



City of Yuma City Council Meeting REVISED Agenda

Wednesday, July 15, 2026

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

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

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

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

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

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

Final call for submission of Speaker Request Forms.

ROLL CALL**PRESENTATIONS**

- Presentation by Jacques Istel, Mayor of Felicity

I. MOTION CONSENT AGENDA

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

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

1. [MC 2026-127](#) **Regular Council Worksession Draft Minutes June 2, 2026**
Attachments: [2026 06 02 RWS Minutes](#)
2. [MC 2026-128](#) **Regular Council Worksession Draft Minutes June 16, 2026**
Attachments: [2026 06 16 RWS Minutes](#)

B. Executive Sessions

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

C. Approval of staff recommendations:

1. [MC 2026-122](#) **Liquor License: 4 Lokos by Sonora Grilling**
Approve a Series #12: Restaurant Liquor License application submitted by Juanita Alicia Esparza, agent for 4 Lokos by Sonora Grilling located at 3101 S. 4th Avenue. (LL26-05) (City Administration/ City Clerk) (Janet L. Pierson)
Attachments: [1. MAP Liquor License: 4 Lokos by Sonora Grilling](#)
2. [MC 2026-123](#) **Liquor License: J.T. Prime Steakhouse**
Approve a Series #12: Restaurant Liquor License application submitted by Alejandro Trujillo, agent for J.T. Prime Steakhouse located at 288 S. 5th Avenue. (LL26-06) (City Administration/City Clerk) (Janet L. Pierson)
Attachments: [1. MAP Liquor License: J.T. Prime Steakhouse](#)

3. [MC 2026-124](#) **Bid Award: Fire Hydrants and Accessories**
Authorize the purchase and delivery of Fire Hydrants and Accessories to the lowest responsive and responsible bidders for a total estimated annual expenditure of \$30,000.00 to Ferguson Waterworks of Phoenix, Arizona and Yuma Winnelson of Yuma, Arizona. (Utilities-RFB-26-308) (Jeremy McCall/ Robin R. Wilson)
4. [MC 2026-125](#) **Ratification: Avenue C and 20th Street**
Ratify and approve the Job Order Contract for utility services purchase order to Taylor Engineering, PLLC, Yuma, Arizona for the Emergency Sewer Repair Avenue C and 20th Street project in the amount of \$113,757.72. (Engineering RFQ-25-159) (David Wostenberg/Robin R. Wilson)
5. [MC 2026-126](#) **Ratification: Emergency Repair Avenue B and 23rd Street**
Ratify and approve the emergency waterline repair at Avenue B and 23rd Street under the Job Order Contract for Utility Infrastructure Services in the amount of \$281,460.25 to Taylor Engineering PLLC., Yuma, Arizona, (Engineering RFQ-25-159) (David Wostenberg/Robin R. Wilson)
6. [MC 2026-129](#) **Ratification: Renewal of City Insurance Coverage for Fiscal Year 2027**
Authorize binding of insurance coverage for Property, Public Liability (including Employee Benefits, Public Officials, Employment Practices, Liquor, Law Enforcement and Auto), Excess Liability, Crime/Dishonesty, Excess Workers Compensation, Cyber Liability, Automobile Damage, Drone, and Deadly Weapon and Crisis Response coverage for Fiscal Year (FY) 2027 for the total amount of \$2,186,866.79 to: Alliant Insurance Services, Inc., of Phoenix, Arizona (City Attorney-RFB-23-110) (Richard W. Files/Robin Wilson)

II. RESOLUTION CONSENT AGENDA

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

1. [R2026-034](#)

Intergovernmental Agreement: Yuma Union High School

District No. 70 - School Resource Officer

Authorize execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District No. 70 (District) for School Resource Officer (SRO) services that provides for the presence of SROs on District campuses. (Police/Patrol) (T. Garrity)

Attachments:

[1. RES IGA: YUHSD No. 70 SRO](#)

[2. AGMT IGA: YUHSD No. 70 SRO](#)

[3. SUPP IGA: YUHSD No. 70 SRO](#)

III. ADOPTION OF ORDINANCES CONSENT AGENDA

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

1. [O2026-021](#)

Compensation and Benefits for Presiding Municipal Judge

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

Attachments:

[1. ORD Compensation and Benefits for Presiding Municipal Judge](#)

2. [O2026-022](#)

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

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

Attachments:

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

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

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

IV. 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 July 2, 2026 through July 15, 2026. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

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

2. Scheduling:

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

V. 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.

VI. 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.

VII. EXECUTIVE SESSION

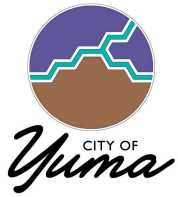
An Executive Session may be called during the public meeting for the purpose of receiving legal advice for items on this agenda pursuant to A.R.S. Section 38-431.03 A (1, 3, 4 and/or 7) and the following items:

A. Discussion, consultation with and/or instruction to legal counsel regarding potential tort causes of action. (A.R.S. §38-431.03 A3, A4)

Revised

ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Department, One City Plaza, Yuma, AZ 85364-1436; (928) 373-5125 or TTY (928) 373-5149.



City of Yuma

City Council Report

File #: MC 2026-127

Agenda Date: 7/15/2026

Agenda #: 1.

Regular Council Worksession Draft Minutes June 2, 2026

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
June 2, 2026
5:30 p.m.

CALL TO ORDER

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

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Engineering Manager, Jerry Anaya
Neighborhood Services Specialist, Kassandra Granados
Director of Community Development, Alyssa Linville
Chief of Police, Thomas Garrity
Finance Director, Douglas Allen
Various department heads or their representatives
City Attorney, Richard W. Files
City Clerk, Janet L. Pierson

I. GREATER YUMA PORT AUTHORITY

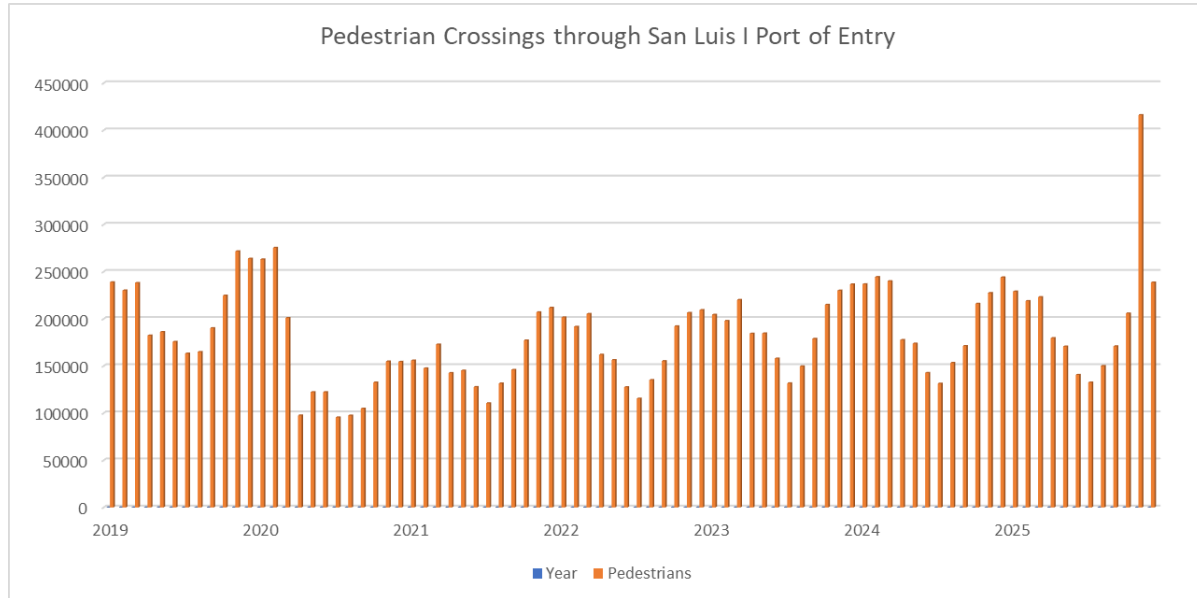
Buna George, Executive Director of the Greater Yuma Port Authority (GYPA), presented the following update of GYPA's activities:

- Overview and Mission
 - GYPA is a quasi-governmental nonprofit agency composed of four member entities: the City of San Luis, Yuma County, the City of Yuma, and the Cocopah Tribe.
 - Mission: The Greater Yuma Port Authority leads the planning, development, and advocacy of modern border infrastructure, promoting strategic investment and collaboration to strengthen security, economic growth, and binational connectivity.
- San Luis Port Data
 - 2025 Crossing Statistics
 - 3,595,788 private vehicles
 - 2,475,760 pedestrians
 - 46,135 commercial vehicles
 - \$4.1 billion commercial trade volume
 - 72% of total trade volume were agriculture-based goods

Measure	Port Name	2019	2020	2021	2022	2023	2024	2025
Pedestrians	San Luis	2,529,641	1,821,114	1,875,567	2,058,032	2,290,808	2,358,433	2,475,760
Personal Vehicl..	San Luis	2,833,221	2,234,946	2,811,104	3,378,455	3,282,795	3,390,657	3,595,788
Trucks	San Luis	36,885	41,153	49,198	48,883	47,188	44,246	46,135

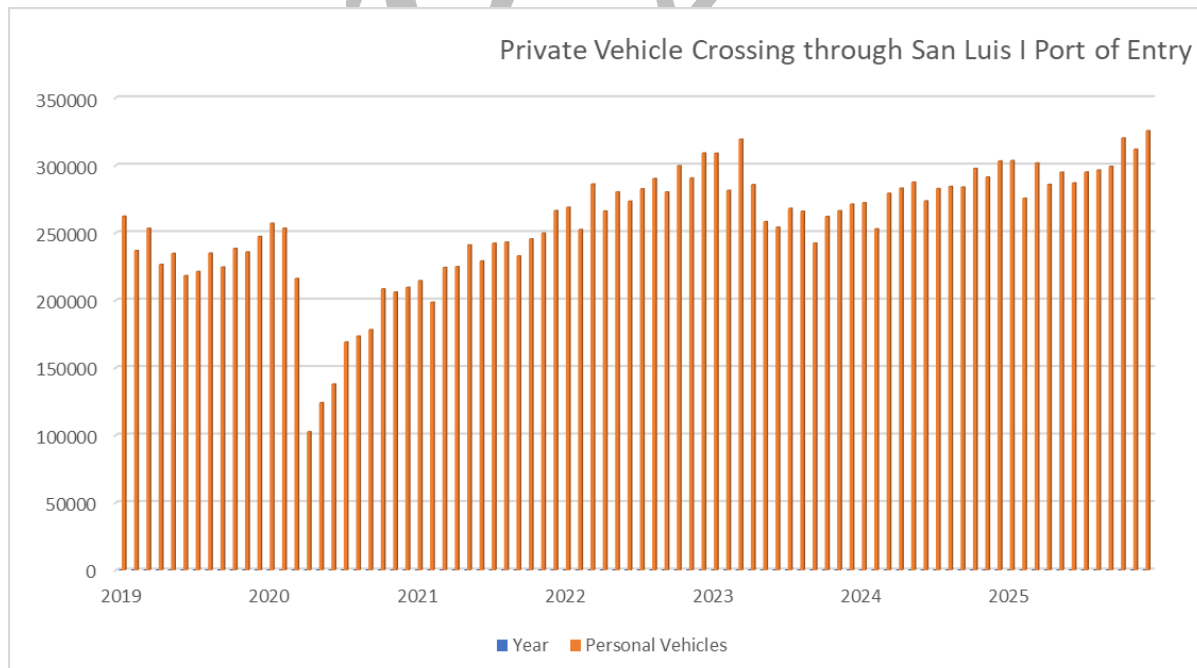
○ Pedestrians

- The increase in port crossings in November 2025 was influenced not only by holiday shopping and a favorable exchange rate, but also by port remodeling that reduced vehicle lanes and encouraged more people to cross on foot.

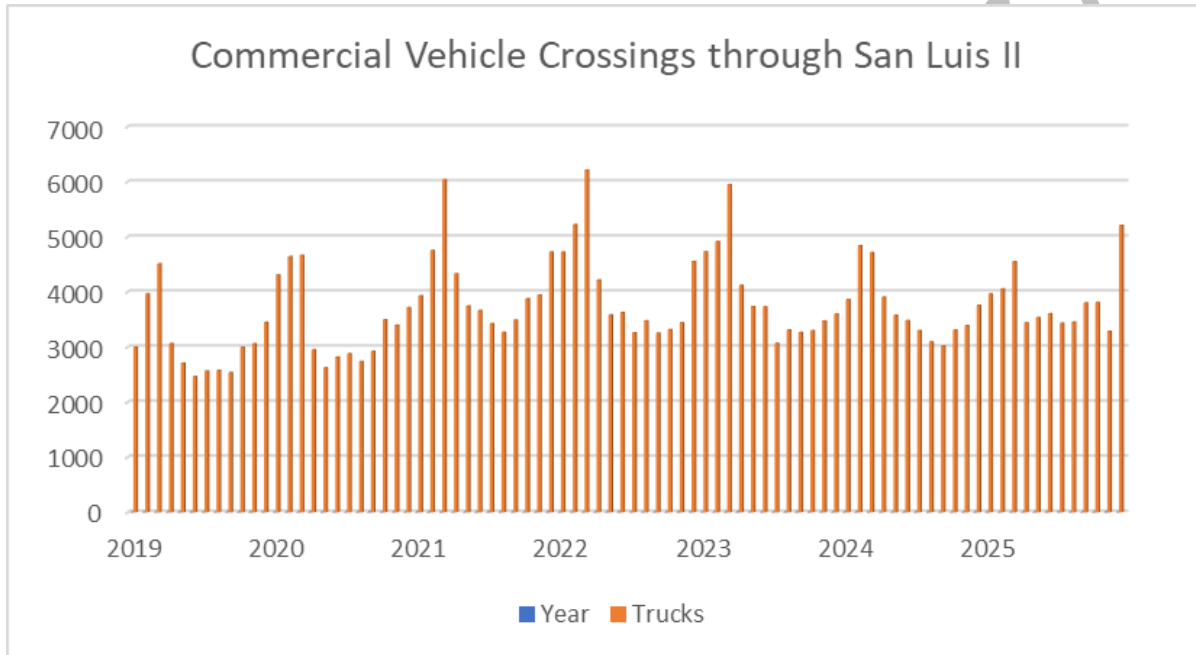


○ Private Vehicles

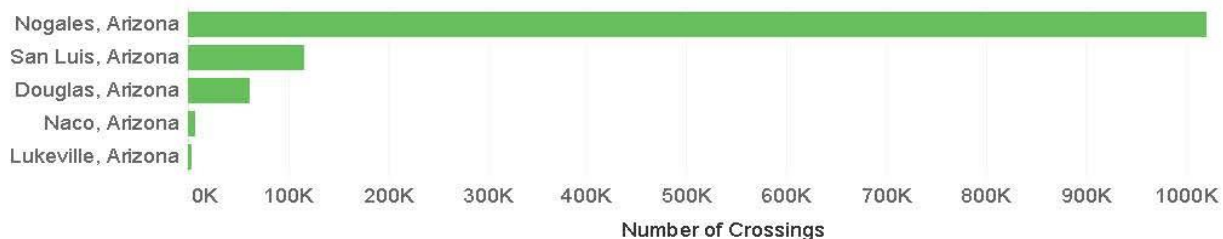
- Although the port has expanded to 16 lanes, staffing levels do not support operating all lanes at once. Instead, port officials adjust lane availability throughout the day based on traffic demand, which has generally reduced wait times, though some delays remain inevitable given the security and travel functions of the port.



- Commercial Vehicles
 - Commercial vehicle crossings totaled just over 46,000 and are closely tied to manufacturing activity in Mexico, since the data reflects northbound goods movement.
 - Recent closures, including a La-Z-Boy facility affecting more than 300 jobs in Mexico, highlight how changes in consumer preferences – such as reduced demand for traditional recliners and shifting furniture-buying habits – can impact cross-border industry and trade volumes.



- 2025 Port Ranking



- Cross-Border Trade and Economic Development
 - Efficient trade depends on balancing industry needs for timely movement of goods with the enforcement responsibilities of agencies such as Customs and Border Protection and U.S. Department of Agriculture.
 - Reducing congestion and improving time-to-market are key goals of infrastructure investments, including State Route 195 and related transportation improvements.
 - Collaboration with regional economic development partners supports industry outreach and business attraction efforts in Mexico.
 - Arizona's advantages over neighboring states, including California, Texas, and New Mexico, are promoted through factors such as lower real estate costs, labor costs, and strategic location.

