

# City of Yuma City Council Meeting Agenda

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Wednesday, June 5, 2024

5:30 PM

Yuma City Hall Council Chambers  
One City Plaza, Yuma

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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 the Call to the Public must complete a Speaker Request Form. Forms are located at the entrance of the Council Chambers and should be submitted to City Clerk staff on the evening of the City Council meeting.**

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](http://www.yumaaz.gov/telvue). Previous Council meetings are also available on-demand.
- Virtual – Residents can watch meetings via Zoom on their computer or mobile device at <https://cityofyuma.zoom.us/>.

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **FINAL CALL**

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

## 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 2024-065](#)      **Regular City Council Worksession Draft Minutes April 30, 2024**  
**Attachments:**      [2024 04 30 RWS Minutes](#)
2. [MC 2024-066](#)      **Special City Council Meeting Draft Minutes May 8, 2024**  
**Attachments:**      [2024 05 08 SCM Minutes](#)

### B. Executive Sessions

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

### C. Approval of staff recommendations:

1. [MC 2024-067](#)      **Liquor License: Original Yumas Red Tacos**  
Approve a Series #12: Restaurant Liquor License application submitted by Michelle Armenta, agent for Original Yumas Red Tacos located at 2601 S. 4th Avenue. (LL24-06) (City Administration/City Clerk) (Lynda L. Bushong)  
**Attachments:**      [1. MAP Liquor License: Original Yumas Red Tacos](#)
2. [MC 2024-068](#)      **Request for Proposals Award: Professional Audit Services**  
Authorize the City Administrator to execute a three-year contract, with the option to renew for two additional one-year periods, at an estimated annual cost of \$106,400, depending on the appropriation of funds and satisfactory performance to: BakerTilly US, LLP, Tempe, AZ. (Finance - RFP-24-263) (Douglas Allen/Robin R. Wilson)

3. [MC 2024-072](#) **First Amendment: Concession Services Agreement**  
Amend the existing Concessionaire Agreement with Guzman Hospitality Group LLC, for operation of the restaurant at Desert Hills Golf Course (Parks and Recreation) (Eric Urfer)
- Attachments:** [1. AGR Concession Services Agreement](#)  
[2. SUPP DOC Concession Services Agreement](#)
4. [MC 2024-069](#) **Request for Proposals Award: Transaction Privilege (Sales) and Use Tax Auditing Services**  
Authorize the City Administrator to execute a one-year contract, with the option to renew for four additional one-year periods, at an estimated annual expenditure of \$60,000.00, depending on the appropriation of funds and satisfactory performance to Albert Holler & Associates, Queen Creek, Arizona. (Finance - RFP-24-252) (Douglas Allen/Robin R. Wilson)
5. [MC 2024-070](#) **Bid Award: 28th Street Reconstruction Project**  
Authorize the City Administrator to execute a construction services contract for road and infrastructure improvements on 28th Street from 4th Avenue to Madison Avenue and on Virginia Drive from 28th Street to 27th in the amount of \$846,255.30 to the lowest responsive and responsible bidder, DPE Construction, Inc., Yuma, Arizona. (Engineering RFB-23-277) (David Wostenberg/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. [R2024-016](#) **Ratification of Intergovernmental Agreement: Yuma Elementary School District No. 1 School Safety Program Grant for School Resource Officers**  
Ratify execution of a three-year Intergovernmental Agreement (IGA) with the Yuma Elementary School District No. 1 (District) for School Resource Officer (SRO) services. (Police/Patrol) (T. Garrity)
- Attachments:** [1. RES IGA: Yuma School District No. 1 SROs](#)  
[2. AGMT IGA: Yuma School District No. 1 SROs](#)

2. [R2024-017](#)      **Extension of Delegation Agreement: Arizona Department of Environmental Quality**  
Authorize the extension of the Delegation Agreement with the Arizona Department of Environmental Quality (ADEQ) for the issuance of open burning permits until May 23, 2026. (Fire Department/Community Risk Reduction) (Dustin Fields)
- Attachments:**      [1. RES ADEQ IGA Open Burning Permit](#)  
                                 [2. SUPP DOC ADEQ IGA Open Burning Permit](#)
3. [R2024-019](#)      **Intent to Create Municipal Improvement District No. 125: Saguaro Units 5 & 6**  
Approve the creation of Municipal Improvement District (MID) No. 125 to serve Saguaro Units 5 & 6 located at the southwest corner of Mississippi Avenue and 44th Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville).
- Attachments:**      [1. RES MID 125 Intent to Create Saguaro Units 5 & 6](#)  
                                 [2. EXH A MID 125 Intent to Create Saguaro Units 5 & 6](#)
4. [R2024-021](#)      **Intergovernmental Agreement: Arizona Department of Transportation - Highway User Revenue Funding Exchange**  
Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) regarding receiving Highway User Revenue Funding (HURF) exchange funding in the amount of \$900,000 for the construction of a box culvert, located on Avenue 7E and 40th Street. (Engineering) (David Wostenberg)
- Attachments:**      [1. RES IGA HURF Exchange Funding – Bridge 7E and 40th Street](#)  
                                 [2. IGA HURF Exchange Funding – Bridge 7E and 40th Street](#)
5. [R2024-022](#)      **Intergovernmental Agreement: Arizona Department of Transportation - Crane Elementary School District No. 13 Transportation Safety Project**  
Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design of the Crane Elementary School District No. 13 Transportation Safety Project where the City is acting as project sponsor for Crane Elementary School District. This is a Transportation Alternatives Program Funding (TA) project and is 94.3% grant funded, 5.7% local match, for a total amount of \$153,002.00. (Engineering) (David Wostenberg)
- Attachments:**      [1. RES IGA ADOT Crane Elementary School Dist](#)  
                                 [2. IGA ADOT Crane Elementary School Dist](#)

6. [R2024-023](#) **Intergovernmental Agreement: Arizona Department of Transportation - 32nd Street Shared Use Pathway Project**  
Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the design of the 32nd St. Shared Use Pathway Project. This is a Transportation Alternatives Program Funding (TA) project and is 94.3% grant funded, 5.7% local match, for a total amount of \$333,912.00. (Engineering) (David Wostenberg)

**Attachments:**

1. [RES ADOT Shared Use Pathway Project - 32nd St](#)
2. [IGA ADOT Shared Use Pathway Project - 32nd St](#)

7. [R2024-024](#) **Intergovernmental Agreement: Arizona Department of Transportation - Bus Pull-Outs, Avenue A at 16th Street Project**  
Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the construction of the Bus Pull-Outs Avenue A at 16th Street Project. This is a Carbon Reduction Program (CRP) project where design will be 100% funded by City Road Tax Funds and construction will be 94.3% grant funded, 5.7% local match. (Engineering) (David Wostenberg)

**Attachments:**

1. [RES ADOT Bus Pull-Outs Avenue A at 16th Street Project](#)
2. [IGA ADOT Bus Pull-Outs Avenue A at 16th Street Project](#)

8. [R2024-025](#) **Intergovernmental Agreement: Arizona Department of Transportation - Shared-Use Pathway, East Wetlands Park to Pacific Avenue Project**  
Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design and construction of the Shared-Use Pathway East Wetlands Park to Pacific Avenue Project. This is a Carbon Reduction Program (CRP) project where design will be 100.0% funded by City Road Tax Funds and construction will be 94.3% grant funded, 5.7% local match. (Engineering) (David Wostenberg)

**Attachments:**

1. [RES IGA with ADOT - Shared-Use Pathway](#)
2. [IGA with ADOT - Shared-Use Pathway](#)

### III. ADOPTION OF ORDINANCES CONSENT AGENDA

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

1. [O2024-019](#)

**Right-of-Way Vacation and Exchange: JAKARTA Holdings, LLC**

Authorize the vacation of 25 feet of 4th Avenue right-of-way (easement) in exchange for the underlying fee title to the remaining 75 feet of right-of-way with JAKARTA Holdings, LLC, and City acceptance of a utility easement. (Engineering) (David Wostenberg)

**Attachments:**

[1. ORD ROW Vacation and Exchange: JAKARTA Holdings, LLC](#)

[2. EXH A-B ROW Vacation and Exchange: Jakart Holdings, LLC](#)

[3. MAP ROW Vacation and Exchange: JAKARTA Holdings, LLC](#)

### IV. INTRODUCTION OF ORDINANCES

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

1. [O2024-020](#)

**Grant of Easement: Electrical Facilities - 200 S. Maiden Lane**

Authorize the City Administrator to execute a grant of easement on City property near the southeast corner of Maiden Lane and 2nd Street to Arizona Public Service Company (APS) for the installation of electric facilities necessary for the development of surrounding Downtown Yuma properties. (City Administrator/Jay Simonton)

**Attachments:**

[1. ORD Utility Easement: Electrical Facilities -200 S. Maiden Lane](#)

[2. AGMT Utility Easement: Electrical Facilities -200 S. Maiden Lane](#)

2. [O2024-021](#)

**Rezoning of Property: Northwest Corner of 28th Street and Avenue B**

Approve the rezoning of an approximately .51 acre lot from the Agriculture (AG) District to the Limited Commercial (B-1) District, for the property located on the northwest corner of 28th Street and Avenue B, Yuma, AZ. (ZONE-42395-2024) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**

[1. P&Z RPT Rezoning: NWC 28th Street and Avenue B](#)

[2. ORD Rezoning: NWC 28th Street and Avenue B](#)

3. [O2024-023](#) **Amend Yuma City Code: Parks, Arts, and Recreation Commission**  
Amend § 50-02(C) of the Yuma City Code (YCC) to remove the two-term limit for members of the Parks, Arts, and Recreation Commission and amend YCC § 50-05(A) to change the meeting frequency from monthly to quarterly and as deemed necessary by the Parks, Arts, and Recreation Commission. (Parks and Recreation) (Eric Urfer)

**Attachments:** [1. ORD City Code Amendment: PARC](#)

4. [O2024-024](#) **Amend Yuma City Code: Regulating Parks Within the City**  
Adopt a City ordinance to update current park operations and address ongoing issues in the parks. (Parks and Recreation) (Eric Urfer)

**Attachments:** [1. ORD Parks Code Amendment](#)

## V. PUBLIC HEARING - BUDGET RELATED ITEM

1. [MC 2024-071](#) **Public Hearing: Truth in Taxation, Main Street Mall and Off-Street Parking Maintenance District No. 1, Levy for 12 Municipal Improvement Districts, and Final Budget Adoption for Fiscal Year 2025**

Conduct a combined public hearing on the proposed City of Yuma primary property tax levy (Truth-in-Taxation); the Main Street Mall and Off-Street Parking Maintenance District No. 1 expenditures and levy, as well as for the 12 Municipal Improvement Districts (MID) and the proposed revenues and expenditures (budget) for Fiscal Year 2025 pursuant to A.R.S. § 42-17104.

The City of Yuma expenditure budget for Fiscal Year 2025 in the amount of \$521,167,546 which is comprised of a Capital Improvement Program Budget of \$222,418,219; 12 Maintenance Improvement Districts combined for \$672,094 and an Operating Expenditure Budget of \$298,077,233; including Governmental and Enterprise operations. Following the close of the public hearing, City Council may open a special meeting to adopt the proposed budget resolution, which includes a 3% increase in solid waste fees. (Administration/Finance) (Jay Simonton/Doug Allen)

**Attachments:** [1. FY25 City of Yuma Budget Schedules A-G](#)

## VI. SPECIAL MEETING: Discussion and Possible Action relating to the FY2025 Final Budget

*City Council will convene a Special Meeting in accordance with Arizona law to consider adoption of the Capital Improvement Program and Final Budget for Fiscal Year 2025.*

1. [R2024-018](#) **Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program**  
Adopt a resolution approving the FY 2025 - FY 2029 Capital Improvement Program, pursuant to the Yuma City Charter, Article XII, Section 11. (Engineering) (Susan Cowey)

**Attachments:** [1. RES FY 2025 - FY 2029 Capital Improvement Program](#)

2. [R2024-020](#) **Final Budget Adoption for Fiscal Year 2025**  
Adopt the City of Yuma's final budget for Fiscal Year 2025 in the amount of \$521,167,546 which is comprised of a Capital Improvement Program Budget of \$222,418,219; 12 Maintenance Improvement Districts combined for \$672,094 and an Operating Expenditure Budget of \$298,077,233; including Governmental and Enterprise operations. The adoption of the proposed budget resolution includes a 3% increase in solid waste fees and establishes the budgets for the Main Street Mall and Off-Street Parking Maintenance District No. 1. (Administration/Finance) (Jay Simonton/Doug Allen)

**Attachments:** [1. RES Final Budget Adoption for FY25](#)  
[1. SUPP DOC Final Budget Adoption for FY25: Schedules A-G](#)

## RECONVENE REGULAR MEETING

### ADDITIONAL BUDGET RELATED ITEMS

1. [O2024-022](#) **Adopt the Fiscal Year 2025 City of Yuma Primary Property Tax Levy, the Main Street Mall and Off-Street Parking Maintenance District No. 1 Property Tax Levy, and 12 Municipal Improvement District Tax Levies**  
Adopt the Fiscal Year 2025 Primary Property Tax Levy, the Main Street Mall and Off Street Parking Maintenance District No. 1 Property Tax Levy, and 12 Municipal Improvement District Tax Levies. (Administration/Finance) (Jay Simonton/Doug Allen)

**Attachments:** [1. ORD Adopt FY 2025 Tax Levy](#)

**FINAL CALL**

*Final call for submission of Speaker Request Forms for Call to the Public.*

**VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

*Discussion and possible action on the following items:*

**1. Appointments:**

- Industrial Development Authority - one reappointment
- Residential Advisory Board - three appointments
- Water and Sewer Commission - one appointment

**2. 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 May 16, 2024, through June 5, 2024. 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.

**3. Scheduling:**

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

**VIII. 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.*

**IX. CALL TO THE PUBLIC**

*Members of the public may address the City Council on matters that are not listed on the City Council agenda. The City Council cannot discuss or take legal action on any matter raised unless it is properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded and videotaped.*

**X. 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:*

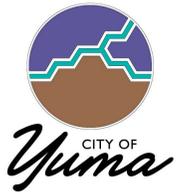
A. Discussion, consideration and/or direction regarding the possible purchase, sale, or lease of various properties. (A.R.S. 38-431.03 A 3, 4 and/or 7)

B. Discussion, consultation, and/or direction to legal counsel regarding different aspects of A.R.S. § 38-431 et seq. and state and federal constitutions. (A.R.S.38-431.03 A(3) and A(9)).

C. Discussion, consultation with, and/or instruction to legal counsel regarding the Heebink Notice of Claim. (A.R.S. §38-431.03 A3 & A4)

**ADJOURNMENT**

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



# City of Yuma

## City Council Report

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**File #:** MC 2024-065

**Agenda Date:** 6/5/2024

**Agenda #:** 1.

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**Regular City Council Worksession Draft Minutes April 30, 2024**

**MINUTES**  
**REGULAR CITY COUNCIL WORKSESSION**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS - YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**April 30, 2024**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the Regular City Council Worksession to order at 5:32 p.m.

Councilmembers Present: Morales, Smith, Morris, Shoop, Shelton, and Mayor Nicholls  
Councilmembers Absent: Knight (passed away 4/14/2024 – seat vacant)  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Director of Finance, Doug Allen  
CIP Administrator, Sue Cowey  
Assistant Director of Facilities Management, Justin Lewis  
Chief of Police, Thomas Garrity  
Municipal Court Administrator, Del Miller  
Director of Engineering, David Wostenberg  
Various department heads or their representatives  
City Attorney, Richard W. Files  
City Clerk, Lynda L. Bushong

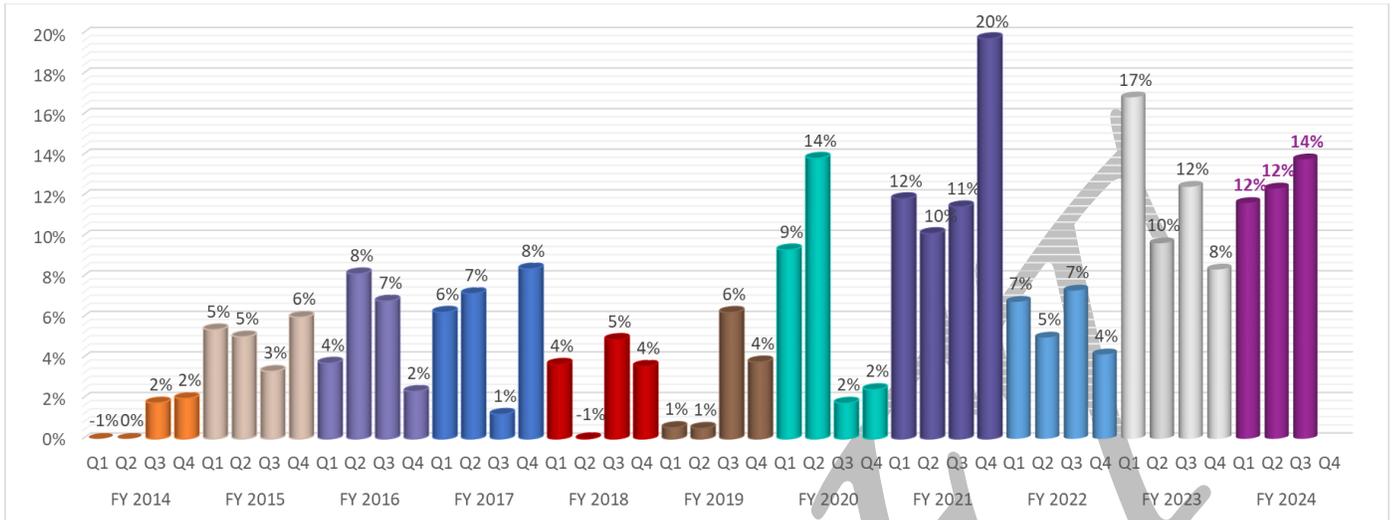
**I. QUARTERLY FINANCIAL BRIEFING**

**Allen** presented information relating to the City’s Fiscal Year (FY) 2024 financial status and outlook for FY 2025 as follows:

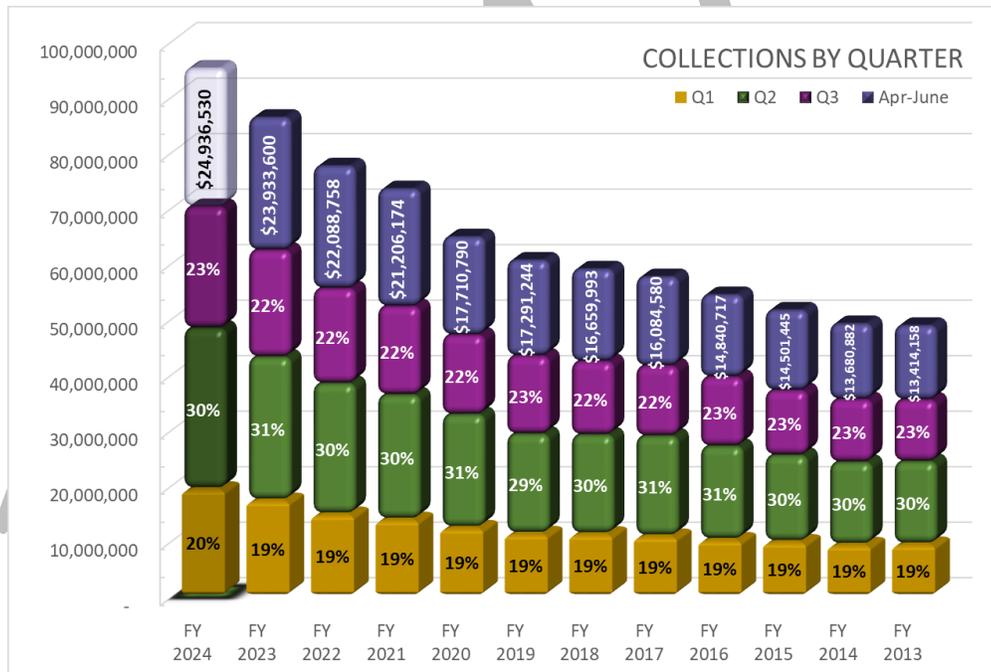
- FY 2024 Financial Status
  - Major Revenues

Major Operating Revenue		Benchmark (BM) to Budget (BUD)					Year Over Year		
(A) Source	(B) Fund	(C) FY 2024 July-March	(D) FY 2024 Total Budget	(E) % of Budget	(F) Bench Mark	(G) Variance to Bench Mark	(H) FY 2023 July-March	(I) Amount Change	(J) % Change
(1) City Sales Tax (1.0%)	General	\$ 25,572,924	\$ 33,600,000	76%	75%	0.9%	\$ 24,234,924	\$ 1,338,000	5.5%
(2) Property Tax	“	9,918,765	16,290,776	61%	64%	-2.6%	9,761,627	157,138	1.6%
(3) State Sales Tax	“	11,092,846	14,371,000	77%	76%	1.7%	10,579,586	513,260	4.9%
(4) State Income Tax	“	19,581,615	25,500,000	77%	75%	1.8%	13,814,019	5,767,596	41.8%
(5) Vehicle License Tax	“	4,034,496	5,375,400	75%	74%	1.2%	3,960,174	74,322	1.9%
(6) Gasoline Tax (0.5%)	HURF	7,133,996	9,614,190	74%	74%	0.7%	6,866,911	267,085	3.9%
(7) Road Tax (0.5%)	Road Tax	12,784,288	16,809,600	76%	74%	2.2%	12,115,404	668,884	5.5%
(8) Public Safety Tax (0.2%)	Public Safety	5,111,976	6,711,600	76%	74%	2.3%	4,844,514	267,462	5.5%
(9) Two Percent Tax	Two Percent	6,477,717	8,925,000	73%	72%	0.3%	6,521,726	(44,009)	-0.7%
(10) Water Sales	Water	19,929,603	26,889,250	74%	72%	2.1%	20,099,886	(170,283)	-0.8%
(11) Wastewater Operating	Wastewater	13,730,744	19,044,800	72%	72%	0.2%	13,694,420	36,324	0.3%
(12) Solid Waste Fees	Solid Waste	4,142,638	5,661,785	73%	72%	1.0%	3,917,261	225,377	5.8%
<b>(13) Total Major Operating Revenue</b>		<b>\$139,511,608</b>	<b>\$188,793,401</b>	<b>74%</b>	<b>73%</b>	<b>1.1%</b>	<b>\$130,410,452</b>	<b>\$ 9,101,156</b>	<b>7.0%</b>

