lease, this Lease shall terminate, and fee title to the Premises shall be promptly, but in no case more than sixty (60) days, reconveyed (the “**Reconveyance**”) by the City to Spencrazi, L.L.C., or its permitted successors or assigns, at the time of termination, pursuant to a special warranty deed executed and delivered by the City similar to the form of Exhibit D hereto.

ARTICLE 3 RENT

The consideration for this Lease includes, without limitation, the following payments by Tenant to Landlord (collectively, the “**Rent**”):

3.1 Annual Rental. Tenant shall pay to Landlord as annual rental for the Premises the sum of One Dollar (\$1) (the “**Annual Rent**”) on the Commencement Date and on each consecutive

anniversary thereof. The Landlord accepts and acknowledges the receipt of prepayment of the Rent for the Term of this Lease.

3.2 Additional Rent. Upon ten (10) days prior written notice to Tenant, Landlord may pay any sum or do any act which Tenant has failed to do (however, Landlord shall have no obligation to do so), and Tenant agrees to pay Landlord, upon demand, all sums so expended by Landlord, together with interest at a rate (the “**Default Rate**”) equal to four (4) percentage points added to the prime lending rate of JP Morgan Chase Bank, N.A. or its successor bank, as it varies from time to time. In addition to Annual Rent, such sums expended by Landlord, interest thereon and all other payments to be made by Tenant under this Lease shall be deemed “**Additional Rent**” and shall be due and payable within ten (10) days after notice thereof to Tenant if no other time for payment is specified.

ARTICLE 4 UTILITIES

In addition to the Rent and other payments herein provided, Tenant during the Term of this Lease shall pay, prior to delinquency, for all water, gas, light, power, telephone, telecommunications, cabling, sewage, refrigeration, air conditioning, heat and ventilation, janitorial and all other materials and utilities used in connection with or supplied to the Premises. To the extent not already installed, Tenant at its cost and expense shall be obligated for all utility connections, disconnections and security deposit charges applicable to the Premises. Landlord shall not be liable for, and Tenant shall not be entitled to any other relief, by reason of the unavailability, limited availability, or interruption of any utilities and services.

ARTICLE 5 TAXES AND ASSESSMENTS

5.1 Payment of Taxes and Assessments. Subject to the GPLET Abatement provisions of this Lease, Tenant shall pay, prior to delinquency: (a) all real property taxes, personal property taxes, GPLET and other taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which now or hereafter under existing or future Applicable Laws are imposed or levied upon, measured by or assessed during the Lease Term against (i) the Premises, (ii) any Annual Rent, or any Additional Rent or other sum payable by Tenant hereunder or (iii) this Lease, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Premises; and (b) all sales, transaction privilege, gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Annual Rent, or other amounts payable to Landlord hereunder, but not income taxes (collectively, the “**Taxes**”). If Tenant fails to pay any Taxes before they become delinquent, Landlord, after notice to Tenant, may pay such delinquent Taxes, and all expenditures and costs incurred thereby shall be payable as Additional Rent hereunder within ten (10) days after such notice to Tenant. Tenant will furnish to Landlord, promptly after demand therefor, proof of payment of all Taxes payable by Tenant. Tenant may pay such Taxes in installments if legally permitted to do so.

5.2 GPLET. Pursuant to A.R.S. § 42-6206, and in addition to the notice of the GPLET given in Recital F above, any failure by Tenant to pay the GPLET after notice and an opportunity

to cure as set forth in Section 15.1(b) of this Lease is an Event of Default that could result in Reconveyance and the divesting Tenant of any leasehold interest in the Premises for the government property improvement.

5.3 Prorations. All Taxes due and payable in the first and last years of the Term hereof shall be prorated so that Tenant is obligated only for those Taxes accruing or due during the Lease Term.

5.4 Privilege of Contesting. Upon at least ten (10) days prior written notice to Landlord and Tenant furnishing to Landlord such bonds or other security in such form and by such issuers as reasonably approved by Landlord in an amount equal to one hundred fifty percent (150%) of the amount of Taxes being contested, Tenant shall have the right to protest, contest, object to or oppose the legality or amount of any such Taxes to be paid by Tenant hereunder. In the event of any such contest, Tenant may defer payment of any such Taxes so long as the legality or the amount thereof is being so contested, diligently and in good faith; provided, however, that if at any time payment of the whole or any part thereof shall become necessary in order to prevent the termination by sale or otherwise of the right of redemption of any property affected thereby or to prevent physical eviction of either Landlord or Tenant because of nonpayment thereof, Tenant shall pay the same in order to prevent such termination of the right of redemption or such eviction. Any such contest shall be at the sole cost and expense of Tenant and Tenant shall pay any costs or expenses incurred by Landlord as a result of any such contest. Each refund of any Taxes so contested shall be paid to Tenant, and Landlord shall not, without prior approval of Tenant, make or enter into or finally agree to any settlement, compromise or any deposition of any contest or discontinue or withdraw any contest or accept any refund, other adjustment or credit of or from any such Taxes as a result of any contest. If there are any refunds of the Taxes at the beginning or end of the Lease Term, the amounts will be prorated between Landlord and Tenant on the basis set forth in Section 5.3. Any and all penalties and interest that become due as a result of any such contest shall be paid by Tenant.

ARTICLE 6 USES; LEGAL AND ENVIRONMENTAL COMPLIANCE

6.1 Permitted Uses. Tenant shall use, occupy, and/or sublet the Premises only for the following uses and purposes and no other without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed provided such use is consistent with the Development Agreement and Applicable Laws:

- (a) for the construction, installation, furnishing, maintenance, repair, reconstruction, replacement, alteration and operation, in strict conformity with this Lease, the Development Agreement and Applicable Laws, of Improvements which use includes the development and operation of an approximately 3,683 square feet Slim Chickens restaurant with a patio of approximately 428 square feet, an exterior refrigeration structure of approximately 263 square feet, dual drive through/bypass lanes on the Property together with appurtenant asphalt or concrete paving, landscaping, sidewalks and all necessary and appurtenant structures, machinery and equipment, all as more particularly described in the Site Plan approved by Landlord (the “AZ Slims Development”); and

(b) for construction, erection, maintenance, repair, reconstruction, replacement, alteration and operation of parking spaces in sufficient numbers to provide adequate parking, as may be approved by Landlord, for the uses to be developed and operated on the Premises.

6.2 Continuous Operation. After the issuance of a Certificate of Occupancy for the Improvements or any portion thereof, Tenant shall continuously operate and use (or cause to be operated and used) the Premises and all Improvements for which such Certificate(s) of Occupancy were issued, or such much thereof as may be sublet to third parties on terms acceptable to Tenant, for the operational purposes specified above, during all usual business hours and on all such days as similar businesses are operated in the same market area in which the Premises are located, except to the extent that Tenant is unable to operate or use (or cause to be operated and used) the Premises, or such much thereof as may be sublet to third parties on terms acceptable to Tenant, for reasons beyond the reasonable control of Tenant, such as during periods of damage or destruction.

6.3 Legal Compliance; Nuisance; Waste. Tenant shall fully comply with all Applicable Laws of all governmental authorities having jurisdiction over Premises, or any part thereof. Tenant shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, attorneys' fees that may in any way arise out of or be imposed because of the failure of Tenant to comply with such Applicable Laws. Tenant shall not conduct or permit to be conducted any public or private nuisance on or from the Premises. Tenant shall not permit or commit any waste of the Premises.

6.4 Hazardous Substances.

(a) **Definitions.** As used herein, the term "**Hazardous Substance**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any federal, state or local governmental authority, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCB's, i.e. polychlorinated biphenyl (v) leaded paint, and (vi) asbestos. As used in this Lease, the term "**Applicable Environmental Law**" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Resources Conservation Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called Superfund or superlien law; and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or

imposing liability or standards of conduct concerning hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

(b) **Restrictions on Hazardous Substances; Remedial Work.** Tenant shall not cause or knowingly permit any Hazardous Substance to be brought, kept or used in or about the Premises by Tenant, its members, managers, officers, directors, owners, agents, employees, subtenants, assignees, vendors, suppliers, contractors, subcontractors, invitees or concessionaires (“**Tenant’s Personnel**”) except in commercial quantities not in violation of Applicable Environmental Law and similar to those quantities usually kept on similar premises by others in the same businesses. Tenant shall store, use and dispose (and shall cause Tenant’s Personnel to store, use and dispose) of any Hazardous Substance in compliance with all Applicable Laws, including, without limitation, Applicable Environmental Law. If the presence of any Hazardous Substance on, in or under the Premises caused or permitted by Tenant or Tenant’s Personnel results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, “**Tenant’s Remedial Work**”). Tenant shall obtain all necessary licenses, manifests, permits and approvals to perform Tenant’s Remedial Work. Tenant shall promptly perform all of Tenant’s Remedial Work and the disposal of all waste generated by Tenant’s Remedial Work in accordance with all Applicable Environmental Law.

(c) **Compliance with Applicable Environmental Law.** Without limiting the generality of the foregoing or any other provision of this Lease, Tenant shall be solely and completely responsible for insuring that the Premises and all activities thereon (including activities of Tenant and Tenant’s Personnel) comply fully with Applicable Environmental Law and for responding to, defending against and/or complying with any administrative order, request or demand relating to potential or actual contamination on the Premises, or third party claims (including the claims of current or future subtenants in the Premises, or other tenants or subtenants in parcels adjoining or near the Premises) for Tenant’s Remedial Work or for the costs of any such remedial work or for the costs of any such Tenant’s Remedial Work which any third-party claimant has undertaken, whether such order, request, demand or claim names Landlord, Tenant or both, or refers to the Premises in any way. Tenant’s responsibility under this Section includes but is not limited to promptly responding to such order, requests, demands and claims on behalf of Landlord and defending against any assertion of Landlord’s financial responsibility or duty to perform thereunder.

(d) **Indemnification of Landlord.** Tenant shall indemnify, save harmless and defend Landlord, its council members, officers, officials, employees, agents, successors and assigns (collectively with Landlord, the “**Landlord Indemnitees**”) for, from and against any and all claims (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including

informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, diminution in value of the Premises and the Improvements to the Premises, damages for the loss or restriction on use of rentable space or of any amenity in the Improvements to the Premises, damages arising from any adverse impact on marketing of space in the Improvements to the Premises, and sums paid in settlement of claims, attorney's fees, consultant fees, expert fees and any fees and expenses incurred in enforcing this indemnity) incurred by, sought from or asserted directly or indirectly against any Landlord Indemnitees during or after the Term of this Lease as a result of the presence of any Hazardous Substance on, in or under the Premises or any release of any Hazardous Substance into the air, soil, surface water or ground water, which Hazardous Substance was brought, kept or used in or about the Premises by Tenant or Tenant's Personnel, or as a result of a breach by Tenant of its obligations under this Section 6.4. Tenant shall promptly provide Landlord copies of all communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any cleanup or Tenant's Remedial Work conducted by Tenant, and shall notify Landlord of, and permit Landlord's representative to attend, any meetings or oral communications relating thereto.

(e) **Survival**. The forgoing obligations and indemnities set forth in this Section 6.4 shall survive the termination or expiration of this Lease.

ARTICLE 7 DEVELOPMENT OF THE PREMISES AND CONSTRUCTION OF IMPROVEMENTS; TRADE FIXTURES

7.1 Development. The planning and development of the Premises and Improvements has been or will be achieved pursuant to the applicable provisions of the Development Agreement and Landlord's normal review and construction inspection process.

7.2 Alterations. In addition to the initial Improvements pursuant to Section 7.1 above, Tenant at its sole cost and expense may make, or permit to be made, additions and alterations to the Improvements now or hereafter located on the Premises, provided that (a) all such additions and alterations shall be constructed of new, high quality materials in a workmanlike manner, and shall not weaken or impair the structural strength or materially decrease the value of any existing Improvements; (b) all such additions and alterations shall comply with Applicable Laws, including without limitation obtaining all required permits and approvals of such construction from the governmental authorities and utilities having jurisdiction thereof; and (c) Tenant has complied with the provisions of Section 7.3 with respect thereto.

7.3 Plans and Specifications; Contractors. All construction work on the Premises, and all Major Alterations and additions thereto, shall be done in compliance with and pursuant to detailed plans, drawings and specifications first approved in writing by Landlord, such approval not to be unreasonably withheld or delayed and to be presumed given if written notice of disapproval is not given within fifteen (15) Business Days of Landlord's receipt of a request for approval ("**Business Days**" hereby defined to mean calendar days other than Fridays, Saturdays, Sundays and legal holidays observed by the City of Yuma), and by duly licensed and reputable contractors. Any modifications to any such Major Alteration plans, drawings and specifications

shall also require the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed and to be presumed given if written notice of disapproval is not given within fifteen (15) Business Days of Landlord's receipt of a request for approval. As used herein, "**Major Alterations**" means Alterations involving any modifications to the structural, mechanical, electrical, plumbing, fire/life safety or heating, ventilation and air conditioning systems of the Building.

7.4 Ownership of Improvements. In addition to the Landlord's Ownership of the Premises, all Improvements, and all alterations and additions thereto, constructed or to be constructed by or on behalf of Tenant are hereby conveyed to and shall remain the property of Landlord during the Term of this Lease, subject to any Leasehold Mortgage. Upon the expiration of this Lease, all such Improvements, and all alterations and additions thereto, shall be reconveyed and become the property of Tenant. This Section excludes Trade Fixtures and Personal Property (as defined in Section 18.1).

7.5 Mechanics' Liens.

(a) **Tenant Not Agent of Landlord.** Notice is hereby given that Tenant is not the agent of Landlord for the construction, alteration or repair of any Improvements, the same being done at the sole direction and expense of Tenant. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look only to Tenant for the payment of any charge for work done or material furnished on the Premises during the Lease Term. Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord for the payment of any claim for labor or material, or for any charge or expense, incurred by Tenant as to Improvements, additions, alterations or repairs on or to the Premises, and Tenant shall post notices on the Premises during all construction work of any nature whatsoever that Landlord is not responsible for any material and labor used on the Premises.

(b) **Landlord's Protection.** Tenant shall not suffer or permit to be enforced against the Premises, or any part thereof, and shall indemnify, defend and hold Landlord and the Premises harmless for, from, and against (i) any mechanics', materialman's, contractor's or subcontractor's liens arising from, and (ii) any claim for damage arising from, the work or any construction, repair, restoration, replacement, or improvement done by or on behalf of Tenant. Tenant shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. If Tenant shall in good faith contest the validity of any such lien, claim, or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Tenant shall at the request of Landlord provide such security and take such steps as required by A.R.S. §33-1003 or other Applicable Laws to release the Premises from the effect of such lien.

7.6 Easements; Restrictive Covenants. In connection with the further development of the Premises, Landlord agrees to:

(a) **Easements**. Join with Tenant in granting to public utilities or public service corporations, for the purpose of serving only the Premises, reasonable easements on, under, or over the Premises for telephone, electricity, water, cable, sanitary or storm sewers or both, drainage facilities, and for other utilities; and

(b) **CC&Rs**. Consent to or join with Tenant in granting or otherwise subjecting portions of the Premises to such covenants, conditions, restrictions and reciprocal easements as are reasonably necessary or appropriate in connection with the further development of the Premises.

ARTICLE 8 REPAIRS AND MAINTENANCE

8.1 Obligations of Tenant. During the Lease Term, Tenant, at its sole cost and expense, shall keep and maintain (or cause to be kept and maintained) all of the Improvements now or hereafter located on the Premises, together with all additions and alterations thereto, and all fixtures and equipment therein, in good, attractive and safe condition and repair and shall make all necessary repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, in order to maintain such state of repair and condition, it being understood and agreed that Landlord shall have no liability for any of the foregoing. Tenant's maintenance and repair obligations shall apply, without limitation, to the maintenance, repair and replacement of all buildings, heating, ventilation and air conditioning equipment, windows and plate glass, wiring, plumbing, roadways, driveways, parking areas, landscaping, sidewalks, fencing, lighting, retention ponds, drainage and utility facilities and other Improvements located on, in, or under the Premises. Tenant, at Tenant's expense, shall be responsible for all improvements, additions, alterations, maintenance, and repairs necessary or appropriate such that the Premises and all Improvements thereon are in substantial compliance with Applicable Laws. In addition, but notwithstanding anything contained in this Section 8.1 to the contrary (and subject to causes beyond Tenant's reasonable control which are described in Articles 10 and 11 hereof), Tenant shall cause the Improvements to be maintained in good repair and condition and in conformity with Applicable Laws. Tenant shall make or cause to be made such routine maintenance, repairs and minor alterations to the Premises as Tenant, from time to time, reasonably deems necessary. Tenant waives any provisions of Applicable Laws that may require any duty of repair by Landlord or permit Tenant to make repairs at the expense of Landlord.

