



City of Yuma City Council Meeting Agenda

Wednesday, May 7, 2025

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

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

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

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

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

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

Final call for submission of Speaker Request Forms for agenda related items.

ROLL CALL

PRESENTATIONS

- Reading of Proclamation: National/International Water Safety Month
- Reading of Proclamation: Tourism Week
- Reading of Proclamation: Motorcycle Awareness Month

I. MOTION CONSENT AGENDA

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

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

1. [MC 2025-065](#) **Regular Council Meeting Draft Minutes February 19, 2025**
Attachments: [2025 02 19 RCM Minutes](#)
2. [MC 2025-066](#) **Special Worksession/Council Retreat Draft Minutes March 24, 2025**
Attachments: [2025 03 24 SWS Retreat](#)
3. [MC 2025-067](#) **Special Worksession/Council Retreat Draft Minutes March 25, 2025**
Attachments: [2025 03 25 SWS Retreat](#)
4. [MC 2025-068](#) **Regular Council Meeting Draft Minutes April 2, 2025**
Attachments: [2025 04 02 RCM Minutes](#)

B. Executive Sessions

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

C. Approval of staff recommendations:

1. [MC 2025-057](#) **Liquor License: EZ Shop Market**
Approve a Series #09: Liquor Store Liquor License application submitted by Marven Rahim, agent for EZ Shop Market located at 1334 S. 4th Avenue. (LL25-05) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments: [1. MAP Liquor License: EZ Shop Market](#)
2. [MC 2025-058](#) **Liquor License: The First Round**
Approve a Series #07: Beer and Wine Bar/Location Transfer Liquor License application submitted by Paul Varela, agent for The First Round located at 333 S. Main Street. (LL25-06) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments: [1. MAP Liquor License: The First Round](#)
3. [MC 2025-059](#) **Liquor License: FFranco, LLC DBA Sunshine Market & Liquor**
Approve a Series #09S: Liquor Store with Sampling Privileges Liquor License application submitted by Faris Makou, agent for FFranco, LLC DBA Sunshine Market & Liquor located at 1997 S. Ave B. (LL25-01S) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments: [1. MAP Liquor License: FFranco, LLC DBA Sunshine Liquor & Market](#)
4. [MC 2025-061](#) **Request for Qualifications Award: Architect and Engineering Services for Safe Streets for All**
Authorize the City Administrator to execute a professional services contract for Architect and Engineering Services for Safe Streets for All (SS4A) at a total cost of \$600,000, to Kimley-Horn and Associates, Mesa, Arizona. (Engineering-RFQ-25-156) (Dave Wostenberg/Robin Wilson)
5. [MC 2025-062](#) **Hazardous Waste Transport and Disposal**
Award a one year contract to the lowest qualified bidder for Hazardous Waste Transport and Disposal with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance for an estimated annual expenditure of \$110,000.00, to the following firm: Clean Harbors Environmental Services, Inc., Norwell, Massachusetts (Public Works-RFB-25-295) (Joel Olea/Robin R. 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. [R2025-033](#) **Intergovernmental Agreement: Somerton School District No. 11**

Authorize an Intergovernmental Agreement (IGA) with Somerton School District No. 11 (District) to jointly use a school safety interoperability system. (Information Technology) (Jeremy W. Jeffcoat).

Attachments:

[1. RES IGA: Somerton School District No. 11](#)

[2. AGMT IGA: Somerton School District No. 11](#)

2. [R2025-034](#) **Intergovernmental Agreement: Arizona Department of Transportation - South Frontage Rd. and Avenue 10E Project**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation for scoping services on the South Frontage Rd and Avenue 10E Project. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

Attachments:

[1. RES IGA: ADOT for S. Frontage Rd-Ave 10E Scoping Project](#)

[2. AGMT IGA: ADOT for S. Frontage Rd-Ave 10E Scoping Project](#)

3. [R2025-035](#) **Intergovernmental Agreement: Arizona Department of Transportation - Install Three Pedestrian Hybrid Beacon Crossings**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with Arizona Department of Transportation for scoping services to install three pedestrian Hybrid Beacon Crossings. This is a Highway Safety Improvement Program Funding (HSIP) project. (Engineering) (Dave Wostenberg)

Attachments:

[1. RES IGA: ADOT Application for 3 Hybrid Beacons](#)

[2. AGMT IGA: ADOT Application for 3 Hybrid Beacons](#)

4. [R2025-036](#)**Intergovernmental Agreement: Arizona Department of Transportation - Avenue B and 3rd Street Traffic Signal Project**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation for scoping services on the Avenue B and 3rd Street Traffic Signal Project. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

Attachments:[1. RES IGA: ADOT for Ave B and 3rd St Traffic Signal Project](#)[2. AGMT IGA: ADOT for Ave B and 3rd St Traffic Signal Project](#)5. [R2025-037](#)**Intergovernmental Agreement: Arizona Department of Transportation - Intersection of 32nd Street and Cielo Verde Drive Project**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to scope a safety countermeasure to install a traffic signal at the intersection of 32nd Street and Cielo Verde Drive. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

Attachments:[1. RES IGA: ADOT for 32nd St and Cielo Verde Dr.](#)[2. AGMT IGA: ADOT for 32nd St and Cielo Verde Dr.](#)6. [R2025-038](#)**Intergovernmental Agreement: Arizona Department of Transportation - Redondo Center Drive between 16th Street and I-8 Ramp Project**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to scope a safety countermeasure (Project) to realign the curves on Redondo Center Drive between 16th Street and I-8 Ramp. (Engineering) (David Wostenberg)

Attachments:[1. RES IGA: ADOT for Redondo Center Dr, 16th St to I-8 Ramp](#)[2. AGMT IGA: ADOT for Redondo Center Dr, 16th St to I-8 Ramp](#)

7. [R2025-039](#)**Order Improvements: Municipal Improvement District No. 128
Desert Sands Units 4-6 Subdivision**

Order Improvements for Municipal Improvement District (MID) No. 128 to serve Desert Sands Units 4-6 Subdivision, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 128 shall be assessed upon the properties in MID No. 128 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Planning & Neighborhood Svc./Community Planning) (Alyssa Linville)

Attachments:[1. RES Order of Improvements MID 128: Desert Sands Units 4-6](#)[2. EXH A Order of Improvements MID 128: Desert Sands Units 4-6](#)8. [R2025-040](#)**Order Improvements: Municipal Improvement District No. 131
Villa Serena Unit No. 2 Subdivision**

Order Improvements for Municipal Improvement District (MID) No. 131 to serve Villa Serena Unit No. 2 Subdivision, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 131 shall be assessed upon the properties in MID No. 131 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Planning & Neighborhood Svc./Community Planning) (Alyssa Linville)

Attachments:[1. RES Order Improvements MID No. 131: Villa Serena Unit No. 2 Subdivision](#)[2. EXH A Order improvements MID 131: Villa Serena Unit No. 2 Subdivision](#)

9. [R2025-041](#) **Intent to Create Municipal Improvement District No. 132: Butler Estates Unit 2 Subdivision**
Approve the creation of Municipal Improvement District (MID) No. 132 to serve Butler Estates Unit 2 Subdivision located at the southwest corner of E. 37th Street and S. Avenue 10E. (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

Attachments: [1. RES Intent to Create MID No. 132: Butler Estates Unit 2 Subdivision](#)
 [2. EXH A Intent to Create MID No. 132: Butler Estates Unit 2 Subdivision](#)
10. [R2025-042](#) **Intent to Create Municipal Improvement District No. 133: Kahuna Estates**
Approve the creation of Municipal Improvement District (MID) No. 133 to serve Kahuna Estates located at the southwest corner 24th Street and 33rd Drive (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

Attachments: [1. RES Intent to Create MID No. 133: Kahuna Estates](#)
 [2. EXH A Intent to Create MID No. 133: Kahuna Estates](#)
11. [R2025-043](#) **Intent to Create Municipal Improvement District No. 134: Butler Estates Unit 1 Subdivision**
Approve the creation of Municipal Improvement District (MID) No. 134 to serve Butler Estates Unit 1 Subdivision located at the southwest corner of E. 36th Street and S. Avenue 10E. (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

Attachments: [1. RES Intent to Create MID No. 134: Butler Estates Unit 1 Subdivision](#)
 [2. EXH A Intent to Create MID No. 134: Butler Estates Unit 1](#)
12. [R2025-044](#) **Preannexation Development Agreement: 9485 E. Stetson Street**
Authorize a Preannexation Development Agreement for the property located at 9485 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments: [1. RES PDA: 9485 E. Stetson Street](#)
 [2. AGR PDA: 9485 E. Stetson Street](#)
13. [R2025-045](#) **Lease Agreement: 1610 South Maple Avenue**
Authorize the City of Yuma to enter into a 3-year lease agreement with a new tenant at 1610 South Maple Avenue. (City Administration/Attorney) (Jay Simonton/Richard Files)

Attachments: [1. RES Lease: 1610 S. Maple Avenue](#)
 [2. AGMT Lease: 1610 S. Maple Avenue](#)

14. [R2025-046](#)**Memorandum of Understanding: Federal Bureau of Investigation**

Approve a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) to allow participation in the Joint Terrorism Task Force. (Police/ Administration) (Thomas Garrity)

Attachments:[1. RES Memorandum of Understanding: FBI](#)[2. AGMT Memorandum of Understanding: FBI](#)15. [R2025-047](#)**Economic and Historic Downtown Redevelopment Agreement: Hotel San Carlos of Yuma L.L.C**

Approve the Economic and Historic Downtown Redevelopment Agreement (Development Agreement) for the sale of the historic San Carlos Hotel and payment of \$300,000 to the City of Yuma. (City Attorney's Office) (Richard Files)

Attachments:[1. RES Hotel San Carlos of Yuma L.L.C. Development Agreement](#)[2. AGMT Hotel San Carlos of Yuma L.L.C. Development Agreement](#)**III. INTRODUCTION OF ORDINANCES**

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

1. [O2025-013](#)**Grant of Easement: 7th Street alignment between 21st Avenue and 24th Avenue**

Upon payment of the purchase price, authorize the City Administrator to sign and record the Grant of Easement described below. (Engineering) (David Wostenberg)

Attachments:[1. ORD Grant of Easement: Cafe Main Street](#)[2. DEED Grant of Easement: Cafe Main Street](#)2. [O2025-014](#)**Right-of-Way Vacation: 28th Street**

Vacate 28th Street right-of-way to Top Quality Products, LLC, a Delaware limited liability company. (Engineering) (David Wostenberg)

Attachments:[1. MAP Right-of-Way Vacation 28th Street](#)[2. ORD Right-of-Way Vacation 28th Street](#)

IV. PUBLIC HEARING AND RELATED ITEMS

1. [O2025-015](#)

Rezoning of Property: Near the Southeast Corner of Avenue 9E and 24th Street

The Planning and Zoning Commission recommends denial of this rezone request by a vote of 4-2. Public comment will be taken at the public hearing on May 7, 2025. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

[1. P&Z RPT: Rezoning near the SEC of Avenue 9E & 24th Street](#)

[2. Rezoning Concerns: Rezoning near the SEC of Avenue 9E & 24th Street](#)

[3. 2025 Patagonia Proposed Site Plan: Rezoning near the SEC of Avenue 9E & 24th Street](#)

[4. 2015 Patagonia Site Plan: Rezoning near the SEC of Avenue 9E & 24th Street](#)

[5. ORD: Rezoning near the SEC of Avenue 9E & 24th Street](#)

V. BUDGET DISCUSSION

Discussion and questions by City Council relating to the proposed FY2026 Budget

VI. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of April 17, 2025 through May 7, 2025. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

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

2. Scheduling:

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

VII. SUMMARY OF CURRENT EVENTS

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

VIII. CALL TO THE PUBLIC

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

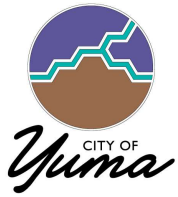
IX. EXECUTIVE SESSION

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

- A. Discussion, consultation with and/or instruction to legal counsel concerning potential litigation. (A.R.S. §38-431.03 A3, A4 & A7)
- B. Discussion, consultation with and/or instruction to legal counsel regarding the railroad crossing at 9E. (A.R.S. §38-431.03 A3 & A4)
- C. Discussion, consultation with and/or instruction to legal counsel regarding the potential sale of real property. (A.R.S. §38-431.03 A3, A4 & A7)

ADJOURNMENT

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



City of Yuma

City Council Report

File #: MC 2025-065

Agenda Date: 5/7/2025

Agenda #: 1.

Regular Council Meeting Draft Minutes February 19, 2025

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
FEBRUARY 19, 2025
5:30 p.m.

CALL TO ORDER

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

INVOCATION/PLEDGE

Pastor John Welcher, Immanuel Southern Baptist Church, gave the invocation. **Karla Bailey**, Assistant Director of Finance, led the City Council in the Pledge of Allegiance.

FINAL CALL

Mayor Nicholls made a final call for the submission of Speaker Request Forms for agenda related items from members of the audience.

ROLL CALL

Councilmembers Present:	Morales, Smith, McClendon, Morris, Watts, Martinez, and Mayor Nicholls
Councilmembers Absent:	None
Staffmembers Present:	Acting City Administrator, John D. Simonton Director of Finance, Doug Allen Senior Planner, Erika Peterson Director of Engineering, Dave Wostenberg Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

FY 2024 Audit Results

Allen introduced **Brian Hemmerle**, Lead Audit Principal with Baker Tilly, LLC, who presented the following information:

- Audit Results Summary
 - Audit was completed of the financial statements of the City of Yuma for the year ending June 30, 2024
 - The Financial Statement Audit Report is related to the Annual Comprehensive Financial Report
 - The City received an unmodified opinion
 - A clean opinion
 - No disclaimers of instances needed to be reported for financial statements
 - Government Auditing Standards Compliance Report
 - Report on compliance with laws, regulations, contracts, grant agreements, debt covenants
 - No instances of non-compliance
 - There was a restatement for the equity at the City for net position related to Transaction Privilege Tax at the end of the year

- Findings
 - A material weakness is a deficiency in internal control where there is a possibility that a material misstatement of the entity's financial statements will not be prevented, detected, or corrected in a timely basis. The following deficiencies were identified as material weaknesses:
 - Restatement of Transaction Privilege Tax (TPT) Sales Tax Revenue and Receivables
 - According to Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standard Board Statement 33, tax revenues and receivables should be recorded into the period in which they are earned and measurable
 - City TPT Sale Taxes are being recorded based on when the State collected the tax from the merchants
 - City TPT Sales Taxes should be recorded based on the period the underlying transaction occurred between the merchant and their customer
 - Accurate financial reporting is essential for providing reliable information to stakeholders and ensuring compliance with regulatory requirements
 - Material weakness which was identified in the prior year was remediated during the current year:
 - Prior year's Utility Revenue Accrual Finding
- Independent Auditors Responsibilities
 - Planning and performing the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. Reasonable assurance is a high level of assurance, but not an absolute level of assurance.
 - An absolute level of assurance would require testing of every transaction at the City, which is very time consuming and expensive
 - Under accounting and auditing standards, reasonable assurance is what is required by state statute
 - Assessing the risks of material misstatement of the basic financial statements whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting.
 - Performing appropriate procedures based upon our risk assessment
 - Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management
 - Forming and expressing an opinion based on our audit about whether the basic financial statements prepared by management, with the oversight of those charged with governance:
 - Are free from material misstatement
 - Present fairly in all material respects and in accordance with accounting principles generally accepted in the United States of America
 - Performing tests related to compliance with certain provisions of laws, regulations, contracts and grants, as required by Government Auditing Standards
 - Considering internal control over compliance with requirements that could have a direct and material effect on major federal programs to design tests of both controls and compliance with identified requirements
 - Forming and expressing an opinion based on our audit in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) about the entity's compliance with requirements described on the OMB compliance supplement that could have a direct and material effect on each of its major federal programs

- Baker Tilly's audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities
- Communicate significant matters related to the audit that are relevant to the responsibilities of those charged with governance including:
 - Internal control matters
 - Various controls have been tested with no reportable findings
 - Qualitative aspects of the City's accounting practice including policies, accounting estimates and financial statement disclosures
 - This can be found on Note 1 of the financial statements
 - No disagreements with management on the way accounting practices and policies are reported
 - Significant difficulties encountered
 - No difficulties to report
 - Disagreements with management
 - No disagreements to report
 - Circumstances that affect the form and content of the auditors' report and key audit matters
 - None noted
 - Audit consultations outside the engagement team
 - None noted
 - Corrected and uncorrected misstatements
 - One restatement reported for TPT Sales Tax Revenue Recognition
 - Other audit finding or issues
 - No other audit finding to report
- Non-Attest Services
 - The following non-audit services were provided by Baker Tilly:
 - Adjusting journal entries
 - Verified they are prepared correctly
 - Preparation of the auditee section of the Data Collection Form
 - A Data Collection Form is a single audit for any federal funds spent over \$750,000 within the year
 - A Governmental Accounting Standards (GASB) Board No. 34 conversion entries which are summarized in the "Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position" and the "Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities" in the financial statements was also done
 - Federal Single Audit and State Expenditure Limitations
 - City expended \$8,496,535 of federal funds in Fiscal Year 2024
 - Major programs were:
 - Community Development Block Grant
 - Formula Grants for Rural Areas and Tribal Transit Program
 - COVID-19 Coronavirus State and Local Fiscal Recovery Funds
 - City received an unmodified opinion on all federal major programs tested
 - Expenditure Limitation Examination Report
 - Required by the Arizona State Statutes
 - City's expenditure limitation was \$160,820,335 for Fiscal Year 2024

- The City used carryforward provisions to meet their expenditure limitation for Fiscal Year 2024
 - Please note, the City may not have enough carryforward provisions to allow the City to meet their future expenditure limitations without future action
- Report was issued to the Arizona State Auditor General's office timely
- Management Discussion and Analysis (MD&A) – Key Financial Highlights
 - The MD&A is an integral part of the Annual Comprehensive Financial Report
 - No opinions are provided on MD&A
 - Highlights from this year's MD&A are:
 - General Fund
 - Fund balance increased by \$8,670,235, net of an adjustment to beginning fund balance of \$2,745,659. This was mainly as a result of increases in tax revenue, intergovernmental revenue, charges for service, and interest
 - Enterprise Funds
 - Self-sustaining funds, the charges for services should cover the expenses for the year
 - Water fund – Operating revenues exceeding operating expenses by \$4.3 million, contributing to a positive change in net position of \$9.2 million
 - Wastewater fund – Operating expenses exceeded operating revenues by \$2 million for an operating loss. This was offset by net investment revenues of close to \$3 million and capital contributions of almost \$4.2 million, which contributed to a positive change in net position of \$4.9 million

Discussion

- The expenditure limitation is an amount set by the State of Arizona that lets the City know they cannot spend over the set amount each year. For many cities and towns, the amount of funds coming in are being spent and the money that is already there is not, so there is no overspending. This is not, and should not, be related to tax increases at all. (**Mayor Nicholls/Hemmerle**)

I. MOTION CONSENT AGENDA

Motion Consent Agenda Item C.3 – Bid Award: Traffic Management Center (Award a construction services contract for tenant improvements at the City of Yuma Public Works Building for a Traffic Management Center, to the lowest responsible bidder in the amount of \$270,382.46 to Merrill Development, Yuma, Arizona) (RFB-25-192) (Eng/Proc)

Mayor Nicholls declared a conflict of interest on Motion Consent Agenda Item C.1, due to his firm's involvement in preparing the plans for the bid, turned the meeting over to **Deputy Mayor Smith**, and left the dais.

Motion (Morales/Watts): To approve Motion Consent Item C.3 as recommended. Voice vote: **approved** 6-0-1, **Mayor Nicholls** abstaining due to conflict of interest.

Mayor Nicholls returned to the dais

Motion (Morris/Morales): To approve the Motion Consent Agenda as recommended, with the exception of Item C.3, which was adopted through a previous vote. Voice vote: **approved** 7-0.

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

Regular Council Meeting Minutes

December 18, 2024

Regular Council Meeting Minutes

January 14, 2025

B. Executive Session

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 Atty)

C. Approval of Staff Recommendations

1. Approve a Series #06: Bar Liquor License application submitted by Susan Hwang, agent for Mama Su Bar & Lounge located at 1893 E. 16th Street. (LL25-01) (Admn/ Clk)
2. Approve a Series #06: Bar Liquor License application submitted by Katherine Espinal, agent for Sun of a Gun Cigars located at 1651 S. Arizona Ave. (LL25-02) (Admn/ Clk)
3. Pulled for separate consideration; see above.
4. Award to the lowest responsive and responsible bidders for Turf Irrigation Supplies, a one-year contract with option to renew for four additional one-year periods depending on the appropriation of funds and satisfactory performance to Yuma Nursery LLC, Yuma, Arizona and SiteOne Landscape Supply, Cleveland, Ohio. (RFB-25-124) (Pks & Rec/ Purch)
5. Authorize the purchase of a Dump Truck and a Water Tank Truck utilizing a cooperative purchase agreement through Houston-Galveston Area Council, for an estimated expenditure of \$411,483.75 to Rush Truck Center of Yuma, Yuma, Arizona. (CPA-25-250) (Pks & Rec/Purch)
6. Award a one-year contract to multiple vendors for the purchase and delivery of Tires, Tubes, and Services under a State of Arizona cooperative purchase agreement. The contracts are renewable for four additional one-year terms, depending on the appropriation of funds and satisfactory performance at an estimated annual cost of \$270,000.00 (including tax) to: Active Tire LLC dba Ed Whiteheads Tire, Yuma, Arizona; Corcoran Tire & Recapping Company, Yuma, Arizona; East Bay Tire Company, Yuma, Arizona; Purcell Tire & Rubber Company, Yuma, Arizona; Majco LLC dba Big Brand Tire and Service, Yuma, Arizona. (CPA-25-253) (Publ Wks/ Purch)
7. Award a one-year contract for Physical Exams and Occupational Health Services, with the option to renew for four additional one-year periods, at an estimated annual expenditure of \$149,316.00, depending on the appropriation of funds and satisfactory performance to Professional Health Services, Inc., Broomall, Pennsylvania. (RFP-25-084) (Fire/ Purch)
8. Authorize the retirement and transfer of ownership of Yuma Police Department canine to the assigned handler. (YPD)

II. RESOLUTION CONSENT AGENDA

Motion (Smith/McClendon): To adopt the Resolution Consent Agenda as recommended.

Bushong displayed the following title(s):

Resolution R2025-012

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving a Memorandum of Understanding between the City of Yuma and Marine Corps Air Station, Yuma, Arizona for Law Enforcement Jurisdiction and Procedures (to allow the Yuma Police Department to investigate criminal activity and take law enforcement action aboard MCAS Yuma) (YPD)

Resolution R2025-013

A resolution of the City Council of the City of Yuma, Arizona, approving and authorizing an Intergovernmental Agreement with the Crane Elementary School District No. 13, regarding the delivery of storm water from a retention basin to a soccer field at Mesquite Elementary School. (outlines the terms/conditions of City stormwater discharge from the La Quinta retention basin onto the school district's property) (Eng)

Roll call vote: **adopted** 7-0.

III. ADOPTION OF ORDINANCES CONSENT AGENDA

Motion (Morales/Smith): To adopt the Ordinances Consent Agenda as recommended.

Bushong displayed the following title(s):

Ordinance O2025-004

An ordinance of the City Council of the City of Yuma, Arizona, authorizing the acceptance of gift property (acceptance of real property from The Jacobson Companies, Inc. for access and utilities to new property for The Church of Jesus Christ of Latter-day Saints temple) (Eng)

Roll call vote: **adopted** 7-0.

IV. INTRODUCTION OF ORDINANCES

Bushong displayed the following title(s):

Ordinance O2025-003

An ordinance of the City Council of the City of Yuma, Arizona, authorizing the acceptance of gift property (south half of City 48th Street gifted through Yuma Sunshine Investments) (Eng)

Ordinance O2025-005

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code rezoning certain property located in the Agriculture (AG) District to the Limited Commercial (B-1) District, and amending the zoning map to conform with the rezoning (for development of medical facilities) (Plng & Nbhd Svcs/Cmty Plng)

V. PUBLIC HEARING

Mayor Nicholls opened the public hearing at 5:50 p.m.

MC 2025-023 – Public Hearing: Biennial Development Fee Audit (Conduct a public hearing on the Development Fee Biennial Certified Audit in accordance with Arizona Revised Statutes (A.R.S) § 9-463.05 and Yuma City Code § 157.05) (Fin/Eng)

Hemmerle presented the following information:

- Biannual audit of the developer impact fees is required by Arizona Statute (A.R.S.) § 9-463.05 section G.2 and Yuma City Code § 157.05
 - To provide for the Biannual Certified Audit of the City's Land Use Assumption, Infrastructure Improvement Plan and Development Impact Fees
 - Steps to confirm statute requirements are being met:
 - Select a sample of 40 receipts related to the Infrastructure Improvement Plan and determine if the fees were charged in accordance with the authorized Infrastructure Improvement Plan fee schedule
 - No exceptions on 40 receipts, they were all correct
 - Recalculate fees for a sample of 40 transactions related to the City's Infrastructure Improvement Plan to determine that each developer unit is charged the same rate as another equivalent developer unit to demonstrate in equities and level of service as interpreted by the City's management
 - No exceptions found
 - Select a sample of 40 expenditures related to the City's Infrastructure Improvement Plan and determine that the expenditures were associated with an approved project for the Infrastructure Improvement Plan
 - No exceptions found

William Katz, in-house counsel for Halls General Contractor, LLC, spoke in regard to the audit results and asked the City to reject the audit because he believes the audit is not in compliance with Arizona Statute (A.R.S.) § 9-463.05. Section G.2. The statute requires the auditor look at Land Use Assumptions, track Land Use Assumptions, and give the City input as to the Land Use Assumptions passed in 2019, and according to **Katz** these requirements were not met along with other stipulations in the statute. As a result, the Halls General Contractor, LLC will be entering an objection to the audit.

Mayor Nicholls requested **Katz** email him the information he had regarding previous Biennial Development Fee audits to compare with the current audit, and verify the City is complying with the statute. **Katz** agreed to email the information to the Mayor.

Motion (Morales/Watts): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 5:56 p.m.

Discussion

- There are two ways to conduct the Biennial Development Fee audit. One way is to hire an advisory tax and assurance firm, like Baker Tilly, to conduct an audit by looking into financial transactions. The other is hiring an engineering firm to come in and look into the progress of infrastructure plans and verify the requirements of the audit statute are being met. Baker Tilly's Certified Public

Accountants (CPA's) do not have the expertise or licensing to say whether a development plan is meeting its progression according to the statute. (**Mayor Nicholls/Hammerle**)

- There will be no action from City Council on the audit; it is for informational purposes only, therefore it is technically not being accepted. It would be good to have a third opinion to make sure the audit process is correct. (**McClendon/Mayor Nicholls**)
- The information presented tonight is for Mayor and City Council. A follow-up can be done if requested. (**Simonton/Mayor Nicholls**)
- A public hearing is held 60 days after the audit is done; if a modification needs to be made the same process will be followed. (**Morris/Allen**)
- The third opinion is administrative, indicating that the audit results do not need to go before City Council, unless there is a change. If there is a change, a public hearing will be held once again, and the 60-day clock will start again. (**Simonton/Morales**)

Resolution R2025-014 – Major General Plan Amendment: Café Main Street Properties, LLC (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to Commercial, for the property located west of the W. 7th Street and S. 21st Avenue intersection) (Plng & Nbhd Svcs/Cmnty Plng)

Mayor Nicholls opened the public hearing at 6:02 p.m.

Peterson presented the following:

- Case Summary
 - General Plan Amendment for the property located at the West 7th Street and 21st Avenue intersection
 - Proposed Change: Low Density Residential to Commercial
 - Area: undeveloped, approximately 4.18 acres
 - Surrounding Land Uses:
 - North – Pecan Grove Elementary School
 - South – Company housing
 - East – Single-family homes & Desert Palms Motor Home (HM) & Recreational Vehicle (RV) Park
 - West – Single-family residence and City of Yuma retention basin
 - Development Potential
 - Proposed project – Pursue a rezone for future company housing
 - Neighborhood meeting held on site, with no one from the public in attendance
 - Staff received a phone call from a neighboring property owner inquiring about the request and the notification they received; the request was explained to the neighboring property owner, and he had no further questions
 - On January 13, 2025, the Planning and Zoning Commission recommended approval of this request

Motion (Smith/Morales): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 6:04 p.m.

Discussion

- This type of housing is needed in Yuma, and it is good to see this amendment come through for approval. (Smith)
- Conditions are set at the rezone stage; once that stage is reached traffic and circulation will definitely be looked at. (McClendon/Peterson)
- The applicant is aware of the impact of traffic and the cars parked on both sides of the road on 21st Avenue, and on 24th Avenue, and has noted the information. (McClendon/Peterson)
- On-site parking based on the number of units is required by the Company Housing Development Standards. It is also required to have parking for busses or in situations where carpooling vans are used. (Morris/Peterson)
- In the future this housing development could transition to a different type of housing if the applicant chose to change it, but the development standards specify how much parking would be required based on the number of units. (Morris/Peterson)
- A Traffic Impact Statement (TIS) will be required when rezoning the property. The TIS will illustrate how the owner plans on transporting people in and out of the complex, how many trips are planned, and what the peak hours of those trips are going to be, to help find traffic patterns of daily operations. (Morris/Wostenberg)
- Once the property is rezoned to Commercial, only one traffic study is done. If the property transitions in the future to apartments, for example, the traffic study will remain the same causing a different traffic pattern and different volume of traffic. (Morris/Wostenberg)
- In the predevelopment meeting, it was discussed that people driving up from San Luis and then catching the bus to work and not living in the complex will park on-site at the complex. This will require the property to open up their gates to prevent vehicles parking along the side of the road. (McClendon/Wostenberg)

Motion (Morris/Smith): To adopt the Resolution R2025-014 as recommended.

Bushong displayed the following title(s):

Resolution R2025-014

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to change the land use designation of approximately 4.18 acres west of the W. 7th Street and S. 21st Avenue intersection from Low Density Residential to Commercial (rezoning for the development of company housing) (Plng & Nbhd Svcs/Cmtty Plng)

Roll call vote: **adopted** 7-0.

Resolution R2025-015 – Major General Plan Amendment: Calle Ocho Properties, LLC (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to Commercial, for the property located at 764 S. 21st Avenue) (Plng & Nbhd Svcs/Cmtty Plng)

Mayor Nicholls opened the public hearing at 6:11 p.m.

Peterson presented the following:

- Case Summary
 - Major General Plan Amendment for the property located at 764 South 21st Avenue
 - Propose Change: Low Density Residential to Commercial
 - Area: Approximately 4.3 acres
 - Property is currently developed with 21 buildings used for company housing. Additionally, there is a garage, an indoor recreation facility and a laundry area on the property
 - Applicant's intent is to pursue a rezoning for a portion of the site which is zoned High Density Residential to General Commercial which would match the remaining portion of the property
 - Access to the site is provided off 21st Avenue
 - A neighborhood meeting was held on site, no neighbors from the public were in attendance
 - Staff did not receive any additional phone calls or questions regarding the request.
 - Surrounding Land Uses:
 - North – Undeveloped
 - South – Retail, storage, restaurant, barbershop
 - East – Desert Palms MH & RV Park, corner market
 - West – Family dollar
 - Development Potential:
 - No new development is proposed at this time
 - Rezone the portion that is zoned High Density residential to the General Commercial District.
 - On January 13, 2025, the Planning and Zoning Commission recommended approval of the request

Motion (Smith/Morales): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 6:13 p.m.

Motion (Smith/Morales): To adopt the Resolution R2025-015 as recommended.

Bushong displayed the following title(s):

Resolution R2025-015

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to change the land use designation of approximately 4.3 acres located at 764 S. 21st Avenue from Low Density Residential to Commercial (change the land use designation to General Commercial District (B-2) resulting in a single zoning designation for the property) (Plng & Nbhd Svcs/Cmty Plng)

Roll call vote: **adopted** 7-0.

VI. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Appointments

Motion (Morales/McClendon): to appoint Walt Schumacher to the Water and Sewer Commission, with a term expiration of December 31, 2029. Voice vote: **approved** 7-0.

Motion (Morris/McClendon): to appoint Joe Wehrle to the Design and Historic Review Commission, with a term expiration of December 31, 2026. Voice vote: **approved** 7-0.

Announcements

Smith, Morales, Martinez, and Mayor Nicholls reported on the following meetings attended and upcoming events:

- Ride along with the City of Yuma Fire Department
- Silver Spur Rodeo Parade
- Amberly's Place 25th Anniversary Gala
- Yuma Water Safety Alliance Meeting
- Yuma County Chamber of Commerce Good Morning Yuma
- Arizona Capitol Times Morning Scoop Podcast
- Meeting with Yuma Police Chief Garrity
- Honeywell Aerospace Technologies Meeting
- League of Arizona Cities and Towns Executive Committee Meeting
- Tour of Special Airforce Unit at Marine Corp. Air Station – Yuma
- Rural Development Council Virtual Meeting
- Federal Funding Briefing held Virtually by the Arizona Governor's Office

Scheduling - No meetings scheduled at this time.

VII. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- February 22nd & 23rd – BBQ & Brew Festival
- February 22nd – Archery Tournament Spring 2025
- February 22nd – Kids at Hope Concert Featuring Neal McCoy
- February 22nd – 24th Annual Yuma Child Burn Survivor Benefit Golf Tournament

Simonton informed Mayor Nicholls and City Councilmembers that a resolution is being prepared to memorialize the naming of a portion of Highway 95 in honor of former Councilmember Gary Knight.

VIII. CALL TO THE PUBLIC

Delsa Dixon, City resident, spoke on behalf of Beverly Cade, the National Association for the Advancement of Colored People (NAACP) Local Chapter 1016 President, and extended an invitation to the Mayor and City Councilmembers to attend a Black History Month Celebration honoring Yuma educators. The event will be held on February 22, 2025, at the Martin Luther King Jr. Youth Career Center.

William Katz, City resident, spoke regarding water and sewer system development fees collected by the City of Yuma from developers of new construction. He would like to know how the fees collected are being spent, and why the collection of fees is not currently on the 2019 Infrastructure Improvement Plan (IIP).

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:27 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

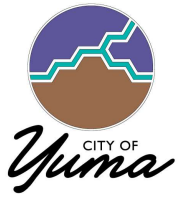
APPROVED:

Douglas J. Nicholls, Mayor

DRAFT

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-066

Agenda Date: 5/7/2025

Agenda #: 2.

Special Worksession/Council Retreat Draft Minutes March 24, 2025

MINUTES
SPECIAL WORKSESSION~~CITY COUNCIL~~ **RETREAT**
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
COCOPA RESORT AND CONFERENCE CENTER
15268 S. AVENUE B, SOMERTON, ARIZONA
March 24, 2025
9:00 a.m.

CALL TO ORDER

Mayor Nicholls called the Special Worksession/Council Retreat to order at 9:35 a.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, Jay Simonton
Deputy City Administrator, Jenn Reichelt
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong
Deputy City Clerk, Janet L. Pierson
Mayor's Chief of Staff, Kathy Moon

The retreat was facilitated by Nicole Lance, CEO, Lance Strategies.

I. WELCOMING COMMENTS

Welcoming comments were made by **Mayor Nicholls, Simonton**

II. COUNCIL DYNAMICS AND STRATEGIC CONVERSATIONS

Lance started the morning with a few icebreaker exercises designed to gauge how City Council/City staff is showing up, their mood for the day, and to engage them in conversation by asking them to answer one of three pre-selected questions.

City Council/City Staff was then asked about a "Win" they would like to see out of this retreat. Responses included:

- Clear direction from City Council
- Are we meeting City Council's expectations
- Innovative ideas
- Look back 12 months from now and seeing what was accomplished out of the retreat
- Understand role and work as a team
- Better communication.
- Affirmation of where we have been and building on that into the future
- Continue to see things discussed during the retreat getting done
- Clear, defined set of initiatives that the group agrees on and a goal at hand
- Building trust amongst each other

Lance went over Polarities and the Overview of the Process for the next two days.

Polarities

Efficient pace	↔	In-depth discussions
Diverse perspectives	↔	Strong points of view
Ensuring clarity	↔	Tolerating ambiguity
Large group discussion	↔	Individual processing
Concrete work output	↔	Background & theory
Strategic/long-term focus	↔	Operational/immediate

Overview of the Process

Today

- Connectivity & Communication
- Policy/Administration – Structure & Strategy
- “What’s working well?”
- Strategic Conversations
- Prep for an efficient tomorrow

Tomorrow

- Review of Strategic Plan: “add, edit, delete”

The group participated in a translation exercise which illustrated the importance of context and saying what you really mean as everyone interprets things differently. Staying out of judgement.

CONNECTIVITY & COMMUNICATION

- **Lance** directed City Council through the 4 Goals of Extraordinary Dialogue
- Takeaways and critical thinking points included:
 - Defense modes: offense and defense – stay out of either perception
 - Mastering your story: Did you tell yourself a story without facts or perceptions? What meaning are you adding to the action you observed? What can you add to clarify the story in order to move on, what can you do to help get to a point where both parties better understand

- Question the stories in your mind versus the actual events that took place (facts): Why would a reasonable, rational person do or say this? What's your role in the conflict?

4 Goals of Extraordinary Dialogue

1. Learn
(Mind The Illusion of Certainty)
2. Find the Truth / Best Path Forward
(Monitor Perception vs. Reality)
3. Produce Results
(Are we moving towards action?)
4. Strengthen Relationships

POLICY/ADMINISTRATION – STRUCTURE & STRATEGY

- **Lance** shared some slides from the International City/County Management Association on the Council-Manager form of government including the purpose of Strategic Plans.

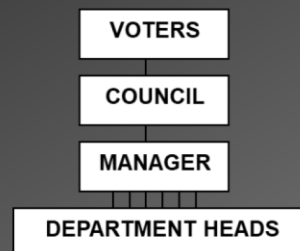
COUNCIL/MANAGER FORM OF GOVERNMENT

COUNCIL

→ Governing body, elected by public

→ Primary duties

- Policy setting
- Approving Budget
- Setting tax rates



COUNCIL/MANAGER FORM OF GOVERNMENT

MANAGER/ADMINISTRATOR

→ Chief Administrator, appointed by Council

→ Primary duties

- Administration (CEO)
- Chief Advisor to the Council
- Day-to-day operations
- Prepare budget
- Personnel management

— EST. 1924 —
**CODE OF
ETHICS**

ICMA

Mayor & Council

→ "...the elected officials are the legislative body and the community's policy makers. Power is centralized in this body... The elected officials also focus on the community's big-picture goals..."

→ "The Mayor is the public face of the community who presides at meetings... facilitates communication and understanding between elected and appointed officials, and assists the governing body in setting goals and advocating policy decisions."

ICMA

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

COUNCIL/MANAGER FORM

→ "... the elected body has the ultimate authority to adopt policies and establish outcomes to which the manager/administrator is beholden."

→ "...the manager has ultimate authority to determine how government operates in order to achieve the outcomes within the designated policies & budget adopted."

→ "...the manager must have authority to determine how to operate government so they can be held accountable for outcomes."

ICMA

INTERNATIONAL CITY/COUNTY
MANAGEMENT ASSOCIATION

From: Authority v. Power by Jason Grant, Director of Advocacy for ICMA

Strategic Plans

- High-level policy focus
- Strategic, not operational
- Focused, not all-encompassing
- Broad areas of emphasis, desired outcomes, task-level action items

WHAT IS WORKING WELL?



Lance asked the City Council their thoughts on what is working well / what is making this happen:

- Cohesive group that collectively shows up and works well together / the voters picked some good people; the City Administrator is very communicative and gets City Council what they need.
- Availability of staff; City Council gets along well / more people running for City Council.
- Willingness to learn; assistance from other City Council members; acknowledgment of a job well done from other City Council members; City Council works well together and in the community / They are here for the right reasons; we realize you cannot get everything done as one person;
- Mutual respect; communication; unity in accomplishing goals; support / listening

- City Council is engaged and does their due diligence; City Council relates to the community / a Mayor that allows you to speak/have a dialogue until everything is spoken about; ability to say what is on mind
- Internal and external communication; diversity and respect of other's thoughts; unity after the vote / willingness to hear and answer questions.
- Everyone has been welcoming
- Respect that City Council gives to staff – impacts morale

STRATEGIC CONVERSATIONS

City Council was then asked what could make things work better and the following common challenges were discussed:

Common challenges

- Getting items on the agenda
- Travel/events
- Staying informed/partnering with the Administrator (1:1s, communication)
- Staying committed to the Strategic Plan
- *What else could be better?*

GETTING ITEMS ON THE AGENDA

- Items that City Council request to be placed on an agenda are usually added within 3 meetings or sooner; Sometimes an item just needs a one-on-one discussion; staff has been very engaging and helpful; the City Administrator facilitates when necessary.
- City Council is given the opportunity to request items during each City Council meeting as well
- Giving the Mayor/Deputy Mayor a heads-up as a courtesy is appreciated as facilitating the meeting can be tough.
- The City Administrator will provide the requested information or get it on an agenda.

TRAVEL/EVENTS

- Local events are community building events; travel to the League and outside the City is orchestrated/prepared though City staff. There is no travel involved on local events; the League events and the trip to the Capitol are prepared travel events.
- Local events typically are great; travel events can improve a little, for example Day at the Capitol

- Certain travel trips are in mind when putting together the City Council budget; currently there is no process for individual travel; Council strives to be conservative
- Discussed how much is budgeted and what trips are included in that budgeted amount; staff can research other municipalities to see what processes they have in place
- Appreciates that City Council is and wants to be visible; Usually means buying two tables for community events; If you are committed to attending an event, show up or let someone know so the spot does not go empty

DAY AT THE CAPITOL

- A good event but more preparation for the City Council is needed such as knowing what the City is requesting from our legislators.
- Each Councilmember has a strong background and would like to see key points for better preparation
- Day at the Capitol has many moving parts; Taking advantage of the time and getting key points across in that timeframe gets tricky; Struggling to see how it can be improved; Supports the point of making sure everyone knows what is being talked about.
- Noting next to each item who the Mayor can call on if the opportunity presents itself
- ⊖ The Mayor does a phenomenal job being the spokesperson for the City Council
- Would like to feel that all of City Council is contributing to the day
- Maybe plan a discussion, like was done for the League Conference, where City Council met the week before to discuss who will go where; Possibly hold the discussion at a Worksession
- Worksheet provided on the way to the event; Work on getting it out sooner
- Pull knowledge and talent from Council, when applicable
- Preplanning and leveraging the collective expertise by allowing participation and opportunity; managing expectations
- Continue to refine Day at the Capitol; Have speaking points on each topic

STAYING INFORMED/PARTNERING WITH THE ADMINISTRATOR (COMMUNICATION)

- Individual meetings with City Council are scheduled with the City Administrator or Deputy City Administrator as needed. The Mayor and City Administrator meet daily.
- The City Administrator is copied on correspondence the Mayor or City Council has with staff members so he is informed and not surprised when issues are presented
- When possible advanced notice of questions for staff members is appreciated by staff so they have the opportunity to be prepared and have the information requested at the Worksession and/or Council Meetings.
- Maintaining the reputation of high-quality staff is important

STAYING COMMITTED TO THE STRATEGIC PLAN

- Appreciates that staff identifies which Strategic Plan each agenda item aligns with
- Better tracking of the plan/updates; potentially to be done semi-annual at a Worksession
- A better hand-off of Mayor and City Council's external committee duties would be helpful; knowing what the City wants to achieve needs to be communicated; knowing the timeline or expectation before assigning; possibly meeting with the exiting

councilmember before assuming the position; Mayor and City Council's staff can assist with facilitating those meetings

WHAT ELSE COULD BE BETTER?