- Partnerships with the Arizona Department of Transportation (ADOT) and the Arizona Commerce Authority have led to the development of the "Arizona Advantage" webinar series to highlight the state's strengths for industry and trade.
- Attracting industry growth is expected to drive future increases in commercial traffic and cross-border economic activity.
- Continued branding and promotion efforts focus on positioning Arizona as a competitive location for trade, manufacturing, and logistics.
- 2026 GYPA Retreat Outcomes
 - The board established short-, mid-, and long-term goals to support continued port growth and development.
 - Long-term plans include exploring the use of the commercial port for pedestrian and private vehicle traffic in response to growing cross-border demand.
- Priority Projects

COUNTY 25TH EXTENSION TO AVE B Partner effort with City of San Luis and Kimley Horn a \$134,000 investment by GYPA. Alternative truck route, in planning for Port 2 to open for pedestrians and vehicles. Ave E in San Luis congested with private vehicles, element of safety	BORDER WAIT TIME TECHNOLOGY Partnership with ADOT / Texas Transportation Institute \$250,000 fund allocated to GYPA by ADOT for technology installation. Monitoring real time at commercial port, will be displayed online for users to view. Eventually, same tech to be implemented at San Luis I.	PRE-PLANNING SAN LUIS II FOR POV AND PEDESTRIANS \$400k earmarked for feasibility study to GSA funded by GYPA. This is a long term project, staying ahead of the growth and federal timelines.
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- Opportunities for Improvement
 - Truck staging and parking
 - Create staging areas for outside fleets and drivers to have a place to park, rest and adhere to Department of Transportation compliance.
 - Low port usage
 - San Luis II has the capacity and staffing to efficiently process 40% more than its current volume.
 - Limited product imports
 - Collaborate with authorities in Mexico to reclassify San Luis II to a Level I port to open it to additional commodities.
 - Soft landing
 - Strengthen joint initiatives with Mexico to cultivate a soft-landing strategy into Yuma County.

Discussion

- Border activity returned to pre-pandemic levels in 2024 but has not yet exceeded them. Pandemic-era travel restrictions also contributed to shifts in residency patterns, with some frequent cross-border travelers choosing to purchase homes in the United States to avoid travel delays and uncertainty. (Mayor Nicholls/George)
- The proposed border wait time technology will provide measurable data on crossing times, allowing officials to identify trends and demonstrate the efficiency of the San Luis port to industry partners.

By providing reliable wait-time information and highlighting potential time savings compared to longer delays at the Calexico port, the technology could help attract additional commercial traffic to San Luis. **(Morris/George)**

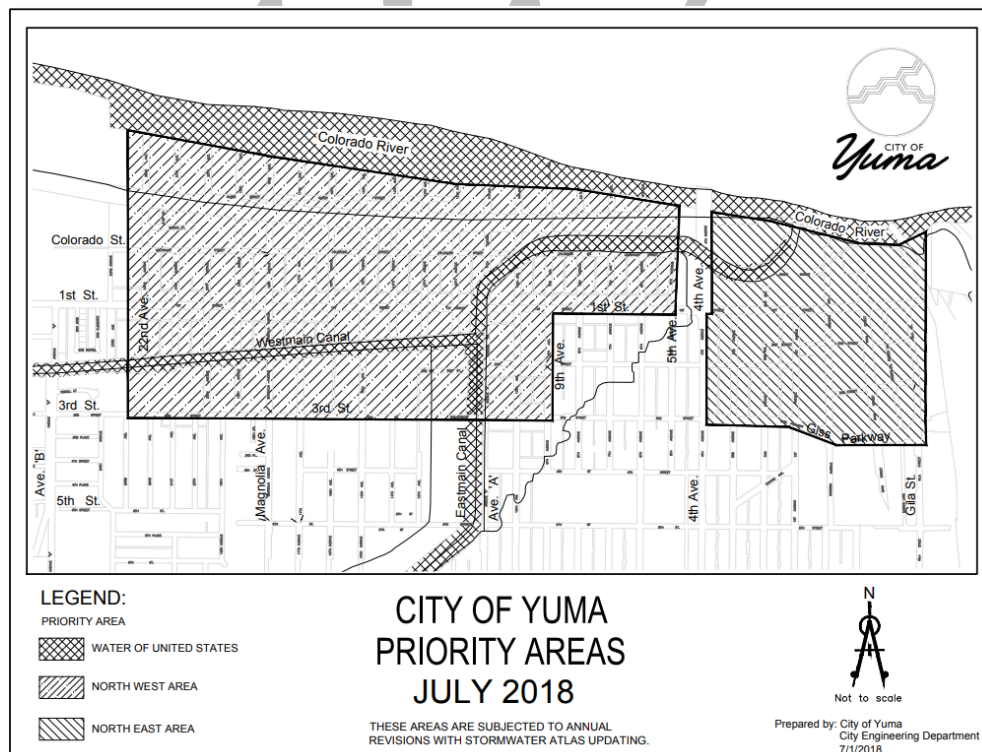
- The San Luis port provides economic advantages to the City and region by offering lower operating costs than nearby California locations, including more affordable warehouse and real estate options. Arizona's policies, such as allowing overweight truck permits, combined with the port's proximity to California markets, create competitive advantages that can attract logistics, warehousing, and other industry investment to the region. **(Morris/George)**
- Past delays at the San Luis commercial port were attributed in part to vehicle inspection requirements. To improve efficiency and compliance, ADOT's Border Liaison Unit provides training, technical assistance, and 24/7 support to trucking companies and drivers, helping them address inspection issues before reaching the port. San Luis and Calexico now operate at a more comparable level in terms of crossing times. **(Morales/George)**

II. ANNUAL STORMWATER UPDATE

Anaya presented the Utilities Department's Annual Stormwater Update as follows:

- Regulatory Overview
 - Clean Water Act of 1972, Water Quality Act of 1987, and Clean Water Rule of 2015
 - Federal – Environmental Protection Agency
 - National Pollutant Discharge Elimination System (NPDES)
 - State – Arizona Department of Environmental Quality (ADEQ)
 - Arizona Pollutant Discharge Elimination System (AZPDES)
 - Applies to surface waters only, no groundwater
 - Yuma has been regulated as a small municipality since March 2003
 - Yuma operates under an AZPDES Municipal Separate Storm Sewer System (MS4) Permit
 - Current five-year permit began on August 29, 2025
 - Ultimate goal of permit is protection of Waters of the U.S. from polluted stormwater runoff
 - Waters of the U.S. are any surface waters – lakes, rivers, streams, canals, oceans, etc. which have any connection to interstate or foreign commerce.
- City Stormwater Regulations
 - Ordinance O2005-15 regulates illicit discharges and illegal dumping into drainage system
 - Ordinance O2006-38 regulates stormwater runoff from construction sites of one or more acres in size, and City water and sewer line construction projects larger than one-half acre
 - Ordinance O2007-78 regulates post-construction stormwater runoff for sites with connection to the Colorado River
- Compliance by the City
 - Yuma has developed and implemented a Stormwater Management Program (SWMP)
 - Minimum compliance specified by ADEQ
 - SWMP includes six Minimum Control Measures
 1. Public education and outreach
 2. Public involvement and participation
 3. Illicit discharge detection and elimination
 4. Construction site runoff control
 5. Post-construction site runoff control
 6. Good housekeeping for municipal operations/facilities

- MS4 Permit requires annual reporting to ADEQ
- Construction Runoff
 - At construction sites of one acre or more, Yuma requires the owner to implement a Stormwater Pollution Prevention Plan:
 - Develop plans preventing stormwater pollution from leaving the site
 - File for a permit with ADEQ
 - Implement stormwater pollution prevention measures onsite
 - Perform and document inspections and enforcement
- Colorado River Impacts
 - ADEQ listed the Colorado River as impaired in 2016
 - Currently regulated for high Selenium levels
 - Impact on MS4 Permit
 - Required implementation of measures to prevent exceedance
 - One Additional Control Measure (ACM) was added to our permit and our SWMP was revised accordingly
- ACM Compliance Efforts
 - Steps Yuma took to meet the ACM
 - Delineated a priority area (potential discharge to river)
 - Incorporated plan review, site inspection and education for activities within priority area
 - Initiated visual monitoring in both wet and dry weather at stormwater outfalls to the impaired surface water segment
 - Initiated testing of stormwater from outfalls to the impaired segment
- Priority Area
 - 22nd Avenue to Gila Street, and Third Street/Giss Parkway to the Colorado River



- Annual System Cleaning
 - The Utilities Department conducts an annual sewer system cleaning program that follows a three-year cycle, ensuring all system segments are cleaned at least once every three years.
- Selenium Reduction Efforts
 - Public Works completed maintenance of the Madison Avenue outfall by removing accumulated debris and stabilizing the surrounding soil to help prevent erosion into the Colorado River.
- Ongoing Efforts
 - Stormwater documents and ordinances are reviewed annually and revised as warranted
 - Training/presentation is conducted for City Council, staff and our industry partners
 - Department website was updated to provide a detailed stormwater page
- Public Awareness and Education
 - New educational postcards
 - “Drains to the River” markers on affected inlets
- Violation Reporting
 - Call (928) 373-4520
 - Email storm@yumaaz.gov
 - Yuma Click and Fix

Discussion

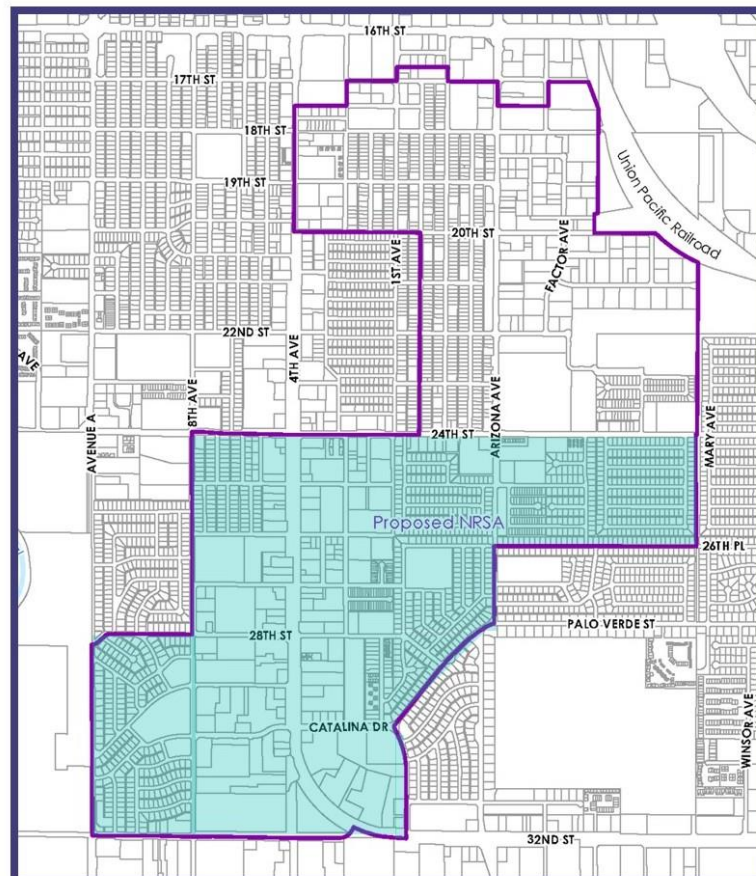
- Stormwater management focuses on preventing sediment and pollutants from entering the Colorado River through infrastructure maintenance and construction site oversight. The Engineering Department monitors larger construction sites, while Utilities Department crews clean the stormwater system to reduce erosion and runoff. **(Watts/Anaya)**
- Selenium occurs naturally in local soils and is also associated with agricultural activities. Because this segment of the Colorado River is already impaired for selenium, efforts are focused on preventing additional selenium from entering the river. **(Watts/Anaya)**

III. CDBG AND HOME INVESTMENT PARTNERSHIPS PROGRAM

Granados presented the following update on the 2026-2030 Consolidated Plan, Annual Action Plan, and Neighborhood Revitalization Strategy Area Plan:

- Community Development Block Grant (CDBG)
 - CDBG funds must meet one of the U.S. Department of Housing and Urban Development’s (HUD) national objectives and may only be used within city limits.
 - CDBG funding is more flexible than HOME funding and can support activities such as housing rehabilitation, fair housing, public services, economic development, code enforcement, and public infrastructure improvements.
 - The City will receive \$989,248 in CDBG funding for Fiscal Year (FY) 2026-2027.
- HOME Investment Partnership Program
 - HOME funds may only be used to create or preserve affordable housing and support activities such as housing rehabilitation, affordable housing development, homebuyer assistance, and tenant-based rental assistance.
 - To access HOME funding, the City partners with Yuma County, San Luis, Somerton, and Wellton through the Yuma County HOME Consortium, with the City serving as the lead agency and grant administrator.

- HOME funds may be used throughout Yuma County, and the consortium expects to receive approximately \$667,000 for FY 2026-2027.
- Consolidated Plan
 - A consultant was hired to assist with developing the Consolidated Plan, which serves as the City's five-year strategic plan for housing and community development programs.
 - Based on market analysis and community input, key findings included a continued need for affordable housing, long waiting lists for housing vouchers, and the importance of expanding public services and addressing homelessness.
 - Key priorities for the next five years include expanding affordable housing opportunities, improving existing rental and owner-occupied housing, and continuing supportive services for low-income households and special-needs populations.
 - Additional goals include funding public facility and infrastructure improvements, supporting economic development, and administering CDBG, HOME, and fair housing programs.
- Neighborhood Revitalization Strategy Area (NRSA) Plan
 - The Mesa Heights NRSA has been in place since 2015, and the City is proposing to expand its boundaries to allow for more flexible use of CDBG funds.
 - The proposed boundary adjustments are based on updated census data and low- to moderate-income area qualifications, with some areas removed and others added to better target community needs.
 - The expansion, highlighted in blue in the map below, aims to build on the progress already made in Mesa Heights and extend neighborhood improvement efforts to additional qualifying areas.



- Development of the updated NRSA plan included public hearings, community engagement, stakeholder input, and assistance from a consultant.
- The main findings of the NRSA include:
 - More than half (51.1%) of households in the area are low- to moderate-income, with poverty and unemployment rates exceeding citywide averages.
 - Housing challenges include aging housing stock, significant rehabilitation needs among manufactured homes, and a high percentage of renters and homeowners who are cost-burdened.
 - Vacant and underutilized commercial properties present opportunities for economic development and reinvestment.
 - Residents identified ongoing infrastructure and quality-of-life concerns, including flooding and drainage issues, poor street and alley conditions, inadequate lighting, traffic safety concerns, and stray animals.
- Strategies developed in response to community input gathered during the NRSA planning process and the proposed expansion area outreach efforts include supporting affordable rental housing development, improving parks and recreational facilities, and expanding assistance for small businesses and microenterprises.
 - Additional priorities include site preparation and environmental clearance activities, as well as investments in workforce training facilities and programs.

• CDBG Allocation

	PY 26/27 Allocation	\$989,248.00					
	Program Income	-					
	Reprogrammed funds	\$495,257					
	Total to allocate	\$1,484,505					
Public Services (15% cap - \$148,387)							
1	Crossroads Mission - Homeless Nutritional Wellness	\$40,000		\$40,000	Healthy food for the homeless - 1000 clients		Yes
2	Care Comes to You: Onvada Health Mobile Equity Project	\$149,737		\$29,224	600 Patients (Mobile Healthcare for LMA)		Yes
3	Achieve - Work Training Program	\$147,660			10 clients		Yes
4	Achieve - Homeless Outreach	\$79,163		\$79,163	80 clients		Yes
	Subtotal	\$416,560		\$148,387			
Housing & Public Facilities							
5	City of Yuma						
	Code Enforcement	\$15,000		\$15,000			Yes
	Housing Rehab	\$500,000		\$562,768	7 rehabs		Yes
6	Housing America-Colorado Apartment ADA Improvements	\$90,500		\$90,500	2 ADA Units		Yes
7	Achieve-Flood Protection Retaining Wall	\$28,918					Yes
8	Bethel Development - Public Infrastructure (Vistara Senior)	\$100,000			Infrastructure supporting development of 82 units (withdrawn)		Yes
9	Bethel Development - Public Infrastructure (Solara Apartments)	\$130,000			Infrastructure supporting development of 80 units (Not CDBG Eligible)		Yes
10	Gila Vista Industrial Arts Shop Restoration for Mesa Heights Youth	\$70,000		\$70,000			Yes
11	Neighborhood Infrastructure Improvements			\$400,000			Yes
	Subtotal	\$934,418		\$1,138,268			
CDBG Planning & Administration (20% cap - \$197,850)							
	CDBG Planning & Admin	\$196,879		\$182,850			
12	SWFHC - Fair Housing Program	\$22,000		\$15,000			Yes
	Subtotal	\$218,879		\$197,850			
	Combined Total	\$1,569,857		\$1,484,505			

• HOME Funding Allocation

- HOME funding for FY 2026-2027 increased from approximately \$237,000 to \$667,000 following the completion of a multi-year repayment resulting from a HUD population-counting error.