○ Revenue and Expenditures – Primary Funds

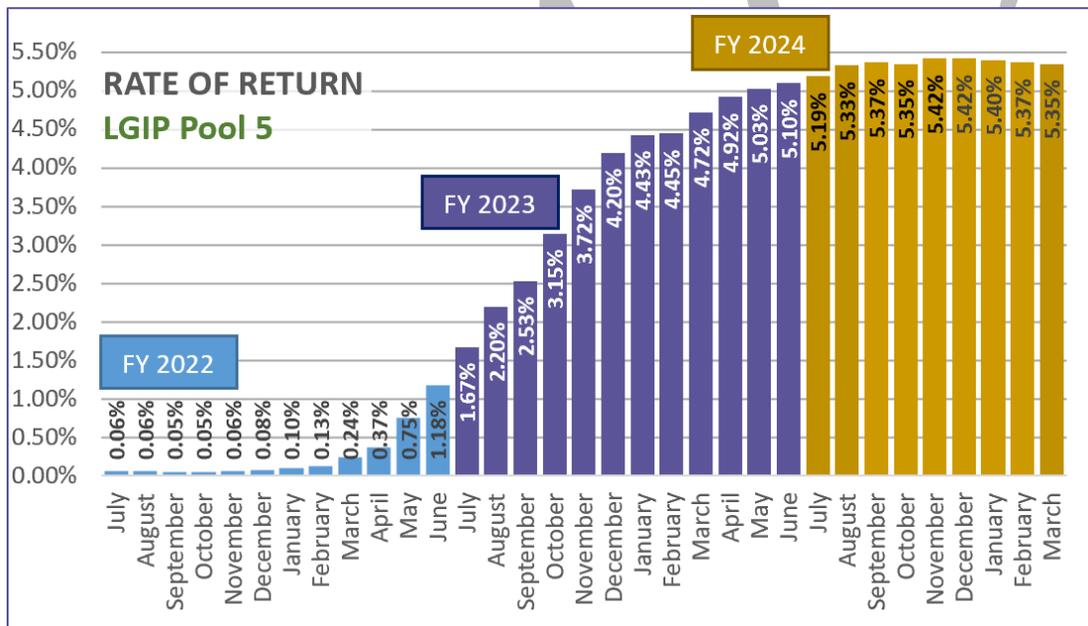
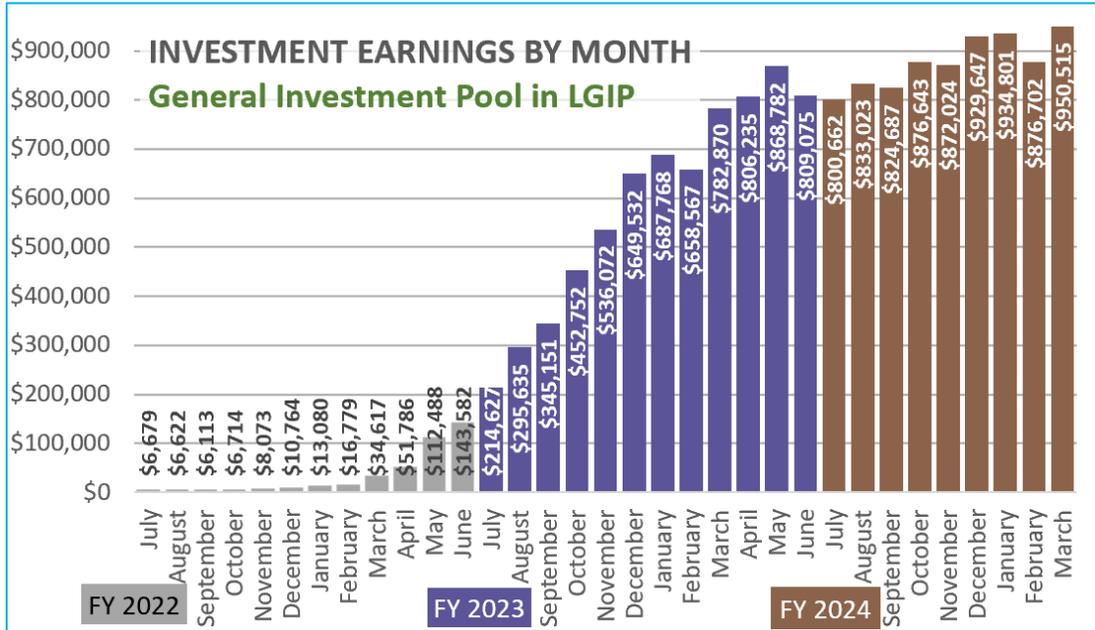


○ Collections by Quarter



○ Investment Earnings – General Pool Only

- YTD Earnings Q3 (July-March)
  - FY 2022 - \$109,441
  - FY 2023 - \$4,622,974
  - FY 2024 - \$7,898,704



- Major Revenues – City Sales Tax
  - Overall, FY 2024 total City 1.7% Sales Tax is 5.5% or \$2.3 million more than FY 2023 for the first six months (July-December)
    - The FY 2024 post-audit updated budget goal of 2.2% increase is being met
  - Sub-Total Recurring tax revenues, in the General Fund, support the City’s core ongoing operations, personnel, small equipment, contracts, commodities, and debt service
  - “All Other” consists of 14 categories primarily driven by Commercial Leasing, Equipment Rental and Communications

- At-Risk or Ending categories have either been, or are at risk of being, discontinued as taxable activities
  - The year-over-year change for food for home consumption (Grocery) has been stabilizing; FY 2023 recorded a 20% increase compared to FY 2022
  - Collections from residential rental leasing activities will cease midway through FY 2025
- Total 2% Tax is 0.7% lower in FY 2024 compared to FY 2023
  - After hyper growth in FY 2021 and FY 2022, estimates for FY 2024 and FY 2025 are level
  - The post-audit updated budget goal of 0.7% decrease is being met

<b>City's 1.7% Sales Tax (1.0% General; 0.5% Road; 0.2% Public Safety)</b>					
Category As Reported by ADOR	July-March	July-March	July-March	Change in FY24/FY23	
	FY 2024	FY 2023	FY 2022	\$	%
Retail	\$ 22,706,259	\$ 21,837,824	\$ 20,639,425	\$ 868,435	4.0%
Restaurants and Bars	4,611,368	4,579,741	4,206,226	31,627	0.7%
Internet Sales*	1,817,957	1,527,310	1,312,709	290,647	19.0%
Hotels	907,612	992,653	978,378	(85,041)	-8.6%
Utilities	2,205,879	2,080,311	2,160,103	125,568	6.0%
All Other	2,350,500	2,235,162	2,269,668	115,338	5.2%
<b>Sub-Total Recurring</b>	<b>\$ 34,599,575</b>	<b>\$ 33,253,001</b>	<b>\$ 31,566,509</b>	<b>\$ 1,346,574</b>	<b>4.0%</b>
Grocery**	5,283,075	5,055,383	4,114,825	227,692	4.5%
Residential Rental Leasing	415,092	431,363	235,968	(16,271)	-3.8%
<b>At-Risk or Ending</b>	<b>\$ 5,698,167</b>	<b>\$ 5,486,746</b>	<b>\$ 4,350,793</b>	<b>\$ 211,421</b>	<b>3.9%</b>
Construction	3,171,448	2,455,130	3,001,659	716,318	29.2%
<b>Total City's 1.7% Tax</b>	<b>\$ 43,469,190</b>	<b>\$ 41,194,877</b>	<b>\$ 38,918,961</b>	<b>\$ 2,274,313</b>	<b>5.5%</b>

\* Internet Sales = Marketplace facilitated or remote retail sales of food for home consumption  
 \*\* Grocery = Food for home consumption

<b>Two Percent Tax (2.0%)</b>					
Category As Reported by ADOR	July-March	July-March	July-March	Change in FY24/FY23	
	FY 2024	FY 2023	FY 2022	\$	%
Restaurants and Bars	\$ 5,438,974	\$ 5,388,975	\$ 5,063,837	\$ 49,999	0.9%
Hotels	1,038,744	1,132,749	1,099,588	(94,005)	-8.3%
<b>Total Two Percent Tax</b>	<b>\$ 6,477,718</b>	<b>\$ 6,521,724</b>	<b>\$ 6,163,425</b>	<b>\$ (44,006)</b>	<b>-0.7%</b>

- Expenditures/Expenses
  - Governmental Funds
    - For the third quarter, all presented governmental operating funds are meeting their revenue benchmark goal and spending less than 75% of the approved budget
    - Like many Arizona cities, Yuma's year-over-year spending is higher in FY 2024 than it was in FY 2023, primarily due to inflationary factors and supply chain delays that caused deferred spending from previous years; this is expected to continue in FY 2025 and potentially in FY 2026

01 General Fund	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Revenue	\$ 87,358,625	\$ 115,999,806	\$ 28,641,181	75%	\$ 79,266,784	\$ 8,091,841	10%
Total Expenditures (Operating)	(64,844,004)	(100,411,344)	(35,567,340)	65%	(60,663,112)	(4,180,892)	7%
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 22,514,621</b>	<b>\$ 15,588,462</b>	<i>Balance for CIP, Debt, Contingencies</i>		<b>\$ 18,603,672</b>	<b>\$ 3,910,494</b>	

02 HURF (Highway User Revenue Fund)	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Revenue	\$ 7,030,908	\$ 9,631,690	\$ 2,600,782	73%	\$ 6,957,419	\$ 73,489	1%
Total Expenditures and Projects	(7,160,459)	(12,379,629)	(5,219,170)	58%	(6,685,317)	(475,142)	7%
<b>Revenue Over (Under) Expenditures</b>	<b>\$ (129,551)</b>	<b>\$ (2,747,939)</b>	<i>Planned use of fund balance</i>		<b>\$ 272,102</b>	<b>\$ (401,653)</b>	

03 City Road Tax (.05%) Fund	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Revenue	\$ 13,332,425	\$ 16,899,556	\$ 3,567,131	79%	\$ 12,432,825	\$ 899,600	7%
Total Expenditures and Projects	(8,157,983)	(24,991,907)	(16,833,924)	33%	(5,484,157)	(2,673,826)	49%
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 5,174,442</b>	<b>\$ (8,092,351)</b>	<i>Planned use of fund balance for CIP</i>		<b>\$ 6,948,668</b>	<b>\$ (1,774,226)</b>	

04 Public Safety Tax (.02%) Fund	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Revenue	\$ 5,308,782	\$ 6,711,600	\$ 1,402,818	79%	\$ 4,961,957	\$ 346,825	7%
Total Expenditures and Projects	(4,313,636)	(8,936,103)	(4,622,467)	48%	(4,066,473)	(247,163)	6%
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 995,146</b>	<b>\$ (2,224,503)</b>	<i>Planned use of fund balance for CIP</i>		<b>\$ 895,484</b>	<b>\$ 99,662</b>	

05 Two Percent Tax Fund	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Revenue	\$ 7,337,689	\$ 9,823,000	\$ 2,485,311	75%	\$ 7,362,115	\$ (24,426)	0%
Total Expenditures and Projects	(6,414,639)	(11,029,181)	(4,614,542)	58%	(5,728,673)	(685,966)	12%
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 923,050</b>	<b>\$ (1,206,181)</b>	<i>Planned use of fund balance for equipment</i>		<b>\$ 1,633,442</b>	<b>\$ (710,392)</b>	

- Enterprise Funds
  - Like the City’s Governmental Funds, the Enterprise Funds spending levels are under 75%; while they are circling at or above 75% of the revenue goals, the Enterprise Funds continue consistent revenue growth compared to last year

06 Water Enterprise	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Income	\$ 21,989,327	\$ 27,881,750	\$ 5,892,423	79%	\$ 21,043,301	\$ 946,026	4%
Total Expenditures (Operating)	(11,745,273)	(23,770,613)	(12,025,340)	49%	(10,910,139)	(835,134)	8%
<b>Income Over (Under) Expenses</b>	<b>\$ 10,244,054</b>	<b>\$ 4,111,137</b>	<i>Balance for CIP</i>		<b>\$ 10,133,162</b>	<b>\$ 110,892</b>	

07 Wastewater Enterprise	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Income	\$ 17,060,434	\$ 19,122,300	\$ 2,061,866	89%	\$ 15,425,323	\$ 1,635,111	11%
Total Expenditures (Operating)	(11,746,309)	(20,344,199)	(8,597,890)	58%	(11,076,198)	(670,111)	6%
<b>Income Over (Under) Expenses</b>	<b>\$ 5,314,125</b>	<b>\$ (1,221,899)</b>	<i>Planned use of fund balance for CIP</i>		<b>\$ 4,349,125</b>	<b>\$ 965,000</b>	

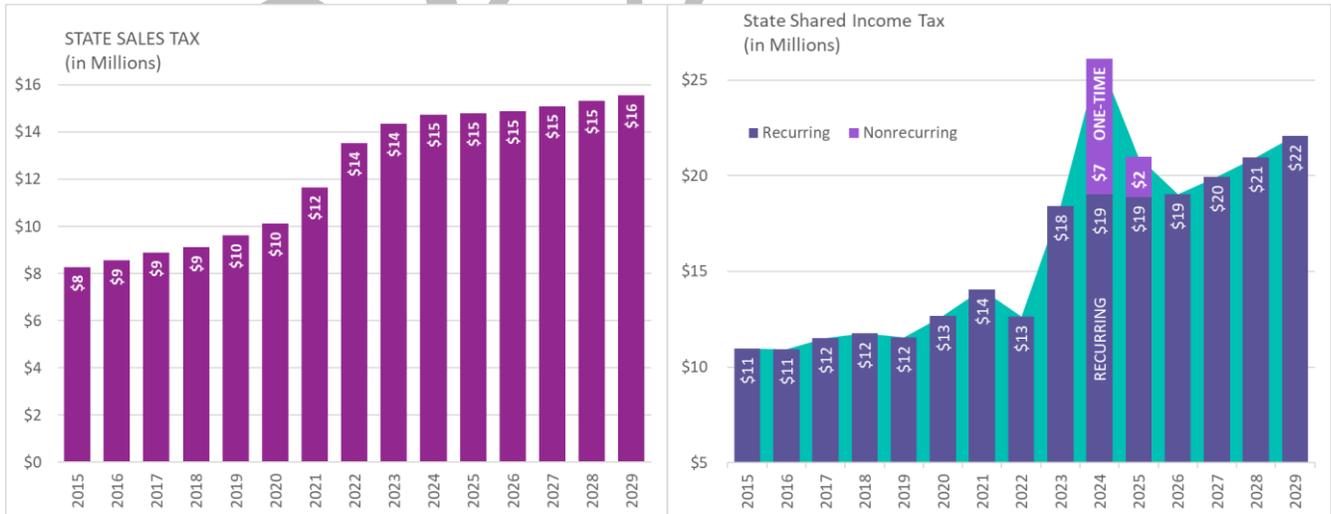
08 Solid Waste Enterprise	Budget and Actual				Year Over Year		
	FY 2024 Q3	Total Budget	\$ Remaining	% Budget	FY 2023 Q3	\$ Change	% Change
Total Income	\$ 4,238,580	\$ 5,675,785	\$ 1,437,205	75%	\$ 3,984,609	\$ 253,971	6%
Total Expenses (Operating)	(3,783,923)	(5,948,620)	(2,164,697)	64%	(3,616,635)	(167,288)	5%
<b>Income Over (Under) Expenses</b>	<b>\$ 454,657</b>	<b>\$ (272,835)</b>	<i>Planned use of fund balance for equipment</i>		<b>\$ 367,974</b>	<b>\$ 86,683</b>	

Discussion

- The -2.6% variance to benchmark for property tax is attributed to the timing of collections and some delinquency collections in prior years that were higher than the current year; there is no concern about making this year’s goal (**Morales/Allen**)

**Allen** continued his presentation with the FY 2025 Financial Outlook as follows:

- FY 2025 Financial Outlook
  - State Shared Revenues
    - Sales Tax
      - Estimated FY 2025
        - \$14.8 million; 12.5% of the General Fund budget
    - Income Tax
      - \$21.0 million; 18% of the General Fund budget
      - Recurring Revenue vs. One-Time
        - FY 2024 – State allocation to cities and towns up from 15% to 18% of total income tax
        - FY 2025 – State moves from incremental income tax to a flat 2.5% (effective calendar year 2024); impacts cities and towns in the second half of FY 2025
        - FY 2026 – New income tax rate in effect for full fiscal year
        - Capital Reserve and Contingency Fund added in FY 2024 to accumulate one-time revenue



○ City Sales Taxes and Property Tax Levy

▪ Sales Tax

- FY 2025 Estimate = \$34.9 million; 30% of the General Fund budget
- Risks – local/state economy; preemptive legislation (grocery and residential rental taxes)

City's 1.7% Sales Tax (1% General; 0.5% Road; 0.2% Public Safety)									General Fund Only		
Category	Actual FY 2021	Actual FY 2022	Actual FY 2023	% Change	Estimated FY 2024	% Change	Budget FY 2025	% Change	Estimated FY 2024	Budget FY 2025	% Change
Retail (Non-Internet)	\$26,331,645	\$28,415,599	\$29,599,446	4.2%	\$30,966,294	4.6%	\$31,579,855	2.0%	\$18,215,467	\$18,576,385	2.0%
Restaurants and Bars	4,756,792	5,818,497	6,279,049	7.9%	6,341,839	1.0%	6,405,257	1.0%	3,730,494	3,767,798	1.0%
Internet Sales*	1,411,135	1,819,060	2,086,809	14.7%	2,401,917	15.1%	2,449,955	2.0%	1,412,892	1,441,150	2.0%
Hotels	986,472	1,382,398	1,372,421	-0.7%	1,290,076	-6.0%	1,264,274	-2.0%	758,868	743,691	-2.0%
Utilities	2,688,252	2,784,152	2,681,639	-3.7%	2,815,721	5.0%	2,843,878	1.0%	1,656,306	1,672,869	1.0%
All Other	2,826,702	3,050,269	3,135,856	2.8%	3,298,921	5.2%	3,315,416	0.5%	1,940,542	1,950,245	0.5%
<b>Sub-Total Recurring</b>	<b>\$39,000,998</b>	<b>\$43,269,975</b>	<b>\$45,155,220</b>	<b>4.4%</b>	<b>\$47,114,768</b>	<b>4.3%</b>	<b>\$47,858,635</b>	<b>1.6%</b>	<b>\$27,714,569</b>	<b>\$28,152,138</b>	<b>1.6%</b>
Food for Home Consumption	5,541,656	5,705,262	6,821,060	19.6%	7,128,008	4.5%	7,270,568	2.0%	4,192,946	4,276,805	2.0%
Residential Rental Leasing	186,121	343,235	562,535	63.9%	582,224	3.5%	291,112	-50%	342,485	171,242	-50%
<b>Sub-Total At-Risk</b>	<b>\$ 5,727,777</b>	<b>\$ 6,048,497</b>	<b>\$ 7,383,595</b>	<b>22.1%</b>	<b>\$ 7,710,232</b>	<b>4.4%</b>	<b>\$ 7,561,680</b>	<b>-1.9%</b>	<b>\$ 4,535,431</b>	<b>\$ 4,448,047</b>	<b>-1.9%</b>
Construction (Nonrecurring)	3,139,253	4,001,825	3,368,292	-15.8%	3,791,000	12.5%	3,876,000	2.2%	2,230,000	2,280,000	2.2%
<b>Total City's 1.7% Tax</b>	<b>\$47,868,028</b>	<b>\$53,320,297</b>	<b>\$55,907,107</b>	<b>4.9%</b>	<b>\$58,616,000</b>	<b>4.8%</b>	<b>\$59,296,315</b>	<b>1.2%</b>	<b>\$34,480,000</b>	<b>\$34,880,185</b>	<b>1.2%</b>

\* Internet Sales = Marketplace facilitated or remote retail sales of food for home consumption  
Does not include the City's 2% Tax  
Residential Rental ending January 1, 2025

▪ Property Tax Levy

- FY 2025 Estimate (at the max) \$16.6 million; 14% of the General Fund budget
- Risks – local economy; preemptive legislation (resetting the maximum levy to current resulted in lost capacity in the mid 2000s)

MAXIMUM LEVY AND TRUTH-IN-TAXATION OVERVIEW										
FY 2023-24 (TY 2023)	Appreciation to Base	FY 2024-25 (Tax Year 2024)								
		A) Stay at Same Base Levy (0% Increase)			B) Back to Maximum Levy (4% Increase)			C) Stay at Same Rate (3% Increase)		
Total		Base	New Construction	Total	Base	New Construction	Total	Base	New Construction	Total
Proposed 2024-25 Tax Levy	-	\$15,725,832	\$ 230,333	\$ 15,956,165	\$ 16,361,865	\$ 239,651	\$ 16,601,516	\$16,206,045	\$16,206,045	\$32,412,090
Total Assessed Valuation	\$ 737,574,759	760,097,806	11,133,074	771,230,880	760,097,806	11,133,074	771,230,880	760,097,806	11,133,074	771,230,880
Taxed on per \$100	7,375,748	7,600,978	111,331	7,712,309	7,600,978	111,331	7,712,309	7,600,978	111,331	7,712,309
Primary Property Tax Rate	2.1321	2.0689	2.0689	2.0689	2.1526	2.1526	2.1526	2.1321	2.1321	2.1321
Primary Tax Levy	15,725,832	15,725,663	230,333	15,955,996	16,361,865	239,651	16,601,516	16,206,045	237,368	16,443,413
		\$ (169)	0.00%	difference due to rounding (need be same/lower OR do TNT)	\$ 636,033	4.04%	TNT required (Max increases 2% per year)	\$16,206,045	TNT required	3.05%
<b>TNT (Truth-in-Taxation)</b>		Not to be Published			Required to Publish		Difference: Same Base, Amount Under Max	Required to Publish		
Proposed 2024-25 Primary Property Tax Levy per		\$ 206.89			\$ 215.26		FY 2025 < 4% \$ 645,520	\$ 213.21		
2024-25 Primary Property Tax Levy per \$100,000 Home Value if the Tax Rate was not adjusted in FY 2025		206.89			206.89		FY 2024 < 2% 314,944	206.89		
Proposed 2024-25 Primary Property Tax Levy Increase/Decrease per \$100,000 Home Value		-			8.3700		FY 2023 < 2% 303,060			
							FY 2022=Max -			
										6.3200