ARTICLE 9 INDEMNITY AND INSURANCE

9.1 Indemnity. Tenant shall pay, defend, indemnify and hold harmless each and all Landlord Indemnitees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated therewith) arising out of (a) any accident or other occurrence causing injury to or death of persons or damage to property by reason of construction or maintenance of any Improvements, of any additions, alterations or renovations thereto, or due to the condition of the Premises or any Improvements thereon, or the use or neglect thereof by Tenant, Tenant's Personnel, or any other person, or otherwise occurring upon the Premises or any Improvements thereon, or (b) arising out of any failure of Tenant to comply with any of Tenant's

obligations under this Lease; provided however, that the provisions of (a) and (b) of this Section 9.1 shall not apply to loss or damages or claims therefore which are attributable to acts or omissions of Landlord or any other Landlord Indemnitee, and their respective employees, contractors, subcontractors, agents or representatives, and Tenant shall have no defense obligations in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Landlord, its employees, contractors, subcontractors, agents or representatives.

9.2 GPLET Release and Indemnity. Notwithstanding anything to the contrary in Section 9.1 or elsewhere in this Lease or the Development Agreement, Tenant shall defend, indemnify, release and hold harmless the City and its City Council members, officers, employees and agents from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, liabilities and lawsuits or arbitration, mediation and other dispute resolution proceedings (including without limitation attorneys' fees, experts' fees and associated costs) which arise from or relate in any way to A.R.S. §§ 42-6201 through 42-6210 (the "**GPLET**"), regardless of any acts or omissions by the City or any other party, including without limitation (i) the repeal or amendment of the GPLET statutes as they exist on the Execution Date of this Lease; (ii) the failure of the GPLET Abatement for any cause; or (iii) the Premises not being located within the City's central business district or within a slum or blighted area pursuant to A.R.S. Title 36, Chapter 12, Article 3.

9.3 Liability, Etc. Insurance. Tenant shall, at all times during the Lease Term and at the sole cost and expense of Tenant, procure and maintain liability and other insurance in accordance with and in amounts and coverages set forth in Section 9.4 and on Exhibit B hereto.

9.4 Casualty Insurance. Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect during the Lease Term, policies of insurance covering the Improvements now or hereafter constructed, installed or located on the Premises naming the Landlord, as an additional insured, against (a) loss or damage by fire; (b) loss or damage from such other risks or hazards now or hereafter covered by a current ISO form "special causes of loss" (also known as "all-risk") policy (or similar policy providing comparable coverage), including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (c) loss for flood, if required by Lender (as defined in the Development Agreement), if the Premises are in a designated flood or flood insurance area; (d) loss for damage by earthquake, if required by Lender, if the Premises are located in an earthquake-prone area; (e) loss from so-called explosion, collapse and underground hazards; (f) loss or damage covered by a customary policy of boiler and machinery insurance to the extent applicable to the Improvements; and (g) loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the Improvements. Such insurance coverage at all times shall be in an amount equal to ninety percent (90%) of the then Full Replacement Cost of the Improvements. "**Full Replacement Cost**" means the cost of replacing the Improvements without deduction for depreciation or wear and tear, and shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Improvements in the event of damage thereto or destruction thereof. If a sprinkler system shall be located in any of the Improvements, sprinkler leakage insurance consistent with the foregoing general requirements shall be procured and continuously maintained

by Tenant at Tenant's sole cost and expense. All such policies shall comply with the insurance requirements in Paragraphs D, E and F of Exhibit B hereto and shall provide that loss, if any, payable thereunder shall be payable to Tenant (or to the Leasehold Mortgagee, if required by the terms of any Leasehold Mortgage) to be held in trust and disbursed for the restoration and repair of the Premises pursuant to Section 10.3 or allocated between Landlord and Tenant after a termination of the Lease pursuant to Section 10.2, whichever is applicable.

9.5 Waiver of Subrogation and Release of Claims. Tenant, on behalf of Tenant and its insurers, waives, releases and discharges Landlord from all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Lease (collectively, "**Claims**"), arising out of personal injury or damage to or destruction of the Premises or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any of such Claims results from the negligence or fault of Landlord or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage, regardless whether any such insurance covers such Claims and regardless of any self-insured retention maintained by Tenant) in the event of any such Claims. Tenant's Trade Fixtures and Personal Property and all other property in Tenant's care, custody or control, is located within the Premises at Tenant's sole risk, and Landlord is not liable for any damage to or for any theft, misappropriation or loss of such Trade Fixtures and Personal Property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant and Tenant's Personnel against any injury, loss, or damage to persons or property occurring within the Premises, including, without limitation, any loss of business or profits from any casualty or other occurrence within the Premises.

9.6 Conflict. If any of the foregoing provisions of this Article 9 conflict with the Development Agreement, the provisions of this Article 9 shall prevail.

9.7 Survival. The foregoing provisions of this Article 9 shall survive the expiration or termination of this Lease for a period equal to the applicable statute of limitations period.

ARTICLE 10 DAMAGE AND DESTRUCTION

10.1 Damage or Destruction. Subject to the provisions of Sections 10.2 and 10.3, if any Improvements are damaged or destroyed during the Lease Term by fire, earthquake, flood or any other casualty covered or required to be covered by a policy of insurance to be maintained pursuant to Article 9, Tenant shall repair and/or rebuild, and or cause to be repaired and/or rebuilt, the same (a "**Restoration**") so that the repaired or rebuilt Improvements shall have at least the same values as such Improvements immediately prior to such damage or destruction, such construction to be undertaken and completed in accordance with the requirements of Article 7. In no event whatsoever shall Landlord be required to repair, replace, or restore any Improvements as a result of any such damage or destruction. No damage to or destruction of Improvements shall effect an abatement or reduction in Rent or, except as provided in Section 10.2, a termination of this Lease, and Tenant waives any provisions of Applicable Laws that may be to the contrary.

10.2 Lease Termination by Tenant. If the Improvements are damaged or destroyed (a) at any time during the Term of this Lease by fire or other casualty covered or required to be covered by a policy of insurance to be maintained pursuant to Article 9 and the cost of repairing or rebuilding such Improvements exceeds twenty percent (20%) of the full replacement value thereof; or (b) at any time during the Term of this Lease by casualties not covered or required to be covered by a policy of insurance to be maintained pursuant to Article 9 and the cost of repairing or rebuilding such Improvements exceeds twenty-five percent (25%) of the full replacement value thereof, Tenant, by giving written notice to Landlord within sixty (60) days after the occurrence of such damage or destruction and by removing, if requested by Landlord and approved by any permitted Leasehold Mortgagee, any damaged or destroyed Improvements and leveling and grading that portion of the Premises underlying such removed Improvements, may elect to terminate this Lease. Also, if a Restoration of any damaged or destroyed Improvements shall not occur by reason of any Leasehold Mortgagee applying the insurance monies to the repayment of any amounts due under its Leasehold Mortgage as permitted by Section 10.3 below, either party, by giving written notice to the other, may elect to terminate this Lease with respect to that portion of the Premises underlying such damaged or destroyed Improvements, as well as the parking or common area therefor. Notwithstanding anything contained in this Lease to the contrary, in the event of a termination of the Lease pursuant to this Section 10.2, the balance of any insurance monies payable by reason of any damage or destruction shall be paid for the full cost to remove the damaged or destroyed Improvements and to level and grade that portion of the Premises underlying such removed Improvements, with the balance thereof to be disbursed to the permitted Leasehold Mortgagee(s) and applied to the repayment of its or their Leasehold Mortgage(s).

10.3 Application of Insurance Proceeds. All insurance monies on account of such damage or destruction, less the costs, if any, of such recovery, shall be disbursed to the permitted Leasehold Mortgagee(s) and, in the sole and absolute discretion of any permitted Leasehold Mortgagee(s), applied either to the cost of Restoration or to the repayment of any amounts due under the Leasehold Mortgage(s); provided, however, that if any Leasehold Mortgagee applies such insurance monies to the repayment of its Leasehold Mortgage, that portion of such insurance monies required to pay the full cost to remove the damaged or destroyed Improvements and to level and grade the portion of the Premises underlying such removed Improvements shall be excluded from the repayment of amounts due under the Leasehold Mortgage(s) and, instead, shall be paid for the full cost of removing the damaged or destroyed Improvements and leveling and grading the portion of the Premises underlying such removed Improvements. To the extent that a Leasehold Mortgagee elects to allow the insurance monies to be utilized for the Restoration, such insurance monies shall be applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses upon the written request of Tenant (such written request to be made to Landlord and the insurer or, if the Leasehold Mortgagee requires such insurance proceeds to be held by the Leasehold Mortgagee, to Landlord, the Leasehold Mortgagee, and the insurer), accompanied by a certificate of the architect or a qualified professional engineer in charge of the Restoration stating that as of the date of such certificate (a) the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects or persons, firms or corporations furnishing or supplying work, labor, services or materials for such Restoration, or is justly required to reimburse Tenant for any expenditures made by Tenant in connection with such Restoration, and when added to all sums previously paid out by Landlord does not exceed the value of the Restoration performed to the date of such certificate by all of said parties; (b) except for the amount, if any, stated in such certificate to be due for work, labor,

services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for work, labor, services or materials in connection with such Restoration, which, if unpaid, might become the basis of a mechanic's lien or similar lien with respect to the Restoration or a lien upon the Premises, or any portion thereof; and (c) the costs, as estimated by the person signing such certificate, of the completion of the Restoration required to be done subsequent to the date of such certificate in order to complete the Restoration do not exceed the sum of the remaining insurance monies, plus the amount deposited by Tenant, if any, remaining in the hands of Landlord (or, if the Leasehold Mortgagee requires such insurance proceeds to be held by the Leasehold Mortgagee, in the hands of the Leasehold Mortgagee) after payment of the sum requested in such certificate. Landlord (or the Leasehold Mortgagee, if applicable) and Tenant shall not be required to pay out any insurance monies where Tenant fails to supply satisfactory evidence of the payment of work, labor, services or materials performed, furnished or supplied, as aforesaid. Upon completion of the Restoration and payment in full thereof by Tenant, Tenant shall be entitled to receive any insurance monies or other monies then remaining upon submission of proof reasonably satisfactory to Landlord that the Restoration has been paid for in full and the damaged or destroyed Improvements repaired, restored or rebuilt as nearly as possible to the condition there were in immediately prior to such damage or destruction, or with such additions or alterations as may be made in accordance with Section 7.2 above.

ARTICLE 11 CONDEMNATION

11.1 Entire or Substantial Condemnation. If all or Substantially all of the Premises shall be lawfully taken by condemnation or other eminent domain proceedings pursuant to any Applicable Laws, general or special, this Lease shall terminate on the date of such taking. All Rent required to be paid by Tenant under this Lease shall be paid up to the date of such termination and upon such termination this Lease shall be of no further force and effect, except that any obligation or liability of either Party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive and any prepayment of Rent shall be prorated between the Parties. For purposes of this Section "**Substantially All of the Premises**" shall mean such portion of the Premises as, when so taken, would leave remaining a balance of the Premises which, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not under economic conditions, applicable zoning laws and building regulations then existing or prevailing, reasonably accommodate Tenant's business as conducted at the date of such taking. Tenant, in cooperation with Landlord, shall have the right to participate in any condemnation proceedings and be represented by legal counsel for the purpose of protecting its interests hereunder.

11.2 Continuation of Lease. In the event of a taking of less than all or Substantially All of the Premises, this Lease shall continue in effect with respect to the portion of the Premises not so taken, and Tenant at its expense, to the extent Tenant has received the award for the taking, shall proceed with reasonable diligence with restoring the remaining parts of the Premises, subject to Section 7.2, to substantially the condition existing immediately prior to the date of taking to the extent that the same may be feasible to constitute a complete and tenantable Premises.

11.3 Award. Except for a partial taking that does not result in a termination of this Lease, the Tenant shall receive the entire award. In the case of a partial taking which does not

result in a termination of this Lease, and, provided no Default shall have occurred and be continuing, such award shall be paid in the same manner as insurance proceeds are paid pursuant to Section 10.3 for the cost of restoring the Premises pursuant to Section 11.2 hereof. Nothing herein contained shall prohibit Tenant from making a separate claim, to the extent permitted by Applicable Laws, for the value of Tenant's relocation expenses, Trade Fixtures and Personal Property.

11.4 Notice of Condemnation. In the event any action is filed to condemn the Premises or any part thereof by any public or quasi-public authority under the power of eminent domain, or in the event that action is threatened or any public or quasi-public authority communicates to Landlord or Tenant its desire to acquire the Premises or any part thereof by a voluntary conveyance or transfer in lieu of condemnation, either Landlord or Tenant shall give prompt notice thereof to the other Party and each shall have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation or settlement with respect to any taking or threatened taking. No agreement, settlement, conveyance or transfer to or with the condemning authority affecting the Premises shall be made without the prior written approval of both Landlord and Tenant.

ARTICLE 12 NET LEASE

This Lease shall be interpreted and construed as an absolute net lease, and it is the express intent and agreement of Landlord and Tenant that (a) the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and the Rent and all other charges payable by Tenant hereunder shall be payable in all events without abatement, deduction, diminution, deferment, suspension, reduction or setoff whatsoever, unless this Lease shall be terminated pursuant to Section 2.2 or Articles 10 or 11 hereof; (b) all costs or expenses of whatever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary, appropriate or required in and about the Premises or any part thereof, or in connection with Tenant's possession or authorized use thereof during the Term of this Lease, shall be paid by Tenant; (c) the Rent shall be absolutely net to Landlord; (d) all Taxes, insurance premiums, utility expenses, repair and maintenance expense, and all other costs, fees, interest, charges, expenses, reimbursement and obligations of every kind and nature whatsoever relating to the Premises, or any portion thereof, which may arise or become due during the Term of this Lease, or any extension or renewal thereof, shall be paid or discharged by Tenant as Additional Rent; and (e) Tenant shall indemnify, defend and save Landlord harmless from and against such costs, fees, charges, expenses, reimbursements and obligations, any interest thereon. Except as otherwise expressly provided in Articles 10 and 11 hereof, this Lease and the rights of Landlord and the obligations of Tenant hereunder shall not be affected by any event or for any reason, including without limitation: (i) any damage to or theft, loss or destruction of any of the Premises by fire, flood, earthquake or other casualty, (ii) any condemnation, (iii) any default on the part of Landlord hereunder, (iv) any latent or other defect in any of the Premises, (v) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding, affecting either of the Parties, (vi) the exercise of any remedy, including without limitation foreclosure, under any Leasehold Mortgage, collateral assignment or other encumbrance, (vii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by any trustee, receiver or liquidator of either of the Parties or any court under

the Federal bankruptcy laws or otherwise, (viii) any interference with Tenant's use of the Premises, (ix) market or economic changes or (x) any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. Landlord shall have no responsibility, obligation or liability under this Lease whatsoever with respect to disruption or unavailability of gas, heat, water, light, power, telephone, telecommunications, cabling, sewage, and any other utilities or services for or to the Premises; maintenance, repair or Restoration of the Premises; or any other cost, expense, duty, obligation, service or function whatsoever related to the Premises.