- The increased funding allows the consortium to support an additional affordable housing project, bringing the total to 84 new affordable housing units through two proposed low-income housing tax credit developments.
- Recommended HOME-funded projects also include tenant-based rental assistance through Catholic Community Services and the Yuma County Housing Rehabilitation Program.
- Funding for the affordable housing developments is contingent upon receipt of tax credit awards; if a project is not awarded, the funds may be reallocated to housing rehabilitation or tenant-based rental assistance programs.

PY 26/27 Allocation		\$667,363.82	Funding Requests	YCHC Board Recommendations	Comments
Reprogrammed Funds		\$18,269.34			
Total to Allocate		\$685,633.16			
Applications Received					
1	City of Yuma - Housing Rehab	\$375,000			2 reconstructions 1 major rehab
2	DANCO - Fortuna Palms	\$200,000	\$100,000		Develop 59 units of affordable housing (LIHTC) - CONTINGENCY Fund TBRA at fullest and the rest to COY rehab
3	Yuma County - Housing Rehab	\$165,000	\$165,000		2 reconstructions
5	Comite de Bien Estar	\$110,000			Down payment assistance & closing cost assistance for first time homebuyers
6	Bethel Development-Solara Aparments	\$130,000	\$130,000		Develop 84 units of affordable housing (LIHTC) CONTINGENCY Fund TBRA at fullest and the rest to COY rehab
8	Catholic Community Services-TBRA	\$157,000	\$123,792.21		Support 16 families with TBRA
	Subtotal	\$1,467,000	\$518,792.21		
CHDO Setaside (15% Required - \$100,104.57)					
	CHDO Set-Aside (15% required)	\$35,554	\$100,104.57		Project to be determined
HOME Planning & Administration (10% cap - \$66,736.38)					
	Planning & Admin (10% Allowed)	\$23,703	\$66,736.38		
	Total	\$1,526,257	\$685,633.16		

- **Next Steps**
 - City Council adoption of the Consolidated Plan, Annual Action Plan, and NRSA Plan
 - Plan submission to HUD
 - The fiscal year begins July 1, 2026

Discussion

- Potential strategies for the Southgate Mall area include supporting small businesses through CDBG-funded programs, pursuing economic development initiatives, and evaluating infrastructure improvements to help reinvest in the area and enhance surrounding neighborhoods. **(Watts/Granados)**
- Funding allocated to Catholic Community Services for tenant-based rental assistance is designated to support 16 families within Yuma County. The funding is specifically intended to benefit local households and is not being redirected outside the area. **(McClendon/Granados)**
- The NRSA boundaries are determined by HUD income eligibility requirements and therefore cover a smaller area than the Infill Overlay District. Some areas were removed from the NRSA because incomes have improved and no longer qualify, reflecting successful neighborhood revitalization, while those areas may still benefit from infill development incentives. **(Morris/Granados/Linville)**

- The proposed funding allocations consist entirely of federal grant funds, including CDBG and HOME program funding. No General Fund resources are being used for the projects and programs under consideration. **(Smith/Granados)**

IV. REGULAR CITY COUNCIL MEETING AGENDA OF JUNE 3, 2026

Resolution R2026-021 – Memorandum of Understanding: Yuma Regional Mental Health Court (Authorize the Yuma Police Department to participate in the Yuma Regional Mental Health Court through the execution of a Memorandum of Understanding) (YPD)

Discussion

- The Memorandum of Understanding renews the City's participation in Yuma County's Mental Health Court program, which provides eligible individuals with mental health conditions an alternative to incarceration while maintaining accountability for criminal offenses. The City partners with the County to utilize the existing program rather than operating a separate court. **(McClendon/Garrity)**

Resolution R2026-024 – Development Fee Deferral: Cielo Verde Unit 4, Phase III Subdivision (Authorize deferral of City of Yuma development fees and water and sewer capacity charges for Cielo Verde Unit 4, Phase III Subdivision, and collect a \$500.00 administrative fee for the deferral agreement. The effective term of the deferral agreement is three years from date of execution.) (Eng)

Resolution R2026-025 – Development Fee Deferral: Cielo Verde Unit 5, Phase II Subdivision (Authorize deferral of City of Yuma development fees and water and sewer capacity charges for Cielo Verde Unit 6, Phase II Subdivision, and collect a \$500.00 administrative fee for the deferral agreement. The effective term of the deferral agreement is three years from date of execution.) (Eng)

Morris declared a conflict of interest on Resolutions R2026-024 and R2026-025. There being no questions or discussion, **Morris** remained on the dais.

Ordinance O2026-015 – City of Yuma Proposition 436: Permanent Base Adjustment – November 2026 General Election (Adopt an ordinance authorizing the submission of Proposition 436 to the qualified electors of the City of Yuma at the November 3, 2026, General Election, asking whether to approve a \$30 million Permanent Base Adjustment to the City's expenditure limitation.) (City Admin)

Discussion

- The permanent base adjustment modifies the original expenditure limitation formula on an ongoing basis, while a home rule option is a temporary adjustment that must be renewed periodically by voters. Ballot language is largely prescribed by state law, although staff will review whether any modifications or additional voter education materials could help clarify the measure. **(Mayor Nicholls/Simonton/Files/Allen)**

- Voter education materials should consistently use both "annual expenditure limitation" and "permanent base adjustment" terminology to avoid confusion. Because voters will encounter the formal ballot language when casting their votes, outreach efforts should clearly explain how the two terms relate and what the measure would do, helping voters better understand the issue before the election. **(Smith)**

Ordinance O2026-018 – City of Yuma Proposition 437: Signatures on Nomination Petitions (Authorize the submission of Proposition 437 to the qualified electors of the City of Yuma at the November 3, 2026, Special Election, asking whether to approve a City Charter change that will reduce the number of signatures required on nomination petitions for City elected office.) (City Admin)

Discussion

- The proposed charter amendment would reduce the number of signatures required for nomination petitions by calculating the requirement based on the previous primary election rather than the previous general election. The change is intended to offset the significantly higher signature threshold that resulted from moving City elections to even-numbered years. **(Martinez/Files/Simonton)**
- While there is some concern that lowering the requirement could reduce a candidate's need to demonstrate commitment to seeking office through the signature-gathering process, the lower signature requirement would still be substantial while aligning the City's requirements more closely with other Arizona jurisdictions. **(Mayor Nicholls/Martinez/Simonton)**

EXECUTIVE SESSION/ADJOURNMENT

Motion (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 7-0. The meeting adjourned at 6:18 p.m.

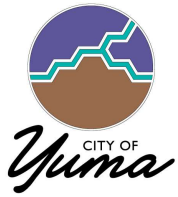
Janet L. Pierson, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2026-128

Agenda Date: 7/15/2026

Agenda #: 2.

Regular Council Worksession Draft Minutes June 16, 2026

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
June 16, 2026
5:30 p.m.

CALL TO ORDER

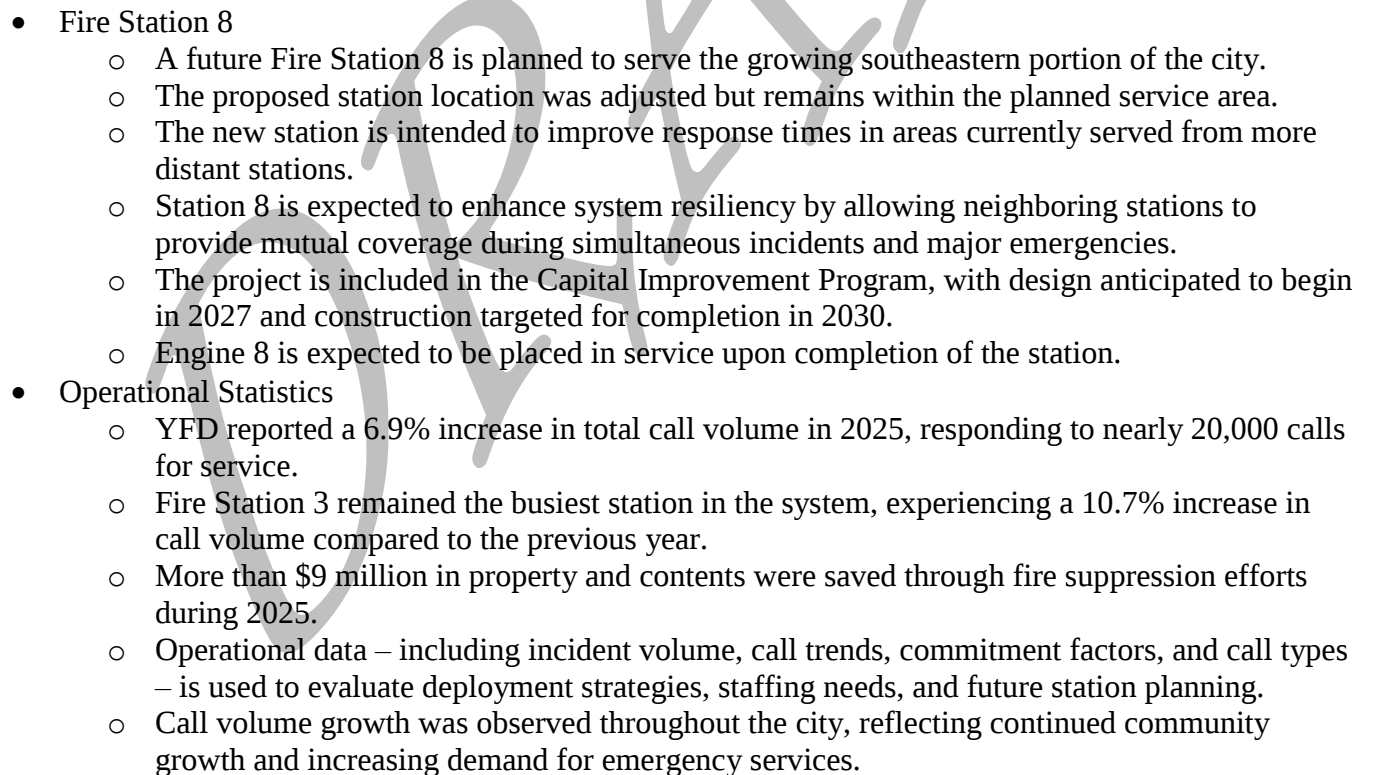
Mayor Nicholls called the Regular City Council Worksession to order at 5:30 p.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Fire Chief, John Louser
Director of Parks and Recreation, Eric Urfer
Neighborhood Services Specialist, Jorge Alcala
Various department heads or their representatives
City Attorney, Richard W. Files
City Clerk, Janet L. Pierson

I. YUMA FIRE DEPARTMENT UPDATE

Louser presented the following Yuma Fire Department (YFD) update:

- Organizational Overview
 - Eleven new positions approved by City Council were incorporated into the Department's staffing model, including personnel assigned to Medic 7 and Fire Administration.
 - Authorized staffing totals 155 positions, with two vacancies currently being filled.
 - The Operations Division remains the Department's largest division, staffing seven fire stations, seven fire engines, one ladder truck, six ambulances, and a Battalion Chief on each shift.
 - Administrative divisions provide support for long-range planning, code compliance, emergency medical services, inventory management, public information, information technology, and medical oversight.
- Fire Station Locations
 - Station locations are intended to provide access to major roadways, high-density residential areas, and other high-risk locations while maintaining overlapping coverage between response districts.
 - A station alerting system was implemented at all seven fire stations to improve response efficiency, support firefighter safety, and enhance dispatch operations.



- Performance Measures
 - Call volume increased across nearly all response districts when compared to 2024, with Fire Station 3 experiencing the largest year-over-year increase.
 - Weekly call volume trends demonstrated sustained growth over the past five years, indicating increased demand for emergency services throughout the year rather than seasonal fluctuations.
 - YFD achieved an 82% compliance rate for first-unit fire response and a 79% compliance rate for effective response force deployment, both below the established 90% target.
 - Factors affecting fire response performance include community growth, increasing call volume, and the frequency of fire apparatus responding to lower-acuity medical calls.
 - YFD met established ambulance response benchmarks for high-acuity medical calls, achieving compliance with Certificate of Necessity (CON) performance requirements.
 - Continued evaluation of response models and deployment strategies is underway to improve efficiency and maintain service levels as demand increases.
- Emergency Medical Services (EMS)
 - EMS incidents accounted for approximately 17,000 of YFD's nearly 20,000 calls for service in 2025.
 - More than 10,000 EMS incidents resulted in patient transport to a hospital.
 - EMS call volume increased by 6.2%, while EMS transports increased by 8.5% compared to 2024.
 - Increasing EMS demand continues to place pressure on system capacity and highlights the need for operational efficiencies and alternative response strategies.
 - YFD continues to explore alternative response models, including telehealth diversion programs and partnerships that direct appropriate calls to resources other than emergency response units.
 - The co-responder program remains a tool for addressing behavioral health and other service needs while preserving emergency response resources.
 - Efforts are underway to address the misuse of the 911 system through education, community resources, and potential enforcement mechanisms aimed at reducing unnecessary emergency responses.
- Professional Services Division
 - The Professional Services Division oversees training, recruitment, regulatory compliance, leadership development, safety programs, quality assurance, and internal investigations.
 - During 2025, the Division coordinated promotional processes for eight internal candidates and supported the hiring of 17 new personnel.
 - Personnel development efforts included five new paramedic certifications, six hazardous materials technician certifications, and two technical rescue technician certifications.
 - More than 26,000 hours of training were delivered or coordinated to maintain operational readiness and compliance with state, national, and Insurance Services Office (ISO) training standards.
 - Training remains a key organizational priority and supports the Department's commitment to maintaining a highly qualified workforce.
- Community Risk Reduction
 - The Community Risk Reduction Division conducted 900 fire inspections, 699 construction inspections, and 31 fire investigations during 2025.
 - Development-related activities included plan reviews, job site meetings, pre-development meetings, code consultations, and records requests to support safe community growth.

- The City's fire code was updated to the 2024 International Fire Code with local amendments to maintain current fire and life safety standards.
- An Intergovernmental Agreement (IGA) with the Arizona State Fire Marshal's Office was implemented to allow YFD to conduct school inspections.
- YFD renewed its delegation agreement with the Arizona Department of Environmental Quality, allowing the Department to continue issuing burn permits locally.
- Community risk reduction efforts also included smoke alarm installations, residential Knox Box installations, and the issuance of fire activity permits.
- Public Information and Community Outreach
 - Public education and outreach efforts included station tours, school visits, career fairs, community events, classroom presentations, and other community engagement activities.
 - YFD conducted 142 in-person community outreach activities during 2025 to promote fire and life safety education and increase public awareness of Department services.
 - Social media platforms were used to share safety information, community programs, operational updates, and Department activities.
 - YFD's social media content generated more than 4 million views across Facebook and Instagram, expanding the Department's ability to communicate with residents and visitors.
- Looking Ahead
 - YFD continues to implement recommendations from its Master Plan to guide future operational, capital, and policy decisions.
 - Progress has been made toward key Master Plan initiatives, including planning for Fire Station 8, ordering Engine 8, expanding administrative support, developing a warehouse facility, and establishing an additional battalion structure on the east side of the city.
 - Efforts are underway to improve the Department's ISO rating from Class 2 to Class 1, which could result in lower property insurance costs for residents and businesses.
 - YFD continues to evaluate alternative response models and other operational strategies to address increasing call volume and improve resource utilization.
 - An amendment to YFD's CON is being pursued to allow reimbursement for Basic Life Support transports when eligible under Medicare billing guidelines.
 - Emergency management initiatives include updating the City's Emergency Operations Plan and conducting training exercises with City staff, regional partners, and elected officials to strengthen emergency preparedness and response coordination.