○ General Fund Balances

▪ City of Yuma Policy (Historical Unassigned Balance)

- Benchmark no less than 20% of revenues or subsequent years expenditures
- Maintains sufficient cash flow as sales and property tax collections have differing high/low seasons

- Government Finance Officer’s Association Recommendation (Assigned Balance)
  - Diversity of revenues, volatility
  - Exposure to subsidizing programs more than the General Fund
  - Bond ratings and converts ratios (1.2-3.0 coverage)
  - Rainy/snowy day funds
  - Plan to replenish if assigned certain balances are used

○ General Fund Balances – By Purposes

<b>Fund Balances By Purpose</b>	<b>Actual Audited FY 2023</b>	<b>Actual Estimated FY 2024</b>	<b>Budget Amended FY 2024</b>	<b>Budget Proposed FY 2025</b>
<b>PSPRS UAAL Reserve (Committed)</b>				
Beginning balance, July 1	\$12,344,124	\$13,136,272	\$13,136,272	\$13,793,086
Addition	792,148	656,814	300,000	689,654
Reduction	-	-	-	(7,000,000)
<b>Ending balance June 30</b>	<b>\$13,136,272</b>	<b>\$13,793,086</b>	<b>\$13,436,272</b>	<b>\$ 7,482,740</b>
<b>ASRS CPP Reserve (Committed)</b>				
Beginning balance, July 1	-	-	-	\$ 3,168,781
Addition	-	3,168,781	-	3,088,855
Reduction	-	-	-	-
<b>Ending balance June 30</b>	<b>-</b>	<b>\$ 3,168,781</b>	<b>-</b>	<b>\$ 6,257,636</b>
<b>Long-Term Debt - Bonds</b>				
Beginning balance, July 1	\$14,278,946	\$15,037,302	\$15,037,302	\$15,099,670
Addition	15,037,302	15,099,670	15,099,670	12,500,170
Reduction	(14,278,946)	(15,037,302)	(15,037,302)	(15,099,670)
<b>Ending balance June 30</b>	<b>\$15,037,302</b>	<b>\$15,099,670</b>	<b>\$15,099,670</b>	<b>\$12,500,170</b>
<b>Capital Improvement Plan</b>				
Beginning balance, July 1	\$6,418,575	\$6,312,075	\$6,312,075	\$8,281,358
Addition	-	2,416,469	-	2,561,551
Reduction	(106,500)	(447,186)	(447,186)	(7,292,668)
<b>Ending balance June 30</b>	<b>\$6,312,075</b>	<b>\$8,281,358</b>	<b>\$5,864,889</b>	<b>\$3,550,241</b>
<b>Supply Chain Delays</b>				
Beginning balance, July 1	\$2,863,201	\$5,615,542	\$5,615,542	\$7,315,994
Addition	2,752,341	1,700,452	-	-
Reduction	-	-	(5,615,542)	(7,315,994)
<b>Ending balance June 30</b>	<b>\$5,615,542</b>	<b>\$7,315,994</b>	<b>-</b>	<b>-</b>
<b>Unassigned Fund Balance</b>				
Beginning balance, July 1	\$24,167,070	\$29,849,742	\$29,849,742	\$34,540,728
Addition	-	4,690,986	-	-
Reduction	5,682,672	-	(6,774,345)	(5,275,631)
<b>Ending balance June 30</b>	<b>\$29,849,742</b>	<b>\$34,540,728</b>	<b>\$23,075,397</b>	<b>\$29,265,098</b>

- Future Considerations
  - FY 2025 Policy Considerations
    - Future considerations for City Council
    - Scheduling periodically over next year (mostly quarterly)
    - Not all require immediate action or budget authority

- Budget authority programmed in Proposed Budget, if needed
- City Administrator recommendations may be to move forward or hold for future action
- Future Considerations – Sooner / This Year

<b>Standard Policies:</b> <ul style="list-style-type: none"> <li>• Budget and Levy Adoption (Annual Event)</li> <li>• PSPRS Funding Policy (Annual Event)</li> <li>• Designate Chief Financial Officer (CFO) for Annual Expenditure Limitation Report (AELR) (Annual Event)</li> </ul>	<b>Finance RFP/RFQ:</b> <ul style="list-style-type: none"> <li>• Independent Audit Services (Firm Since 1994)</li> <li>• Investment Management (Co. Since 2002)</li> <li>• TPT Audit (Expert Since 1990s)</li> </ul>	<b>Reporting and Use of Funds:</b> <ul style="list-style-type: none"> <li>• River Development (Separate For Audit Reporting)</li> <li>• Opioid Settlement (Separate Account, Approve Uses)</li> <li>• Save AZ – Prop. 207 (Approve Uses)</li> </ul>
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- Future Considerations – Later / Next Fiscal Year

<b>Model City Tax Code (MCTC):</b> <ul style="list-style-type: none"> <li>• Update Local Option (Two-Tier)</li> <li>• Consider Local Options (Various Options)</li> <li>• Update Full Model City Tax Code (MCTC) (When Available to Cities)</li> </ul>	<b>Financing Considerations:</b> <ul style="list-style-type: none"> <li>• American Rescue Plan Act (Amend Project Budgets)</li> <li>• Public Safety Pension (Unfunded Accrued Liability)</li> <li>• Arizona State Retirement (Repayment Program)</li> </ul>	<b>Capital Asset Policy Thresholds:</b> <ul style="list-style-type: none"> <li>• Last Set in 2003 (Equipment &gt; \$5,000 &gt; 1 Year)</li> <li>• Equipment Costs Increased (Unintended Capitalization)</li> <li>• Technology Changed (Unintended Capitalization)</li> </ul>
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Discussion

- Regarding future considerations about reporting and use of funds: Opioid Settlement are funds the City will receive that will be reported separately for audit purposes; and, River Development are fees that were previously reported in the General Fund, but due to the dollar amounts need to be separated out moving forward (**Shelton/Allen**)

**Allen** continued his presentation with the following FY Proposed Budget Introduction:

- FY 2025 Proposed Budget Introduction
  - Budget Calendar

Date	Event
April 8-11	Councilmember individual budget review sessions
April 30	Worksession: Third Quarter Briefing, Proposed Budget Presentation and CIP
May 1	Placeholder: For City Council questions and/or discussion
May 14	Worksession: Budget Update, Other Policy Considerations, Municipal Improvement Districts (MIDs)
May 15	Public Hearing: Capital Improvement Program
“	Motion: Tentative Budget Adoption – State Forms A-G
May 21, 28	Publication: State Forms and Truth-in-Taxation, if applicable, in the Yuma Sun
June 5	Resolution: City Council Action regarding FY 2024, if applicable
“	Resolution: Capital Improvement Program Adoption
“	Public Hearing: Final Budget and Truth-in-Taxation, if applicable
“	Resolution: Final FY 2025 Budget Adoption
“	Ordinance: Introduction of Tax Levy Ordinance
June 26	Ordinance: Adopt Tax Levies and Rates (General, Mall and MIDs)
“	Resolution: Adopt Annual PSPRS Funding Policy
“	Resolution: Designate City’s Chief Financial Officer for the AELR

**Updated: April 18, 2024**

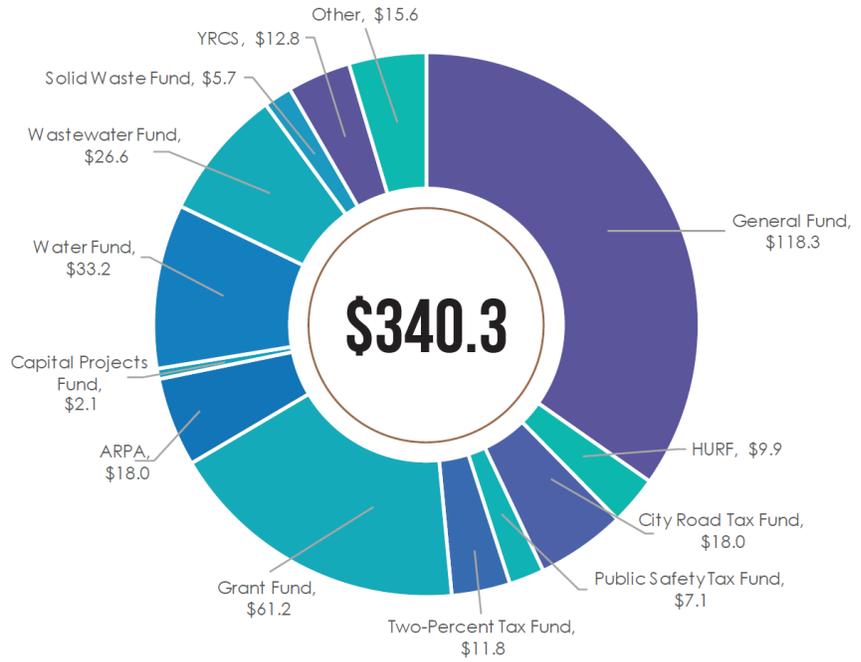
**Simonton** presented the City Administrator's Budget Highlights as follows:

- City Administrator's Budget Highlights
  - Total Budget (All Funds) Approximately \$521 Million
    - General Fund Revenues
      - Forecasting a modest 2% growth in recurring revenues
      - Forecasting a \$5.8 million decline in non-recurring revenues
      - Anticipating a \$3.6 million decline in General Fund revenues in FY 2025
      - Proposing the maximum allowable property tax levy
    - General Fund Expenditures
      - Proposing a \$2.3 million increase in operating expenditures
        - Inflationary pressures are still impacting operating expenses
          - Electrical rate increase
          - Technology increase
          - Cost of consumables
          - Insurance cost increases
  - Personnel Expenditures
    - General 9-10% increase in personnel expenditures across all funds
      - Proposing six new full-time employees
      - 3% merit or step increase (public safety) July 2024
      - Up to 2% cost of living (market adjustment) January 2025
      - 4% health care premium increase
      - A \$25/pay period dependent coverage decrease for the High Deductible Plan
      - An employee general leave buy-back program in December 2024
      - Stand-by pay increase from \$2.00/hour to \$2.50/hour
      - An increase in the employee college tuition reimbursement program from \$3,000 to \$3,500 annually; added more funds to the program
  - Capital Expenditures
    - All major equipment needs are included in the proposed budget
      - Additions to the fleet - \$2.4 million
      - Replacements - \$3.5 million (Equipment Replacement Fund)
      - Carry Forward - \$3.0 million
  - Capital Improvement Program (CIP)
    - Several highly anticipated projects will begin construction in FY 25
      - Desert Dunes Expansion (September 2025)
      - East Mesa Park (November/December 2024)
      - Police Evidence Storage (August 2024)
      - Hotel Del Sol Project (January 2025)
      - Kennedy Skate Park (July 2024)
      - Desert Hills New Irrigation System (Spring 2025)
  - The Legacy of Leadership
    - Continues to promote the City as an Employer of Choice
    - Continues to meet the community's needs
    - Includes the possible use of more than \$60 million in grant funding
    - The proposed budget plans for the future
    - HURF is not sustainable for future road maintenance needs

## FY 2025 REVENUES

**\$340.3 All Funds**

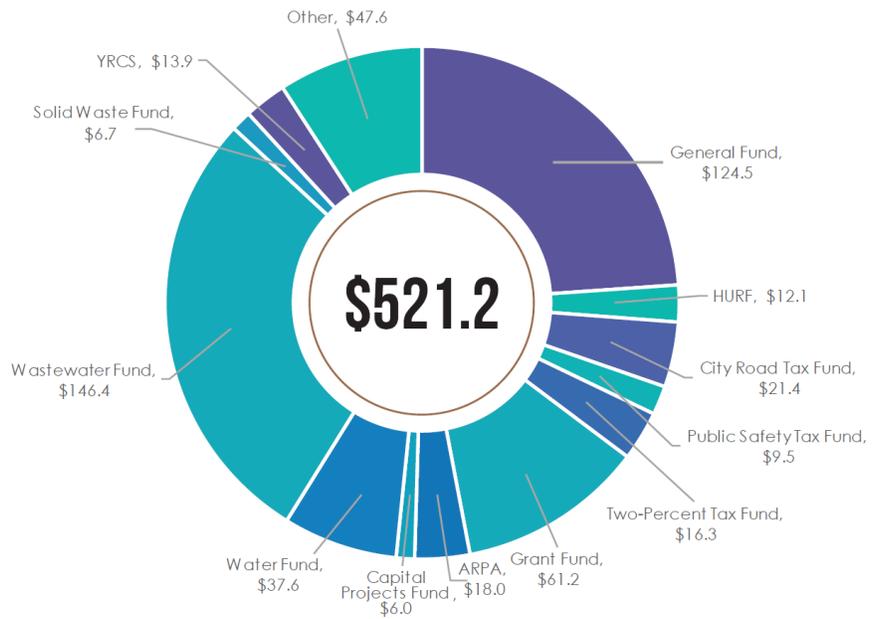
- \$118.3 General Fund
- \$9.9 HURF
- \$18 City Road Tax Fund
- \$7.1 Public Safety Tax Fund
- \$11.8 Two-Percent Tax Fund
- \$61.2 Grant Fund
- \$18 ARPA
- \$2.1 Capital Projects Fund
- \$33.2 Water Fund
- \$26.6 Wastewater Fund
- \$5.7 Solid Waste Fund
- \$12.8 YRCS
- \$15.6 Other



## FY 2025 EXPENDITURES

**\$521.2 All Funds**

- \$124.5 General Fund
- \$12.1 HURF
- \$21.4 City Road Tax Fund
- \$9.5 Public Safety Tax Fund
- \$16.3 Two-Percent Tax Fund
- \$61.2 Grant Fund
- \$18 ARPA
- \$6 Capital Projects Fund
- \$37.6 Water Fund
- \$146.4 Wastewater Fund
- \$6.7 Solid Waste Fund
- \$13.9 YRCS
- \$47.6 Other



**II. PROPOSED BUDGET OVERVIEW**

**Allen** presented the following overview of the proposed FY 2025 budget:

- Total Budget
  - The total budget is \$521,167,546, which is \$48 million, or 10% more than the prior year total budget
  - Less the Capital Improvement Plan, the budget is \$42 million, or 6% more than prior year
  - Expenditures by Category
    - Capital Outlay – 47%
    - Operating – 25%
    - Personnel – 21%
    - Debt Service – 8%

<b>Total Budget (Expenditures / Expenses)</b>				
<b>Expenditures / Expenses</b>	<b>Budget FY 2024</b>	<b>Budget FY 2025</b>	<b>FY 2025 and FY 2024 Change In</b>	
			<b>\$</b>	<b>%</b>
General Fund	\$ 107,080,057	\$ 124,484,257	\$ 17,404,200	16%
Water Operating and Capacity	41,382,184	37,609,349	(3,772,835)	-9%
Waste Water Operating and Capacity	47,898,213	57,355,492	9,457,279	20%
Highway Users Revenue Fund	12,380,601	12,130,185	(250,416)	-2%
City Road Tax Fund	20,591,038	21,394,286	803,248	4%
Public Safety Tax Fund	8,593,151	9,358,314	765,163	9%
Two Percent Tax Fund	10,564,250	16,320,094	5,755,844	54%
ARPA	20,537,035	18,040,898	(2,496,137)	-12%
All Other Funds	203,794,963	224,474,671	20,679,708	10%
<b>Total Expenditures / Expenses</b>	<b>472,821,492</b>	<b>521,167,546</b>	<b>48,346,054</b>	<b>10%</b>
Less: Capital Improvement Plan	(216,040,262)	(222,418,219)	(6,377,957)	3%
<b>Operating Expenditures / Expenses</b>	<b>\$ 256,781,230</b>	<b>\$ 298,749,327</b>	<b>\$ 41,968,097</b>	<b>16%</b>
Does not include interfund transfers				

- Total Budget by Department
  - Department budgets increased 15%, less debt service and capital improvements
    - The decrease in Parks and Recreation Department’s budget is due to \$4 million less in grants in FY 2025 compared to FY 2024
    - The Police Department’s budget increase contains \$8 million in grants in FY 2025
    - An increase in grant funding of \$7 million impacted the General Government Budget in FY 2025

Department Total Budget (Expenditures / Expenses)				
Expenditures / Expenses	Budget FY 2024	Budget FY 2025	FY 2025 and FY 2024	
			Change In \$	%
Mayor and City Council	\$ 879,828	\$ 924,053	\$ 44,225	5%
Municipal Court	2,964,939	3,424,674	459,735	16%
City Administration	7,938,290	9,407,308	1,469,018	19%
City Attorney	5,640,033	6,121,512	481,479	9%
Information Technology	19,899,293	20,321,439	422,146	2%
Finance	2,943,991	3,284,775	340,784	12%
Human Resources	1,767,041	1,997,671	230,630	13%
General Government	20,122,850	29,616,005	9,493,155	47%
Planning and Neighborhood Services	8,436,187	8,618,824	182,637	2%
Building Safety	10,059,106	10,885,144	826,038	8%
Engineering	4,043,158	4,237,708	194,550	5%
Parks and Recreation	21,919,180	19,609,076	(2,310,104)	-11%
Public Works	24,731,666	27,858,211	3,126,545	13%
Utilities	30,495,933	33,743,493	3,247,560	11%
Police	37,938,856	51,627,034	13,688,178	36%
Fire	21,846,530	23,950,602	2,104,072	10%
<b>Total Department</b>	<b>221,626,881</b>	<b>255,627,529</b>	<b>34,000,648</b>	<b>15%</b>
Debt Service (Bonds and Leases)	35,045,857	33,946,798	(1,099,060)	-3%
Capital Improvements	216,148,754	231,593,219	15,444,465	7%
<b>Total Expenditures / Expenses</b>	<b>\$ 472,821,492</b>	<b>\$ 521,167,546</b>	<b>\$ 48,346,054</b>	<b>10%</b>

- Total Budget by Department and Fund Type

Department Total Budget (Expenditures / Expenses)				
Expenditures / Expenses	FY 2025			Total
	General Fund	Other Governmental	Enterprise	
Mayor and City Council	\$ 887,153	\$ 36,900	-	\$ 924,053
Municipal Court	3,324,674	100,000	-	3,424,674
City Administration	4,870,456	4,536,852	-	9,407,308
City Attorney	1,943,512	4,178,000	-	6,121,512
Information Technology	6,401,517	46,933	\$ 13,872,989	20,321,439
Finance	3,284,775	-	-	3,284,775
Human Resources	1,997,671	-	-	1,997,671
General Government	13,483,804	15,081,603	1,050,598	29,616,005
Planning and Neighborhood Services	3,005,159	5,613,665	-	8,618,824
Building Safety	10,588,707	296,437	-	10,885,144
Engineering	373,652	2,637,712	1,226,344	4,237,708
Parks and Recreation	9,704,139	9,904,937	-	19,609,076
Public Works	-	21,815,284	6,042,927	27,858,211
Utilities	-	54,122	33,689,371	33,743,493
Police	35,970,494	15,656,540	-	51,627,034
Fire	21,316,809	2,633,793	-	23,950,602
<b>Total Department</b>	<b>117,152,522</b>	<b>82,592,778</b>	<b>55,882,229</b>	<b>255,627,529</b>
Debt Service (Bonds and Leases)	39,067	21,680,661	12,227,070	33,946,798
Capital Improvements	7,292,668	87,838,551	136,462,000	231,593,219
<b>Total Expenditures / Expenses</b>	<b>\$ 124,484,257</b>	<b>\$ 192,111,990</b>	<b>\$ 204,571,299</b>	<b>\$ 521,167,546</b>

Discussion

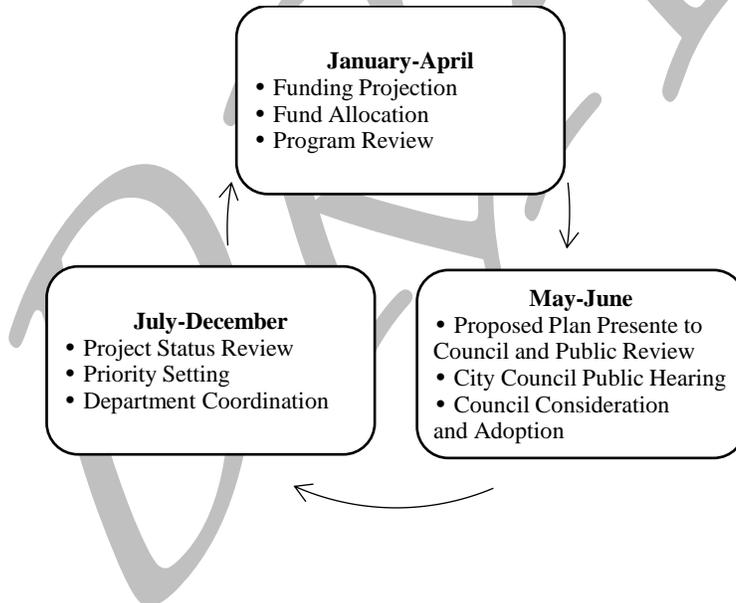
- The possibility of a leave buyback program came about due to conversations with employees who have reached their maximum leave accrual and are unable to take leave due to staffing issues (**Mayor Nicholls/Simonton**)
- Parks and Recreation are responsible for the East and West Wetlands and the Heritage Area; their planning documents, such as the Parks, Arts, Recreation and Trails (PART) Master Plan, include the development and maintenance of those areas, and they have received federal funding to assist with those efforts (**Shoop/Simonton**)
- The City would be open to talking with anyone interested in long-term investment along the river; the Brownfields to Innovation District project is an example of a planning effort involving private investment in the downtown area (**Simonton/Mayor Nicholls**)

**III. CAPITAL IMPROVEMENT PROGRAM FOR FY2025-FY2029**

**Mayor Nicholls** declared a conflict of interest on the Capital Improvement Program (CIP) as his firm participates in CIP projects, turned the meeting over to **Deputy Mayor Morse**, and left the dais.