ARTICLE 13 ASSIGNMENT

13.1 Restrictions on Transfer. Except as permitted in Section 13.3 below, or in Article 14 hereof, Tenant shall not assign, mortgage, pledge, or otherwise encumber this Lease, or any interest therein, or in any manner assign, mortgage, pledge, or otherwise encumber its interest or estate in the Premises, or any portion thereof (each of which are herein referred to sometimes as a "**Transfer**"), without obtaining Landlord's prior written consent in each and every instance, such consent not to be unreasonably withheld, conditioned or delayed. Tenant's request for Landlord's consent to a Transfer must describe in detail the parties and portion of the Premises involved in the proposed Transfer. If Landlord consents to a Transfer, the following terms and conditions shall apply:

(a) Any assignment of this Lease shall transfer to the assignee all of Tenant's right, title and interest in this Lease and all of Tenant's estate or interest in the Premises.

(b) Any such assignee shall assume, by written, recordable instrument, in form and content reasonably satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease, including any accrued obligations at the time of the effective date of the assignment, and such assumption agreement shall state that the same is made by the assignee for the express benefit of Landlord as a third party beneficiary thereof, whereupon Tenant shall be released from all liability under this Lease. A copy of the assignment and assumption agreement, both in form and content reasonably satisfactory to Landlord, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if assignee or its signatory is a corporation) authorizing the execution and delivery of such assumption agreement, shall be sent to Landlord within a reasonable time following the effective date of such assignment.

(c) No Event of Default under this Lease shall exist at any time of any assignment, nor when Tenant requests Landlord's written consent thereto.

(d) Any assignment shall be subject to all the provisions, terms, covenants and conditions of this Lease.

(e) No assignee shall further assign its interest in this Lease or in the Premises, or any portion thereof, without Landlord's prior written consent in each and every instance, which consent shall not be unreasonably withheld or unduly delayed.

(f) Tenant shall pay or reimburse Landlord as Additional Rent any and all costs of Landlord, including reasonable attorney's fees paid or payable to outside counsel, occasioned by such Transfer in an amount not to exceed One Thousand Dollars (\$1,000).

(g) Tenant's failure to comply with all of the provisions and conditions of this Section 13.1 shall (whether or not Landlord's consent is required under this Section 13), at Landlord's option, render any purported Transfer or sublease null and void and of no force and effect.

(h) Landlord consents to the Ground Lease.

13.2 Landlord's Consent Standard. For purposes of Section 13.1 and in addition to any other reasonable grounds for denial, Landlord's consent to any requested Transfer described in Section 13.1 will be deemed reasonably withheld if, in Landlord's good faith judgment, any one or more of the following apply: (i) a proposed assignee of the entire Premises does not have the financial strength to perform the Tenant's obligations under this Lease; (ii) the business and operations of the proposed assignee are not of comparable quality to the business and operations being conducted by Tenant in the Premises; (iii) the proposed assignee does not have a good business reputation; (iv) the use of the Premises by the proposed assignee would, in Landlord's reasonable judgment, impact the Premises in a negative manner; (v) the proposed assignee is a government entity (or agency or instrumentally thereof); or (vi) an Event of Default exists under this Lease at the time Tenant requests consent to the proposed transaction.

13.3 Transfer to Affiliate. Provided that no Event of Default exists under this Lease, Tenant may, without Landlord's consent, assign all or a portion of this Lease or the Premises to an Affiliate (as herein defined) if (a) Tenant notifies Landlord of such assignment, including the name of the Affiliate and terms of the assignment, at least twenty (20) days prior to such assignment; and (b) Tenant delivers to Landlord, not later than the effective date of the assignment, a written agreement reasonably acceptable to Landlord under which the assignee assumes and agrees to perform Tenant's obligations under this Lease and to observe all terms and conditions of this Lease. Tenant will also promptly provide Landlord with copies of any documents reasonably requested by Landlord to document the status and relationship between Tenant and its Affiliate. A Transfer to an Affiliate shall not release Tenant from any liability or obligation under this Lease. "**Affiliate**" means (i) any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Tenant or any of its controlling principals; (ii) any trust or entity created by any of Tenant's controlling principals for estate planning purposes; (iii) any entity into which Tenant is consolidated or merged; and (iv) any entity to which substantially all of the assets of Tenant are transferred. For purposes of this definition, "**control**" means possessing the power to direct or cause the direction of management and policies of the entity by the ownership of a majority of the voting securities of the entity. In the event of consolidation of Tenant with one or more other entities or the sale or other disposition of all or substantially all of the assets of Tenant to one or more entities, the surviving entity or transferee of assets, as the case may be, shall deliver to Landlord, and any assignee of any interest of Landlord, an acknowledged instrument assuming all obligations, covenants and responsibilities of Tenant hereunder.

ARTICLE 14
LEASEHOLD MORTGAGE OF PREMISES

14.1 Permitted Encumbrances. Tenant and/or AZ Slims, from time to time during the Lease Term, may encumber either's respective leasehold interest in the Premises under this Lease, or any part thereof, or any of the Improvements, by one or more Leasehold Mortgages (as defined below), and assign their respective interest in this Lease and/or the Ground Lease, or any part or parts thereof, as collateral security therefor; subject to the following:

(a) For the purposes of this Lease, the term "**Leasehold Mortgage**" shall mean an encumbrance on a leasehold interest in the Premises under this Lease, including the leasehold interest created under the Ground Lease, which shall be deemed to include a deed of trust and such other types of security instruments as are commonly given to secure loans or advances for the construction and permanent financing and refinancing of improvements and property similar to the Improvements and the Premises, and the term "**Leasehold Mortgagee**" shall mean a bank, insurance company, pension fund or other financial institution which is the holder of record of a Leasehold Mortgage (including a beneficiary or trustee under a deed of trust).

(b) Tenant or the Leasehold Mortgagee shall promptly deliver to Landlord in the manner provided in this Lease for the giving of notice to Landlord a true and complete copy of the Leasehold Mortgage and of any assignment thereof, and shall notify Landlord of the address to which notices to the Leasehold Mortgagee may be sent.

(c) The Leasehold Mortgage shall secure financing to be utilized only for the Premises, including, without limitation, the development and construction of the Improvements.

(d) The Leasehold Mortgage shall include provisions to the effect that any notice of default under the Leasehold Mortgage shall be delivered to Landlord, as well as to Tenant; that Landlord shall have the same time period as is available to Tenant within which to cure a default, with Landlord's time period for curing a default running concurrently with the time period available for Tenant's cure of such defaults; and that neither Landlord's right to cure a default nor Landlord's exercise of such right shall be deemed to be an assumption by Landlord of liability under the Leasehold Mortgage.

(e) In the event of an Event of Default by Tenant, Landlord shall provide notice of such Event of Default, at the same time notice is provided to Tenant, to not more than two (2) of such Leasehold Mortgagees, as previously designated by Tenant to receive such notice (the "**Designated Lenders**") whose names and addresses were provided by written notice to Landlord in accordance with Article 16. Landlord shall give Tenant copies of any such notice provided to such Designated Lenders and, unless Tenant notifies Landlord that the Designated Lenders names or addresses are incorrect (and provides Landlord with the correct information) within three (3) Business Days after Tenant receives its copies of such notice from Landlord, Landlord will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Tenant may provide notices to other Leasehold Mortgagees. Notwithstanding the forgoing, on the Execution

Date, the Parties mutually agree and understand that the Designated Lender under the terms of the Ground Lease is Bell Bank, a North Dakota corporation (“Bell”). Accordingly, Landlord shall provide written notice of any Event of Default by Tenant to Bell at Bell’s designated address set forth in Article 16 of this Lease, or any other address that Bell may elect by written notice to Landlord and Tenant during the term of this Lease.

(f) It may be necessary for the Leasehold Mortgagees to enter into an agreement among themselves, Tenant and/or its permitted assignees, acknowledging the various rights of the Leasehold Mortgagees (the “**Triparty Agreement**”). Landlord agrees that it shall execute such Triparty Agreement only for the purpose of acknowledging the rights of such Leasehold Mortgagees in this Lease, provided that such Triparty Agreement imposes no additional obligations upon nor diminishes any rights of Landlord other than those contained within this Lease. If a Leasehold Mortgagee is permitted, under the terms of its nondisturbance agreement with Landlord, or under a Triparty Agreement executed by Landlord, to cure the Event of Default and/or to assume Tenant’s position with respect to this Lease, Landlord agrees to recognize such rights of the Leasehold Mortgagee or Leasehold Mortgagees under the Triparty Agreement, and to otherwise permit each such Leasehold Mortgagee to assume all of its respective rights and obligations of Tenant under this Lease. Landlord shall, at any time upon reasonable request by Tenant, provide to any Leasehold Mortgagee an estoppel certificate or other document evidencing that this Lease is in full force and effect and that no Event of Default by Tenant exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Default). Upon request by a Leasehold Mortgagee, Landlord will enter into a separate nondisturbance agreement with each such Leasehold Mortgagee, consistent with the provisions of this Article 14.

(g) From and after receiving notice of the existence of a Designated Lender’s Leasehold Mortgage, Landlord and Tenant shall not cancel, surrender, modify or amend this Lease in any respect without the prior written consent of the Designated Lender.

(h) Any Leasehold Mortgagee may be added as a named insured or to the "loss payable endorsement" of any and all insurance policies required to be carried by Tenant under this Lease on the condition that the insurance proceeds are to be applied in the manner specified in this Lease. The proceeds of any insurance policies or proceeds arising from a condemnation shall be held by any Leasehold Mortgagee and distributed pursuant to the provisions of this Lease, but the Leasehold Mortgagee may reserve its right to apply to the Leasehold Mortgage debt all, or any part of Tenant's share of such proceeds pursuant to such Leasehold Mortgage.

(i) Landlord consents to a provision in any Leasehold Mortgage for an assignment of rents due to Tenant from sublessees to the holder thereof, effective upon any default under Leasehold Mortgage, and to a provision in the Leasehold Mortgage that the holder thereof in any action to foreclose the same shall be entitled to the appointment of a receiver.

14.2 Leasehold Mortgagee’s Rights on Tenant’s Default.

(a) If Tenant shall Default under any of the provisions of this Lease, each Leasehold Mortgagee shall have the right and period of time as Tenant to cure such Default, whether the same consists of the failure to pay Rent or the failure to perform any other obligation which Tenant is required to do or perform, and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Tenant; provided, that any of the Designated Lenders after receiving notice in accordance with Section 14.1 will have forty-five (45) days more than is given Tenant after notice to such Designated Lender, to remedy such default by Tenant.

(b) In the event any Leasehold Mortgagee becomes an owner of Tenant's interest under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, the Leasehold Mortgagee shall not become liable under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, an owner of Tenant's interest under this Lease. Any purchaser at a foreclosure sale, other than a Leasehold Mortgagee, shall assume all of Tenant's obligations under this Lease and such purchaser shall have no right with respect to the Premises unless it so assumes and delivers a duplicate of the assumption agreement (to be executed in due form for recording) within ten (10) days after such purchaser acquires Tenant's interest under this Lease.

14.3 Right to New Lease. In the event of termination of this Lease for any reason (including but not limited to any Default by Tenant), Landlord, if requested by any Leasehold Mortgagee, will enter into a new lease of the Premises with the most senior Leasehold Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original Term of this Lease, at the same Rent and upon the same terms, covenants and conditions herein contained; provided that

(a) Such Leasehold Mortgagee shall make written request upon Landlord for the new lease within thirty (30) days after the date such Leasehold Mortgagee receives written notice from Landlord that the Lease is to be terminated;

(b) Such Leasehold Mortgagee shall pay to Landlord, at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination, and in addition pays to Landlord any and all expenses, including reasonable attorneys' fees, court costs and disbursements incurred by Landlord in connection with any such Default and termination, as well as in connection with the execution and delivery of such new lease;

(c) Each sublessee of the Premises whose sublease was in force and effect immediately prior to termination of this Lease, and which did not expire of its own terms prior to the delivery of said new lease, shall attorn to the tenant under said new lease; and

(d) Any new lease made in accordance with the provisions of this Section 14.3 and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with regard to any then existing Leasehold Mortgage.

14.4 Leasehold Mortgagee; Further Assurances. Landlord and Tenant shall cooperate in including in this Lease, by suitable amendment from time to time, any provision that may be reasonably requested by any proposed Leasehold Mortgagee which is a Designated Lender for the purpose of implementing the mortgagee protection provisions contained in this Lease by (i) allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a Default under the terms of this Lease, and (ii) confirming the elimination of the ability of Tenant to modify, terminate, or waive this Lease or any of its provisions without the prior written approval of such Leasehold Mortgagee. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any such amendment; provided, however, that any such amendment shall not in any way affect the Term or Rent under this Lease nor otherwise in any material respect adversely affect any rights or obligations of Landlord under this Lease; and, provided further, that any such amendment shall be subject to approval by Landlord's City Council. Neither disapproval by Landlord's City Council of such an amendment for any reason whatsoever, nor any delay by Landlord's City Council in deciding to approve or disapprove such an amendment, shall result in any liability to Landlord or affect any time periods set forth in this Lease.

ARTICLE 15 EVENTS OF DEFAULT; REMEDIES

15.1 Events of Default. The occurrence of any of the following events shall be a default or breach of this Lease by Tenant (each a "**Default**" or "**Event of Default**"):

(a) if Tenant fails to pay any Rent for more than five (5) days after the same becomes due and payable; or

(b) if Tenant fails to pay, when the same becomes due and payable, any Taxes or charges other than Rent which Tenant is required to pay under this Lease, and such failure continues for more than ten (10) days after written notice of such non-payment has been given by Landlord to Tenant; or

(c) if Tenant fails to perform or comply with any other obligation of Tenant under this Lease, including without limitation the timely commencement or completion of the construction of the Improvements, and such failure shall continue for more than thirty (30) days after notice thereof has been given by Landlord to Tenant, and Tenant shall not cure the same within such period; provided, that such period of thirty (30) days shall be extended by the number of additional days, if any, that the curing of such failure is delayed by reasons beyond the reasonable control of Tenant, financial inability and economic market conditions excepted;

(d) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation due to its bankrupt or insolvent financial status; or

(e) if, as a result of any proceeding against Tenant, a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Tenant or of or relating to all or substantially all of its property, or for the winding-up or liquidation of its affairs or for the supervision of the business or affairs of Tenant, shall have been entered, and such decree or order shall remain in force for a period of more than sixty (60) days; or

(f) if Tenant is in Default under the Development Agreement.

15.2 Remedies. Upon the occurrence of any Default, and after the expiration of any applicable cure periods, Landlord at Landlord's option, without notice or demand, may do any one or more of the following, in any order, successively or concurrently:

15.2.1 Continuation of Lease without Reentry. Landlord may continue the Lease in full force and effect, without reentry, and may recover from Tenant, in one or more actions, all Rent and other sums due or coming due from Tenant, plus any added costs, expenses or damages caused by or arising out of Tenant's Default, and without any obligation of Landlord to reenter, terminate or take other action.

15.2.2 Termination of Lease. Landlord may terminate this Lease by written notice to Tenant of Landlord's election to do so, whether or not Landlord has previously elected to continue the Lease in effect without reentry. Upon Landlord's notice of termination, (i) Landlord shall immediately convey fee simple title to the Premises to Tenant as contemplated by Section 2.3 above and (ii) Tenant immediately shall pay to Landlord the amount of all Rent and other sums due under this Lease to the date of termination.

15.2.3 Landlord's Expenses and Damages. Landlord, in every case, shall be entitled to recover from Tenant all of Landlord's expenses, costs and damages arising out of any Event of Default, including, but not limited to, clean-up, repair, alterations, refurbishing, refurnishing, custodial and security expenses, bookkeeping, and accounting costs, attorneys' fees (whether or not suit is brought), and costs and expenses of litigation.

15.3 Landlord Default. Upon any failure by Landlord to perform any of its obligations hereunder, and the continuance thereof for thirty (30) days following written notice thereof from Tenant (or such longer period of time, not to exceed 90 days as may be reasonably required for Landlord to cure such failure so long as Landlord commences such cure within said 30 days and thereafter diligently pursues such cure to completion), Tenant shall be entitled to exercise any and all remedies available to it in law and/or equity, provided, however, in no event shall Tenant be entitled to seek or recover consequential, lost profit, punitive or similar monetary damages. Tenant shall not be entitled to seek any claim for damages against Landlord after the date of Landlord's conveyance of fee simple title to the Premises to Tenant described in Sections 2.2 and 2.3 above.