- Onboarding for new or returning Councilmembers; Processes and legalese; ride-along or sit-alongs

STRATEGIC CONVERSATIONS CONTINUED

Lance directed the conversation to the following topics as a discussion precursor prior to meeting with City staff tomorrow:

→Economic Development

→ What's the strategy?

→ Elevate Southwest study

→ Riverfront

→ Tracking the plan

→ Benchmarks for Spaceport & Innovation District

ECONOMIC DEVELOPMENT

- STRATEGY
 - The new Assistant Director of Neighborhood Services/Economic Development, Cynthia Bolt, needs direction on the focus and finding her role with the City as she works with many agencies; **Mayor Nicholls** is supportive of overlapping
 - The focus should be on the strategy for promoting the City of Yuma versus promoting the Region. Focusing on the City may lead to promoting the region as well; however, there are local agencies that focus on Yuma as a region.
 - **Mayor Nicholls** would like to see some aggressive strategies including Foreign Trade Zones (FTZ) where no tariffs are applied until it comes into the United States; Yuma has an opportunity to create free-trade zones. However, City Council are not the experts in this area and should depend on those who are.
 - The focus should be on outside dollars coming into the City; primarily manufacturing and tourism; retaining current businesses.
- ELEVATE SOUTHWEST STUDY
 - The City of Yuma is only a partner with Elevate Southwest in the Innovation Hub/institute of higher education; the study belongs to Elevate Southwest and is focused on how we build and fund the Innovation District, which is the "live, work, play" area surrounding the Innovation Hub; the City should be hearing

about the study soon

- RIVERFRONT
 - There is a need to see the boundaries and what is available to further discuss what possibilities there are in the Riverfront area.
 - Is there anything worth developing? Mixed Use Zoning would likely be the best designation for this area. Concerns for where tax dollar will go, since the river borders California
 - We are being led by the voters to give consideration to the Riverfront area
 - This topic may fit within the Innovation District discussion
- WATER
 - Security of the City's water rights is important and City Council should be vocal about it
 - Mayor Nicholls was approached at the Colorado River Water Users Association about hosting a Municipal Water Conference (no agriculture) to discuss current status and strategy; Councilmember Watts was requested to assist with the planning
- PUBLIC SAFETY – FIRE/EMS
 - There are community concerns with the fire response times; the Fire Chief will present on the issue at the April 2nd Regular Council Meeting; several other Phoenix area cities are experiencing the same response-time concerns, mostly due to growth; Administration is working together with Yuma Fire Department (YFD) on correcting this issue.
 - The narrative should not be that the police department's concerns were addressed, but the fire department's needs have been overlooked; The question may be do we have the right number of personnel that is needed at the fire department
 - Council concerns include overtime being used to compensate for the lack of bodies; safety of the employees and consideration of the work/family balance
 - City Administrator meets twice a year to address concerns; This is the first year the City Administrator has been made aware of YFD staffing issues
 - YFD's Report will show a need for 9 personnel to man the ambulance at Station 7, and 12 administration positions; YFD's request is for the 9 plus 4 of the administration positions this budget cycle. The proposal to Council is hire the 9, possibly using a grant that will help pay a portion of the salaries for a set number of years.
 - City may need to prioritize other expenditures/services to make this happen sooner than later; may be a multi-year project
 - Yuma is not an outlier; Yuma's police and fire personnel are well compensated and the City has one of the best retention rates
 - City Council supports the hiring of a few of the administrative positions and the 9 noted fire positions
- PARKS AND RECREATION – WHAT IS WORKING WELL, WHAT IS NOT
 - The City of Yuma has a great park system. Would like to see more parks with water features; the water park by the water tower is run-down
 - Parks & Recreation Department has done a good job listening to what the community needs are; new playground equipment; inclusive playground; Kennedy Skate Park
 - Concerns about losing money; promoting PAAC; Bathrooms renovations a plus
 - Must invest in sports tourism in order to grow the 2% monies; Hotels coming in; advocate of working with ADA in the parks
 - No concrete strategy in sports tourism; Looking to find a show close enough to promote Yuma's PAAC

- Funding all projects in the strategic plan will be challenging; the PAAC is used almost daily by locals; tournaments at the PAAC would displace local kids needing the fields; more athletic fields are needed
- Community surveys are fiscally constrained; must interpret what is economically feasible
- Shaw Field needs lighting and irrigation; finding space for more fields; the basin by Walmart is not off the list, but the focus right now is Shaw Field
- INFRASTRUCTURE – WHAT IS MISSING?
 - Renewable Energy to reduce the heat island effect
 - Estancia annexation south of the Marine base; Currently no water and sewer available, plus police and fire would be a huge issue as well as public works/solid waste; Estancia is like a little city within the City.
 - Getting interconnectivity (signals) in place
- ADDITIONAL
 - Liveability Survey – walkability, safety, health and wellness; accessibility to parks and recreation; economic education and youth engagement; graduation rates
 - Not sure we have the capacity in-house but can use a third-party
 - A yearly survey would be too often
 - Internal survey reports can be pulled each year
 - Youth Council Program
 - Something similar to the Neighborhood Leadership Program; possibly an 8-week program; utilize Spring or Summer break, that culminates with a trip to the AZ League; possibly consider a Youth Government Day to build on the efforts of the leadership classes offered at the high schools; staff will look into the different models and bring information back to City Council.
 - Tourism
 - Information on our winter visitors is unclear; Is there a different way to engage that tax base; Visit Yuma has looked into this type of study, a cost estimate is approximately \$40,000 and should be done every 2 years; Arizona Office of Tourism is a place to start.

Councilmember **Morales** was given an opportunity to make some closing comments as he would not be in attendance at Day 2 of the retreat. Issues he would like seen addressed include: updating the City website with regards to Economic Development, Public Safety (YFD first responder situation), beautification of City rights-of-way and vacant lots

The day came to a close with each participant sharing their thoughts on day one of the retreat.

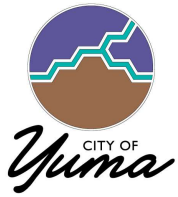
ADJOURNMENT - The meeting adjourned at 3:13 p.m.

APPROVED:

Lynda L. Bushong, City Clerk

Douglas J. Nicholls, Mayor

DRAFT



City of Yuma

City Council Report

File #: MC 2025-067

Agenda Date: 5/7/2025

Agenda #: 3.

Special Worksession/Council Retreat Draft Minutes March 25, 2025

MINUTES
SPECIAL WORKSESSION**CITY COUNCIL RETREAT**
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
COCOPA RESORT AND CONFERENCE CENTER
15268 S. AVENUE B, SOMERTON, ARIZONA
March 25, 2025
9:00 a.m.

CALL TO ORDER

Mayor Nicholls called the Special Worksession/Council Retreat to order at 9:25 a.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Watts, and Mayor Nicholls
Councilmembers Absent: Morales
Staffmembers Present: Acting City Administrator, Jay Simonton
Deputy City Administrator, Jenn Reichelt
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong
Deputy City Clerk, Janet L. Pierson
Mayor's Chief of Staff, Kathy Moon

The retreat was facilitated by Nicole Lance, CEO, Lance Strategies

I. COUNCIL DYNAMICS AND STRATEGIC CONVERSATIONS

Lance set the pace for the day by giving an overview of day 1 and what she is expecting from day 2 with the interactions between City Council and City staff. All Directors were present with the exception of the Human Resources Director. Other City staff in attendance included the Assistant Director of Facilities Management, Justin Lewis and the Assistant Director of Neighborhood Services, Cynthia Blot.

After an icebreaker activity relating to 'the illusion of certainty', **Mayor Nicholls** and **City Council** provided opening comments with many touching on their takeaways from day 1.

Mayor Nicholls let staff know that although Councilmember Morales could not be in attendance, he was very engaged in day 1 and provided some input for today's session.

II. REVIEW AND UPDATE OF STRATEGIC PLAN

Lance stated that City Council's intent for the Strategic Plan was not to start from scratch but to review and modify the existing plan, if necessary. The following recommendations were made (changes noted in bold):

Safe and Prosperous: Yuma is a **safe and** prosperous city that supports thriving businesses, access to education, and multi-generational opportunities, with **the safety of the community** as its cornerstone.

Active and Appealing: [no changes] Yuma plans and leverages its natural resources, public spaces and cultural amenities to support an active and appealing community.

Connected and Engaged: [no changes] Yuma is connected and engaged through cutting-edge technology, active communication, forward-looking partnerships, and ongoing public involvement

Unique and Creative: [no changes] Yuma is a unique and creative community, built on our shared history, sense of place, and civic pride.

Respected and Responsible: [no changes] Yuma is a trusted steward of City resources; relied upon to provide regional leadership, premier services, and facilities.

City Council and staff then reviewed the projects under each Strategic Outcome creating two columns consisting of Existing/Ongoing Initiatives and New Initiatives:

Focus Area/Strategic Outcome	Existing/Ongoing Initiatives	New Initiatives
Safe and Prosperous	<ul style="list-style-type: none"> • Desert Dunes Expansion • Update zoning regulations • Update utility codes • Pursue widening of US 95 to YPG • Develop and implement a city-specific economic development strategy which includes Foreign Trade Zone and Yuma-focused opportunities • Continually identify and address staffing and operational needs for public safety • Seek voter approval for base adjustment to annual expenditure limitation in General Election of 2026 • Install directional signage on 4th Avenue connecting to Downtown • Update regulations and processes to increase housing opportunities for all 	<ul style="list-style-type: none"> • Prioritize and identify funding for elements of the ADA Transition Plan • Continue to enhance state and county relationships for emergency management preparations and response • Enhance collaboration between City and County development departments • Focus on acquiring land for innovation district and industrial development • Implement an Intelligent Transportation System • Develop a plan for and support Downtown and Innovation District development
Active and Appealing	<ul style="list-style-type: none"> • Build East Mesa Park facility • Care for existing infrastructure – improve road conditions, park revitalization program • Beautify the community’s overall curb appeal – landscape City rights-of-way • Develop a partnership for trail connections – establish a trail/bike path connection (irrigation districts) establish equitable maintenance partnerships BOR/ADOT/schools 	<ul style="list-style-type: none"> • Identify and determine priority funding for elements of the Parks Master Plan • Identify and promote opportunities for sports and adventure tourism • Increase Downtown use and visibility
Connected and Engaged	<ul style="list-style-type: none"> • Establish private-public partnership for Hotel del Sol • Joint K-20 education opportunities – Elevate Southwest • Establish Innovation Hub 	<ul style="list-style-type: none"> • Establish a youth government program

Unique and Creative	<ul style="list-style-type: none"> • Develop Innovation Hub 	<ul style="list-style-type: none"> • Develop and make accessible documentation/history of City of Yuma • Develop a plan for City' celebration of America's 250th
Respected and Responsible	<ul style="list-style-type: none"> • Prioritize public-private partnerships • Keep taxes low and relevant to residents' desire for services • Actively support the protection of the region's Colorado River Water Rights • Expansion of Public Safety Training Facility • Advocate for local control by proposing our own bills – be proactive, not reactive 	<ul style="list-style-type: none"> • None added – retain focus on current initiatives

Operational Follow-Up

Through the course of the retreat, City Council and staff identified several items that were important conversations that had follow-up work associated with them but that did not necessarily rise to the level of a strategic priority. They are captured below:

- Produce map of City-owned properties; clarify City Council's desire/interest
 - As part of Economic Development effort for downtown / innovation district development
- Research relating to Heat Island effect/heat resiliency with the City of Yuma
- Livability Survey/Score
- Working with Yuma County, pursue Winter visitor data to understand current dynamics and ways to engage this population
- Host a local water conference

III. CLOSING COMMENTS

In closing City Council and staff were asked to provide a Win / Takeaway / Commitment:

- Innovation / successful and got a lot done / heat-resiliency and Tribal water issue
- As staff we are on the right track / narrowed down what needs to be accomplished
- Clarity of hearing from City Council / more attuned to what City Council wants to see
- Good dialogue / update strategic plan with new ideas and formats
- Affirmation and commitment of council / seeing the successes and the clean-up / communication with City Council
- How to find the resources and staff for all the projects / bring better options to the table
- Working through the process / good to see the checking off of the boxes of things accomplished and fine-tuning the rest / reemphasize the initiatives that are important
- Interaction with and direction from City Council / good team to work with
- Council priority and commitment / evaluate staffing needs and being good stewards of money while giving the community what they want
- Seeing what has been completed and where we are with the others / communication and participation of the City Councilmembers on day 1 / schedule more time with City Administrator to see where she can be of more service

- Team building / working with peers to share ideas and things to work on
- Seeing projects move off of the list / continue to look for funding to help fellow departments meet their goals
- Open dialogue with City Council / seeing City Council's wants and vision for the City / going back to more of the history
- City Council communication with each other and interaction with staff / sharing with staff what City Council's vision is
- Interaction staff gets with City Council not in a formal council meeting setting / hearing the priorities of City Council / reaffirmation that what we are working on meets their vision
- Educational and a better understanding of the City Council role
- Collaborative effort / better idea of directive of council to take ideas back to staff
- Parks and Recreation is still relevant with City Council / to keep pushing every day
- Commitment to the community to make Yuma a better place / continue to monitor trends
- Hearing staff say that City Council is not so scary / be a good City Council person and work closer with staff / be more available and proactive with initiatives
- Productive and keep the ball moving forward / Be an innovator

Simonton thanked Lance for facilitating the past two days and expressed his appreciation to staff and Mayor and Council. He is excited about the next 12 months and hopes to check off more boxes next year.

Mayor Nicholls stated he feels an obligation in his role and what he can do for Yuma and gets the same from all the Department Heads. He respects the Director's perspectives and thanks them for their leadership and appreciates the open and back and forth dialogue.

ADJOURNMENT

The meeting adjourned at 1:08 p.m.

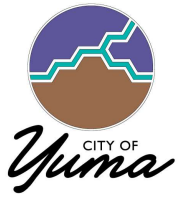
APPROVED:

Lynda L. Bushong, City Clerk

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-068

Agenda Date: 5/7/2025

Agenda #: 4.

Regular Council Meeting Draft Minutes April 2, 2025

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
APRIL 2, 2025
5:30 p.m.

CALL TO ORDER

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

INVOCATION/PLEDGE

Pastor Raymond Jesser, Yuma First Church of the Nazarene, gave the invocation. **Del Miller**, Municipal Court Administrator, led the City Council in the Pledge of Allegiance.

FINAL CALL

Mayor Nicholls made a final call for the submission of Speaker Request Forms for agenda related items from members of the audience.

ROLL CALL

Councilmembers Present:	Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent:	None
Staffmembers Present:	Acting City Administrator, John D. Simonton Assistant Director of Engineering, Steve Wilson Fire Chief, Dusty Fields Fire Division Chief, Daniel Espino Principal Planner, Bob Blevins Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

National Library Week Proclamation

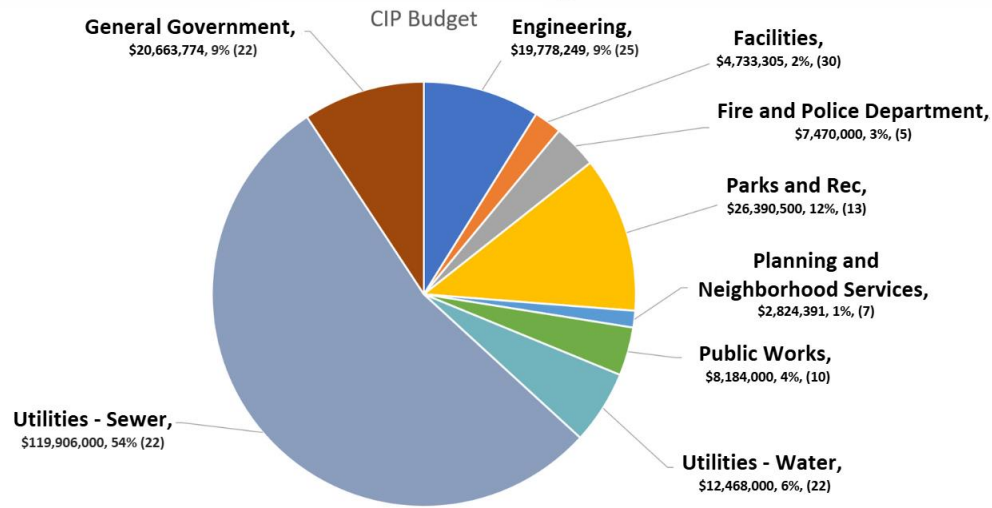
Mayor Nicholls presented a proclamation for National Library Week, April 6-12, 2025, to **Sarah Wisdom**, Deputy Director of the Yuma County Library District, and encouraged all residents to visit their local library and explore its resources.

Quarterly Capital Improvement Program Update

Wilson presented a quarterly update of the Capital Improvement Program (CIP) as follows:

- Total Funds for CIP Projects Fiscal Year (FY) 2025
 - 128 projects with a total budget of \$222,418,219
 - About one-third of the projects are be completed by the departments themselves, while the remaining projects are larger and require the Engineering Department's involvement in the design, bidding, and construction phases

Total Funds For CIP Projects FY 2025



Total Budget = \$222,418,219 (128 Projects)

- Utilities – Sewer
 - 22 projects - \$119,906,000 budget
 - Planning (P) phase: 7
 - Design (D) phase: 9
 - Construction (C) phase: 3
 - Project Highlights
 - Colorado River Interceptor Manhole Replacement – Phase 1
 - The replacement of sewer interceptor manholes along the Colorado River was completed in March 2025
 - Desert Dunes Water Reclamation Facility – Capacity Increase
 - This multi-year project is expected to be completed in May 2027 and will double the capacity of the facility to about six million gallons per day to provide for anticipated growth
 - 40th Street Lift Station Replacement
 - This project was completed in January 2025
 - Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0122-SEWER6 + 0017-ROAD4	Utility Infrastructure Rancho Serenade, Gravity Sewer Line Replacing Forcemain; Turn Lane, WB 32 nd St at Ave 5E	C	\$4,465,500	\$3,454,137	-\$1,011,363	Bid 10/24
0036-SEWER6	Ave 4E Sewer Line Extension, 36 th St to 28 th St	D	\$5,000,000			Bid 5/25
0036-SEWER9	Utility Infrastructure Sewer Line Replacement 4 th St to 6 th St	D	\$440,000			Bid 5/25
0047-SEWER20	Wastewater Plant, Figueroa Ave WPCF, Electrical Upgrades	D	\$3,700,000			Bid 5/25

- Utilities – Water
 - 22 projects - \$12,468,000 budget
 - Planning phase: 5
 - Design phase: 5
 - Construction phase: 5

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0121-WATER12	Utility Infrastructure Arizona Ave Water Line Replacement 17 th St to 24 th St	C	\$1,050,000	\$1,760,000	\$710,000	Bid 3/25
0121-WATER14	Utility Infrastructure Water Line George Bell Ave, 8 th St. South 1500 LF	D	\$360,000			Bid 5/25
0121-WATER19	Utility Infrastructure Water District Line 5 th St., Gila St. to Redondo Dr.	D	\$1,100,000			Bid 6/25

- Planning and Neighborhood Services
 - Seven projects - \$2,824,391 budget
 - Planning phase: 2
 - Design phase: 4
 - Construction phase: 1

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0068-PATH4	Pathway, 32 nd St Multi-Use, Avenue B to East Main Canal	D	\$600,000			Bid 6/25

- Engineering
 - 25 projects - \$19,778,249 budget
 - Planning phase: 11
 - Design phase: 4
 - Project Highlights
 - Transportation Management Center (TMC) and Traffic Signal Upgrades
 - This project is scheduled for completion in June 2025
 - Bridge – Avenue 7E and 40th Street over A Canal
 - This box culvert bridge was completed for a future intersection that will provide connectivity from Avenue 7E to 40th Street

○ Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0428-BRI5	Ocean to Ocean Bridge, Illuminated Lettering System	C	\$230,000	\$224,900	-\$5,100	Bid 10/24
TSMO-0003	Transportation Management Center; Public Works Building Remodel	C	\$800,000	\$270,382	-\$529,618	Bid 1/24
0428-BRI4	Bridge, Ave 7E & 40 th St over A Canal	C	\$1,500,000	\$3,051,000	\$1,551,000	1/25

• Public Works

- 10 projects - \$8,184,000 budget
 - Planning phase: 8
 - Design phase: 19
 - Construction phase: 5
- Project Highlights
 - Avenue B Pavement Replacement
 - Pavement on Avenue B from 16th Street to 24th Street was recently completed ahead of schedule
 - Landscape - Avenue 3E and 32nd Street Median
 - This project was bid in late 2024, but came in over budget and will be re-bid again in FY 2026
- Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0430-ROAD7	Pavement Replacement, 28 th St: Madison Ave to 4 th Ave and Virginia Dr: 27 th St to 28 th St	C	\$1,000,000	\$847,000	-\$153,000	Bid 4/24
0429-SUB10	Pavement Replacement, Edenwood Subdivision	D	\$1,250,000			Bid 4/25
0187-ROAD3	Capacity Increase, 40 th Street Construction, 7 ½ E to 6 ¾ E	D	\$1,300,000			Bid 4/25
0035-ROAD	Capacity Increase, 28 th St, 45 th Ave to 33 rd Drive	D	\$3,625,000			Bid 4/25

• Facilities

- 30 projects - \$4,733,305 budget
 - Planning phase: 30
 - Design phase: 5
 - Construction phase: 1

- Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0450-YCC11	Facility Maint. Yuma Civic Terrace Concrete Replacement	C	\$100,000			1/25
0450-YCC12	Yuma Civic Loading Dock & Driveway Replacement	C	\$87,000			1/25
0450-YCC06	Facility Maint. Yuma Civic Center, Rep. Chiller Piping, Investigation	D	\$544,000	\$294,423	-\$249,577	Bid 12/24

- Parks and Recreation

- Seven projects - \$2,824,391 budget
 - Planning phase: 6
 - Design phase: 3
 - Construction phase: 4
- Project Highlights
 - Ray Kroc Field Lighting Improvements
 - Addition of lighting to the previously unlit athletic field
 - Kennedy Skate Park Reconstruction
 - Completed in December 2024, this project included a BMX (bicycle motocross) track and a bowl and streetscape for skaters
 - Kennedy Hockey Rink – Lighting and Surface Restoration
 - The new lighting and surface restoration was completed in March 2025, and a logo will be added to the skating surface in the near future
 - East Mesa Community Park
 - This project is currently under construction and is expected to be completed in March 2026
 - Pacific Avenue Athletic Complex (PAAC) – Archery Range
 - The addition of an archery range to the PAAC was completed in May 2024
- Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0039-PARKS	Facility Improvement, Yuma Readiness Center, Install HVAC	C	\$715,000	\$441,337	-\$273,663	N/A
0140-PARKS9	Golf Course, Desert Hills, New Irrigation System	D	\$4,390,000	\$4,167,413	-\$222,587	Bid 9/24

- Police and Fire

- 30 projects - \$7,470,000 budget
 - Planning phase: 3

- Construction phase: 2
- Project Highlights
 - Police Storage Facility
 - This project is currently under construction and is scheduled for completion in December 2025
- Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
0073-ALERT	Equipment, Fire Station Alerting System (FSAS) Citywide*	C	\$700,000	\$732,000	\$32,000	12/24
0075-EDBC	Facility Improvements Emergency Dispatch Backup Center	D	\$100,000			Pre-scoping
0073-FIRE3	New Facility, Fire Department, Equipment Warehouse	P	\$70,000			TBD

- General Government
 - 22 projects - \$20,663,774 budget
 - Planning phase: 4
 - Design phase: 4
 - Project Highlights
 - Multimodal Transportation Center
 - The first floor of the historic Hotel Del Sol will be turned into a transit center, and the City is working on a private partnership to develop the second and third floors
 - Other Projects

Project No.	Project Name	Status	Cost			Schedule
			Budget	Bid	Diff.	
DIST-INO	Plan, Innovation Hub/District Scoping/Study	D	\$150,000			TBD
0086-COM	Facility Imp. City Hall Office Renovations-Communications	D	\$10,000			4/25
0131-HERITAGE1	Assessment, Brownfield Coalition	P	\$99,000			Study 10/24

- Project Schedules FY 2025
 - 92 projects are under development
 - With the exception of a few larger, more complex projects, all project design phases will be completed in FY 2025 as scheduled

Discussion

- Funding was found in the Water Fund to cover the difference between the budget and the bid for the Arizona Avenue Water Line Replacement (**Morris/Wilson**)
- Traffic signal upgrades have already been installed; once the TMC is completed the City will work with the software vendor to get the everything connected (**Morris/Wilson**)
- The bid for the Avenue 7E and 40th Street bridge was more than twice as much as the budgeted amount because the scope of the project was expanded to include a connection to the development to the east (**Smith/Wilson**)
- The landscaping on Avenue 3E and 32nd Street will likely not be completed until fall, to provide the plants a better chance to establish themselves while the weather is cool (**Morales/Wilson**)
- The timing of traffic signals on 16th Street and Yuma Palms Parkway continues to be adjusted to alleviate the backup of traffic in that area (**Morales/Wilson**)
- The lighting at the Ray Kroc Complex has been installed, but due to the age of the breakers there have been some issues with the new lighting that has disrupted practice sessions; City Council will be provided with an estimated completion date for the replacement of the breakers (**Morales/Simonton**)
- The new Desert Hills Golf Course irrigation system will be installed in phases, with nine holes taken offline at a time; the installation should be completed by October 2025, after which overseeding will take place (**Morales/Simonton**)
- The Water District Line replacement on 5th Street from Gila Street to Redondo Drive will have very minimal impact on traffic (**Watts/Wilson**)
- The Avenue 3E and 32nd Street landscaping project has already been designed, but only one bid was received which was much higher than the budget; the rebid will be open to any interested contractor, local or out of town (**Watts/Wilson**)

Yuma Fire Department Briefing on Service Call Numbers

Chief Fields introduced **Division Chief Espino**, who presented the following briefing on the Corrective Action Plan (CAP) issued by the Arizona Department of Health Services (AZDHS) resulting from Yuma Fire Department (YFD) response times not meeting the requirements of the YFD's Certificate of Necessity (CON):

- Current Operations
 - Five full-time ambulances
 - Respond to high priority calls with a paramedic-staffed fire engine and ambulance
 - When an ambulance is delayed getting to a call, usually a paramedic-staffed fire engine is on scene between five and seven minutes
- CON Criteria
 - Respond to 90% of highest priority calls in seven minutes
 - Respond to 99% of highest priority calls in 11 minutes
 - Current numbers are off by 0.9% for both the seven-minute and 11-minute criteria
 - YFD tracks these numbers regularly and were already addressing the issue prior to being contacted by AZDHS; YFD is optimistic that they will be back in compliance in the near future

- CAP Requirements
 - Report quarterly
 - Quarter 1: January 1 – March 31 (due April 15)
 - Quarter 2: April 1 – June 30 (due July 15)
 - Quarter 3: July 1 – September 30 (due October 15)
 - Quarter 4: October 1 – December 31 (due January 15)
 - Provide a work plan for addressing the deficiencies
 - Submit for a three-year renewal in December once in compliance
 - Statewide, 13 agencies are currently under a CAP
- Current Actions Implemented
 - Medic 7 and Medic 13 Staffing
 - Medic 7 staffed seven days a week utilizing overtime
 - There was not a transport unit at Station 7 when it initially opened
 - Peak demand Medic 13 operational from 9 am to 7 pm daily, staffed via overtime
 - Located at Station 3
 - Compliance Milestone
 - Met AZDHS-required CON response times during the week of March 9-15
- Permanent Staffing Solutions
 - Nine additional firefighters included in the budget for next fiscal year
 - Seeking the use of Staffing for Adequate Fire and Emergency Response (SAFER) grant to offset the use of General Fund resources
 - Firefighters anticipated to complete training and be fully operational by late spring 2026
- Immediate Next Steps
 - Submission of the Quarter 1 compliance reports to AZDHS by April 15
 - Continuous monitoring of response times and resource allocations
 - Ongoing preparations for the planned strategic enhancements

Discussion

- Contrary to the assumption that calls for service decrease in the summer, August is typically one of YFD's busiest months (**Mayor Nicholls/Espino**)
- It is possible for YFD to lose its CON, but that would likely take drastic measures and continued failure to cooperate with AZDHS; if that were to happen, the City would work with its mutual aid partners to ensure that the community would still have access to ambulance services (**Smith/Espino**)
- YFD cannot rely on overtime to staff Medic 7 and Medic 13 for long periods of time; it is important to mention that these statistics are not just numbers, but represent actual lives and how quickly YFD can respond to citizens' needs (**Smith**)
- YFD has had its CON since 2013, and this is the first time it has ever had a CAP; the higher response times were caused by significant growth and lack of funding (**Morales/Espino/Fields**)
- While the SAFER grant cannot be relied upon for ongoing funding, it can help lessen the budget impact so the City can continue to fund other community needs (**Fields**)
- Response time are based on an average, and call volumes vary seasonally; currently YFD is meeting requirements and trending in the right direction with current staffing levels (**Morales/Fields**)
- A paramedic-staffed fire truck is on the scene within five to seven minutes of a call for service that can perform CPR and administer medications; YFD made a promise to the community that it would meet the standards of its CON and will invest in the equipment, people, and training needed to fulfill that promise (**Morales/Fields**)

- Staffing the ambulances with overtime is not sustainable long-term, and YFD may need to turn down some special event requests until the new firefighters are hired and trained (**Morales/Fields**)
- YFD currently has budget authority to staff five of its ambulances, which is why Medic 7 and Medic 13 are staffed with overtime; a study will be presented at the next City Council Worksession that will include staffing recommendations (**McClendon/Fields**)
- While a lateral transfer from another fire department may be a possibility, typically employees leave from Yuma to larger cities, not the other way around (**McClendon/Fields**)
- In order to sustainably meet the CON requirements, YFD needs approval for nine additional paramedics to staff Medic 7, and there is a strong possibility that Medic 13 may need to be utilized for longer periods of time to keep up with calls for service (**McClendon/Fields**)
- While YFD does not have a lateral transfer mechanism, if an applicant is already an EMT or Firefighter they could go through an abbreviated academy (**Mayor Nicholls/Fields**)
- The response times required by the CON are based on all areas of the city; the higher response times for Medic 5 and Medic 7, due to the longer distances they need to travel to respond to calls, increase the numbers for the entire system (**Watts/Fields**)
- YFD personnel has not increased since the addition of Station 7; Medic 7 and Medic 13 have been staffed by overtime since late November 2024 (**Watts/Field**)
- Response times are off by only 0.9% for the seven-minute and 11-minute criteria; when Stations 5 and 7 are removed from the calculation, the response times for the rest of the City are in a good range (**Morris/Fields**)
- Before Station 7 had a medic unit, it would take anywhere from eight to 14 minutes for Medic 5 to reach that area; the addition of Medic 7 has brought those response times down to where they need to be (**Morris/Fields**)
- Contingency funds are being used to cover the overtime staffing until the next budget cycle; YFD has applied for SAFER grant funding to help reduce the impact of the additional positions on the City's budget (**Morris/Fields**)
- The application for the 2025 SAFER grant has not opened; Simonton will contact the City's consultant, Ron Hamm, to see if he can find out if the grant will be offered this year (**Mayor Nicholls/Simonton**)

I. MOTION CONSENT AGENDA

Motion Consent Agenda Item C.2 – Contract Award: Traffic Engineering On-Call Services (Award a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, for Professional Traffic Engineering Services on a Delivery Order basis to the following eight firms: CivTech Inc., Tucson, Arizona, Greenlight Traffic Engineering, LLC, Peoria, Arizona, Kimley-Horn, Phoenix, Arizona, Kittelson & Associates, Inc. Tucson, Arizona, Nicklaus Engineering, Inc., Yuma, Arizona, Psomas, Tucson, Arizona, Southwest Traffic Engineering, LLC, Phoenix, Arizona and Wilson & Company, Inc., Engineers & Architects of Phoenix, Arizona.) (RFQ-25-212) (Eng)

Motion Consent Agenda Item C.5 – Final Plat: Butler Estates Unit No. 1 Subdivision (Approve the final plat for the Butler Estates Unit No. 1 Subdivision, located at the southwest corner of E. 36th Street and S. Avenue 10E.) (SUBD-43734-2025) (Cmty Plng)

Motion Consent Agenda Item C.6 – Final Plat: Butler Estates Unit No. 2 Subdivision (Approve the final plat for the Butler Estates Unit No. 2 Subdivision, located at the corner of E. 37th Street and S. Avenue 10E.) (SUBD-43779-2025) (Cmty Plng)

Mayor Nicholls declared a conflict of interest on Motion Consent Agenda Item C.2 as his firm may potentially be a sub to some of the companies listed, and on Items C.5 and C.6 as his firm is involved in those projects. He turned the meeting over to Deputy Mayor Smith and left the dais.

Motion (Morris/Morales): To approve Motion Consent Agenda Items C.2, C.5, and C.6 as recommended. Voice vote: **approved** 6-0-1, **Mayor Nicholls** abstaining due to conflict of interest.

Mayor Nicholls returned to the dais.

Motion (Morales/Watts): To approve the Motion Consent Agenda with the exception of Items C.2, C.5, and C.6, which were approved through a previous vote. Voice vote: **approved** 7-0.

A. Approval of minutes of the following City Council meetings:

Special Worksession/Legislative Days	March 4, 2025
Special Worksession/Legislative Days	March 5, 2025
Regular Council Meeting	March 5, 2025

B. Executive Session

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 Atty)

C. Approval of Staff Recommendations

1. Authorize a contract amendment with Tyler Technologies (formerly New World Systems) to purchase and provide maintenance services for a regional public safety software system at an estimated total cost of \$2,955,181.88 for the five-year term of the agreement. (IT/YRCS)
2. Pulled for separate consideration; see above.
3. Approve an engineering on-call services contract for the construction phase of the Water Treatment Facility Auxiliary Powe Improvements in the amount of \$102,702.00 to Carollo Engineering, Inc. (RFQ-23-087) (Eng)
4. Authorize the City Administrator to execute a Utility Infrastructure Services Job Order Contract (JOC) with the following firms: Taylor Engineering, Yuma, Arizona; PCL Construction Inc., Tempe, Arizona; Enterprise Automation, Peoria, Arizona; KE&G Construction, Tucson, Arizona; DPE Construction, Inc., Yuma, Arizona. (RFP-25-159) (Eng)
5. Pulled for separate consideration; see above.

6. Pulled for separate consideration; see above.

II. RESOLUTION CONSENT AGENDA

Motion (Smith/Watts): To adopt the Resolution Consent Agenda as recommended.

Bushong displayed the following title:

Resolution R2025-026

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with Rommay Investments, LLC for Assessor Parcel Number 666-18-026 located at 2186 S. Engler Avenue (the owner's intent is to establish a contractor's office and a body and paint repair shop for agriculture equipment) (Plng & Nbhd Svcs/Cmtly Plng)

Roll call vote: **adopted** 7-0.

III. INTRODUCTION OF ORDINANCES

Bushong displayed the following titles:

Ordinance O2025-006

An ordinance of the City Council of the City of Yuma, Arizona, vacating the right-of-way hereafter described, declaring Meinhardt/B-8 Stormwater Retention Basin and the vacated right-of-way surplus with the reservation of certain easements, and authorizing the exchange of the surplus right-of-way and retention basin subject to a reverter clause upon the recording of a special warranty deed (the property will revert to the City in the event that the retention basin or reserved easements are not maintained as required) (City Atty)

Ordinance O2025-009

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the High Density Residential (R-3) District to the General Commercial (B-2) District, and amending the zoning map to conform with the rezoning (approximately 4.18 acres located west of the 7th Street and 21st Avenue intersection) (Plng & Nbhd Svcs/Cmtly Plng)

Ordinance O2025-010

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the High Density Residential (R-3) District to the General Commercial (B-2) District, and amending the zoning map to conform with the rezoning (approximately 2.5 acres located at 764 S. 21st Avenue) (Plng & Nbhd Svcs/Cmtly Plng)

IV. PUBLIC HEARING AND RELATED ITEMS

Ordinance O2025-011 – Statutory Compliance Hearing/Amendment: Ordinance O2003-12 (determine compliance with the conditions of approval for rezoning Ordinance O2003-12 and introduce an ordinance to amend O2003-12 to remove conditions and extend the time to comply with the rezoning conditions) (Z2002-17) (Plng & Nbhd Svcs/Cmtly Plng)

Mayor Nicholls opened the Public Hearing at 6:46 p.m.

Blevins presented the following information:

- The properties were rezoned as a single zoning case in which conditional zoning to the Limited Commercial (B-1) District was approved based on completion of seven conditions of approval within three years.
- The B-1 District zoning expired because the owner of the parcel had not completed the conditions of approval.
- Arizona Revised Statutes § 9-462.01 (E) states that if the time for completion of a condition has expired, the City shall notify the owner, schedule a public hearing, and take administrative action to extend, remove, or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
- The property owner will satisfy the remaining conditions required to validate the zoning. Due to the passage of time, some of the conditions have been revised to meet present-day City standards and policies and to better apply the rezoning requirements at the time of actual commercial development of the property. The new Ordinance O2025-011 contains the updated conditions.
- The property is currently vacant and is adjacent to other commercial properties.

Motion (Morales/Smith): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 6:49 p.m.

Carolyn McKelvey Malouff, representative for the property owner, stated that the intention is for New Mountain Church to relocate to the property. Because the property will only be used on Sundays, the lack of sewer access will not be an issue. There will be ongoing fundraising by New Mountain Church to pay for the development of the property, and the property owner will work with them in terms of making payments affordable.

Discussion

- The deadline to complete the conditions of rezoning will be extended to 2035; the timeline for development will depend on the success of the fundraising (**Morales/Blevins/Malouff**)
- The development fee for the property will pay for the traffic signal at the intersection of Avenue 5 ½E and 32nd Street that is included as a condition of the rezoning (**Mayor Nicholls/Blevins**)

Bushong displayed the following titles:

Ordinance O2025-011

An ordinance of the City Council of the City of Yuma, Arizona, amending Ordinance O2003-12 to remove Condition 4, revise Conditions 2 & 6 and to extend the time for compliance with conditions for the rezoning of certain property from the Agriculture (AG) district to the Limited Commercial (B-1) District and amending the zoning map to conform thereto (approximately 2.27 acres of property located at 5574 E. 32nd Street) (Plng & Nbhd Svcs/Cmty Plng)

V. ANNOUNCEMENTS AND SCHEDULING

Announcements

Smith, Watts, Martinez, and Mayor Nicholls reported on the following meetings attended and upcoming events:

- Yuma Metropolitan Planning Organization tour of the Yuma Proving Grounds
- Arizona State Transportation Board Breakfast and Meeting

- Meeting with members of the Greater Yuma Water Safety Alliance (GYWSA)
- Interview with KYMA about GYWSA Water Safety Workshops
- City Council Retreat
- Military Appreciation Days
- Arizona League of Cities and Towns Executive Committee Meeting
- Reading of Relay for Life Proclamation
- Mayor's Lunch and Monthly Meeting
- 20th Annual International State of the State
- Elevate Southwest Board Meeting

Scheduling – No meetings were scheduled at this time.

VI. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- April 12th – Household Hazardous Waste
- Spring 2025 Pavement Preservation is underway

VII. CALL TO THE PUBLIC

There were no speakers at this time.

VIII. EXECUTIVE SESSION/ADJOURNMENT

Motion (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 7-0. The meeting adjourned at 7:00 p.m.

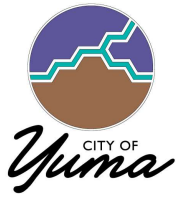
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-057

Agenda Date: 5/7/2025

Agenda #: 1.

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

TITLE:

Liquor License: EZ Shop Market

SUMMARY RECOMMENDATION:

Approve a Series #09: Liquor Store Liquor License application submitted by Marven Rahim, agent for EZ Shop Market located at 1334 S. 4th Avenue. (LL25-05) (City Administration/City Clerk) (Lynda L. Bushong)

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:

Marven Rahim, agent for EZ Shop Market located at 1334 S. 4th Avenue, has applied for a Series #09: Liquor Store Liquor License, as a change of ownership.

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 Planning & Neighborhood Services, 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

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

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

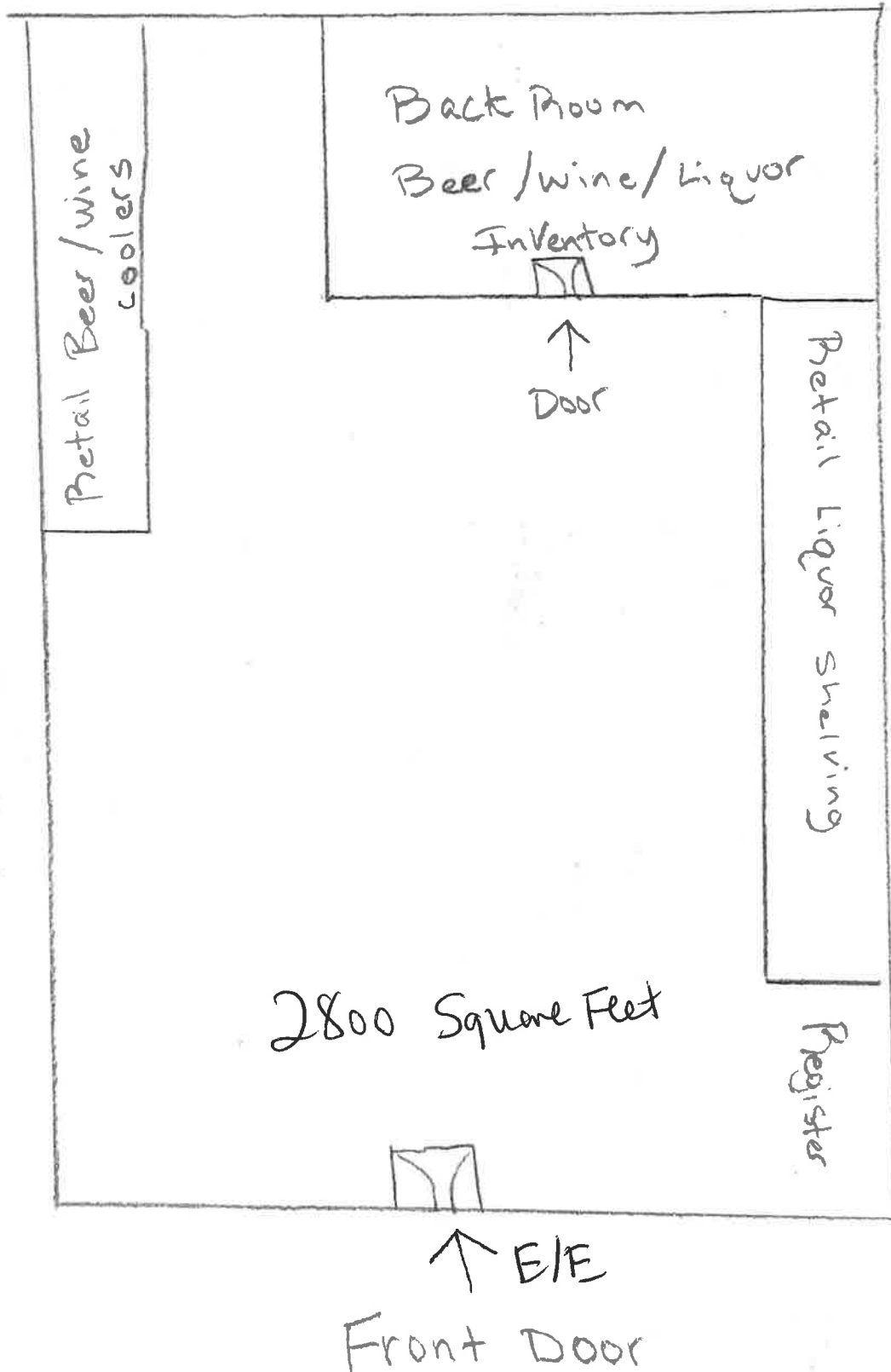
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

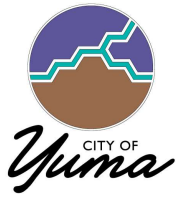
Series #09: Liquor Store Liquor License application

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: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025





City of Yuma

City Council Report

File #: MC 2025-058

Agenda Date: 5/7/2025

Agenda #: 2.