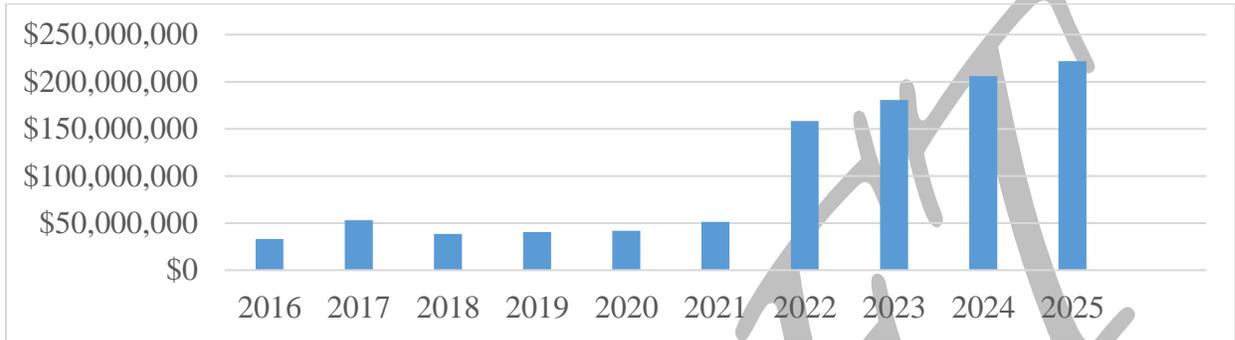
**Cowey** presented the proposed CIP for Fiscal Years 2025-2029 as follows:

- What is a Capital Improvement?
  - New Construction
  - Improve Existing Asset
  - Equipment Purchase
  - Minimum Value \$25,000
- Program Development

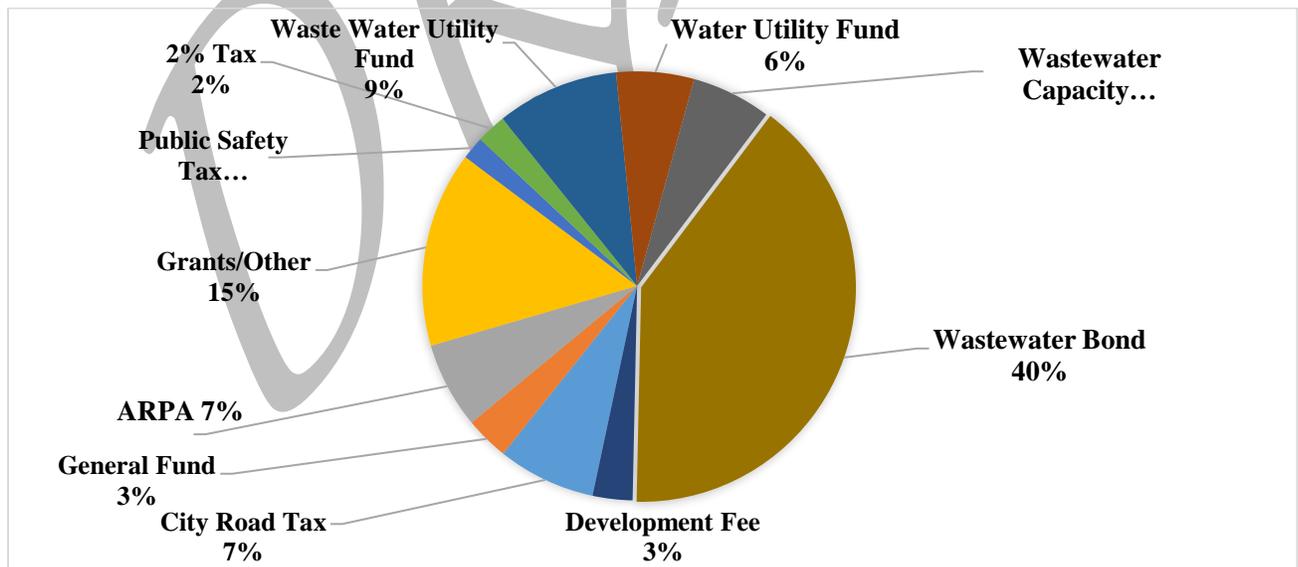


- Fiscal Year (FY) 2025-2029 Schedule
  - April 8<sup>th</sup> – Proposed 1-year CIP delivered to City Council
  - April 29<sup>th</sup> – Proposed 5-year CIP Program made available to the public
  - May 15<sup>th</sup> – Public Hearing at a City Council Meeting

- Framework for FY2025-FY2029
  - Represents City Council’s strategic initiatives and legislative policy for FY2025
  - Detailed view to forecast the following four years (2026-2029)
  - Each project in the CIP supports one of City Council’s five Strategic Outcomes as adopted in the 2021-2025 Strategic Plan
- 10-Year Capital Allocation History



- FY2025 Funding Sources
  - Bonds
    - Wastewater Revenue
  - Fees
    - Wastewater Utility
    - Wastewater Capacity
    - Water Utility
    - Development Fees
  - Other
    - Grants
    - Reimbursements
  - Taxes
    - City Road Tax
    - General Fund
    - Public Safety Tax
    - Two Percent Tax



- Funding Notes
  - The CIP represents the Yuma City Council’s legislative policy and provides direction to City staff for funding and constructing capital improvements and maintenance in the upcoming year. The City Council’s policy and direction is based on the available resources against the need. Almost every year, but especially recently, the needs greatly exceed the available resources. The City Council’s approval of the CIP reflects its legislative intent and its decision to prioritize spending of limited resources on projects while also reflecting City Council’s decision to not allocate the limited resources in other areas.
- FY2025 Program Changes
  - Project owner departments have been changed to align with various planning documents
  - New and historical project requests in the program have undergone a scoping and estimating process by the Engineering Department
- FY2025 Project Summary by Department

Department	Project Count	Budget
Engineering	25	\$19,778,249
Facilities Management	30	\$4,773,305
Fire	2	\$770,000
General Government	9	\$20,663,775
Parks & Recreation	13	\$26,390,500
Planning & Neighborhood Services	7	\$2,842,391
Police	3	\$6,700,000
Public Works	10	\$8,184,000
Utilities	29	\$132,374,000
<b>Total</b>	<b>128</b>	<b>\$222,418,219</b>

- Parks
  - Kennedy Skate Park (rebuild)
  - East Mesa Community Park (new park)
  - Desert Hills Golf Course (irrigation improvements)
- Roadways
  - FY2024
    - North End Pavement Replacement
  - FY2025
    - Capacity Increase/Traffic Signal - 28<sup>th</sup> Street, 45<sup>th</sup> Drive to 33<sup>rd</sup> Drive
    - Pavement Replacement
      - Avenue B, 16<sup>th</sup> Street to 24<sup>th</sup> Street
      - 28<sup>th</sup> Street, Madison Avenue to 4<sup>th</sup> Avenue
    - Master Plans
      - Citywide Americans with Disabilities Act (ADA) Improvements
      - Safety Action Plan
      - Innovation Hub
      - Transportation Master Plan
    - Transportation Management System
- Buildings and Facilities
  - FY2024
    - Fire Station 7

- FY 2025
  - Yuma Multimodal Transportation Center
  - Police Storage Facility
  - Desert Dunes Capacity Increase

Discussion

- There are several heating, ventilation, and cooling (HVAC) replacement projects in the CIP; this is primarily due to units aging out and needing to be replaced, but may also include required upgrades resulting from changes in requirements for refrigerants (**Morris/Lewis**)
- A quarterly update on the progress of CIP projects is forthcoming; the nature of the CIP is very fluid and constantly changing, but more frequent updates can be provided (**Morris/Cowey**)
- Currently the Smucker Park retention basin project is expected to be completed by the end of 2024 or the beginning of 2025; once construction has concluded, the City will address any necessary restoration or enhancements (**Morales/Wostenberg**)
- The plan for the Municipal Court project is to expand the building to the west of the existing footprint and add a second floor; this will allow the addition of a third courtroom, more office space, and the relocation of the City Prosecutor's Office to the second floor (**Shelton/Simonton**)
- City Council will begin to see projects related to the Parks, Arts, Recreation, and Trails (PART) Master Plan in the next CIP cycle (**Shelton/Cowey**)
- The City has not yet identified a funding source for the marquee at the Pacific Avenue Athletic Complex; the most likely source would be a donation (**Shelton/Cowey**)
- The pavement replacement on Virginia Drive between 24<sup>th</sup> Street and Catalina Drive was originally part of another project that needed to be scaled down; Public Works may have plans to do an interim pavement preservation project in the area (**Shelton/Wostenberg**)

Mayor Nicholls returned to the dais.

**IV. REGULAR CITY COUNCIL MEETING AGENDA OF MAY 1, 2024**

Motion Consent Agenda Item C.2 – Bid Rejection: Concert Production Service (pursuant to Yuma City Code § 36-36 reject the bid received for concert production services, which exceeded the allocated amount for the services) (RFB-24-173) (Admin)

Discussion

- The bid came in over budget because some aspects, such as the stage and sound system, were larger than needed for certain events; the City will start again with a more 'a la carte' bid process (**Mayor Nicholls/Simonton**)

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Resolution R2024-012 – Intergovernmental Agreement: Marine Corps Air Station-Yuma (approve an intergovernmental agreement for the use of the City of Yuma Public Safety Training Facility) (YPD)

Discussion

- The YPD rarely relies on Marine Corps personnel for backup, but consistent training amongst public safety agencies ensures that capable help is available when needed (**Smith/Garrity**)

\_\_\_\_\_  
Ordinance O2024-013 – Compensation and Benefits for Municipal Judge (establish compensation and benefits for the office of Municipal Judge from and after January 1, 2025) (Muni Court)

Discussion

- The proposed salary increase includes an additional 5% to compensate for the lack of an annual cost of living increase during the judge’s four-year term (**Mayor Nicholls/Miller**)

\_\_\_\_\_  
Ordinance O2024-015 – Grant of Easement: Yuma County Water Users’ Association (authorize the grant of an easement along the south side of 28<sup>th</sup> Street, between Avenue C and 33<sup>rd</sup> Drive, for the relocation of a portion of the United States Bureau of Reclamation’s Thacker Lateral) (Eng)

Discussion

- While the Yuma County Water Users’ Association (YCWUA) originally requested that the City give up a portion of its right-of-way, the City is proposing instead to grant an easement; this will prevent the need for the City to request easements from YCWUA for work in that area in the future (**Mayor Nicholls/Wostenberg**)

\_\_\_\_\_  
Ordinance O2024-016 – Rezoning of Property: 958 S. 3<sup>rd</sup> Avenue (rezone an approximately 7,000 square foot lot from the General Commercial/Infill Overlay (B-2/IO) District to the Transitional/Infill Overlay (TR/IO) District) (ZONE-42266-2024) (Plng & Nbhd Svcs/Cmty Plng)

**Deputy Mayor Morris** declared a conflict of interest on Ordinance O2024-016 as his firm is involved in the project.

**V. EXECUTIVE SESSION/ADJOURNMENT**

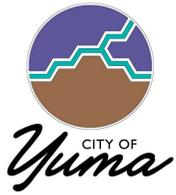
**Motion** (Morales/Morris): To adjourn the meeting to Executive Session. Voice vote: **adopted** 6-0. The meeting adjourned at 7:01 p.m.

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

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**File #:** MC 2024-066

**Agenda Date:** 6/5/2024

**Agenda #:** 2.

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**Special City Council Meeting Draft Minutes May 8, 2024**

**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**MAY 8, 2024**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 5:32 p.m.

**ROLL CALL**

Councilmembers Present: Morales, Smith, Morris, Shoop, Shelton, and Mayor Nicholls  
Councilmembers Absent: Knight (passed away 4/14/2024 – seat vacant)  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Various Department Heads or their representative  
City Attorney, Richard W. Files  
Deputy City Clerk, Janet L. Pierson

**I. DISCUSSION AND POSSIBLE ACTION**

MC 2024-063 - Permanent Extension of Premises/Patio Permit: Pour Behavior (approve a Permanent Extension of Premises/Patio Permit application submitted by Theresa Morse, agent for Pour Behavior located at 2175 S. Harley Drive) (EP24-01) (Admin/Clk)

**Motion** (Morris/Morales): To approve MC 2024-063 as recommended. Voice vote: **approved** 6-0.

**II. EXECUTIVE SESSION/ADJOURNMENT**

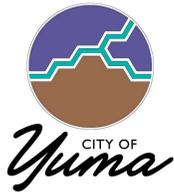
**Motion** (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 6-0. The meeting adjourned at 5:35 p.m.

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls, Mayor

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

## City Council Report

File #: MC 2024-067

Agenda Date: 6/5/2024

Agenda #: 1.

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

**TITLE:**

**Liquor License: Original Yumas Red Tacos**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by Michelle Armenta, agent for Original Yumas Red Tacos located at 2601 S. 4th Avenue. (LL24-06) (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:**

Michelle Armenta, agent for Original Yumas Red Tacos located at 2601 S. 4th Avenue, has applied for a Series #12: Restaurant Liquor License.

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

The application has been reviewed by 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:

- 1. Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

Total sqft:  
2,200 sqft

DINING ROOM

Cashiers counter  
(where beer/liquor will be sold)

Serving station

Separating table

Flat top grill & hood  
ALL COOKING

Future beer fridge

soda fridge

walk-in fridge  
(future alcoholic bev. storage)

prep table

prep table

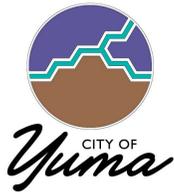
Dishwashing station

restroom outside

restroom outside

Dry items room / strictly disposable storage

exit door



# City of Yuma

## City Council Report

File #: MC 2024-068

Agenda Date: 6/5/2024

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
<b>DEPARTMENT:</b> Finance	<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
<b>DIVISION:</b> Procurement	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

**TITLE:**

**Request for Proposals Award: Professional Audit Services**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a three-year contract, with the option to renew for two additional one-year periods, at an estimated annual cost of \$106,400, depending on the appropriation of funds and satisfactory performance to: BakerTilly US, LLP, Tempe, AZ. (Finance - RFP-24-263) (Douglas Allen/Robin R. Wilson)

**STRATEGIC OUTCOME:**

This proposed award supports the City Council’s strategic outcome of Respected and Responsible, as the award assures good stewardship of public funds by utilizing the most qualified firms for audits.

**REPORT:**

The City Charter and Arizona Revised Statutes Section 9-481 require an annual fiscal audit. Audits must also meet State of Arizona Uniform Expenditure Reporting System requirements. The contract pricing is based on an approximate 2-5% increase per year over the five-year period. Pricing was also requested to allow the auditor to perform additional auditing services that may be requested for departments within the City organization at the City’s request, at the auditor’s established hourly rate.

Request for Proposals 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 RFP scoring matrix.

The City received four responses from highly qualified audit firms whose experience includes audits in most communities of the state. The firms will work with the City to conduct an audit of City financial records as required by law.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$98,055.00	1 <sup>st</sup>	BUDGETED:	\$125,000.00
	Year			
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				
001-17-40.6201				
General Fund - Finance				
Department				
To total; right click number & choose "Update Field"				

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority is provided in the City Council Tentative FY 2025 Budget

**ADDITIONAL INFORMATION:**

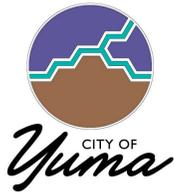
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024



# City of Yuma

## City Council Report

File #: MC 2024-072

Agenda Date: 6/5/2024

Agenda #: 3.

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

### TITLE:

**First Amendment: Concession Services Agreement**

### SUMMARY RECOMMENDATION:

Amend the existing Concessionaire Agreement with Guzman Hospitality Group LLC, for operation of the restaurant at Desert Hills Golf Course (Parks and Recreation) (Eric Urfer)

### STRATEGIC OUTCOME:

This amendment will ensure continuous food and beverage service to patrons of the Desert Hills Golf Course and the public, which aligns with City Council's strategic outcome of Connected and Engaged.

### REPORT:

The Concessions Services Agreement between the City and the Guzman Hospitality Group was signed in November of 2022. Services began in January of 2023.

After one full year of service, the Concessionaire requested the rent and utility payments be brought closer to the industry standard of 10% of the Hills Gastropub's annual gross sales. Research confirmed that the range of typical percentage of rent paid per annual gross sales for a restaurant is anywhere from 5% to 10% and utilities are around 3% to 4% of gross sales. The proposed amendment replaces the current payment schedule with a payment schedule that reflects this change.

In addition, the proposed payment schedule splits the amount currently owed in back rent and utilities into equal monthly payments throughout the remaining term of the contract. The current contract has a five-year term. This amended payment schedule would bring the Concessionaire current by the end of the of the contract.

The proposed amendment also amends Section 3.1.5 and 3.1.6 to reflect current operational adjustments made to the outdoor space that will enhance the delivery of good customer service and ensure patron safety.

**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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**FIRST AMENDMENT TO CONCESSION SERVICES  
AGREEMENT BETWEEN THE CITY OF YUMA AND  
GUZMAN HOSPITALITY GROUP LLC, DATED  
NOVEMBER 21, 2022**

WHEREAS, the City of Yuma (the “City”) executed an agreement (“Agreement”) with Guzman Hospitality Group (the “Concessionaire”) dba as “The Hills Gastropub”, on November 21, 2022 to allow the Concessionaire to operate the Hills Bar and Grill at the Desert Hills Golf Course, as defined within the Agreement; and,

WHEREAS, the Concessionaire has operated the Hills Bar and Grill at Desert Hills Golf Course for food and beverage services for golf course patrons and the public since January 2023; and,

WHEREAS, the Concessionaire is requesting to amend the Agreement to include the south of the BBQ grill area outside towards the golf course as rentable space by the Concessionaire; and,

WHEREAS, the Concessionaire wants to amend the “Attachment B” for the Payment Schedule to reflect industry standards.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SECTION 3.1.5: Service, be amended to delete the following crossed-out text:

~~3.1.5 South of the BBQ grill area outside toward the golf course, the Concessionaire will derive all revenue from any sales within the outside space, and the City will derive the revenue from the rental of the outside space. See Attachment A.~~
2. SECTION 3.1.6: Service, be amended to delete the following crossed-out text:

~~3.1.6 The Concessionaire must refer all outside event space rental requests to the City’s Civic Center staff. Any event will be booked through the Civic Center staff, and the Concessionaire will provide the food and beverages for the event. The events will be coordinated with the Concessionaire and the Golf Operations Manager before the event is booked.~~
3. Attachment B: Payment Schedule Concessionaire Services, is replaced with the amended payment schedule attached and incorporated.
4. All other terms and conditions of the original Agreement dated November 21, 2022, not expressly modified by this First Amendment shall remain in full force and effect as if fully set forth herein.

This Amendment has an effective date of \_\_\_\_\_.

City of Yuma, an Arizona  
municipal corporation

Guzman Hospitality Group LLC

\_\_\_\_\_  
John Simonton, City Administrator

\_\_\_\_\_  
Heriberto Guzman, CEO/Owner

ATTEST:

DATE:

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

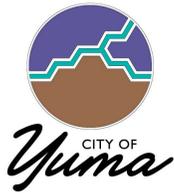
\_\_\_\_\_  
Richard W. Files, City Attorney

**Guzman Hospitality Group LLC Monthly Payments**

<b>Year</b>	<b>Month</b>	<b>Base Rent</b>	<b>Utilities</b>	<b>Back Balance Payment</b>	<b>Total Monthly Fee</b>
1	Dec-22	\$0	\$0		\$0
	Jan-23	\$0	\$0		\$0
	Feb-23	\$0	\$0		\$0
	Mar-23	\$2,700	\$4,300		\$7,000
	Apr-23	\$2,700	\$4,300		\$7,000
	May-23	\$2,700	\$4,300		\$7,000
	Jun-23	\$2,700	\$4,300		\$7,000
	Jul-23	\$2,700	\$4,300		\$7,000
	Aug-23	\$2,700	\$4,300		\$7,000
	Sep-23	\$2,700	\$4,300		\$7,000
	Oct-23	\$2,700	\$4,300		\$7,000
	Nov-23	\$5,700	\$4,300		\$10,000
Dec-23	\$5,700	\$4,300		\$10,000	
2	Jan-24	\$10,500	\$4,500		\$15,000
	Feb-24	\$10,500	\$4,500		\$15,000
	Mar-24	\$10,500	\$4,500		\$15,000
	Apr-24	\$5,700	\$4,300	\$1,866	\$11,866
	May-24	\$3,684	\$2,456	\$1,866	\$8,006
	Jun-24	\$3,684	\$2,456	\$1,866	\$8,006
	Jul-24	\$3,684	\$2,456	\$1,866	\$8,006
	Aug-24	\$3,684	\$2,456	\$1,866	\$8,006
	Sep-24	\$3,684	\$2,456	\$1,866	\$8,006
	Oct-24	\$3,684	\$2,456	\$1,866	\$8,006
	Nov-24	\$3,684	\$2,456	\$1,866	\$8,006
	Dec-24	\$3,684	\$2,456	\$1,866	\$8,006
3	Jan-25	\$3,684	\$2,456	\$1,866	\$8,006
	Feb-25	\$3,684	\$2,456	\$1,866	\$8,006
	Mar-25	\$3,684	\$2,456	\$1,866	\$8,006
	Apr-25	\$3,684	\$2,456	\$1,866	\$8,006
	May-25	\$3,684	\$2,456	\$1,866	\$8,006
	Jun-25	\$3,684	\$2,456	\$1,866	\$8,006

**Guzman Hospitality Group LLC Monthly Payments**

	<b>Jul-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Aug-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Sep-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Oct-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Nov-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Dec-25</b>	\$3,684	\$2,456	\$1,866	\$8,006
4	<b>Jan-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Feb-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Mar-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Apr-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>May-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Jun-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Jul-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Aug-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Sep-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Oct-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Nov-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Dec-26</b>	\$3,684	\$2,456	\$1,866	\$8,006
5	<b>Jan-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Feb-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Mar-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Apr-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>May-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Jun-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Jul-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Aug-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Sep-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Oct-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Nov-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
	<b>Dec-27</b>	\$3,684	\$2,456	\$1,866	\$8,006
<b>Total</b>		<b>\$232,296</b>	<b>\$168,864</b>	<b>\$83,970</b>	<b>\$485,130</b>



# City of Yuma

## City Council Report

**File #:** MC 2024-069

**Agenda Date:** 6/5/2024

**Agenda #:** 4.

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

**TITLE:**

**Request for Proposals Award: Transaction Privilege (Sales) and Use Tax Auditing Services**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a one-year contract, with the option to renew for four additional one-year periods, at an estimated annual expenditure of \$60,000.00, depending on the appropriation of funds and satisfactory performance to Albert Holler & Associates, Queen Creek, Arizona. (Finance - RFP-24-252) (Douglas Allen/Robin R. Wilson)

**STRATEGIC OUTCOME:**

This supports the City Council's strategic outcome of Respected and Responsible, as it assures the City is being a good steward of public funds by utilizing the firm to maximize revenues to the City and educate business owners.