Discussion

- Heat-related incidents involving firefighters and patients are tracked, and rehabilitation policies are in place to help mitigate heat-related risks during emergency operations. **(Watts/Louser)**
- A new heat stroke treatment protocol utilizing rapid cooling techniques is being implemented for qualifying patients, with studies in other Arizona jurisdictions demonstrating significantly improved survival outcomes. **(Watts/Louser)**
- YFD is evaluating alternative response models, including a telehealth diversion program and a low-acuity response vehicle, both of which could potentially be implemented on a trial basis within approximately 90 days. **(Watts/Louser)**
- While no additional fire station is currently planned for the Fire Station 3 service area, call volume and response data continue to be monitored, and additional resources such as peak-demand ambulance services, year-round staffing, or an infill fire engine may be considered to address increasing service demands. **(Morales/Louser)**

- Implementation of the CON amendment is projected to generate approximately \$1 million annually in additional revenue, based on conservative estimates developed as part of the application process. **(Smith/Louser)**
- Fire Station 6 is currently the only station without an ambulance; however, ongoing growth and service demand are being monitored, and future deployment of peak-demand or year-round ambulance services may be considered as call volumes increase. **(Smith/Louser)**
- In addition to long-term infrastructure investments, YFD is pursuing alternative response strategies. The proposed telehealth program is estimated to divert approximately 1,900 low-acuity calls annually from the emergency response system. **(Smith/Louser)**
- YFD is evaluating expansion and remodeling of existing stations, including Fire Stations 3 and 5, to increase personnel and apparatus capacity as an alternative to constructing new facilities in areas where additional resources are needed. Planned renovations at Fire Station 5 will support deployment of an additional ladder company to enhance service coverage in the eastern portion of the city. **(Morris/Louser)**
- Response performance has remained relatively consistent over the past several years, with first-unit response times holding in the low 80% range. Emergency Response Force performance has declined slightly, largely due to continued growth in the southeastern portion of the city, where current resource locations cannot consistently meet response time goals. **(Mayor Nicholls/Louser)**
- The proposed abusive 911 use policy includes enforcement provisions intended to discourage misuse of emergency services and reduce the diversion of critical public safety resources. **(Mayor Nicholls/Louser)**
- Tracking low-acuity calls presents challenges due to the broad call classifications used during the dispatch process. The development of alternative response programs will require more refined call categorization and dispatch protocols to better identify and route low-acuity incidents to appropriate resources. **(Mayor Nicholls/Louser)**

II. REGULAR CITY COUNCIL MEETING AGENDA OF JUNE 17, 2026

Motion Consent Agenda Item C.4 – Ratification of a Cooperative Purchase Agreement: Playground Equipment (Authorize the purchase, delivery, and installation of playground equipment for Carver and Clymer Park, utilizing a Cooperative Purchase Agreement through 1GPA in the amount of \$410,607.61 to Altitude, Frederick, Colorado.) (CPA-25-211) (Parks & Rec)

Discussion

- The playground equipment has already been ordered to help reduce lead times. Delivery is expected in approximately nine weeks, followed by about three weeks for installation. If everything stays on schedule, the playgrounds are anticipated to be fully operational by October 1. **(Smith/Urfer)**

Motion Consent Agenda Item C.2 – Bid Award: Reconstruction of a Single-Family Home using 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 \$147,254.75 to D’Pair Development, LLC. Yuma, Arizona.) (Cmty Dev)

Discussion

- The construction contract requires contractors to cover site preparation, demolition, utility-related work, and other project costs. Contractors review site conditions and project requirements before bidding to help ensure bids accurately reflect the scope of work. **(Morris/Alcala)**
-

Ordinance O2026-018 – City of Yuma Proposition 437: Signatures on Nomination Petitions (Authorize the submission of Proposition 437 to the qualified electors of the City of Yuma at the November 3, 2026, Special Election, asking whether to approve a City Charter change that will reduce the number of signatures required on nomination petitions for City elected office.) (City Admin)

Discussion

- The nomination petition signature requirement is a valuable component of the candidate qualification process, encouraging candidates to engage with residents and demonstrate their commitment to public service. **(Martinez)**
 - The current nomination petition signature requirement may limit participation by prospective candidates and reduce the number of contested races. Lowering the requirement could encourage a broader and more diverse pool of candidates to seek elected office. **(Watts)**
 - The proposed change would reduce the nomination petition signature requirement from approximately 998 signatures to an estimated range of 400 to 500 signatures, aligning it more closely with certain county and state offices while continuing to require significant candidate outreach and voter engagement. **(Smith)**
 - Reducing the nomination petition signature requirement could increase the number of candidates qualifying for the ballot, allowing voters to consider a broader range of candidates and make informed selections through the election process. **(Morris)**
 - Candidate outreach and voter engagement remain important components of the election process regardless of the nomination petition signature requirement. As a charter amendment, any proposed change to the signature requirement would be submitted to voters for final consideration and approval. **(Mayor Nicholls)**
-

Resolution R2026-027 - Fiscal Year 2027 - Fiscal Year 2031 Capital Improvement Program (Adopt a resolution approving the FY 2027 - FY 2031 Capital Improvement Program, pursuant to the Yuma City Charter, Article XII, Section 11.) (Eng)

Resolution R2026-028 - Final Budget Adoption for Fiscal Year 2027 (Adopt the City of Yuma's final budget for Fiscal Year 2027 in the amount of \$566,762,519 which is comprised of a Capital Improvement Program Budget of \$215,883,457; combined Maintenance Improvement Districts of \$757,034 and Operating Expenditure / Expense Budget of \$350,122,028; including Governmental and Enterprise operations. The adoption of the proposed budget resolution includes a 3% increase in solid waste fees and establishes the budgets for the Main Street Mall and Off-Street Parking Maintenance District No. 1.) (Fin)

Mayor Nicholls declared a conflict of interest on Resolution R2026-027 and the Capital Improvement Program budget portion of Resolution R2026-028. There being no questions or discussion, he remained on the dais.

III. EXECUTIVE SESSION/ADJOURNMENT

Motion (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 7-0. The meeting adjourned at 6:29 p.m.

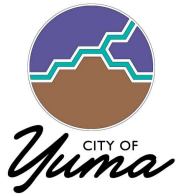
Janet L. Pierson, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2026-122

Agenda Date: 7/15/2026

Agenda #: 1.

DEPARTMENT: City Administration	STRATEGIC OUTCOMES	ACTION
DIVISION: City Clerk	☐ Safe & Prosperous ☐ Active & Appealing ☒ Respected & Responsible ☐ Connected & Engaged ☐ Unique & Creative	☒ Motion ☐ Resolution ☐ Ordinance - Introduction ☐ Ordinance - Adoption ☐ Public Hearing

TITLE:

Liquor License: 4 Lokos by Sonora Grilling

SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Juanita Alicia Esparza, agent for 4 Lokos by Sonora Grilling located at 3101 S. 4th Avenue. (LL26-05) (City Administration/ City Clerk) (Janet L. Pierson)

STRATEGIC OUTCOME:

Approval of this Liquor License aligns with City Council's Respected and Responsible strategic outcome as it provides notification to the public and transparency of City business.

REPORT:

Juanita Alicia Esparza, agent for 4 Lokos by Sonora Grilling located at 3101 S. 4th Avenue, has applied for a Series #12: Restaurant Liquor License.

The subject property has been posted for the required 20-day period and no arguments in favor of or opposed to the issuance of the license have been received.

The application has been reviewed by Community Development, the Police Department, the Fire Department, and Business Licensing.

Upon City Council's recommendation, this application will be forwarded to the Arizona Department of Liquor Licenses and Control for final processing.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

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

1. Series #12: Restaurant Liquor License application

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: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026

North



5100 Sq Ft

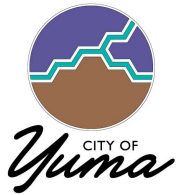


SCALE: 1/8" = 1' - 0"

3101 S. 4TH AVE
YUMA, AZ 85364

4 Lokos Bll Sonora Grilling
3101 N. 4th Ave
Yuma Arizona 85364

5,100 Sq Feet



City of Yuma

City Council Report

File #: MC 2026-123

Agenda Date: 7/15/2026

Agenda #: 2.

DEPARTMENT: City Administration	STRATEGIC OUTCOMES	ACTION
DIVISION: City Clerk	☐ Safe & Prosperous ☐ Active & Appealing ☒ Respected & Responsible ☐ Connected & Engaged ☐ Unique & Creative	☒ Motion ☐ Resolution ☐ Ordinance - Introduction ☐ Ordinance - Adoption ☐ Public Hearing

TITLE:

Liquor License: J.T. Prime Steakhouse

SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Alejandro Trujillo, agent for J.T. Prime Steakhouse located at 288 S. 5th Avenue. (LL26-06) (City Administration/City Clerk) (Janet L. Pierson)

STRATEGIC OUTCOME:

Approval of this Liquor License aligns with City Council's Respected and Responsible strategic outcome as it provides notification to the public and transparency of City business.

REPORT:

Alejandro Trujillo, agent for J.T. Prime Steakhouse located at 288 S. 5th Avenue, has applied for a Series #12: Restaurant Liquor License.

The subject property has been posted for the required 20-day period and no arguments in favor of or opposed to the issuance of the license have been received.

The application has been reviewed by Community Development, the Police Department, the Fire Department, and Business Licensing.

Upon City Council's recommendation, this application will be forwarded to the Arizona Department of Liquor Licenses and Control for final processing.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

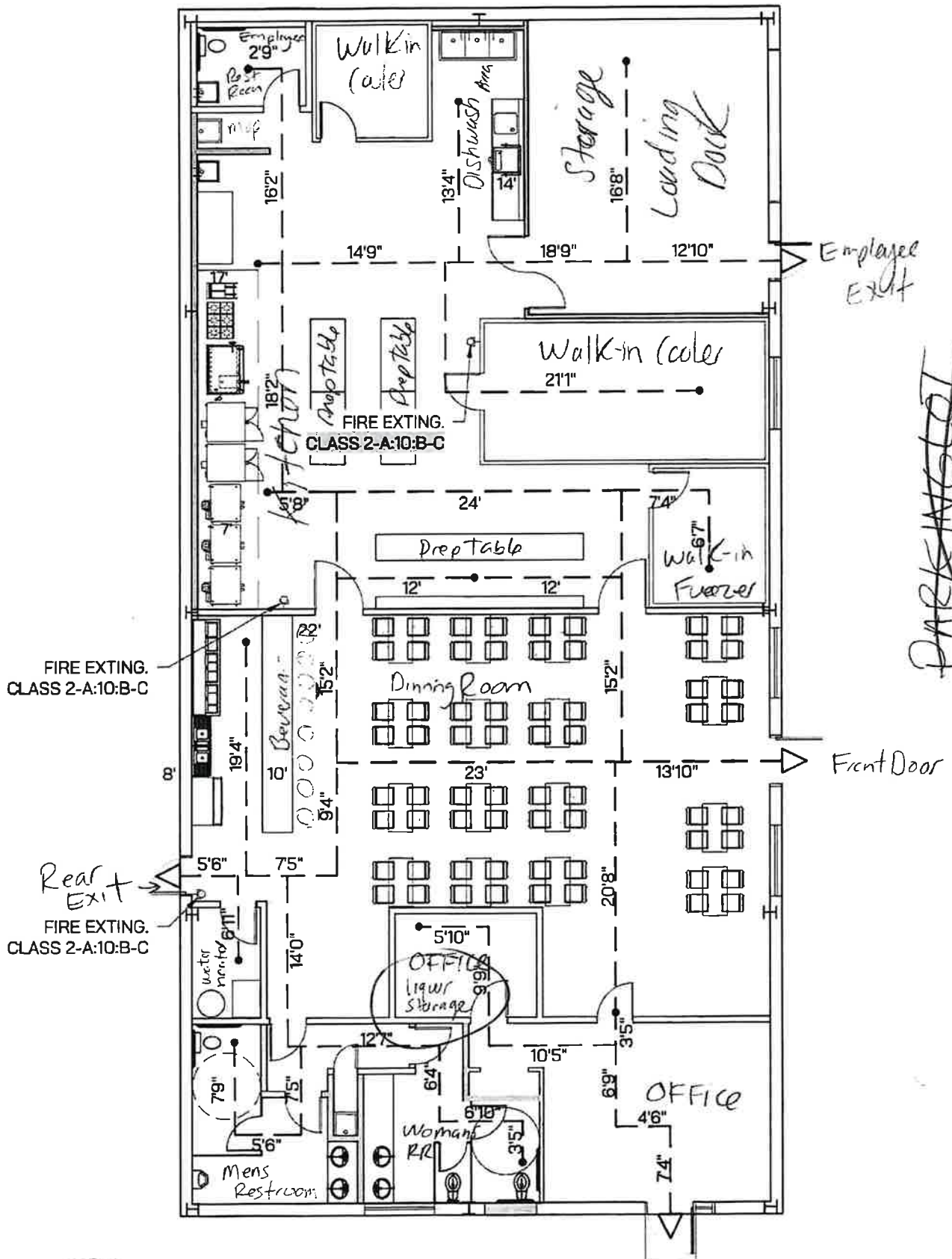
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

1. Series #12: Restaurant Liquor License application

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

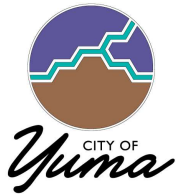
Acting City Administrator: John D. Simonton	Date: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026



EXITING PLAN

SCALE: 1/8"=1'-0"

3rd Street



City of Yuma

City Council Report

File #: MC 2026-124

Agenda Date: 7/15/2026

Agenda #: 3.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Bid Award: Fire Hydrants and Accessories

SUMMARY RECOMMENDATION:

Authorize the purchase and delivery of Fire Hydrants and Accessories to the lowest responsive and responsible bidders for a total estimated annual expenditure of \$30,000.00 to Ferguson Waterworks of Phoenix, Arizona and Yuma Winnelson of Yuma, Arizona. (Utilities-RFB-26-308) (Jeremy McCall/ Robin R. Wilson)

STRATEGIC OUTCOME:

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

REPORT:

The City operates and maintains an extensive municipal water distribution system that includes more than 3,600 fire hydrants. These hydrants are essential infrastructure, providing firefighters with immediate, high-volume access to pressurized water for fire suppression, emergency response, and protection of life and property throughout the community. To keep these essential assets operating safely and reliably, the City must have consistent access to high quality, manufacture specific fire hydrants, including hydrant extensions and related components.

This contract delivers meaningful cost savings to the City by securing competitive pricing for an estimated multi-year volume of fire hydrants and accessories. The Utilities department manages a proactive hydrant maintenance program, but recurring needs for new installations, replacements, and repairs arise regularly due to vehicle impacts, age-related deterioration, system expansions, and new development.

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

Five bids were received in response to the solicitation. Staff is recommending an award to the two lowest responsive and responsible bidders that provide the various fire hydrants on an as- needed basis.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

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

ADDITIONAL INFORMATION:

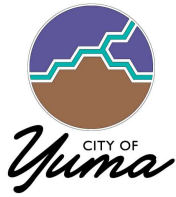
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026



City of Yuma

City Council Report

File #: MC 2026-125

Agenda Date: 7/15/2026

Agenda #: 4.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Procurement	☐ Unique & Creative	☐ Public Hearing

TITLE:

Ratification: Avenue C and 20th Street

SUMMARY RECOMMENDATION:

Ratify and approve the Job Order Contract for utility services purchase order to Taylor Engineering, PLLC, Yuma, Arizona for the Emergency Sewer Repair Avenue C and 20th Street project in the amount of \$113,757.72. (Engineering RFQ-25-159) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This ratification for the emergency project aligns with City Council's strategic outcome of Safe and Prosperous by preventing vehicle damage, accidents and greater damage to the roadway and infrastructure by replacing broken sewer lines on Avenue C and 20th Street Intersection.

REPORT:

During a routine inspection conducted by the Utilities Wastewater Division, it was determined that the sewer line running west to east had deteriorated and was leaking into the adjacent infrastructure.

To mitigate further damage to the roadway, an emergency response was initiated to address the issue. The contractor successfully repaired the sewer line and restored the roadway by applying ABC material and AC paving.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 113,757.72	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$113,757.72
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 113,757.72	Wastewater Fund	

FISCAL IMPACT STATEMENT:

The Wastewater fund has sufficient budget authority available in the FY 2027 City Council approved budget to absorb this expense without impacting operations.