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

TITLE:

Liquor License: The First Round

SUMMARY RECOMMENDATION:

Approve a Series #07: Beer and Wine Bar/Location Transfer Liquor License application submitted by Paul Varela, agent for The First Round located at 333 S. Main Street. (LL25-06) (City Administration/City Clerk) (Lynda L. Bushong)

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:

Paul Varela, agent for The First Round located at 333 S. Main Street, has applied for a Series #07: Beer and Wine Bar/Location Transfer Liquor License. Varela will be transferring the Liquor License from The Gents Barbershop at 3250 S. 4th Avenue #H.

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 Planning & Neighborhood Services, 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

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

Series #07: Beer and Wine Bar/Location Transfer 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: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025

SCALE: 1/4"=1'-0"





City of Yuma

City Council Report

File #: MC 2025-059

Agenda Date: 5/7/2025

Agenda #: 3.

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

TITLE:

Liquor License: FFranco, LLC DBA Sunshine Market & Liquor

SUMMARY RECOMMENDATION:

Approve a Series #09S: Liquor Store with Sampling Privileges Liquor License application submitted by Faris Makou, agent for FFranco, LLC DBA Sunshine Market & Liquor located at 1997 S. Ave B. (LL25-01S) (City Administration/City Clerk) (Lynda L. Bushong)

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:

Faris Makou, agent for FFranco, LLC DBA Sunshine Market & Liquor located at 1997 S. Ave B, has applied for a Series #09S: Liquor Store with Sampling Privileges 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 Planning & Neighborhood Services, 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

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

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

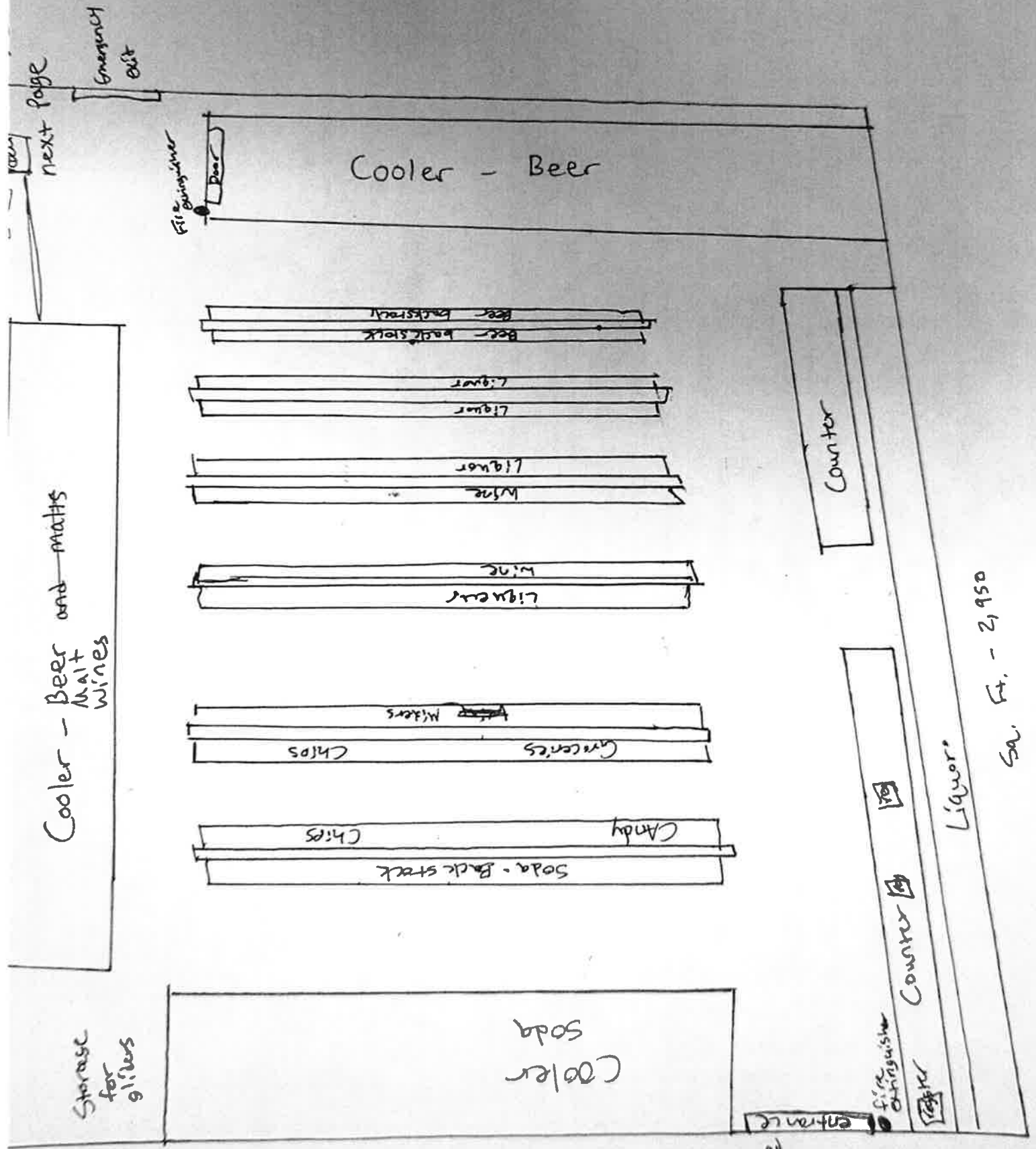
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

Series #09S: Liquor Store with Sampling Privileges Liquor License application

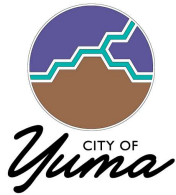
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025



Sa. Ft. - 2,950



City of Yuma

City Council Report

File #: MC 2025-061

Agenda Date: 5/7/2025

Agenda #: 4.

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

TITLE:

Request for Qualifications Award: Architect and Engineering Services for Safe Streets for All

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a professional services contract for Architect and Engineering Services for Safe Streets for All (SS4A) at a total cost of \$600,000, to Kimley-Horn and Associates, Mesa, Arizona. (Engineering-RFQ-25-156) (Dave Wostenberg/Robin Wilson)

STRATEGIC OUTCOME:

This action supports the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible by developing a comprehensive safety action plan identifying and prioritizing safety improvements that accommodate all modes of transportation and users.

REPORT:

A Safety Action Plan (SAP) will provide a framework to accomplish safety enhancements and will serve as guide for development of future safety improvements in the City. The purpose of this SAP is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators.

This SAP will be a coordinated effort that will accomplish the following:

1. Develop a clear vision and mission to unite stakeholders with a common goal.
2. Assemble collaborative partners and stakeholders to support the plan.
3. Identify manpower and create tools essential for ensuring long term execution of the plan.
4. Foster open and frequent communication with stakeholders, community partners, and citizens as the plan is developed.

The City of Yuma's SAP will integrate the 4 E's - engineering, enforcement, education, and evaluation and provide a road map for the City to hone a "safety first" proactive stance in reducing and preventing road fatalities and injuries.

Request for Qualifications (RFQ) were initiated to obtain responses to the solicitation. The evaluation committee, comprised of City staff and outside representation, reviewed and rated the proposals received, based on the RFQ scoring matrix.

The City received two responses from highly qualified firms whose experience includes projects in communities within the state.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 30,000.00	BUDGETED:	\$ 600,000.00
STATE FUNDS:	\$ 90,000.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 480,000.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$600,000.00

Road Tax - \$30,000 AZ SMART - \$90,000 SS4A Grant - \$480,000		
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2025 City Council approved budget for this program.

ADDITIONAL INFORMATION:

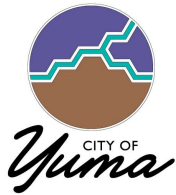
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025



City of Yuma

City Council Report

File #: MC 2025-062

Agenda Date: 5/7/2025

Agenda #: 5.

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

TITLE:

Hazardous Waste Transport and Disposal

SUMMARY RECOMMENDATION:

Award a one year contract to the lowest qualified bidder for Hazardous Waste Transport and Disposal with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance for an estimated annual expenditure of \$110,000.00, to the following firm: Clean Harbors Environmental Services, Inc., Norwell, Massachusetts (Public Works-RFB-25-295) (Joel Olea/ Robin R. Wilson)

STRATEGIC OUTCOME:

Awarding the bid will allow the City to conduct the mandatory disposal and transport of Household Hazardous materials, which aligns with the City Council's strategic outcome of Safe and Prosperous.

REPORT:

This contract is for the vendor to secure safe, expeditious, and cost-effective processing, packaging, removal, and disposal of hazardous wastes that are generated by or under the control of the City. The City generates hazardous waste via two sources:

- The Household Hazardous Waste (HHW) operations, which generates approximately 70,000 pounds of regulated waste each year; and,
- the City's normal day-to-day operations.

The City currently holds three HHW events per year, which are held in the months of January, April, and November. The HHW events are currently held at 1473 S. 2nd Avenue.

The City is registered with the Arizona Department of Environmental Quality as a "Small Quantity Generator" of hazardous waste. Annually, the City produces approximately 5,705 pounds of hazardous waste, 3,668 pounds of Environmental Protection Agency Universal Waste, 760 pounds of Non-hazardous waste, and 16 drums of biohazard waste.

Four responses were received and Clean Harbors Environmental Services, Inc. provided pricing for all 134-line items and was the lowest responsive and responsible bidder.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 110,000.00	BUDGETED:	\$ 110,000.00
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 \$ 110,000.00			
Solid Waste and General Fund			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2025 City Council approved budget to award this contract.

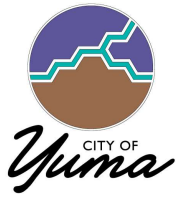
ADDITIONAL INFORMATION:

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: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025



City of Yuma

City Council Report

File #: R2025-033

Agenda Date: 5/7/2025

Agenda #: 1.

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

TITLE:

Intergovernmental Agreement: Somerton School District No. 11

SUMMARY RECOMMENDATION:

Authorize an Intergovernmental Agreement (IGA) with Somerton School District No. 11 (District) to jointly use a school safety interoperability system. (Information Technology) (Jeremy W. Jeffcoat).

STRATEGIC OUTCOME:

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

REPORT:

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

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

FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/30/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE JOINT OPERATION AND USE OF A REGIONAL SCHOOL SAFETY SYSTEM AND PROGRAM BETWEEN THE CITY OF YUMA AND SOMERTON SCHOOL DISTRICT NO. 11

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

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

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

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

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

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

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

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

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

SECTION 2: On behalf of the City of Yuma, the City Administrator is authorized and directed to execute the attached and incorporated Intergovernmental Agreement.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

INTERGOVERNMENTAL AGREEMENT
TO ESTABLISH A SCHOOL SAFETY INTEROPERABILITY PROGRAM
BETWEEN
THE CITY OF YUMA AND SOMERTON SCHOOL DISTRICT NO. 11

This Intergovernmental Agreement to Establish a School Safety Interoperability Program (“Agreement”) is entered by the City of Yuma, Arizona (“City”), a municipal corporation of the State of Arizona, and the Somerton School District No. 11 (“District”), a public school district. The City and the District may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5 – Roles and Responsibilities:

A. City:

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

B. District:

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

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

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

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

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

SECTION 9 – Termination:

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

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

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

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

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

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

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

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

SECTION 17 - Integration: This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

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

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

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

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

City of Yuma Attn: Jeremy Jeffcoat, Asst. IT Director of the Yuma Regional Communications System 190 West 14 th Street Yuma, Arizona 85364	Somerton School District No. 11 Attn.: Omar Duron, Superintendent 343 North Carlisle Avenue Somerton, AZ 85350
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Unless otherwise agreed to, all information-sharing between the Parties described in this Agreement will flow between these points of contact. The Parties agree to notify the other Party of any changes to their points of contact within five (5) days of the change.

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

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

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

SECTION 25 – Rights of Parties Only: The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

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

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

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

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

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

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

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

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

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

SECTION 35 – Recordkeeping and Confidentiality:

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

[Signature Blocks on Next Page]

<p>Somerton School District No. 11</p> <p>_____</p> <p>Omar Duron, Superintendent</p> <p>Date: _____</p>	<p>City of Yuma</p> <p>_____</p> <p>John D. Simonton, City Administrator</p> <p>Date: _____</p>
	<p>ATTEST:</p> <p>_____</p> <p>Lynda Bushong, City Clerk</p> <p>Date: _____</p>

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

<p>Somerton School District No. 11</p> <p>_____</p> <p>[Attorney name]</p> <p>Date: _____</p>	<p>City of Yuma</p> <p>_____</p> <p>Richard W. Files, City Attorney</p> <p>Date: _____</p>
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Proposal

Yuma Police Department, City of AZ

CommandCentral Aware & Rave Proposal

24-180098/USAZ24P041

November 7, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000183098

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 7, 2024

Yuma Police Department, City of AZ
Attn: Jeremy Jeffcoat
141 S Third Ave
Yuma, AZ 85364

Subject: Project 24-183098/USAZ24P041 CommandCentral Aware & Rave Proposal

Dear: Jeremy Jeffcoat


Motorola Solutions is pleased to present to the CITY OF YUMA POLICE DEPARTMENT ("City") with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Motorola's Proposal is subject to the terms and conditions of the Maricopa County's Contract School Safety Pilot Program, 230076-RFP, executed on November 22, 2023, its Exhibits and applicable Addenda ("Contract"). The City of Yuma Police Department may accept this quote by signing and returning a signed copy of this proposal to Motorola.

Additionally, the City of Yuma Police Department's proposal to purchase via this Contract is contingent upon the City receiving approval from Maricopa County or executing an Intergovernmental Cooperative Purchasing Agreement ("ICPA") in accordance with Section 8.0 of the Contract.

This information is provided to assist you in your evaluation process. Our goal is to provide to the CITY OF YUMA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Emily Dean at emily.dean@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote. Sincerely,
Motorola Solutions, Inc.



Carrie Hemmen
MSSSI Sr. Vice President, Software Sales
Motorola Solutions Inc.

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Section 1

System Description

1.1 Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Plus offering of CommandCentral Aware provides a map-based and list view of calls from VESTA® 9-1-1 and VESTA® NXT, incidents and units from CommandCentral, PremierOne or Flex computer-aided dispatch (CAD), locations from broadband and LMR radios, LRP hot hits, cameras location and panic alerts from Rave Mobile Safety, and ingests third-party data such as gunshot detection alerts from ShotSpotter. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Plus offer allows you to consolidate and view Motorola Solutions and third-party video management systems for an increased range of options for streaming, as well as connect to camera feeds in your community, to bring more real-time video feeds into your command center. This helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Plus offer includes the following:

Modules:

- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module

Integrations:

- Radio Location, Detail and Status
 - APX Next, XN, XE and N70 Radios
 - APX Portable and mobile radios
 - MOTOTRBO Portable and Mobile Radios
 - Broadband Vehicle Modems
- Smartphone App Location, Detail and Status

- WAVE Broadband Push-to-Talk
 - CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
 - V300 and V700 Body-Worn Cameras
 - 4RE and M500 In-Car Camera System
 - CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
 - Vigilant VehicleManager
- CAD Incident and CAD-Provided Unit Location, Detail and Status
 - PremierOne CAD
 - Flex CAD
 - CommandCentral CAD
- Community and Business Registered Cameras on the Map
 - CommandCentral Community
 - Rave Facility
- Panic Button and Tip Location and Details*
 - CommandCentral Community
 - Rave Panic Button
- 9-1-1 Call Location and Details
 - VESTA 9-1-1, VESTA NXT and RapidSOS
- Fixed Video Location, Detail and Livestreaming
 - Motorola Video Management Systems
 - Third Party Fixed Video Management Systems
 - Real Time Streaming Video (RTSP)
 - Edge Appliance
- Third-Party Event Integrations** (e.g. Shotspotter)
- Documented Data Ingest API*

* Integration functionality dependent on third-party partner

**Other third-party apps available depending on region

Cloud anchor server hardware and required software is also available, if not already present, to establish a connection between on-premises systems and the Motorola cloud hosting environment.

Below is a high level representation of the solution for Yuma

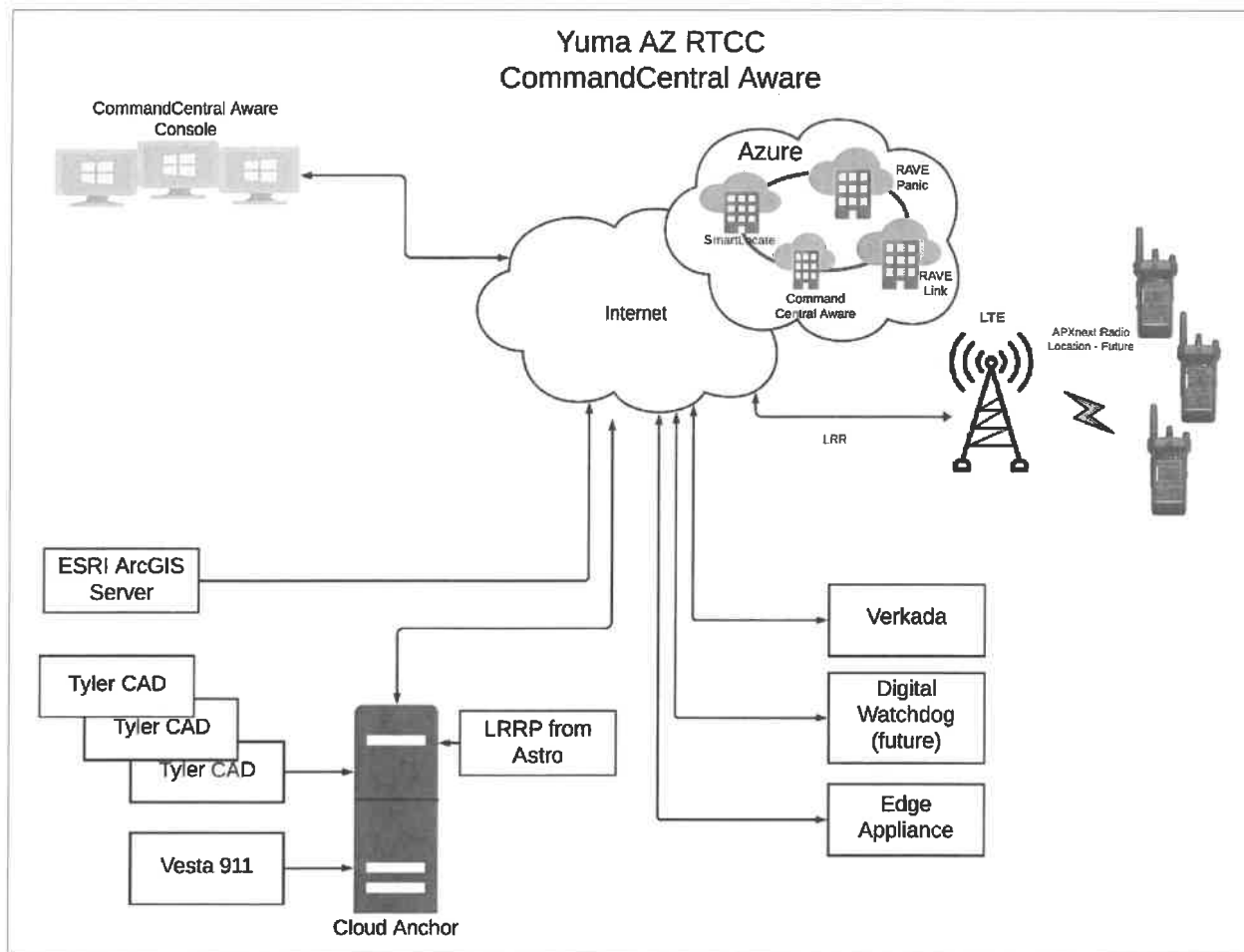


Figure 1: High Level System Diagram

1.2 Modules available with the CommandCentral Aware Plus

The CommandCentral Aware Plus offer includes the following modules.

Unified Map

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- **Custom Map Layers** – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- **Map Layers Panel** – Show or hide event data and map layers to refine the map view.
- **Event Detail Display** – View details associated with each event on the map.

- **Incident Recreation** – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- **Traffic and Weather** – Overlay real-time traffic data and a weather radar map layer.
- **Building Floor Plans** – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- **Collaborative Drawing Tools** – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- **Zones of Interest** – Create geofences that geographically filter information in a defined area.
- **Directed Patrol Alerts** – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- **Unit Management** – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

1.3 Integrations

The CommandCentral Aware Plus offer the following integrations:

Radio Location, Detail and Status

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

APX Portable and Mobile Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX portable and mobile radios. APX radios can send device location, details and status over an ASTRO network for locationing of radios when Push-To-Talk (PTT) is activated on the device or cadence-based locationing through the ASTRO data network, which uses integrated voice and data. This data is available in CommandCentral Aware on the map and event monitor. Alerts can be triggered when the radio registers "person down" status at an angle with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked. Alerts can be triggered when the radio registers "person down" status at an angle with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

MOTOTRBO Portable and Mobile Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with MOTOTRBO radios. With this integration, MOTOTRBO radios can send device location, details and status information to CommandCentral Aware.

Broadband Vehicle Modems

The CommandCentral Aware Plus offer comes with the ability to integrate within-car broadband vehicle modems. These modems can send device location, details and status information to CommandCentral Aware. Examples include location via Sierra Wireless or Cradlepoint networks.

Broadband Application Location, Detail and Status

WAVE PTX Broadband Push-to-Talk

The CommandCentral Aware Plus offer comes with the ability to integrate with WAVE and Kodiak Broadband Push-to-Talk smartphone applications. With this integration, these smartphone applications can send device location, details and status information to CommandCentral Aware.

CommandCentral Responder

The CommandCentral Aware Plus offer comes with the ability to integrate with the CommandCentral Responder smartphone application. With this integration, CommandCentral Responder can send device location, details and status information to CommandCentral Aware.

Body-Worn, In-Car and Drone Camera

4RE and M500 In-Car Video Systems

The CommandCentral Aware Plus offer comes with the ability to integrate with M500 and 4RE in-car camera systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500

in-car camera systems in CommandCentral Aware, and administrators can add, edit or remove systems as needed.

When in-car cameras are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, cabin, rear, panoramic and side (depending on camera model) views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous in-car camera livestreams.

V300 Body-Worn Cameras

The CommandCentral Aware Plus offer comes with the ability to integrate with V300 body-worn cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

V700 Body-Worn Cameras

The CommandCentral Aware Plus offer comes with the ability to integrate with LTE-enabled V700 body-worn cameras. This integration brings V700 location device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor without needing to be within range of WiFi.

CAPE-Equipped Drones

The CommandCentral Aware Plus offer comes with the ability to integrate with CAPE-equipped drones. This integration brings in any active drone's location, device details and the livestream from a CAPE-equipped drone into CommandCentral Aware on the map and in the event monitor.

License Plate Recognition (LPR) Camera Location, Detail and Hot Hit Alerts

Vigilant VehicleManager

The CommandCentral Aware Plus offer comes with the ability to integrate with Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list display on the map at the location of the camera that generated the scan. Hits also display in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.

CAD Incident and CAD-Provided Unit Location, Detail and Status

CommandCentral, PremierOne or Flex Computer Aided Dispatch (CAD)

The CommandCentral Aware Plus offer comes with the ability to integrate with CommandCentral CAD, PremierOne CAD and Flex CAD. This integration allows users to see incidents and details including incident type, location, narrative, priority and status on the map and event monitor. If Automatic Vehicle

Location (AVL) status is reported through the CAD feed, the location of devices or units may also be displayed.

Community and Business Registered Cameras on the Registry Map

CommandCentral Community

The CommandCentral Aware Plus offer comes with the ability to display information and location of cameras registered in CommandCentral Community included in a map layer in CommandCentral Aware.

Rave Facility

The CommandCentral Aware Plus offer comes with the ability to support business cameras registered in Rave Facility via a data layer in CommandCentral Aware.

Panic Button, Tip Location and Details

CommandCentral Community

The CommandCentral Aware Plus offer comes with the ability to display tip submission details from CommandCentral Community. Users can access critical details submitted by the user including incident type and multimedia attachments via a data layer in CommandCentral Aware.

*Rave Mobile Safety Panic Button**

The CommandCentral Aware Plus offer comes with the ability to integrate with Rave Mobile Safety Panic Button. When a panic alert is initiated, an alert will be mapped in CommandCentral Aware and populated into the event monitor. Users can access critical details submitted by the user including activator's profile, incident type and multimedia attachments.

*Other third-party apps available depending on region.

9-1-1 Call Location and Details

VESTA 9-1-1 and VESTA NXT

The CommandCentral Aware Plus offer comes with the ability to integrate with the VESTA 9-1-1 and VESTA NXT call handling system. When a 9-1-1 call or text comes into VESTA 9-1-1, the CommandCentral Aware map has the ability to plot, center, and zoom upon answer and call updates. For each call or text, Class of Service icons will display with an uncertainty radius. Additionally, if available, CommandCentral Aware will display enhanced location data from RapidSOS associated with a wireless call. 9-1-1 calls and text will also populate in the event monitor.

Fixed Video Location, Detail and Livestreaming

The CommandCentral Aware Plus offer allows public safety agencies to expand their footprint of cameras by utilizing integrations with video management systems (VMS), real time streaming protocol (RTSP) connection and the Edge appliance.

Motorola Solutions Video Management Systems (Alta, Unity)

The CommandCentral Aware Plus offer provides the ability to integrate with Motorola video management systems and video streaming platforms. Camera feeds from connected video management system(s) can be streamed in the CommandCentral Aware web video viewer.

- View up to 16 feeds at once from across systems.

- Playback recorded videos where available.
- Group cameras from across systems and open all livestreams available in a specific location.
- Ingest video analytic alerts from compatible VMS as events. View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage, clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

Third-Party Fixed Video Management Systems

The CommandCentral Aware Plus offer comes with the ability to integrate with select third-party video management systems (VMS). Camera feeds from connected video management system(s) are able to be streamed in the CommandCentral Aware video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Clip or snapshot video footage to share or save as evidence.
- Group cameras from across systems and open all livestreams available in a specific location.
- View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage (when supported by the VMS), clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

Real Time Streaming Protocol (RTSP) Video Connection

Stream publicly accessible IP cameras with supported media formats including WebRTC, HLS, RTSP, RTMP. This connection allows your agency to configure a secure connection to livestream third-party owned, public IP cameras. Direct connection enables livestreaming only; no video storage is provided by CommandCentral Aware.

Edge Appliance Video Connection

Connect up to 30 IP security cameras on a network for immediate access to camera data including live video, device information and location. Cameras that support ONVIF Profile S allow for automated discovery and provisioning for livestreaming in CommandCentral Aware. IP cameras that support WebRTC, HLS, RTSP, RTMP media formats on the network can be manually discovered and provisioned for livestreaming.

Third-Party Event Integrations

CommandCentral Aware Plus provides the ability to ingest alarms, events and location data through our ecosystem of third-party integrations powered by Aware's Event Ingest API. Aware offers a library of external connectors enabling the ability to ingest information from third-party CAD, LPR, mobile applications, devices, panic buttons and much more. Your Motorola representative can provide you with more information about third-party integrations available.

Developer Program with Documented Event Ingest API

Additional integrations with CommandCentral Aware Plus can be achieved via the CommandCentral Technology Developer Program which enables access to our Event Ingest APIs for third party partners and integrators. Your Motorola representative can provide you with more information about our API integrator program.

1.4 Protected Places Package

Protected Places is a program for community businesses, organizations or individuals to register their security cameras with the local law enforcement agency. Once registered, the camera's video footage can feed directly to CommandCentral Aware, providing vital information that can benefit the community with improved efficiency and faster response times.

The program includes a Motorola-hosted website that is customized and personalized for each agency. On this easy-to-use portal, customers can learn about the program, purchase devices via e-commerce and register their locations and agree to terms for camera sharing with public safety.

This portal can be linked on the agency website or it can be a standalone site, and it serves as:

- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
- A resource for users (businesses, organizations or residents) to learn about and purchase the Edge appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera

To register for the program, users are sent to a customized page for your agency. The registration process is short and straightforward, with clear explanations of the process.

Users can provide facility information for each of their locations that is shared with their public safety agency based on the address zip code:

- Name
- Address
- Contact information (name, email address, phone number)
- Registered cameras
 - Camera name
 - Camera placement (indoor/outdoor)

- Camera address
- Edge Appliance video streaming service
 - Device name
 - Device address
 - Cameras detected for streaming
 - Camera name
 - Camera address

From the registration webpage, customers can access your agency's privacy policies, MOUs and FAQs. They can also access your portal to explore Motorola cameras and create a lead to talk to an expert.

1.5 Cloud Security and Compliance

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

FedRAMP Certified Cloud

The CommandCentral Aware Plus offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Plus modules described above are not currently available with the FedRAMP deployment option.

Canada CCCS, Canada and Australia and New Zealand (ANZ) Clouds

The CommandCentral Aware Plus offer is available to be hosted on Motorola's CCCS (Canadian Centre for Cybersecurity) cloud environment as well as the Azure Canada and Azure ANZ clouds.

Some of the Aware Plus modules described above are not currently available with the CCCS, Canada and ANZ clouds.

1.6 Capacity and Latency

CommandCentral Aware instances have the following capacity parameters:

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 32,000 total fixed cameras supported per CommandCentral Aware instance.

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Network Bandwidth Specifications

- **Network:** Customer provided internet access and remote access capability
- **Minimum bandwidth:** 1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

Networking Requirements

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.

Box	Source IP	Destination IP	Protocol	Destination port
CloudConnect	<CloudConnect IP>	idm.imw.motorolasolutions.com	TCP	443
	<CloudConnect IP>	aware-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	admin-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	aware-publisher-ws.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	registry.commandcentral.com	TCP	443
	<CloudConnect IP>	s3-us-west-2-r-w.amazonaws.com	TCP	443
	<CloudConnect IP>	platformy-registry.s3.us-west-2.amazonaws.com	TCP	443

Box	Source IP	Destination IP	Protocol	Destination port
	<CloudConnect IP>	oneinterfaceblobstore.blob.core.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	ccinterfaces-ccbroke-prod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	ccinterfaces-sasgen-prod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	services.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	qrbubhpaovhi-sbu.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	qrbubhpaovhi-sbu.servicebus.usgovcloudapi.net	TCP	5671
	<CloudConnect IP>	loc-srv-ingest-production.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	loc-srv-ingest-2-production.servicebus.usgovcloudapi.net	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001
(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	admin.commandcentral.com	TCP	443
	<Aware client IP(s)>	aware.commandcentral.com	TCP	443
	<Aware client IP(s)>	idm.imw.motorolasolutions.com	TCP	443

1.7 Customer Provided Hardware

Motorola recommends the following hardware specifications for customers providing their own hardware or Virtual Machine hosting. The Cloud Anchor server available through Motorola Solutions is typically an HP DL20 or similar grade server sized for up to 4 simultaneous VMs.

Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X
Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface Virtual Machine	16GB RAM, 2 virtual CPUs, 64GB disk storage
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

CommandCentral Aware Workstations PCs

Workstation PCs deployed to run CommandCentral Aware often display Aware modules over three separate monitors and require appropriate PC resources to display a variety of real-time data and videos across multiple displays, including the ability to stream up to 16 concurrent video feeds. Motorola does not sell PCs as part of the Aware deployment. Below are recommendations for customer provided PCs.

Processor	High-end Business or Server Grade Intel CPU ▪ Reference: ○ Intel Core i7 13700K 5.40 GHz (16 Cores) ○ Intel Xeon 3.0 GHz (12 cores) or greater
RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port
Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)

Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor or larger
Web Browser	Google Chrome (latest version available)

Section 2

Functional Description

2.1 Tyler New World CAD to CC Aware

The Tyler New World CAD to CommandCentral Aware Interface ("Interface") will receive CAD incident data from the Tyler New World CAD system and deliver it to the CommandCentral Event Ingest system. When incidents are delivered to the Event Ingest system, they will be available for display within the CommandCentral Aware ("Aware") user interface. When location information is available as part of the CAD incident, then the incident can be plotted on the Aware map. Additionally, a tabular list of incidents can be configured in the Aware interface.

Use Cases

ID	Description
UC-01	Active CAD incidents will be displayed in CommandCentral Aware

Technical Requirements

Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bi-Directional	Acknowledge Received / Send
Tyler New World CAD (version unknown)	File poller (FTP/SFTP/SMB)		Yes		

Configuration

Configuration of the interface will be done via CommandCentral Admin (CC Admin) as well as locally on the CloudConnect platform.

Assumptions/Limitations

- Files representing CAD incident updates will be delivered to a file share by the CAD system. The Interface will retrieve the CAD incident update files, translate them, and send the translated results to CC Aware.
- No filtering or extra processing of the data or business logic (beyond what is necessary to convert it into CommandCentral format) will be performed. Each incident is expected to be received in a single message and no cross-referencing or secondary table lookups should be necessary.
- Bi-directional communications with Tyler New World CAD are not supported (i.e. there will be no ability to send messages, commands, etc. from the CommandCentral system back to Tyler New World CAD).
- All data fields described below to be imported into CommandCentral are subject to availability from the source system.
- Authentication is assumed to be done via provisioned, static credentials that do not expire.
- Polling intervals of less than 30 seconds may not be supported.
- The file server (FTP, SFTP, or SMB) is provided by and managed by the customer and/or Tyler.

- Customer will provide access to developer documentation and API information for the Tyler New World system. Customer will provide access for MSI engineering (via VPN or another mechanism) to a Tyler New World sandbox environment for development and testing of the interface. If no sandbox system is available, Customer understands that final testing may need to be completed on their production Tyler New World system.

The Interface will be hosted on the CloudConnect platform located on the customer's premises. Customer will ensure that all applicable network access is available for the CloudConnect platform to communicate with the file server/Tyler New World system as well as the CommandCentral cloud.

2.2 System Diagram

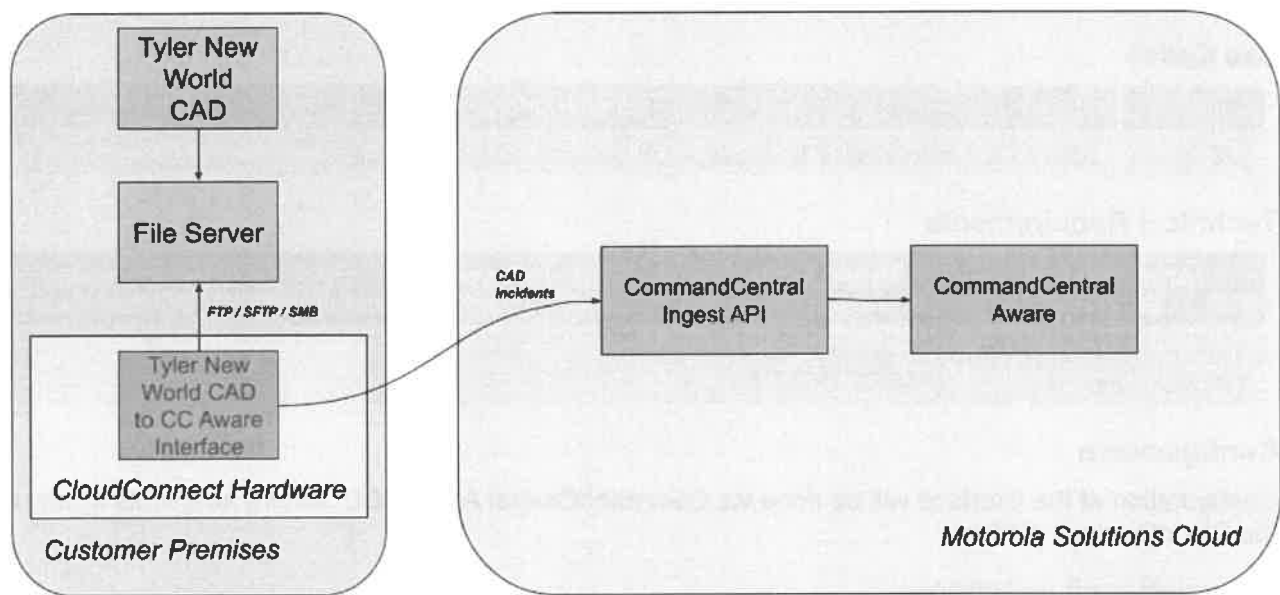


Figure 1: System Diagram

Data Elements sent to CommandCentral

CAD Incidents

- Incident ID
- Create Datetime Event Timestamp • Priority
- Call Type Description Label
- Problem Detailed Description
- Aware Details area:
 - Incident number
 - Call number
- Aware Comments:

- Narrative creation time
- Narrative text
- Narrative Entered User
- Narrative ID
- Latitude/Longitude
- Location Address display string
- Common Name Location description
- Icon: police

Motorola Solutions Responsibilities

- Implement the Interface according to the details specified in this document
- Configure and deploy the Interface to work with the customer's systems
- Conduct a functional demonstration validating the Interface works in accordance with this document

Customer Responsibilities

- Provide MSI access to API documentation and developer documentation for the Tyler New World system
- Provide MSI engineering access to an Tyler New World sandbox system for development and testing
- Perform any configuration necessary to permit MSI CommandCentral cloud-based systems to access Tyler New World API and/or file server (firewall configuration, etc.)
- Provide MSI the necessary credentials to access the Tyler New World API and/or file server with appropriate permissions configured • Coordinate meetings/discussions with 3rd party vendors as needed
- Participate in system and acceptance testing

Section 3

Rave LINK+Panic Button- Statement of Work

3.1 Rave LINK Overview

3.1.1 Product Specifications and Terms of Use

RAVE LINK is a secure and interoperable solution for public safety agencies to speed response times by sharing CAD data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Rave LINK provides data ingestion of Incidents and dynamic location of resources from an agency's CAD system, which can then be displayed within an agency or an adjacent agency's Radius EXCHANGE Map or LIGHTNING Mobile Application. RAVE LINK gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

3.2 Features & Functions

- **Cross Agency Visibility** - Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.
 - **CAD Incidents** - Ingest, normalize and distribute CAD Data with advanced filter by incident type to Radius users within your agency and permission based access by authorized neighboring agencies.
 - **CAD AVL** - Ingest, normalize and distribute CAD AVL Unit Location with advanced filter by Discipline and Unit Type, to Radius users within your agency and permission-based access by authorized neighboring agencies.
- **Proximity Alerts** - Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.
- **Complex Incident Management** - During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.
- **Notifications** via SMS, voice, email, or applications based on automated rules leveraging CAD incident data.

Rave shall provide the customer with a deployment and configuration point of contact on the Rave Services team. This person will provide you with necessary operational and technical documentation, answer questions, configure operational rules, and provide access to additional technical or operational personnel within Rave, as necessary.

- Product Interfaces - Configure and training for the operation of message template administrator interface for templated messages and automated rule-based sending by Rave Link to designated personnel.
- Incident action plan – Configure and train operation of administrator's interface for configuring event templates, tasks, assignments, and supplementary materials to guide your staff through manual or partly-manual processes.
- Documentation and Tools - Rave shall provide the necessary functional and technical documentation and tools necessary to facilitate deployment and train users on the Product Interfaces.
- Interface functional user guides for necessary interfaces including Rave Alert and Rave Admin View.
 - Technical integration manuals explaining options for conveying CAD data to Rave.
 - Data mapping spreadsheets to facilitate mapping your data into Rave's standard data model to enable rule-writing and inter-agency data sharing.

3.3 Terms of Use

- Acceptance of the Motorola Subscription Software Agreement is required for this option.
- Acceptance of the RAVE Aware Supplement

3.4 Rave Link Network Architecture & Hardware Minimum Requirements

As part of the Rave Link deployment, a CAD system must have the ability to use the Motorola Command Central Cloud API. If a CAD system does not have the ability to connect to the Motorola Command Central Cloud API, then the Motorola Edge Platform appliance needs to be installed to pass data securely. The appliance should be within the Public Safety Answering Point 's(PSAP's) environment behind a firewall with network access to the CAD system.

The virtual machine architecture reserves and isolates compute resources avoiding impact to CAD resources, provides observability metrics and logs that include system health monitoring and troubleshooting to Motorola Solutions (MSI) (system health monitoring and troubleshooting), and can be remotely patched and upgraded without adding overhead to the PSAP's IT team.

- Standardized MSI platform adhering to the Motorola cloud security policy that facilitates secure passes data between premise solutions and the MSI cloud to maintain CJIS compliance
- Facilitates a secure data handoff between CAD and the MSI cloud maintaining Criminal Justice Information Services (CJIS) compliance
- Monitoring services alerting on system health and data disruption events
- VM isolates resource impact from other applications (CAD, etc)

3.5 Rave Link Network Architecture and Requirements

Connecting Rave Link with a non MSI CAD solution requires a conveyance appliance to be deployed on premise to pass incident and AVL data to MSI's secure CAD cloud.