**REPORT:**

In January 2015, the Arizona Department of Revenue (DOR) assumed responsibility for collecting sales taxes (transaction privilege taxes) for all Arizona municipalities. As part of this change, DOR also assumed responsibility for auditing those collections. At the same time, DOR staffing levels within the department has hampered the ability to conduct audits within those cities.

Since the change, the City has noted a significant drop in the number of local audits conducted by DOR. These audits are necessary to ensure that taxes are collected and reported properly, and the taxes passed onto the consumer are correct. Several local businesses have expressed support of an audit program to make sure that businesses complying with the law are not left at a competitive disadvantage.

A Request For Proposal (RFP) process was initiated to obtain proposals. The evaluation committee, comprised of City staff and outside representation, reviewed and rated the only proposal received, based on the scoring matrix in the RFP. The firm is a highly experienced audit firm that includes audits in most communities of the state. The firm will work with the City to conduct an audit of financial records required by law. The number of audits to be performed in a 12-month period is estimated to be a minimum of 12.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 60,000.00	BUDGETED:	\$ 60,000.00
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 \$60,000.00			
001-17-40.6291			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Ensuring TPT compliance, education and dollars recovered for the City greatly exceeds the auditor fees.

**ADDITIONAL INFORMATION:**

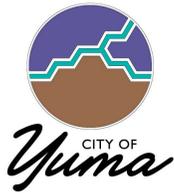
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024



# City of Yuma

## City Council Report

**File #:** MC 2024-070

**Agenda Date:** 6/5/2024

**Agenda #:** 5.

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

**TITLE:**

**Bid Award: 28th Street Reconstruction Project**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a construction services contract for road and infrastructure improvements on 28<sup>th</sup> Street from 4th Avenue to Madison Avenue and on Virginia Drive from 28th Street to 27th in the amount of \$846,255.30 to the lowest responsive and responsible bidder, DPE Construction, Inc., Yuma, Arizona. (Engineering RFB-23-277) (David Wostenberg/Robin R. Wilson)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Safe and Prosperous by providing a safe and reliable road for many years.

**REPORT:**

The project will reconstruct the existing pavement section to current City standards for 28th Street from 4th Avenue to Madison Avenue, as well as along Virginia Drive from 28th Street to 27th. The project will include the installation of 434 linear feet of 6" C900 water line along Virginia Drive from 28th Street to the north. This line will feature one fire hydrant and will connect four water services. The existing asphalt will be removed before the installation of the water line and will be replaced with a 3" AC/10" ABC. In addition, improvements will be made to sidewalk ramps and striping will be included.

Three bids were received by the following general contractors:

<b>DPE Construction, Inc.</b>	<b>\$ 846,255.30</b>
Gutierrez Canales Engineering	\$ 875,855.41
PAP LLC	\$ 1,134,740.20

This project is anticipated to begin on July 8, 2024, and last for 150 calendar days.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 846,255.30	BUDGETED:	\$ 1,000,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$846,255.30

City Road Tax: 102-97-77.8140 \$740,609.10		
Water Enterprise: 421-97-77.8140 \$ 81,446.20		
Wastewater Enterprise: 431-97-77.8140 \$ 24,200.00		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

Sufficient budget capacity is provided in the City Council Adopted FY 2024 Budget and Capital Improvement Plan (CIP) and has been carried forward in the City Council Tentative FY 2025 Budget and CIP.

**ADDITIONAL INFORMATION:**

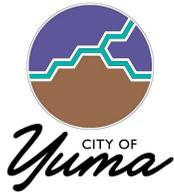
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024



# City of Yuma

## City Council Report

File #: R2024-016

Agenda Date: 6/5/2024

Agenda #: 1.

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

### TITLE:

**Ratification of Intergovernmental Agreement: Yuma Elementary School District No. 1 School Safety Program Grant for School Resource Officers**

### SUMMARY RECOMMENDATION:

Ratify execution of a three-year Intergovernmental Agreement (IGA) with the Yuma Elementary School District No. 1 (District) for School Resource Officer (SRO) services. (Police/Patrol) (T. Garrity)

### STRATEGIC OUTCOME:

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

### REPORT:

The City of Yuma Police Department provides policing services to Yuma Elementary School District No. 1, which includes Fourth Avenue Junior High School, Castle Dome Middle School, Gila Vista Junior High School, Ron Watson Middle School, Woodard Junior High School. The services consist of classroom instruction, mentoring and coaching of students, enhanced security on campuses, criminal investigations, and response to criminal activity.

The IGA requires the SROs to be present on District school campuses and District events, before and after school hours, such as meetings of the District Governing Board. The District approves funding under Section 8 of the IGA.

This IGA is for a three-year term commencing February 13, 2024, through June 30, 2026.

**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:**

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

**ADDITIONAL INFORMATION:**

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

None

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY OF YUMA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YUMA ELEMENTARY SCHOOL DISTRICT NO 1.**

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

WHEREAS, Yuma Elementary School District No. 1 (“District”) and the City of Yuma (“City”) are authorized by A.R.S. § 11-952 et seq., Article III, Section 13, of the Yuma City Charter, and A.R.S. § 15-342.13 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

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

WHEREAS, through this Agreement, the Yuma Police Department (“YPD”) will assign SROs for the school year or approximate 10-month period to the District to perform the services listed in the agreement.

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

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

SECTION 2: On behalf of the City of Yuma, The City Administrator is authorized and directed to execute the document titled, *School Safety Program Grant between Yuma Elementary School District No. 1 and the City of Yuma through the Yuma Police Department- February 13, 2024- June 30, 2026*. The attached Intergovernmental agreement is incorporated into this Resolution by reference.

Adopted this \_\_\_\_\_ day of May, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

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Richard W. Files  
City Attorney

**SCHOOL SAFETY PROGRAM GRANT  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**YUMA ELEMENTARY SCHOOL DISTRICT NO. 1**

**Fourth Avenue Junior High School, Castle Dome Middle School,  
Gila Vista Junior High School, Ron Watson Middle School,  
Woodard Junior High School**

**AND**

**THE CITY OF YUMA THROUGH THE  
YUMA POLICE DEPARTMENT**

**February 13, 2024 – June 30, 2026**

## **INTERGOVERNMENTAL AGREEMENT FOR SCHOOL SAFETY PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (Agreement) for a School Safety Program is entered February 13, 2024 (Effective Date), by and between the YUMA ELEMENTARY SCHOOL DISTRICT NO. 1 (District) (Fourth Avenue Junior High School, Castle Dome Middle School, Gila Vista Junior High School, Ron Watson Middle School, Woodard Junior High School - School Safety Program Grant) and the City of Yuma (City) through the Yuma Police Department (YPD) each of which is a public agency of the State of Arizona as that term is defined A.R.S. § 11-951.

WHEREAS, the School Safety Program was established by ARS 15-154 in 1994 and amended by SB 1099, signed by the Governor on April 17, 2017, for the purpose of placing School Resource Officers (SRO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are conducive to teaching and learning; and,

WHEREAS, through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with law-related education, instruction, and training; and,

WHEREAS, SROs develop positive interactive relationships with the students, the staff, and the community that they serve; and this proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police and juvenile probation departments; and,

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

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

WHEREAS, through this Agreement, YPD will assign five SROs for 11-month positions to the District to perform the services listed in Section 4 herein,

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

## **1. DURATION OF AGREEMENT**

This Agreement shall begin on Effective Date, and shall terminate on June 30, 2026, provided the District's School Safety program is approved for funding in fiscal years 2023-2024, 2024- 2025, and 2025-2026.

## **2. RECOMMENDED QUALIFICATIONS OF OFFICER (S)**

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

- Desire to work with students, parents and educators.
- Willingness to teach law-related education.
- Supportive of and committed to prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse set of individuals.
- Supportive of and committed to the philosophy of the School Safety Program.
- Willingness to attend law-related education basic and advanced training to implement and maintain Law-Related Education (LRE) programs to meet the needs of the students.
- Member of the City of Yuma Police Department.
- AZPOST certified general instructor.

## **3. SELECTION PROCESS**

The School Safety Program is a partnership between the school and law enforcement agency. Therefore, to the extent possible, Officers and YPD commit to a minimum three-year assignment at the same school, in conjunction with the School Safety Program grant cycle.

The selection of the right officer is one of the most important aspects of making the School Safety Program successful. Therefore, the selection process should identify officers who are best suited to the work as school resource officers.

Involving the school administration in the selection process after the final candidates have been selected by the YPD is important because:

- The school administrator can identify the needs of the school.
- The school administrator can identify the type of personality that will work best in a specific school environment.
- The school administrator can provide insights into what is required to be effective in the school community.
- The school administrator can provide a critical understanding of the School Safety Program.

Notwithstanding the above paragraph, YPD shall select the SRO, and may, but is not required to, involve the District in selecting the SRO.

#### **4. SERVICES TO BE PERFORMED**

The District or the school shall provide office space that provides privacy for the SROs to conduct confidential business. The offices shall include the necessary equipment for an SRO to effectively perform his or her duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and access to a printer, as provided in the grant.

The District shall provide a complete copy of the grant application and award to each officer by July 31 or as soon as the SRO begins service at the site.

#### **The role of SROs at Yuma Elementary School District No. 1:**

**The SROs support of the School Safety Program is vital to the success of the program.**

SROs must be present and accessible on the school campus to which they are assigned at least 80% of their regular, full-time working hours per week. Absent an emergency, the SROs shall not be called away from their designated schools.

The District shall not be invoiced for the officers' time in the following circumstances:

- The SRO is called away from the campus for police business (not including mandatory training, meetings, or crises);
- The SRO takes vacation or personal leave during days on the regular, published school calendar;
- The City asks the officer to attend training that is not mandatory for the SRO position.

Except in a crisis, as soon as possible in advance of an officer being off campus during his/her scheduled hours, each SRO will notify the school principal or designee and front office staff according to procedures mutually acceptable to the officer and the school administrator.

The SRO has three basic roles: (1) serve as a law enforcement officer/public safety specialist, (2) serve as a law-related educator, and (3) act as a positive role model. The duties of each role are set forth in the School Safety Program Guidance Manual.

#### **5. WHEN SCHOOL IS NOT IN SESSION DURING SUMMER BREAK AND INTERSESSION**

The SROs will be assigned to the district for an 11-month period, as specified below. During summer break, as set forth on the District's calendar for the relevant school year, when summer school or summer school planning is not in session or as agreed upon by the District and YPD, and during intercession the SRO(s) will return to the Yuma Police Department for assignment. SROs on campuses with summer school in session will spend hours during the day when students are not present planning Law Related Education lessons with the summer school teachers or with other SROs for the upcoming academic year. SROs may also use those hours to conduct building safety checks or analyze school discipline records in order to make recommendations to their School Safety Teams.

## **6. OFFICER AND ADMINISTRATOR TRAINING**

The Arizona Foundation for Legal Services and Education is the contracted agency for law- related education. Training in LRE is essential to successfully implement the LRE requirements of the grant in the classroom.

The Yuma Police Department supervisor and the District administrator who oversee the School Safety Program, as well as each school principal and/or designee will attend training as required by the Arizona Department of Education to maintain the School Safety Grant in good standing.

Officers new to the School Safety Program will be required to attend new officer training, and all other SROs will be required to continue the development of their skills by annually attending advanced LRE Workshops. SRO attendance at training will be mutually agreed upon by a District-level administrator and a Sergeant or higher within the School Services Bureau prior to registration.

## **7. PERFORMANCE EVALUATION**

A biannual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. It is at the discretion of the law enforcement agency to include the school's evaluation in the officer's official folder. Only SROs that have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Any problem at the school between the SRO and the school should first be addressed between the SRO and school administration. If a resolution is not reached, the District and YPD shall attempt to resolve the problem in good faith as set forth in Section 17 of this Agreement. The school administration shall immediately notify the SRO's Sergeant of all problems between the school and the SRO and how the matters were resolved. In the event the matters were not resolved, the school administration shall notify the Sergeant of the suggested resolution(s), and the reason(s) a resolution was not reached.

## **8. FINANCE AND BUDGET**

Upon the District receiving the approved funding for each fiscal year from the Department of Education, the monies will be budgeted and paid as follows:

### **A. District Payment to YPD**

The District will pay up to the budgeted amount for each position in accordance with the schedule attached hereto as Attachment A. The amount of \$410,466.99 is the

maximum amount the District can pay for each fiscal year for all SRO salary and employee related expenses.

The parties understand that, although the District cannot pay more than the maximum annual amount during the term of this Agreement, they may need to reallocate an individual school's allocation. If a reallocation is required, the parties will amend the Agreement for the affected fiscal year.

The parties acknowledge that the Grant requires SROs to travel for Grant-specific training and provides funding for that purpose. To the extent that the District has School Safety Grant funding for travel, it will pay the expenses for SROs attending Grant-related training. In that event, the District will directly arrange and pay for any registration, hotel, rental car and gas costs. The District will compensate the SROs directly, after the fact, for their per diem expenses at the State-approved rate for school districts. If the City requires SROs to attend any other training, the City will arrange for and fund the entire costs of those trainings according to the City's established procedures.

#### **B. Payment Terms**

Upon receipt of quarterly, itemized invoices from the City of Yuma, the District shall remit quarterly payments, which shall not exceed an annual total of \$410,466.99

Annual funding from the Grant will not increase during the three-year term of the Grant. Therefore, if any salary increases are granted by the City of Yuma to its police officers during the life of the grant, the cost of those increases for the SROs covered in this agreement shall be paid by the City. There is no funding in the Grant for overtime for SROs. If it is necessary for police officers to attend District functions after regular school hours, the school administrator will work with the individual SRO to flex his/her hours.

### **9. FUND ACCOUNTING**

Funds distributed to the City of Yuma shall be handled and accounted for in accordance with the regular operating procedures established by the City of Yuma. Any interest earned on these monies while in the possession of the City of Yuma shall accrue to the City of Yuma and may be used by the City of Yuma for the "Safe Schools Program." The District shall pay within thirty (30) days of receipt of the invoice from the City and shall pay late fees as established between the district and the City. Late fees shall not be paid from School Safety Grant funds.

### **10. REPORTING AND RECORDS**

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement. The SRO(s) shall establish and maintain procedures and controls that are acceptable to the City of Yuma for the purpose of assuring that

no information contained in the SROs' records or obtained from the YPD or from others carrying out its functions shall be disclosed by the SROs, or anyone under their supervision, except as is necessary in the performance of the SROs' duties as described herein.

As required by the Arizona Department of Education for School Safety Program grants, specific records will be maintained by each agency as listed below. Each partner will supply any necessary records to the other partner as necessary to comply with this section, to carry out the activities of the School Safety Program, or for grant monitoring visits.

City of Yuma Police Department:

- Weekly Activity Logs for each officer
- Performance Assessment for each officer

School District:

- Program Applications for each awarded school
- Training certificates/records specific to the Grant
- Mid-Year and year-end Reports, if required by the Arizona Department of Education
- Operational Plans
- School Safety Assessment and Prevention Team (SSAPT) documentation

**11. MODIFICATION AND TERMINATION**

A. Termination

This Agreement may be terminated by either party if in its judgment such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) either party's failure to implement or operate the approved "Safe Schools Program"; or (d) either party's non-compliance with this Agreement. Any termination must be in writing, stating the reason therefore, sent by certified mail and is effective upon thirty (30) days notice to the other party. Upon termination of this agreement, the parties shall return any property to its original owner.

B. Modification

Any modification to this Agreement must be by mutual written consent signed by both parties.

**12. EMPLOYMENT STATUS OF SRO(s)**

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

The YPD will have the sole authority over: (1) the assignment of the police officer(s); (2) the determination of the SROs' hours; (3) discipline of the SROs; and (4) the implementation of policies and procedures in the handling of law enforcement matters.

Notwithstanding the above, in acknowledgement of the SROs' need to interact with students and to meaningfully participate in the educational and supervisory roles of the SRO, the District shall designate each SRO as a "school official with a legitimate need" under the terms of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). This designation shall allow the SRO to inspect any student records required by the SRO to carry out his/her duties. The SRO shall not secondarily disclose such records to the Department.

### **13. ENTIRE AGREEMENT**

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

### **14. INVALIDITY OF PART OF THE AGREEMENT**

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

### **15. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona. The Parties hereby waive all provision of law provision for a change of venue in such proceeding in any other county.

### **16. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

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

### **17. DISPUTE RESOLUTION NOTICE**

If there is a dispute, the Parties shall make a good faith effort to resolve the dispute.

**18. CONFLICT OF INTEREST**

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

**19. STUDENT CONFIDENTIALITY**

Both parties will ensure that the dissemination and disposition of educational records complies at all times with the FERPA and any subsequent amendments thereto.

**20. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS**

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

**21. COMPLIANCE WITH FINGERPRINTING REQUIREMENTS**

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

**22. WORKERS' COMPENSATION**

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

Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

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

**23. NOTICE AND REQUESTS**

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

- (i) Personally delivered to the undersigned representatives listed below at the addresses set forth below;
- (ii) Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or
- (iii) Prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a party's counsel or other authorized recipient, the notice is deemed to have been received on the date on which the undersigned representative received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma  
Attn: City Administrator  
One City Plaza  
Yuma, AZ 85364

Yuma Elementary School District No.  
1 Attn: Superintendent  
450 W. 6<sup>th</sup> St.  
Yuma, AZ 85364

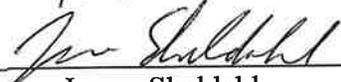
IN WITNESS WHEREOF, the parties thereto have executed this AGREEMENT on the date written below:

**District: Yuma Elementary School District No. 1**

**City of Yuma**

Dated: 3/20/2024

Dated: \_\_\_\_\_

By:   
James Sheldahl

By: \_\_\_\_\_  
Jay Simonton

Title: Superintendent, Yuma School District No. 1

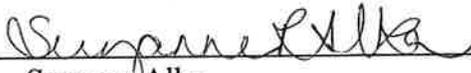
Title: Administrator, City of Yuma

**Grant Project Director**

**Agency: Yuma Police Department**

Dated: 4/15/2024

Dated: \_\_\_\_\_

By:   
Suzanne Alka

By: \_\_\_\_\_  
Thomas Garrity

Title: Associate Superintendent

Title: Chief of Police

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Richard Files, City Attorney

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

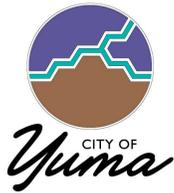


\_\_\_\_\_  
Carrie O'Brien  
Attorney for the District  
Gust Rosenfeld P.L.C.

**Attachment A**

The District shall annually pay up to the budgeted amount for each position in accordance with the following schedule:

<b>School</b>	Castle Dome	Fourth Avenue	Gila Vista	Ron Watson	Woodard
<b>Amount</b>	\$80,671.29	\$82,897.38	\$86,542.91	\$77,086.17	\$83,269.24



# City of Yuma

## City Council Report

**File #:** R2024-017

**Agenda Date:** 6/5/2024

**Agenda #:** 2.

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

**TITLE:**

**Extension of Delegation Agreement: Arizona Department of Environmental Quality**

**SUMMARY RECOMMENDATION:**

Authorize the extension of the Delegation Agreement with the Arizona Department of Environmental Quality (ADEQ) for the issuance of open burning permits until May 23, 2026. (Fire Department/Community Risk Reduction) (Dustin Fields)

**STRATEGIC OUTCOME:**

Extending this agreement furthers the Safe and Prosperous strategic outcome.

**REPORT:**

On February 21, 2014, the City entered into a Delegation Agreement (Agreement) with ADEQ whereby ADEQ delegated its authority to the City to issue open burning permits pursuant to A.R.S. § 49-107. That agreement expired on May 23, 2024. ADEQ and the Yuma Fire Department (YFD) want to extend the Agreement for two years until May 23, 2026.

YFD issues approximately 10-15 open burn permits, and about five bonfire permits annually on behalf of ADEQ. Not only are fire safety concerns addressed in the application process, but the permits are also reviewed for compliance with relevant Arizona Administrative Code related to air quality and safety. Historically, ADEQ has periodically audited the program and has taken copies of all the issued burn permits within the audit period to account for volume of emissions. ADEQ also provides feedback periodically on the permit applications to ensure ADEQ has the data it needs for its air quality program.

**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:**

No additional fiscal impact outside of normal duties of current fire inspection staff is required for this extension of the delegation authority agreement.