ADDITIONAL INFORMATION:

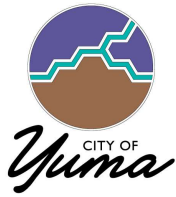
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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- ☐ City Clerk's Office
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- ☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026



City of Yuma

City Council Report

File #: MC 2026-126

Agenda Date: 7/15/2026

Agenda #: 5.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Procurement	☐ Unique & Creative	☐ Public Hearing

TITLE:

Ratification: Emergency Repair Avenue B and 23rd Street

SUMMARY RECOMMENDATION:

Ratify and approve the emergency waterline repair at Avenue B and 23rd Street under the Job Order Contract for Utility Infrastructure Services in the amount of \$281,460.25 to Taylor Engineering PLLC., Yuma, Arizona, (Engineering RFQ-25-159) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

Immediate repair of the waterline break supported the City Council's Safe and Prosperous strategic outcome by preventing further roadway collapse and protecting public safety. The quick action also reopened a major roadway, limiting disruptions to the community.

REPORT:

On April 2, 2025, Council approved RFQ-25-159 to Taylor Engineering, PCL Construction, KE&G Construction and DPE Construction for Job Order Contracting for Utility Infrastructure Services. The ratification is necessary due to an emergency expenditure in the amount of \$281,460.25 due to a waterline break at the intersection of 23rd Street and Avenue B. The break involved a 6 inch asbestos cement pipe which ruptured and released a large volume of water underground. The flooding washed out the soil beneath the pavement, creating unstable road conditions and posing immediate safety hazards for motorists and work crews.

Taylor Engineering was contacted and provided comprehensive support during the emergency response, including onsite assessment, implementation of traffic control, coordination of the dewatering strategy, and the repair of the 6 inch waterline. The work also included placement of sand slurry and AB slurry, removal and replacement of damaged asphalt and concrete, striping, and the final cleanup and disposal of debris.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 281,460.25	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	\$281,460.25	Water Utility Fund	

FISCAL IMPACT STATEMENT:

The Wastewater fund has sufficient budget authority available in the FY 2027 City Council approved budget to absorb this expense without impacting operations.

ADDITIONAL INFORMATION:

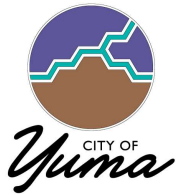
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026



City of Yuma

City Council Report

File #: MC 2026-129

Agenda Date: 7/15/2026

Agenda #: 6.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☐ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION: Procurement	☒ Respected & Responsible	☐ Ordinance - Introduction
	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Ratification: Renewal of City Insurance Coverage for Fiscal Year 2027

SUMMARY RECOMMENDATION:

Authorize binding of insurance coverage for Property, Public Liability (including Employee Benefits, Public Officials, Employment Practices, Liquor, Law Enforcement and Auto), Excess Liability, Crime/Dishonesty, Excess Workers Compensation, Cyber Liability, Automobile Damage, Drone, and Deadly Weapon and Crisis Response coverage for Fiscal Year (FY) 2027 for the total amount of \$2,186,866.79 to: Alliant Insurance Services, Inc., of Phoenix, Arizona (City Attorney-RFB-23-110) (Richard W. Files/Robin Wilson)

STRATEGIC OUTCOME:

This action supports the City Council strategic outcome of Respected and Responsible by obtaining required and proper insurance coverage for City assets.

REPORT:

To protect the City of Yuma and its taxpayers, the City purchases insurance coverage through policies of insurance every fiscal year. The City's insurance broker, Alliant Insurance Services, Inc. (AIS), evaluates the City's insurance needs and obtains quotes/proposals each year for the City of Yuma's insurance coverage. For the last several years, the City Attorney's Office has identified three overarching goals when obtaining insurance for the City: (1) no reduction in coverage limits; (2) no increase in the self-insurance retention (SIR) amount; and (3) a total Premium that is about equal to the prior year's premiums. These goals are somewhat ambitious as every year private insurance carriers leave the marketplace, leaving less competition in a litigious climate, especially litigation against governmental entities.

Despite continued challenges in the public entity insurance market, the City's FY 2027 renewal achieved all three of the City's insurance objectives. The recommended program maintains existing coverage limits, does not increase any SIR, and reduces the overall premium by approximately 4.3 percent (\$96,772.21) compared to FY 2026.

Based on the analysis and the City's stated goals, AIS is providing a recommendation for the City's insurance policies for FY 2027. All insurance companies recommended have A.M. Best's rating of A (Excellent) or A+ or A++ (Superior) and a minimum of \$50 million in Policyholders' Surplus. A thorough insurance marketing effort

for both property and liability coverage, including primary and excess/umbrella liability, was conducted during this renewal period. This process included all incumbent carriers on the FY 2026 placements. The objective was to canvas the marketplace, identify multiple coverage options, and generate potential savings for the City by line of coverage.

The recommended quote for Property Coverage, is Alliant Property Insurance Program (APIP), which includes: Boiler and Machinery, Inland Marine, Flood, Earthquake, Auto Physical Damage and Cyber coverage; Obsidian (Metis) for General Liability and MSIG Specialty (PRISM) for Excess Liability Coverage. The recommended Excess Workers' Compensation carrier is Safety National, the recommended Crime coverage carrier is American International Group (AIG), the recommended Cyber liability coverage carrier is Beazley Insurance Company (through APIP), the recommended Drone coverage carrier is Global Aerospace, and the recommended Alliant Deadly Weapon and Crisis Response Program is offered through Underwriters at Lloyd's of London.

All the coverage remains consistent with the FY 2026 policies of insurance.

SUMMARY OF COVERAGE:

Property Coverage: Property all-risk coverage includes City-owned real property, City-owned lease property, and real properties operated by the independent Housing Authority of the City of Yuma (HACY). For FY 2027, there are 149 insured properties, many of which consist of multiple units. Under this insuring agreement, the Property coverage deductible remains at \$25,000. The insuring agreement also provides for flood and earthquake coverage, subject to a \$100,000 deductible. Total Insured Values \$714,167,213 (Building, Contents, Business Interruption and Rent Coverage, Public Art). Coverage also includes Boiler and Machinery and Inland Marine coverage.

City Equipment coverage includes all (non-auto) City Equipment valued over \$15,000 with a \$25,000 deductible. For insuring FY 2027, City Equipment Value limit is \$12,063,652.

City Auto Physical Damage coverage includes all City Vehicles with a \$25,000 deductible except a \$50,000 deductible applies to all police vehicles valued under \$250,000; \$100,000 for All Vehicles with Replacement Cost Value (RCV) of \$250,000 to \$750,000; \$250,000 for All Vehicles with RCV in Excess of \$750,000 Per Occurrence for Off Premises Vehicle Physical Damage. On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible in the amount of \$25,000 for insuring FY 2027, there are 596 covered vehicles for auto liability and City Auto Physical Damage Value limit is \$40,176,369.

Liability and Excess Liability Coverage: Liability and Excess Liability Coverage totals \$15 million with a \$10 million base liability policy (\$10 million aggregate) and a \$5 million excess liability (umbrella) policy. Coverage examples include liquor liability, employee benefits, public entity management, employment practices, law enforcement liability and automobile liability.

For insuring FY 2027, the City's SIR (deductible) for Liability coverage remains \$300,000 per occurrence.

Cyber Coverage: The City's Cyber Coverage for FY 2027 is a \$2 million limit base policy with a reduced \$50,000 retention. Coverage examples include third-party liability coverage, regulatory defense and credit card payment liabilities and costs, as well as first party coverage for data restoration expenses, cyber extortion loss and e-storage extortion, business interruption and Beazley Breach Response services.

Excess Workers' Compensation Coverage: The City is self-funded through an SIR (deductible) for its statutorily mandated workers compensation insurance. Excess insurance will limit the City exposure to workers compensation claims above the SIR. The FY 2027 excess workers compensation coverage for presumptive losses for firefighters remains the same, with a City SIR of \$2,000,000. The other workers'

compensation coverage also remains the same, with a City SIR of \$700,000 for police and fire employees, and \$600,000 for all other City employees.

Crime/Dishonesty: Crime insurance coverage provides for situations such as employee theft, depositor forgery and alteration, theft, disappearance and destruction (money, securities and other property), computer and funds transfer fraud coverage and credit, debit or charge card forgery. Crime coverage has policy limits of \$1,000,000 with a \$10,000 deductible. The policy also endorses coverage for Impersonation Fraud for a limit of \$100,000 and a deductible of \$25,000 and Toll Fraud Coverage for a limit of \$100,000 and deductible of \$5,000.

Drone: Drone insurance coverage provides coverage for incidents stemming from the use of unmanned aircraft. The liability limit is \$2,000,000 with 10% retention. The FY 2027 policy also adds Hull Coverage, providing physical damage protection for the City's drone fleet.

Deadly Weapon: Deadly Weapon and Crisis Response coverage provides \$500,000 in coverage for qualifying violent incidents occurring at City-owned facilities. The policy carries no retention.

For reference, the table below summarizes the total premium costs.

Type of Coverage	Insurer	Premium
Property, Liability, Excess Liability, Vehicle Auto Damage	APIP (various); Obsidian; MSIG Specialty (PRISM)	\$1,675,336.57
Cyber Liability	Beazley (APIP)	\$46,440.00
Excess Work Comp	Safety National	\$434,289.00
Crime and Dishonesty	AIG	5,944.00
Drone	Global Aerospace	\$18,058.00
Deadly Weapon and Crisis Response	Underwriters at Lloyd's of London	\$6,199.22
		\$2,186,266.79

The recommended insurance program reduces the City's total annual premium by \$96,772.21 (4.3%) from the FY 2026 coverages, while maintaining existing coverage limits and self-insured retentions. The reduction was achieved despite increased insured property values and continued pressure on the municipal insurance marketplace resulting from inflation, replacement costs, and significant public entity liability losses nationwide.

The City's existing insurance policies expired at midnight on June 30, 2026. To ensure uninterrupted insurance coverage, the City Administrator authorized binding of the recommended policies effective 12:01 a.m. on July 1, 2026. Approval of this item ratifies that action and confirms the insurance program for the policy period ending at midnight on June 30, 2027.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,186,266.79	BUDGETED:	\$ 2,250,330.00
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	\$ 2,186,266.79	Insurance Reserve and Workers' Compensation	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the City Council FY 2027 approved budget to renew this coverage.

ADDITIONAL INFORMATION:

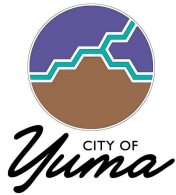
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Acting City Administrator: John D. Simonton	Date: 7/7/2026
Reviewed by City Attorney: Richard W. Files	Date: 7/6/2026



City of Yuma

City Council Report

File #: R2026-034

Agenda Date: 7/15/2026

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Police	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☒ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Patrol	☐ Unique & Creative	☐ Public Hearing

TITLE:

Intergovernmental Agreement: Yuma Union High School District No. 70 - School Resource Officer

SUMMARY RECOMMENDATION:

Authorize execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District No. 70 (District) for School Resource Officer (SRO) services that provides for the presence of SROs on District campuses. (Police/Patrol) (T. Garrity)

STRATEGIC OUTCOME:

This IGA supports the City Council's strategic outcome of Safe and Prosperous by assisting one of the City's regional partners with a uniformed officer presence on school campuses. This presence enhances campus security and provides resources to deter and investigate criminal activity.

REPORT:

The City of Yuma Police Department provides policing services to the Yuma Union High School District No. 70, which includes classroom instruction, mentoring and coaching of students, enhanced security on campuses, and rapid response to criminal activity.

This IGA is for a three-year term commencing upon the date of approval by the Yuma City Council and the District and ending June 30, 2029.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

This is a cost neutral program. The District reimburses the City.

ADDITIONAL INFORMATION:

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

NONE

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Acting City Administrator: John D. Simonton	Date: 07/06/2026
Reviewed by City Attorney: Richard W. Files	Date: 07/06/2026

RESOLUTION NO. R2026-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF YUMA AND YUMA UNION HIGH SCHOOL DISTRICT NO. 70, TO PROVIDE A SCHOOL RESOURCE OFFICER ON PARTICIPATING SCHOOL GROUNDS TO CONTRIBUTE TO A SAFE ENVIRONMENT CONDUCIVE TO TEACHING AND LEARNING

WHEREAS, the School Safety Program was established by Arizona Revised Statutes (“A.R.S.”) § 15-154 in 1994 for the purpose of placing School Resource Officers (“SRO”) and Juvenile Probation Officers (“JPO”) on school grounds to contribute to safe school environments conducive to teaching and learning; and,

WHEREAS, the Yuma Union High School District No. 70 (“District”) and the City of Yuma (“City”) 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 for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

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

WHEREAS, through this Agreement, the Yuma Police Department (“YPD”) will assign four SROs for successive 10-month periods to the District to perform the services listed in the agreement.

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

SECTION 1: The City Council finds entering into an intergovernmental agreement with Yuma Union High School District No. 70 for the purpose of placing an SRO on school grounds is in the public interest by promoting a safe and prosperous learning environment.

SECTION 2: On behalf of the City of Yuma, the City Administrator is authorized and directed to execute the document titled *Intergovernmental Agreement between Yuma Union High School District No. 70, which includes Yuma High School, Kofa High School, Cibola High School, and Gila Ridge High School, and The City of Yuma through the Yuma Police Department*, attached and incorporated into this Resolution by reference.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT NO. 70

(Yuma High School, Kofa High School, Cibola High School
and
Gila Ridge High School)

AND

CITY OF YUMA

THROUGH THE

YUMA POLICE DEPARTMENT

JULY 1, 2026 - JUNE 30, 2029 INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement ("Agreement") is entered by and between the Yuma Union High School District No. 70 ("District"), which is comprised of Yuma High School, Kofa High School, Cibola High School, and Gila Ridge High School and the City of Yuma ("City"), through the Yuma Police Department ("YPD"), each of which is a public agency of the State of Arizona as that term is defined Arizona Revised Statutes (A.R.S.) §11-951. The District and the City may be referred to individually as the "Party" or, collectively as the "Parties".

RECITALS

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 et. seq., and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter 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 District and the City desire to work in cooperation with one another to provide a safe learning environment for the District's students; and,

WHEREAS, through this Agreement, the District desires YPD to assign one police officer to each participating school for 10- month positions to the District to perform the services listed in Section 4.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement is effective as of the later date of approval by the Yuma City Council and Yuma Union High School District Governing Board ("Effective Date"), and shall **terminate** on **June 30, 2029**, provided the District approves funding annually through in fiscal year **2028-2029**.

2. RECOMMENDED QUALIFICATIONS OF OFFICER(S)

The recommended qualifications for the officer(s) selected for this position are as follows:

1. Desire to work with students, parents and educators.
2. Willingness to teach law-related education.
3. Supportive of and committed to prevention strategies.
4. Satisfactory employment history with supporting documentation.
5. Demonstrated effectiveness in working with youth.
6. Oral and written communication skills.
7. Ability to effectively interact and communicate with diverse set of individuals.
8. Willingness to attend law-related education (LRE) programs to meet the needs of the students.
9. Police officer with the City of Yuma Police Department.
10. AZPOST certified general instructor.

3. SELECTION PROCESS

- A. To the extent possible, YPD will assign an officer to the same school for a minimum of two (2) years. The selection process should identify officers who are best suited to the work as school resource officers ("SRO"). YPD shall select the SRO, and may, but is not required to, involve the District in the selection.
- B. Involving the school administration in the selection process after the final candidates have been selected by the YPD is important because:
 1. The school administrator can identify the needs of the school.

2. The school administrator can identify the type of personality that will work best in a specific school environment.
3. The school administrator can provide insights into what is required to be effective in the school community.
- C. Nothing in this Section shall or is intended to limit YPD's sole discretion to select and assigns the SROs.