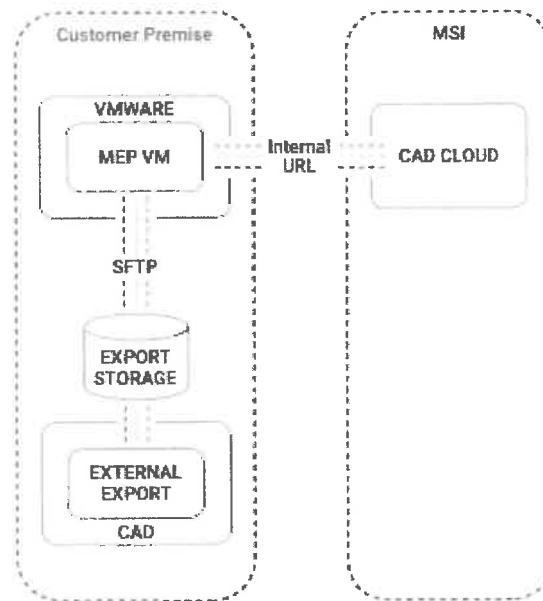


Figure 1: Rave Link Network Architecture

3.6 Self-Hosted MEP Compute & Network Resources

The MEP OVA should be installed on a ESXI hypervisor running ESXI 7.0 with the following settings:

- Deploy virtual machine with vTPM
- 1 TB disk size, thin provisioning
- 5 CPUs
- 9 GB RAM
- EFI firmware, with Secure Boot enabled
- Virtual hardware version: 13
- Guest OS type: rhel7-64 (Red Hat Enterprise Linux 8 is actual MEP operating system)
- Network Adapter Type: vmxnet3
- SCSI Adapter: VMware paravirtual SCSI

3.7 Customer Obligations

Rave Link provides powerful capabilities to optimize PSAP operations and reduce burdens on PSAP staff. To realize these benefits, an initial investment of effort is necessary to support the deployment and configuration of Rave Link. The efficiency of this deployment is dependent primarily on the PSAP's ability to provide relevant Information and Access to Data, via the involvement of necessary Personnel. Rave understands that the deployment of Rave Link is one of many important projects our customers are responsible for, and will work with you to deploy on a schedule realistic for your PSAP. However, experience has shown us that the customers who make a concerted effort to deploy as efficiently as possible derive the most benefit from the system.

The customer shall provide Rave two points of contact:

- A Project Owner: This person shall be invested in the success of the project and responsible for ensuring the timely provision of necessary Information and Access to Data, as described below.
- A Technical Lead: this person shall be responsible for the technical aspects of the product deployment.

The Project Owner and Technical Lead must possess information and expertise in the following areas, or else provide access to such people and ensure their cooperation:

- PSAP Operations
- CAD Administration
- Information Technology (IT)

Information - PSAP Operations

- Operational Rules - The customer is responsible for defining all operational rules desired and indicating which message templates or incident action plan should be automatically invoked by Rave Link when the rule is satisfied. For example, "Send template "Notify Chief" when an event of type Structure Fire is detected within Fire District 1 geo-boundary".
- Geo-Boundaries - The customer is responsible for providing all geo-boundaries necessary for automated rules in a supported format. For example, if different fire chiefs are to be notified about the same type of events in different towns, a boundary file must be provided for each relevant area.
- Message Template Content & Message Targets
 - The customer is responsible for managing the contact information for all people to be messaged via the system. Rave provides numerous ways to manage contact information manually or automatically - clearly documented in functional user guides.
 - The customer is responsible for creating all templated messages that the customer desires Rave Link to send automatically when a Rule is invoked.
- Incident Action Plans, Steps, Resources, & Assignees - The customer is responsible for creating all guided incident action plans, adding checklist steps, creating assignments, and adding supplemental resources like documents.
- Interagency Data Sharing
 - Rave Link can share data across agencies to improve situational awareness and inter-agency collaboration.

- The customer is responsible for establishing relationships with other PSAPs and agencies with which you wish to share data. The customer is responsible for specifying which specific event types and event data fields are permissible to share with which other entities.

3.8 Access to Data - CAD Administration

- In order for Rave Link to function, the customer's CAD data fields must be mapped to Rave's NENA standards-based data model.
- The customer is responsible for understanding your CAD system's data schema, agency-specific configurations, and how your PSAP uses CAD operationally such that you can indicate to Rave which fields and data values contain the data necessary for Rave Link to function.
- If that knowledge is not available within the PSAP, the customer is responsible for working with your CAD company, consultants, or others to identify and indicate the necessary data fields.

3.9 Information Technology (IT)

- The customer is responsible for providing secure network access to the PSAP in order to transport the necessary CAD data to Rave.
- The customer is responsible for providing access to necessary CAD data via MSI connector and transport appliance, installed at Customer location, the customer makes the necessary data available to the tool through either:
 - XML or JSON files dropped in a location the tool reads from OR
 - creating a SQL Server view for the tool to read from.
- See 3.5 Rave Link Network Architecture & Hardware Minimum Requirements for additional details.

3.10 Rave Panic Button Implementation

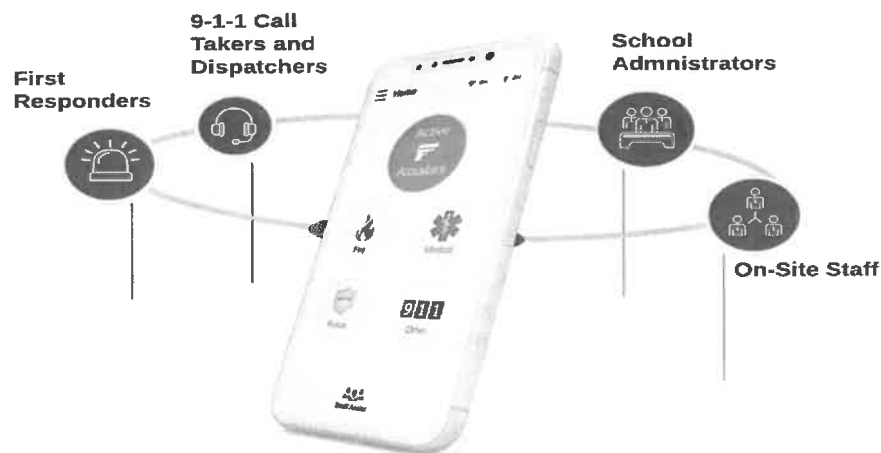


Figure 2: Rave Panic Button

3.11 Implementation

Easy Onboarding, Even for Large Districts

Having implemented thousands of schools in local, regional, and statewide adoption of Rave Panic Button, each school will find a successful path to onboarding with Rave Panic Button. Each new Rave customer is assigned a dedicated Implementation Manager. This is the single point of contact during implementation, who provides practical experience, expertise, and best practices.

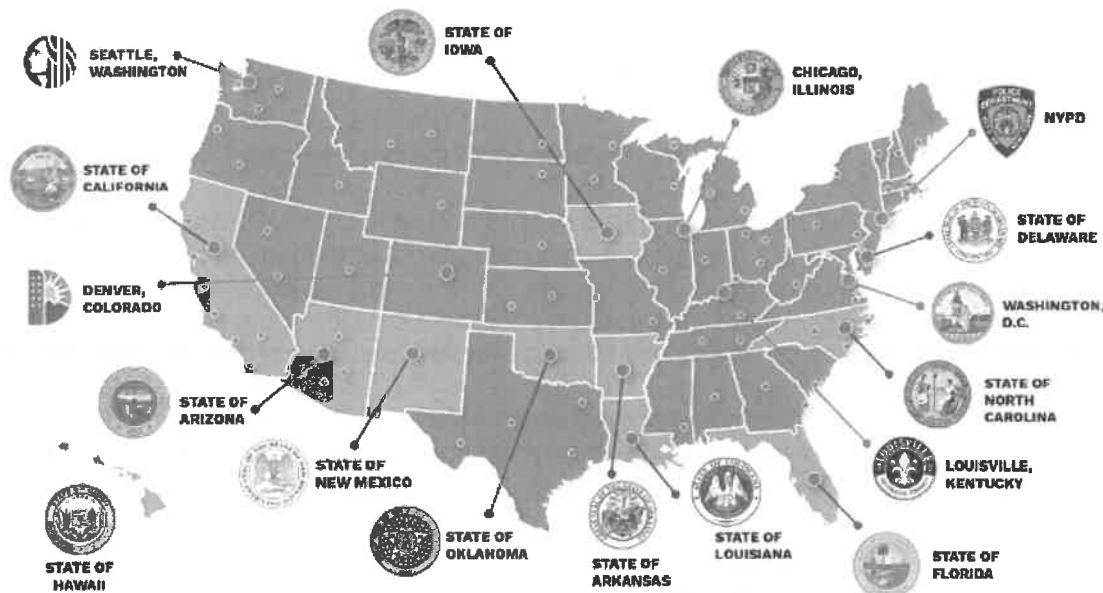


Figure 3: Large State & Regional Deployments

Our implementation strategy is based on an agile methodology and service model in use by over 10,000 Rave customers. During the project kickoff, Rave will provide a customized project checklist that can be used to ensure that for each site all required project components are properly addressed.

Rave Implementation Manager Responsibilities

- Project Management
- Test plan development
- Resource allocation
- Configuration Management
- Change Management
- Issue Management
- Risk Management

Timetables may vary based on specific customer needs, implementation of optional integrations, or configuration needs for features requiring some customization. Rave completed a state-wide deployment in Arkansas in less than three months. In Brevard County, FL (110 school district)

implementation from date of purchase to fully initialized and functional was completed in under two weeks.

Upon completion of an agreement, Rave will work with you to establish a kick-off engagement for key stakeholders. The implementation manager will provide the access key for Panic Button Facility setup at this time, which outlines an easy-to-follow 5-step approach to deployment.

Client Responsibilities

This project requires operational support within the Client environment as well as awareness and training for authorized users, staff and other emergency response partners to ensure proper functioning of Rave Panic Button. The following outlines expected activities to be performed in support of the Panic Button deployment:

- **Project management** and executive support to coordinate the deployment of Rave Panic Button
- **Initial facility data entry and ongoing maintenance** to ensure that activations of the Panic Button app and other calls to 9-1-1 are appropriately recognized as originating from a covered location, as well as to deliver emergency notifications to the correct individuals / groups.
- **Integration of Panic Button functionality** into the applicable site-specific emergency response procedures and best practices as well as any training required to ensure proper implementation of those procedures.
- **Training for employees** through the use of the training materials provided by Rave
- **Regular exercising of emergency response** incorporating Rave Panic Button and in coordination with the local 9-1-1 center, police, fire and emergency medical services agencies.

For Each School Protected by Rave Panic Button

Upon completion of an agreement, Rave will work with you to set a time for a Kickoff Call, which will take roughly 30 minutes. The Kickoff Call will set the stage for the implementation, detailing who the Rave Implementation Manager will be and allow your team to be recognized as well. The implementation manager will provide the access key for Panic Button Facility setup at this time, which outlines an easy to follow 5 step approach to deployment:

- Understand what the solution is and does and allow you to share information to your assigned staff regarding the deployment.
- Creation of your facility profiles, including addition of details such as floor plans etc.
- Facility Approval coordination with 9-1-1, where applicable
- Addition of your contact data to the system, authorizing those users to receive notifications during an event, as well as download the Rave Panic Button app from their respective app store.
- Addition of Panic Button into your existing school safety protocols and testing.

3.11.1 Training and Support

To ensure successful operation of the system and integration into various security and emergency response workflows and processes, Rave will provide the following training and support services:

- **Provide training tools** PowerPoint decks, Administration Guide, videos, etc.
- **Provide remote access support** as needed for new feature deployments.

- **Provide 24x7 phone and email technical support** as well as 8x5 phone and email support for non-critical support questions.
- **Provide sample SOPs** and FAQ documents.

Section 4

CommanCentral Aware: Statement of Work

4.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Yuma Police Department, City of AZ (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

4.1.1 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

4.1.2 Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

4.1.3 Project Roles and Responsibilities

4.1.3.1 Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, webconference or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola has developed and refined its project management approach based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes and integrated software tools for effective project execution and control, our practices support the design, production and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Consultant

If Consulting Services are included with this offer, the Motorola Consultant will work with the Customer project team on operationalizing the system into Customer's workflows and processes. The Consultant's responsibilities include the following:

- Provide training and guidance to the Customer on the use, operation and integration of the system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. As the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate and log issues with Support, Product Management and Sales.
- Provide ongoing customer communication about progress, timelines and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

4.1.3.2 Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team, including timely facilitation of efforts, tasks and activities.
- Maintain project communications with the Motorola Project Manager.

- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s) and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide Motorola personnel building access (and issue temporary identification to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP).

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the

project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the Business Process Review (BPR) and the analysis, training and provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

4.1.3.3 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the system not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors and the like.
- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.

- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

4.1.4 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.

- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

4.2 CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

4.2.1 Agency and User Setup

The Customer's agency(ies) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin application. The provisioning process allows the agency(ies) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin application to establish the Customer and the Customer's agency(ies) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin application to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

4.2.2 Project Kickoff

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.

- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are included, request API, SDKs, data schema and any internal and third- party documents necessary to establish interfaces with local and remote systems.

Customer Responsibilities

- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that any necessary non-disclosure agreements, approvals and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e., IT Manager, CAD Manager and any other key contact information as part of this project.
- Validate access to the LXP and CommandCentral Admin application.
- Provide the information required in the Implementation Packet.

4.3 Contract Design Review (CDR)

4.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator access to CommandCentral Admin application.
- Grant Customer LXP Administrator access to the LXP.

- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, provide shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

Completion Criteria

Delivery of CDR Summary report.

4.3.2 Interface Delivery Review

The objective of the interface delivery review is to discuss the user experience presented by each contracted interface, collect network information, API and access credentials required to connect to third-party systems, and document specific configuration parameters.

Motorola Responsibilities

- Discuss the need for additional information such as third party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
- Conduct reviews of the interface(s) to explain how each function as well as any dependency on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.
- Add interface related details to the CDR Summary report.

Customer Responsibilities

- Provide all required third party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.
- Make knowledgeable individuals available for the interface reviews.
- As applicable, test any existing equipment and/or any third party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.
- Discuss information on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting so as not to impact the project schedule.
- Establish network connectivity between the CloudConnect Virtual Machine and all third party interface demarcations included as part of this project.

Completion Criteria

Delivery of CDR Summary Report.

4.4 Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is required for optimal performance. CommandCentral Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

4.5 Hardware/Software Installation and Configuration

4.5.1 CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

4.6 Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

4.6.1 Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel who are proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with CommandCentral Solution.

Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades and/or additional software licenses, those costs will need to be addressed through the change provision of the contract.

4.6.2 ASTRO 25 Location Integration

If Astro Location is being used by another application, the following responsibilities are applicable:

Motorola Responsibilities

- Configure connection between CloudConnect Virtual Machine and the existing ASTRO 25 Intelligent Middleware (IMW) system.
- Perform a remote IMW software upgrade (if required for compatible version).
- Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on emergency and location on demand.
- Install core and site licenses for enhanced data, if enhanced data is selected.

Customer Responsibilities

- Provide IMW system.
- Program the subscriber fleet to support the Location on PTT functionality.

4.6.3 CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

4.7 CommandCentral Solution Provisioning

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin application, provision users and groups based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

4.8 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

4.9 CommandCentral Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

4.9.1 Learning eXperience Portal (LXP Online Training)

This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and

updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

4.9.2 Instructor-Led Training Motorola Responsibilities

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Two Days On-site Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

4.10 Completion Milestone

Following the conclusion of the delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

4.11 Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.

Section 5

Pricing Summary

5.1 Pricing Summary

Proposal Item Description	Price Year 1 USD
COMMANDCENTRAL AWARE	
CommandCentral Aware Plus Subscription #Video Devices 300 #Location Devices 300	\$59,280
Integration: Vesta 911-QTY 4 LRRP Rave Alert Vehicle Manager	\$0
Interface: Tyler New World CAD to CC Aware –QTY 3	\$4,590
Interface: Verkada- QTY 3	\$9,000
Integration: CommandCentral Edge Appliance & HW Box	\$1,655
CommandCentral Cloud Anchor Server	\$20,226
CommandCentral Onsite *2 Days	\$14,057
Implementation/Installation Services	\$66,860
CommandCentral Aware Year 1 Total	\$175,668
CommandCentral Aware Discount	\$99,629
CommandCentral Aware Discounted Year 1 Total	\$76,039
RAVE	
Rave Licenses Subscription	\$160,380
Safety & Protection Set-up fee & Rave Aware One-time Fee	\$17,500
One time Professional Service Fee	\$5,000
Rave Year 1 Total	\$182,880
CommandCentral Aware & RAVE Grand Total Year 1	\$258,919

5.2 Standard Maintenance Annual Pricing Summary

Standard Maintenance Summary	CommandCentral Aware	Rave Solution	Total
Year 1	\$76,039	\$182,880	\$258,919
Year 2	\$66,822	\$160,380	\$227,202
Year 3	\$66,822	\$160,380	\$227,202
Year 4	\$66,822	\$160,380	\$227,202
Year 5	\$66,822	\$160,380	\$227,202
5-year Grand Total (exclusive of tax)			\$1,167,727

Motorola Customer Loyalty Discount with signed contract- Discount Expires 12/15/2024

5.3 Payment Milestones

Payment

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase Milestones

Payment Milestone	Payment
Execution of Contract	50%
Final Acceptance	50%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Motorola will invoice Customer annually in advance of each year of the plan. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all

Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8% - 3% base).

Section 6

Terms and Conditions

Motorola's Proposal is subject to the terms and conditions of the Maricopa County's Contract School Safety Pilot Program, 230076-RFP, executed on November 22, 2023, its Exhibits and applicable Addenda. Additionally, the City of Yuma Police Department's proposal to purchase via this Contract is contingent upon the City receiving approval from Maricopa County. The City of Yuma Police Department may accept this quote by signing and returning a signed copy of this proposal to Motorola.

Additionally, the City of Yuma Police Department's proposal to purchase via this Contract is contingent upon the City receiving approval from Maricopa County or executing an Intergovernmental Cooperative Purchasing Agreement ("ICPA") in accordance with Section 8.0 of the Contract.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones.

By signing and returning this proposal to Motorola, this serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal / Quote 2834325 dated 10/8/24 for the purchase price of \$1,167,727.33 (exclusive of tax), subject to the terms and conditions of Maricopa County's Contract School Safety Pilot Program, 230076-RFP, executed on November 22, 2023.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

The Parties hereby enter into this agreement of the above statement (Agreement) as of the last signature date below.

Motorola Solutions, Inc.

By: Carrie Hemmen

Name: Carrie Hemmen

Title: MSSSI Sr. Vice President, Software Sales

Date: November 7, 2024

Yuma Police Department, City of AZ

By: John D. Simon

Name: John D. Simon

Title: City Administrator

Date: 12/10/2024

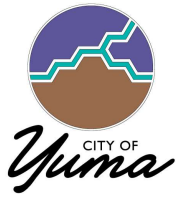
Terms and Conditions

ATTEST:
[Signature]
Yuma City Clerk

Approved at the City Council Meeting of:
Dec 11, 2024
City Clerk: [Signature]

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

City Clerk
Approved by the City Council Meeting of



City of Yuma

City Council Report

File #: R2025-034

Agenda Date: 5/7/2025

Agenda #: 2.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation - South Frontage Rd. and Avenue 10E Project

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation for scoping services on the South Frontage Rd and Avenue 10E Project. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's vision and strategic outcome of Safe and Prosperous. The Traffic Signal Project will improve safety at the intersection.

REPORT:

The proposed scoping services consist in the review of a HSIP application to install a traffic signal and right turn lane at the intersection of South Frontage Road and Avenue 10E (Project).

The Project scoping cost estimate under this IGA is \$40,000.00, which includes federal funding through the HSIP of 94.3% (\$37,720.00) and the required City's match of 5.7% (\$2,280.00), plus any costs that exceed the \$40,000.00 estimate. The State will administer the scoping phase, and final design and construction will be addressed in a separate agreement, as applicable.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,280.00	BUDGETED:	\$ 40,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 37,720.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$40,000.00	HSIP-TS3/ 198-Grant 102 Road Tax	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/29/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/29/2025

RESOLUTION NO. R2025-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SCOPING OF SOUTH FRONTAGE RD AND AVENUE 10E PROJECT

WHEREAS, the City of Yuma (City) desires to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and,

WHEREAS, a public need exists for improvements at the intersection of South Frontage Road and Avenue 10E hereafter referred to as the “Project”; and,

WHEREAS, the Highway Safety Improvement Program funding requires the City to enter into an IGA with the State of Arizona; and,

WHEREAS, the purpose of this IGA is for the State of Arizona to provide the scoping services for this Project, which includes the determination of environmental and right of way preliminary requirements; and,

WHEREAS, the State will administer the scoping services; and,

WHEREAS, the Project scoping cost is estimated at \$40,000, which includes federal aid (\$37,720) and the City’s match (\$2,280); and,

WHEREAS, the City acknowledges that the final Project amount may exceed the initial estimate identified in the IGA, and in such case, the City is responsible for the costs exceeding the initial estimate.

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

SECTION 1: The attached and incorporated IGA with the State of Arizona for scoping services for the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the proposed IGA on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files

ADOT CAR No.: IGA 25-0010976-I
AG Contract No.: P0012025000321
Project Location/Name: S Frontage
Rd/Ave 10E
Type of Work: Scoping
Federal-aid No.: HSIP-YUM-0(237)T
ADOT Project No.: T0669 03L
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104908

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services to review a Highway Safety Improvement Program (HSIP) application to install a traffic signal and right turn lane at the intersection of South Frontage Road and Avenue 10E, (the "Project" or the "Scoping"). Scoping also includes the determination for environmental and right of way preliminary requirements. The Project cost, shown in Exhibit A, is estimated at \$40,000, which includes federal aid and the Local Agency's match. The State will administer the Scoping. Final design and construction will be addressed in a separate agreement as applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Scoping costs, estimated at \$2,280. If Scoping costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Scoping. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Scoping.
 - c. After receipt of the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Scoping. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the Local Agency as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of Scoping costs, estimated at \$2,280. Be responsible and pay for the difference between

the estimated and actual Scoping costs of the Project within 30 days of receipt of an invoice.

- c. Prepare and provide all documents pertaining to the Project.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all scoping related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

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

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. **Non-Discrimination.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. **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.
17. **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.
18. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
 Traffic Safety Section
 1615 W Jackson Street, Mail Drop 065R
 Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. 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.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

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

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

By _____ Date _____
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
IQBAL HOSSAIN, PE
Multimodal Planning Division
Acting 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. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

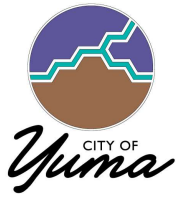
EXHIBIT A
Cost Estimate

T0669 03L

The Project costs are estimated as follows:

Scoping:

Federal-aid funds @ 94.3%	\$ 37,720
Local Agency's match @ 5.7%	2,280
	<hr/>
Subtotal – Scoping	\$ 40,000
Estimated TOTAL Project Cost	\$ 40,000
Total Estimated Local Agency Funds	\$ 2,280
Total Federal Funds	\$ 37,720



City of Yuma

City Council Report

File #: R2025-035

Agenda Date: 5/7/2025

Agenda #: 3.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation - Install Three Pedestrian Hybrid Beacon Crossings

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with Arizona Department of Transportation for scoping services to install three pedestrian Hybrid Beacon Crossings. This is a Highway Safety Improvement Program Funding (HSIP) project. (Engineering) (Dave Wostenberg)

STRATEGIC OUTCOME:

This project will further the City Council's strategic outcomes of Safe and Prosperous and Active and Appealing by reducing pedestrian-related accidents and encouraging pedestrian and bicycle traffic.

REPORT:

The work proposed under this IGA consists of scoping services (Projects) to review a HSIP funding application to install three Pedestrian Hybrid Beacons (HAWKs) at:

- 16th Street and Arcadia Lane or approximately 280 feet west of Arcadia Lane,
- 8th Street and 5th Avenue, and
- 8th Street and Clifford Way,

The Projects scoping phase includes the determination for environmental clearance and right of way preliminary requirements.

The Project scoping cost estimate under this IGA is \$40,000.00, which includes federal funding through the HSIP of 94.3% (\$37,720.00) and the required City's match of 5.7% (\$2,280.00), plus any costs that exceed the \$40,000.00 estimate. The State will administer the scoping phase, and final design and construction will be addressed in a separate agreement, as applicable.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,280.00	BUDGETED:	\$ 40,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 37,720.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$40,000.00	HSIP-HAWK/ 102 & 198	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

This City funded portion of the project to use City Road Tax funding in the amount of \$2,280.00.

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/29/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/29/2025

RESOLUTION NO. R2025-035

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA, APPROVING AND AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT FOR THE SCOPING
SERVICES TO INSTALL THREE PEDESTRIAN HYBRID BEACON
CROSSINGS**

WHEREAS, the City of Yuma (City) desires to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and,

WHEREAS, a public need exists for improvements at the intersections of (1) 16th Street at Arcadia Lane, (2) 8th Street at 5th Avenue, and (3) 8th Street at Clifford Way; and,

WHEREAS, the Highway Safety Improvement Program funding requires the City to enter into an IGA with the State of Arizona; and,

WHEREAS, the purpose of this IGA is for the State of Arizona to provide the project scoping services for this project, which includes the determination of environmental and right of way preliminary requirements; and,

WHEREAS, the State will administer the scoping services; and,

WHEREAS, the project scoping cost is estimated at \$40,000, which includes federal aid (\$37,720) and the City's match (\$2,280); and,

WHEREAS, the City acknowledges that the final Project amount may exceed the initial estimate identified in the IGA, and in such case, the City is responsible for the costs exceeding the initial estimate.

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

SECTION 1: The attached and incorporated IGA with the State of Arizona for scoping services for the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the proposed IGA on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

ADOT CAR No.: IGA 25-0010977-I
AG Contract No.: P0012025000322
Project Location/Name: Various
Locations, 3
Type of Work: Scoping
Federal-aid No.: HSIP-YUM-0(239)T
ADOT Project No.: T0674 03L
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104910

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services to review a Highway Safety Improvement Program (HSIP) application to install three Pedestrian Hybrid Beacons (HAWKS) at 16th Street and Arcadia Lane or approximately 280 feet west of Arcadia Lane, 8th Street and 5th Avenue, and 8th Street and Clifford Way, (the "Project" or the "Scoping"). Scoping also includes the determination for environmental and right of way preliminary requirements. The Project cost, shown in Exhibit A, is estimated at \$40,000, which includes federal aid and the Local Agency's match. The State will administer the Scoping. Final design and construction will be addressed in a separate agreement as applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Scoping costs, estimated at \$2,280. If Scoping costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Scoping. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Scoping.
 - c. After receipt of the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Scoping. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the Local Agency as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of Scoping costs, estimated at \$2,280. Be responsible and pay for the difference between

the estimated and actual Scoping costs of the Project within 30 days of receipt of an invoice.

- c. Prepare and provide all documents pertaining to the Project.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all scoping related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

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

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. **Non-Discrimination.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. **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.
17. **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.
18. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
 Traffic Safety Section
 1615 W Jackson Street, Mail Drop 065R
 Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. 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.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

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

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

By _____ Date _____
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
IQBAL HOSSAIN, PE
Multimodal Planning Division
Acting 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. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A

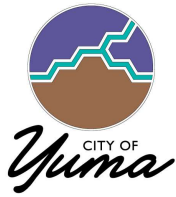
Cost Estimate

T0674 03L

The Project costs are estimated as follows:

Scoping:

Federal-aid funds @ 94.3%	\$ 37,720
Local Agency's match @ 5.7%	2,280
	<hr/>
Subtotal – Scoping	\$ 40,000
Estimated TOTAL Project Cost	\$ 40,000
Total Estimated Local Agency Funds	\$ 2,280
Total Federal Funds	\$ 37,720



City of Yuma

City Council Report

File #: R2025-036

Agenda Date: 5/7/2025

Agenda #: 4.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation - Avenue B and 3rd Street Traffic Signal Project

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation for scoping services on the Avenue B and 3rd Street Traffic Signal Project. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's vision and strategic outcome of Safe and Prosperous. The Traffic Signal Project will improve safety at the intersection.

REPORT:

The proposed scoping services (Project) consist in the review of a HSIP application to install a traffic signal at the intersection of Avenue B and 3rd Street.

The Project scoping cost estimate under this IGA is \$40,000.00, which includes federal funding through the HSIP of 94.3% (\$37,720.00) and the required City's match of 5.7% (\$2,280.00), plus any costs that exceed the \$40,000.00 estimate. The State will administer the scoping phase, and final design and construction will be addressed in a separate agreement, as applicable.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,280.00	BUDGETED:	\$ 40,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 37,720.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$40,000.00	HSIP- TS2/198-Grant 102 Road Tax	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/29/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/29/2025

RESOLUTION NO. R2025-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SCOPING OF AVENUE B AND 3RD STREET TRAFFIC SIGNAL PROJECT

WHEREAS, the City of Yuma (City) desires to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and,

WHEREAS, a public need exists for improvements at the intersection of Avenue B and 3rd Street hereafter referred to as the “Project”; and,

WHEREAS, the Highway Safety Improvement Program (HSIP) funding requires the City to enter into an IGA with the State of Arizona; and,

WHEREAS, the purpose of this IGA is for the State of Arizona to provide the scoping services for this Project, which includes the determination of environmental and right of way preliminary requirements; and,

WHEREAS, the State will administer the scoping services; and,

WHEREAS, the Project scoping cost is estimated at \$40,000, which includes federal aid (\$37,720) and the City’s match (\$2,280); and,

WHEREAS, the City acknowledges that the final Project amount may exceed the initial estimate identified in the IGA, and in such case, the City is responsible for the costs exceeding the initial estimate.

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

SECTION 1: The attached and incorporated IGA with the State of Arizona for the scoping services for the Project is approved.

SECTION 2. The City Administrator is authorized and directed to execute the IGA on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

ADOT CAR No.: IGA 25-0010974-I
AG Contract No.: P0012025000319
Project Location/Name: Ave B/3rd St
Type of Work: Scoping
Federal-aid No.: HSIP-YUM-0(238)T
ADOT Project No.: T0670 03L
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104906

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services to review a Highway Safety Improvement Program (HSIP) application to install a traffic signal at the intersection of Avenue B and 3rd Street, (the "Project" or the "Scoping"). Scoping also includes the determination for environmental and right of way preliminary requirements. The Project cost, shown in Exhibit A, is estimated at \$40,000, which includes federal aid and the Local Agency's match. The State will administer the Scoping. Final design and construction will be addressed in a separate agreement as applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Scoping costs, estimated at \$2,280. If Scoping costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Scoping. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Scoping.
 - c. After receipt of the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Scoping. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the Local Agency as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of Scoping costs, estimated at \$2,280. Be responsible and pay for the difference between the estimated and actual Scoping costs of the Project within 30 days of receipt of an invoice.

- c. Prepare and provide all documents pertaining to the Project.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all scoping related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.
4. **Cancellation.** This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days' written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the

negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal

regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. 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.
17. 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.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. 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.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

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

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

By _____ Date _____
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
IQBAL HOSSAIN, PE
Multimodal Planning Division
Acting 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. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

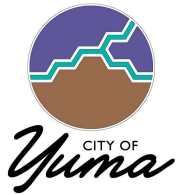
EXHIBIT A
Cost Estimate

T0670 03L

The Project costs are estimated as follows:

Scoping:

Federal-aid funds @ 94.3%	\$ 37,720
Local Agency's match @ 5.7%	<u>2,280</u>
Subtotal – Scoping	\$ 40,000
Estimated TOTAL Project Cost	\$ 40,000
Total Estimated Local Agency Funds	\$ 2,280
Total Federal Funds	\$ 37,720



City of Yuma

City Council Report

File #: R2025-037

Agenda Date: 5/7/2025

Agenda #: 5.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation - Intersection of 32nd Street and Cielo Verde Drive Project

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to scope a safety countermeasure to install a traffic signal at the intersection of 32nd Street and Cielo Verde Drive. This is a Highway Safety Improvement Program (HSIP) funding project. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's vision and strategic outcome of Safe and Prosperous. The Traffic Signal Project will improve safety at the intersection.

REPORT:

The proposed scoping services consist in the review of a HSIP application to install a traffic signal at the intersection of 32nd Street and Cielo Verde Drive (Project).

The Project scoping cost estimate under this IGA is \$40,000.00, which includes federal funding through the HSIP of 94.3% (\$37,720.00) and the required City's match of 5.7% (\$2,280.00), plus any costs that exceed the \$40,000.00 estimate. The State will administer the scoping phase, and final design and construction will be addressed in a separate agreement, as applicable.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,280.00	BUDGETED:	\$ 40,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 37,720.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP Grant & Road	
TOTAL	\$40,000.00	HSIP-TS1 198 Grant 102- City Road Tax	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/29/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/29/2025

RESOLUTION NO. R2025-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SCOPING OF THE 32nd STREET AND CIELO VERDE DRIVE PROJECT

WHEREAS, the City of Yuma (City) desires to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and,

WHEREAS, a public need exists for improvements at the intersection of 32nd Street and Cielo Verde Drive hereafter referred to as the “Project”; and,

WHEREAS, the Highway Safety Improvement Program funding requires the City to enter into an IGA with the State of Arizona; and,

WHEREAS, the purpose of this IGA is for the State of Arizona to provide the scoping services for this Project, which includes the determination of environmental and right of way preliminary requirements; and,

WHEREAS, the State of Arizona will administer the scoping services; and,

WHEREAS, the Project scoping cost is estimated at \$40,000, which includes federal aid (\$37,720) and the City’s match (\$2,280); and,

WHEREAS, the City acknowledges that the final Project amount may exceed the initial estimate identified in the IGA, and in such case, the City is responsible for the costs exceeding the initial estimate.

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

SECTION 1: The attached and incorporated IGA with the State of Arizona for scoping services for the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the proposed IGA with the on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk
City Attorney

Richard W. Files
City Attorney

ADOT CAR No.: IGA 25-0010975-I
AG Contract No.: P0012025000320
Project Location/Name: 32nd St/Cielo Verde Dr
Type of Work: Scoping
Federal-aid No.: HSIP-YUM-0(236)T
ADOT Project No.: T0641 03L
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: 104907

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services to review a Highway Safety Improvement Program (HSIP) application to install a traffic signal at the intersection of 32nd Street and Cielo Verde Drive, (the "Project" or the "Scoping"). Scoping also includes the determination for environmental and right of way preliminary requirements. The Project cost, shown in Exhibit A, is estimated at \$40,000, which includes federal aid and the Local Agency's match. The State will administer the Scoping. Final design and construction will be addressed in a separate agreement as applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Scoping costs, estimated at \$2,280. If Scoping costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Scoping. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Scoping.
 - c. After receipt of the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Scoping. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the Local Agency as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of Scoping costs, estimated at \$2,280. Be responsible and pay for the difference between

the estimated and actual Scoping costs of the Project within 30 days of receipt of an invoice.

- c. Prepare and provide all documents pertaining to the Project.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all scoping related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

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

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. **Non-Discrimination.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. **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.
17. **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.
18. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
 Traffic Safety Section
 1615 W Jackson Street, Mail Drop 065R
 Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. 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.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

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

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

By _____ Date _____
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
IQBAL HOSSAIN, PE
Multimodal Planning Division
Acting 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. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

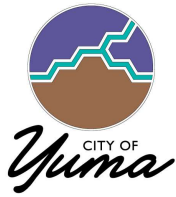
EXHIBIT A
Cost Estimate

T0641 03L

The Project costs are estimated as follows:

Scoping:

Federal-aid funds @ 94.3%	\$ 37,720
Local Agency's match @ 5.7%	<u>2,280</u>
Subtotal – Scoping	\$ 40,000
Estimated TOTAL Project Cost	\$ 40,000
Total Estimated Local Agency Funds	\$ 2,280
Total Federal Funds	\$ 37,720



City of Yuma

City Council Report

File #: R2025-038

Agenda Date: 5/7/2025

Agenda #: 6.

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

TITLE:

Intergovernmental Agreement: Arizona Department of Transportation - Redondo Center Drive between 16th Street and I-8 Ramp Project

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to scope a safety countermeasure (Project) to realign the curves on Redondo Center Drive between 16th Street and I-8 Ramp. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's vision and strategic outcome of Safe and Prosperous. The flattening of 3 horizontal curves on Redondo Center Drive will improve safety within the corridor.

REPORT:

The proposed scoping services consist in the review of a HSIP application to straighten out the road alignment by elimination or minimalizing the three horizontal curves (Project).

The Project scoping cost estimate under this IGA is \$40,000.00, which includes federal funding through the HSIP of 94.3% (\$37,720.00) and the required City's match of 5.7% (\$2,280.00), plus any costs that exceed the \$40,000.00 estimate. The State will administer the scoping phase, and final design and construction will be addressed in a separate agreement, as applicable.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,280.00	BUDGETED:	\$ 40,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 37,720.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP Grant & Road	
TOTAL	\$40,000.00	HSIP- 198 Grant 102- City Road Tax	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/29/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/29/2025

RESOLUTION NO. R2025-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION TO SCOPE A SAFETY COUNTERMEASURE (PROJECT) TO REALIGN THE CURVES ON REDONDO CENTER DRIVE BETWEEN 16th STREET AND INTERSTATE 8 (I-8) RAMPS

WHEREAS, the City of Yuma (City) desires to enter into this Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT); and,

WHEREAS, a public need exists for the flattening of 3 horizontal curves on Redondo Center Drive between 16th Street and the interstate 8 (I-8) ramps to reduce lane departure crashes on the corridor (the “Project”); and,

WHEREAS, the Highway Safety Improvement Program funding requires the City to enter into an IGA with the State of Arizona; and,

WHEREAS, the purpose of this IGA is for the State of Arizona to provide the Project scoping services for this Project, which includes the determination of environmental and right of way preliminary requirements; and,

WHEREAS, the State of Arizona will administer the scoping services; and,

WHEREAS, the Project scoping cost is estimated at \$40,000, which includes federal aid (\$37,720) and the City’s match (\$2,280); and,

WHEREAS, the City acknowledges that the final Project amount may exceed the initial estimate identified in the IGA, and in such case, the City is responsible for the costs exceeding the initial estimate.

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

SECTION 1: The attached and incorporated IGA with the State of Arizona for scoping services for the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the proposed IGA on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

ADOT CAR No.: IGA 25-0010978-I
AG Contract No.: P0012025000324
Project Location/Name: Redondo Center
Dr, 16th St to I-8 Ramps
Type of Work: Scoping
Federal-aid No.: HSIP-YUM-0(240)T
ADOT Project No.: T0675 03L
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104911

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of scoping services to review a Highway Safety Improvement Program (HSIP) application to realign the curves on Redondo Center Drive between 16th Street and Interstate 8 (I-8) ramps, (the "Project" or the "Scoping"). Scoping also includes the determination for environmental and right of way preliminary requirements. The Project cost, shown in Exhibit A, is estimated at \$40,000, which includes federal aid and the Local Agency's match. The State will administer the Scoping. Final design and construction will be addressed in a separate agreement as applicable.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final Project amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Scoping costs, estimated at \$2,280. If Scoping costs exceed the estimate prior to completion of the Project, invoice the Local Agency for Project costs exceeding Scoping. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for Scoping.
 - c. After receipt of the Local Agency's estimated share of the Project costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for Scoping. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Review Project plans, cost estimates, and other such documents required for the Project; provide comments to the Local Agency as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds.
3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of Scoping costs, estimated at \$2,280. Be responsible and pay for the difference between

the estimated and actual Scoping costs of the Project within 30 days of receipt of an invoice.

- c. Prepare and provide all documents pertaining to the Project.
- d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- e. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all scoping related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval.

III. MISCELLANEOUS PROVISIONS

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

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. **Non-Discrimination.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
16. **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.
17. **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.
18. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. **Contractor Certifications.** The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Project Administration:

Arizona Department of Transportation
 Traffic Safety Section
 1615 W Jackson Street, Mail Drop 065R
 Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
 Attn: David Wostenberg
 155 W. 14th Street
 Yuma, AZ 85364
 928.373.4522
david.wostenberg@yumaaz.gov

For Financial Administration:

Arizona Department of Transportation
Traffic Safety Section
1615 W Jackson Street, Mail Drop 065R
Phoenix, AZ 85007
azhsip@azdot.gov

City of Yuma
Attn: David Wostenberg
155 W. 14th Street
Yuma, AZ 85364
928.373.4522
david.wostenberg@yumaaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. 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.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

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

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

By _____ Date _____
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

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

By _____ Date _____
IQBAL HOSSAIN, PE
Multimodal Planning Division
Acting 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. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

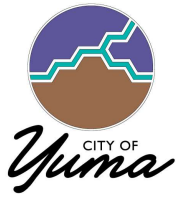
EXHIBIT A
Cost Estimate

T0675 03L

The Project costs are estimated as follows:

Scoping:

Federal-aid funds @ 94.3%	\$ 37,720
Local Agency's match @ 5.7%	2,280
	<hr/>
Subtotal – Scoping	\$ 40,000
Estimated TOTAL Project Cost	\$ 40,000
Total Estimated Local Agency Funds	\$ 2,280
Total Federal Funds	\$ 37,720



City of Yuma

City Council Report

File #: R2025-039

Agenda Date: 5/7/2025

Agenda #: 7.

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

TITLE:

Order Improvements: Municipal Improvement District No. 128 Desert Sands Units 4-6 Subdivision

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No. 128 to serve Desert Sands Units 4-6 Subdivision, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 128 shall be assessed upon the properties in MID No. 128 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Planning & Neighborhood Svc./Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to Respected and Responsible and Active and Appealing. The establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

A.R.S. § 48-501 *et seq.* authorizes the formation of a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, and parkings and parkways. A MID provides a dedicated funding stream for the Landscape Improvements serving the neighborhood and provides neighborhood input for the implementation of those Landscape Improvements.

The formation of a MID is a two-step process, both accomplished via resolution from the legislative body. First, the legislative body adopts a resolution creating the MID. By statute, the legislative body can initiate the formation or, alternatively, property owners are empowered to petition to form a MID for their neighborhood. Then, no sooner than 15 days after the creation (it can be longer, depending on the developers' schedule), the legislative body orders improvements for the MID by a second resolution.

In this case, the developer and City agreed to the formation of a MID through a development condition. The developer submitted the petition to create MID No. 128 and represented all of the real property owners within the MID. On April 16, 2025, City Council adopted Resolution No. R2025-031 creating MID No. 128 for Landscape Improvements serving Desert Sands Units 4-6 Subdivision.

Following the adoption of R2025-031, property owners within the designated MID, in accordance with A.R.S. § 48-579, were given 15 days to express written protest against the proposed MID. No protests were submitted, and as such, the Mayor and City Council are authorized to adopt this second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. Because the developer's petition represented all of the real property owners within the proposed MID, A.R.S. § 48-574(C) authorizes the City to adopt the resolution ordering the improvements without the necessity of publication and posting as required in other statutes.

Upon adoption of R2025-031 by City Council, City staff submitted the creation of MID No. 128 to the County Assessor. The County Assessor filed the documents with the state and the MID is created. The next step is this Resolution Ordering Improvements, which will again be sent to the County Assessor to file with the state and the MID will be finalized.

Once the developer installs the landscaping in accordance with the approved landscaping plans and those landscaping improvements are accepted, the costs to maintain those Landscape Improvements will be assessed on the respective owner's property tax bill within the Boundary Map and the Legal Description. In accordance with the provisions of A.R.S. § 48-574, City Council will hold public hearings on MID No. 128's Landscape Improvements on or before the third Monday in August of each year, and shall fix, levy and assess the costs of MID No. 128's Landscape Improvements on all of the property in the MID according to proportional acreage.