**ADDITIONAL INFORMATION:**

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

- Original Agreement dated 2/21/14
- Amendment No. 1

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, EXTENDING A DELEGATION AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE CITY OF YUMA, ARIZONA**

WHEREAS, A.R.S. § 49-107 generally authorizes ADEQ to delegate to a local environmental agency, county health department, public health services district, or municipality, any functions, powers, or duties which ADEQ believes can be competently, efficiently, and properly performed by the local agency; and,

WHEREAS, A.R.S. § 49-501(D) specifically permits ADEQ to delegate authority for the issuance of open burn permits to a county, city, town, fire district, or its assigned private fire protection service provider; and,

WHEREAS, the City of Yuma (“City”) meets the delegation qualification as set forth in A.R.S. § 49-501(D); and,

WHEREAS, on February 21, 2014, the City entered into a delegation agreement with ADEQ to perform all functions and duties in A.R.S. § 49-501 and A.A.C. R18-2-602 pertaining to issuing permits for open burning on ADEQ’s behalf; and,

WHEREAS, that delegation agreement had a term of ten years and is need of extension.

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

SECTION 1: The City Administrator is authorized and directed to execute an extension of the City’s delegation agreement with ADEQ to May 23, 2026 in the attached form of Amendment No. 1, incorporated into this resolution by reference.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

\_\_\_\_\_  
Richard W. Files  
City Attorney





# City of Yuma

## City Council Report

**File #:** R2024-019

**Agenda Date:** 6/5/2024

**Agenda #:** 3.

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

**TITLE:**

**Intent to Create Municipal Improvement District No. 125: Saguaro Units 5 & 6**

**SUMMARY RECOMMENDATION:**

Approve the creation of Municipal Improvement District (MID) No. 125 to serve Saguaro Units 5 & 6 located at the southwest corner of Mississippi Avenue and 44<sup>th</sup> Street. (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. 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:**

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 widely- 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 Saguaro Units 5 & 6. 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. 125: Saguaro Units 5 & 6, which is located at the southwest corner of Mississippi Avenue and 44<sup>th</sup> Street.

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING ITS INTENTION TO CREATE MUNICIPAL IMPROVEMENT DISTRICT NO. 125, SERVING SAGUARO UNITS 5 & 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 SAGUARO UNITS 5 & 6**

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 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 Saguaro Units 5 & 6 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 Saguaro Units 5 & 6 will provide a dedicated stream of funding for the maintenance of those improvements and will provide 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 Saguaro Units 5 & 6 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 Saguaro Units 5 & 6; 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 Saguario Units 5 & 6 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. 125, serving Saguario Units 5 & 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 Saguario Units 5 & 6, is hereby created.

SECTION 3: The expenses of MID No. 125 shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 *et seq.*

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. 125 and a diagram for MID No. 125 to Mayor and City Council for consideration to declare an intention to order improvements to MID No. 125 as provided in A.R.S. § 48-576.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**

125

---

MID#

---

Saguaro Unit Nos. 5 & 6

---

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 \_\_\_\_\_, 20\_\_\_\_\_.

[SIGNATURES ON FOLLOWING PAGES]

**"Property Owner"**

Property Tax Parcel Numbers: ~~100~~ 197-15-002

By: [Signature]

Name: Brian Hall

Title: Manager

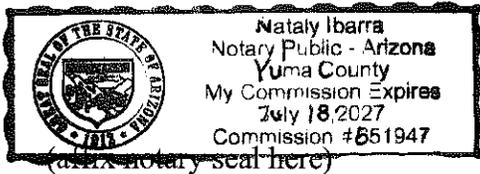
Address: 306-1 S. Ac B Yuma AZ 8536-1

Date: 4/26/24

(ACKNOWLEDGMENT)

STATE OF Arizona )  
 ) ss.  
COUNTY OF Yuma )

This instrument was acknowledged before me on April 26, 2024  
by Brian Hall, as Manager of SD Development a(n) Yuma LLC  
on behalf of the Yuma LLC



[Signature]  
Notary Public in and for the State of AZ

[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"

**Saguaro Unit No. 5**  
**LEGAL DESCRIPTION**

That portion of the Southwest quarter 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 Southeast corner of the Southwest quarter of said Section 15;

Thence North  $00^{\circ}12'54''$  West along the East line of the Southwest quarter of said Section 15 a distance of 1535.03 feet to the TRUE POINT OF BEGINNING;

Thence North  $89^{\circ}52'43''$  West parallel with and 1535.00 feet northerly of the South line of the Southwest quarter of said Section 15 a distance of 793.35 feet;

Thence South  $00^{\circ}07'17''$  West a distance of 156.00 feet;

Thence North  $89^{\circ}52'43''$  West parallel with and 1379.00 feet northerly of the South line of the Southwest quarter of said Section 15 a distance of 431.00 feet;

Thence North  $00^{\circ}07'17''$  East a distance of 156.00 feet;

Thence North  $89^{\circ}52'43''$  West parallel with and 1535.00 feet northerly of the South line of the Southwest quarter of said Section 15 a distance of 134.00 feet;

Thence North  $00^{\circ}07'17''$  East a distance of 1114.71 feet to a point on the North line of the Southwest quarter of said Section 15;

Thence North  $89^{\circ}53'51''$  East along the North line of the Southwest quarter of said Section 15 a distance of 1351.79 feet to the Northeast corner of the Southwest quarter of said Section 15;

Thence South  $00^{\circ}12'54''$  East along the East line of the Southwest quarter of said Section 15 a distance of 1120.01 feet to the TRUE POINT OF BEGINNING.

Aforementioned parcel contains approximately 36.3022 acres.

EXHIBIT "A"

**Saguaro Unit No. 6**  
**LEGAL DESCRIPTION**

That portion of the Southwest quarter 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 Northwest corner of the Southwest quarter of said Section 15;

Thence North  $89^{\circ}53'51''$  East along the North line of the Southwest quarter of said Section 15 a distance of 1299.59 feet;

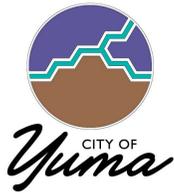
Thence South  $00^{\circ}07'17''$  West a distance of 1114.71 feet;

Thence North  $89^{\circ}52'43''$  West parallel with and 1535.00 feet northerly of the South line of the Southwest quarter of said Section 15 a distance of 1293.59 feet to a point on the West line of the Southwest quarter of said Section 15;

Thence North  $00^{\circ}11'16''$  West along the West line of the Southwest quarter of said Section 15 a distance of 1109.65 feet to the point of BEGINNING.

Aforementioned parcel contains approximately 33.1043 acres.





# City of Yuma

## City Council Report

**File #:** R2024-021

**Agenda Date:** 6/5/2024

**Agenda #:** 4.

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

**TITLE:**

**Intergovernmental Agreement: Arizona Department of Transportation - Highway User Revenue Funding Exchange**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) regarding receiving Highway User Revenue Funding (HURF) exchange funding in the amount of \$900,000 for the construction of a box culvert, located on Avenue 7E and 40<sup>th</sup> Street. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

This project supports the City Council's strategic outcome of Safe and Prosperous through reliability and safety for the traveling public.

**REPORT:**

The City is paying for Yuma Mesa Irrigation District to remove the existing siphon on "A" Canal and replace it with a box culvert, located on Avenue 7E and 40<sup>th</sup> Street. The City desires to utilize HURF Exchange funding from ADOT in the amount of \$900,000 to reimburse the grant contingency funding utilized for this project in the same amount.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 3,050,474.85
STATE FUNDS:	\$ 900,000.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$900,000.00	Development Fees and City Road Tax funds.	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Constructing a box culvert will have a financial impact on the city, granting of this resolution will lessen the fiscal impact received by the City.

**ADDITIONAL INFORMATION:**

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

NONE

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-021**

**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 CONSTRUCTION OF THE AVENUE 7E AND 40<sup>TH</sup> STREET BOX CULVERT**

WHEREAS, the City of Yuma (City) desires to enter into the attached Intergovernmental Agreement (Agreement) with the Arizona Department of Transportation (ADOT) to remove the existing siphon on “A” Canal and replace the siphon with a box culvert at Avenue 7E and 40<sup>th</sup> Street (Project); and,

WHEREAS, the Yuma Metropolitan Planning Organization (YMPO) has confirmed the Project’s eligibility for Federal Surface Transportation Block Grant Funding (STBG); and,

WHEREAS, YMPO will transfer 100% of applicable STBG Apportionments and Obligation authority for the Project from ADOT in exchange for Arizona Highway User Revenue Funds (HURF) less 10%; and,

WHEREAS, the City will enter into an agreement with ADOT to receive HURF funds for reimbursement of construction costs up to the amount of available funds (\$900,000); and,

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

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into the attached Agreement.

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

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the construction of the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Intergovernmental Agreement attached as Exhibit A on behalf of the City of Yuma.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

\_\_\_\_\_  
Richard W. Files  
City Attorney

ADOT CAR No.: IGA 24-0009606-I  
AG Contract No.: P0012024000943  
Project Location/Name: A Canal; 7E &  
40<sup>th</sup> Street  
Type of Work: Replace Box Culvert  
ADOT Project No.: T0551 01C  
TIP/STIP No.: YU-23-11C  
CFDA No.: 20.205 – Highway Planning  
and Construction  
Budget Source Item No.: HURF Exchange

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes §§ 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 the “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as “Parties.”

### **I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-334 and § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency desires to utilize HURF Exchange funding for construction to remove existing siphon on “A” Canal and replace with a new box culvert, located on Avenue 7E and 40<sup>th</sup> Street, hereinafter referred to as the “Project.” The primary purpose of this Project is the improvement of the efficiency, reliability and safety of the traveling public.
4. The Project is located on a major collector on the federal aid system. The Yuma Metropolitan Planning Organization (YMPO) has confirmed the Project’s eligibility for federal Surface Transportation Block Grant Program (STBGP) funds for areas with population of 200,000 or less according to the most recent annual population estimates produced by the Arizona Department of Administration.

5. All phases of the Project are programmed in the approved, fiscally-constrained portion of the applicable Transportation Improvement Program (TIP) as “HURF Exchange.”
6. No phase of the Project has previously been funded with any category of federal aid funding.
7. No phase of the Project is currently programmed with any category of federal aid funding.
8. The Local Agency has represented to the State that it will be able to, and will, meet the schedule requirements of this Agreement.
9. The foregoing Recitals shall be incorporated into this Agreement.

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

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**II. DEFINITIONS AND ACRONYMS**

<b>Apportionments</b>	Surface Transportation Block Grant Program funds provided by ADOT to COGs, MPOs, and Transportation Management Areas on a discretionary basis.
<b>Authorization</b>	The approval by ADOT of the use of HURF Exchange funding for a Project phase.
<b>Change in Scope</b>	Any change to a project or project phase which increases the footprint or adds or decreases features to a project (for example: pedestrian bridge, roundabout, traffic signal, etc.).
<b>COG</b>	Council of Governments
<b>Date of Authorization</b>	The date on which the State approves the use of HURF Exchange funding for a Project phase. This is also the date on which HURF Exchange funded costs for the Project phase may begin to be incurred.
<b>Eligible Costs</b>	Costs directly associated with the design, acquisition or right of way, and construction of the Project, including necessary safety items. Other items unavoidably required for the primary purpose of the Project, which is to improve the efficiency and safety of motor vehicle travel on the roadway, may be considered part of the Eligible Costs. These items may include utility relocation, sidewalks, the Americans with Disabilities Act (ADA) ramps and safety features.
<b>Federal Highway Administration (FHWA)</b>	A division of the US Department of Transportation specializing in highway transportation.
<b>Final Project Phase Amount</b>	Total cost of the Project phase based on the contract, less any Ineligible Costs but including a reasonable amount for construction engineering and contingency. For Project phases performed using the Local Agency’s own forces, the Final Project Phase Amount is the amount for the respective phase

as estimated in the “Project Cost Estimate” in the HURF Exchange Cost and Schedule tool workbook.

<b>Final Voucher</b>	The final accounting of the Project, prepared by ADOT after the Project is fully complete.
<b>Fully Executed Intergovernmental Agreement (IGA)</b>	An IGA which has received all required approvals and opinions and has been signed by all parties.
<b>Arizona Highway User Revenue Fund (HURF)</b>	The State of Arizona taxes motor fuels and collects a variety of fees and charges relating to the registration and operation of motor vehicles on the public highways of the State. These collections include gasoline and use-fuel taxes, motor-carrier taxes, vehicle-license taxes, motor vehicle registration fees and other miscellaneous fees. These revenues are deposited in the Arizona HURF and are then distributed to the cities, towns and counties and to the State Highway Fund. These taxes represent a primary source of revenues available to the State for highway construction, improvements and other related expenses.
<b>HURF Exchange Funding</b>	State Highway Funds which are exchanged for federal Surface Transportation Block Grant Program funds for areas of under 200,000 population and under 5,000 population pursuant to Arizona Revised Statutes §28-6993.G. HURF Exchange Funding will be credited to the applicable COG or MPO at 90% of the amount of the federal Surface Transportation Block Grant Program funds programmed for the Project in the TIP.
<b>HURF Exchange Project Forms</b>	The forms in Attachment One, prescribed by ADOT and to be used by the Local Agency for HURF Exchange Projects, completed, approved and signed as required. The forms include: <ul style="list-style-type: none"> <li>• HURF Exchange Project Scoping Form</li> <li>• HURF Exchange Project Cost Estimate</li> <li>• HURF Exchange Project and Draw Schedule</li> <li>• HURF Exchange Draw and Final Reimbursement Invoice</li> </ul>
<b>IGA</b>	Intergovernmental Agreement
<b>Ineligible Costs</b>	Costs which are not eligible. Ineligible Costs include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Maintenance, which is scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (crash) or season (potholes), or work requiring regular recurring attention, such as fence repair, culvert cleanouts, etc.</li> <li>• Scoping</li> <li>• Costs incurred prior to finance Date of Authorization</li> <li>• Any items outside of the Project right of way</li> <li>• Utility relocation which is not directly and unavoidably caused by the</li> </ul>

- HURF Exchange Project
- Betterments of utilities
- Any other costs which are not Eligible Costs as defined above

<b>Maintenance</b>	Scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (such as an accident) or season (such as potholes), or work requiring regular recurring attention, such as fence repair, culvert cleanouts, and other ongoing work.
<b>MPO</b>	Metropolitan Planning Organization
<b>Obligation</b>	The application of State Highway Funds on a project phase in the State's accounting system.
<b>Obligation Authority (OA)</b>	The amount of Apportionments which may be obligated in a federal fiscal year. ADOT provides Obligation Authority, on a discretionary basis, to COGs/MPOs.
<b>Substantial Completion</b>	<p>The Project is substantially complete when all of the following, as applicable, have occurred:</p> <ul style="list-style-type: none"> <li>• All lanes of traffic of the completed Project are finished and accepted and traffic can move unimpeded through the Project at the posted speed.</li> <li>• All signage is in place and accepted.</li> <li>• All guardrails, drainage devices, ditches, excavation and embankment have been accepted.</li> <li>• The only work left for completion is incidental, away from the paved portion of the road, and does not affect the safety or convenience of the traveling public.</li> </ul>
<b>Surface Transportation Block Grant Program (STBGP)</b>	A category of funding under the federal aid highway program. The subcategories of STBGP applicable to the HURF Exchange program are Under 200,000 Population categories.
<b>TIP</b>	Transportation Improvement Program

**III. SCOPE OF WORK**

1. The Local Agency has represented to the State that it will be able to complete the Project phases according to the Funding Transfer and Authorization Schedule table below.

<b>Funding Transfer and Authorization Schedule Table</b>				
Project Phase(s) Programmed in TIP Intended as HURF Exchange	Fiscal Year Programmed	STBGP Apportionments and OA Charged to COG/MPO*	HURF Exchange Funding Credited to COG/MPO	Deadline to Submit Authorization Request to ADOT
Design				
Right of Way				
Construction	2024	\$1,000,000.00	\$900,000.00	5/15/2024
Other:				
TOTAL		\$1,000,000.00	\$900,000.00	
*STBGP Apportionments <u>and</u> Obligation Authority will be charged to the COG/MPO at 100% of this amount.				

2. The State will:

a. Make the following funding transfers prior to the Authorization of each Project phase:

- (1) Transfer 100% of the applicable STBGP Apportionments and Obligation authority for the respective Project phase from the applicable COG/MPO to the State.
- (2) Transfer HURF Exchange funding to the COG/MPO in the amount of 90% of the applicable STBGP Apportionments and Obligation Authority for the respective Project phase.

These transfers will be made only after, and are conditioned upon, completion of the prior phase, if any, and receipt of an Authorization request and required documents for the phase to which the transfer applies.

- b. After completion of the above transfers for each Project phase, give Authorization, obligate HURF Exchange funding, and notify the Local Agency that the phase may be advertised, consultants or contractors may be selected, or work can begin.
- c. After receipt of the final itemized budget and Final Project Phase Amount for each Project phase, review and adjust the amount authorized and obligated in the State's accounting system, as necessary, to be equivalent to the Final Project Phase Amount.

If the Final Project Phase Amount is:

- (1) Less than the amount obligated for that phase, release any excess HURF Exchange Funding from the Project phase and return it to the COG/MPO for reprogramming.
- (2) Greater than the amount of HURF Exchange Funding obligated, the Local Agency is solely responsible for the difference.

d. Pay State Highway Funds to the Local Agency for Eligible Costs for each obligated Project phase as follows:

- (1) First 30% - Prior to the start of the Project phase and within 30 days approval of an invoice from the Local Agency.

- (2) Second 30% - Within 30 days of approval of an invoice and copies of Project phase invoices received and paid by the Local Agency which demonstrate the work has progressed, or is progressing, to 30% completion.
  - (3) Third 30% - Within 30 days of approval of an invoice and copies of further Project phase invoices received and paid by the Local Agency which demonstrate the work has progressed, or is progressing, to 60% completion.
  - (4) Final 10% of each phase, except the final phase, will be reimbursed to the Local Agency by the State within 30 days of approval of invoice, copies of final Project phase invoices received and paid by the Local Agency which demonstrate the phase is completed. For the final phase, the final 10% will be reimbursed within 30 days of the completion of the Final Voucher. Upon payment of the final 10%, no further invoices will be accepted or paid.
- e. After each subsequent phase is authorized and upon payment of the final invoice from the Local Agency for the preceding phase, close the preceding phase in the State's accounting system and return any remaining funds to the applicable COG/MPO for reprogramming.
  - f. After all phases have been completed, conduct a final Project walk-through in conjunction with the Local Agency, and the applicable COG/MPO.
  - g. Prepare a Final Voucher for the Project upon completion of all phases, and return any remaining funds to the applicable COG/MPO for reprogramming.
3. The Local Agency will:
- a. Utilize the HURF Exchange Funding only for the Project and phase(s) which are the subject of this Agreement.
  - b. Adhere to the Project schedule in Section III.1.
  - c. Begin work, initiate selection of consultants or contractors or advertise the Project, as applicable, within 60 days of the Date of Authorization.
  - d. Approve and expend any funds required for the Project in excess of the HURF Exchange Funding to ensure the Project is successfully completed on schedule.
  - e. Pay the final 10% of Project costs, to be reimbursed by ADOT within 30 days of the completion of the Final Voucher.
  - f. Submit an Authorization request for each HURF Exchange Project phase to the ADOT Project Manager (PM) which includes the following documents, updated as necessary for each successive Project phase:
    - (1) HURF Exchange Project Cost Estimate form;
    - (2) HURF Exchange Project and Draw Schedule;

- (3) A map indicating the location, functional class and limits of the Project;
- (4) A copy of the TIP reflecting the HURF Exchange programming; and
- (5) Other documents as may be required by the State.

Include an invoice for first 30% progress payment with the Authorization request if the Project phase is being performed with the Local Agency's own forces.

- g. Within sixty (60) days of the selection of consultant or award of a contract for each Project phase, submit to the ADOT PM:
  - (1) The final Project phase scope with itemized costs;
  - (2) The final schedule, including the dates the work will start and end and the anticipated dates of each progress payment request; and
  - (3) The final itemized budget with Final Project Phase Amount.
- h. If the Final Project Phase Amount is greater than the amount of HURF Exchange Funding obligated, be solely responsible for the difference.
- i. Invoice ADOT for Eligible Costs for each obligated Project phase as follows using the HURF Exchange Draw and Final Reimbursement Invoice:
  - (1) First 30% - Prior to the start of the Project phase.
  - (2) Second 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 30% completion including:
    - i. Copies of Project phase invoices, pay requests, estimates and other cost records received by the Local Agency and indicating payment status, or, if the Local Agency is performing the work with its own forces, a summary of costs expended, and
    - ii. A status report related to the Project phase schedule.
  - (3) Third 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 60% completion, including:
    - i. Copies of further Project phase invoices, pay requests, estimates and other cost records received by the Local Agency and indicating payment status, or if the Local Agency is performing the work with its own forces, a summary of costs expended, and
    - ii. A status report related to the Project phase schedule.

- j. After all phases have been completed, participate in the final Project walk-through in conjunction with ADOT, the applicable COG/MPO and FHWA as required.
  - k. Within 15 business days of Substantial Completion of the construction phase, notify the ADOT PM to schedule a final Project walk-through.
  - l. Within 60 days of completion of the construction phase, submit the close out package to the ADOT PM which includes:
    - (1) An invoice for the final 10%;
    - (2) Copies of warrants or checks reflecting total costs paid by the Local Agency for construction;
    - (3) The Project Acceptance letter from the Local Agency to the contractor; and
    - (4) A close-out letter to ADOT.
  - m. Be responsible for complying with any federal requirements applicable to the Project.
  - n. If the Local Agency files a condemnation action, the Local Agency shall request an order of immediate possession.
  - o. Repay all HURF Exchange payments to ADOT if the Project is not constructed within two years of the completion of design and obtaining all rights of possession of right of way parcels. Upon receipt of an invoice from ADOT, the Local Agency shall pay the full amount within 30 days, as provided in paragraph III.4.d. of this Agreement.
  - p. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
4. The Parties agree:
- a. The HURF Exchange program is offered at ADOT's discretion. ADOT reserves the right to discontinue the HURF Exchange program at any time. Such termination will not affect the validity of this Agreement.
  - b. A Fully Executed IGA does not guarantee funding or constitute permission to begin work. The Local Agency must request and receive Authorization and a Notice To Proceed from the ADOT PM for each Project phase in advance of starting work.
  - c. No Change in Scope is authorized under this Agreement. If the Local Agency desires a Change in Scope, a formal amendment to the Agreement is required, signed by both Parties.
  - d. If the construction phase is not complete within two years from the completion of design, or if all phases of the Project are not completed within three years from the date of the initial financial authorization of the first HURF Exchanged funded phase, whichever is earlier, this Agreement will terminate and the Local Agency will be required to repay all HURF Exchange advances and reimbursements received to date.