ARTICLE 16
NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, as follows:

If to Landlord:

City Administrator
City of Yuma
One City Plaza
Yuma, AZ 85364-1436

With a copy to:

City Attorney
City of Yuma
One City Plaza
Yuma, AZ 85364-1436

If to Tenant:

Spencrazi, L.L.C.
c/o A.T. Pancrazi Real Estate Services, Inc.
350 W. 16th Street, Suite 332
Yuma, Arizona 85364
Attn: Thomas J. Pancrazi

With a copy to:

Garcia, Kinsey & Villarreal, P.L.C.
2620 W. 24th Street
Yuma, Arizona 85364
Attn: John S. Garcia, Esq.

If to Bell:

Bell Bank
8349 West Bell Road
Peoria, AZ 85382
Attn: Evan Ho

or at such other place or to such other persons as any Party shall from time to time notify the other in writing as provided herein. The date of service of any communication hereunder shall be the date of personal delivery or seventy-two (72) hours after the postmark on the certified or registered mail, as the case may be.

**ARTICLE 17
NO MERGER**

In no event shall the leasehold interest, estate or rights of Tenant hereunder, or of any Leasehold Mortgagee, merge with any interest, estate or rights of Landlord in or to the Premises. Such leasehold interest, estate and rights of Tenant hereunder, and of any Leasehold Mortgagee, shall be deemed to be separate and distinct from Landlord's interest, estate and rights in or to the Premises, notwithstanding that any such interests, estates or rights shall at any time be held by or vested in the same person, corporation or other entity.

**ARTICLE 18
TRADE FIXTURES AND PERSONAL PROPERTY**

18.1 Tenant's Property. All trade fixtures and personal property, including, without limitation, all furniture, furnishings and inventories now or hereafter maintained, installed or used in or about the Premises by Tenant or Tenant's subtenant or permitted assignees (the "**Trade Fixtures and Personal Property**") shall remain the property of Tenant, or such subtenant or permitted assignee, as applicable, after the expiration or earlier termination of this Lease.

18.2 Landlord's Lien Waiver. Upon request of Tenant or Tenant's permitted assignees or subtenants, Landlord shall execute and deliver any commercially reasonable consent or waiver form submitted by any vendors, landlords, chattel mortgagees or holders or owners of any Trade Fixtures and Personal Property (each a "**Third Party Claimant**") located or installed in the Premises by Tenant or any such permitted assignee or subtenant, provided that such consent or waiver form shall be limited to (i) Landlord's waiver in favor of such Third Party Claimant of any lien, claim, interest or other right superior to that of such Third Party Claimant in such Trade Fixtures and Personal Property; (ii) Landlord's acknowledgement that the Trade Fixtures and Personal Property covered by such consent or waiver form is personal property and is not to become part of the realty no matter how affixed thereto; and (iii) Landlord's acknowledgement that such personal property may be removed from the Premises by the applicable Third Party Claimant at any time, upon default by Tenant or the assignee or subtenant in accordance with the terms of such chattel mortgage or other similar documents, free and clear of any claim or lien of Landlord, subject to the Third Party Claimant at its cost repairing any damage and restoring the damaged Improvements to substantially the same condition as existed prior to the removal of such Trade Fixtures and Personal Property.

**ARTICLE 19
ESTOPPEL CERTIFICATES**

19.1 By Landlord. Landlord will execute, acknowledge and deliver to Tenant, subtenant or any permitted Leasehold Mortgagee, within twenty (20) days of Tenant's written request, a certificate stating that:

(a) this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications);

(b) the dates, if any, to which Rent and other sums payable hereunder have been paid; and

(c) whether or not, to the knowledge of Landlord, there then exists any Default under this Lease (and if so, specifying the same).

Any such certificate may be relied upon by Tenant and any permitted prospective Leasehold Mortgagee or permitted prospective assignee of Tenant's interest under this Lease.

19.2 By Tenant. Tenant will execute, acknowledge and deliver to Landlord within twenty (20) days of Tenant's written request, a certificate stating that:

(a) this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications);

(b) the dates, if any, to which Rent and other sums payable hereunder have been paid; and

(c) whether or not, to the knowledge of Tenant, there then exists any Default under this Lease (and if so, specifying the same).

Any such certificate may be relied upon by Landlord.

ARTICLE 20 GENERAL PROVISIONS

20.1 Time of Essence. Time is of the essence of each and every provision of this Lease.

20.2 Landlord's Access to Premises. Landlord and its agents, at all reasonable times and upon notice to Tenant, shall have free and full access to the Premises for the purposes of examining or inspecting the condition thereof, determining if Tenant is performing the covenants and agreements of this Lease, and posting such notices as Landlord may desire to protect the rights of Landlord, provided the exercise of such rights does not materially interfere with Tenant's use and enjoyment of the Premises.

20.3 Governing Law; Choice of Forum. This Lease 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 Lease 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, 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 20.3.

20.4 Successors and Assigns. This Lease and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto.

20.5 Waiver. No waiver by either Party of any breach of any of the terms, covenants or conditions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

20.6 Limited Severability. Landlord and Tenant each believes that the execution, delivery and performance of this Lease is in compliance with all Applicable Laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Lease is declared void or unenforceable (or is construed as requiring Landlord to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, Yuma City Code or Yuma City Charter), such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed lease (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Lease, as reformed.

20.7 Exhibits; Recitals. All Exhibits referred to herein or attached hereto are incorporated herein by this reference as though fully set forth herein. The Recitals at the beginning of this Lease are hereby incorporated herein as covenants.

20.8 Entire Agreement; Amendments. This Lease and the Development Agreement constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all other prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No amendment or modification of this Lease shall be effective unless in writing executed and delivered by the Parties hereto. Any amendment of this Lease to change the use of the GPLET Improvements during the period of the GPLET abatement shall require adherence to the notification and other requirements of A.R.S. § 42-6209(C)(3).

20.9 Successor Laws. Each reference in this Agreement to a particular City Ordinance, Arizona statute or other Applicable Laws shall include any successor City ordinance, successor Arizona statute or successor Applicable Laws provided such successor City ordinance, successor Arizona statute or successor Applicable Laws are of general applicability.

20.10 Memorandum of Land and Improvements Lease. The Parties shall, concurrently with the execution of this Lease, complete, execute, acknowledge and record (at Tenant's expense) a Memorandum of Land and Improvements Lease in substantially the form attached hereto as Exhibit C.

20.11 Negation of Partnership. The relationship of the Parties is solely that of landlord and tenant, and under no circumstances shall the Parties become or be deemed partners or joint venturers.

20.12 Time Periods. If the time for the performance of any obligation under this Lease expires on a Friday, Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.

20.13 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Lease, nor shall any such member, official or employee participate in any decision relating to this Lease which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Lease is subject to cancellation pursuant to A.R.S. § 38-511.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date and year first written above.

LANDLORD:

CITY OF YUMA, an Arizona municipal corporation

By: _____
John D. Simonton
City Administrator

TENANT:

SPENCRAZI, L.L.C., an Arizona limited liability company

By: _____
Thomas J. Pancrazi
Manager

ATTEST

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM

By: _____
Richard W. Files
City Attorney

Exhibit A

Legal Description of Land

Parcel A, Center Pointe Commons Lot Tie/Lot Split, recorded in Book 34 of Plats, page 93, records of Yuma County, Arizona.

Exhibit B

Insurance Requirements

Tenant (the term “Tenant” as used in this Insurance Exhibit shall not include Tenant’s sub-tenants or sub-lessees) shall procure and maintain for the Term of the Lease insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease by Tenant and Tenant’s agents, representatives, employees, contractors.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. Landlord in no way warrants that the minimum limits contained herein are sufficient to protect Tenant from liabilities that might arise out of this Lease and Tenant is free to purchase such additional insurance as may be determined necessary. The limits set forth below shall be adjusted every five (5) years by the percentage of change in the Consumer Price Index (the “CPI”) determined in accordance with this paragraph. In determining the percentage of change in the CPI for the adjustment of the insurance limits for any year, the CPI for the month October in the preceding year, as shown in the column for “All Items” in the table entitled “All Urban Consumers” under the “United States City Averages” as published by the Bureau of Labor Statistics of the United States Department of Labor, shall be compared with the corresponding index number for the month of October one (1) year earlier.

A. Minimum Scope and Limits of Insurance: Tenant shall provide coverage at least as broad with limits of liability not less than those listed below.

Commercial General Liability – Occurrence Form

General Aggregate or Umbrella Policy	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expenses (Any one person)	Optional

Automobile Liability – Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit per Accident for Bodily Injury	\$1,000,000
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Workers’ Compensation and Employer’s Liability

Workers’ Compensation	\$1,000,000
Employer’s Liability: Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$500,000

Liquor Liability

Combined Single Limit	\$1,000,000
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B. Self-Insured Retentions/Deductibles: Any self-insured retentions and deductibles greater than \$10,000 must be declared to and approved by Landlord.

C. Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability and Automobile Liability Coverages: Landlord, its council members, officers, officials, agents, and employees are additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Lease. Tenant's insurance shall contain broad form contractual liability coverage. Landlord, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by Tenant even if those limits of liability are in excess of those required by this Lease. The commercial general liability additional insured endorsement will be at least as broad as the Insurance Services Office, Inc. (ISO) additional insured form B CG 20 10 1185. Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by Landlord, its officers, officials, agents, and employees shall be in excess of the coverage provided by Tenant and shall not contribute to it. Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by Tenant shall not be limited to the liability assumed under the indemnification provisions of this Lease. The policies shall contain a waiver of subrogation against Landlord, its officers, officials, agents, and employees for losses arising from Tenant's operations, occupancy and use of the Premises that are subject of this Lease.

b. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against Landlord, its council members, officers, officials, agents, and employees for losses arising from Tenant's operations, occupancy, and use of the Premises that are the subject of this Lease.

D. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Lease shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Landlord. Such notice shall be sent directly to Landlord's City Administrator, City of Yuma, One City Plaza, P. O. Box 13014, Yuma, AZ 85366-3014 and shall be sent by certified mail, return receipt requested.

E. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. Landlord in no way warrants that the above-required minimum insurer rating is sufficient to protect Tenant from potential insurer insolvency.

F. Verification of Coverage: Tenant shall furnish Landlord with original certificates of insurance (Association for Cooperative Operation, Research and Development (ACCORD) form or equivalent approved by Landlord) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

All certificates are to be received and approved by Landlord before the Lease Term commences. Each insurance policy required by this Lease must be in effect at or prior to the commencement of the Lease Term and must remain in effect for the duration of the Lease Term. Failure to maintain

the insurance policies as required by this Lease or to provide timely evidence of renewal will be considered a material breach of the Lease.

All certificates required by this Insurance Exhibit shall be sent directly to Landlord's City Administrator, City of Yuma, One City Plaza, P. O. Box 13014, Yuma, AZ 85366-3014. Landlord's City Department and the lease agreement number, and location description are to be noted on the certificate of insurance. Landlord reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Insurance Exhibit at any time.

G. Approval: Any modification or variation from the insurance requirements in Insurance Exhibit must have prior approval from Landlord's City Administrator's Office whose decision shall be final. Such action will not require formal contract amendment, but may be made by administrative action.

EXHIBIT C

MEMORANDUM OF LAND AND IMPROVEMENTS LEASE

DATE: _____, 202__ (“Execution Date”)

PARTIES: CITY OF YUMA, ARIZONA, an Arizona municipal corporation (“Landlord”)
SPENCRAZI, L.L.C., an Arizona limited liability company (“Tenant”)

RECITALS:

A. Landlord and Tenant are parties to that certain Spencrazi, L.L.C. Parcel A Land and Improvements Lease (“**Lease**”), dated as of _____, 202__, for the lease of certain land described in **Exhibit A** attached hereto and made a part hereof, together with all building(s) and other improvements now or hereafter constructed thereon, along with fixtures, furnishings and equipment therein, together with all rights and privileges appurtenant thereto and all future additions thereto or alterations and replacements thereof (collectively, the “**Premises**”).

B. This Memorandum of Land and Improvements Lease (“**Memorandum**”) is now executed and entered into for the purpose of recording the same and thereby giving notice of the Lease and this Memorandum.

COVENANTS:

For valuable consideration, receipt of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon all of the terms, covenants and provisions contained in the Lease and in this Memorandum, including without limitation the following:

1. **Term.** The term of the Lease and this Memorandum (the “**Term**” or “**Lease Term**”) shall be for a period of eight (8) years, commencing on the date which is the later to occur of the date on which, (i) the Certificate of Occupancy for the Improvements is issued by the City for Improvements which are subject to the government property lease excise tax under A.R.S. § 42-6201 through § 42-6210; and (ii) fee title to the Premises is conveyed from Tenant to the Landlord (the “**Commencement Date**”), and ending at midnight on eighth (8th) anniversary of the Commencement Date, subject to the terms and conditions set forth in this Lease which may permit or provide for an earlier termination.

2. **Rent.** Tenant shall pay to Landlord rents and other amounts as set forth in the Lease.

3. **Lease.** All of the covenants, conditions, defined terms and provisions of the Lease are, by this reference to the Lease, incorporated herein and made a part hereof, the same as though expressly set forth herein. If a conflict arises between the provisions of this Memorandum and the

provisions of the Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument to be effective as of the day and year first written above.

TENANT:

LANDLORD:

SPENCRAZI, L.L.C., an Arizona limited liability company

CITY OF YUMA, ARIZONA, an Arizona municipal corporation

By: _____
Thomas J. Pancrazi, Manager

By: _____
John D. Simonton, City Administrator

ATTEST:

By: _____
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

Richard Files, City Attorney

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PROPERTY

Parcel A, Center Pointe Commons Lot Tie/Lot Split, recorded in Book 34 of Plats, page 93, records of Yuma County, Arizona.

EXHIBIT D

FORM OF SPECIAL WARRANTY DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Yuma
Attn: City Attorney
One City Plaza
Yuma, Arizona 85364

SPECIAL WARRANTY DEED

FOR THE CONSIDERATION of Ten Dollars (\$10.00), and other valuable consideration, Spencrazi, L.L.C., an Arizona limited liability company (“Grantor”), hereby conveys to the City of Yuma, an Arizona municipal corporation (“Grantee”), the real property (“Property”) situated in Yuma County, Arizona, and more particularly described on Exhibit “A” attached hereto and made a part hereof, together with the building(s) and other improvements thereon, the fixtures, furnishings and equipment therein, and all rights and privileges appurtenant thereto but excluding, and reserving unto Grantor, all right, title, and interest of Grantor in and to that certain Ground Lease dated March 17, 2023, and the First Amendment to Ground Lease dated September 16, 2024, by and between Grantor, as Landlord, and AZ Slims Real Estate, LLC, an Arizona limited liability company, as Tenant.

SUBJECT to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record and to all matters which an accurate survey or inspection of the Property would disclose.

PROVIDED, that water rights, if any, appurtenant to the Property are excluded from the coverage of the warranties contained herein, and Grantor hereby quitclaims to Grantee all of the Grantor’s right, title and interest in and to such water rights, if any, appurtenant to the Property.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this _____ day of _____, 202__.

GRANTOR:

SPENCRAZI, L.L.C., an Arizona
limited liability company

By: _____
Thomas J. Pancrazi, Manager

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the _____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared Thomas J. Pancrazi, who acknowledges himself to be the Manager of Spencrazi, L.L.C., an Arizona limited liability company, who acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

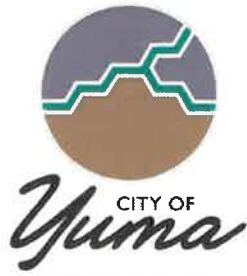
My Commission Expires:

Notary Public

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

Parcel A, Center Pointe Commons Lot Tie/Lot Split, recorded in Book 34 of Plats, page 93, records of Yuma County, Arizona.