4. SERVICES TO BE PERFORMED

- A. The District or the school shall provide office space that provides privacy for the SROs to conduct confidential business. The offices shall include the necessary equipment for an SRO to effectively perform his or her duties, including but not limited to, telephone, desk, chair, filing cabinet, up-to-date computer and printer, as provided in the grant.
- B. The role of an SRO at Yuma Union High School District No. 70 is as follows:
 1. The SRO is a sworn law-enforcement officer. When necessary, the SRO has the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the SRO's duties as a law enforcement officer. Once order is restored, however, the SRO's role as law-enforcement educator and role model is the more typical day-to-day role.
 2. The SRO will be involved in school policy violations only if a student's conduct violates the law.
 3. The SRO will serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
 4. The SRO will build a relationship with students, parents and staff that promotes a positive image of law enforcement.
 5. The SRO may provide classroom instruction in Law Related Education (LRE).
 6. The SRO should collaborate with classroom teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
 7. The SRO will keep a weekly activity log that tracks the number of reports taken, on-campus classroom instruction hours, and community projects. Situations that take an SRO off his or her assigned campus must also be logged.
 8. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.
 9. The SRO's duty is to investigate and enforce the laws of the City of Yuma and the State of Arizona. The SRO will not investigate or enforce violations of school rules or policies, unless a crime is involved
 10. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate success, and how to be a friend.
 11. The SRO will encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
 12. The SRO will show respect by treating students with respect and expressing high expectations for them.
 13. Report the total number of incidents that occur on the school grounds, at school bus stops, at stops for vehicles described in section 15-925, on school buses, on vehicles described in section 15-925 and at school-sponsored events and

that required the contact of a local, county, tribal, state or federal law enforcement officer pursuant to section 13-3411, subsection F, section 13-3620, section 15-341, subsection A, paragraph 30 or section 15-515. The total number of incidents reported shall include only those reported to law enforcement officers and supported by probable cause.

14. The SRO will not arrange for the utilization of additional officers at a planned school event, such as graduation ceremonies or football games, without the mutual agreement of the District and YPD. As part of the agreement to assign additional officers, the District and YPD may agree that some or all of the SRO's budgeted overtime hours may be used towards compensation of the additional officers.

5. SCHOOL SUMMER BREAK AND INTERSESSIONS

The SROs will be assigned to the District for a 10-month period, as specified below. Unless otherwise agreed upon in writing and signed by the District and the City, the SROs will return to the YPD for assignment during the summer break and intersessions set forth on the District's calendar for the relevant school year.

6. OFFICER AND ADMINISTRATOR TRAINING

Officers serving as an SRO for the first time must attend and successfully complete the basic School Resource Officer academy. All other SROs are encouraged to continue the development of their skills by annually attending advanced academies such as Arizona School Resource Officer Association or National Association of School Resource Officers, provided the training is within 300 miles of Yuma, AZ. SRO attendance at training will be mutually agreed upon by a District-level administrator and a Sergeant or higher within the School Services Bureau prior to registration.

7. PERFORMANCE EVALUATION

- A. The school administrator or his or her designee will provide the SRO and SRO's supervisor with feedback regarding the SRO's performance throughout the school year. The SRO's performance will be evaluated by the assigned SRO supervisor in accordance with City policy and procedures, and in conjunction with the school administrator or his or her designee.
- B. Any problem at the school between the SRO and his or her assigned school should first be addressed between the SRO and school administration. The school administration shall immediately notify the SRO's Sergeant of all problems between the school and the SRO and how the matters were resolved. If a resolution is not reached, the District and YPD shall attempt to resolve the problem in good faith. The SRO's Sergeant will maintain frequent contact with the principal and his or her administration to monitor and ensure the SRO complies with City policy and procedures.

8. FINANCE AND BUDGET

Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and paid as follows:

A. District Payment to YPD

The District shall pay the City up to the amount budgeted by the City for each SRO as set forth in Attachment A and incorporated by reference.

The City shall annually submit Attachment A to the District on or before **June 30th** each year this Agreement in effect.

The amounts set forth in Attachment A shall reflect the amounts due to cover each SRO's salary, employee related expenses (including but not limited to benefits, retirement, and SRO related training), and up to one hundred (100) hours of overtime pay per school year.

The City shall only invoice the District for hours an SRO spends at his or her assigned school, on sick leave, or for hours training in pertinent to SRO's duties as an SRO.

The City may not charge the District for the SRO's use of vacation days or personal leave time.

B. Payment Terms

The City shall send the District itemized invoices for each SRO within fifteen (15) days after the end of each quarter (the end of each quarter being March 31, June 30, September 30, and December 31) of each year this Agreement is in effect.

The District shall remit payment, which shall not exceed the aggregate amount specified in Attachment A.

The District shall pay the City within thirty (30) days of receipt of the invoice from the City.

If an SRO's salary increases during the term of this Agreement, the City shall pay all additional costs resulting from such increase.

C. Overtime Allocation and Approval

SROs must seek approval from the Principal or the Principal's Designee and the appropriate YPD supervisor before working on SRO-related overtime (i.e., matters pertaining to the school, its students, or its employees). The District shall pay one hundred percent (100%) of any SRO overtime worked as a result of SRO-related functions, not to exceed one hundred (100) hours per school year. The City shall pay one hundred percent (100%) of any SRO overtime that results from City-related or YPD-related activities (i.e., those matters that do not involve the school, its students, or its employees). The SRO and YPD shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

9. FUND ACCOUNTING

Funds distributed to the City shall be handled and accounted for in accordance with the regular operating procedures established by the City. Any interest earned on these monies

while in the possession of the City shall accrue to the City and may be used by the City for the SRO program.

10. REPORTING AND RECORDS

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement, or consistent with the Arizona State Retention Schedules, whichever is longer. The SROs shall establish and maintain procedures and controls that are acceptable to the City to ensure no confidential information obtained or maintained by the SROs is shared or released to persons other than the SROs, YPD or others carrying out its functions, or the City except as is necessary in the performance of the SROs' duties or as required by Arizona law.

Yuma Police Department will keep:

1. Weekly Activity Logs for each SRO.
2. Performance Assessment for each SRO.

11. MODIFICATION AND TERMINATION

- A. Termination: This Agreement may be terminated by either Party if in its judgment such action is necessary due to (a) funding availability or (b) either Party's non-compliance with this Agreement.

Any termination must be in writing, stating the reason therefore, and sent by certified mail. Termination is effective thirty (30) days following notice to the other Party. Upon termination of this Agreement, the Parties shall return any property to its original owner.

- B. Modification: Any modification to this Agreement shall not take effect unless in writing and signed by both Parties.

12. EMPLOYMENT STATUS OF SROs

Except as otherwise provided by law, in the performance of this Agreement, both Parties will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

The YPD will have the sole authority over:

1. The assignment of the police officer(s);
2. The determination of the SROs' hours;
3. Discipline of the SROs; and
4. The implementation of policies and procedures in the handling of law enforcement matters.

Notwithstanding the above, in the acknowledgment of the SRO's need to interact with students and to meaningfully participate in the educational and supervisory roles of an SRO, the District shall designate each SRO as a "school official in a legitimate need" pursuant to the terms of the Family Educational Rights and Privacy Act (FERPA), at 20 U.S.C. § 1232(g)

and 34 CFR Part 99. This designation shall allow the SRO to inspect any student records required by the SRO to carry out their duties. The SRO shall not secondarily disclose student records to the Yuma Police Department, unless such disclosure has the consent of the student's parent/guardian, it is necessary for a health and safety emergency, or is being disclosed by the law enforcement unit for a law enforcement purpose.

13. OFFICER CONDUCT AND REASSIGNMENT.

If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the YPD. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the YPD will immediately remove the officer from the District and reassign the officer in accordance with YPD policies and procedures to allow the YPD and/or the District to investigate the allegations. The YPD will attempt to assign a replacement officer to provide services to the District under this Agreement. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

14. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to the extent permissible under Arizona law 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 attorneys' fees) (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, officials, agents, employees, or volunteers.

15. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties to this Agreement.

16. INVALIDITY OF PART OF THE AGREEMENT

The Parties agree that should any part of this Agreement be held to be invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

17. GOVERNING LAW; VENUE

This Agreement shall be construed under the laws of the State of Arizona. The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona. The Parties hereby waive all provision of law for a change of venue in such proceeding in any other county.

18. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The YPD and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, as amended by State Executive Order 2023-01, and expanded by Executive Order 2023-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The YPD and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

19. DISPUTE RESOLUTION NOTICE

In the event a dispute for any reason arises, the Parties shall make a good faith effort to resolve the dispute pursuant to A.R.S. § 15-154(K), including meeting to discuss the matter within three (3) business days. To the extent required by A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising out of this Agreement that cannot be resolved by mutual agreement. Any dispute not resolved by mutual agreement or arbitration shall be decided in accordance with applicable Arizona laws.

20. CONFLICT OF INTEREST

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

21. STUDENT CONFIDENTIALITY

Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act (FERPA) and any subsequent amendments thereto.

22. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The Parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

23. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS

The Parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

24. WORKERS' COMPENSATION

An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

Pursuant to A.R.S. § 23-1011, each Party shall post a notice in substantially the following form:
"All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers' compensation."

25. NOTICE AND REQUESTS

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if:

- A. Personally delivered to the undersigned representatives listed below at the addresses set forth below;
- B. Within ten (10) days after being deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- C. Within seven (7) days after being prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a Party's counsel or other authorized recipient, the notice is deemed to have been received as set forth above, not the date its counsel or other authorized recipient received the notice.

City of Yuma

Attn: City Administrator
One City Plaza
Yuma, AZ 85364

And a copy to:

Yuma Police Department

Attn: Chief of Police
1500 South 1st Avenue
Yuma, AZ 85364

(signatures on the following page)

YUMA UNION HIGH SCHOOL

DISTRICT No. 70

Attn: Superintendent
3150 S Avenue A, Bldg. A
Yuma, AZ 85364

IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this _____ day of _____, 2026, upon resolution of the City of Yuma and Yuma Police Department approving this Agreement and authorizing its Administrator and Chief of Police to sign below:

City of Yuma

Agency: Yuma Police Department

By: _____

Jay Simonton

Title: Interim City Administrator

By: _____

Thomas Garrity

Title: Chief of Police

Attorney approval:

This Agreement has been reviewed according to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Yuma and Yuma Police Department.

By: _____

Yuma City Attorney

Dated this 10 day of June, 2026, upon resolution of the Yuma Union High School District Governing Board, approving this Agreement and authorizing its Superintendent to sign below:

Yuma Union High School District

Site Administrator

By: _____

Tim Brienza

Title: Superintendent

By: _____

Robert Jankowski

Title: Associate Superintendent

Attorney approval:

This Agreement has been reviewed according to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yuma Union High School District.

By: _____

Legal Counsel for the Yuma Union High School District

**SCHOOL RESOURCE OFFICER
SECURITY WORK FOR YUMA UNION HIGH SCHOOL DISTRICT**

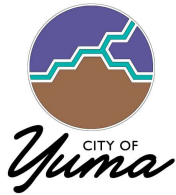
PROJECTION FOR FY26/27

EMPLOYEE NAME		HOURS WORKED	RATE OF PAY	WAGES 5101 5103	TOTAL WAGES	PENSION 5303 11.650%	FICA 5301 6.2000%	W/C 5305 3.3600%	MEDICARE 5302 1.4500%	MEDICAL INS. 5304	TOTAL ERE	TOTAL
Cale Thompson	Reg OT	2080.00	\$40.8521 \$61.2782	84,972.37	84,972.37	9,899.28	5,268.29	2,855.07	1,232.10	7,261.68	26,516.42	111,488.79
11 month Projection					77,894.17						24,307.60	102,201.77
Shawn Waymire	Reg OT	2080.00	\$40.8521 \$61.2782	84,972.37	84,972.37	9,899.28	5,268.29	2,855.07	1,232.10	7,261.68	26,516.42	111,488.79
11 month Projection					77,894.17						24,307.60	102,201.77
Jose Venegas	Reg OT	2080.00	\$40.8521 \$61.2782	84,972.37	66,462.03	7,742.83	4,120.65	2,233.12	963.70	7,212.00	22,272.30	88,734.33
11 month Projection					60,925.74						20,417.02	81,342.76
Ernie Mosqueda	Reg OT	2080.00	\$40.8521 \$61.2782	84,972.37	84,972.37	9,899.28	5,268.29	2,855.07	1,232.10	8,089.80	27,344.54	112,316.91
11 month Projection					77,894.17						25,066.74	102,960.91
TOTAL					321,379.13	37,440.67	19,925.52	10,798.33	4,660.00	29,825.16	102,649.68	424,028.81
					WAGES						TOTAL ERE	WAGES +ERE

TOTAL
Yuma Union High School District

Total Adjusted 11 months

		294,608.25	94,098.96	388,707.21
FY26/27	Projection for 11 MONTHS		91.67%	
				388,707.21



City of Yuma

City Council Report

File #: O2026-021

Agenda Date: 7/1/2026

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Municipal Court	☐ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION: Administration	☒ Respected & Responsible	☐ Ordinance - Introduction
	☐ Connected & Engaged	☒ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Compensation and Benefits for Presiding Municipal Judge

SUMMARY RECOMMENDATION:

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

STRATEGIC OUTCOME:

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

REPORT:

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

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

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

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

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

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

This amount is in the City Council approved budget.

ADDITIONAL INFORMATION:

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

NONE

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

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

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

ORDINANCE NO. O2026-021

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

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

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

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

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

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

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

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

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

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

Adopted this _____ day of _____, 2026.

APPROVED:

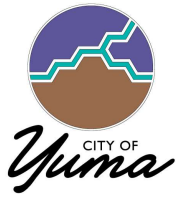
Douglas J. Nicholls
Mayor

ATTESTED:

Janet L. Pierson
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2026-022

Agenda Date: 7/1/2026

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Engineering	☐ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION: Engineering	☒ Respected & Responsible	☐ Ordinance - Introduction
	☐ Connected & Engaged	☒ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

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

SUMMARY RECOMMENDATION:

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

STRATEGIC OUTCOME:

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

REPORT:

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

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

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

This ordinance formalizes the City's acceptance of the right-of-way and authorizes City responsibility for ongoing operation and maintenance.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Acceptance of this right of way will result in the City assuming full responsibility for ongoing operations, repairs, and maintenance of this 2.5 mile roadway segment. No immediate capital expense is anticipated, but normal roadway maintenance activities will become a recurring obligation for the City's Streets Division.

ADDITIONAL INFORMATION:

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

NONE

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

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

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

PROJECTS: I-8-1(41)6
SECTIONS: ARABY
PARCELS: 14-114
BLM# A 609

EXEMPT PER A.R.S. 11-1134-A2

HIGHWAY EASEMENT DEED

THIS DEED made this _____ day of _____, 20 ____, by and between the **UNITED STATES OF AMERICA**, acting by and through the **Department of Transportation, Federal Highway Administration**, hereinafter referred to as **DEPARTMENT**, and the **CITY OF YUMA, a municipal corporation**, hereinafter referred to as the **GRANTEE**:

WITNESSETH:

WHEREAS, the **GRANTEE** has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 107(d)), for the right-of-way of a highway over certain federal land under the jurisdiction of the Department of the Interior – Bureau of Land Management, hereinafter referred to as Bureau of Land Management, in the State of Arizona; and

WHEREAS, the Arizona Division Administrator of the Federal Highway Administration, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for right-of-way for construction, operation and maintenance of the Yuma Multi-Modal Transportation Center, ADOT CAR No.: IGA 24-0009698-I, ADOT Project No. T0580 01C, TIP/STIP No. YU-22-11, AG Contract No. P0012024001728, ADOT Disposal D-SW-007, being a portion of the Eastbound Frontage Road (Gila Ridge Road) along Interstate 8 in Yuma, Arizona; and

WHEREAS, the Department of Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the **DEPARTMENT** of an easement over the land to the **GRANTEE**;

(continued)

NOW THEREFORE, the **DEPARTMENT**, as authorized by law, does hereby grant to the **GRANTEE** an easement for right-of-way for the construction, operation, and maintenance of a highway (including control of access thereto from adjoining lands, if interstate or other controlled access) and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land within the United States in the County of Yuma, State of Arizona, Gila and Salt River Meridian:

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTION</u>	<u>SUBDIVISION</u>
9 South	22 West	5	SW $\frac{1}{4}$ NW $\frac{1}{4}$
		6	Lots 1, 2, & 3, S $\frac{1}{2}$ NE $\frac{1}{4}$

As shown on the right of way plans for projects Project I-8-1(41)6 / Araby, on file in the office of the State Engineer at Phoenix, Arizona.

Subject, however, to the following terms and conditions:

1. This easement is subject to outstanding valid claims, if any, existing on the date of this deed, and the **GRANTEE** shall obtain such permission as may be necessary on account of any such claims;
2. Unless an alternative agreement is reached between the **GRANTEE** and **DEPARTMENT** and documented in writing and recorded in the office of the applicable County Recorder, the easement herein granted shall terminate 10 years from the date of execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such period;
3. The design, construction, operation and maintenance of highway projects situated on this right-of-way, will be in accordance with the provisions of Title 23, U.S.C. – Highways, and amendments; applicable State laws; the construction specifications of the Arizona Department of Transportation as approved by the Federal Highway Administration for use on Federal-aid projects; and the Memorandum of Understanding between the Arizona Department of Transportation and the Arizona Divisions of the Federal Highway Administration and the Bureau of Land Management, dated April 23, 2003, as amended.