The two year period will be calculated as two years from the date the close out letter for the design phase was received by ADOT. Termination under this section will be executed as follows:

- (1) Thirty days prior to termination, the State will send a letter to the Local Agency and the ADOT PM, indicating:
  - i. The close out package required in section III.3.l. was not received by ADOT within two years of the completion of design or three years from the date of the initial financial authorization of the first HURF Exchanged funded phase, whichever is earlier; and
  - ii. The steps necessary to avoid termination of this Agreement.
- (2) If the close out package is not received by ADOT within 30 days of the date of the letter:
  - i. Any funding remaining on the Project will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project;
  - ii. No further invoices will be accepted from, and no additional payments will be made to, the Local Agency for the Project; and
  - iii. The Local Agency must repay to ADOT all funds which have been previously paid by ADOT under this Agreement, including all current and previous phases.
  - iv. The State will send an invoice to the Local Agency for all HURF Exchange Funding advanced or reimbursed for each phase of the Project with the due date by which such funds must be repaid to ADOT.
- e. Expenditures incurred prior to the Date of Authorization of the applicable phase are not eligible for HURF Exchange.
- f. The amount obligated for each Project phase will be adjusted to the Final Project Phase Amount.
- g. If there is no billing activity in the State's accounting system for 180 days, the Local Agency shall provide documentation which justifies the Project phase is still active to the State within 10 days of request. If the Local Agency cannot demonstrate such justification, the Project phase will be de-obligated as follows:
  - (1) Thirty days prior to de-obligation, the State will send an email to the Local Agency and ADOT PM, providing notification of the funds available on the Project phase, number of days since the last billing activity in the State's accounting system and the steps necessary to remove the Project phase from pending de-obligation status.
  - (2) If the Project phase is not closed or billing activity generated within 30 days of the date of the email, any remaining funding will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project. No further invoices

will be accepted from, and no additional payments will be made to, the Local Agency for the applicable Project phase.

- (3) Upon de-obligation of funds from the inactive Project phase, ADOT will send a letter to the Local Agency with notification of the date of de-obligation, the treatment of the de-obligated funds and, if applicable, an invoice for any funding which must be repaid to ADOT with the due date(s).
- h. All HURF Exchange submissions and invoices are to be submitted to the assigned ADOT PM.
- i. Any HURF Exchange funds de-obligated or released from Project phases will be returned to the applicable COG/MPO for reprogramming.

#### **IV. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until all payments contemplated under the Agreement have been made, unless specifically otherwise contemplated in this Agreement.
4. Cancellation. This Agreement may be cancelled at any time prior to the exchange of any HURF funds and after 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 HURF Exchange Program will no longer be available for use by the Local Agency for this 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. Liability. ADOT assumes no liability or financial responsibility for HURF Exchange Projects. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project and for any claims due to delays, change orders or any other circumstances.
7. HURF Exchange Funds. ADOT reserves the right to refuse to enter into further HURF Exchange transactions with the Local Agency if the Local Agency owes repayment of previous HURF Exchange funding or has misused HURF Exchange funds.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
10. Records. The Local Agency is required to retain all records related to a HURF Exchange Project for a period of five years after the date of the final payment of HURF Exchange funding from ADOT.
11. Audit. All HURF Exchange Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of HURF Exchange funding.
12. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. 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".
14. 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.
15. 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.
16. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. Anti-Discrimination. The Local Agency must comply with all applicable anti-discrimination laws and regulations.

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

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Section  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
Attn: Alex Tipton, PE  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4510  
[alex.tipton@yumaaz.gov](mailto:alex.tipton@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Local Public Agency Section  
205 S. 17<sup>th</sup> Avenue, Suite 291  
Phoenix, AZ 85007  
602.712.4173

City of Yuma  
Attn: Alex Tipton, PE  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4510  
[alex.tipton@yumaaz.gov](mailto:alex.tipton@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Financial Management Services, Resource  
Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 200B  
Phoenix, AZ 85007

City of Yuma  
Attn: Alex Tipton, PE  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4510  
[alex.tipton@yumaaz.gov](mailto:alex.tipton@yumaaz.gov)

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

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**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
Acting City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA L. BUSHONG**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
**RICHARD W. FILES**  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date\_\_\_\_\_

**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
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, A.R.S. § 28-334 and § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date\_\_\_\_\_

Assistant Attorney General

**IGA 24-0009606-I**  
**ATTACHMENT ONE**  
(Cover Sheet)

**HURF EXCHANGE PROJECT FORMS**

1. HURF Exchange Project Scoping Form
2. HURF Exchange Project Cost Estimate
3. HURF Exchange Project and Draw Schedule
4. HURF Exchange Draw and Final Reimbursement Invoice

## HURF Exchange Project Scoping Form

**Note:** The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

**INSTRUCTIONS:** This form is required to accompany a HURF Exchange Project Initiation request.

**Enter information into GREEN CELLS**

### PROJECT INFORMATION

(information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)

Project Sponsor	<b>City of Yuma</b>
Sponsor Contact	<b>Alex Tipton</b>
Contact Phone #	<b>928.373.4510</b>
Contact Email	<a href="mailto:Alex.Tipton@YumaAZ.gov">Alex.Tipton@YumaAZ.gov</a>
Project Name	<b>"A" Canal: 7E and 40th Street</b>
Project Location	<b>Intersection of Ave 7E and 40th Street</b>
Functional Classification (select from)	<b>Major Collector</b>
Termini Begin/End	
ADOT District (select from list)	<b>Southwest District</b>

### ADOT USE ONLY

ADOT Project Number (5 digit)		IGA Number	
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### Funding Information

COG/MPO (select from list)	<b>YMPO</b>			
<b>TIP Informtaion</b>	<i>Description</i>	<i>Design</i>	<i>Right of Way</i>	<i>Construction</i>
	Year Programmed	2023	2023	2024
	TIP Number	YU-23-11D	n/a	YU-23-11C
	HURF Exchange Amount	\$0.00	\$0.00	\$900,000.00
	Sponsor Amount	\$91,000.00	\$0.00	\$2,364,972.00
	<b>Total Amount</b>	<b>\$91,000.00</b>	<b>\$0.00</b>	<b>\$3,264,972.00</b>

### Scope of Work Summary

Delivery Method (select from list)	<b>Advertise for bids</b>
Scoping document attached? (select from list)	<b>No</b>

<p><b>Major Items of Work</b> (press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)</p>	<p>Remove existing siphon on "A" Canal and replace with new box culvert.</p>
---	--

<b>HURF Exchange Project Cost Estimate</b>				
<b>Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in</b>				
<b>INSTRUCTIONS:</b> This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the				<b>Enter values into GREEN CELLS</b>
<b>PROJECT INFORMATION</b>				
Project Sponsor	City of Yuma			
Sponsor Contact	Alex Tipton			
Contact Phone #	928.373.4510			
Contact Email	Alex.Tipton@YumaAZ.gov			
Project Name	"A" Canal: 7E and 40th Street			
Project Location	Intersection of Ave 7E and 40th Street			
Termini Begin/End	0			
COG/MPO	YMPO			
Design TIP Number	YU-23-11D			
Right of Way TIP Number	n/a			
Construction TIP Number	YU-23-11C			
<b>ADOT USE ONLY</b>			ADOT Project Number	0
<b>STAGE I – SCOPING (15% Preliminary Design)</b>				
<b>STAGES II, III, IV and V - DESIGN</b>				
<b>DESIGN COSTS</b>				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)	Lump Sum	1	\$81,000.00	\$81,000.00
GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) <b>Enter \$0 in Unit Price column if none required.</b>	Lump Sum	1	\$10,000.00	\$10,000.00
DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) <b>Enter \$0 in Unit Price column if none required)</b>	Lump Sum	1	\$0.00	\$0.00
STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) <b>Enter \$0 in Unit Price column if none required.</b>	Lump Sum	1	\$0.00	\$0.00
<b>SUBTOTAL – PROJECT DESIGN COSTS</b>				<b>\$91,000.00</b>
<b>RIGHT OF WAY COSTS</b>				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)	Lump Sum	1	\$0.00	\$0.00
RIGHT-OF-WAY ACQUISITION (if necessary)	Lump Sum	1	\$0.00	\$0.00
<b>SUBTOTAL – RIGHT OF WAY COSTS</b>				<b>\$0.00</b>

STAGE V – CONSTRUCTION				
SITE ACQUISITION & HARDSCAPE CONSTRUCTION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) <i>Enter \$0 in Unit Price column if area of disturbance is less than one acre.</i>	Lump Sum	1	\$28,202.00	\$28,202.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	Lump Sum	1	\$0.00	\$0.00
DEMOLITION				
Sawcut	Linear Foot	0	\$0.00	\$0.00
Remove Structures and Obstructions	Lump Sum	1	\$104,132.00	\$104,132.00
Remove Fencing	Linear Foot	0	\$0.00	\$0.00
Remove Structural Concrete		0	\$0.00	\$0.00
Remove Asphaltic Concrete Pavement	Cubic Yard	0	\$0.00	\$0.00
Remove Concrete Sidewalks, Slabs		0	\$0.00	\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>	Lump Sum	1	\$0.00	\$0.00
UTILITY RELOCATION (If necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.	Lump Sum	1	\$0.00	\$0.00
RETAINING WALL (Concrete; SF of face above the footing)	Square Footage Facing	0	\$0.00	\$0.00
EARTHWORK				
General Excavation		0	\$0.00	\$0.00
Drainage Excavation		0	\$0.00	\$0.00
Structural Excavation	Cubic Yard	0	\$0.00	\$0.00
Structural Backfill		0	\$0.00	\$0.00
Borrow (In Place)		0	\$0.00	\$0.00
CURB & GUTTER	Linear Foot	0	\$0.00	\$0.00
ROADWAY/PAVING				
Milling	Square Yards	0	\$0.00	\$0.00
Paving	Tons	0	\$0.00	\$0.00
AGGREGATE BASE - 4" thick	Square Yards	4,133	\$20.51	\$84,767.83
PATHWAY OR SIDEWALK MATERIALS				
Concrete		0	\$0.00	\$0.00
Colored Concrete	Square Foot	0	\$0.00	\$0.00
Stamped Color Concrete		0	\$0.00	\$0.00
Precast Concrete Pavers		0	\$0.00	\$0.00
Asphaltic Concrete	Tons	0	\$0.00	\$0.00
Polymer or Resin Stabilized Surface	Square Foot	0	\$0.00	\$0.00
CROSSWALK ENHANCEMENT				
Concrete Pavers		0	\$0.00	\$0.00
Stamped Asphalt		0	\$0.00	\$0.00
Stamped Concrete	Square Foot	0	\$0.00	\$0.00
Concrete		0	\$0.00	\$0.00
Integral Color Concrete		0	\$0.00	\$0.00
PEDESTRIAN ADA RAMP	Square Foot	0	\$0.00	\$0.00
CULVERT EXTENSIONS	Linear Foot	0	\$0.00	\$0.00
<b>SUBTOTAL - SITE ACQUISITION &amp; HARDSCAPE CONSTRUCTION</b>				<b>\$217,101.83</b>

<b>OTHER CONSTRUCTION ITEMS (List line items)</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT (Lump Sum, Ton, etc.)</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
Bypass Channel - Excavation	LS	1	\$72,072.00	\$72,072.00
Bypass Channel - Borrow Import	LS	1	\$216,384.00	\$216,384.00
Bypass Channel - Borrow Removal	LS	1	\$159,544.00	\$159,544.00
Temporary Earth Plugs	LS	1	\$64,036.00	\$64,036.00
Bypass Channel Temporary Lining	LS	1	\$151,163.00	\$151,163.00
Remove Bypass Channel Temporary Lining	LS	1	\$78,904.00	\$78,904.00
Construct Double Barrel	LS	1	\$1,245,048.00	\$1,245,048.00
Construct 20' long Inlet/Outlet Headwalls	EA	2	\$48,832.00	\$97,664.00
Canal Concrete Lining	SF	4,983	\$12.34	\$61,490.22
Bouy System with SST Cable and Ladders	EA	2	\$5,222.00	\$10,444.00
Remove and Replace Existing Gates and Posts	EA	2	\$3,703.50	\$7,407.00
Furnish and Install new swing gate and post	EA	2	\$6,750.00	\$13,500.00
Furnish and Install reflective object markers	EA	8	\$420.00	\$3,360.00
Adjust Existing Sanitary Sewer Manhole	EA	1	\$2,923.00	\$2,923.00
Mobilization for Epoxy Injection	LS	1	\$7,700.00	\$7,700.00
Epoxy Crack Injection	LF	1,500	\$14.00	\$21,000.00
Irrigation Water Bypass Pumping	LS	1	\$382,088.00	\$382,088.00
<b>SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS</b>				<b>\$2,594,727.22</b>
<b>MOBILIZATION AND ADMINISTRATION COSTS</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
CONTRACTOR MOBILIZATION (Typically 8% of construction cost)	Lump Sum	1		\$0.00
TRAFFIC CONTROL (0-8% of construction cost)	Lump Sum	1	\$27,384.00	\$27,384.00
CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)	Lump Sum	1	\$28,168.24	\$28,168.24
CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)	Lump Sum	1	\$214,497.15	\$214,497.15
CONSTRUCTION ADMINISTRATION Typically 20% of construction cost)	Lump Sum	1	\$183,093.56	\$183,093.56
<b>SUBTOTAL - MOBILIZATION &amp; ADMINISTRATION COSTS</b>				<b>\$453,142.95</b>
<b>TOTAL STAGE V COSTS (CONSTRUCTION)</b>				<b>\$3,264,972.00</b>
<b>TOTAL PROJECT COST</b>				<b>\$3,355,972.00</b>
<b>SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS</b>				
The data below is automatically calculated based on the information entered above and the amount programmed				
<b>PHASE</b>	<b>HURF EXCHANGE</b>	<b>SPONSOR FUNDS</b>	<b>TOTAL</b>	
TOTAL DESIGN	\$0.00	\$91,000.00	\$91,000.00	
TOTAL RIGHT OF WAY	\$0.00	\$0.00	\$0.00	
TOTAL CONSTRUCTION	\$900,000.00	\$2,364,972.00	\$3,264,972.00	
<b>TOTALS</b>	<b>\$900,000.00</b>	<b>\$2,455,972.00</b>	<b>\$3,355,972.00</b>	

Prepared by:

Name Alex Tipton, PE  
Title CIP Project Manager  
Company City of Yuma  
Phone 928-373-4510  
Email [alex.tipton@yumaaz.gov](mailto:alex.tipton@yumaaz.gov)

### HURF Exchange Project and Draw Schedules

**Note:** The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

**INSTRUCTIONS:** This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.

**Enter dates into  
GREEN CELLS**

#### Project Information

(fields below will be populated based on information entered on the Project Scoping Form tab)

Project Sponsor	City of Yuma
Sponsor Contact	Alex Tipton
Contact Phone #	928.373.4510
Contact Email	Alex.Tipton@YumaAZ.gov
Project Name	"A" Canal: 7E and 40th Street
Project Location	Intersection of Ave 7E and 40th Street
Termini Begin/End	0
COG/MPO	YMPO
Design TIP Number	YU-23-11D
Right of Way TIP Number	n/a
Construction TIP Number	YU-23-11C

#### ADOT USE ONLY

ADOT Project Number

0

#### Project Development

Development Schedule		HURF Exchange Funding Draw Schedule		
Stage	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Project Initiation	2/23/2024	30%	\$ -	n/a
IGA Executed	5/23/2024	30%	\$ -	n/a
Request for Authorization to ADOT	n/a	30%	\$ -	n/a
Authorization/Start of Work Phase	n/a	10%	\$ -	n/a
Stage II	n/a			
Stage III	n/a			
Stage IV	n/a			
Bid Ready	n/a			
		<b>Total</b>	\$ -	

#### Right of Way

Acquisition Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	n/a	30%	\$ -	n/a
Authorization/Start of Work Phase	n/a	30%	\$ -	n/a
All Parcels Acquired By	n/a	30%	\$ -	n/a
		<b>Total</b>	\$ -	

#### Construction

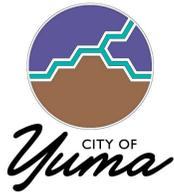
Construction Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	5/23/2024	30%	\$ 270,000.00	6/1/2024
Authorization/Start of Work Phase	6/1/2024	30%	\$ 270,000.00	6/1/2024
Bid Advertisement	n/a	30%	\$ 270,000.00	6/1/2024
Bid Opening	n/a	10%	\$ 90,000.00	9/1/2024
Bid Award	n/a			
Notice to Proceed to Contractor	6/1/2024			
Substantial Completion	7/15/2024			
Final Project Walk-through	8/15/2024			
Final Acceptance	9/1/2024			
		<b>Total</b>	\$ 900,000.00	

\* The Final 10% is reimbursed to the Sponsor as follows:

- ▶ For projects involving multiple phases funded with HURF Exchange - the final 10% for each phase, except for the last, will be reimbursed within 30 days of the receipt and approval of an invoice and documentation demonstrating the phase is complete.
- ▶ At final Project completion - the final 10% will be reimbursed upon completion of the project final voucher by ADOT.

**ARIZONA DEPARTMENT OF TRANSPORTATION  
HURF EXCHANGE DRAW AND FINAL REIMBURSEMENT INVOICE**

<b>COG/MPO:</b>	Yuma County Metropolitan Organization (YMPO)	<b>Project Phase:</b>	01C				
<b>Local Entity:</b>	City of Yuma						
<b>TIP ID Number:</b>	YU-23-11C						
<b>Project Number:</b>	T0551						
<b>Project Name/Location Description:</b>	A Canal; 7E & 40th Street						
<b>REMIT PAYMENT TO: (Entity Name and Address Project Sponsor)</b>	City of Yuma, 155 West 14 <sup>th</sup> Street, Yuma, AZ 85364						
<b>Date Started:</b>	<b>Estimated Completion Date:</b>	<b>% Billed:</b>	<b>% Complete:</b>				
	<b>Expected Draw Date</b>	<b>Actual Draw Date</b>	<b>Actual Invoice Amount</b>	<b>Estimated Draw Amount</b>	<b>Actual Draw Amount</b>		
<b>Draw # 1 (30%)</b>	06/01/2024						
<b>Draw # 2 (30%)</b>	06/01/2024						
<b>Draw # 3 (30%)</b>	06/01/2024						
<b>Draw # 4 (10% - Final Reimbursement)</b>	09/01/2024						
<b>SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED</b>							
<b>Items</b>	<b>Description</b>	<b>Previous Accumulative Amount</b>	<b>Current Month</b>	<b>Accumulative Amount</b>			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
				\$0.00			
<b>Submitted By:</b>				<b>Total To Date</b>	\$0.00		
_____ <b>Date:</b>							
<b>Approved By:</b>				<b>Total Previous Report</b>	\$0.00		
_____ <b>Date:</b>							
ADOT Project Manager							
<b>Approved By:</b>				<b>Current Report</b>	<b>\$0.00</b>		
_____ <b>Date:</b>							
FMS Resource Admin							
<b>Attachments:</b>							
Invoices							
Status Reports							
<table border="1" style="margin: auto;"> <tr> <td style="width: 50px; height: 20px;"></td> </tr> <tr> <td style="width: 50px; height: 20px;"></td> </tr> </table>							



# City of Yuma

## City Council Report

**File #:** R2024-022

**Agenda Date:** 6/5/2024

**Agenda #:** 5.

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

**TITLE:**

**Intergovernmental Agreement: Arizona Department of Transportation - Crane Elementary School District No. 13 Transportation Safety Project**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design of the Crane Elementary School District No. 13 Transportation Safety Project where the City is acting as project sponsor for Crane Elementary School District. This is a Transportation Alternatives Program Funding (TA) project and is 94.3% grant funded, 5.7% local match, for a total amount of \$153,002.00. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

This IGA aligns with City Council’s strategic outcome of Respected and Responsible and Safe and Prosperous, as it will enhance Yuma’s roadway safety and traffic operations.

**REPORT:**

Recognizing the need to explore a solution for creating an improved and safer area of transportation access in the public right of way or easement to the Gary A. Knox Elementary School, the City of Yuma seeks to enter an IGA with The Arizona Department of Transportation (ADOT) where the City will act as Project Sponsor for the Crane School District No. 13 Transportation Safety Project.

The proposed Project consists of a multi-phase approach to creating a safe area of transportation for students attending Gary A. Knox Elementary School within the Crane Elementary School District by acquiring professional services to design the High-Intensity Activated Crosswalk (HAWK) signal at the vicinity of 30<sup>th</sup> Street and 21<sup>st</sup> Drive.

This Federal-aid project will be subject to a 94.3%/5.7% split. The federal funding (94.3%) for this project is \$144,281.00 with a local match (5.7%) of \$8,721.00. The local match costs will be paid by Crane Elementary School District No.13 with no City of Yuma funding required for this project.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 153,002.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 144,281.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 8721.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$153,022.00	Crane School District - \$8,721.00	
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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-022**

**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 DESIGN OF CRANE ELEMENTARY SCHOOL DISTRICT NO. 13 TRANSPORTATION SAFETY PROJECT**

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

WHEREAS, a public need exists for improvements on the Crane Elementary School District No. 13 Transportation Safety Project, hereafter referred to as the “Project”; and,

WHEREAS, Federal Aid funding using the ADOT Transportation Alternatives (TA) is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

WHEREAS, it is to the mutual benefit of ADOT and Yuma to enter into an Intergovernmental Agreement to share the remaining costs required for the design of the Project.