Date: January 16, 2025

Governing Bodies:

Yuma County Board of Supervisors
ATTN: County Administration
198 S. Main Street
Yuma, AZ 85364

Crane Elementary School District
ATTN: Administration
4250 W. 16th Street
Yuma, AZ 85364

Yuma Elementary School District
ATTN: Administration
450 W. 6th Street
Yuma, AZ 85364

Yuma Union High School District
ATTN: Administration
3150 S. Avenue A
Yuma, AZ 85364

Arizona Western College
ATTN: Administration
PO Box 929
Yuma, AZ 85366

Attention:

This letter is to provide you with the statutory 60-day notice that the City of Yuma City Council will meet at their regularly scheduled meeting on Wednesday, March 19, 2025, to review a Land and Improvements Lease Agreement ("Lease") that the City of Yuma is negotiating with the following named Developer/Prime Lessee:

Name of Developer/Prime Lessee: Spencrazi, L.L.C.

Address of Developer/Prime Lessee: Thomas J. Pancrazi
A.T. Pancrazi Real Estate Services, Inc.
350 W. 16th Street, Suite 332
Yuma, AZ. 85364

Project/Premises Location: Southwest Corner of 16th Street and
4th Avenue/Parcel A

Proposed Development/Use: 3,000+ Sq. Ft. Restaurant plus patio

Proposed Length of Term(s): Lease Agreement - Term 8 years

Pursuant to Arizona Revised Statutes, A.R.S. § 42-6201, *et seq.*, as part of this proposed Restaurant Project, the City of Yuma and the Developer/Lessee, collectively (the "Parties"), will enter into the Lease which will permit abatement of the Government Property Lease Excise Tax ("GPLET"). Pursuant to A.R.S. § 42-6209(C), the City must notify you as the governing bodies of the county and any school districts prior to taking action on the proposed lease at least sixty (60) days before the City Council considers approval of the Lease.

Additionally, A.R.S. § 42-6209(C)(2) requires that the City of Yuma determine that, within the term of the Lease, the economic and fiscal benefit to this state, county and the city in which the project is located will exceed the benefits received by the Developer/Prime Lessee as a result of the Lease on the basis of an estimate of those benefits prepared by an independent third party in a manner and method acceptable to the City Council. The estimate must be provided to the governing bodies of the county and any school district in which the project is located at least thirty (30) days before the vote of the City Council. Accordingly, please find attached the economic and fiscal benefit analysis for the Restaurant Project.

Should you have any further questions concerning the provisions of this notice or need further clarification or information about this proposed project, please contact: Cynthia Blot, Economic Development Manager, City of Yuma at (928) 373-5011 or by email at: Cynthia.Blot@YumaAZ.gov.

Enclosure:

Economic and Fiscal Impact of a Proposed Fast-Food Restaurant, Yuma, Arizona



Economic and Real Estate Consulting

MEMORANDUM

To: Jeffrey Burt
City of Yuma

From: Jill Stevenson
Elliott D. Pollack & Company

Date: March 13, 2024

Re: Economic and Fiscal Impact of a Proposed Fast-Food Restaurant, Yuma, Arizona

Elliott D. Pollack & Company has been retained by the City of Yuma to perform an economic and fiscal impact analysis of the construction activity and ongoing operations of a proposed fast-food restaurant to be located in the Center Point Commons retail development at the intersection of 6th Avenue and 16th Street in Yuma, Arizona. The project plan calls for a 3,683 square-foot restaurant with a 411 square foot patio, dual drive through/bypass lanes and 38 parking stalls.

The property is currently located within the General Commercial (B-2) District and the Central Business District and Yuma North End–16th Street and 4th Avenue Redevelopment Area. The development agreement and lease will be in accordance with the Arizona Revised Statutes 42-6209 relating to the proposed use and abatement of the Government Property Lease Excise Tax (GPLET).

This economic and fiscal impact analysis focuses on the impacts derived from (a) the new construction activity, and (b) ongoing operations at the site that will occur annually. Economic impact analysis examines the regional implications of an activity in terms of three basic measures: output, earnings, and employment. Fiscal impact analysis evaluates the public revenues created by a particular activity. In a fiscal impact analysis, the primary revenue sources of a governing entity are analyzed to determine how the activity may financially affect them. ***Our report does not address the financial or market feasibility of the project, nor does it address costs associated with providing city services beyond the agreed upon incentives.***

Assumptions of Analysis

The assumptions used to estimate the impacts of the construction of the proposed fast-food restaurant have been developed from a variety of sources. The construction costs, building size, employment, average wage, lease rates and sales per square foot were provided by the City of Yuma. Data internal to the model, such as consumer spending and tax rates have been collected from various government and private sources including the U.S. Bureau of



Census, Bureau of Labor Statistics, Consumer Expenditure Survey, Arizona Department of Revenue, and the Arizona Tax Research Association. Additional assumptions regarding utility usage and local supply purchases are based on industry standards from various sources.

The proposed fast-food restaurant will employ 100 people with average annual wages estimated to be \$27,200 per year, excluding benefits. Construction at the site will total \$2.7 million with additional equipment projected to cost \$585,000. On average, the fast-food restaurant will generate an estimated \$4.5 million in sales each year. The limited property value will be about \$250 per square foot. The following table contains a summary of the primary assumptions of the study.

Assumptions	
Yuma Fast-Food Restaurant	
(2024 Dollars)	
<i>Project Description</i>	
Total building square feet	3,683
Patio square feet	411
Value of new construction	\$2,700,000
Estimated FF&E	\$585,000
<i>Operating Assumptions</i>	
Total Jobs (full & part time)	100
Average Annual Wage (excluding benefits)	\$27,200
Annual lease (years 1 - 5)	\$90,000
Annual lease (years 6-10)	\$94,500
Estimated annual sales	\$4,500,000
Projected annual utility usage	\$8,839
Locally purchased supplies	\$100,000
Projected limited property value of building per sf	\$250
<i>Various City of Yuma Tax Rates</i>	
Construction sales tax	1.7%
Retail transaction privilege tax	1.7%
Restaurant & bar sales total (including additional tax)	3.7%
Commercial Assessment Ratio (post GPLET)	15.0%
Property tax rate per \$100 assessed value (City)	2.1321
Sources: Elliott D. Pollack & Co., City of Yuma	

All dollar values presented in this report are stated in constant 2024 dollars. No adjustment has been made for inflation over time.

Economic Impact Methodology

Economic impact analysis examines the economic implications of an activity in terms of output, earnings, and employment. For this study, the analysis focuses on the jobs and corresponding



output and wages that are created during construction as well as the jobs and output that are created through the operations of the project. Without the proposed project, the vacant land property taxes that would be due annually are approximately \$5,020.24 (Tax Year 2023) distributed according to tax rate between Yuma County, the City of Yuma, and the school districts including Arizona Western College.

The different types of economic impacts are known as direct, indirect, and induced, according to the manner in which the impacts are generated. For instance, direct employment consists of permanent jobs held by the project employees. Indirect employment is those jobs created by businesses that provide goods and services essential to the operation or construction of the project. These businesses range from manufacturers (who make goods) to wholesalers (who deliver goods) to janitorial firms (who clean the buildings). Finally, the spending of the wages and salaries of the direct and indirect employees on items such as food, housing, transportation and medical services creates induced employment in all sectors of the economy throughout the region. These secondary effects are captured in this study. Multipliers have been developed to estimate the indirect and induced impacts of various direct economic activities. The IMPLAN Group LLC developed the multipliers used in this study.

Fiscal Impact Methodology

Fiscal impact analysis quantifies the public revenues associated with a particular economic activity. The primary revenue sources of local, county, and state governments (i.e. taxes) are analyzed to determine how an activity may affect the various jurisdictions. This report will evaluate the impact of the proposed fast-food restaurant on the City of Yuma, Yuma County, and other governmental entities with ad valorem (property tax) or transaction privilege (sales tax) authority. The major sources of tax revenue generation for governmental entities are related to the construction of the project and ongoing impact from the operations such as construction sales tax, sales tax from direct revenues and retail spending, utility taxes, lease taxes, property taxes and State shared revenues.

Economic Impact of the Proposed Fast-food restaurant

The economic impact of the project development is outlined in the following table. The construction would generate an estimated 24 direct jobs and approximately \$1.2 million in direct wages during the construction phase. Another 6 indirect and induced jobs would be created in the local economy and \$364,000 in wages. Altogether, the project would create approximately 30 jobs during the construction period, generating \$1.6 million in wages and over \$3.9 million in economic activity.

Once construction is complete and the fast-food restaurant is up and running, a total of 100 people will be directly employed with total wages of nearly \$2.7 million. Taking into account the ripple effect of the regional multipliers, approximately 24 permanent direct, indirect, and induced jobs are supported throughout the Yuma area as a result of the operations of the project. In total approximately \$4.0 million in wages are paid out annually to these employees and nearly \$13.1 million in economic activity is produced each year.



Yuma Fast-Food Restaurant Economic Impact Summary (2024 Dollars)			
Construction			
	Jobs	Wages	Economic Output
Direct	24	\$1,209,000	\$2,700,000
Indirect	2	\$139,000	\$443,000
Induced	4	\$225,000	\$754,000
Total	30	\$1,573,000	\$3,897,000
Operations (annual at buildout)			
	Jobs	Wages	Economic Output
Direct	100	\$2,720,000	\$8,754,688
Indirect	13	\$731,000	\$2,445,000
Induced	11	\$575,000	\$1,926,000
Total	124	\$4,026,000	\$13,125,688
<small>1/ Figures at stabilized operating levels Sources: Elliott D. Pollack & Co., ACA</small>			

Fiscal Impact of the Proposed Fast-food restaurant

The construction and operations associated with the fast-food restaurant also creates tax revenues for the City of Yuma. Revenues have been defined in this analysis as either primary or secondary, depending on their source and how the dollars flow through the economy into tax accounts. For instance, some revenues, such as construction sales taxes, are straightforward calculations based on the cost of construction. These revenues are described in this study as direct revenues and include retail sales taxes, property taxes and lease taxes. Secondary revenues, on the other hand, flow from the wages of those direct, indirect and induced employees who are supported by the project. Revenue projections are based on typical wages of the employees working in the project, their spending patterns, and projections of where they might live.

The following table outlines the fiscal impact of the project during construction and over 10 years of operations (stated in 2024 dollars without an inflation factor). Approximately \$63,800 is estimated to be generated during the construction. This includes \$39,700 in direct construction sales taxes and taxes collected on local equipment purchases, along with nearly \$24,100 in secondary tax revenues generated by state shared revenues and the construction employees. Additional revenues would likely be generated in terms of permit and fees and impact fees, not included in this analysis.

Annual operations of the fast-food restaurant generate about \$265,350 in annual tax revenues for the City of Yuma. This includes an average of roughly \$170,800 in primary tax collections such as



direct sales at the fast-food restaurant, taxes paid on local supply purchases, utility taxes and personal property taxes. Excluded from this amount are real property taxes during the first eight years if a proposed GPLET agreement is finalized. Indeed, after the 8-year abatement, real property taxes to the city will be approximately \$2,900 on average each year.

In addition to the revenues generated for the City of Yuma, nearly \$52,070 is generated annually for local school districts. This includes both the impact of direct property taxes at the proposed site (in years 9 and 10 – after the abatement) as well as additional annual taxes that will be generated by the employees on homes they occupy.

In total, during the construction period and over the 10 years of operations, the proposed fast-food restaurant is expected to generate \$2.7 million in tax revenue for the City of Yuma and \$520,700 for school districts. A detailed table by year and category is provided on the following page. All figures are in 2024 dollars, no inflation has been added to the calculations.

Not included in the following table (that provides the taxes to be collected by the City of Yuma and its local school districts) are the taxes that would be collected by the State of Arizona, Yuma County and its special districts.

The State would collect prime contracting tax (\$136,100), annual sales taxes from the fast-food sales (\$222,500 per year), as well secondary taxes generated by employees totaling an estimated \$3.9 million over 10 years.

Yuma County would similarly collect prime contracting tax (\$19,500), as well as direct sales taxes collected from the restaurant (\$50,000 annually). Yuma County and its special districts would also collect property taxes in years 9 and 10 from the site as well as property taxes generated by the employees. The total for the County and these jurisdictions is estimated to be \$1.3 million over the ten-year impact period.



**Yuma Fast-Food Restaurant
Fiscal Impact of City of Yuma**

(2024 Dollars)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total 10 Years
Construction Impact											
Total Primary Construction Impact	\$39,700	--	--	--	--	--	--	--	--	--	\$39,700
Construction sales tax	\$29,800	--	--	--	--	--	--	--	--	--	\$29,800
Permit fees	N/A	--	--	--	--	--	--	--	--	--	--
Use tax	\$9,900	--	--	--	--	--	--	--	--	--	\$9,900
Secondary impact from const. employees	\$24,100	--	--	--	--	--	--	--	--	--	\$24,100
Employee spending sales tax	\$4,000	--	--	--	--	--	--	--	--	--	\$4,000
Residents property tax	\$7,400	--	--	--	--	--	--	--	--	--	\$7,400
State shared sales tax	\$8,000	--	--	--	--	--	--	--	--	--	\$8,000
State shared income tax	\$2,800	--	--	--	--	--	--	--	--	--	\$2,800
State shared vlt	\$500	--	--	--	--	--	--	--	--	--	\$500
State shared hurf	\$1,400	--	--	--	--	--	--	--	--	--	\$1,400
Total Impact from construction	\$63,800	--	--	--	--	--	--	--	--	--	\$63,800
Operations Impact											
Total Primary Operations Impact	\$169,950	\$169,950	\$169,950	\$169,950	\$169,950	\$170,050	\$170,050	\$170,050	\$172,950	\$172,950	\$1,705,800
Direct sales taxes on restaurant sales	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$166,500	\$1,665,000
Utility sales tax	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,000
Local taxable purchases sales tax	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$17,000
Lease tax	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$15,500
Personal property tax	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$500
Real property tax	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$2,900	\$2,900	\$5,800
Secondary impact from DIRECT employees	\$80,100	\$74,500	\$74,500	\$74,500	\$74,500	\$74,500	\$74,500	\$74,500	\$74,500	\$74,500	\$750,600
Employee spending sales tax	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$135,000
Residents property tax	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$24,500	\$245,000
State shared sales tax	\$30,000	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400	\$249,600
State shared income tax	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100	\$41,000
State shared vlt	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200	\$22,000
State shared hurf	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$58,000
Secondary impact from INDIRECT & INDUCED employees	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$13,600	\$136,000
Employee spending sales tax	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$40,000
Residents property tax	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$57,000
State shared direct sales tax	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,000
State shared income tax	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$19,000
State shared vlt	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$5,000
State shared hurf	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$13,000
Secondary impact from operations employees	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$95,400	\$954,000
Employee spending sales tax	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$175,000
Residents property tax	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$30,200	\$302,000
State shared direct sales tax	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$31,900	\$319,000
State shared income tax	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$60,000
State shared vlt	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$27,000
State shared hurf	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$71,000
Total Impact from operations	\$265,350	\$265,350	\$265,350	\$265,350	\$265,350	\$265,450	\$265,450	\$265,450	\$268,350	\$268,350	\$2,659,800
TOTAL CITY FISCAL IMPACT	\$329,150	\$265,350	\$265,350	\$265,350	\$265,350	\$265,450	\$265,450	\$265,450	\$268,350	\$268,350	\$2,723,600
Additional Impact on School Districts	\$64,300	\$49,400	\$49,400	\$49,400	\$49,400	\$49,400	\$49,400	\$49,400	\$55,300	\$55,300	\$520,700

NOTES:
All figures are intended only as a general guideline as to how the City could be impacted by the project(s).
The above figures are based on the current economic structure and tax rates of the City.