(continued)

4. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any right for non-highway purposes or facilities: Provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23, U.S.C., and amendments, and the Federal Highway Administration Regulations issued pursuant thereto; or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration and **GRANTEE** shall be consulted prior to the exercise of such rights; and Provided further, that nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits [except that such signs shall not be located on the right of way of an Interstate System];
5. Grantee may not assign its rights hereunder without the proper written approval of the **DEPARTMENT** and the Bureau of Land Management.
6. When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the **GRANTEE** shall give notice of that fact to the **DEPARTMENT** and, Bureau of Land Management, the rights herein granted shall terminate and land shall immediately revert to the Department of Interior, or assigns.
7. Prior to reversion of termination of this easement, **GRANTEE** shall remove, within a reasonable time, any structures and improvements, and shall restore the site to a condition satisfactory to the BLM Field Manager, unless an alternative agreement is reached by both parties and documented in writing. If **GRANTEE**, within a reasonable period, fails to remove the structures or improvements and restore the area, or to implement the alternative agreement, the BLM Field Manager may order the removal and disposal of any improvements and restore the area at **GRANTEE** expense.

The **GRANTEE**, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

- a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such land hereby conveyed;

(continued)

- b. The **GRANTEE**, shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above-mentioned nondiscrimination conditions, the **DEPARTMENT** shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to the Department of Interior, or assigns, as such interest existed prior to this instrument.

(continued)

IN WITNESS WHEREOF, I, _____, Arizona Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By _____
Arizona Division Administrator

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for the State of _____, do hereby certify that on this the _____ day _____, 20____, before me personally appeared _____, Arizona Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of _____, 20____, was executed by him/her in his/her official capacity and by authority in her/him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be her/his free act and deed as Arizona Division Administrator, Federal Highway Administration.

Witness my hand and seal this _____ day of _____, 20____

Notary Public

(SEAL)

Commission Expires _____

(continued)

In compliance with the conditions set forth in the foregoing deed, the **CITY OF YUMA**, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Accepted this _____ day of _____, 20 _____.

By _____
City of Yuma

STATE OF ARIZONA)
) ss
County of)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she in his/her capacity as _____, City of Yuma, executed the same voluntarily on this day.

Given under my hand and seal of office this _____ day of _____, 20 _____.

Notary Public

(SEAL)

My Commission Expires _____

APPROVAL

This Highway Easement Deed has been reviewed by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Yuma. No opinion is expressed as to the authority of the remaining parties, other than the City or its departments, to enter into said agreement.

(Name)

City Attorney

Date

* * *

ADOT CAR No.: IGA 24-0009698-1
AG Contract No.: P0012024001728
Project Location/Name: Yuma Multi-
Modal Transportation Center
Type of Work: MMTC Development
Federal-aid No.: NA
ADOT Project No.: T0580 01C
TIP/STIP No.: YU-22-11
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: AZ SMART

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AGREEMENT ("Agreement") is entered into this date March 28, 2025, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. §§ 28-339 and 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. §§ 28-339 and 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), created multiple new federal grant programs for surface transportation purposes to be administered by the US Department of Transportation. IIJA is currently authorized through September 30, 2026. Congress may extend IIJA prior to passing a new long-term highway program authorization, and these extensions may extend the September 30, 2026 deadline.
4. The Arizona State Match Advantage for Rural Transportation funds (AZ SMART Funds) was established by the Arizona State Legislature in Laws 2022, Chapter 322 House Bill 2872 which became effective on September 24, 2022 to assist eligible cities, towns, counties and ADOT in applying for and winning Federal Grants for surface transportation projects.

5. The City was awarded AZ SMART Funds for match on the federal grant. The match funds which may be paid or reimbursed are restricted to those identified in the executed federal Grant Agreement (GA).
6. The City is the successful direct recipient of a 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant to transform the Hotel Del Sol into a Multi-Modal Transportation Center (MMTC) for the Yuma Region (the "Project"). The purpose of this Agreement is for the State to reimburse the City an amount not to exceed \$3,537,057 of eligible AZ SMART match funds for the Project, as shown on Exhibit A, and for the City to accept the abandonment of right of way of the east-bound frontage road (Gila Ridge Road) along Interstate 8 (I-8), approximately 2.5 miles, between the Engineering Stations, as depicted in Exhibit B.
7. After execution of this Agreement and with the approval of the State Transportation Board, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the area shown in Exhibit B to the City. The City agrees to waive the requirements of A.R.S. § 28-7209.
8. The foregoing Recitals and all Exhibits referred to in and attached are incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. To adhere to A.R.S. § 28-339.
 - b. The City will enter into a GA with FHWA that identifies the RAISE grant requirements, as shown on Exhibit C. The City will provide the GA and any changes made in the GA to ADOT in a timely manner which may require an amendment to this Agreement.
 - c. The City will coordinate with the State as requested by ADOT on the Project documents, reports, and activities.
2. The State will:
 - a. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Project costs, reimburse the City for eligible match on costs incurred, at the applicable prorata match detailed in the GA, in an amount not to exceed \$3,537,057, the amount of the AZ SMART Funds approved and programmed for the Project.
 - b. After execution of this Agreement and with approval by Resolution of the State Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit B.

3. The City will:

- a. Submit to ADOT for review, approval, and reimbursement, at least quarterly and no more than monthly, an invoice(s) on ADOT's Payment Report Form, Exhibit D, and documentation of payment for eligible costs incurred for the Project, less the City's prorata match, not to exceed \$3,537,057, the amount of AZ SMART Funds approved and programmed for the Project. Any costs incurred prior to the date of obligation of the federal grant are not eligible for reimbursement from the AZ SMART Fund.
- c. Enter into agreements with and make all payments directly to the required consultants and/or professional services for the Project.
- d. Submit to ADOT the Closeout Letter, as shown on Exhibit E, with the final invoice request.
- e. Waive the requirements of A.R.S. § 28-7209.
- f. After execution of this Agreement and with approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit B.

III. MISCELLANEOUS PROVISIONS

- 1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
- 2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of all Parties.
- 3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
- 4. Cancellation. This Agreement may be cancelled at any time by any Party prior to the exchange of any AZ SMART Funds and after 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs paid by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall have no further obligations to reimburse AZ SMART Funds to the City.
- 5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission,

professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for AZ SMART Fund Projects or the information submitted by the City. The City is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project(s) and for any claims due to delays, change orders or any other circumstances.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Single Audit. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
ADOT - FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov
9. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
10. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
11. Records. The Applicant is required to retain all books, accounts, reports, files and other records relating to this Agreement for a period of five years after the date of the final payment of AZ SMART Funds from ADOT. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT or the State Auditor General.
12. Audit. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of AZ SMART Funding.
13. Title VI. The Applicant acknowledges and will comply with Title VI of the Civil Rights Act of

1964.

14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The City shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
IPABranch@azdot.gov

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Southwest District
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007

City of Yuma
Attn: David Wostenberg
155 West 14th Street
Yuma, AZ 85364
928.373.4520
David.wostenberg@yumaaz.gov

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

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IGA 24-0009698-1

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 BUSHONG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement among the State of Arizona, acting by and through its Department of Transportation and the City of Yuma an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

By  Date 
RICHARD FILES
City Attorney

IGA 24-0009698-I

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By *Iqbal Hossain* Date 3/28/2025
F461CFD580FA4DD.
IQBAL HOSSAIN, PE
Acting Multimodal Planning Division Director

This Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. §§ 28-339 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

Signed by:
By *Daniel Berzin* Date 3/28/2025
8D316FBECFEB476...
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0580 01C

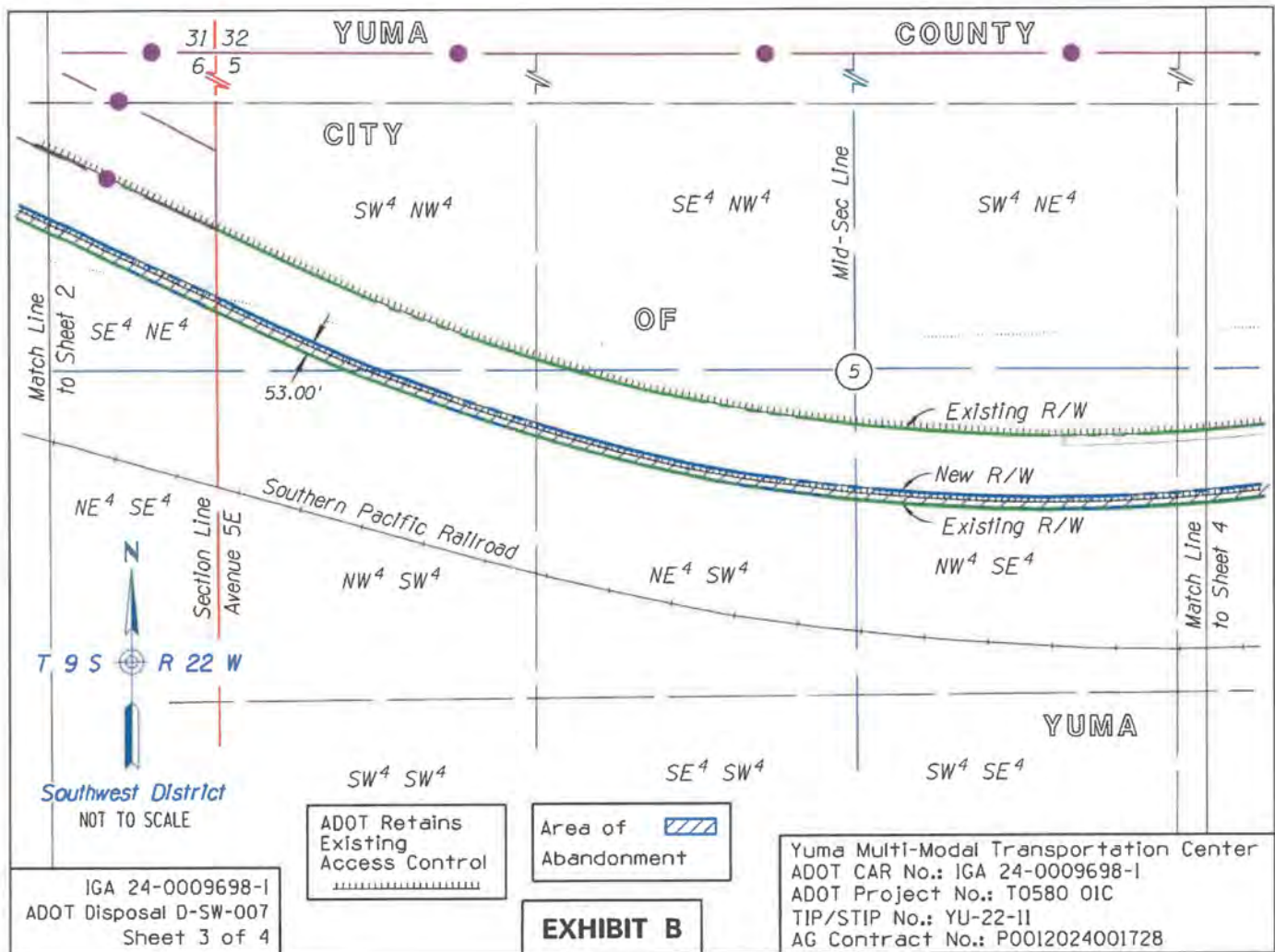
The Project costs are estimated as follows:

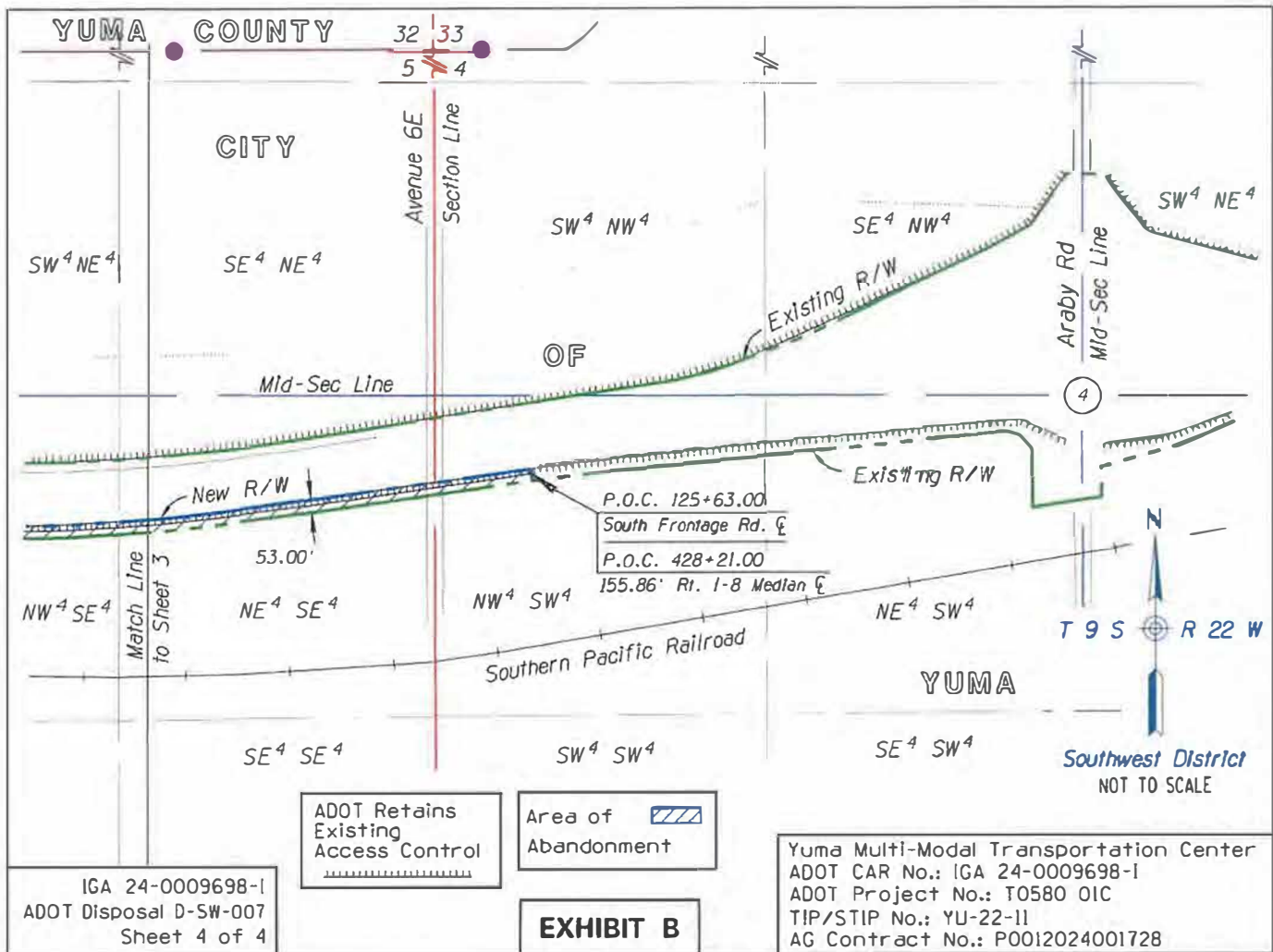
*** Grant Match:**

AZ SMART Funds @ 100%	<u>\$ 3,537,057</u>
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Total Federal Funds	\$ 3,537,057
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* AZ SMART match funds are reimbursable; as a result ADOT will not invoice the Local Agency for the AZ SMART funds.





U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2021 RAISE GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Yuma (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Yuma Multimodal Transportation Center.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FTA Projects,” dated June 7, 2022, which is available at <http://go.usa.gov/xJkjt>. Articles 8–31 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Yuma Multi-Modal Transportation Center

Application Date: July 12, 2021

2.2 Award Amount.

RAISE Grant Amount: \$10,614,225

2.3 Award Dates.

Budget Period End Date: 08/30/2029

Period of Performance End Date: 08/30/2029

2.4 Urban or Rural Designation.

Urban-Rural Designation: Rural

2.5 Capital or Planning Designation.

Capital-Planning Designation: Capital

2.6 Federal Award Identification Number. The USDOT identifies this award with the following federal award identification number:

AZ-2024-027

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project converts a historic building in downtown Yuma into a regional transfer hub and central, multi-modal transit center for commuter rail, intercity bus, local public transit, and ridesharing. The project includes a renovated pedestrian pathway to Amtrak, bus bays for Greyhound and Yuma Area Transit, transit administration offices, ticket counters and kiosks, a waiting area for taxis, van pools, private shuttles, and rideshare, as well as improved facilities for transit users.