It is anticipated that the developer may be ready to install the landscaping for this MID in the next calendar year. Adopting the Resolution Ordering Improvements ensures that there are no delays with the MID when the developer is ready.

Adopting this resolution finalizes the formation of MID No. 128 and orders improvements for MID No. 128's Landscape Improvements serving Desert Sands Units 4-6 Subdivision.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/30/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/24/2025

RESOLUTION NO. R2025-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 128 SERVING DESERT SANDS UNITS 4-6, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES, TOGETHER WITH APPURTENANT STRUCTURES OF DESERT SANDS UNITS 4-6 AS MORE PARTICULARLY DESCRIBED IN THIS RESOLUTION, AND DECLARING THE LANDSCAPE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THE COST OF THE LANDSCAPE IMPROVEMENTS ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 128; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES (A.R.S.) TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-031 declaring the intention to create Maintenance Improvement District (MID) No. 128 to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Desert Sands Units 4-6 housing development; and,

WHEREAS, the petition to form MID No. 128 was signed by all of the real property owners within the proposed MID; and,

WHEREAS, A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S. § 48-578; and,

WHEREAS, a legal description of the boundary for MID No. 128 and a diagram for MID No. 128 has been presented to City Council for consideration in this declaration of intention to order improvements to MID No. 128 as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for MID No. 128 serving Desert Sands Units 4-6. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

SECTION 2: City Council finds the Landscape Improvements for MID No. 128 are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and land within the described real property of MID No. 128. City Council orders the cost and expense for the Landscape Improvements of MID No. 128 be chargeable upon the real and personal property within MID No. 128, as described in Exhibit A attached. City Council declares that MID No. 128 is benefited by the Landscape Improvements and the real and personal properties within MID No. 128 are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for MID No. 128, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of MID No. 128 are omitted from the real and personal property of MID No. 128 and shall not be included in the assessment.

SECTION 5: In no event will the City of Yuma or any officer thereof be liable for any portion of the cost of the MID nor any delinquency of persons or property assessed.

SECTION 6: As provided in A.R.S. § 48-574(D)(2), City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot with MID No. 128.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT “A”

Desert Sands Unit Nos. 4, 5 & 6
LEGAL DESCRIPTION

That portion of Section 15, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the East quarter corner of said Section 15;

Thence South 00°13'51" East along the East line of the Southeast quarter of said Section 15 a distance of 1746.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00°13'51" East along the East line of the Southeast quarter of said Section 15 a distance of 919.67 feet to the Southeast corner of the Southeast quarter of said Section 15;

Thence North 89°52'34" West along the South line of the Southeast quarter of said Section 15 a distance of 2651.55 feet to the Southwest corner of the Southeast quarter of said Section 15;

Thence North 00°13'04" West along the West line of the Southeast quarter of said Section 15 a distance of 1272.27 feet;

Thence North 89°46'56" East a distance of 58.00 feet;

Thence North 44°46'33" East a distance of 35.36 feet;

Thence North 89°46'09" East a distance of 62.31 feet;

Thence South 45°13'51" East a distance of 21.21 feet;

Thence North 89°46'09" East a distance of 58.00 feet;

Thence North 44°46'09" East a distance of 21.21 feet;

Thence North 00°13'51" West a distance of 58.00 feet;

Thence North 45°13'51" West a distance of 21.21 feet;

Thence North 00°13'51" West a distance of 200.00 feet;

Thence North 44°46'09" East a distance of 21.21 feet;

Thence North 00°13'51" West a distance of 58.00 feet;

Thence North $45^{\circ}13'51''$ West a distance of 21.21 feet;
 Thence North $00^{\circ}13'51''$ West a distance of 97.00 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 858.09 feet;
 Thence North $00^{\circ}13'51''$ West a distance of 97.00 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 58.00 feet;
 Thence North $44^{\circ}46'09''$ East a distance of 21.21 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 95.00 feet;
 Thence South $00^{\circ}13'51''$ East a distance of 255.00 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 107.48 feet to beginning of a curve
 concave Northeasterly having a radial bearing of North $62^{\circ}38'51''$ East;
 Thence, along said curve, concave Northeasterly, of radius 68.00 feet through a
 central angle of $73^{\circ}07'25''$ an arc distance of 86.78 feet;
 Thence North $79^{\circ}31'26''$ East a distance of 50.13 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 343.58 feet;
 Thence South $45^{\circ}13'51''$ East a distance of 21.21 feet;
 Thence South $00^{\circ}13'51''$ East a distance of 200.00 feet;
 Thence South $44^{\circ}46'09''$ West a distance of 21.21 feet;
 Thence South $89^{\circ}46'09''$ West a distance of 343.58 feet;
 Thence North $79^{\circ}59'08''$ West a distance of 50.13 feet to the beginning of a curve
 concave Southeasterly having a radial bearing of South $10^{\circ}00'52''$ West;
 Thence along said curve, concave Southeasterly, of radius 68.00 feet through a
 central angle of $85^{\circ}46'04''$ an arc distance of 101.79 feet;
 Thence South $89^{\circ}46'09''$ West a distance of 102.16 feet;
 Thence South $00^{\circ}13'51''$ East a distance of 500.00 feet;
 Thence North $89^{\circ}46'09''$ East a distance of 110.00 feet;
 Thence South $00^{\circ}13'51''$ East a distance of 27.00 feet;

Thence North $89^{\circ}46'09''$ East a distance of 278.00 feet;

Thence North $85^{\circ}49'26''$ East a distance of 58.14 feet;

Thence North $00^{\circ}13'51''$ West a distance of 112.00 feet;

Thence North $89^{\circ}46'09''$ East a distance of 960.80 feet to the TRUE POINT OF BEGINNING;

Aforementioned parcel contains approximately 79.9551 acres.

PLAT MAP

NOT-A-PART
PARCEL A
DESERT VIEW VILLAS LOT SPLIT

159 158 157 156 155 154 153 142 141 140 139 138 137 136 135 134 133 132 131 130 129 128 127 126 125 124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109 108 107 106 105 104 103 102 101 100 99 98 97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

44TH STREET

44TH PLACE

44TH LANE

45TH STREET

45TH PLACE

45TH LANE

46TH STREET

46TH PLACE

47TH STREET

48TH STREET

CHOLLA WAY

BUCKTHORN DRIVE

DESERT WILLOW WAY

CEDAR AVENUE

SUNFLOWER DRIVE

SUNLIGHT WAY

PONDEROSA TRAIL

AVENUE 7 1/2 E (MISSISSIPPI AVENUE)

AVENUE 8 E

TRACT "A" RETENTION BASIN

DESERT SANDS UNIT No. 1

DESERT SANDS UNIT No. 2

DESERT SANDS UNIT No. 3

DESERT SANDS UNIT No. 4

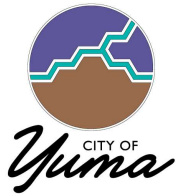
DESERT SANDS UNIT No. 5

DESERT SANDS UNIT No. 6

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200



City of Yuma

City Council Report

File #: R2025-040

Agenda Date: 5/7/2025

Agenda #: 8.

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

TITLE:

Order Improvements: Municipal Improvement District No. 131 Villa Serena Unit No. 2 Subdivision

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No. 131 to serve Villa Serena Unit No. 2 Subdivision, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 131 shall be assessed upon the properties in MID No. 131 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Planning & Neighborhood Svc./Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to Respected and Responsible and Active and Appealing. The establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

A.R.S. § 48-501 *et seq.* authorizes the formation of a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, and parkings and parkways. A MID provides a dedicated funding stream for the Landscape Improvements serving the neighborhood and provides neighborhood input for the implementation of those Landscape Improvements.

The formation of a MID is a two-step process, both accomplished via resolution from the legislative body. First, the legislative body adopts a resolution creating the MID. By statute, the legislative body can initiate the formation or, alternatively, property owners are empowered to petition to form a MID for their neighborhood. Then, no sooner than 15 days after the creation (it can be longer, depending on the developers' schedule), the legislative body orders improvements for the MID by a second resolution.

In this case, the developer and City agreed to the formation of a MID for the statutory purposes through a development condition. The developer submitted the petition to create MID No. 131 and represented all of the

real property owners within the MID. On April 16, 2025, City Council adopted Resolution No. R2025-032 creating MID No. 131 for Landscape Improvements serving Villa Serena Unit No. 2 Subdivision.

Following the adoption of R2025-032, property owners within the designated MID, in accordance with A.R.S. § 48-579, were given 15 days to express written protest against the proposed MID. No protests were submitted, and as such, the Mayor and City Council are authorized to adopt this second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. Because the developer's petition represented all of the real property owners within the proposed MID, A.R.S. § 48-574(C) authorizes the City to adopt the resolution ordering the improvements without the necessity of publication and posting as required in other statutes.

Upon adoption of R2025-032 by City Council, City staff submitted the creation of MID No. 131 to the County Assessor. The County Assessor filed the documents with the state and the MID is created. The next step is this Resolution Ordering Improvements, which will again be sent to the County Assessor to file with the state and the MID will be finalized.

Once the developer installs the landscaping in accordance with the approved landscaping plans and those landscaping improvements are accepted, the costs to maintain those Landscape Improvements will be assessed on the respective owner's property tax bill within the Boundary Map and the Legal Description. In accordance with the provisions of A.R.S. § 48-574, City Council will hold public hearings on MID No. 131's Landscape Improvements on or before the third Monday in August of each year, and shall fix, levy and assess the costs of MID No. 131's Landscape Improvements on all of the property in the MID according to proportional acreage.

It is anticipated that the developer may be ready to install the landscaping for this MID in the next calendar year. Adopting the Resolution Ordering Improvements ensures that there are no delays with the MID when the developer is ready.

Adopting this resolution finalizes the formation of MID No. 131 and orders improvements for MID No. 131's Landscape Improvements serving Villa Serena Unit No. 2 Subdivision.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 131, SERVING VILLA SERENA UNIT NO. 2 SUBDIVISION, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF VILLA SERENA UNIT NO. 2 SUBDIVISION, AS MORE PARTICULARLY DESCRIBED IN THIS RESOLUTION, AND DECLARING THE LANDSCAPE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THE COST OF THE LANDSCAPE IMPROVEMENTS SHALL BE ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 131; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-032 declaring the intention to create Maintenance Improvement District (MID) No. 131 to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Villa Serena Unit No. 2 Subdivision housing development; and,

WHEREAS, the petition to form MID No. 131 was signed by all of the real property owners within the proposed MID and A.R.S. § 48-574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578; and,

WHEREAS, a legal description of the boundary for MID No. 131 and a diagram for MID No. 131 has been presented to City Council for consideration in this declaration of intention to order MID No. 131 as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for MID No. 131 serving Villa Serena Unit No. 2 Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

SECTION 2: City Council finds the Landscape Improvements for MID No. 131 are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of MID No. 131. City Council orders the cost and expense for the Landscape Improvements of MID No. 131 be chargeable upon the real and personal property within MID No. 131, as described in Exhibit A attached. City Council declares that MID No. 131 is benefited by the Landscape Improvements and the real and personal properties within MID No. 131 are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for MID No. 131, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of MID No. 131 are omitted from the real and personal property of MID No. 131 and shall not be included in the assessment.

SECTION 5: In no event will the City of Yuma or any officer thereof be liable for any portion of the cost of said MID nor any delinquency of persons or property assessed.

SECTION 6: City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within MID No. 131 as provided in A.R.S. § 48- 574, as amended.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

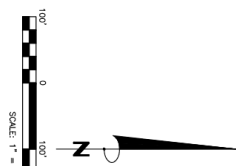
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

CORNER SECTION 17
1/2" REBAR W/CAP "LS 22767"
GRASS CAP IN CONCRETE "LS 16626"
UTH & 0.58' EAST

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 9 SOUTH, RANGE 22 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE OF PREPARATION: FEBRUARY 2025 NUMBER OF LOTS: 33 ACREAGE: 14.4234 ACRES



Villa Serena Unit No. 2

LEGAL DESCRIPTION

That portion of the Southeast Quarter of Section 17, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, lying Southeasterly of the southerly Right of Way line of the "A" Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 17;

Thence South $89^{\circ}58'16''$ West along the South line of the Southeast quarter of said Section 17 a distance of 2156.80 feet to a point on the southerly right-of-way of the USBR "A" Canal;

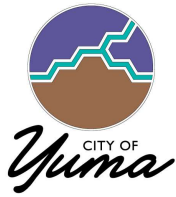
Thence North $54^{\circ}52'50''$ East along the southerly right-of-way line of the USBR "A" Canal a distance of 577.68 feet;

Thence North $89^{\circ}41'03''$ East a distance of 1518.43 feet;

Thence North $00^{\circ}18'57''$ West a distance of 6.32 feet;

Thence North $89^{\circ}41'03''$ East a distance of 164.00 feet to a point on the East line of the Southeast quarter of said Section 17;

Thence South $00^{\circ}18'57''$ East along the East line of the Southeast quarter of said Section 17 a distance of 346.85 feet to the point of BEGINNING.



City of Yuma

City Council Report

File #: R2025-041

Agenda Date: 5/7/2025

Agenda #: 9.

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

TITLE:

Intent to Create Municipal Improvement District No. 132: Butler Estates Unit 2 Subdivision

SUMMARY RECOMMENDATION:

Approve the creation of Municipal Improvement District (MID) No. 132 to serve Butler Estates Unit 2 Subdivision located at the southwest corner of E. 37th Street and S. Avenue 10E. (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to Respected and Responsible and Active and Appealing. This establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of the Final Acceptance of the Subdivision. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations according to the zoning requirements, approval stipulations, engineering requests or subdivision requirements. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

In the past, once the landscaping was installed by the developer and accepted by the City, the developer would provide a cash deposit to the City for several years of landscaping maintenance and the responsibility of ongoing maintenance for the landscaping in the community was shifted to the City of Yuma Public Works Department. Ideally, the tax base for that newly developed neighborhood would offset the costs of ongoing maintenance to serve that neighborhood. Public Works must utilize portions of its budget to pay for the maintenance needs of these new developments. Further, many of the residents in these developments would like extra services or specialized services that Public Works is unable to provide, leaving the residents feeling as if they have little control over the maintenance and beautification of their neighborhood.

As an alternative to this existing situation, a statutory Municipal Improvement District (MID) can be created. The state legislature permits the creation of MID's for cities and towns to provide a dedicated funding stream

for improvements and neighborhood decisions on improvements. In the City of Yuma context, MIDs are utilized for landscape maintenance and provide local control over landscape maintenance. Residents within the MID pay a special assessment on their property tax bill and gain a direct decision-making role in the level of maintenance within their community. The City will outsource maintenance to a local landscape maintenance contracting company and the amount of the assessment will directly reflect the cost of maintenance. Resident input on the level of maintenance and proposed improvements will be reviewed and approved on an annual basis.

The body of law for MIDs in cities and towns is found at A.R.S. § 48-501 et seq. MIDs are used in other Arizona cities and towns in lieu of homeowners' associations or as back-ups to existing homeowners' associations so those residents can enjoy the same or similar landscape amenities without the need to be part of a homeowners' association.

Pursuant to the provisions of A.R.S. § 48-574, the Mayor and City Council are empowered to form a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, parkings, and parkways. Per statute, the Mayor and City Council can initiate the formation of a MID or property owners can petition to form a MID. In this case, a MID was contemplated through a development condition and the developer has submitted an executed Petition, Waiver, and Consent form requesting the formation of the MID. The ability to form MIDs through development conditions instead of entering into formal agreements is especially important to smaller developers or developers improving property within redevelopment areas.

Attached to this Request for City Council Action is the petition to form a MID for the Butler Estates Unit 2 Subdivision. In this situation, in which all the property owners have presented a Petition for Formation, the ordinary publication and posting periods are not required by law. Also attached is the formal Resolution of Intention for Creation of City of Yuma Municipal Improvement District No. 132: Butler Estates Unit 2 Subdivision, which is located at southwest corner of E. 37th Street and S. Avenue 10E.

Following the passage of a Resolution of Intention to Create a MID, certain impacted property owners, in accordance with A.R.S. § 48-579, are given fifteen days to express written protest against the proposed MID. If no protests are submitted, the Mayor and City Council are authorized to adopt a second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. It is anticipated that the Resolution Ordering the Improvements will be heard at the next regular City Council meeting after the creation of this MID and the passage of the fifteen-day period.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING ITS INTENTION TO CREATE MUNICIPAL IMPROVEMENT DISTRICT NO. 132, SERVING BUTLER ESTATES UNIT 2, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF BUTLER ESTATES UNIT 2

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways; and,

WHEREAS, a petition has been received by the Mayor and City Council of the City of Yuma to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Butler Estates Unit 2 housing development; and,

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Butler Estates Unit 2 will provide a dedicated stream of funding for the maintenance of those improvements, neighborhood decisions on those improvements, and will privatize the maintenance of those improvements; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Butler Estates Unit 2 housing development to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be the responsibility of those within Butler Estates Unit 2; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the

District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Butler Estates Unit 2 purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: MID No. 132, serving Butler Estates Unit 2 to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Butler Estates Unit 2, is hereby created.

SECTION 3: The expenses of MID No. 132 shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 *et seq.* in which City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a map of the boundary for MID No. 132 and a diagram for MID No. 132 to Mayor and City Council for consideration to declare an intention to order improvements to MID No. 132 as provided in A.R.S. § 48-576.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF YUMA**

132

MID#

Butler Estates Unit #2

Subdivision Name

To: Honorable Mayor and
Honorable Councilmembers
City of Yuma, Arizona

Pursuant to Arizona Revised Statutes (“A.R.S.”) §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of Yuma, Arizona (the “City Council”) to order the formation of a Municipal Improvement District (the “District”) under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit “A” that is attached hereto and incorporated herein by reference.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the “Petitioner(s)”) including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
 - (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
 - (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B), as amended.

(e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

(f) It is the intent of the undersigned Petitioners that items (a) through (e) above shall be binding on all successors and assigns and shall run with the land.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 2025.

[SIGNATURES ON FOLLOWING PAGES]

“Property Owner”

Property Tax Parcel Numbers: 699-56-001, 699-56-002, 699-56-016, and 699-56-018

By: Butler Estates, LLC

Signature: _____

Name: Jeff H. Cook

Title: Manager of Butler Estates, LLC

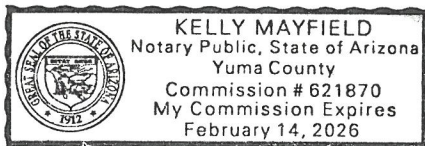
Address: 2851 S. Avenue B, Suite #18
Yuma, AZ 85364

Date: 27 MARCH 2025

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

This instrument was acknowledged before me on March 27th, 2025,
by Jeff H. Cook, as Manager of Butler Estates, LLC, a(n) Petition, Waiver, and
Consent to Formation of a Municipal Improvement District on behalf of Butler Estates Unit 2
Subdivision.



(affix notary seal here)

Kelly Mayfield
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ACCEPTED AND APPROVED BY:

“City”

CITY OF YUMA,
an Arizona municipal corporation

Douglas J. Nicholls, Mayor

ATTEST:

Lynda Bushong, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

| This instrument was acknowledged before me on _____, 20__,
by Douglas J. Nicholls, the Mayor of the CITY OF YUMA, an Arizona municipal corporation, on
behalf of the City of Yuma.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A
BUTLER ESTATES UNIT 2
LEGAL DESCRIPTION

APN 699-56-016

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 16 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-018

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 18 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-001

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

The Northeast quarter of Lot 20 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-002

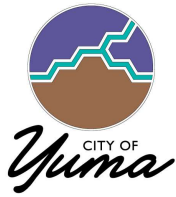
That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

The Northwest quarter of Lot 20 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

The parcels above contain 12.5956 acres, more or less.

EXHIBIT A **BUTLER ESTATES SUBDIVISION (UNIT 2)**





City of Yuma

City Council Report

File #: R2025-042

Agenda Date: 5/7/2025

Agenda #: 10.

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

TITLE:

Intent to Create Municipal Improvement District No. 133: Kahuna Estates

SUMMARY RECOMMENDATION:

Approve the creation of Municipal Improvement District (MID) No. 133 to serve Kahuna Estates located at the southwest corner 24th Street and 33rd Drive (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to Respected and Responsible and Active and Appealing. This establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of the Final Acceptance of the Subdivision. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations according to the zoning requirements, approval stipulations, engineering requests or subdivision requirements. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

In the past, once the landscaping was installed by the developer and accepted by the City, the developer would provide a cash deposit to the City for several years of landscaping maintenance and the responsibility of ongoing maintenance for the landscaping in the community was shifted to the City of Yuma Public Works Department. Ideally, the tax base for that newly developed neighborhood would offset the costs of ongoing maintenance to serve that neighborhood. Public Works must utilize portions of its budget to pay for the maintenance needs of these new developments. Further, many of the residents in these developments would like extra services or specialized services that Public Works is unable to provide, leaving the residents feeling as if they have little control over the maintenance and beautification of their neighborhood.

As an alternative to this existing situation, a statutory Municipal Improvement District (MID) can be created. The state legislature permits the creation of MID's for cities and towns to provide a dedicated funding stream for improvements and neighborhood decisions on improvements. In the City of Yuma context, MID's are

utilized for landscape maintenance and provide local control over landscape maintenance. Residents within the MID pay a special assessment on their property tax bill and gain a direct decision-making role in the level of maintenance within their community. The City will outsource maintenance to a local landscape maintenance contracting company and the amount of the assessment will directly reflect the cost of maintenance. Resident input on the level of maintenance and proposed improvements will be reviewed and approved on an annual basis.

The body of law for MIDs in cities and towns is found at A.R.S. § 48-501 et seq. MIDs are used in other Arizona cities and towns in lieu of homeowners' associations or as back-ups to existing homeowners' associations so those residents can enjoy the same or similar landscape amenities without the need to be part of a homeowners' association.

Pursuant to the provisions of A.R.S. § 48-574, the Mayor and City Council are empowered to form a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, parkings, and parkways. Per statute, the Mayor and City Council can initiate the formation of a MID or property owners can petition to form a MID. In this case, a MID was contemplated through a development condition and the developer has submitted an executed Petition, Waiver, and Consent form requesting the formation of the MID. The ability to form MIDs through development conditions instead of entering into formal agreements is especially important to smaller developers or developers improving property within redevelopment areas.

Attached to this Request for City Council Action is the petition to form a MID for the Kahuna Estates. In this situation, in which all the property owners have presented a Petition for Formation, the ordinary publication and posting periods are not required by law. Also attached is the formal Resolution of Intention for Creation of City of Yuma Municipal Improvement District No. 133: Kahuna Estates, which is located at the southwest corner of 24th Street and 33rd Drive.

Following the passage of a Resolution of Intention to Create a MID, certain impacted property owners, in accordance with A.R.S. § 48-579, are given fifteen days to express written protest against the proposed MID. If no protests are submitted, the Mayor and City Council are authorized to adopt a second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. It is anticipated that the Resolution Ordering the Improvements will be heard at the next regular City Council meeting after the creation of this MID and the passage of the fifteen-day period.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE

OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING ITS INTENTION TO CREATE MUNICIPAL IMPROVEMENT DISTRICT NO. 133, SERVING KAHUNA ESTATES, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF KAHUNA ESTATES

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways; and,

WHEREAS, a petition has been received by the Mayor and City Council of the City of Yuma to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Kahuna Estates housing development; and,

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Kahuna Estates will provide a dedicated stream of funding for the maintenance of those improvements, neighborhood decisions on those improvements, and will privatize the maintenance of those improvements; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Kahuna Estates housing development to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be the responsibility of those within Kahuna Estates; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Kahuna Estates purporting to be signed by all of the real property owners within the proposed District attached as Exhibit “A” is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: MID No. 133, serving Kahuna Estates to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Kahuna Estates, is hereby created.

SECTION 3: The expenses of MID No. 133 shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 *et seq.* in which City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a map of the boundary for MID No. 133 and a diagram for MID No. 133 to Mayor and City Council for consideration to declare an intention to order improvements to MID No. 133 as provided in A.R.S. § 48-576.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF YUMA**

133

MID#

Kahuna Estates

Subdivision Name

To: Honorable Mayor and
Honorable Councilmembers
City of Yuma, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of Yuma, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
 - (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
 - (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B), as amended.

(e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

(f) It is the intent of the undersigned Petitioners that items (a) through (e) above shall be binding on all successors and assigns and shall run with the land.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

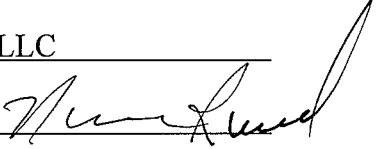
IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of March 18, 2025.

[SIGNATURES ON FOLLOWING PAGES]

"Property Owner"

Property Tax Parcel Numbers: 694-02-091

By: R&V Developers, LLC

Name: Nieves Riedel 

Title: Manager


Address: P.O. Box 1649

Date: 03/19/25

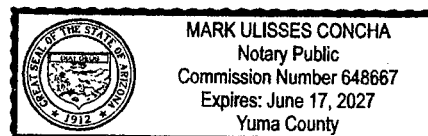
(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

This instrument was acknowledged before me on March 18, 2025,
by Nieves Riedel, as Manager of R&V Developers LLC, a(n) LLC,
on behalf of the Company.


Notary Public in and for the State of Arizona

(affix notary seal here)



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ACCEPTED AND APPROVED BY:

“City”

CITY OF YUMA,
an Arizona municipal corporation

Douglas J. Nicholls, Mayor

ATTEST:

Lynda Bushong, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

This instrument was acknowledged before me on _____, 20____,
by Douglas J. Nicholls, the Mayor of the CITY OF YUMA, an Arizona municipal corporation, on
behalf of the City of Yuma.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT "A"
Kahuna Estates
Legal Description

PARCEL NO.1:

That part of Government Lot 3 of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, as found in that certain Record of Survey document recorded in Book 6 of Surveys, pages 67 thru 68, records of Yuma County, Arizona, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, being also the Northeast corner of said Government Lot 3;

Thence North 89°49'33" West a distance of 400.00 feet to a point;

Thence South 00°33'41" East a distance of 80.00 feet to a point and the TRUE POINT OF BEGINNING;

Thence South 89°49'33" East a distance of 163.40 feet to a point;

Thence South 00°33'41" East a distance of 283.00 feet to a point;

Thence North 89°49'33" West a distance of 163.40 feet to a point;

Thence North 00°33'41" West a distance of 283.00 feet and the TRUE POINT OF BEGINNING;

PARCEL NO.2:

That part of Government Lot 3 of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, as found in that certain Record of Survey recorded in Book 6 of Surveys, pages 67 thru 68, records of Yuma County, Arizona, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, being also the Northeast corner of said Government Lot 3;

Thence North 89°49'33" West a distance of 400.00 feet to a point;

Thence South 00°33'41" East a distance of 80.00 to a point;

Thence South 89°49'33" East a distance of 163.40 feet to a point, being the TRUE POINT OF BEGINNING;

Thence continuing South 89°49'33" East a distance of 14.60 feet to a point;

Thence South 45°11'37" East a distance of 106.74 feet to a point;

Thence South 00°33'41" East a distance of 208.00 feet to a point;

Thence North 89°49'33" West a distance of 89.60 feet to a point;

Thence North 00°33'41" West 283.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO.3:

A portion of property located at the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, also described in record of Survey Parkway Place, recorded in Book 6 of Surveys, pages 67 and 68, record of Yuma County, Arizona, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6 as described in said Record of Survey Parkway Place;

Thence North 89°49'33" West (record) along the Northline of said Northeast quarter of the Northeast quarter of the Northwest quarter a distance of 400.00 feet (record) to a point;

Thence South $00^{\circ}33'41''$ East (record) a distance of 80.00 feet (record) to a point lying on the Northwest corner of the parcel described in the said Record of Survey, also being the Northwest corner of real property described in Quitclaim Deed, recorded as Fee No. 2008-35474, YCR, point being the True Point of Beginning;

Thence South $89^{\circ}49'33''$ East (record) along a line that is parallel with and 80.00 feet South of the Northline of the said Northeast quarter of the Northeast quarter of the Northwest quarter, also being the North line of the real property described in the said Record of Survey and said Quitclaim Deed, a distance of 178.00 feet (record) to a point;

Thence South $45^{\circ}11'37''$ East (record) along the corner triangle a distance of 106.74 feet (record) to a point;

Thence North $00^{\circ}33'41''$ West (calculated) along a Northerly projection of the East line of said real property described in the said Record of Survey and Parcel 2 of the said Quitclaim Deed, a distance of 47.00 feet (calculated), more or less to a point;

Thence North $45^{\circ}11'37''$ West (calculated), a distance of 56.93 feet (calculated), more or less to a point lying 68.00 feet, more or less South of the North line of said Northeast quarter of the Northeast quarter of the Northwest quarter;

Thence North $89^{\circ}49'33''$ West (calculated) along a line that is parallel to and 68.00 feet South of the North line of said Northeast quarter of the Northeast quarter of the Northwest quarter, a distance of 212.76 feet (calculated), more or less to a point;

Thence South $00^{\circ}33'41''$ West (calculated), a distance of 12.00 feet (calculated), more or less to the True Point of Beginning.

EXHIBIT "A"

KAHUNA ESTATES SUBDIVISION A PORTION OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 09 SOUTH, RANGE 23 WEST, G.&S.R.B.&M., YUMA COUNTY, AZ MARCH 2025 ACREAGE: 1.69 AC FINAL PLAT



OWNER OF RECORD:

DEDICATION

ACKNOWLEDGMENT

KEYNOTES

LOT AREAS

TABLE F

TABLE G

TABLE H

TABLE I

TABLE J

TABLE K

TABLE L

TABLE M

TABLE N

TABLE O

TABLE P

TABLE Q

TABLE R

TABLE S

TABLE T

TABLE U

TABLE V

TABLE W

TABLE X

TABLE Y

TABLE Z

TABLE AA

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BOOK 23 PAGE 14

APPROVALS

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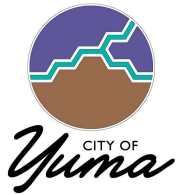
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SHEET 1 OF 1



City of Yuma

City Council Report

File #: R2025-043

Agenda Date: 5/7/2025

Agenda #: 11.

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

TITLE:

Intent to Create Municipal Improvement District No. 134: Butler Estates Unit 1 Subdivision

SUMMARY RECOMMENDATION:

Approve the creation of Municipal Improvement District (MID) No. 134 to serve Butler Estates Unit 1 Subdivision located at the southwest corner of E. 36th Street and S. Avenue 10E. (Planning and Neighborhood Services/Community Planning)(Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to Respected and Responsible and Active and Appealing. This establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of the Final Acceptance of the Subdivision. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations according to the zoning requirements, approval stipulations, engineering requests or subdivision requirements. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

In the past, once the landscaping was installed by the developer and accepted by the City, the developer would provide a cash deposit to the City for several years of landscaping maintenance and the responsibility of ongoing maintenance for the landscaping in the community was shifted to the City of Yuma Public Works Department. Ideally, the tax base for that newly developed neighborhood would offset the costs of ongoing maintenance to serve that neighborhood. Public Works must utilize portions of its budget to pay for the maintenance needs of these new developments. Further, many of the residents in these developments would like extra services or specialized services that Public Works is unable to provide, leaving the residents feeling as if they have little control over the maintenance and beautification of their neighborhood.

As an alternative to this existing situation, a statutory Municipal Improvement District (MID) can be created. The state legislature permits the creation of MID's for cities and towns to provide a dedicated funding stream for improvements and neighborhood decisions on improvements. In the City of Yuma context, MID's are

utilized for landscape maintenance and provide local control over landscape maintenance. Residents within the MID pay a special assessment on their property tax bill and gain a direct decision-making role in the level of maintenance within their community. The City will outsource maintenance to a local landscape maintenance contracting company and the amount of the assessment will directly reflect the cost of maintenance. Resident input on the level of maintenance and proposed improvements will be reviewed and approved on an annual basis.

The body of law for MIDs in cities and towns is found at A.R.S. § 48-501 et seq. MIDs are used in other Arizona cities and towns in lieu of homeowners' associations or as back-ups to existing homeowners' associations so those residents can enjoy the same or similar landscape amenities without the need to be part of a homeowners' association.

Pursuant to the provisions of A.R.S. § 48-574, the Mayor and City Council are empowered to form a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, parkings, and parkways. Per statute, the Mayor and City Council can initiate the formation of a MID or property owners can petition to form a MID. In this case, a MID was contemplated through a development condition and the developer has submitted an executed Petition, Waiver, and Consent form requesting the formation of the MID. The ability to form MIDs through development conditions instead of entering into formal agreements is especially important to smaller developers or developers improving property within redevelopment areas.

Attached to this Request for City Council Action is the petition to form a MID for the Butler Estates Unit 1 Subdivision. In this situation, in which all the property owners have presented a Petition for Formation, the ordinary publication and posting periods are not required by law. Also attached is the formal Resolution of Intention for Creation of City of Yuma Municipal Improvement District No. 134: Butler Estates Unit 1 Subdivision, which is located at southwest corner of E. 36th Street and S. Avenue 10E.

Following the passage of a Resolution of Intention to Create a MID, certain impacted property owners, in accordance with A.R.S. § 48-579, are given fifteen days to express written protest against the proposed MID. If no protests are submitted, the Mayor and City Council are authorized to adopt a second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. It is anticipated that the Resolution Ordering the Improvements will be heard at the next regular City Council meeting after the creation of this MID and the passage of the fifteen-day period.

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	
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FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE

OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING ITS INTENTION TO CREATE MUNICIPAL IMPROVEMENT DISTRICT NO. 134, SERVING BUTLER ESTATES UNIT 1, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF BUTLER ESTATES UNIT 1

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways; and,

WHEREAS, a petition has been received by the Mayor and City Council of the City of Yuma to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Butler Estates Unit 1 housing development; and,

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Butler Estates Unit 1 will provide a dedicated stream of funding for the maintenance of those improvements, neighborhood decisions on those improvements, and will privatize the maintenance of those improvements; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Butler Estates Unit 1 housing development to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be the responsibility of those within Butler Estates Unit 1; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Butler Estates Unit 1 purporting to be signed by all of the real property owners within the proposed District attached as Exhibit “A” is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: MID No. 134, serving Butler Estates Unit 1 to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Butler Estates Unit 1, is hereby created.

SECTION 3: The expenses of MID No. 134 shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 *et seq.* in which City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a map of the boundary for MID No. 134 and a diagram for MID No. 134 to Mayor and City Council for consideration to declare an intention to order improvements to MID No. 134 as provided in A.R.S. § 48-576.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF YUMA**

134

MID#
Butler Estates Unit #1
Subdivision Name

To: Honorable Mayor and
Honorable Councilmembers
City of Yuma, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of Yuma, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
 - (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
 - (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B), as amended.

(e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

(f) It is the intent of the undersigned Petitioners that items (a) through (e) above shall be binding on all successors and assigns and shall run with the land.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of 4.1, 2025.

[SIGNATURES ON FOLLOWING PAGES]

"Property Owner"

Property Tax Parcel Numbers: 699-56-013, 014, 015, 017, +019

By: [Signature]

Name: Lane Heida

Title: President, Allspen Inc. G.P.

Address: 190 S. Madison Ave, #2
Yuma, AZ 85364

Date: 4.1.25.

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF Yuma)

This instrument was acknowledged before me on April 1 2025
by Lane Heida as President of Allspen Inc., a(n) General Partner,
on behalf of the Partners



URSULA I. PATANE
Notary Public - State of Arizona
YUMA COUNTY
Commission # 598968
Expires April 15, 2025

[Signature]
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ACCEPTED AND APPROVED BY:

“City”

CITY OF YUMA,
an Arizona municipal corporation

Douglas J. Nicholls, Mayor

ATTEST:

Lynda Bushong, City Clerk

(ACKNOWLEDGMENT)

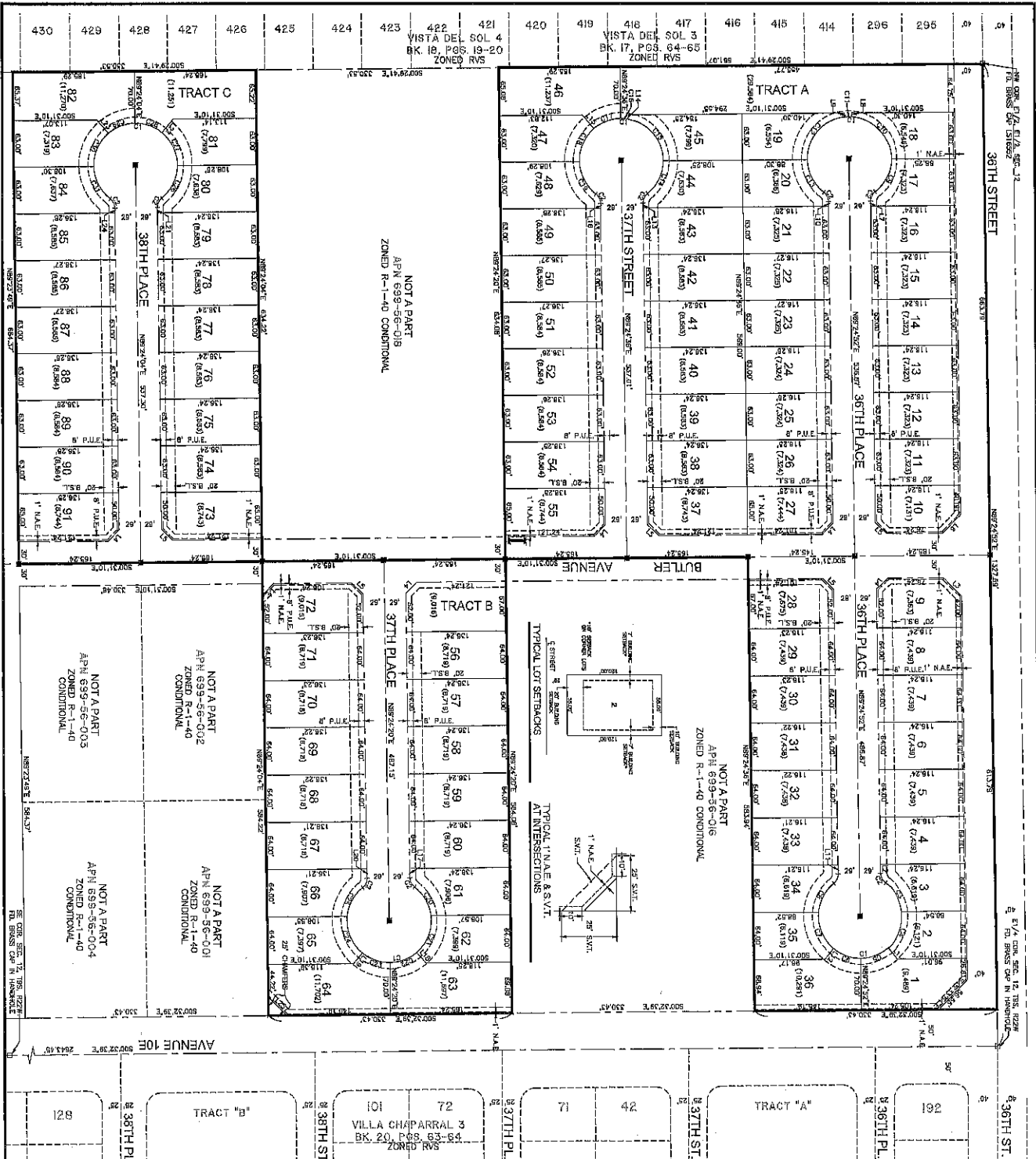
STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

This instrument was acknowledged before me on _____, 20____,
by Douglas J. Nicholls, the Mayor of the CITY OF YUMA, an Arizona municipal corporation, on
behalf of the City of Yuma.

Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT "A"



FINAL PLAT
BUTLER ESTATES UNIT 1

A RESUBDIVISION OF LOTS 13-15, 17, 19 OF THE
 RANCHO DEL TORO SUBDIVISION
 AS RECORDED IN BOOK 4 PAGE 100
 YUMA COUNTY RECORDS
 ALL IN SECTION 12 T. 9S. R. 22W.
 G. & S. R. & M. YUMA, ARIZONA
 666-244-4035

NOTES
 1. LOT SPITS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION.
 2. ALL INTERIOR CORNERS SHOWN ARE 90°.

LEGEND
 1. LOT SPITS
 2. ALL INTERIOR CORNERS SHOWN ARE 90°

MAP NOTES
 1. LOT SPITS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION.
 2. ALL INTERIOR CORNERS SHOWN ARE 90°.

OWNER & DEVELOPER:
 SPERDUE HOLDINGS, L.L.C.
 1805 S. MADISON AVENUE, STE. #2
 YUMA, ARIZONA 85304
 (928) 311-5344

PREPARED BY:
 ENGINEERING, INC.
 1805 S. MADISON AVENUE, STE. #2
 YUMA, ARIZONA 85304
 (928) 311-5344

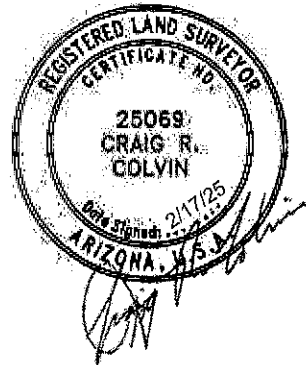
SHEET 2 OF 2

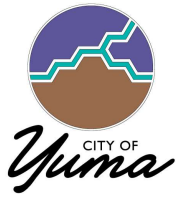
EXHIBIT "A"

LEGAL DESCRIPTION OF THE BUTLER ESTATES UNIT 1 SUBDIVISION

Lots 13, 14, 15, 17 and 19 of the Ranchos El Toreo subdivision as recorded in Book 4 of Plats, Page 100, records of Yuma County.

Containing 24.432 acres more or less.





City of Yuma

City Council Report

File #: R2025-044

Agenda Date: 5/7/2025

Agenda #: 12.

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

TITLE:

Preannexation Development Agreement: 9485 E. Stetson Street

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 9485 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this Preannexation Development Agreement will facilitate the development of the property furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

Kenneth Halverson (owner) owns the parcel located at 9485 E. Stetson Street (APN 699-54-001) (Property). The owner has requested a Preannexation Development Agreement to connect to City services. The property is currently part of the Jones Co-op Water Association. The well servicing the residences within the co-op is exceeding the recommended contaminant levels, according to the Arizona Department of Environmental Quality (ADEQ). ADEQ has agreed to pay for the construction of the water line extensions and water connection service fees for all residences within the co-op. The subject property is developed, featuring a manufactured home and a detached garage.

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

The attached resolution authorizes a Preannexation Development Agreement with Kenneth Halverson for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Not Applicable

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH KENNETH HALVERSON FOR ASSESSOR PARCEL NUMBER 699-54-001 LOCATED AT 9485 E. STETSON STREET

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

WHEREAS, the owners of certain real property identified as APN 699-54-001 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of _____ 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2025-044**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Kenneth Halverson (“Owner”), as the owner of the real property identified as APN 699-54-001, more particularly described and depicted in Exhibit 1 attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC. v City of Yuma*, 227 Ariz. 28 (2011).
2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.
3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

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

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

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

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

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

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

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

disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

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

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

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

To Owners:
Kenneth Halverson
29096 Minidoka
Athol, ID 83801

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

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

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

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

damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

- a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.
- b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.
- e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.
- f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.
- g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

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

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

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

17. Miscellaneous.

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

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

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

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

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

17.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

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

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

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

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Kenneth Halverson

By _____
John D. Simonton
Acting City Administrator

By _____
Kenneth Halverson
Property Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
Kenneth Halverson.