GPLET Payments

The proposed fast-food restaurant may qualify for favorable tax treatment in the form of an eight-year abatement of the Government Property Lease Excise Tax (GPLET) after deeding title to the property and improvements to the City of Yuma and entering into a government property lease with the City. The following table outlines the projected value of these GPLET payments by jurisdiction if the abatement is not awarded. An eight-year abatement would cost the city approximately \$2,900 each year in foregone GPLET payments (or a total of \$23,200 over the eight-year period).

Beyond the eight-year abatement period, taxes would revert back to taxes based on the net assessed value each year from the site. Not including inflation and using current property tax rates, the figures in the table also represent what would be collected by jurisdiction in years 9 and 10 after the abatement.

Yuma Fast-Food Restaurant Estimated Property Taxes (2024 Dollars)		
Taxing Authority	Rate / \$100	Projected Annual Tax
City of Yuma	2.1321	\$2,900
City of Yuma School Districts	4.3054	\$5,900
Arizona Western College	2.3458	\$3,200
Southwest Technical Education	0.0500	\$100
Yuma County	2.4206	\$3,300
Yuma County Hospital District	0.1219	\$200
Fire District Assistance Tax	0.0042	\$10
Yuma County Library Fund	0.8815	\$1,200
Flood Control District	0.2487	\$300
Total	12.5102	\$17,110

Source: Yuma County Assessor, City of Yuma, EDPCo.

Summary

The proposed fast-food restaurant will create annual economic and fiscal benefits for the City of Yuma. The economic benefits include local jobs and the ripple effect of these jobs throughout the economy. Indeed, the operations generate nearly \$13.1 million in economic activity each year in Yuma.

In terms of fiscal benefit, the site will generate more than \$8.5 million in revenues during construction and operations over the 10-year period. This includes about \$3.9 million for the State of Arizona, \$1.3 million for Yuma County and its special districts, \$2.7 million for the City of Yuma and approximately \$520,700 for local school districts.

Based on the above analysis, the economic and fiscal benefits derived from the proposed fast-food restaurant will exceed the incentives being offered by the City.



Yuma Fast-Food Restaurant Summary			
Economic Impact Summary			
Construction (total over ten years)			
	Jobs	Wages	Economic Output
Direct	24	\$1,209,000	\$2,700,000
Indirect	2	\$139,000	\$443,000
Induced	4	\$225,000	\$754,000
Total	30	\$1,573,000	\$3,897,000
Operations (annual at buildout)			
	Jobs	Wages	Economic Output
Direct	100	\$2,720,000	\$8,754,688
Indirect	13	\$731,000	\$2,445,000
Induced	11	\$575,000	\$1,926,000
Total	124	\$4,026,000	\$13,125,688
Fiscal Impact (Total over ten years)			
	Construction / FF&E	Operations	Total
State	\$170,700	\$3,752,000	\$3,922,700
County	\$37,300	\$1,282,400	\$1,319,700
City	\$63,800	\$2,659,800	\$2,723,600
Local school districts	--	\$520,700	\$520,700
Total	\$271,800	\$7,694,200	\$8,486,700
<small> 1/ Figures at stabilized operating levels Sources: Elliott D. Pollack & Co., ACA </small>			



ORDINANCE NO. O2025-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE ACCEPTANCE OF TITLE TO CERTAIN REAL PROPERTY AND IMPROVEMENTS, THE EXECUTION OF A GOVERNMENT PROPERTY LAND AND IMPROVEMENTS LEASE FOR A TERM OF EIGHT YEARS WITH SPENCRAZI, L.L.C. AS THE PRIME LESSEE, THE RECONVEYANCE OF TITLE TO THE REAL PROPERTY AND IMPROVEMENTS AT THE CONCLUSION OF THE DESCRIBED LEASE, AND APPROVING THE ABATEMENT OF THE GOVERNMENT PROPERTY LEASE EXCISE TAX DURING THE TERM OF THE EIGHT YEAR LEASE

WHEREAS, pursuant to the Yuma City Charter, Article III, Section 2, the City of Yuma (City) is authorized to acquire, lease and dispose of real property; and,

WHEREAS, on January 23, 2023, the City and The Spencer Companies, d/b/a Hardknocks, LLLP, an Arizona limited liability limited partnership entered into a Real Property Sale, Option and Development Agreement (Agreement), approved by City Council Resolution R2022-054 and recorded as Yuma County Recorder's Fee #2023-01843; and,

WHEREAS, pursuant to the terms of the Agreement and that certain Memorandum of Assignment dated January 25, 2023, recorded as Yuma County Recorder's Fee #2023-01813, the Agreement was assigned by Hardknocks, LLLP to Spencrazi, L.L.C., an Arizona limited liability company; and,

WHEREAS, the Agreement describes the purchase of surplus City property for redevelopment at the southwest corner of 16th Street and 4th Avenue (Redevelopment Project), including conveyance of one or both of Parcel A and Parcel B of the Center Point Commons Lot Tie/Lot Split (recorded as Yuma County Recorder's Fee #2023-09941), back to the City and the establishment of an eight-year government property lease with abatement of the government property lease excise tax (GPLET) on either or both parcels; and,

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 42-6209, the Yuma City Council by Resolution R2004-01 and Resolution No. R2013-04 has designated a single Central Business District of the City of Yuma, Arizona; and,

WHEREAS, pursuant to A.R.S. § 36-1471 *et seq.*, the Yuma City Council by Resolution No. R2012-03 has made a finding of necessity, declaring the Yuma North End-16th Street and 4th Avenue Redevelopment Area a slum or blighted area, and directing City staff to prepare a redevelopment plan for the area; and,

WHEREAS, pursuant to A.R.S. § 36-1474, the Yuma City Council adopted Resolution No. R2013-10 approving the Yuma North End-16th Street & 4th Avenue Redevelopment Plan of 2013 (Redevelopment Plan); and,

WHEREAS, on September 16, 2020, the Yuma City Council adopted Resolution R2020-034 renewing the Redevelopment Plans, Central Business District and Slum and Blighted determinations; and,

WHEREAS, the Parcel A Redevelopment Project is located in the City's statutory redevelopment area and Central Business District and may qualify for favorable tax treatment, including abatement of the government property lease excise tax (GPLET) after deeding title to the property and improvements to the City of Yuma and entering into a government property land and improvements lease (lease) with the City as lessor and Spencrazi, L.L.C., as prime lessee; and,

WHEREAS, an analysis of the economic and fiscal benefits to the State of Arizona, Yuma County and the City of Yuma and the benefits to be received by Spencrazi, L.L.C. was prepared by Elliot D. Pollack & Company in a report titled, *Economic and Fiscal Impact of a Proposed Fast-Food Restaurant, Yuma, Arizona*, dated March 13, 2024, which shall remain on file with the City Clerk,

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

SECTION 1: The City Council finds that in accordance with the report titled, *Economic and Fiscal Impact of a Proposed Fast-Food Restaurant, Yuma, Arizona*, dated March 13, 2024:

- a. The Parcel A Redevelopment Project will generate more than \$8.5 million in revenues during construction and operations over a ten-year period including approximately \$3.9 million for the State of Arizona; \$1.3 million for Yuma County; \$2.7 million for the City of Yuma and approximately \$520,700 for the school districts.
- b. The Parcel A Redevelopment Project will have an annual economic impact of approximately \$13.1 million (\$2.7 million in direct wages for 100 full and parttime jobs).
- c. Abatement of the government property lease excise tax on the Parcel B Redevelopment Project will total approximately \$136,880 (\$23,200 abatement of City property taxes) over the eight-year term of the proposed lease.

SECTION 2: The City Council finds that the report titled, *Economic and Fiscal Impact of a Proposed Fast Food Restaurant, Yuma, Arizona*, was prepared using methods and in a manner acceptable to the City Council, and that the economic and fiscal benefit to the State of Arizona, Yuma County and the City of Yuma will exceed the benefits to Sixteen & Four, LLC, as prime lessee under the proposed *Spencrazi, L.L.C., Parcel A, Land and Improvements Lease*.

SECTION 3: The City Council further finds that in accordance with a letter dated January 16, 2025 (on file with the City Clerk), each of the appropriate taxing entities was notified at least 60 days prior to the adoption of this Ordinance, of the City's intent to enter into the described government property land and improvements lease together with a copy of the *Economic and Fiscal Impact of a Proposed Fast Food Restaurant, Yuma, Arizona*, dated March 13, 2024, as required by statute.

SECTION 4: The City of Yuma shall accept title to the Parcel A, Center Point Commons Lot Tie/Lot Split (the Parcel A Redevelopment Project land and improvements at the southwest corner of 16th Street and 4th Avenue), and to lease the property and improvements to Spencrazi, L.L.C., as prime lessee for a term of eight years in accordance with the terms described in the *Spencrazi, L.L.C., Parcel A, Land and Improvements Lease* on file with the Yuma City Clerk and incorporated by reference.

SECTION 5: The City Administrator is authorized to execute the *Spencrazi, L.L.C., Parcel A, Land and Improvements Lease* in substantially the same form attached to the City Council Report accompanying this Ordinance and made a part of this Ordinance by reference, on behalf of the City.

SECTION 6: Abatement of the government property lease excise tax (GPLET) for the Parcel A Redevelopment Project is approved for the term of the lease.

SECTION 7: Title to the described land and improvements shall be re-conveyed by the City to the prime lessee at the termination or conclusion of the land and improvements lease.

Adopted this _____ day of March, 2025.

APPROVED:

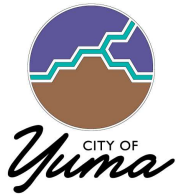
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: R2025-017

Agenda Date: 3/5/2025

Agenda #: 1.

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

TITLE:

Minor General Plan Amendment: 594 S. May Avenue

SUMMARY RECOMMENDATION:

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Medium Density Residential to High Density Residential, for the properties located at 594 S. May Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This General plan amendment furthers the City Council’s strategic outcome of Safe and Prosperous by providing an adequate mixture and balance of land uses.

REPORT:

This is a General Plan Amendment request by Dahl, Robins & Associates, Inc., on behalf of Yuma Investments Partners, LLC, to change the land use designation from Medium Density Residential to High Density Residential for approximately 1.84 acres located at 594 S. May Avenue. A map is attached to the proposed resolution.

The existing Medium Density Residential land use designation supports the following types of zoning: Medium Density Residential (R-2), Medium Density Single-Family Residential (R-2-5), Recreational Vehicle Subdivision (RVS), Manufactured Housing Subdivision (MHS), and Manufactured Housing Park (MHP) districts.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS), and Manufactured Housing Park (MHP) districts.

The applicant’s intent in changing the land use designation is to develop a multi-family residential development under the High Density Residential (R-3) zoning district through Yuma County. If successful with the General Plan amendment the applicant will request a Pre-annexation agreement with the City of Yuma in order to connect to additional utility services to support the proposed multi-family development. Annexation of the property is not possible at this time.

On February 10, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (5-0) of the General Plan amendment request to change the land use designation to High Density Residential.

Public Comments - Excerpt from Planning and Zoning Commission Minutes (02/10/25):

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT’S REPRESENTATIVE

None

PUBLIC COMMENT

None

“Motion by John Mahon, Planning and Zoning Commissioner, second by Ashlie Pendleton, Planning and Zoning Commissioner to APPROVE GP-43371-2024 as presented.”

“Motion carried unanimously, 5-0’

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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

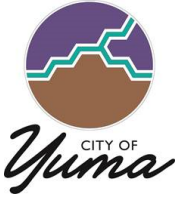
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 02/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 02/23/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING
CASE TYPE – GENERAL PLAN AMENDMENT
Case Planner: Guillermo Moreno-nunez**

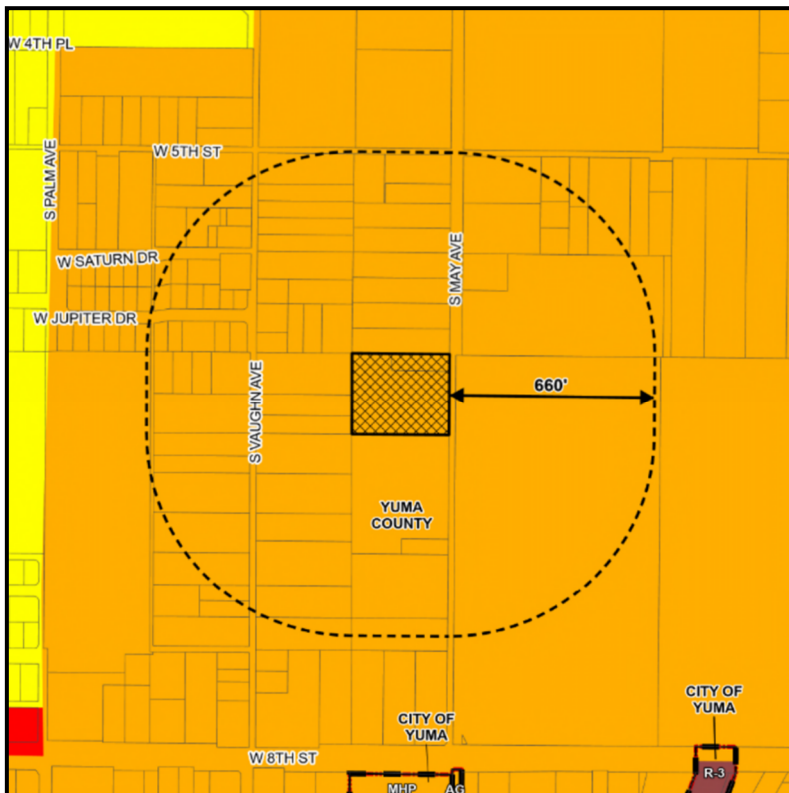
Hearing Date: February 10th, 2025

Case Number: GP-43371-2024

Project Description/Location: This is a General Plan Amendment request by Dahl, Robins & Associates, Inc., on behalf of Yuma Investments Partners, LLC., to change the land use designation from Medium Density Residential to High Density Residential for approximately 1.84 acres, for the properties located at 594 S. May Avenue, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	County - Recreational Vehicle Park (RVP)	Single Family Home and RV Storage	Medium Density Residential
North	County - Low Density Residential (R-1-20)	Single Family Homes	Medium Density Residential
South	County - Low Density Residential (R-1-20)	RV Park	Medium Density Residential
East	County - Medium Density Residential (R-2)	Farmland	Medium Density Residential
West	County - Manufactured Home Park (MHP) and Low Density Residential (R-1-20)	Single Family Homes and Vacant Land	Medium Density Residential

Location Map



- LOCATION OF SUBJECT PROPERTY
- NOTIFICATION AREA

GENERAL PLAN - LAND USE

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial

ZONING DISTRICTS

- AG - Agricultural District
- MHP - Manufactured Housing Park
- R-3 - High Density Residential

Prior site actions: None.

Staff Recommendation: Staff recommends the Planning and Zoning Commission **APPROVE** the request to change the land use designation for 1.84 acres from Medium Density Residential to High Density Residential.

Suggested Motion: Move to **APPROVE** the request to change the land use designation for 1.84 acres from Medium Density Residential to High Density Residential located at 594 S. May Avenue.

Staff Analysis: This is a General Plan Amendment request by Dahl, Robins & Associates, Inc., on behalf of Yuma Investments Partners, LLC, to change the land and use designation from Medium Density Residential to High Density Residential for approximately 1.84 acres, for the properties located at 594 S. May Avenue.

The existing Medium Density Residential land use designation supports the following types of zoning: Medium Density Residential (R-2), Medium Density Single-Family Residential (R-2-5), Recreational Vehicle Subdivision (RVS), Manufactured Housing Subdivision (MHS), and Manufactured Housing Park (MHP) districts.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS), and Manufactured Housing Park (MHP) districts.

The applicant's intent in changing the land use designation is to develop a multi-family residential development under the High Density Residential (R-3) zoning district through Yuma County. If successful with the General Plan amendment the applicant will be requesting a Pre-annexation agreement with the City of Yuma in order to connect to additional utility services to support the proposed multi-family development. Annexation of the property is not possible at this time.

Density

The current land use designation of Medium Density Residential would allow from 9 to 24 dwelling units to be constructed on the subject 1.84 acres.