3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Planned Finalization of Construction Documents and Drawings Date:	02/01/2025
Planned Construction Contract Award Date:	07/31/2025
Planned Construction Start Date:	08/15/2025
Planned Construction Substantial Completion Date:	01/31/2029
Planned Revenue Service Date:	03/31/2029
Planned Project Closeout:	09/30/2029

3.3 Project's Estimated Budget.

Eligible Project Costs	
RAISE Grant Amount:	\$10,614,225
Other Federal Funds:	\$476,872
Non-Federal Funds:	\$7,169,524
Total Eligible Project Cost:	\$18,260,621

Note: Other Federal Funds are FTA 5307.

ARTICLE 4 CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

None. The parties have not identified any project-specific critical milestone deadlines for this award. The Recipient acknowledges the USDOT may terminate this award under section 17.1(a) on some conditions related to the Project's estimated schedule, as listed in section 3.2.

ARTICLE 5 PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: GN4ZBTUNCN83

5.2 Recipient Contact(s).

Alex Tipton
CIP Manager
City of Yuma
155 W. 14th Street, Yuma, AZ 85364
928.373.4510
alex.tipton@yumaaz.gov

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 USDOT Project Contact(s).

Samuel Diaz
General Engineer
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(202) 366-3057
samuel.diaz@dot.gov

Charlene Lee Lorenzo
Senior Director, Southern CA Office
FTA – TRO-9 Southern California Office (SCO)
888 South Figueroa Street, Suite 440, Los Angeles, CA 90017-5467
(213) 202-3952
charlene.leelorenzo@dot.gov

**ARTICLE 6
USDOT ADMINISTRATIVE INFORMATION**

6.1 Payment System.

USDOT Payment System: ECHO

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: None

**ARTICLE 7
SPECIAL GRANT TERMS**

There are no special terms for this award.

ATTACHMENT A STATEMENT OF WORK

The new multimodal transportation center (MMTC) will be the primary regional transfer hub for all arriving and departing Amtrak and Greyhound passengers of the Yuma Region and will serve as YCAT's Downtown Transit Center. Additionally, this development will include office space and public service counters for the Yuma County Intergovernmental Transportation Authority (YCIPTA) staff, thus eliminating the need for riders to travel to multiple locations for transportation and ticketing services.

The MMTC will feature:

- New pedestrian pathway to Amtrak, bus bays for arriving and departing Greyhound and YCAT vehicles, YCAT On-Call Americans with Disabilities Act (ADA) paratransit, and waiting areas for taxis, van pools, rideshare and private shuttles traveling to various intercity destinations including, Phoenix Sky Harbor International Airport, Phoenix-Mesa Gateway Airport, Tucson, and Nogales, AZ., and locations in Mexico, etc. The one-stop MMTC will allow individuals to purchase tickets for Amtrak, Greyhound, and local bus services directly from YCIPTA or by using public ticketing kiosks. On-site security and assistance, restrooms, vendor space, water fountains and secure seating areas will be included in the development to accommodate passengers.
- The MMTC will also offer operator break facilities; bike racks, lockers, and a bicycle repair station to accommodate bicycling patrons; and free public parking accommodations.
- The second and third floors of the site will be left undeveloped. Any upgrades to the second and third floors using RAISE funding will only support the building's structural integrity and any electrical or mechanical upgrades needed to ensure the safety and security of the building and its occupants. Any additional modifications or development of the second and third floor will be funded separately through a public- private partnership as part of the City's aggressive downtown economic investment plan.

ATTACHMENT B ESTIMATED PROJECT BUDGET

1. Supplementary Fund Source Table(s)

Reserved. This attachment B does not contain any supplementary fund source tables.

2. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$3,877,261		\$3,877,261
Architectural and engineering fees	\$214,753		\$214,753
Other architectural and engineering fees	\$148,882		\$148,882
Project inspection fees	\$54,763		\$54,763
Site work	\$1,197,284		\$1,197,284
Demolition and removal	\$796,488		\$796,488
Construction	\$6,378,019		\$6,378,019
Equipment	\$162,037		\$162,037
Miscellaneous	\$2,964,845		\$2,964,845
Contingency	\$2,466,289		\$2,466,289
Project Total	\$18,260,621		\$18,260,261

ATTACHMENT C PERFORMANCE MEASUREMENT INFORMATION

Study Area: Yuma County Multimodal Transportation Center

Baseline Measurement Date: 05/15/2025

Baseline Report Date: 09/15/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equitable Access to Jobs (Total Jobs Accessible within 30 Minutes of Travel)	Economic Competitiveness and Opportunity, Quality of Life, Mobility and Community Connectivity Total jobs assessable within 30 minutes of travel may be disaggregated by mode (bicycles, pedestrians, transit, or rail) that best aligns with project purpose.	Annual
Unlinked Passenger Trips (Ridership) (Total Boardings per Year)	Mobility and Community Connectivity, Quality of Life Unlinked Passenger Trips (UPT) are the number of boardings on a public transportation vehicle during the year. The total for the project study area must be reported, but reporting can also be disaggregated by route, station, or facility. Reporting can also be disaggregated by rider characteristic to the extent that it is voluntarily reported by riders and aligns with a specific project purpose.	Quarterly

ATTACHMENT D CHANGES FROM APPLICATION

Scope: During the design phase of the project, it was determined that transforming the first floor of the Hotel del Sol provided numerous structural engineering and constructability challenges. The undertaking now includes removing the entire building except for the existing northern and eastern façade. The exterior elements (the northern and eastern façade) will remain in place, keeping the distinctive historic downtown Yuma characteristics. Prior to demolition, historic elements will be removed from the building, curated, and incorporated into a new lobby display open to the public.

Schedule: The design and preconstruction phase of the project experienced significant delays due to the project causing an adverse effect on the Hotel del Sol property. Therefore, there were extended conversations with the Arizona State Historic Preservation Office (SHPO) on the different options to preserve as many historical features of the building as possible. It was determined that the original design of rehabilitating and maintaining the existing Hotel del Sol structure was excessively destructive to the historic preservation effort and a new undertaking option of partial restoration was chosen.

The construction phase of the project has extended as well due to the various supply chain issues that the construction market has faced in recent years.

The table below compares the application schedule to the current schedule.

Milestone	Application Date	Section 3.2 Date
Planned Finalization of Construction Documents and Drawings Date:	11/18/2021	02/01/2025
Planned Construction Contract Award Date:	02/16/2022	07/31/2025
Planned Construction Start Date:	02/16/2022	08/15/2025
Planned Construction Substantial Completion Date:	04/12/2023	01/31/2029
Planned Revenue Service Date:	06/15/2023	03/31/2029
Planned Project Closeout:	09/30/2023	09/30/2029

Budget: The City of Yuma was able to secure additional state funding in the amount of \$3.6 million, through AZSMART funding, to provide matching funds assistance for the completion of the project. In addition, approximately \$476,000 in FTA 5307 funds were added to the project in order bring the total funds available to equal the updated total project cost.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
RAISE Funds	\$10,614,225	75%	\$10,614,225	58%
Other Federal Funds			\$476,872	3%
Non-Federal Funds	\$3,538,075	25%	\$7,169,524	39%
Total Future Eligible Project Costs	\$14,152,300	100%	\$18,260,621	100%
Total Project Costs	\$14,152,300		\$18,260,621	

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, the USDOT will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by USDOT before being included in the project costs and documented in this Attachment E. See section 20.3(b).

ATTACHMENT F CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
X	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The MMTC project protects the environment by shifting commuters to transit, eliminating multiple needs for travel, and providing amenities to bike commuters, thereby reducing fuel usage and vehicle emissions. In addition, it will help increase utilization of local transit services by providing one central hub for passengers of bus and rail transportation.

The transition of automobile passengers to rail and public transportation modes has a significant positive impact on the protection of the environment, reduction of pollution, and energy efficiency, with one primary benefit of the MMTC being a reduction of environmental emissions. Emission savings from the transition from automobiles to rail and buses also has benefits in the areas of fuel savings, highway and road safety, reduction of congestion, and highway and road maintenance.

ATTACHMENT G RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
d	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in Attachment A. <i>(Identify the relevant actions from Attachment A in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project is located in a Designated Area of Persistent Poverty, Census Tract #1, Opportunity Zone 04027000100. Of the residents in this Census Tract, 30.7% are below the poverty line as measured by the 2015-2019 5-year data series of the American Community.

Within the project area, Community Development Block Grant funds have been used to revitalize neighborhoods and renovate structures, including the proposed site of MMTC. Additionally, according to the U.S. Department of Housing and Urban Development – HUD Exchange, American Community Survey 2019 5-Year Low- and Moderate-Income Summary Data, the proposed MMTC site is located directly in Census Tract 1 with a current population base of 2,173 residents. Of the 2,173 residents, 978 (45% percent) are classified as persons below the poverty line.

The multi-modal investment creates connections and opportunities for communities that are underserved by the region's current transportation system. Historically residents of Hispanic, African American and Native America and other minorities have more often utilized the bus system.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF YUMA

9/9/2024 By: 
Date Signature of Recipient's Authorized Representative
John D. Simonton

Name
City Administrator

Title

Attest:


Signature
Lynda L. Bushong
City Clerk

Date 9.9.2024

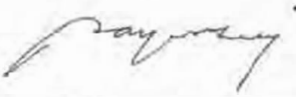
Approved as to form:

 9-9-2024
Signature Date
Richard W. Files
City Attorney

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

September 10, 2024	By: 
Date	Signature of USDOT's Authorized Representative
	Ray Tellis
	Name
	Regional Administrator Region 9
	Title

IGA 24-0009698, Exhibit D

ARIZONA DEPARTMENT OF TRANSPORTATION
PAYMENT REPORT

ADOT Project Number:	T0580	Program Phase:	01C	Federal Aid #:	
Payment Report Number:		Billing Period:		TIP ID #:	
JPA/IGA Number:	24-0009698	Final Payment:	☐ Check	Progress Payment:	☐ Check
Contract Amount:		Progress %:		Project End Date:	
Vendor ID:		GAE Number:			
Name of Project:	Yuma Multi-Modal Transportation Center				
Vendor (Sponsor):	City of Yuma				
REMIT PAYMENT TO (Address):	155 West 14th St, Yuma, AZ 85364				

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	DESCRIPTION	Previous Cumulative Amount	Current Request (Federal Share)	In-Kind (Local Share)	Cumulative Amount
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

I am signing to confirm and certify that the above referenced project is considered to be complete and accepted as Final, in accordance with FHWA requirements. All vendors have been paid in full.

Submitted By:

Project Sponsor

Date

Accumulative Federal Amount: \$ 0.00

Approved By:

ADOT Project Manager

Date

Accumulative Local Amount \$ 0.00

Approved By:

Date

Project Accumulative Amount \$ 0.00

Comments:

Accumulative Local NFA Amounts reported \$ 0.00

IGA 24-0009698
Exhibit E

AZ SMART Fund Project - SAMPLE CLOSEOUT LETTER TO ADOT

Place on Sponsoring Agency's Letterhead

***Note: All items in red should be removed and replaced with the required information prior to submission to the ADOT Multimodal Planning Division. Please email**

(Insert Date)

ADOT Multimodal Planning Division
AZ SMART Fund Program
1611 W Jackson
Phoenix, AZ 85007

Re: AZ SMART Project Closeout

ADOT Project Number:

Project Name:

Federal Discretionary Grant received or to be pursued:

COG/MPO:

COG/MPO TIP ID Number:

To Whom It May Concern:

The **(Insert sponsoring agency's name)** received the final deliverables on **(Insert date)** for the above referenced AZ SMART project.

The undersigned certifies that:

1. The work in the subject contract has been inspected for deficiencies;
2. The required project review was conducted by representatives of **(Insert sponsoring agency's name)**, **(Insert COG/MPO)** and ADOT on **(Insert date)** (if applicable);
3. The contractor has fulfilled all contractual obligations; and
4. The contractor was paid in full by **(Insert sponsoring agency's name)** on **(Insert date)**.

Attached is the following required documentation:

***Note: All Final Acceptance letters to the AZ SMART Fund Program will be returned *without* action unless all items listed below are submitted with this letter.**

- ☐ An invoice for the final eligible costs on the project;
- ☐ Documentation reflecting payment in full by **(Insert sponsoring agency's name)** to the contractor; and
- ☐ The project final acceptance letter from **(Insert sponsoring agency's name)** to the contractor.

Please consider this project as accepted and complete. Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Project Manager Name

Title

Agency

Address

City, AZ, Zip code

Phone Number

Email address

RESOLUTION NO. R2025-025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ARIZONA FOR THE YUMA MULTI-MODAL
TRANSPORTATION CENTER DEVELOPMENT**

WHEREAS, the City of Yuma (City) desires to enter into an Intergovernmental Agreement (Agreement) with the Arizona Department of Transportation (ADOT) for the Yuma Multi-Modal Transportation Center Development (Project); and,

WHEREAS, the Project lies within the jurisdiction of the City of Yuma; and,

WHEREAS, the City will request reimbursement from ADOT for match on the federal grant; and,

WHEREAS, the City will obtain ownership, jurisdiction, and maintenance responsibilities of Gila Ridge Road from Avenue 4E to Araby Road; and,

WHEREAS, the Parties agree that the completion of the Project is essential to public safety and public welfare and desire to cooperate in the completion of the Project; and,

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into this Agreement for the final design and construction of the project.

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

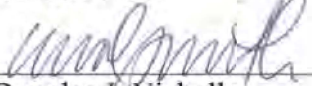
SECTION 1: The Agreement between ADOT and the City for the final design and construction of the Project for the benefit of the citizens and residents of Yuma, attached as Exhibit A and incorporated by reference, is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Agreement for and on behalf of the City.

SECTION 3: The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect this resolution.

Adopted this 19th day of March, 2025.

APPROVED:



Douglas J. Nicholls
Mayor

On Behalf of

ATTESTED:



Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney

ORDINANCE NO. O2026-022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, ACCEPTING OWNERSHIP, JURISDICTION, AND
MAINTENANCE RESPONSIBILITIES FOR THE EASTBOUND
INTERSTATE 8 FRONTAGE ROAD (GILA RIDGE ROAD), FROM
AVENUE 4E TO ARABY ROAD, AS ABANDONED BY THE ARIZONA
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Arizona Department of Transportation (ADOT), with approval of the State Transportation Board, will transfer ownership, jurisdiction, and maintenance responsibilities for the eastbound Interstate 8 frontage road (Gila Ridge Road), approximately 2.5 miles as depicted in Exhibit B of IGA 24-0009698-I; and,

WHEREAS, following such action, the City of Yuma (City) will accept ownership, jurisdiction, and maintenance responsibilities of the abandoned roadway segment, as stated in Section II(3)(f) of the Intergovernmental Agreement; and,

WHEREAS, the subject roadway lies within the jurisdictional planning area of the City, and its continued use and maintenance are essential to the public safety, traffic circulation, and welfare of the community;

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

SECTION 1: The City accepts ownership, jurisdiction, and maintenance responsibilities for the eastbound Interstate 8 frontage road (Gila Ridge Road), from Avenue 4E to Araby Road as described and depicted in Exhibit B of IGA 24-0009698-I. This acceptance shall take effect upon ADOT's formal abandonment and transfer action per State Transportation Board approval. The City further accepts and authorizes execution of Highway Easement Deed HED SW 007, establishing federal right-of-way necessary for this roadway segment in accordance with federal requirements.

SECTION 2: The City Administrator is authorized and directed to take all actions necessary to finalize the right-of-way transfer, including: recording and required documentation, plats, or notices; coordinating with ADOT regarding the abandonment descriptions and mapping; updating City inventory, GIS, and maintenance schedules accordingly. This authorization includes executing all documents associated with Highway Easement Deed HED SW 007 and performing all actions required to comply with the terms and conditions of the easement, including coordination with the Federal Highway Administration and the Bureau of Land Management.

SECTION 3: The City Council finds and declares that accepting maintenance and jurisdiction of the roadway serves a public purpose by ensuring safe transportation operations, improving multimodal connectivity, and supporting long-term roadway management.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM

Janet L. Pierson
City Clerk

Richard W. Files
City Attorney