NOTARY PUBLIC

COMMISSION EXPIRATION:

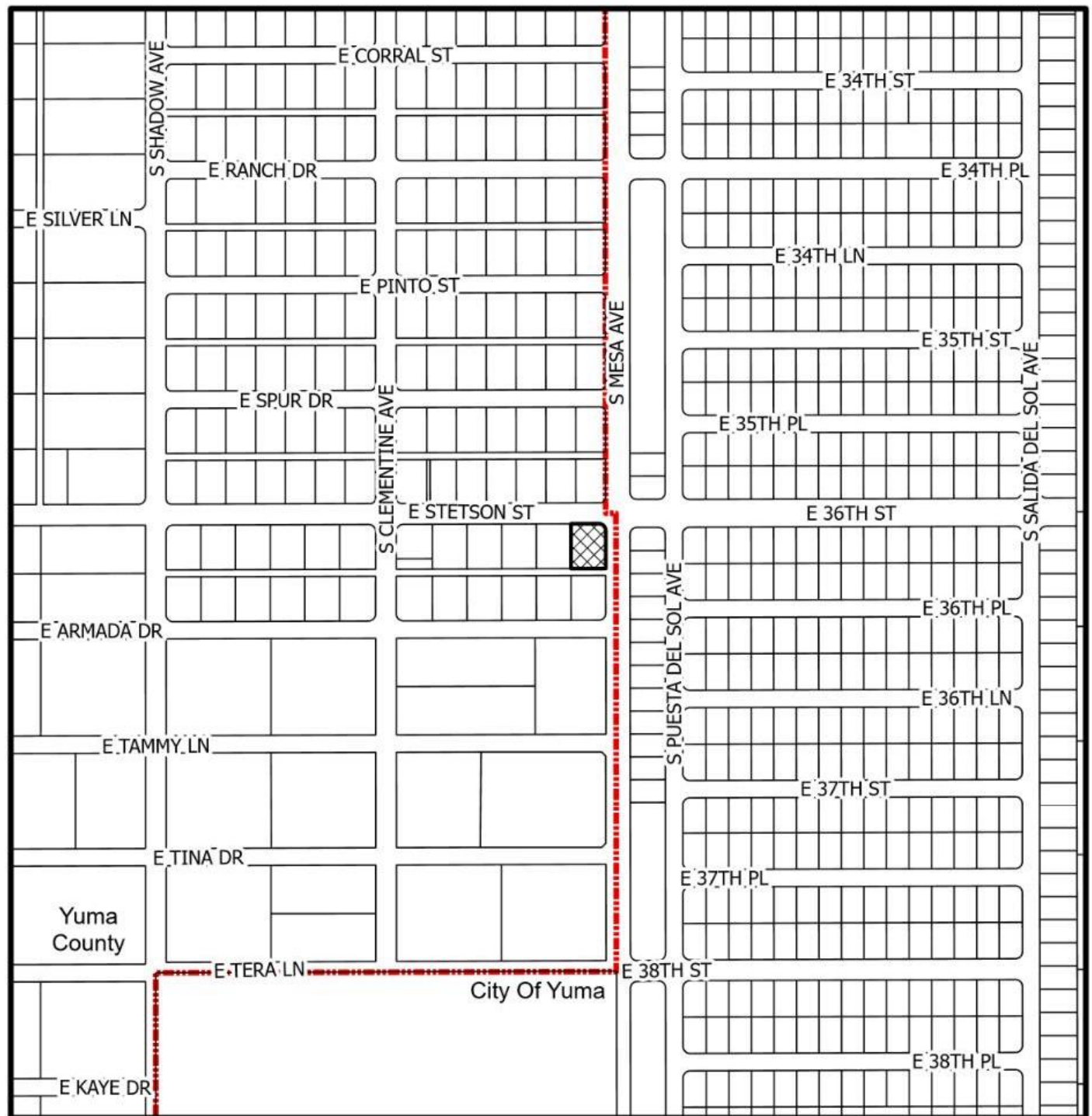
EXHIBIT 1

Legal Description and Depiction of Property

That portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 12, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Lot 1, of Block 4 per “Jones Resubdivision of Blocks 3 and 4 of Adams Acres” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 7, Pages 85 and 86. Fee# 26834, Dated: 10-17-1977.

Containing 12,920 square feet or 0.30 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and
Neighborhood Services GIS

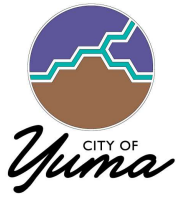
Date: 3/12/2025

Revised:

Revised:

Case #:

AGR-43849-2025



City of Yuma

City Council Report

File #: R2025-045

Agenda Date: 5/7/2025

Agenda #: 13.

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

TITLE:

Lease Agreement: 1610 South Maple Avenue

SUMMARY RECOMMENDATION:

Authorize the City of Yuma to enter into a 3-year lease agreement with a new tenant at 1610 South Maple Avenue. (City Administration/Attorney) (Jay Simonton/Richard Files)

STRATEGIC OUTCOME:

This item furthers City Council's strategic outcome of Safe and Prosperous.

REPORT:

The City of Yuma ("City") owns real property at 1610 South Maple Avenue ("Premises") that it leases to First Choice Wireless, LLC ("First Choice Wireless") for the retail sale of cellular telephones and related equipment. The City has leased the Premises to First Choice Wireless since 2017. On September 7, 2022, City Council adopted Ordinance No. O2022-039 approving the current lease agreement ("Current Lease") with First Choice Wireless for up to five years. Although not addressed in the Current Lease, the City has permitted First Choice Wireless to host qualified mobile food vendors ("Food Vendors"), one Food Vendor at a time, on the Premises for the past year or so.

First Choice Wireless has an affiliated entity, TAL PHX Holdings, LLC, that wants to lease the Premises for the retail sale of cellular telephones under the same terms as the Current Lease. First Choice Wireless wants to terminate the Current Lease as soon as the City executes a new lease agreement with TAL PHX Holdings, LLC.

The draft lease agreement between the City of Yuma and TAL PHX Holdings, LLC contains substantially identical terms as the Current Lease except it is for a single three-year term and it expressly allows Food Vendors to use the Property under the following conditions:

"Lessee may allow mobile food vendors ("Food Vendors") to use the Premises provided that each Food Vendor obtains a business license from the City and only one Food Vendor occupies the Premises at a time. Lessee further agrees to indemnify, hold harmless and insure the City against all claims arising from the use of the Premises by Food Vendors under Sections 16 and 28 below. Throughout the term of the Lease, Lessor may at its discretion forbid Food Vendors from using the Premises, limit their hours of operation, or limit seasons of approved use by providing notice of such restrictions to the Lessee, which shall take effect

immediately.”

Approval of the attached resolution authorizes the City Administrator to sign the proposed lease on behalf of the City and terminate the existing lease with First Choice Wireless.

FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

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

FISCAL IMPACT STATEMENT:

The new lease agreement will maintain existing rental revenues to the City and ensure the productive use of City property.

ADDITIONAL INFORMATION:

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

None

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-045

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING A LEASE AGREEMENT BETWEEN
THE CITY OF YUMA AND TAL PHX HOLDINGS, LLC OF CITY-OWNED
PROPERTY LOCATED AT 1610 SOUTH MAPLE AVENUE**

WHEREAS, the City of Yuma (“City”) is authorized, pursuant to Yuma City Charter, Article III, Section 2, to lease City-owned property as the public interest of the City may require and as would be of public benefit; and,

WHEREAS, the City owns real property at 1610 South Maple Avenue (“Premises”) which is currently being leased (“Current Lease”) to First Choice Wireless, LLC (“First Choice Wireless”); and,

WHEREAS, First Choice Wireless has an affiliated entity, TAL PHX Holdings, LLC, that desires to lease the Premises for the same use and under the same terms as the Current Lease; and,

WHEREAS, First Choice Wireless desires to terminate the Current Lease as soon as the lease agreement between the City of Yuma and TAL PHX Holdings, LLC, on file with the City Clerk, is executed; and,

WHEREAS, leasing the Premises to TAL PHX Holdings, LLC will bring the City revenue and ensure the productive use of City property.

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

SECTION 1: The City Council finds that leasing the Premises to TAL PHX Holdings, LLC is in the public interest of the City and would be of public benefit.

SECTION 2: The lease agreement between the City and TAL PHX Holdings, LLC titled *1610 South Maple Avenue Lease*, attached and incorporated herein, is approved for signature by the City Administrator on behalf of the City.

SECTION 3: The City Administrator is directed and authorized to terminate the Current Lease with First Choice Wireless upon execution of the lease agreement with TAL PHX Holdings, LLC.

Adopted this _____ day of May, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

1610 SOUTH MAPLE AVENUE LEASE

THIS LEASE AGREEMENT ("Lease") is made and executed at Yuma, Arizona, this ____ day of _____ 2025 (the "Effective Date"), between the City of Yuma, an Arizona municipal corporation, hereinafter referred to as "Lessor" or "City," and TAL PHX Holdings, LLC, an Arizona limited liability company, hereinafter referred to as "Lessee." Lessor and Lessee are sometimes referred to in this Lease collectively as "Parties," or individually as "Party."

IT IS AGREED by and between the Parties hereto as follows:

1. **DESCRIPTION OF PREMISES.** The Lessor hereby leases to Lessee, on the terms and conditions set forth in this Lease, the real property and building located at the address commonly referred to as 1610 S. Maple Avenue, Yuma, Arizona 85364 ("Premises"), more particularly depicted and described in Exhibit 1, attached and by this reference made part of this Lease.
2. **TERM.** This Lease shall run for a period of thirty-six (36) months commencing on the Effective Date.
3. **TERMINATION.** This Lease will automatically terminate at the end of the Term, unless terminated earlier by the Parties. With the mutual written consent of both Parties, this Lease may be terminated before the Lease expires. Notwithstanding the foregoing, the City may terminate this Lease for any reason upon giving sixty (60) days' written notice to the Lessee. Upon the termination of this Lease, Lessee shall vacate the Premises and surrender the Premises to Lessor in good condition.
4. **HOLDING OVER.** Lessee agrees not to holdover after the termination of the Lease or any extension thereof. If Lessee remains in possession of the Premises with the written consent of Lessor after the expiration of the Term, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof, except that such tenancy shall be terminable at will by either Party.
5. **RENT.** Annual rent for the Premises shall be nineteen thousand eight hundred dollars (\$19,800.00), payable in monthly installments of one thousand six hundred fifty dollars (\$1,650.00) per month. Monthly payments are due and payable upon the Effective Date and on or before the first day of each month thereafter. Payments shall be mailed to or made in person at the following location:

City of Yuma
Finance Department
Attn: Senior Accounting Specialist
One City Plaza
Yuma, AZ 85364

The duty to pay rent as required herein shall survive this Lease.

6. **LATE CHARGES.** Lessee agrees to pay one hundred sixty-five dollars (\$165.00) as a ten percent (10%) late charge should Lessee fail to pay any installment of rent or any other sum due

under this Lease within thirty (30) days after the due date or five (5) days after written notice of failure to pay, whichever occurs first. If Lessor waives the ten percent (10%) late charge with respect to any single installment of rent, the waiver shall not be deemed to constitute a waiver with respect to any subsequent installment of rent due.

7. **INTEREST ON RENT IN ARREARS.** Any installment of rent owed under the provisions of this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum compounded daily from the date the rent is due until such time as Lessee pays the amount due.
8. **USE.** Lessee shall only use the Premises for the retail sale of cellular telephones and related equipment and for no other purpose unless Lessee receives the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may allow mobile food vendors ("Food Vendors") to use the Premises provided that each Food Vendor obtains a business license from the City and only one Food Vendor occupies the Premises at a time. Lessee further agrees to indemnify, hold harmless and insure the City against all claims arising from the use of the Premises by Food Vendors under Sections 16 and 28 below. Throughout the term of the Lease, Lessor may at its discretion forbid Food Vendors from using the Premises, limit their hours of operation, or limit seasons of approved use by providing notice of such restrictions to the Lessee, which shall take effect immediately.
9. **CONDITION OF PREMISES.** Premises are rented "as is." Upon termination of this Lease, the Premises shall be restored to as clean a condition and good repair as when leased, with normal wear and tear excepted. Lessee shall remove all of Lessee's personal property and fixtures, except those items permanently affixed (including but not limited to lighting fixtures, fans, plumbing fixtures) before vacating the Premises. Lessee shall make no changes, alterations, or improvements to the Premises without the prior, express written consent of Lessor, nor shall Lessee cause, or permit to be caused, any damage to the Premises.
10. **16th STREET WIDENING PROJECT.** Lessee understands the City is planning to widen 16th Street which will reduce available parking spaces on the Premises. Lessee agrees that the loss of parking spaces shall not constitute a breach of this Lease, and rent described in Section 5 shall not be reduced while Lessee occupies the building on the Premises. Lessee shall not be entitled to relocation costs, expenses, or any other relocation benefits.
11. **TAXES.** Lessee understands this Lease is subject to the Government Property Lease Excise Tax (GPLET) established under Arizona Revised Statutes ("ARS") § 42-6201, et seq. Unless exempted or abated under ARS §§ 42-6208 or 42-6210, in addition to any rent payable under this Lease, Lessee shall pay any GPLET, sales, property, privilege or any other applicable tax imposed or levied by any government or governmental agency upon Lessor or Lessee and attributed to the rent payable by Lessee. Lessor shall submit a return to the Yuma County Treasurer as required by ARS § 42-6204(B). Pursuant to ARS § 42-6206(A), failure by Lessee to pay any government property lease excise tax after notice and an opportunity to cure shall be deemed a default, and Lessor may immediately terminate this Lease.
12. **CONDUCT OF BUSINESS.** Lessee shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purposes for which the Premises are hereby leased as set forth in Section 8. Lessee shall also not use or do anything to the Premises

which will increase Lessor's existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering said Building, or any part thereof. Lessee shall not sell nor permit to be kept or sold, any article which may be prohibited by the standard form of fire insurance policy in and about the Premises.

13. **COMPLIANCE WITH AUTHORITIES.** Lessee shall, at its sole cost and expense, comply with and obey all applicable requirements of all municipal, county, state and federal laws, regulations, and ordinances now in force or which may hereafter be in force, pertaining to the Premises. Lessee shall maintain and procure at Lessee's expense all licenses, permits or inspection certificates required by any governmental authority with respect to Lessee's business. Lessee may, at its expense, contest any such law, ordinance or regulation.

14. **UTILITIES.** Utilities (including, but not limited to, electricity, water, wastewater, gas, and sanitation) and janitorial and facilities maintenance services are not included in the Rent set forth in Section 5 of this Lease and are the sole responsibility of Lessee. Lessee shall be responsible for all other service charges associated with the operation of the Premises, including telephone and Internet access charges. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services.

15. **MAINTENANCE.**

- a. Lessor shall keep and maintain the roof, exterior surfaces, and all electrical, plumbing, and mechanical systems of the Premises in a good state of repair. Lessee shall be responsible for any interior maintenance of the Premises.
- b. Lessee shall keep and maintain the interior of the Premises in a reasonable condition of repair at Lessee's expense, including but not limited to interior walls, plumbing fixtures, electrical fixtures, heating, and air conditioning filters, telephone lines, and interior doors. Such repairs shall be made at the expense of Lessee.
- c. Lessor shall insure the Premises against fire or storm loss or damage. Lessee shall insure the Premises against and bear the risk of vandalism, theft, window glass breakage, exterior vandalism, and casualty and fire loss to his own merchandise and wares or other personal property.
- d. Lessor shall not be liable for failure to furnish any of the services set forth in this Section 15 when such failure is caused by conditions beyond Lessor's control or by accident.
- e. In the event of injury or damage to the Premises, unless caused by the Lessor or Lessor's employees or agents, fire, or the elements, Lessee shall immediately repair and/or replace such damages at his/her own expense. If the repairs are not properly done by Lessee or not completed within thirty (30) days written notice by Lessor, Lessor may make said repair and Lessee shall be liable to repay and reimburse Lessor, as additional rent hereunder, all expenses in connection herewith. Any additional rent shall be paid to the Lessor by Lessee within thirty (30) days of written notice of Lessee's additional rent obligation.

16. INSURANCE. Before the commencement of this Lease, Lessee shall, at its own expense, secure and maintain, during the term of this Lease, Commercial General Liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000.00 per occurrence, and no less than a \$2,000,000.00 general aggregate limit. If Lessee allows Food Vendors to use the Premises or otherwise sublets the Premises, Lessee shall require and verify that all Food Vendors or subletors maintain insurance meeting all the requirements stated in this Lease. Certificates of Insurance shall be delivered to the Lessor prior to the commencement of this Agreement. The policy shall include endorsements naming the Lessor and its officers, elected offices, agents, employees, and volunteers as additional insureds. The policy shall also contain an endorsement waiving subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lease.

Lessee shall during the term of this Lease, at the expense of Lessee, insure the Premises and other improvements owned by Lessor on the Premises against broad perils of property loss or casualty for a minimum of \$500,000.00. Lessor, its officers, elected officials, employees, and agents shall be named and endorsed as an additional insureds on every policy required by this Section 16. Every policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lessee. Lessor shall be named as a Loss Payee with respect to the Premises and any other improvements owned by Lessor on the Premises.

If Lessee has employees, Lessee must carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy shall also contain an endorsed waiver of subrogation against Lessor, its officers, elected officials, employees, and agents for losses arising from activities under this Lease.

The policies of insurance required under this Section 16 are to be primary insurance policies and any insurance policy maintained by the Lessor is considered excess, non-contributory insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

If Lessee maintains higher limits than the minimums shown above, Lessor is required and shall be entitled to coverage for the higher limit maintained. Failure to provide required coverage and failure to comply with the terms and conditions of this Lease shall not waive the contractual obligations herein. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the Lessor prior to the effective date of such cancellation or termination.

The amount and types of insurance coverage requirements set forth in this Lease will in no way be construed as limiting the scope of the indemnity in this Lease.

17. VACATION OR ABANDONMENT. Lessee shall not vacate or abandon the Premises at any time during the term of this Lease or any extension thereof, except when required to do so by

this Lease. If Lessee abandons, vacates, surrenders, or is dispossessed of the Premises by process of law or otherwise, any personal property belonging to Lessee that is left on the Premises shall be deemed to be abandoned at the sole option of Lessor. Vacation or abandonment of Premises does not relieve Lessee of the duty to pay rent for the remainder of the term of this Lease.

18. **ENTRY AND INSPECTION.** Lessee shall permit Lessor and its employees and agents to enter the Premises at all times to inspect and/or maintain the Premises, or to make repairs, alterations or additions to any other portion of the Building, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for occupation or quiet enjoyment of the Premises. Within thirty (30) days prior to the expiration of the Lease Lessee shall permit Lessor, or its employees and/or agents, at reasonable hours, to enter the Premises to show the Premises to prospective tenants.
19. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor. The requirements of this Lease are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
20. **BREACH.** In the event of any breach of this Lease by Lessee, Lessor, in addition to any other rights or remedies available to Lessor, may terminate this Lease and shall have the immediate right of re-entry and may remove all persons and property from the Premises. Lessee hereby waives all claims for damages which may be caused by the re-entry of Lessor and Lessor's taking possession of the Premises or removing or storing Lessee's property, and will defend and save Lessor harmless from any losses, liabilities, costs, or damages occasioned Lessor thereby, and no such re-entry shall be considered or construed to be a forcible entry. Should Lessor at any time terminate this Lease for any breach, Lessor may, in addition to any other remedy it may have, recover from Lessee all damages Lessor may incur by reason of such breach, including the cost of recovering the Premises, and the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.
21. **RESTRICTIONS.** This Lease is subject to any and all provisions of leases and encumbrances of record or extensions thereof under which Lessor holds title or possession of the Premises.
22. **ASBESTOS NOTICE.** An asbestos inspection has not been conducted, and the existence of asbestos material in the facility has not been determined.
23. **NON-WAIVER FOR BREACH.** The failure by Lessor to pursue a remedy of any default or breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or another term, covenant or condition herein contained. The acceptance of rent hereunder shall not be a waiver of any breach by Lessee of any term, covenant or condition of this Lease.
24. **ADDITIONAL RULES AND REGULATIONS.** Lessor has the further right and power to prescribe rules and regulations for the use, entry, operation, and management of the Premises, to insure the safety, care and cleanliness of the Premises and preservation and good order thereon.

25. **CUMULATIVE REMEDIES.** It is understood and agreed that the remedies herein given to Lessor are cumulative, and the exercise of any one remedy by Lessor is not to the exclusion of any other remedy.

26. **NOTIFICATION.** All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To Lessor: City of Yuma
 Attn: Right of Way Agent
 One City Plaza
 Yuma, Arizona 85364

To Lessee: TAL PHX Holdings, LLC
 Attn: Lease and Insurance
 1610 S. Maple Avenue
 Yuma, Arizona 85364

If any Party changes its address, the Party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing the address.

27. **VENUE.** Any action to enforce any provision of this Lease or to obtain any remedy with respect this Lease shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Section 27.

28. **INDEMNITY.** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the Lessor, its elected officials, its agents, employees, officers, volunteers, and officials (“Indemnified Party”) for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys’ fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, (“Claims”) to the extent that such Claims result from and/or arising out of the Lessee’s intentional, reckless, or negligent acts, mistakes, errors, or omissions at, on or relating to the Premises or in performance of this Lease. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee’s employees, agents, contractors, and officers employed directly or indirectly by Lessee, Food Vendors authorized by Lessee under Section 8, and any intentional, reckless, or negligent acts, mistakes, errors, or omissions of Lessee’s customers, guests, students, visitors, invitees, licensees, assignees, and sublessees.

This indemnity provision shall also apply to any liability or remediation costs under the Comprehensive Environmental Response, Compensation, and Liability Act, state statute or municipal ordinance arising as a result of contamination of the property or the surrounding

environment, or violation of any Federal or state environmental laws due to any discharge of waste, regardless of whether the event requiring such remediation was intentional or accidental.

Section 28 shall survive the expiration or early termination of this Lease.

29. **FORCE MAJEURE.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature or act of war or another event beyond the control of the Lessor, the Lessor may, at its sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair, Lessee shall be relieved of any further duty to pay rent beyond the date the event occurs. Lessee shall if feasible, remove all personal property from the Premises.
30. **COMPLIANCE WITH LAW.** The Parties 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, 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 Parties 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.
31. **TIME.** Time is of the essence in this Lease except where specified.
32. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the Parties and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Lease, or specifically referred to in a written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed herein.
33. **RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Lease are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or another person, agency, or organization.
34. **CONFLICT OF INTEREST.** This Lease shall be subject to the Conflict of Interest provisions of Arizona Revised Statutes § 38-511, as amended.
35. **CHOICE OF LAW.** This Lease shall be interpreted in accordance with the laws of the State of Arizona.
36. **NO PARTNERSHIP.** Nothing in this Lease constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
37. **SEVERABILITY.** If any provision of this Lease is held invalid, the remainder of the Lease shall not be affected thereby, and all other parts of this Lease shall be in full force and effect.
38. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and any clause required by law to be in this Lease will be read and enforced as though it was included herein

and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Lease will promptly be physically amended to make such insertion or correction.

39. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party.

IN WITNESS WHEREOF, the Parties have caused to be affixed the signatures of their respective authorized officials on the Effective Date written above.

Lessor:

CITY OF YUMA, a municipal
corporation

John D. Simonton
City Administrator

Lessee:

TAL PHX HOLDINGS, LLC, an
Arizona limited liability corporation


Marlin Kajy, Member

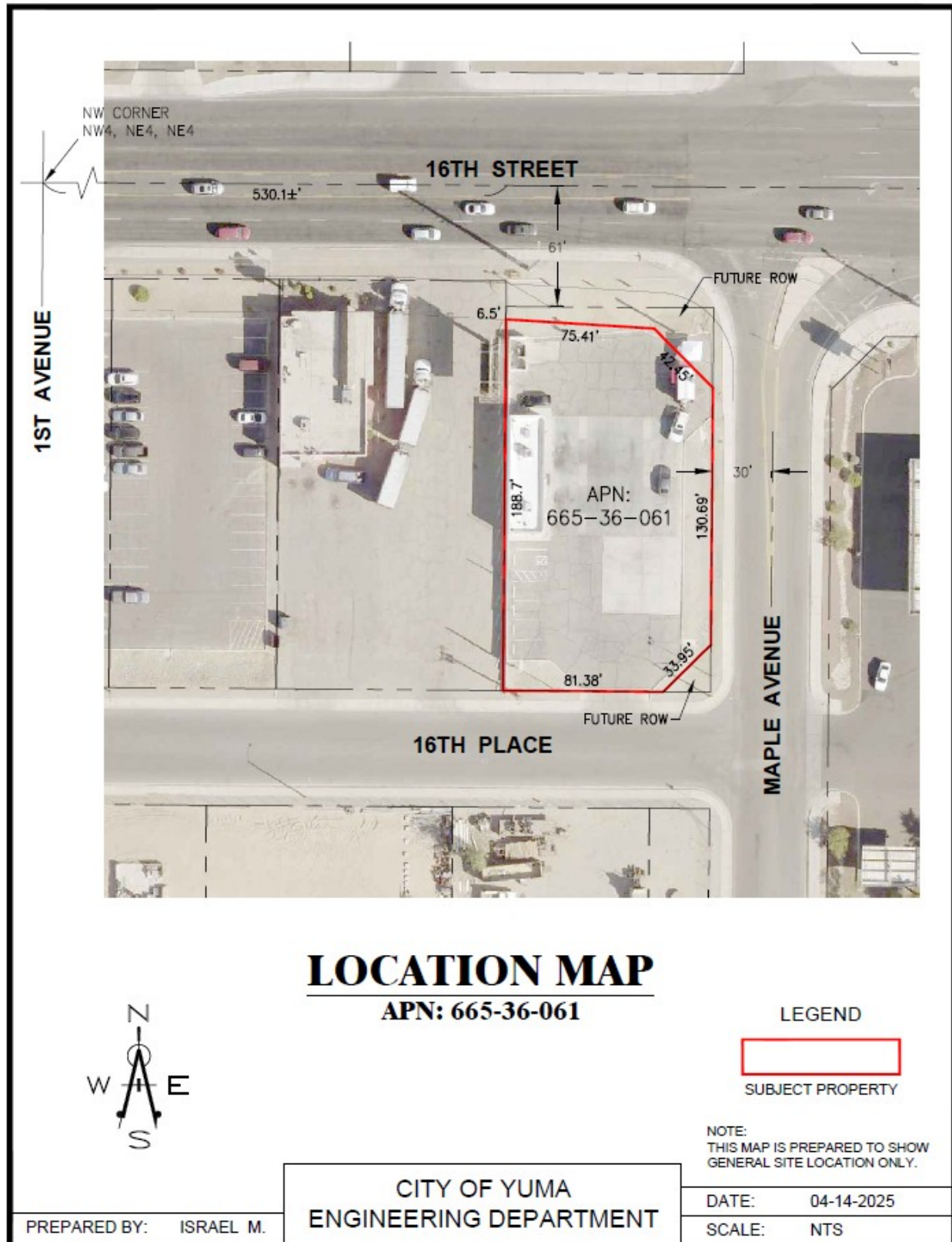
ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit 1
Map

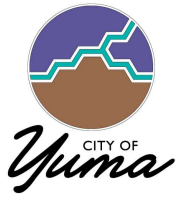


Legal Description

That part of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 8S, Range 23W of the Gila and Salt River Base and Meridian, Yuma County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 33, thence Easterly a distance of 530.1 feet to a point along the North line of said Section 33, thence Southerly along a line a distance of 61 feet to a point, thence continuing South a distance of 6.5 feet to a point lying on the West line of Assessor's Parcel Number (APN) 665-36-061 also being the **True Point of Beginning**; thence continuing South along the said West line a distance of 188.7 feet to the Southwest corner of said APN, thence Easterly a distance of 81.38 feet along the South line of said APN, thence Northeasterly along a straight line, a distance of 33.95 feet, 24.00 feet Easterly and 24.00 feet Northerly, to a point lying on the East line of said APN, thence Northerly a distance of 130.69 feet along the East line of said APN, thence Northwesterly along a straight line distance of 42.45 feet, to a point lying 30.01 feet Westerly and 30.00 feet Northerly, thence Northwesterly along a straight line a distance of 75.41 feet, being 75.36 feet Westerly and 4.08 feet Northerly, to the **Point of Beginning**;

Containing an area of 18,878 square feet or 0.4333 Acre, more or less



City of Yuma

City Council Report

File #: R2025-046

Agenda Date: 5/7/2025

Agenda #: 14.

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

TITLE:

Memorandum of Understanding: Federal Bureau of Investigation

SUMMARY RECOMMENDATION:

Approve a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) to allow participation in the Joint Terrorism Task Force. (Police/ Administration) (Thomas Garrity)

STRATEGIC OUTCOME:

This MOU supports the City Council's Safe and Prosperous strategic outcome. The approved agreement will allow the City of Yuma to work jointly and collaboratively with the FBI when investigating terrorism related crimes, to include cyber threats.

REPORT:

The FBI Joint Terrorism Task Force is a national effort to coordinate intelligence, investigative, and operational responses to various criminal, cyber and national security threats. This MOU will formalize and maximize the cooperation and cohesiveness between the FBI and the City of Yuma Police Department by authorizing two members of the police department to serve on the Joint Terrorism Task Force as a part-time, collateral assignment.

Participation in the Joint Terrorism Task Force will strengthen the police department's investigative response to local and regional crime threats by leveraging the resources of both local and federal law enforcement agencies for the prevention, deterrence, investigation and apprehension of individuals or groups responsible for terrorist related acts.

Assigned police department members will receive necessary security clearances, training, and experience in working with federal law enforcement partners, utilizing national information and intelligence systems and handling complex investigations which may have national and international connections.

FISCAL REQUIREMENTS:

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

TOTAL\$ 0.00

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY OF YUMA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR PURPOSES OF CITY PARTICIPATION IN THE JOINT TERRORISM TASK FORCE

WHEREAS, the City of Yuma is authorized by A.R.S. § 11-952 to enter into agreements for the joint exercise of any power common to the Parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

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

WHEREAS, the City of Yuma Police Department responds to various calls for service which may have national security implications to include cybercrimes; and,

WHEREAS, the Federal Bureau of Investigation has implemented the Joint Terrorism Task Force to partner with local law enforcement agencies to provide a coordinated response to criminal investigations with a national nexus; and,

WHEREAS, the City of Yuma desires to better engage and communicate with our federal partners to leverage available resources thereby enhancing community and regional safety and prosperity,

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

SECTION 1: The City Council finds entering into a memorandum of understanding with the Federal Bureau of Investigation will provide enhanced communication, response, and investigative engagement between the Yuma Police Department and federal law enforcement and is therefore in the public interest.

SECTION 2: The document titled, *Joint Terrorism Task Force (JTTF) Standard Memorandum of Understanding Between The Federal Bureau of Investigation and City of Yuma* attached and incorporated are on file with the City Clerk and available electronically to the public or upon request to the City Clerk, describe the terms of the agreement between the City of

Yuma and the Federal Bureau of Investigation, and are approved for signature by the City Administrator on behalf of the City of Yuma.

Adopted this _____ day of May, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

FBI Phoenix Field Office
JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

City of Yuma
(the "Participating Agency")

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Participating Agency. The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Participating Agency in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the **Phoenix Field Office/Yuma Resident Agency Joint Terrorism Task Force**.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Participating Agency agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Participating Agency.
- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Participating Agency.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Participating Agency must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC, SAC or SC, and the Participating Agency. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Participating Agency will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term “JTTF personnel” means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section 4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI’s Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite “need to know.”

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Participating Agency’s policy concerning the use of deadly force.

Less-than-Lethal Devices

- Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in JTTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.
- The Participating Agency of each individual assigned to the JTTF will ensure the agency’s policies and procedures for use of any less-than-lethal device that will be carried by JTTF

personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

- The Participating Agency of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or its successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the

FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Participating Agency provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Participating Agency, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Participating Agency. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Participating Agency may be requested to enter into an additional agreement if an employee of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF -related

information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI JTTF SSA.

- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Participating Agency agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator-controlled caveats.
- The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Participating Agency for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the

Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions.

- The Participating Agency JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Participating Agency will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Participating Agency is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Participating Agency (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.
- Employees of the Participating Agency (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Participating Agency while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Participating Agency that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.

- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Participating Agency from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Participating Agency authorization, prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an “employee” of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, “insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.” Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Participating Agency’s JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.

- An employee may be provided representation “when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee’s employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States.” 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI’s Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI’s OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

Any Participating Agency may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any remaining

Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

FORFEITURE

The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to JTTF investigations may be equitably shared with the agency participating in the JTTF.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the JTTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

SIGNATORIES:

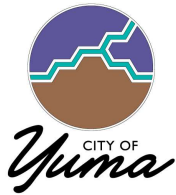
City Administrator
Participating Agency

Date: _____

Special Agent in Charge
Phoenix Field Office
Federal Bureau of Investigation

Date: _____

Template Updated 12/14/2023



City of Yuma

City Council Report

File #: R2025-047

Agenda Date: 5/7/2025

Agenda #: 15.

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

TITLE:

Economic and Historic Downtown Redevelopment Agreement: Hotel San Carlos of Yuma L.L.C

SUMMARY RECOMMENDATION:

Approve the Economic and Historic Downtown Redevelopment Agreement (Development Agreement) for the sale of the historic San Carlos Hotel and payment of \$300,000 to the City of Yuma. (City Attorney's Office) (Richard Files)

STRATEGIC OUTCOME:

The approval of this Development Agreement will further the City Council's strategic outcomes of Safe and Prosperous and Active and Appealing by encouraging and facilitating the redevelopment and reuse of the historic San Carlos Hotel and enhancing the economic and social welfare of historic downtown Yuma and the residents of the City.

REPORT:

In 1994, the City of Yuma entered into an agreement with Housing America Corporation ("HAC") for a loan of federal Community Development Block Grant ("CDBG") funds for a low-income housing project at the historic San Carlos Hotel located at 106 East 1st Street, Yuma, Arizona 85364 ("San Carlos"). HAC subsequently transferred the \$600,000 in City CDBG funds to Hotel San Carlos, L.P., a partnership between Excel Group and Achieve Human Services, Inc. (collectively "Achieve"). HAC's transfer of the City CDBG funds to Achieve was secured by a promissory note and deed of trust on the San Carlos property and HAC then assigned its rights and interest in the \$600,000 promissory note and deed of trust to the City to secure the City's loan. Achieve then took over the San Carlos low-income housing project.

In 1997, Achieve obtained additional funding for the project through federal and State of Arizona Low-Income Housing Tax Credit ("LIHTC") financing. This was in addition to the original \$600,000 CDBG through the City. To obtain the LIHTC funding, Achieve had to seek City Council approval to subordinate the CDBG deed of trust position and allow the State LIHTC to take a higher position and also had to enter into an Affirmative Land Use Restrictive Covenant Agreement (called a "LURA") to ensure that Achieve would operate the San Carlos as a low-income housing project.

The 1997 City Council authorized and approved a subordination and intercreditor agreement to allow Achieve to obtain the LIHTC funding and the State LURA on the San Carlos was entered into and recorded at Yuma County Recorder Fee#: 1997-24187. After obtaining the LIHTC financing, Achieve (and its parent partner

Excel Group) and Bank of America held first and second mortgage positions, both secured by deeds of trust, and the City held third mortgage position for the CDBG funds, also secured by a deed of trust. Achieve eventually satisfied the Bank of America mortgage, leaving City in second position.

Achieve operated the housing project at the San Carlos until 2021, when Achieve began steps to wind up its obligations at the San Carlos and remove the State LURA so the San Carlos could be sold. Achieve began marketing the San Carlos in 2024 and has now entered into a sale agreement with Hotel San Carlos of Yuma, LLC.

Because the sale price does not cover all of the secured mortgages (deeds of trust) on the San Carlos, Achieve requested a compromise. In exchange for the buyer entering into this Development Agreement, and a compromise payment of \$300,000 from Achieve to the City of Yuma, the City Council will direct the City Administrator to release the City's second-position mortgage and deed of trust. City Council supports the buyer's conceptual intention to redevelop the property as market rate residences, possibly loft-style residences, or redevelop the San Carlos into a hotel with national branding.

Staff has determined that this redevelopment project will result in significant planning, economic, historical, social, and other public benefits to the City and the downtown redevelopment and may qualify under the Government Property Lease Excise Tax abatement incentive if all legislative criteria are met.

Adopting this Resolution approves and authorizes the attached Development Agreement.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: _____ Date: _____

John D. Simonton	04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/25/2025

RESOLUTION NO. R2025-047

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING AN ECONOMIC AND
HISTORIC DOWNTOWN REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF YUMA AND HOTEL SAN CARLOS OF
YUMA, LLC**

WHEREAS, the City of Yuma (City) desires to grow its economy and expand employment opportunities for its citizens through the retention/expansion of existing business and the attraction of new businesses and thereby provide new capital investment and quality jobs; and,

WHEREAS, in 1994, the City entered into an agreement for a loan of federal Community Development Block Grant (CDBG) funds for a federal low-income housing project at the historic San Carlos Hotel located at 106 East 1st Street, Yuma, Arizona 85365 (“San Carlos”); and,

WHEREAS, the CDBG loan was secured by a promissory note from the borrower, Achieve Human Services, Inc. (“Achieve”) and a deed of trust on the San Carlos; and,

WHEREAS, Achieve operated the housing project at the San Carlos until 2021 when Achieve began steps to wind up its obligations to the State of Arizona to operate the housing project; and,

WHEREAS, after working with the State of Arizona to close Achieve’s obligations at the San Carlos and to remove the State of Arizona restrictive covenants on the San Carlos, Achieve began marketing the San Carlos for private sale in 2024; and,

WHEREAS, Achieve entered into a sale agreement with Hotel San Carlos of Yuma, LLC to sell the San Carlos; and,

WHEREAS, in exchange for Hotel San Carlos of Yuma, LLC entering into an Economic and Historic Downtown Redevelopment Agreement, City Council will direct the City Administrator to release the City’s second-position mortgage and deed of trust in exchange for Achieve’s compromise payment to the City of \$300,000 upon the close of escrow; and,

WHEREAS, the City has determined that the San Carlos redevelopment project pursuant to a development agreement will result in significant planning, economic, historical, social and other public purpose benefits to the City and City residents by, among other things: (i) providing for the redevelopment and reuse of the San Carlos in historic downtown Yuma; (ii) increasing tax revenues to the City arising from or related to building improvements; and (iii) retaining existing and creating new jobs within the City and otherwise enhancing the economic and social welfare of the residents of the City.

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

SECTION 1: The City Council finds redevelopment and occupancy of the San Carlos is vital to the future prosperity of the historic Yuma Downtown, in the best interests of the City, the health, safety, and welfare of City residents, and is being improved in accordance with the public purposes and provisions of all federal, state, and local laws, codes and regulations, the City of Yuma 2022 General Plan as amended, the zoning ordinance of the City of Yuma (collectively “Applicable Laws”), and the terms of this Economic and Historic Redevelopment Agreement (“Development Agreement”).

SECTION 2: The Development Agreement attached as Exhibit A and by this reference made a part of this Resolution is approved in accordance with the Agreement’s terms.

SECTION 3: The City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

Adopted this ____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A

ECONOMIC AND HISTORIC DOWNTOWN REDEVELOPMENT AGREEMENT

This Economic and Historic Downtown Redevelopment Agreement (“Agreement”) is made and entered into on this ____ of April, 2025 (“Effective Date”) in accordance with Arizona Revised Statutes (A.R.S.) § 9-500.05 and § 9-500.11, by and between Hotel San Carlos of Yuma, LLC, an Arizona limited liability company (“Company”) and the City of Yuma, an Arizona municipal corporation (“City”) concerning the historic San Carlos Hotel located at 106 East 1st Street, Yuma, Arizona 85364 (“San Carlos”). Company and the City may be referred to in this Agreement individually as a “Party” or collectively as the “Parties.” Hotel San Carlos Limited Partnership (“HSC Partnership”) and Achieve Human Services, Inc. are also signatories to this Agreement, acknowledging HSC Partnership’s and Achieve Human Services, Inc.’s obligation to pay the City of Yuma \$300,000 at the close of escrow in order to complete the sale of the San Carlos, free and clear of the City’s liens and encumbrances as described below.

RECITALS

WHEREAS, in September 1994, the City entered into an agreement with Housing America Corporation (“HAC”) for a loan of federal Community Development Block Grant (CDBG) funds in the amount of \$600,000 for a federal low-income housing project at the San Carlos; and,

WHEREAS, in 1996, HAC then transferred the \$600,000 in City CDBG funds to Hotel San Carlos, Limited Partnership, a partnership between the Excel Group and Achieve Human Services, Inc. (collectively “Achieve” for operations of the low-income housing project at the San Carlos, but the sale of the San Carlos property is completed by Hotel San Carlos, Limited Partnership, known as “HSC Partnership” in this Agreement); and,

WHEREAS, Achieve issued a promissory note and deed of trust to HAC for these CDBG funds which HAC then assigned its interest in the \$600,000 promissory note and deed of trust to the City; and,

WHEREAS, in 1997, the Yuma City Council authorized and approved a subordination and intercreditor agreement to allow Achieve to obtain Low-Income Housing Tax Credit (LIHTC) financing (in addition to the \$600,000 CDBG funds) for the San Carlos; and,

WHEREAS, in exchange for LIHTC funding, Achieve entered into an Affirmative Land Use Restrictive Covenant Agreement (LURA) with the State of Arizona, recorded at Yuma County Recorder Fee #: 1997-24187; and,

WHEREAS, after obtaining LIHTC financing, Achieve and Bank of America held first and second mortgage positions on the San Carlos, both secured by deeds of trust and the City held third mortgage position for the CDBG funds, also secured by a deed of trust, and Achieve eventually satisfied the Bank of America mortgage; and,

WHEREAS, the San Carlos is listed on the National Historic Register; and,

WHEREAS, in 2021, Achieve began to wind down the low-income housing at the San Carlos and in 2022 successfully worked with the State of Arizona to remove the LURA covenant; and,

WHEREAS, beginning in 2024, Achieve began marketing the San Carlos property for private sale and based on the sale-value of the San Carlos, requested that the City compromise some or all of its amount due under the deed of trust for the CDBG funding; and,

WHEREAS, City Council agreed to consider compromises if the buyer provided assurances on the intended project at the San Carlos as well as timeline of construction and the buyer would enter into a development agreement in exchange for the compromise; and,

WHEREAS, HSC Partnership entered into a sale agreement with Company to sell the San Carlos; and,

WHEREAS, in exchange for entering this Agreement, City Council will direct the City Administrator to release the City's second-position mortgage and deed of trust in exchange for Achieve's compromise payment to the City of \$300,000 upon the close of escrow; and,

WHEREAS, the City has determined that the San Carlos redevelopment project pursuant to this Agreement will result in significant planning, economic, historical, social and other public purpose benefits to the City and City residents by, among other things: (i) providing for the redevelopment and reuse of the San Carlos in historic downtown Yuma; (ii) increasing tax revenues to the City arising from or related to building improvements; and (iii) retaining existing jobs and creating new jobs within the City and otherwise enhancing the economic and social welfare of the residents of the City; and,

WHEREAS, redevelopment and occupancy of the San Carlos is vital to the future prosperity of the historic Yuma Downtown, in the best interests of the City, the health, safety, and welfare of City residents, and is being improved in accordance with the public purposes and provisions of all federal, state, and local laws, codes and regulations, the City of Yuma 2022 General Plan as amended, the zoning ordinance of the City of Yuma (collectively "Applicable Laws"), and the terms of this Agreement.