The proposed High Density Residential land use designation would allow from 24 to 55 dwelling units to be constructed in a multi-family residential development.

Population

Information from the 2018-2022 American Community Survey provides data on population by housing unit type. The information results in an average household size for multi-family homes of 1.9 persons per dwelling in the City of Yuma. Comparing the densities allowed within the General Plan, the potential persons expected are:

- Medium Density Residential:
 - Minimum 9 homes – Expected population: 17
 - Maximum 24 homes – Expected population: 46
- High Density Residential:
 - Minimum 24 homes – Expected population: 46
 - Maximum 55 homes – Expected population: 105

The 2020 Census identified that 20% of the population within the City of Yuma was between 5 and 17 years of age. Therefore, the expected school-age population is estimated at:

- Medium Density Residential:
Minimum expected population: 17 – School Age: 3
Maximum expected population: 46 – School Age: 9

- High Density Residential:
Minimum expected population: 46 – School Age: 9
Maximum expected population: 105 – School Age: 21

Transportation

This property is located northwest of the 8th Street and May Avenue intersection. Roadways to and from the site are existing and fully developed. The property can be accessed from May Avenue, a local street, with connections to 8th Street, a 4-lane minor arterial road to the south and 5th Street, a local street to the north. There is a proposed bike route along May Avenue and a proposed bike lane along 8th Street. Purple Route 6A is the nearest bus stop to the subject property, located on the corner of 8th Street and May Avenue.

Currently, access to the property is through a single entrance and it may be a concern once the property is developed as a multi-family residential development. According to the City of Yuma Transportation Master Plan, 8th Street operates at a Level of Service (LOS) of C or above, meaning that there are stable conditions with movements somewhat restricted due to higher volumes but not objectionable to motorists. The Yuma Metropolitan Planning Organization identifies average annual daily traffic counts for 2023 as 9,400 vehicles on 8th Street between May Avenue and Clifford Avenue. 8th Street is currently a 4-lane roadway and is identified in the Transportation Master Plan as a minor arterial.

Housing

The Housing Element of the City of Yuma 2022 General Plan addresses the need to provide safe, decent, sanitary, and affordable housing for all residents. Objective 1.3 encourages providing a variety of housing types:

Objective 1.3: Encourage a variety of housing types to meet all socioeconomic segments of the population, considering both full time and seasonal residents.

An Action Item of the Housing Element is to consider rezoning land for higher density residential development to promote additional rental and lower cost ownership options.

The requested land use designation change will increase the maximum number of dwelling units allowed per acre.

Public Services

It is a requirement of State Statute for a General Plan to identify public schools and other public buildings. The City of Yuma General Plan Public Services Element identifies the location of public/charter schools within the three school districts in the General Plan area. The request is located within the district boundaries of the Crane School District and the Yuma Union High School District.

According to the Crane School District Boundary Map, the elementary students in the subject area are within the boundary of Salida del Sol School located at 910 S. Avenue

C, and Junior high school students are within the boundary of Centennial Middle School at 2650 W. 20th Street.

According to the Yuma Union High School District, the high school students are within the boundary of Yuma High School located at 400 S. 6th Avenue.

1. Does the proposed amendment impact any elements of the General Plan?

No The elements of the General Plan will not be impacted by the proposed amendment.

Transportation Element:

FACILITY PLANS		
Transportation Master Plan	Planned	Existing
May Avenue- Local Street	29 FT HW	20 FT HW
5 th Street- Local Street	29 FT HW	10 FT HW
8 th Street-4 Lane Minor Arterial	50 FT HW	33 FT HW
Median Disclosure	Required	

2. Does the proposed amendment impact any of the facility plans?

No The change in land use will not significantly impact any of the facility plans.

3. Is the proposed amendment in conflict with Council’s prior actions?

No No prior Council actions have occurred for this site.

Scheduled Public Hearings:

- City of Yuma Planning and Zoning Commission: February 10, 2025
- City of Yuma City Council: March 5, 2025

Final staff report delivered to applicant on:

- Applicant agreed with staff’s recommendation:
- Applicant did not agree with staff’s recommendation:
- If the Planner is unable to make contact with the applicant – Staff emailed applicant on 1/27/2025, asking if in agreement with recommendation, however no response was received.

Public Comments Received: None Received
Agency Comments: See Attachment A
Neighborhood Meeting Comments: See Attachment C

Attachments

A	B	C	D	E
Agency Comments	Staff Worksheet	Neighborhood Meeting Comments	Neighbor Notification List	Aerial Photo

Prepared By: Guillermo Moreno-nunez **Date:** 01/21/2025
 Guillermo Moreno-nunez
 Associate Planner (928) 373-5000, x3038
 Guillermo.Moreno-nunez@YumaAZ.gov

Reviewed By: Jennifer L. Albers **Date:** 1/21/25

Jennifer L. Albers,
Assistant Director of Planning

Approved By: Alyssa Linville

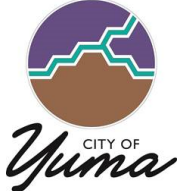
Date: 01/27/2025

Alyssa Linville,
Director, Planning and Neighborhood Services

**ATTACHMENT A
AGENCY COMMENTS**

DATE:	11/18/2024	NAME:	Santos Guerrero	TITLE:	Deputy Director
AGENCY:	Yuma County Public Works			PHONE:	(928)341-2500
<i>Enter comments below:</i>					
Will there be any improvements required to the existing May Ave roadway?					

**ATTACHMENT B
STAFF WORKSHEET**

	<p>Staff Research – General Plan Amendment</p> <p>CASE #: GP-43371-2024</p> <p>CASE PLANNER: GUILLERMO MORENO-NUNEZ</p>
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I. PROJECT DATA

Project Location:		594 S. May Avenue						
Parcel Number(s):		632-58-128 & 632-58-129						
Parcel Size(s):		.23 acres and 1.6 acres						
Total Acreage:		1.84						
Proposed Dwelling Units:		Maximum:	55	Minimum:	24			
Address:		594 S. May Avenue						
Applicant:		Dahl Robins and Associates, Inc.						
Applicant's Agent:		Christopher Robins - Dahl, Robins and Associates, Inc.						
Land Use Conformity Matrix:		Current Zoning District Conforms:				Yes	No	X
Zoning Overlay:	Public	AO	Auto	B&B	Historic	Infill	None	X

	Airport	Noise Contours	65-70	70-75	75+	APZ1	APZ2	CLEAR ZONE
	Existing Zoning			Current Use		General Plan Designation		
Site	County Recreational Vehicle Park (RVP)			Single Family Home and RV Storage		Medium Density Residential		
North	County Low Density Residential (R-1-20)			Single Family Homes		Medium Density Residential		
South	County Low Density Residential (R-1-20)			RV Park		Medium Density Residential		
East	County Medium Density Residential (R-2)			Farmland		Medium Density Residential		
West	County Manufactured Home Park (MHP) and Low Density Residential (R-1-20)			Single Family Homes and Vacant Land		Medium Density Residential		

Prior Cases or Related Actions:				
Type	Conforms		Cases, Actions or Agreements	
Pre-Annexation Agreement	Yes	No	N/A	
Annexation	Yes	No	N/A	
General Plan Amendment	Yes	No	N/A	
Development Agreement	Yes	No	N/A	
Rezone	Yes	No	N/A	
Subdivision	Yes	No	N/A	
Conditional Use Permit	Yes	No	N/A	
Pre-Development Meeting	Yes	X	No	Date: 10/17/2024, PDM-43332-2024
Enforcement Actions	Yes	No	N/A	

Land Division Status:	Legal lot of record
Irrigation District:	Yuma County Water Users
Adjacent Irrigation Canals & Drains:	None
Water Conversion: (5.83 ac ft/acre)	10.72 Acre Feet a Year

Water Conversion Agreement Required	Yes	X	No		
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II. CITY OF YUMA GENERAL PLAN

Land Use Element:

Land Use Designation:	Medium Density Residential					
Issues:	None					
Historic District:	Brinley Avenue		Century Heights		Main Street	None X
Historic Buildings on Site:	Yes		No	X		

Transportation Element:

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
May Avenue- Local Street	29 FT HW	20 FT HW				
5 th Street- Local Street	29 FT HW	10 FT HW				
8 th Street- 4 Lane Minor Arterial	50 FT HW	33FT HW		X		X
Bicycle Facilities Master Plan	May Avenue and 5 th Street- Proposed bike route and 8 th Street- Proposed bike lane					
YCAT Transit System	8 th Street at May Avenue- Purple Route 6A					
Issues:	N/A					

Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan		
Neighborhood Park:	Existing: Kiwanis Park	Future: Kiwanis Park
Community Park:	Existing: Joe Henry Memorial Park	Future: Joe Henry Memorial Park
Linear Park:	Existing: East Main Canal Linear Park	Future: Thacker Lateral
Issues:	N/A	

Housing Element:

Special Need Household:	N/A
Issues:	

Redevelopment Element:

Planned Redevelopment Area:	N/A					
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X
Conforms:	Yes		No			

Conservation, Energy & Environmental Element:

Impact on Air or Water Resources	Yes		No	X	
Renewable Energy Source	Yes		No	X	
Issues:					

Public Services Element:

Population Impacts Population projection per 2018-2022 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan: Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person	Dwellings & Type		Projected	Police	Water		Wastewater
	<i>Multi-Family</i>		Population	Impact	Consumption		Generation
	Maximum	Per Unit		Officers	GPD	AF	GPD
	55	1.9	105	0.20	21,632	24.2	7,315
	Minimum						
24	1.9	46	0.09	9,439	10.6	3,192	
Fire Facilities Plan:	Existing: Fire Station No. 4			Future: Fire Station No. 10			
Water Facility Plan:	Source:	City	X	Private	Connection:	10" PVC on S. May Avenue	
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: 8" PVC on S. May Avenue	
Issues:							

Safety Element:

Flood Plain Designation:	500 Year Flood	Liquefaction Hazard Area:	Yes	X	No		
Issues:							
Growth Area Element:							
Growth Area:	Araby Rd & Interstate 8	Arizona Ave & 16 th St	Avenue B & 32 nd St.				
	North End	Pacific Ave & 8 th St	Estancia	None	X		
Issues:							

NOTIFICATION

- Legal Ad Published: The Sun 1/13/25
- Display Ad Published: 1/13/25
- 660' Vicinity Mailing: 11/19/24
- 54 Commenting/Reviewing Agencies noticed: 11/12/24
- Site Posted: 12/4/24
- Neighborhood Meeting: 12/13/24
- Hearing Dates: 2/10/25 & 3/5/25
- Comments Due: 1/11/25

External List	Response Received	Date Received	"No Comment"	Written Comments
Yuma Metropolitan Planning Organization	NR			
<small>(ARS)</small>				
Yuma County Engineering	NR			
Yuma County Flood Control District	NR			
Yuma County Planning & Zoning <small>(ARS)</small>	Yes	11/20/2024	X	
Yuma County Public Works	Yes	11/18/2024		X
Yuma County Airport Authority	NR			
Yuma County Chamber of Commerce	NR			
Yuma County Assessor	NR			
Greater Yuma Econ. Development Corp.	NR			
Yuma County School Superintendent	NR			
YUHS District #70 <small>(ARS)</small>	NR			
Yuma Elementary School District #1 <small>(ARS)</small>	NR			
Crane School District #13 <small>(ARS)</small>	NR			
City of San Luis <small>(ARS)</small>	NR			
City of Somerton <small>(ARS)</small>	NR			
Imperial County, California <small>(ARS)</small>	NR			
Qwest Communications <small>(ARS)</small>	NR			
Arizona Public Service <small>(ARS)</small>	NR			
Time Warner Cable <small>(ARS)</small>	NR			
Southwest Gas <small>(ARS)</small>	NR			
Arizona Department of Transportation	NR			
Arizona Game & Fish Dept.	NR			
Arizona Department of Commerce <small>(ARS)</small>	NR			
Arizona State Attorney General <small>(ARS)</small>	NR			
Arizona Dept. of Water Resources <small>(ARS)</small>	NR			
Arizona State Land Department <small>(ARS)</small>	NR			
MCAS / C P & L Office <small>(ARS)</small>	Yes	11/13/2024	X	
Bureau of Land Management <small>(ARS)</small>	NR			
US Border Patrol	NR			
US Postal Service	NR			
Quechan Tribal Office	Yes	11/14/2024	X	
Cocopah Indian Tribe	NR			
Yuma County Water Users' Association	Yes	11/13/2024	X	
Yuma Irrigation District	NR			

Yuma Mesa Irrigation Drainage District	NR			
Unit B Irrigation District	NR			
Yuma County Association of Realtor's	NR			
Yuma County Contractor's Association	NR			
AZ Society of Military Engineers (ASME)	NR			
AZ Society of Civil Engineers (ASCE)	NR			
AZ Society of Professional Engineers (ASPE)	NR			
El Paso Natural Gas Co.	NR			
Western Area Power Administration	Yes	11/12/2024	X	

<i>City of Yuma Internal List</i>	<i>Response Received</i>	<i>Date Received</i>	<i>"No Comment"</i>	<i>Written Comments</i>
Thomas Garrity, Police	NR			
Rod Hamilton, Police	NR			
Eric Urfer, Parks and Rec	NR			
David Wostenberg, City Engineer	NR			
Jerry Anaya, Traffic Engineer	NR			
Andrew McGarvie, Engineering	NR			
Kayla Franklin, Fire – Prevention	Yes	11/13/2024	X	
Randall Crist, Building Safety	NR			
Jeremy McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

<i>Neighborhood Meeting</i>	<i>Comments Available</i>
12/13/2024	See Attachment C
Prop. 207 Waiver	
Received by Owner's signature on the application for this land use action request.	

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

Date Held: December 13, 2024

Location: 594 S. May Avenue

Attendees: Guillermo Moreno-nunez, Staff

Christopher Robins, Agent

Alfredo Dinunzio, Owner

Robert Hutcheson, Neighbor

SUMMARY OF ATTENDEE'S COMMENTS RELATED TO THE PROJECT:

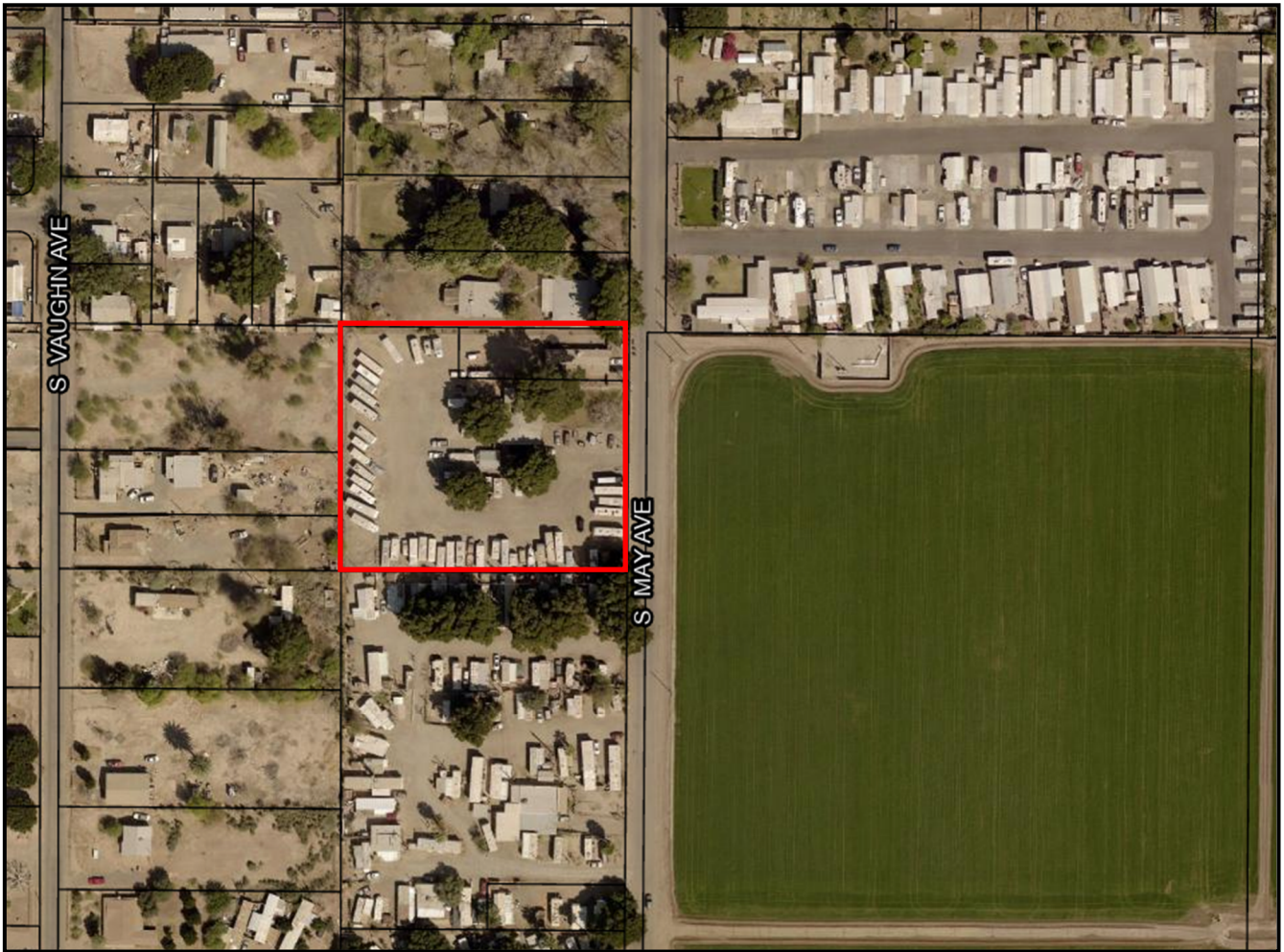
- HUTCHESON: ASKED ABOUT TRAFFIC IMPACT WITH THE PROPOSED PROJECT, ASKED IF A TRAFFIC STUDY WAS GOING TO BE COMPLETED.
- ROBINS: EXPLAINED THE FUTURE PROJECT AND TIMEFRAMES, AND A TRAFFIC STUDY AND ANALYSIS.
- HUTCHESON: MENTIONED HE IS NOT OPPOSED TO THE PROPOSAL BUT JUST CONCERNED WITH NEW TRAFFIC COMING IN.