NOW, THEREFORE for the mutual benefit of the Parties and in consideration of the foregoing recitals and the mutual terms and conditions contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Recitals set forth above are true and accurate and incorporated by reference.

2. **Term.** This Agreement shall commence upon the date of execution by both Parties (“Effective Date”) and shall terminate on the later of: (i) May 31, 2030; or (ii) the completion of all covenants, conditions and obligations of both Parties. In the event that Company does not complete the purchase of the San Carlos by July 31, 2025, for any reason or no reason, then this Agreement shall automatically be terminated.

3. **Payment to the City.** In exchange for the City’s compromise and release of the City’s promissory note and deed of trust against the San Carlos property, Company and HSC Partnership shall ensure that \$300,000 of the purchase price received by HSC Partnership/Achieve shall be paid by HSC Partnership/Achieve to the City of Yuma at the close of escrow in exchange for the City’s release of City claims and the City’s deed of trust. By HSC Partnership’s/Achieve’s signature below, HSC Partnership/Achieve acknowledges and accepts this obligation and agrees to instruct the escrow agent to wire the \$300,000 amount in accordance with City instructions no later than the close of escrow. Company and HSC Partnership/Achieve shall instruct the escrow agent to prepare the necessary release for City Administrator signature for recording at the close of escrow.

4. **San Carlos Project.** Company intends to renovate the San Carlos for operation as residences, including but not limited to, a loft concept, or to renovate to operate as a hotel. City Council expressly supports either of these concepts and agrees to work with Company if another concept becomes viable, and shall amend this Section 4 by motion of the City Council if a different use that is acceptable to City Council becomes necessary.

5. **Parking/Inclusion into Downtown Mall Maintenance and Parking District (MMD).** The San Carlos is located within the MMD and in accordance with the MMD, does not require any further parking. Depending on Company’s ultimate project, additional parking may be desired. City Council expressly agrees to work with Company on additional parking needs if it arises.

6. **Development Fees, Water and Wastewater Credits and Government Property Lease Excise Tax (GPLET) Abatement.** As part of the redevelopment of the San Carlos, City agrees that Company shall be entitled to Development Fee credits, and credits to water and wastewater charges in accordance with Applicable Laws. The redevelopment of the Property may also be eligible for the abatement of the GPLET. The City of Yuma agrees to work with the Company regarding GPLET abatement if the redevelopment meets all criteria established by the State legislature.

7. **Encroachment and Right-of-Way Permits and Licenses Required.** Company acknowledges and agrees that any work performed in the public right-of-way, or the construction, installation or maintenance of any facility or other improvement in the public right-of-way requires a permit, license, franchise, or similar authorization. Company shall meet all permitting requirements and shall obtain all necessary permits prior to commencing such work or improvements in the public right-of-way.

8. **Completion.** The redevelopment and renovation/construction project shall be completed no later than May 31, 2030.

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

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

- a. Thirty (30) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or
- b. Sixty (60) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or
- c. If any such non-monetary default cannot reasonably be cured sixty (60) days for reasons beyond the defaulting Party's control (financial inability, construction delays and market conditions excepted), then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

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

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

13. **Rights and Remedies Cumulative.** Except as limited by Section 15 below, the rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise, at the same or different times, of any other right or remedy for any other default by the other Party

14. **Company Representations.** Company represents and warrants that:

a. Company (Hotel San Carlos of Yuma, LLC) has the full right, power and authorization to enter into and perform this Agreement, the obligations and undertakings of Company under this Agreement, and the execution, delivery and performance of this Agreement by Company has been duly authorized, agreed to, and is in compliance with any organizational documents of Company.

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

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

d. As of the date of this Agreement, Company knows of no litigation, proceeding or investigation pending or threatened against or affecting Company, which could have a material adverse effect on Company's performance under this Agreement that has not been disclosed in writing to the City.

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

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

g. Company has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects.

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

15. **City Representations.** City represents and warrants to Company that:

a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's

execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.

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

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

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

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

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

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

16. **Indemnification and Hold Harmless.** To the extent the City is named in any lawsuit, claim, demand, or action arising out of Company's actions in this Agreement, Company shall indemnify, defend, and hold harmless the City and any City employees, officials, or officers and against any losses, costs, or damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses. In the event a Court of competent jurisdiction holds any part or portion of this Agreement void or unenforceable as a matter of law, Company shall automatically release the City of Yuma from any obligation contained in such void or unenforceable terms, conditions, part or portions of this Agreement without recourse against the City of Yuma, or any claim or lawsuit against the City for breach of contract. To the extent Company is named in any lawsuit, claim, demand, or action arising out of City's actions in this Agreement, City shall indemnify, defend, and hold harmless Company and Company's employees, officials, or officers and against any losses, costs, or damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses.

17. **Notice.** All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TO CITY:

City of Yuma
Attn: City Administrator
One City Plaza
Yuma, Arizona 85364-1436

TO Company:

Hotel San Carlos of Yuma, LLC
Attn: Alexander Jessen Deckey, Manager
370 S. Main Street
Yuma, Arizona 85364

With a Mandatory Copy to:

Brandon S. Kinsey, Esq.
Garcia, Kinsey & Villarreal, P.L.C.
2620 W. 24th Street
Yuma, Arizona 85364

If either Party changes address, the Party changing address must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing.

18. **Assignment/Binding Effect.** This Agreement is not assignable unless both Parties mutually consent in writing. This Agreement shall inure to and benefit the successors and permitted assigns of both Parties.

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

20. **Recordation.** The City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

21. **No Partnership; Third Parties.** This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder, except for permitted successors in interest to the extent that they assume or succeed to the rights and/or obligations under this Agreement.

22. **Good Standing; Authority.** Hotel San Carlos of Yuma, LLC represents and warrants to the City that Hotel San Carlos of Yuma, LLC is duly formed and validly existing under the laws of Arizona or registered with the Arizona Corporation Commission as a limited liability company. Each Party represents and warrants that the individual(s) executing this Agreement on behalf of their respective Party is authorized and empowered to bind the Party on whose behalf each such individual is signing.

23. **Governing Law; Venue.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret,

enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, John M. Roll Courthouse, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section.

24. **Attorney's Fees, Costs and Expenses.** If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party shall recover, as part of such action or proceeding, all reasonable costs, expenses, and attorney fees as determined by the Court and not by a jury.

25. **Entire Agreement/Integration.** This Agreement with its Exhibits contains the entire agreement between the Parties, and no oral or written statement, promises or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and agreed to by the Parties.

26. **A.R.S. § 38-511 and A.R.S. § 35-393.01 (Boycott of Israel).** Notice is hereby given of the applicability of A.R.S. § 38-511. Additionally, pursuant to A.R.S. § 35-393.01, Company certifies it is not engaged in a boycott of Israel as of the Effective Date of this Agreement and agrees for the duration of this Agreement to not engage in a boycott of Israel.

27. **Individual Nonliability.** No City Council member, official, representative, agent, attorney or employee of either Party shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach for any amount which may become due to a Party or its successor, or with respect to any obligation under the terms of this Agreement.

28. **Headings and Counterparts.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, and when each Party has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete original contract between the parties. An electronic transmission or other facsimile of this Agreement shall be effective and binding upon the Parties as if such signatures were originals, and shall be admissible as evidence of the document and the signer's execution thereof; provided that such Party shall upon request of any other Party, immediately provide an original signature to such other Party.

29. **Construction.** This Agreement and the documents to be executed pursuant to this Agreement are the result of negotiations between the Parties. Accordingly, neither Party shall be deemed to be the author of this Agreement nor the resulting documents, and there shall be no presumption that this Agreement or any of such documents are to be construed for or against any such Party on the basis of the authorship of the documents. Words importing the singular number

only shall include the plural and vice-versa, and words importing gender shall include all genders. Use of the word “including” shall mean “including without limitation.”

30. **Severability.** If any term, covenant, condition or provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. Subject to the limitations in Section 15, if any applicable law or court of competent jurisdiction prohibits or excuses City or Company from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

31. **Successor Laws.** Each reference in this Agreement to a particular City Ordinance, Arizona statute or other Applicable Laws shall include any successor City ordinance, successor Arizona statute or successor Applicable Law.

32. **Amendment.** No change or addition is to be made to this Agreement except by written amendment executed by City and Company. Within ten (10) days after any amendment to this Agreement. Yuma City Council may amend this Agreement via motion. Any amended Agreement shall be recorded in the Official Records of Yuma County, Arizona.

33. **Further Acts.** Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement.

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

IN WITNESS WHEREOF, the Parties have authorized the execution of this Agreement through their authorized representatives named below as of the Effective Date written above.

CITY OF YUMA

HOTEL SAN CARLOS OF YUMA, LLC

John D. Simonton
Acting City Administrator

By: _____
Alexander Jessen Deckey
Manager

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

APPROVED AS TO FORM:

Brandon S. Kinsey, Esq.
Attorney for Hotel San Carlos of Yuma, LLC

Acknowledged and accepted as to the obligations described in Section 3 above:

Achieve Human Services, Inc.

By: _____
Carol Carr, President/CEO

Hotel San Carlos Limited Partnership

By: Yuma Enterprise Services, Inc. FKA
Achieve Enterprises Services, Inc.
Its General Partner

By: _____
Carol Carr, President and CEO

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____
2025, by Alexander Jessen Deckey, as Manager on behalf of Hotel San Carlos of Yuma, LLC, an
Arizona limited liability company.

My commission expires:

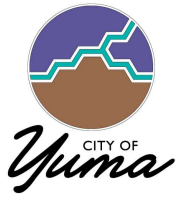
By: _____
Notary Public

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ of _____ 2025,
by City Administrator John D. Simonton on behalf of the City of Yuma, an Arizona municipal
corporation.

My commission expires:

By: _____
Notary Public



City of Yuma

City Council Report

File #: O2025-013

Agenda Date: 5/7/2025

Agenda #: 1.

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

TITLE:

Grant of Easement: 7th Street alignment between 21st Avenue and 24th Avenue

SUMMARY RECOMMENDATION:

Upon payment of the purchase price, authorize the City Administrator to sign and record the Grant of Easement described below. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item furthers City Council's strategic outcome of Unique and Creative by facilitating the development of property as planned.

REPORT:

The City of Yuma (City) owns a thirty-foot strip of ROW at the 7th Street alignment between 21st Avenue and 24th Avenue (7th Street ROW). The 7th Street ROW is unpaved and is not used for vehicular traffic but contains a 42" storm sewer line owned by the City. The footprint of the 7th Street ROW is approximately 20,928 square feet.

Cafe Main Street Properties LLC (Cafe Main Street) is a California limited liability company and owns the parcel immediately south of the 7th Street ROW, APN 632-61-361.

Cafe Main Street is developing a company housing project called Calle Ocho Norte on APN 632-61-361 and wants to acquire an easement within the 7th Street ROW to meet the minimum setback requirements and avoid the ROW from becoming a trash collection site between Calle Ocho Norte to the south and the Pecan Grove Elementary School to the north.

The proposed easement preserves City access to the storm sewer line and prohibits construction, the operation of heavy equipment, and the planting of trees and shrubs within the footprint of the easement, but does allow parking on the easement.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 100.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00

OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP
TOTAL\$ 0.00		
FY 2023 City Engineering Budget		
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

This ordinance would generate a positive fiscal impact by the initial payment received from Cafe Main Street and by returning underutilized ROW to county property tax rolls.

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: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/28/2025

ORDINANCE NO. O2025-013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, GRANTING A SETBACK AND PARKING EASEMENT TO
THE ABUTTING PROPERTY OWNER**

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

WHEREAS, the City owns approximately 20,928 square feet of right-of-way (ROW) at the 7th Street alignment between 21st Avenue and 24th Avenue in Yuma, Arizona as depicted and described in Exhibit A (7th Street ROW) to the attached Grant of Easement; and,

WHEREAS, the 7th Street ROW is unpaved and is not used for vehicular traffic but contains a 42" storm sewer line owned by the City; and,

WHEREAS, Cafe Main Street Properties LLC (Cafe Main Street) is a California limited liability company and owns the parcel (APN 623-61-361) immediately south of the 7th Street ROW as depicted in Exhibit A; and,

WHEREAS, Cafe Main Street is developing a company housing project called Calle Ocho Norte on APN 623-61-361 and seeks an easement from the City to avoid the ROW from becoming a trash collection site between Calle Ocho Norte to the south and the Pecan Grove Elementary School to the north and to meet required minimum setback requirements; and,

WHEREAS, the City's storm sewer line is adequately protected through easement covenants preserving City access to the storm sewer line and prohibiting construction, the operation of heavy equipment, and the planting of trees and shrubs within the footprint of the 7th Street ROW.

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

SECTION 1: Upon receipt of payment from Cafe Main Street, the City Administrator is authorized and directed to execute and record the attached Grant of Easement and to take all acts consistent with the intent of this ordinance.

Adopted this ___ day of May 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

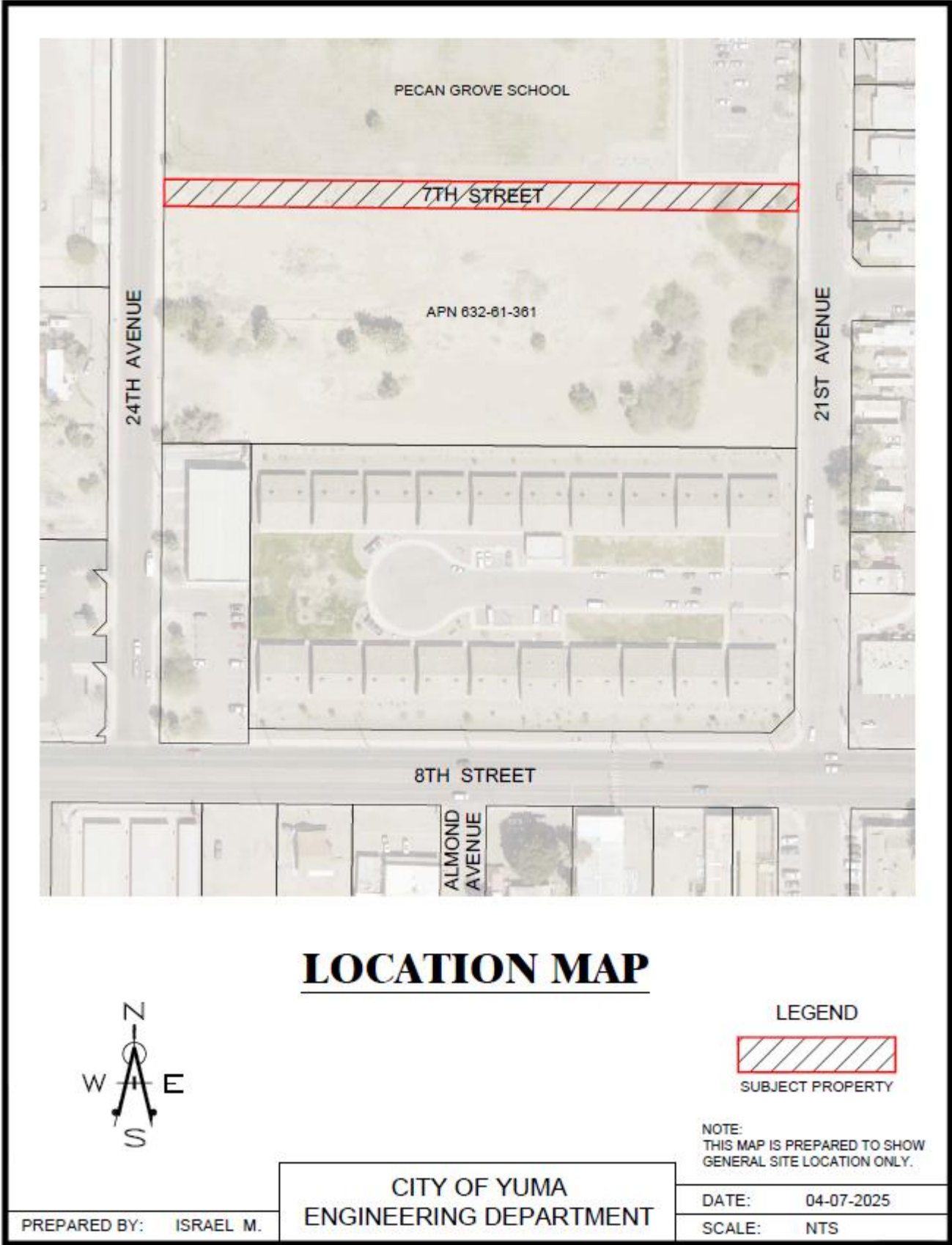
APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A

Map

(ROW to be deeded to Cafe Main Street and protected under an easement reserved to the City)



Legal Description

(ROW to be deeded to Cafe Main Street and protected under an easement reserved to the City)

A portion of the South half of the Southwest quarter (S½SW¼) of Section 20, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, County of Yuma, State of Arizona, also described in the Hansberger Subdivision No. 3, dated 6/29/1951, Recorded in Book 3 of Plats, Page 79, Yuma County Records (YCR) , and adjacent to the Pecan Garden Estates Subdivision, dated 9/30/2015, FEE # 2015-21970, Recorded in Book 28 of Plats, Page 2, YCR, and further described as follows:

Commencing at the intersection of the centerlines of 24th Avenue and 7th Street described said Hansberger Subdivision No. 3 plat, and said Pecan Garden Estates Subdivision plat;

Thence North 89° 32' 43" East (Record) along the centerline of 7th Street, a distance of 30.00 feet (Record) to the Northwest Corner of Lot 1 in the Pecan Garden Estates Subdivision, being the True Point of Beginning;

Thence continuing North 89° 32' 43" East (Record) along the Centerline of 7th Street, also being the Northline of said Lot 1, a distance 697.62 feet (Record) to the Northeast corner of said Lot 1;

Thence North 00° 25' 16" West (Calculated) along a northly extension of the West property line of said Lot 1, a distance of 30.00 feet (Record) to the southeast corner of Block 4, described in the said Hansberger Subdivision No. 3;

Thence South 89° 32' 43" West (Calculated) along the north right-of-way line of 7th Street, a distance of 697.61 feet, more or less (Calculated), (697.72 from Hansberger Plat) to the southwest corner of Lot 20, Block 3, of said Hansberger Subdivision No. 3;

Thence South 00° 24' 40" East (Calculated) along a northerly extension of the West line of said Lot 1 of said Pecan Garden Estates subdivision, a distance of 30.00 feet (Record) to the True Point of Beginning.

Containing 20,928.37 square feet or 0.480 of an Acre, more or less.

Description Verified By:	Andrew McGarvie
City Engineering Department	4/7/2025

GRANT OF EASEMENT

City of Yuma to Cafe Main Street Properties LLC

RECORDING REQUESTED BY

City of Yuma
One City Plaza
Yuma, Arizona 85364

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Affidavit of Property Value per A.R.S. § 11-1134(A)(3)

Grant of Easement

For the consideration of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, the **City of Yuma**, an Arizona municipal corporation (**Grantor**) does hereby grant and convey to **Cafe Main Street Properties LLC**, (**Grantee**) the following real property easement situated in Yuma County, Arizona:

Depicted and described in Exhibit A and by this reference made a part hereof.

This Grant of Easement shall be for only the following purposes: achieving a 20-foot setback from the property to the north. Grantee shall not construct any buildings on the easement, plant any trees on the easement, operate heavy equipment on the easement, or take any other act that could damage Grantor's storm sewer line in the easement area. Grantee may use the easement for purposes of parking and recognizes the City's perpetual right-of-entry into the easement area for storm sewer maintenance, upkeep, and reconstruction.

Dated this _____ day of _____, 2025.

GRANTOR:

City of Yuma, an Arizona municipal corporation

John D. Simonton
City Administrator

Attest:

Approved as to form:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

GRANTEE:

Cafe Main Street Properties LLC, a California limited liability company

By: _____
Robert Erickson
Agent

Acknowledgements

State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by John D. Simonton, City Administrator, on behalf of the City of Yuma, an Arizona municipal corporation.

My Commission Expires: _____
Notary

State of _____)
)ss
County of _____)

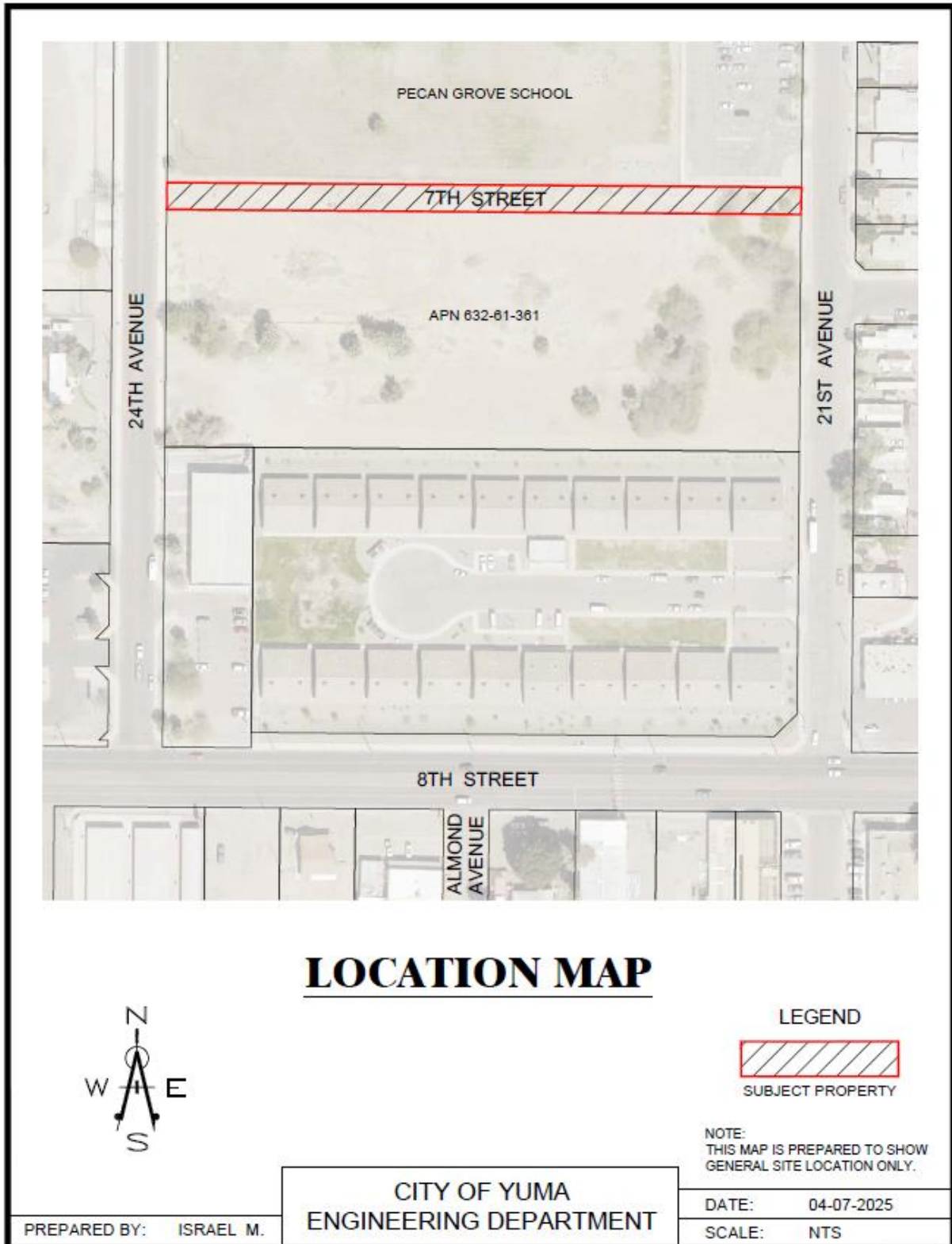
The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Robert Erickson, Agent, on behalf of Cafe Main Street Properties LLC, a California limited liability company.

My Commission Expires: _____
Notary

EXHIBIT A

Map

(ROW to be deeded to Cafe Main Street and protected under an easement reserved to the City)



Legal Description

(ROW to be deeded to Cafe Main Street and protected under an easement reserved to the City)

A portion of the South half of the Southwest quarter (S½SW¼) of Section 20, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, County of Yuma, State of Arizona, also described in the Hansberger Subdivision No. 3, dated 6/29/1951, Recorded in Book 3 of Plats, Page 79, Yuma County Records (YCR) , and adjacent to the Pecan Garden Estates Subdivision, dated 9/30/2015, FEE # 2015-21970, Recorded in Book 28 of Plats, Page 2, YCR, and further described as follows:

Commencing at the intersection of the centerlines of 24th Avenue and 7th Street described said Hansberger Subdivision No. 3 plat, and said Pecan Garden Estates Subdivision plat;

Thence North 89° 32' 43" East (Record) along the centerline of 7th Street, a distance of 30.00 feet (Record) to the Northwest Corner of Lot 1 in the Pecan Garden Estates Subdivision, being the True Point of Beginning;

Thence continuing North 89° 32' 43" East (Record) along the Centerline of 7th Street, also being the Northline of said Lot 1, a distance 697.62 feet (Record) to the Northeast corner of said Lot 1;

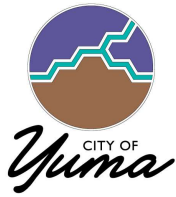
Thence North 00° 25' 16" West (Calculated) along a northly extension of the West property line of said Lot 1, a distance of 30.00 feet (Record) to the southeast corner of Block 4, described in the said Hansberger Subdivision No. 3;

Thence South 89° 32' 43" West (Calculated) along the north right-of-way line of 7th Street, a distance of 697.61 feet, more or less (Calculated), (697.72 from Hansberger Plat) to the southwest corner of Lot 20, Block 3, of said Hansberger Subdivision No. 3;

Thence South 00° 24' 40" East (Calculated) along a northerly extension of the West line of said Lot 1 of said Pecan Garden Estates subdivision, a distance of 30.00 feet (Record) to the True Point of Beginning.

Containing 20,928.37 square feet or 0.480 of an Acre, more or less.

Description Verified By:	Andrew McGarvie
City Engineering Department	4/7/2025



City of Yuma

City Council Report

File #: O2025-014

Agenda Date: 5/7/2025

Agenda #: 2.

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

TITLE:

Right-of-Way Vacation: 28th Street

SUMMARY RECOMMENDATION:

Vacate 28th Street right-of-way to Top Quality Products, LLC, a Delaware limited liability company. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

Returning unused right-of-way to private development creates jobs and tax revenue in a respected and responsible manner.

REPORT:

28th Street between Avenues 4E and 5E was called out in the 2005/2007 Major Roadways Plan as a collector street. The 28th Street south half right-of-way along the north property frontage of Assessor's Parcel Number (APN) 197-06-033 was requested in a 2007 pre-annexation development agreement. The property owner then dedicated the 28th Street right-of-way to the City of Yuma in a Warranty Deed a few months later.

The 2014 City of Yuma Transportation Master Plan then eliminated 28th Street between Avenues 4E and 5E. There is currently no right-of-way on the north half of 28th Street, or to the east of the adjacent subject location. The City has determined that there is no public use to the property and no value as the need for the street was eliminated with the updated 2014 City of Yuma Transportation Master Plan and should be vacated under Arizona Revised Statutes (A.R.S. § 28-7205(1) and A.R.S. § 28-7215B).

The current property owner, Top Quality Products, LLC, a Delaware limited liability company, is requesting the City to vacate the described 28th Street right-of-way along the northern boundary of their property, as shown in the map associated with this agenda item.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 100.00	BUDGETED:	\$ 100.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$ 0.00			

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/28/2025



SUBJECT PROPERTY

LOCATION MAP TOP QUALITY PRODUCTS LLC.

CITY OF YUMA
ENGINEERING DEPARTMENT

Prepared by: JOHN NYE

NOTE: THIS MAP IS PREPARED TO SHOW
GENERAL SITE LOCATION ONLY.

Date: 3-11-2025

SCALE: NTS



ORDINANCE NO. O2025-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, VACATING THE REAL PROPERTY HEREAFTER DESCRIBED AND AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS FOR TRANSFER THEREOF

WHEREAS, the City of Yuma 2005/2007 Major Roadways Plan (MRP) included 28th Street east of Avenue 4E as a designated collector street; and

WHEREAS, the property owner, entered into a pre-annexation development agreement R2007-15, FEE # 2007-24905, recorded 7/11/2007 requesting dedication of 28th street right-of-way; and,

WHEREAS, the property owner dedicated the 28th Street right-of-way to the City of Yuma by Warranty deed, Fee # 2007-31352, recorded 9/6/2007; and,

WHEREAS, the 2014 City of Yuma Master Transportation Plan eliminated 28th Street as a designated street in the area of the subject right-of-way; and,

WHEREAS, the Arizona Revised Statutes allow a municipality to vacate a right-of-way without compensation if the right-of-way is no longer needed for public use or has no market value; and,

WHEREAS, the described 28th Street right-of-way is currently undeveloped along the adjacent property; and,

WHEREAS, the City of Yuma does not expect to obtain additional right-of-way adjacent to, north or east of the site, and the City currently has no Capital Improvement Project (CIP) scheduled for design, right-of-way acquisition, or street construction at this location; and,

WHEREAS, the City of Yuma has determined that there is no public use or market value for the subject right-of-way; and,

WHEREAS, the proposed vacation of the right-of-way totals 26,305 square feet, or approximately 0.6039 acres, more or less; and,

WHEREAS, the developer, Top Quality Products, LLC, a Delaware limited liability company, located at 1209 Orange Street, Wilmington, Delaware, has requested that the City vacate this portion of right-of-way and transfer ownership to the adjacent property owner and developer.

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

SECTION 1: The right-of-way described in Section 2 of this Ordinance is declared surplus for City use and shall be vacated to the abutting property owner to the south, Top Quality Products, LLC, upon the recording of a quit claim deed in accordance with A.R.S. §§28-7205(1) and 28-7215(B).

SECTION 2: The right of way described below is being returned to the original parcel and must be included in a lot tie or plat within two years of recording the quit claim deed:

The North 40.0 feet of the West Half of the Northeast Quarter of the Southwest Quarter (W½NE¼SW¼) of Section 6, Township 9 South, Range 22 West, Gila & Salt River Base and Meridian, City of Yuma, Yuma County, Arizona.

Containing 26,305 square feet or 0.6039 of an acre, more or less.

SECTION 3: The City Administrator, on behalf of the City of Yuma, is authorized and directed to sign and record a quit claim deed vacating and transferring the City's interest in the described real property to Top Quality Products, LLC, and to take all other acts necessary to carry out the intent of this Ordinance.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-015

Agenda Date: 5/7/2025

Agenda #: 1.

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

TITLE:

Rezoning of Property: Near the Southeast Corner of Avenue 9E and 24th Street

SUMMARY RECOMMENDATION:

The Planning and Zoning Commission recommends denial of this rezone request by a vote of 4-2. Public comment will be taken at the public hearing on May 7, 2025. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

The subject property is located near the southeast corner of Avenue 9E and 24th Street. The site is currently undeveloped and is approximately 33.38 acres in size.

It is the intent of the applicant to subdivide the property for the future construction of approximately 85 single-family dwellings. According to the conceptual site plan, the lots will range in size from approximately 6,000 square feet to 19,672 square feet.

Further specified in 154-05.04, the following are some of the development standards required of a development within the Low Density Residential (R-1-6) District:

1. The maximum lot coverage in the Low Density Residential (R-1-6) District shall not exceed 50% of the lot area;
2. A minimum front yard setback of 20 feet;
3. A minimum side yard setback of 7 feet;
4. A minimum rear yard setback of 10 feet;
5. A maximum building height of 40 feet; and
6. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

A neighborhood meeting was held on February 12, 2025, to discuss the proposed project with neighbors and property owners within the surrounding area. During the neighborhood meeting, there were eight neighbors in attendance. The neighbors expressed their concern with traffic congestion on Avenue 9E due to school traffic

and the railroad, vehicular accidents, future subdivision landscaping, the lack of common open space for the residents of the subdivision, and property values. The neighbors also noted that Yuma County was awarded a grant through the Railroad Crossing Elimination (RCE) Grant program for project planning and activities to examine the feasibility of grade-separating three crossings in Yuma County (9E, Fortuna Road, and County 29E). During the neighborhood meeting, it was suggested by the neighbors to create four larger lots to mirror the existing four approximately 1-acre properties (Patagonia Development). With intent to provide a more consistent density between the existing and future homes.

The applicant has provided a conceptual layout of the proposed subdivision (Attachment B). However, the design and layout of the subdivision has not been finalized. The developer is working with the City to address traffic concerns through the subdivision design plat process. Through this process, the developer will address traffic mitigation, turn lanes and non-access easements. In addition, CIP Project Number 0441-ROAD2 is a Capacity Increase project on 9E from 24th Street to North Frontage Road for a new 4 lane roadway and bridge widening.

The request to rezone the property from the Agriculture (AG) District to the Low Density Residential (R-1-6) District is in conformance with the General Plan.

On March 24, 2025, the Planning and Zoning Commission voted 4-2 to recommend denial of the request to rezone approximately 33.38 acres from the Agriculture (AG) District to the Low Density Residential (R-1-6) District, for the property located near the southeast corner of Avenue 9E and 24th Street.

PUBLIC COMMENTS - EXCERPTS FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

“Amelia Domby - Principal Planner summarized the staff report and recommended APPROVAL with the inclusion of a new Engineering Condition - *“The Owner/Developer shall dedicate 12.5 feet additional right-of-way along Avenue 9E frontage by Warranty Deed or by Plat to accommodate proposed CIP roadway improvements”*.

“Chris Hamel - Planning and Zoning Commissioner asked whether the properties adjacent to the easement have an open area behind the homes. **Domby** confirmed, noting that the property has several easements, which limit the development potential.

“John Mahon - Planning and Zoning Commissioner asked whether the Municipal Improvement District (MID) would cover neighboring properties or solely those within the subdivision. **Domby** clarified that it would only include properties within the subdivision, stating that the district's purpose is to maintain the landscaped area.

APPLICANT/APPLICANT'S REPRESENTATIVE

“Kevin Dahl, 1560 S. 5th Ave, Yuma, AZ made himself available for questions and mentioned that he is working with engineering to address traffic concerns, noting that all other issues will be addressed during the platting process.

PUBLIC COMMENT

“Kyla Smith, 2497 S. Avenue 9 E., Yuma, AZ, raised concerns about 9E and the railroad, mentioning that trains stop for about half an hour throughout the night. He also voiced traffic concerns and inquired when the last traffic study was conducted on 9E. **Dave Wostenberg - City Engineer**, acknowledged significant traffic backup on 24th Street, with congestion including around nine or ten school buses and noted this is one of the reasons for considering the widening of 9E. **Wostenberg** mentioned that efforts are also underway to work with the railroad on their double-tracking project to coordinate the widening adding that the underpass will be a longer-term project due to its high cost, the need for grants, and the potential requirement to acquire right-of-way, which could involve relocating some residents.

“Quincy Smith, 2497 S. Avenue 9 E., Yuma, AZ, expressed concerns about traffic, described the situation as an eyesore, and expressed frustration with the City of Yuma approving cases where the corner lots designated as common areas are inaccessible for children to use.

“Sheldon Scheffer, 11278 E. 24th Place, Yuma, AZ, expressed concerns about traffic, stating that after purchasing a cul-de-sac lot, he is now facing the possibility of main street traffic in front of his property, which could decrease the value of his home.

“Kristina Scheffer, 11278 E. 24th Place, Yuma, AZ, expressed concerns about traffic and disappointment regarding the proposal for low-income tract homes. She stated that they were promised custom 1-acre homes would be built in the area and believes the proposed density will only lead to increased traffic.

“Paul Rios, 9681 S. Obsidian Avenue, Yuma, AZ expressed concerns about traffic.

“Emiliano Perez, 5350 E 33rd Pl., Yuma, AZ, expressed support for the rezone request, stating that Yuma needs more homes, with additional work coming to town, and emphasized that the proposed request will not devalue neighboring properties.

“Hamel expressed concerns about traffic, particularly regarding train crossings. **Hamel** acknowledged the potential for accidents and emphasized the need for improvements, such as underpasses, which require time, planning, and funding. **Hamel** also discussed the housing trends in Yuma, recognizing the shift from larger to smaller homes and the challenges of limited land availability. **Hamel** highlighted the necessity of developing available properties.

“Mahon asked Wostenberg to provide more details on the subdivision regulations and requirements along Avenue 9 E, and whether the traffic impact study is based on the numbers previously discussed, along with projected figures and planned improvements. **Wostenberg** explained that the current right of way for Avenue 9 E is 100 feet but plans to increase it are underway as part of the Transportation Master Plan update. **Wostenberg** noted that coordination with the railroad revealed that additional right of way is needed to accommodate overhead electric lines and added that a consultant will be hired in the next 30 days to begin the design for the widening project, which will align with the railroad's double-tracking efforts.

“Chelsea Malouff-Craig - Planning and Zoning Commissioner expressed concerns about the proposed density noting that this parcel lacked the necessary supporting roads, like those near 24th Street. **Malouff-Craig** stated that the subdivision was too condensed for the location and was not comfortable approving the R-1-6 zoning.

“Mahon noted that the developer is in agreement with the conditions and stated that the developer will be required to make the necessary improvements to comply with the codes. **Mahon** added that not allowing them to develop would be like punishing them for the actions of the previous owner.

MOTION

“Motion by Chelsea Malouff-Craig, second by Lorraine Arney to DENY ZONE-43589-2025 as presented. Motion carried, (4-2) with one vacancy. Chris Hamel and John Mahon voting Nay.”

Planning and Zoning Staff Report - Attached

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00

File #: O2025-015

Agenda Date: 5/7/2025

Agenda #: 1.

OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP
TOTAL\$ 0.00		
-		
To total; right click number & choose "Update Field"		

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/28/2025
Reviewed by City Attorney: Richard W. Files	Date: 04/28/2025



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

Hearing Date: March 24, 2025

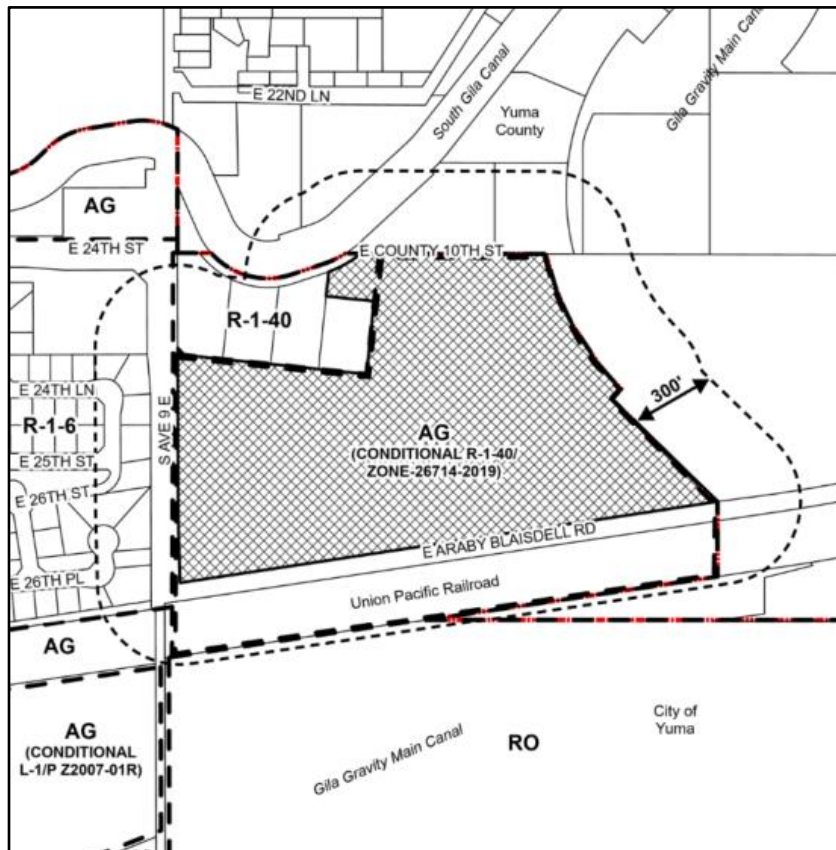
Case Number: ZONE-43589-2025

**Project Description/
Location:**

This is a request by Dahl, Robins & Associates, on behalf of North Valley Development, Yuma, LLC, to rezone approximately 33.38 acres from the Agriculture (AG) District to the Low Density Residential (R-1-6) District, for the property located near the southeast corner of Avenue 9E and 24th Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agriculture (AG) District (Conditional R-1-40 District)	Undeveloped	Low Density Residential
North	Low Density Residential (R-1-40); Yuma County (SR-1/SR-2)	Residential	Low Density Residential/ Resort\Recreation\Open Space
South	Agriculture (AG)	Railroad	Resort\Recreation\Open Space
East	Yuma County	Gila Gravity Main Canal	Resort\Recreation\Open Space
West	Low Density Residential	Residential	Low Density Residential

Location Map



Prior site actions: Annexation: Ord. O2019-009 (March 22, 2019); General Plan Amendment: Res. R2007-69 (November 20, 2007); Resort/Recreation/Open Space to Low Density Residential); Rezone: AG to Low Density Residential (R-1-40) District; O2019-33 (October 2, 2019) Expired.

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Agriculture (AG) District to the Low Density Residential (R-1-6) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** Rezone ZONE-43589-2025 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval: By approving the rezone, the Planning and Zoning Commission is recommending approval to City Council for the request to rezone approximately 33.38 acres from the Agriculture (AG) District to the Low Density Residential (R-1-6) District for the property located at near the southeast corner of Avenue 9E and 24th Street, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The subject property is located near the southeast corner of Avenue 9E and 24th Street. The site is currently undeveloped and is approximately 33.38 acres in size.

It is the intent of the applicant to subdivide the property for the future construction of approximately 85 single-family dwellings. According to the conceptual site plan, the lots will range in size from approximately 6,000 square feet to 19,672 square feet.

Further specified in 154-05.04, the following are some of the development standards required of a development within the Low Density Residential (R-1-6) District:

1. The maximum lot coverage in the Low Density Residential (R-1-6) District shall not exceed 50% of the lot area;
2. A minimum front yard setback of 20 feet;
3. A minimum side yard setback of 7 feet;
4. A minimum rear yard setback of 10 feet;
5. A maximum building height of 40 feet; and
6. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

A neighborhood meeting was held on February 12, 2025, to discuss the proposed project with neighbors and property owners within the surrounding area. During the neighborhood meeting, there were eight neighbors in attendance. The neighbors expressed their concern with traffic congestion on Avenue 9E due to school traffic and the railroad, vehicular accidents, future subdivision landscaping, the lack of common open space for the residents of the subdivision, and property values. The neighbors also noted that Yuma County was awarded a grant through the Railroad Crossing Elimination (RCE) Grant program for project planning and activities to examine the feasibility of grade-separating three crossings in Yuma County (9E, Fortuna Road, and County 29E). During the neighborhood meeting, it was suggested by the neighbors to create four larger lots to mirror the existing four approximately 1-acre properties (Patagonia Development). With intent to provide a more consistent density between the existing and future homes.

The applicant has provided a conceptual layout of the proposed subdivision (Attachment B). However, the design and layout of the subdivision has not been finalized. The developer is working with the city to address traffic concerns through the subdivision design plat process. Through this process, the developer will address traffic mitigation, turn lanes and non-access easements. In addition, CIP Project Number 0441-ROAD2 is a Capacity Increase project on 9E from 24th Street to North Frontage Road for a new 4 lane roadway and bridge widening.

The request to rezone the property from the Agriculture (AG) District to the Low Density Residential (R-1-6) District is in conformance with the General Plan.

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

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

2. Are there any dedications or property easements identified by the Transportation Element? No.

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Avenue 9E – 4-Lane Minor Arterial	50 FT H/W ROW	50 FT H/W ROW				X
24th Street – 4-Lane Minor Arterial	50 FT H/W ROW	50 FT H/W ROW		X		
Bicycle Facilities Master Plan	Bike lane at Avenue 9E and 24 th Street					
YCAT Transit System	AWC/NAU/UA Transfer Hub					
Issues:	None					

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

Parks, Recreation and Open Space Element:										
Parks and Recreation Facility Plan										
Neighborhood Park:		Existing: Desert Ridge Park			Future: None					
Community Park:		Existing: Kennedy Park			Future: East Mesa Community Park					
Linear Park:		Existing: None			Future: “A” Canal Linear Park					
Issues:		None								
Housing Element:										
Special Need Household:		N/A								
Issues:		None								
Redevelopment Element:										
Planned Redevelopment Area:		N/A								
Adopted Redevelopment Plan:		North End:			Carver Park:			None:	X	
Conforms:		Yes		No		N/A				
Conservation, Energy & Environmental Element:										

Impact on Air or Water Resources	Yes		No	X		
Renewable Energy Source	Yes		No	X		
Issues:	None					
Public Services Element:						
Population Impacts Population projection per 2018-2022 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person	Dwellings & Type		Projected Population	Police Impact	Water Consumption	Wastewater Generation
	<i>Single Family</i>					
	Maximum	Per Unit		Officers	GPD	AF
	164	2.7	443	0.84	91,660	102.7
	Minimum					
	33	2.7	89	0.17	18,444	20.7
						6,237
Fire Facilities Plan:	Existing: Fire Station No. 5		Future: Fire Station No. 5			
Water Facility Plan:	Source:	City	X	Private	Connection:	16" AC
Sewer Facility Plan:	Treatment:	City		Septic	Private	Connection: See below.
Issues:	Water line extension required. Public or private sewer connection is not known at this time.					
Safety Element:						
Flood Plain Designation:	Flood Zone X		Liquefaction Hazard Area:		Yes	No
Issues:	None					
Growth Area Element:						
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 th St		Avenue B & 32 nd St.	
	North End	Pacific Ave & 8 th St	Estancia	None		
Issues:	None					

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

Yes.

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

Yes.

External Agency Comments: See Attachment D

Neighborhood Meeting Comments: See Attachment E

Proposed conditions delivered to applicant on: February 27, 2025

Final staff report delivered to applicant on: March 19, 2025

☒ Applicant agreed with the Conditions of Approval on March 18, 2025.

Attachments

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

Prepared By: *Amelia Domby*

Amelia Domby
Principal Planner

Amelia.Domby@yumaaaz.gov

Date: March 3, 2025

(928)373-5000, x1234

Reviewed By: *Jennifer L. Albers*

Jennifer L. Albers
Assistant Director of Planning

Date: *3/3/25*

Approved By: *Alyssa Linville*

Alyssa Linville
Director, Planning and Neighborhood Services

Date: **03/19/2025**

ATTACHMENT A
CONDITIONS OF APPROVAL

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

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

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

Department of Engineering Comments: Jerry Anaya, Engineering Manager, (928) 373-5182

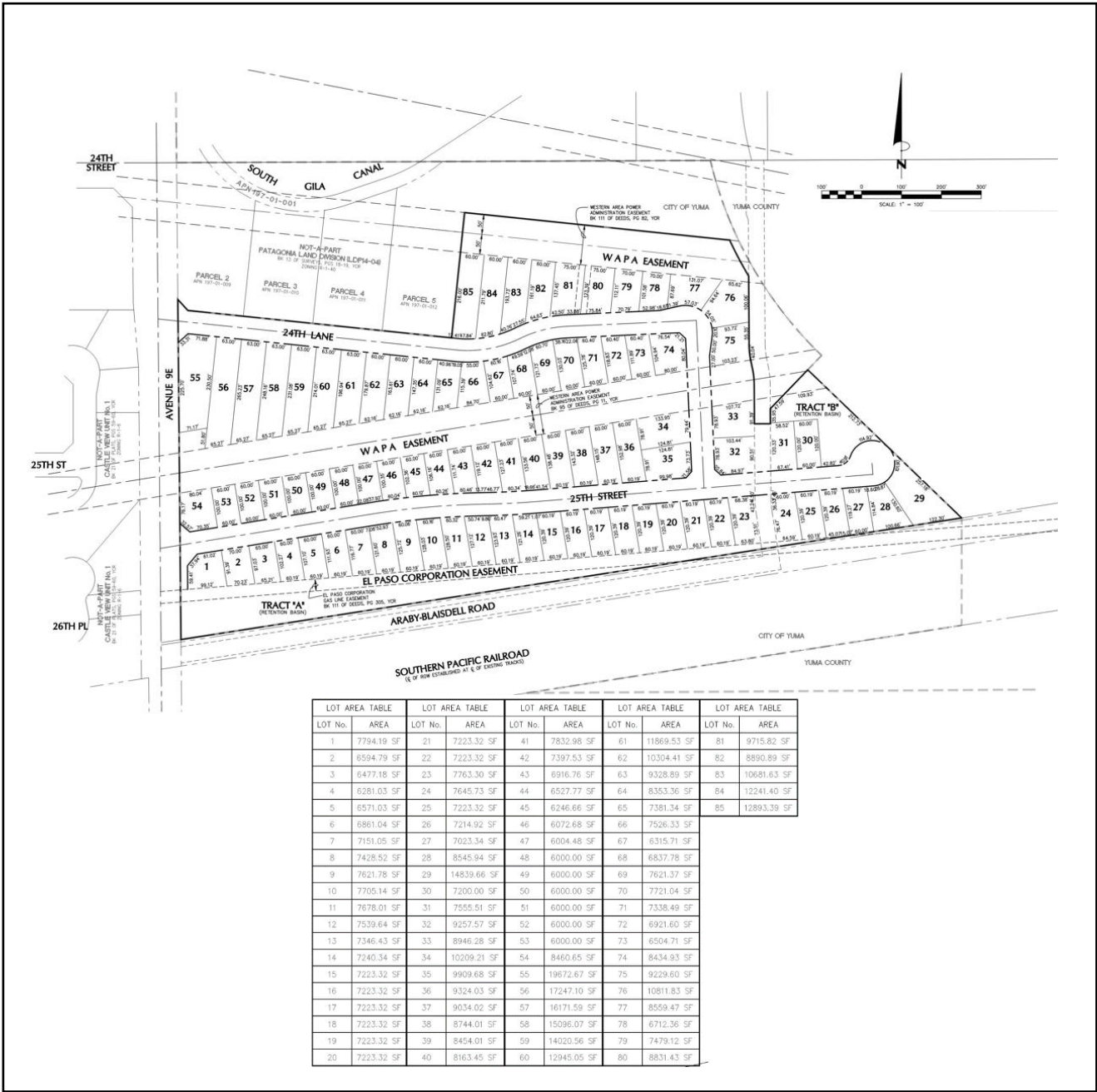
3. A raised median disclosure shall be recorded on the property acknowledging a median may be constructed within the 9E Street right-of-way that may limit left turning movements into and of the site.

Department of Planning and Neighborhood Services Comments: Amelia Domby, Principal Planner, (928) 373-5000, x 3034

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

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

ATTACHMENT B
CONCEPTUAL SITE PLAN



ATTACHMENT C

AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 02//28/25
- **300' Vicinity Mailing:** 02/03/25
- **34 Commenting/Reviewing Agencies noticed:** 02/06/25
- **Site Posted on:** 02/05/25
- **Neighborhood Meeting:** 02/12/25
- **Hearing Date:** 03/24/25
- **Comments due:** 02/17/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	YES	02/06/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	02/06/25	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	02/12/25			X
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	02/05/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	02/14/25			X
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT D
AGENCY COMMENTS

☒ COMMENT ☐ NO COMMENT

Enter comments below:

Western Area Power Administration (WAPA) has up to 3 transmission lines that traverse thru this area that is being proposed to develop. Please have the landowner contact WAPA prior to ANY construction or encroachment activities occurring within WAPA's right of way.

DATE: 2/12/25 NAME: Dennis Patane TITLE: Realty Specialist
AGENCY: Western Area Power Administration-DSW Region
PHONE: 602 726-5331
RETURN TO: Amelia Domby
Amelia.Domby@YumaAZ.gov

Conditions of approval must be written in the form of a formal condition for use in staff's report. Your conditions will be used verbatim. If you also have a comment, please indicate below.

☒ Condition(s) ☐ No Condition(s) ☐ Comment

Enter conditions here: Subject parcel is located near a known flight path. It is requested an Aviation Disclosure statement be recorded to recognize the noise, interference, or vibrations due to aviation operations that may occur at the nearby Marine Corps Air Station Yuma, Yuma International Airport Aviation Complex, and its associated flight paths. Please send a copy of the recorded easement to MCASYUMA_CPLO@usmc.mil. Thank you for the opportunity to review and comment.

DATE: 14 Feb 2025 NAME: Antonio Martinez TITLE: Community Liaison Specialist
CITY DEPT: MCAS Yuma
PHONE: 928-269-2103
RETURN TO: Amelia Domby
Amelia.Domby@YumaAZ.gov

ATTACHMENT E
NEIGHBORHOOD MEETING COMMENTS

Date Held: February 12, 2025

Location: 9E & 24th Street

Attendees: City of Yuma Staff: Amelia Domy; Applicant: Kevin Dahl and Adrian Vega; and (8) Neighbors in attendance: Quincy and Kyla Smith, Lizeth and Hermes Soto, Ann and Paul Rios, Sheldon and Kristina Scheffer.

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

- STAFF INFORMED THE NEIGHBORS OF THE REZONE REQUEST AND THE UPCOMING PLANNING AND ZONING AND CITY COUNCIL HEARING DATES – P&Z MARCH 24, 2025, AND CITY COUNCIL MAY 7, 2025 AND MAY 21, 2025.
- NEIGHBORS IN ATTENDANCE EXPRESSED THEIR CONCERN WITH THE TRAFFIC ALONG AVENUE 9E. IN ADDITION, THE NEIGHBORS NOTED THAT VEHICLES ARE WAITING LONG PERIODS AT THE RAILROAD CROSSING. THEY ADDED THAT SCHOOL TRAFFIC (BUSES) ARE BACKED UP ALONG AVENUE 9E & 24TH STREET.
- KEVIN DAHL, APPLICANT, NOTED THAT THE DEVELOPER IS PROPOSING A 85 LOT RESIDENTIAL SUBDIVISION AND EXPLAINED THE PEAK HOUR TRIPS GENERATED BY THIS DEVELOPMENT.
- NEIGHBORS IN ATTENDANCE ALSO INDICATED THAT THERE ARE VEHICULAR ACCIDENTS AND ADDED THAT THIS PROPOSAL WILL INCREASE THE NUMBER OF VEHICULAR ACCIDENTS.
- THE NEIGHBORING PROPERTY OWNER NOTED SHE IS ON THE CITY OF YUMA CLEAN AND BEAUTIFUL COMMISSION AND EXPRESSED HER CONCERN WITH THE LANDSCAPING OF THE FUTURE SUBDIVISION. IN ADDITION TO THE LANDSCAPING CONCERNS, SHE NOTED THAT SHE WAS CONCERNED WITH THE LACK OF COMMON OPEN SPACE FOR THE RESIDENTS OF THE NEW SUBDIVISION. STAFF EXPLAINED THE REZONE AND SUBDIVISION PROCESS AND ADDED THAT STAFF REQUIRES A MID (MUNICIPAL IMPROVEMENT DISTRICT) FOR NEW SUBDIVISIONS, WHICH MAINTAINS THE SUBDIVISION LANDSCAPING.
- THE NEIGHBORS ASKED WHO THE DEVELOPER IS FOR THIS PROJECT. THE APPLICANT SAID ESTEBAN PEREZ AND STATED HE COULD PROVIDE CONCEPTS FOR THE HOMES.
- THE NEIGHBORS NOTED THAT THEY WERE INFORMED THIS PROPERTY WOULD BE DEVELOPED WITH ONE ACRE LOTS – SIMILAR TO THE EXISTING FOUR RESIDENTIAL LOTS (PATAGONIA).
- THE APPLICANT NOTED THAT THE LAND USE OF THIS PROPERTY IS LOW DENSITY RESIDENTIAL, WHICH ALLOWS A NUMBER OF LOW DENSITY RESIDENTIAL ZONING DISTRICTS. THE APPLICANT ADDED THAT THERE IS A NEED FOR MORE HOUSING IN YUMA.
- NEIGHBORS ASKED IF THERE WERE ADDITIONAL CONSTRUCTION STANDARDS FOR HOMES ADJACENT TO THE RAILROAD BECAUSE OF THE VIBRATION FROM THE TRAIN.
- THE NEIGHBORS COMMENTED THAT THE RETENTION BASINS WITHIN EXISTING SUBDIVISIONS CANNOT BE USED BY THE RESIDENTS OF THE SUBDIVISION.
- NEIGHBORS QUESTIONED WHETHER THIS FUTURE SUBDIVISION WOULD HAVE AN HOA. STAFF STATED THAT IS DETERMINED BY THE DEVELOPER.
- NEIGHBORS ALSO EXPRESSED THEIR CONCERN WITH PROPERTY VALUES.
- NEIGHBORS IN ATTENDANCE ALSO DISCUSSED THE GRANT AWARDED TO YUMA COUNTY FOR A FEASIBILITY STUDY THROUGH THE RAILROAD CROSSING ELIMINATION (RCE) GRANT PROGRAM.
- THE NEIGHBORING PROPERTY OWNERS AND APPLICANT ALSO DISCUSSED POTENTIAL CHANGES TO THE SITE PLAN (MIRRORING THE EXISTING FOUR RESIDENTIAL LOTS) AND ADDING OPEN SPACE.
- THE APPLICANT ALSO DISCUSSED ACCESS CONCERNS AND RIGHT-IN AND RIGHT-OUT TURNS INTO THE SUBDIVISION.

ATTACHMENT F
PUBLIC COMMENTS
INCLUDING NEIGHBOR LETTER & SITE PLAN

Name:	Elena Graff		Contact Information: (928) 261-5732, 2671 S. Danette Way							
Method of Contact:	Phone	<input checked="" type="checkbox"/>	FAX	<input type="checkbox"/>	Email	<input type="checkbox"/>	Letter	<input type="checkbox"/>	Other	<input type="checkbox"/>
<p>Contacted staff and asked for more information about the rezone request. She stated she tried to attend the neighborhood meeting; however, did not see anybody on-site. She expressed her concern with increased traffic in the area.</p>										

Hello Kevin and Amelia – Thank you for taking the time to meet with us last night. I have attached the proposed site plan with edits capturing some of the comments from last night's neighborhood meeting.

Common Area: As mentioned last night, one of our major concerns is having another Yuma subdivision approved where the common area is reduced to a single undeveloped lot serving as a retention basin in the corner of the subdivision, often hidden from view and eventually filled in with rock. With the subject property being completely bordered by train tracks, canals and a busy street, this leaves no place for children and families from 85 plus lots to play. With the small, out of sight common area presented last night, I fear children will be forced to play near the train or busy street. Therefore, I have proposed (in orange highlight) a larger common area that opens up to the neighborhood, is much larger, and only sacrifices a single lot for the developer.

Existing Restriction North of Lot 5: I have marked the north area of the site plan in yellow highlight showing the area restricted from development by the existing CCR's approved by the previous owner (attached, page 1, Item 3.). We are requesting the new owner/City honor this restriction by adopting the language in the new zoning. The contract addendum with this language has also been attached.

Revision of Lots 55-65: Lots 55-65, located across the street from the four existing lots, have been highlighted to be increased to mirror the sizes of existing lots (Patagonia lots 2-5). These lots should also adopt the same CCRs as Patagonia lots 2-5. I have attached those CCR's for reference. This is in an effort to minimize the appearance of mixed zoning that the City of Yuma continues to approve, which leads to our town looking mismatched and hodgepodge.

Comments mentioned above and additional neighborhood concerns:

- Negative impact of additional traffic in the area with the already congested 9E
- Lack of subdivision landscaping bordering 9E and Blaisdell Road. (Any future landscape plans requested to be provided to existing residents.)
- Inconsistent zoning: i.e. lot sizes as low as 6000sq ft near 1+acre custom lots
- Small, hidden common area
- WAPA easement open to off-roaders
- Train vibration impact on lots near tracks
- Impact on subdivision if/when a bridge for the train goes in. (A federal grant has already been awarded for a feasibility study.)

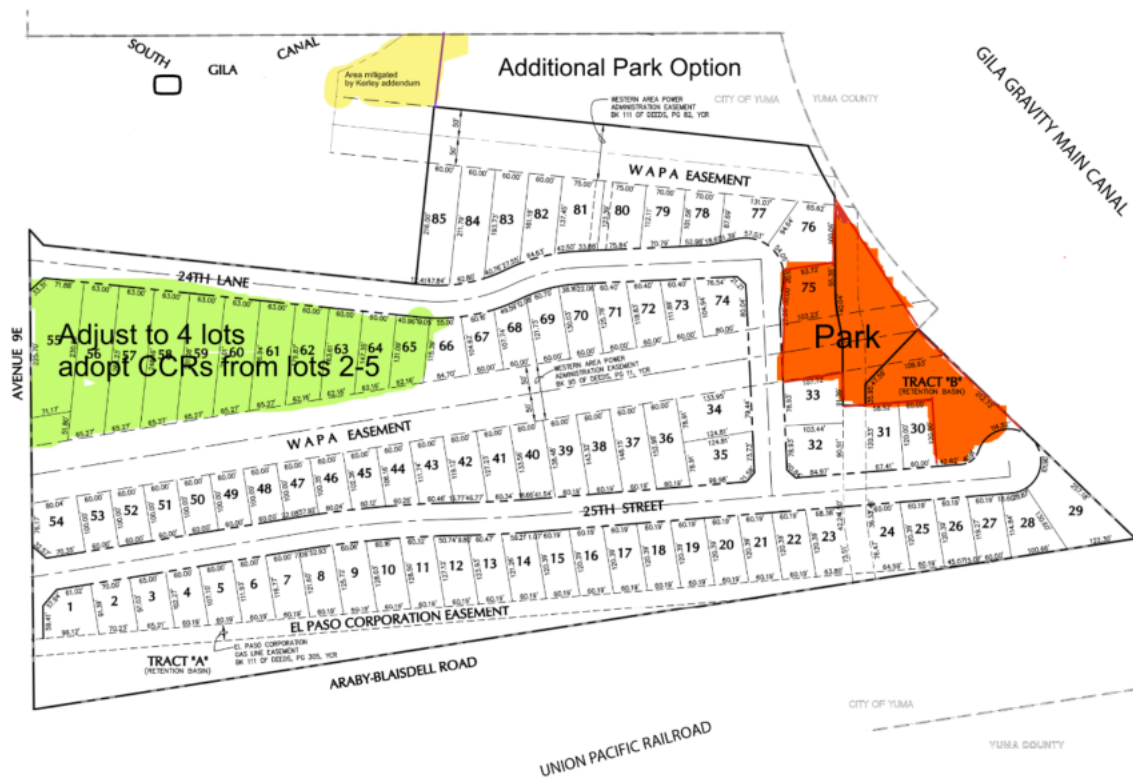
<https://www.kelly.senate.gov/newsroom/press-releases/kelly-gallego-announce-over-46-million-for-railroad-crossing-safety-and-infrastructure-upgrades-across-arizona/>

Attached:

- Marked site plan
- Patagonia CCRs
- Lot 5 Contract addendum

I appreciate you taking the time to consider these adjustments. Please let me know if you have any questions.

Thank you,
Kyla Smith, Patagonia Resident
kylacurtis@yahoo.com
928 502 2717



ATTACHMENT G
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code
ACOSTA RUDY S & LAURA A JT	2612 S DANETTE WAY	YUMA AZ 85365
BEZDECNY JESSICA ANN	9175 E 22ND LN	YUMA AZ 85365
CIRIGNANO MARVIN	27251 MESQUITE AVE	WELLTON AZ 85356
COUNTRY LIFE DEVELOPMENT INC AZ CORP	5155 ALKALI CREEK RD	BILLINGS MT 59106
CUELLAR FELIX & REYNALDA JT	9875 S AVENUE 9 E	YUMA AZ 85365
GRAFF ELENA A	2671 S DANETTE WAY	YUMA AZ 85365
HURTADO JULIAN E	8985 E 26TH PL	YUMA AZ 85364
JIMENEZ GERARDO	24341 MYERS AVE	MORENO VALLEY CA 92553
MAGALLON MARIO H & OLEGARIA JT	8990 E 24TH LN	YUMA AZ 85365
MARQUEZ DAVID & ELISA JT	8981 E 24TH LN	YUMA AZ 85365
MODRAGON PAUL & LAURIE TRUST 4-15-05	2469 S DANETTE WAY	YUMA AZ 85365
NAYLA TRUST 9-11-2024	2631 S DANETTE WY	YUMA AZ 85365
NORTH VALLEY DEVELOPMENT YUMA LLC	720 E 22ND ST STE A	YUMA AZ 85365
NORTH VALLEY DEVELOPMENT YUMA LLC	720 E 22ND ST STE A	YUMA AZ 85365
RAEL JIMMY JR	2483 S DANETTE WAY	YUMA AZ 85365
RIOS PAUL & ANN	9681 S OBSIDIAN AVE	YUMA AZ 85365
SCHEFFER SHELDON & KRISTINA	11278 E 24TH PL	YUMA AZ 85365
SCHUTTE STEVEN D & SHANNON JT	9125 E 22ND LN	YUMA AZ 85364
SMITH QUINCY K & KYLA S CPWROS	PO BOX 4335	YUMA AZ 85366
SOTO HERMES RIOS & ELVIA L	7533 E 26TH PL	YUMA AZ 85365
UNION PACIFIC RAILROAD CO	1400 DOUGLAS ST STOP 1640	OMAHA NE 68179
UNION PACIFIC RAILROAD CO	1400 DOUGLAS ST STOP 1640	OMAHA NE 68179
USA	7341 E 30TH ST STE A	YUMA AZ 85365
VELASCO JOSE J	PO BOX 342	GADSEN AZ 85336
YUMA CITY OF	ONE CITY PLAZA	YUMA AZ 85364
ZAVALA JOEL V & ELIZABETH G JT	2499 S DANETTE WAY	YUMA AZ 85365

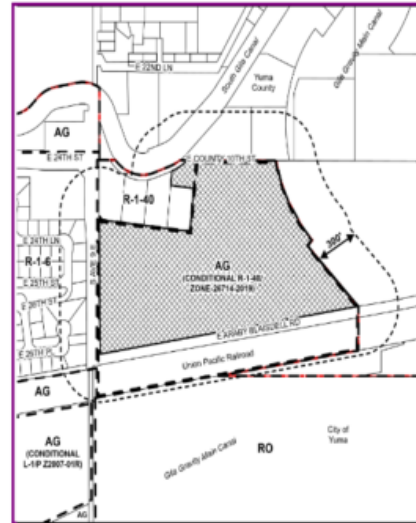
ATTACHMENT H NEIGHBOR MAILING

This is a request by Dahl, Robins & Associates, on behalf of North Valley Development, Yuma, LLC, to rezone approximately 33.38 acres from the Agriculture (AG) District to the Low Density Residential (R-1-6) District, for the property located near the southeast corner of Avenue 9E and 24th Street, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-43589-2025**

NEIGHBORHOOD MEETING
2/12/2025 @ 5PM
ON-SITE

PUBLIC HEARING
3/24/2025 @ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ



Because you are a neighbor within 300' of the South East Corner Avenue 9E & 24th Street, Yuma, AZ, you are invited to attend these meetings to voice your comments. If you have questions or wish to submit written comments, please contact Amelia Domby by phone at (928) 373-5000 ext. 3034 or by email at Amelia.Domby@YumaAz.gov

ATTACHMENT I
AERIAL PHOTO



April 22, 2025

Yuma City Council Members

Carol Smith
Art Morales
Mark Martinez
Chris Morris
Karen Watts
Leslie McClendon
Doug Nicholls

CC: Planning and Zoning Commission

RE: Planning and Zoning - Case No. Zone-43589-2025 - "Patagonia" 9E

Dear City of Yuma Council Members:

On March 24, 2025 the Planning and Zoning Commission heard a request by Dahl, Robins & Associates, on behalf of North Valley Development, Yuma, LLC, to rezone approximately 33.38 acres from the Agriculture (AG) District to the Low Density Residential (R1-6) District, for the property located near the southeast corner of Avenue 9E and 24th Street, Yuma, AZ. We would like to commend the Commission on their vote to deny this request.

The Planning and Zoning Commission had the foresight to see that this request was insufficiently considered and would result in multiple negative impacts to the area, including but not limited to:

1. Traffic: Extreme traffic congestion and liability of future accidents. Financial impact to the City.
2. Unaesthetic curb appeal: Visual clutter from mixing low density zoning with larger existing zoning
3. No recreation: 85 homes on small lots with little surrounding recreation available
4. Railroad crossing uncertainty: Not allowing for the needed expansion of the existing railroad crossing

1. Traffic concerns

The subject area is located on Avenue 9E directly north of the railroad crossing (site plan attached). Bordering the property is the route residents and buses from the rapidly growing residential area from 7E to the Foothills use to get to school; and the residents bordering 24th Street use to get to the frontage road. Due to this heavy traffic on a two-lane road with a train crossing, 9E backs up with vehicles multiple times throughout the day. When backed up it is virtually impossible to get out of the subject property. Additionally, many vehicles will turn around and backtrack in order to avoid waiting for the train.

9E is already a traffic concern, adding 85 homes to this area will only amplify the problem and create the potential for accidents. This was recently apparent when the City added a "Stop" sign to the road just south of the railroad crossing. One "Stop" sign caused such a backup that it had to be immediately removed. The issue was such a concern to nearby residents that it was covered in the local newspaper and caused a stir on social media.

Furthermore, the City has already approved rezoning from agricultural to medium density residential for the seven-acre site on the NW corner of 9E and 24th Street. If/when this property is developed, the traffic will increase exponentially.

In order to provide for additional traffic, the City would need to make a major investment to expand the existing two-lane road. This would require relocating major electrical polls and underground conduit, both just recently installed. It would require additional lanes over the train tracks as well.

Thankfully the Planning and Zoning Commission saw that approving 85 new homes in an already problematic traffic area, with no plan to address it, was not a good decision and could have significant financial impact to the City.

2. Unaesthetic Appeal

There are four approved existing lots in the subject area, which are each over one acre in size and require custom homes with a minimum of 2500 sq ft per the CC&Rs. When purchased, it was the impression of the lot owners that the surrounding property would be zoned similar in lot size and adopt the same CC&Rs. A site plan to this effect had been drafted by Dahl, Robins & Associates but never approved (attached). Adopting the proposed R-1-6 zoning would allow for 6000 sq ft lots to be placed on the same street as one-acre custom home lots. For reference, over 7 homes could be built on the same amount of land as one home on the existing lots. Mixed zoning like this in such close proximity is unattractive and creates visual clutter. It is not a cohesive planning strategy that the City should be aspiring to.

Small track homes will also devalue the property values of the surrounding custom homes.

Again, we applaud the Commission for valuing uniformity and the future aesthetic appeal of our City.

3. No Recreation

With the proposal to rezone the subject property, a site map was presented to the Commission and existing lot owners (attached). One of the major concerns with this plan, apart from the lot sizes, was that there was no common area in this proposal. There is only one unused lot marked “retention basin” serving as the only recreation area for 85 homes. With the subject property being completely bordered by train tracks, canals and a busy street, this leaves no place for children and families to convene. This would be especially necessary if lot sizes are only 6000 sq ft. Residents would not have a yard or a common area.

The Commission was able to recognize that the City does not need another subdivision where the common area is reduced to a single undeveloped lot serving as a retention basin in the corner, often hidden from view and eventually filled in with rock.

4. Railroad Crossing Uncertainty

The rezoning request failed to address that a \$46 million federal grant has been awarded to upgrade outdated rail crossing (link attached). \$640,000 of this grant is to examine the feasibility of grade separating three crossings in Yuma County, one of which is the 9E crossing directly bordering the subject property. Of the three railroad crossings in Yuma, the 9E crossing is by far the busiest. Having a two-lane crossing here is already an issue, as mentioned in paragraph 1, and will be incapable of serving additional traffic. If/when a bridge, underpass or expansion of this crossing is constructed, how will that be managed with single family homes no less than approximately 65 yards away. It is a real possibility that in this case, these adjacent future homes would have to be demolished by eminent domain and new home owners would be displaced. This is a possibility that needs to be explored and addressed prior to moving forward in the wrong direction.

As concerned and interested parties in this rezoning, we are willing to work with the Developer and Engineer in coming up with more reasonable zoning and site plan that not only addresses the four concerns mentioned above, but a plan that the City of Yuma can be proud of and one that serves as an inspiration to future development. We appreciate you taking the time to hear our concerns and your consideration in the zoning of this unique property.

Please feel free to contact kylacurtis@yahoo.com if you should have any questions.

Sincerely,







Patagonia Lot owners:

Quincy and Kyla Smith

Sheldon and Kristina Scheffer

Hermes and Lizye Soto

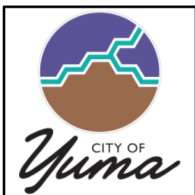
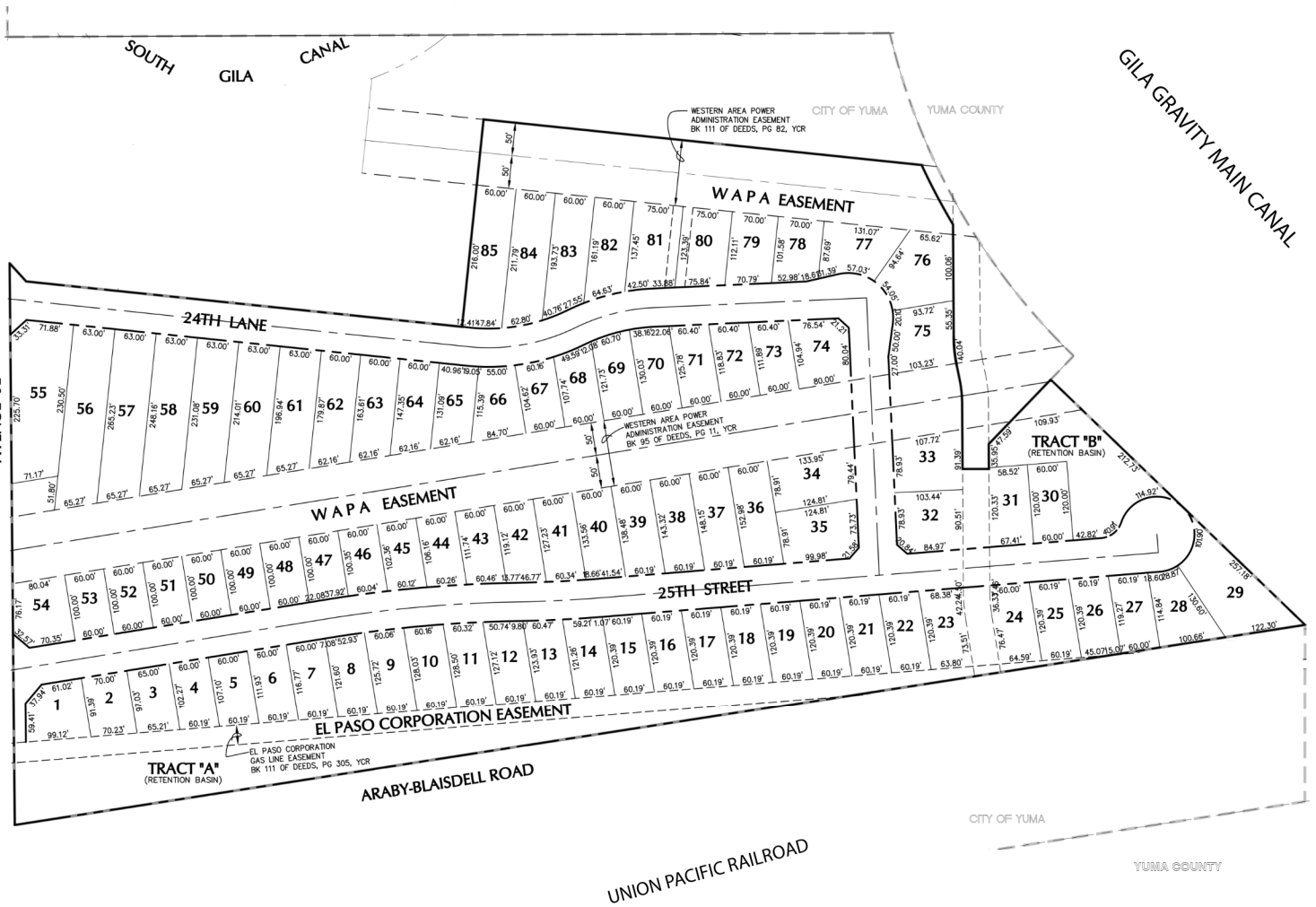
Paul and Ann Rios

Attachments:

Proposed 2025 site map

Proposed previous site map

Federal train crossing grant link



Prepared by:
DG
Date:
2/3/2025

ZONE-43589-2024
APN 197-01-008

Site Plan

Plan/Case:
43589





1989 USDOJ BC
 1989 USDOJ BC
 1989 USDOJ BC



SPIRAL TABLE for a = 1/2

L	D	R	O	T	A	B	C	D	E	F	G	H	I	J
329	'06'00"	5208.71	0.287	110.30'	172°36'	3124°2'	3448°34'	73.34	146.57	320.30'	219.30'	1.55'		

ORDINANCE NO. O2025-015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE AGRICULTURE (AG) DISTRICT TO THE LOW DENSITY RESIDENTIAL (R-1-6) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on March 24, 2025 in Zoning Case No: ZONE-43589-2025 in the manner prescribed by law for the purpose of rezoning several parcels of real property hereafter described to the Low Density Residential (R-1-6) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on February 28, 2025; and,

WHEREAS, the City Council has considered the comments and recommendation of the Planning and Zoning Commission for the rezoning in Case No: ZONE-43589-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that rezoning to Low Density Residential (R-1-6) District complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

That portion of Fractional Lots 3 and 4 of Section 1, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the 2010 City of Yuma brass cap in hand hole stamped "LS 19329" located at the northwest corner of said Section 1 and also at the northwest corner of Fractional Lot 4, said point also lies N00°31'23"W a distance of 2664.05 feet from the brass cap in concrete stamped "LS 16592" located at the southwest corner of the northwest quarter of said Section 1, and said point also lies N00°31'23"W a distance of 1336.25 feet from the 1989 BLM brass cap below the asphalt surface located at the southwest corner of Fractional Lot 4 of Section 1, and said point also lies S89°45'38"W a distance of 2645.52 feet from the 1989 BLM brass cap located at the northeast corner of the Northwest quarter of said Section 1 and also at the northeast corner of said Fractional Lot 3 of Section 1;

Thence N89°45'38"E along the north line of the northwest quarter of Section 1 and along the north line of Fractional Lot 4, a distance of 50.00 feet;

Thence S00°31'23"E along a line parallel to and 50 feet easterly of the west line of the northwest quarter of Section 1 a distance of 343.20 feet to THE TRUE POINT OF BEGINNING;

Thence continuing S00°31'23"E a distance of 853.00 feet to a point on the north boundary of the Araby-Blaisdell Road right of way shown on the State Highway Alignment Survey No.154, Nov. 8, 1921, Fee#4494 Yuma County Records;

Thence N81°09'03"E along said north boundary of the Araby-Blaisdell Road right of way distance of 1981.66 feet to a point at the intersection with the southwesterly boundary of the USBR Gila Gravity Main Canal right of way;

Thence N46°04'22"W along said southwesterly boundary of the USBR Gila Gravity Main Canal right of way a distance of 535.80 feet;

Thence N43°55'38"E along said southwesterly boundary of the USBR Gila Gravity Main Canal right of way a distance of 50.00 feet to a point at the beginning of a curve concave to the northeast of radius 997.96 feet, said point having a radial bearing of N43°55'38"E;

Thence northwesterly continuing along said southwesterly boundary of the USBR Gila Gravity Main Canal right of way along said curve to the right of radius 997.96 feet through a central angle of 32°46'24" an arc distance of 570.83 feet to a point having a radial bearing of N76°42'01"E to a point on the north line of said northwest quarter of Section 1;

Thence S89°45'38"W along the north line of the northwest quarter of Section 1 and along the north line of Fractional Lots 3 and 4, a distance of 671.93 feet to the point at the intersection with the southerly boundary of a 33 feet wide ingress/egress easement described in Docket 2065, page 784, Yuma County Records (said boundary lies parallel to and 33 feet southwesterly of the southerly boundary of the right of way of the USBR South Gila Canal right of way);

Thence southwesterly along said southerly boundary of said 33 feet wide easement along a curve to the right concave to the northwest of radius 408.00 feet through a central angle of 18°36'06" an arc distance of 132.46 feet;

Thence S05°56'02"W a distance of 94.12 feet;

Thence S84°03'58"E a distance of 175.00 feet; along the centerline of the 100 feet wide Western Area Power Administration easement recorded in Book 111 of Deeds, page 82, Yuma County Records

Thence S05°56'02"W a distance of 266.00 feet;

Thence N84°03'58"W a distance of 665.00 feet;

Thence N42°17'40"W a distance of 37.29 feet to the TRUE POINT OF BEGINNING.

Aforementioned parcel contains approximately 33.3825 acres.

shall be placed in the Low Density Residential (R-1-6) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Low Density Residential (R-1-6) District and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the Low Density Residential (R-1-6) District.

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

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. A raised median disclosure shall be recorded on the property acknowledging a median may be constructed within the 9E Street right-of-way that may limit left turning movements into and of the site.
4. The owner/developer shall dedicate 12.5 feet additional right-of-way along Avenue 9E frontage by Warranty Deed or by Plat to accommodate proposed CIP roadway improvements

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

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

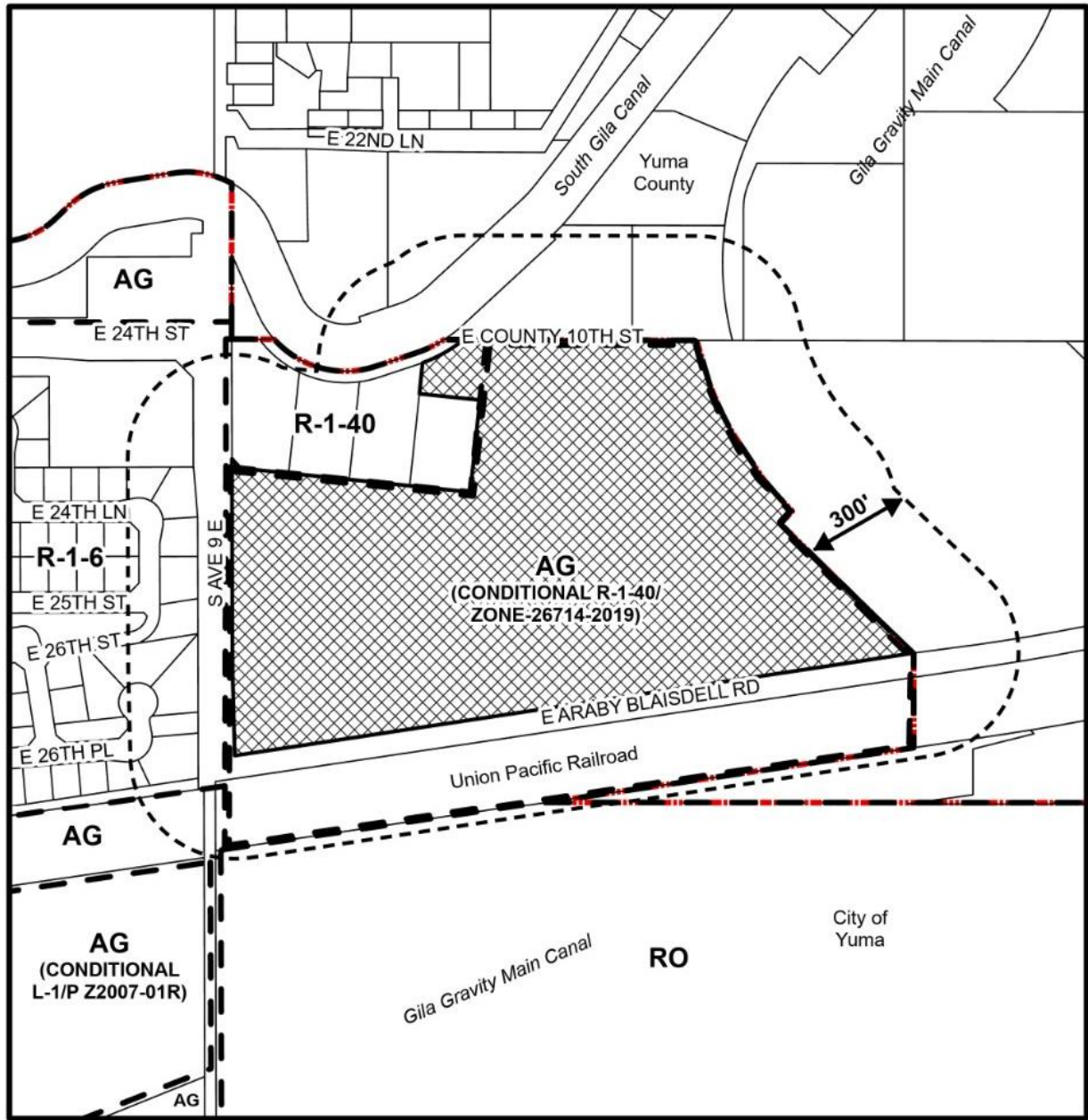
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: AD



Date: 1/30/2025

Revised:

Revised:

Case #:

ZONE-43589-2025