**ATTACHMENT D
NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City/State/Zip Code		
ACUNA FERNANDO & ROSIE A JT	3437 W JUPITER DR	YUMA	AZ	85364
ALEMAN OLGA	1397 W 1ST STREET	YUMA	AZ	85364
ALIA RENZO GRAE & DENNICE MARIE ALIA	624 S VAUGHN AVE	YUMA	AZ	85364
ANAYA CRISTIAN	553 S VAUGHN AVE	YUMA	AZ	85364
ANDRADE JACINTO PACHECO	507 S VAUGHN AVE	YUMA	AZ	85364
ARZOLA JULIAN & MARIA ESTRADA CPWROS	215 S 15TH AVE SPC 1	YUMA	AZ	85364
AVILA JESUS AND MARIA AND	3605 W 8TH ST	YUMA	AZ	85364
BARAJAS FROYLAN & MARIA R	544 S VAUGHN AVE	YUMA	AZ	85364
BRAVO MARIA G MORALES	665 S 19TH AVE	YUMA	AZ	85364
BUCKEYES TRAILS LLC	10100 TWIN RIVERS RD, APT 451	COLUMBIA	MD	21044
BUSTAMANTE MARY	693 S VAUGHN AVE	YUMA	AZ	85364
CANIZALES JOSE J	3485 W JUPITER DR	YUMA	AZ	85364
CASTILLO CLAUDIO & CHAVIRA FRANCISCO	557 S VAUGHN AVE PO BOX 5923	YUMA	AZ	85366
COOPER GRACE LORA	1651 S NAPLES AVE	YUMA	AZ	85364
CORONA SANTIAGO CASTILLO	534 S MAY AVE	YUMA	AZ	85364
COZART WAYNE & BESSIE	3436 SATURN DR	YUMA	AZ	85364
COZART WAYNE & BESSIE	3436 SATURN DR	YUMA	AZ	85364
COZART WAYNE & BESSIE JT	3436 SATURN DR	YUMA	AZ	85364
CUELLAR FELIX & REYNALDA JT	9875 S AVENUE 9 E	YUMA	AZ	85365
CURIEL JOSE M & NANCY E JT	3469 W JUPITER DR	YUMA	AZ	85364
CURIEL SILVESTRE	3436 W JUPITER DR	YUMA	AZ	85364
CURIEL SILVESTRE	3436 W JUPITER DR	YUMA	AZ	85364
DUONG AN DUY	616 S VAUGHN AVE	YUMA	AZ	85364
DWR INVESTMENTS LLC	3266 S PINTO WAY	YUMA	AZ	85365
ERICKSON FAMILY TRUST 04-15-98	692 S VAUGHN AVE	YUMA	AZ	85364
ERICKSON FAMILY TRUST 04-15-98	692 S VAUGHN AVE	YUMA	AZ	85364
ESTRADA JOSEPH ANTHONY & JESSICA DAWN	3081 W 5TH ST	YUMA	AZ	85364
FCR PROPERTIES LLC	1996 W 13TH LN	YUMA	AZ	85364
FIGUEROA MARGARITO ZAZUETA	1079 S AVENUE B SPC 57	YUMA	AZ	85364
GODOY MARIA ISABEL	1031 W 34TH PL	YUMA	AZ	85365
GONZALEZ ADELAIDO R	517 S VAUGHN AVE	YUMA	AZ	85364
GONZALEZ REYNALDO & GUERRERO MOISES A BARCENAS	577 S VAUGHN AVE 600 S VAUGHN AVE	YUMA	AZ	85364
HAYNES INC AZ CORP	11483 E VIA SALIDA	YUMA	AZ	85367
HAYNES INC AZ CORP	11483 E VIA SALIDA	YUMA	AZ	85367
HUTCHESON ROBERT & MARY J JT	744 S MAY AVE	YUMA	AZ	85364
LARSON LOUIS A & MARVA J JT	758 GLOVER AVE	CHULA VISTA	CA	91910
LARSON PAUL	712 S VAUGHN AVE	YUMA	AZ	85364
LARSON PAUL W	2603 S 4TH AVE	YUMA	AZ	85364
LEYVA JOSE S	523 S VAUGHN AVE	YUMA	AZ	85364
LINDBERG PAUL	732 S VAUGHN AVE	YUMA	AZ	85364
LOPEZ BRAULIA L	514 S MAY AVE	YUMA	AZ	85364
MEDRANO DAGOBERTO & BEATRIZ JT	3103 W 5TH ST	YUMA	AZ	85364
MONZON ANTONIO & MARIA E JT	758 GLOVER AVE	CHULA VISTA	CA	91910
MONZON ANTONIO & MARIA JT	758 GLOVER AVE	CHULA VISTA	CA	91910
ORDORICA JUAN & MARIA L	PO BOX 6199	SAN LUIS	AZ	85349

OROZCO LUIS R & MARIA CYNTHIA OROZCO	PO BOX 1712	HOLLISTER	CA	95024
PEREZ JOCELYN	571 S VAUGHN AVE	YUMA	AZ	85364
PIEDRAS VERDES PROPERTIES CA LLC	424 MAGNOLIA AVE	INGLEWOOD	CA	90301
POLAND VALLEE B	1493 S 35TH DR	YUMA	AZ	85364
QUINTERO CESAR & GLORIA A	608 S VAUGHN AVE	YUMA	AZ	85364
RABAGO MARIO & MANUELA JT	3404 W JUPITER DR	YUMA	AZ	85364
REYES MARTIN & DELFINA JT	3483 W SATURN DR	YUMA	AZ	85364
RICHARDSON STEVEN W	3467 W SATURN DR	YUMA	AZ	85364
RICHARDSON STEVEN W	3467 W SATURN DR	YUMA	AZ	85364
RODRIGUEZ ISRAEL	533 S VAUGHN AVE	YUMA	AZ	85364
RODRIGUEZ MARIA	623 S VAUGHN AVE	YUMA	AZ	85364
RODRIGUEZ SERGIO AVILA	3285 E 32ND ST SP 23	YUMA	AZ	85365
SALAZAR RICARDO G	3484 W JUPITER DR	YUMA	AZ	85364
SALDANA ROBERTO	3420 W JUPITER DR	YUMA	AZ	85364
SAMANIEGO ESTEBAN & SOLEDAD CPWROS	575 S VAUGHN AVE	YUMA	AZ	85364
SANCHEZ MARGARITA	574 S MAY AVE	YUMA	AZ	85364
SANCHEZ MARIO A	564 S MAY AVE	YUMA	AZ	85364
SANCHEZ ROSITA DOLORES	PO BOX 2994	MESA	AZ	85214
SANDOVAL JOSE ALONSO & MARIA INES JT	3468 W JUPITER DR	YUMA	AZ	85364
SANDOVAL OBED	3105 W 5TH ST	YUMA	AZ	85364
SANDOVAL SALVADOR JR & CONCEPCION C JT	652 S VAUGHN AVE	YUMA	AZ	85364
SCHAAF DOUGLAS J & COSETTE M JT	554 S MAY AVE	YUMA	AZ	85364
SCHAAF DOUGLAS J & COSETTE M JT	554 S MAY AVE	YUMA	AZ	85364
SERRANO GLADIS	524 S MAY AVE	YUMA	AZ	85364
SOLORIO JOSE MIGUEL REYES	3405 W JUPITER DR	YUMA	AZ	85364
SPRING GARDEN MH LLC	PO BOX 1742	MINDEN	NV	89423
TAPIA JACKELYN PEREZ	573 S VAUGHN AVE	YUMA	AZ	85364
VALENCIA EVELYN	PO BOX 133	WINTERHAVEN	CA	92283
VALENCIA EVELYN	PO BOX 133	WINTERHAVEN	CA	92283
VAN HORN JR VICTOR L	3191 W 5TH ST	YUMA	AZ	85364
VENEGAS ANGELINE	323 S 45TH AVENUE	YUMA	AZ	85364
VIGIL RAFAEL CUEVAS	PO BOX 1652	SOMERTON	AZ	85350
VILLA RAYMOND JR	683 S VAUGHN AVE	YUMA	AZ	85364
YUMA INVESTMENTS PARTNERS LLC	PO BOX 131253	CARLSBAD	CA	92013
YUMA INVESTMENTS PARTNERS LLC	PO BOX 131253	CARLSBAD	CA	92013
ZAMORA MAXIMO R AND LETICIA TRUST 4- 1-09	513 S 16TH AVE	YUMA	AZ	85364
ZAMORA ROBERTO & MANUELA JT	3507 W JUPITER DR	YUMA	AZ	85364
ZENDEJAS CARMEN	3421 W JUPITER	YUMA	AZ	85364

ATTACHMENT E
AERIAL PHOTO



RESOLUTION NO. R2025-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING RESOLUTION R2022-011, THE CITY OF YUMA 2022 GENERAL PLAN, TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 1.84 ACRES AT 594 S. MAY AVENUE FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL

WHEREAS, the General Plan of the City of Yuma was adopted in 2022 by Resolution R2022-011 for the orderly and balanced development of lands through efficient and systematic land use planning; and,

WHEREAS, the General Plan provides a vision of development into the future based on existing development, the needs of the community, and the desires of property owners; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on February 10, 2025, for General Plan Amendment Case No. GP-43371-2024, regarding the request to amend the General Plan; and,

WHEREAS, due and proper notice of the public hearings were given in the time, form, substance and manner as provided by law, including publication of such notice in The Sun on January 13, 2025; and,

WHEREAS, as the community grows and prospers, it may be necessary to amend the General Plan to reflect development trends and opportunities; and,

WHEREAS, the proposed General Plan Amendment meets the goals and objectives of the General Plan and retains an adequate mixture and balance of land uses.

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

SECTION 1: Resolution R2022-011, the City of Yuma 2022 General Plan, is amended to change the land use designation of the real property depicted with crosshatching in Exhibit A, attached and by this reference made a part of this Resolution, from Medium Density Residential to High Density Residential.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

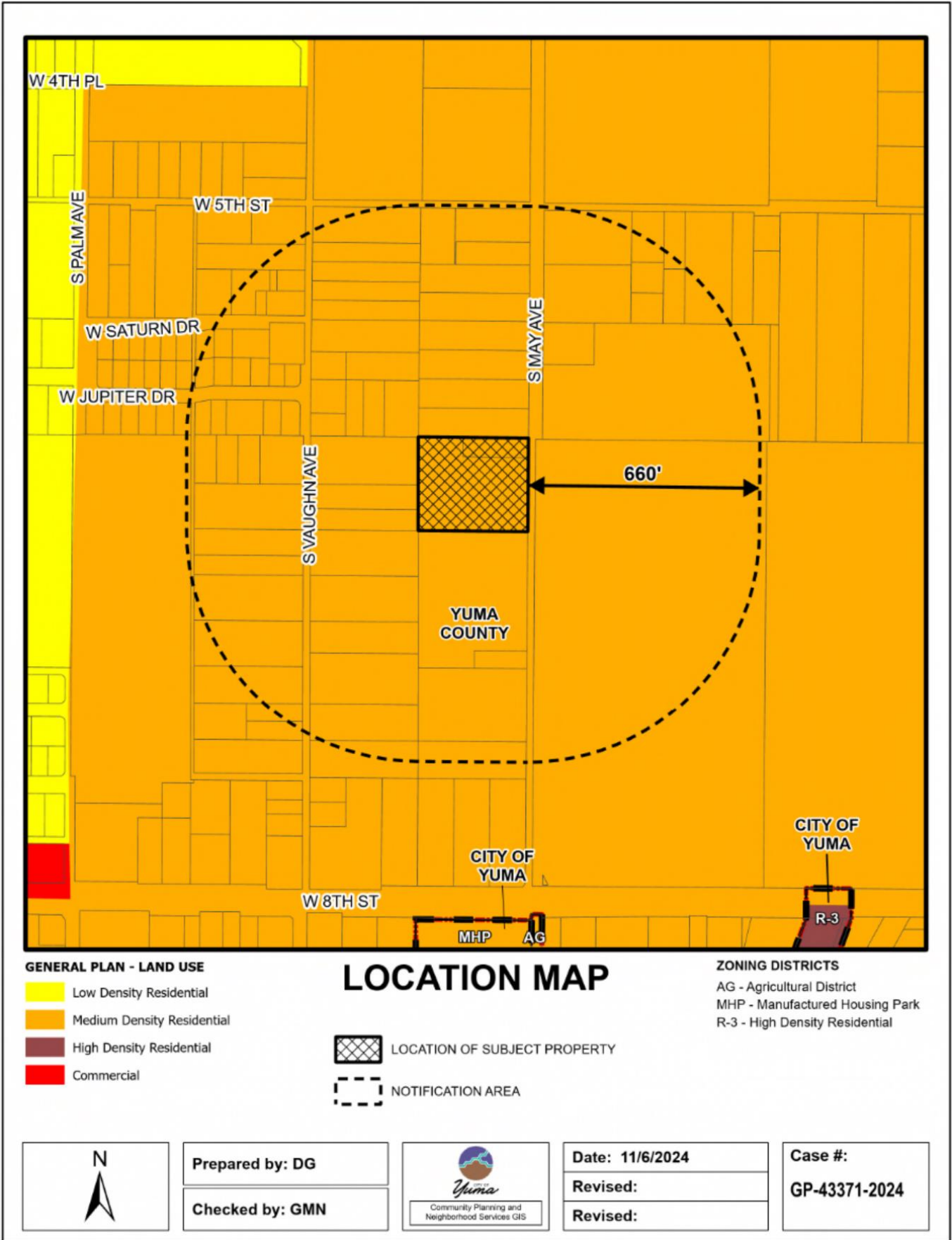
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



Prepared by: DG

Checked by: GMN



Date: 11/6/2024

Revised:

Revised:

Case #:

GP-43371-2024