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

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the design and of the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Intergovernmental Agreement attached as Exhibit A on behalf of the City of Yuma.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

ADOT CAR No.: IGA 24-0009625-I  
AG Contract No.: P0012024000821  
Project Location/Name: Crane  
Elementary School District – District #13  
Type of Work: Safe Routes to School  
Federal-aid No.: YUM-0(232)T  
ADOT Project No.: T0557 01D/03D  
TIP/STIP No.: YU24-09D  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## 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 designing a High Intensity Activated Crosswalk (HAWK) Signal between Gary A. Knox Elementary School (west on 21<sup>st</sup> Drive) and the library (east on 21<sup>st</sup> Drive) at 30<sup>th</sup> Street and 21<sup>st</sup> Drive, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$153,002 which includes federal aid and the Local Agency’s match. The State will administer the design. 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 and returned to the State. 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 initial Project Development Administration (PDA) costs, estimated at \$1,710 and the Local Agency's share of the Project design costs, estimated at \$7,011. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. 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 PDA and design.
  - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design 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/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
  - d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of

environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

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 the initial PDA costs, estimated at \$1,710 and the Local Agency's share of Project design costs, estimated at \$7,011. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- 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. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. 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 construction and preconstruction 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.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- j. 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. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of 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 cancelled at any time so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the 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. Programmed Federal Funds. The cost of the Project 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.
7. 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.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. 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.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. 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.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

15. **Non-Availability of Funds.** Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. **Arbitration.** In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. **E-Verify.** The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. **Contractor Certifications.** The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. **Other Applicable Laws.** The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. **Notices.** All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
 Attn: Dave W  
 155 W. 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.581.5626  
[Edgar.covarrubias@yumaaz.gov](mailto:Edgar.covarrubias@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
 Attn: Edgar Covarrubias  
 155 W. 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.581.5626  
[Edgar.covarrubias@yumaaz.gov](mailto:Edgar.covarrubias@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
 Attn: Dave Wostenberg  
 Address: 155 W 14<sup>th</sup> St  
 Yuma, AZ 85364  
 Phone:  
 Email:  
[david.wostenberg@yumaaz.gov](mailto:david.wostenberg@yumaaz.gov)

21. **Revisions to Contacts.** Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

DRAFT

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
Acting City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA L. BUSHONG**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

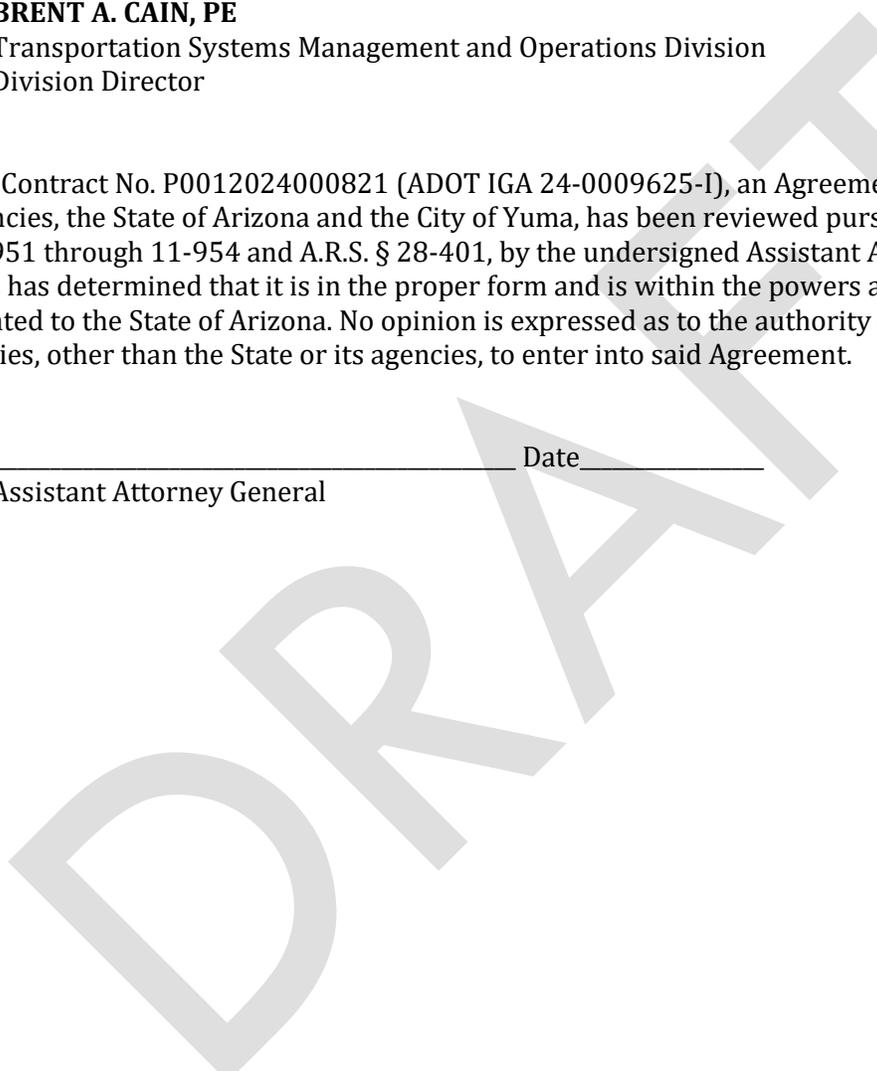
**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

By \_\_\_\_\_ Date \_\_\_\_\_  
**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division  
Division Director

A.G. Contract No. P0012024000821 (ADOT IGA 24-0009625-I), an 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



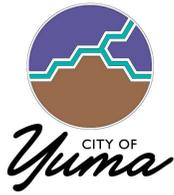
**EXHIBIT A**  
**Cost Estimate**

**T0557 01D/03D**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost:**

Federal-aid funds @ 94.3%	\$ 28,290
Local Agency's match @ 5.7%	1,710
	<hr/>
<b>Subtotal - PDA</b>	<b>\$ 30,000</b>
 <b><u>Scoping/Design:</u></b>	
Federal-aid funds @ 94.3%	\$ 115,991
Local Agency's match @ 5.7%	7,011
	<hr/>
<b>Subtotal - Scoping/Design</b>	<b>\$ 123,002</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 153,002</b>
<b>Total Estimated Local Agency Funds</b>	<b>\$ 8,721</b>
<b>Total Federal Funds</b>	<b>\$ 144,281</b>



# City of Yuma

## City Council Report

**File #:** R2024-023

**Agenda Date:** 6/5/2024

**Agenda #:** 6.

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

**Intergovernmental Agreement: Arizona Department of Transportation - 32nd Street Shared Use Pathway Project**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the design of the 32<sup>nd</sup> St. Shared Use Pathway Project. This is a Transportation Alternatives Program Funding (TA) project and is 94.3% grant funded, 5.7% local match, for a total amount of \$333,912.00. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

This IGA supports the City Council’s strategic outcome of Active and Appealing and Connected and Engaged. The 32nd Street Shared Use Pathway Project will provide a continuous shared-use pathway along 32nd Street from 4th Avenue to Avenue 8 1/2E by filling-in the gap between Avenue 3E to Avenue 7 1/2E, promoting non-motorized travel and a safer route for users.

**REPORT:**

The proposed design will include a new 10-foot-wide asphaltic concrete surface at the south side of 32<sup>nd</sup> Street between Avenue 3E and Avenue 7 1/2E including Americans with Disabilities Act (ADA) compliant ramps at intersections. This project will provide a safe route for non-motorized travel and an enjoyable experience for all users.

This Federal-aid project for the design will be subject to a 94.3%/5.7% split. The Federal funding (94.3%) for this project is \$314,879.00 with a local match (5.7%) of \$19,033.00

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 19,033.00	BUDGETED:	\$ 333,912.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 314,879.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$333,912.00	City Road Tax funding	
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: 05/29/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-023**

**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 DESIGN OF 32ND STREET SHARED USE PATHWAY PROJECT**

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

WHEREAS, a public need exists for improvements on the 32<sup>nd</sup> Street Shared Use Pathway between Avenue 3E and Avenue 7 1/2E hereafter referred to as the “Project;” and,

WHEREAS, Federal Aid funding using the ADOT Transportation Alternatives is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into an Intergovernmental Agreement to share the costs required for the design of the Project.

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

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the design of the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Intergovernmental Agreement attached as Exhibit A on behalf of the City of Yuma.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

ADOT CAR No.: IGA 24-0009607-I  
AG Contract No.: P0012024000573  
Project Location/Name: 32nd St. Shared  
Use Pathway  
Type of Work: Design Shared Use  
Pathway  
Federal-aid No.: YUM-0(231)T  
ADOT Project No.: T0556 01D/03D  
TIP/STIP No.: YU-24-07D  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## 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 designing a 10 feet wide, asphaltic concrete surface shared-use pathway on 32<sup>nd</sup> Street from Avenue 3E to Avenue 7 ½ E with the Americans with Disabilities Act (ADA) compliant ramps at the intersections. The length of the project is approximately 4.6 miles, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$333,912 which includes federal aid and the Local Agency’s match. The State will administer the design phase of the Project. Construction will be addressed in a separate agreement as applicable. The City will be responsible for obtaining any necessary license agreements(s) with the United States Bureau of Reclamation (BOR) and/or the Yuma County Water User’s Association (YCWUA) irrigation facilities for the Project.

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 bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. 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 initial Project Development Administration (PDA) costs, estimated at \$1,710 and the Local Agency's share of the Project design costs, estimated at \$17,323. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. 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 PDA and design.
  - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design 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 design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

- d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

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 the initial PDA costs, estimated at \$1,710 and the Local Agency's share of Project design costs, estimated at \$17,323. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- 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. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- f. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify

that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- g. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- h. 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 construction and preconstruction 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.
- i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- j. 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. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

### **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 cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete 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. As applicable, 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 and design 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 cancelled 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
 Attn: David Wostenberg  
 155 W. 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.373.4520  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
Attn: David Wostenberg  
155 W. 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4520  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
Attn: David Wostenberg  
155 W. 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4520  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
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 using DocuSign.

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**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
Acting City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA L. BUSHONG**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
**RICHARD W. FILES**  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

A.G. Contract No. P0012024000573 (ADOT IGA 24-0009607-I), an 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, A.R.S. § 28-334 and § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0556 01D/03D**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost:**

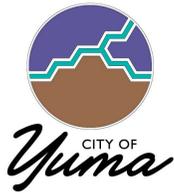
Federal-aid funds @ 94.3%	\$ 28,290
Local Agency's match @ 5.7%	1,710
	<hr/>
<b>Subtotal - PDA</b>	<b>\$ 30,000</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$ 286,589
Local Agency's match @ 5.7%	17,323
	<hr/>
<b>Subtotal - Scoping/Design</b>	<b>\$ 303,912</b>

<b>Estimated TOTAL Project Cost</b>	<b>\$ 333,912</b>
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<b>Total Estimated Local Agency Funds</b>	<b>\$ 19,033</b>
<b>Total Federal Funds</b>	<b>\$ 314,879</b>



# City of Yuma

## City Council Report

File #: R2024-024

Agenda Date: 6/5/2024

Agenda #: 7.

	STRATEGIC OUTCOMES	ACTION
<b>DEPARTMENT:</b> Engineering	<input 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
<b>DIVISION:</b> Engineering	<input checked="" 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 - Bus Pull-Outs, Avenue A at 16th Street Project**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the construction of the Bus Pull-Outs Avenue A at 16<sup>th</sup> Street Project. This is a Carbon Reduction Program (CRP) project where design will be 100% funded by City Road Tax Funds and construction will be 94.3% grant funded, 5.7% local match. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

This item supports the City Council’s vision and strategic outcome of Active and Appealing and Connected and Engaged. The Bus Pull-Outs at Avenue A and 16th Street Project will benefit the community by reducing the risk of traffic collisions, reducing pedestrian exposure and provide space for bus patrons and bus shelters. This project will also reduce carbon emissions by providing amenities that promote bus ridership.

**REPORT:**

The proposed project is to construct two far-side bus pull-outs on Avenue A at 16<sup>th</sup> Street per Maricopa Association of Governments Standard Detail 252. The project will provide sidewalks along the bus pull-outs that are Americans with Disabilities Act (ADA) compliant.

The design of this project will be funded by City Road Tax funds in the amount of \$130,000.00. The Construction of this Federal-aid project will be subject to a 94.3%/5.7% split. The Federal funding (94.3%) for the construction of this project is \$190,486.00 with a local match (5.7%) of \$11,514.00 for a total construction cost of \$202,000.00.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 141,514.00	BUDGETED:	\$ 332,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 190,486.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$332,000.00	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: 05/29/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-024**

**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 CONSTRUCTION OF BUS PULL-OUTS, AVENUE A AT 16TH STREET PROJECT**

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

WHEREAS, a public need exists for Bus Pull-Outs at Avenue A and 16<sup>th</sup> Street hereafter referred to as the “Project;” and,

WHEREAS, Federal Aid funding using the ADOT Carbon Reduction Program is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into an Intergovernmental Agreement to share the costs required for the construction of the Project.

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

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the construction of the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Intergovernmental Agreement attached as Exhibit A on behalf of the City of Yuma.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

ADOT CAR No.: IGA 24-0009589-I  
AG Contract No.: P0012024000534  
Project Location/Name: Bus Pull-Outs -  
Avenue A at 16th Street  
Type of Work: Construct Bus Pull-Outs  
Federal-aid No.: CRP -YUM-0(230)T  
ADOT Project No.: T0542 01D/01C  
TIP/STIP No.: YU24-02D/YU24-02C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
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 construction of two bus pull-outs at the northeast and southwest corner at Avenue A and 16<sup>th</sup> Street intersection per Maricopa Association of Governments (MAG) Standard Detail 252. The Project will include a sidewalk along the bus pull-outs that are Americans with Disabilities Act (ADA) compliant, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$232,000, which includes federal aid and the Local Agency’s match. The Local Agency will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
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 Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. 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 bid 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.
  - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
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 on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$30,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.
  - c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify

- projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.
- d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$11,514. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
  - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
  - g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
  - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
  - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
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 initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
  - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.

- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$11,514, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. 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.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. 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 construction and preconstruction 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.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. 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. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **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. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, 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, design, construction and construction engineering 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. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

14. 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.
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 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
 Attn: David Wostenberg, PE  
 155 West 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.373.4522  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
 Attn: David Wostenberg, PE  
 155 West 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.373.4522  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
Attn: David Wostenberg, PE  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4522  
[David.wostenberg@yumaaz.gov](mailto:David.wostenberg@yumaaz.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
  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 using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
Acting City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA L. BUSHONG**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
**RICHARD W. FILES**  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

A.G. Contract No. P0012024000534 (ADOT IGA 24-0009589-I), an 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**

**T0542 01D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

Local Agency's costs @ 100%	\$ 30,000
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**Construction:\***

Federal-aid funds @ 94.3%	\$ 190,486
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Local Agency's match @ 5.7%	11,514
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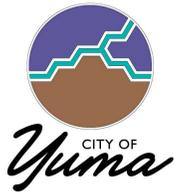
<b>Subtotal - Construction</b>	<b>\$ 202,000</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$ 232,000</b>
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<b>Total Estimated Local Agency Funds</b>	<b>\$ 41,514</b>
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<b>Total Federal Funds</b>	<b>\$ 190,486</b>
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\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



# City of Yuma

## City Council Report

**File #:** R2024-025

**Agenda Date:** 6/5/2024

**Agenda #:** 8.

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

**TITLE:**

**Intergovernmental Agreement: Arizona Department of Transportation - Shared-Use Pathway, East Wetlands Park to Pacific Avenue Project**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design and construction of the Shared-Use Pathway East Wetlands Park to Pacific Avenue Project. This is a Carbon Reduction Program (CRP) project where design will be 100.0% funded by City Road Tax Funds and construction will be 94.3% grant funded, 5.7% local match. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

This item supports the City Council’s vision and strategic outcome of Active and Appealing and Connected and Engaged. The Shared-Use Pathway East Wetlands Park to Pacific Avenue Project will provide connection of East Wetlands Park to the Pacific Avenue Complex (PAAC) improving and promoting non-motorized travel.

**REPORT:**

The proposed project is to design and construct a shared-use pathway connecting the existing shared-use pathway in East Wetlands Park to the paved end of Pacific Avenue at the PAAC. The shared-use pathways on both sides of 1<sup>st</sup> Street will facilitate non-motorized travel that is buffered from vehicular traffic on 1<sup>st</sup> Street, improving safety.

The design of this project will be funded by City Road Tax funds in the amount of \$150,000.00. The Construction of this Federal-aid project will be subject to a 94.3%/5.7% split. The Federal funding (94.3%) for the construction of this project is \$284,156.00 with a local match (5.7%) of \$17,176.00 for a total construction cost of \$301,332.00.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 167,176.00	BUDGETED:	\$ 451,332.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 284,156.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$451,332.00	0068-PATH 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: 05/29/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-025**

**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 DESIGN AND CONSTRUCTION OF SHARED-USE PATHWAY EAST WETLAND PARK TO PACIFIC AVENUE**

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

WHEREAS, a public need exists for the Shared-Use Pathway East Wetland Park to Pacific Avenue, hereafter referred to as the “Project;” and,

WHEREAS, Federal Aid funding using the ADOT Carbon Reduction Program (CRP) is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

WHEREAS, it is to the mutual benefit of ADOT and the City to enter into an Intergovernmental Agreement to share the costs required for the construction of the Project.

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

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the construction of the Project is approved.

SECTION 2: The City Administrator is authorized and directed to execute the Intergovernmental Agreement attached as Exhibit A on behalf of the City of Yuma.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

ADOT CAR No.: IGA 24-0009594-I  
AG Contract No.: P0012024000496  
Project Location/Name: Shared-Use  
Pathway East Wetland Park - Pacific Ave  
Type of Work: Shared-Use Pathway  
Federal-aid No.: CRP -YUM-0(229)T  
ADOT Project No.: T0545 01D/01C  
TIP/STIP No.: YU24-03D/YU24-03C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
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 construction of a shared-use pathway connecting the existing shared-use pathway in East Wetlands Park to the paved end of Pacific Avenue at the Pacific Avenue Athletic Complex, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$331,332, which includes federal aid and the Local Agency’s match. The Local Agency will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
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 Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. 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 bid 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.
  - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
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 on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$30,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.
  - c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.

- d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$17,176. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
  - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
  - g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
  - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
  - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
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 initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
  - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
  - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final

acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.

- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$17,716, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. 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.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. 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 construction and preconstruction 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.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. 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. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **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. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, 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 design review, construction and construction engineering 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. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

14. 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.
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 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. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Yuma  
 Attn: David Wostenberg, PE  
 155 West 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.373.4522  
[david.wostenberg@yumaaz.gov](mailto:david.wostenberg@yumaaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
 Project Management Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
 Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
 Attn: David Wostenberg, PE  
 155 West 14<sup>th</sup> Street  
 Yuma, AZ 85364  
 928.373.4522  
[david.wostenberg@yumaaz.gov](mailto:david.wostenberg@yumaaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Yuma  
Attn: David Wostenberg, PE  
155 West 14<sup>th</sup> Street  
Yuma, AZ 85364  
928.373.4522  
[david.wostenberg@yumaaz.gov](mailto:david.wostenberg@yumaaz.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
  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 using DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF YUMA**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOHN D. SIMONTON**  
Acting City Administrator

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**LYNDA L. BUSHONG**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
**RICHARD W. FILES**  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

A.G. Contract No. P0012024000496 (ADOT IGA 24-0009594-I), an 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**

**T0545 01D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

Local Agency's costs @ 100%	\$ 30,000
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**Construction:\***

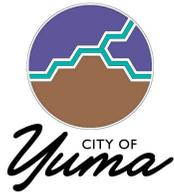
Federal-aid funds @ 94.3%	\$ 284,156
Local Agency's match @ 5.7%	17,176

<b>Subtotal - Construction</b>	<b>\$ 301,332</b>
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<b>Estimated TOTAL Project Cost</b>	<b>\$ 331,332</b>
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<b>Total Estimated Local Agency Funds</b>	<b>\$ 47,176</b>
<b>Total Federal Funds</b>	<b>\$ 284,156</b>

\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



# City of Yuma

## City Council Report

**File #:** O2024-019

**Agenda Date:** 5/15/2024

**Agenda #:** 1.

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

**TITLE:**

**Right-of-Way Vacation and Exchange: JAKARTA Holdings, LLC**

**SUMMARY RECOMMENDATION:**

Authorize the vacation of 25 feet of 4th Avenue right-of-way (easement) in exchange for the underlying fee title to the remaining 75 feet of right-of-way with JAKARTA Holdings, LLC, and City acceptance of a utility easement. (Engineering) (David Wostenberg)

**STRATEGIC OUTCOME:**

The right-of-way exchange will return underutilized property to the tax rolls and provide more opportunity for JAKARTA Holdings, LLC to re-develop their property, while providing the City of Yuma with fee title ownership of the adjacent 4th Avenue right-of-way and a utility easement in support of City Council's Respected and Responsible strategic outcome.

**REPORT:**

JAKARTA Holdings, LLC owns property at 2680 S. 4th Avenue which includes the underlying fee title to the 100-foot-wide west half-width right-of-way easement of 4th Avenue. The City right of way easement is shown in the location map attached to this City Council Report.

JAKARTA Holdings, LLC has requested that the City vacate by quitclaim deed, the west 25 feet of the 4th Avenue right-of-way easement along JAKARTA's frontage (Parcel A), subject to a 25 feet wide utility easement, which JAKARTA will deed to the City along with the underlying fee title to a 75-foot half-width (Parcel B). A 75-foot half-width right-of-way for 4th Avenue, meets the requirements of the City's 2005 Major Roadways Plan right-of-way requirement for a Principal Arterial (Constrained) along the frontage of JAKARTA Holdings property. A 75-foot right-of-way also matches previous 4th Avenue vacations in exchange for the underlying fee by the City.

**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 2023 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:

1. Resolution of Abandonment dated 7/16/2010
2. Grant of Right-of-way dated 2/19/1940

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: Jennifer Reichelt for John D. Simonton	Date: 05/06/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/06/2024

**ORDINANCE NO. O2024-019**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING A CERTAIN 25 FOOT PARCEL OF REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE AS RIGHT-OF-WAY BY THE CITY, VACATING THE SURPLUS 25 FOOT RIGHT-OF-WAY EASEMENT TO THE ABUTTING PROPERTY OWNER UPON THE RECORDING OF A QUITCLAIM DEED, AND AUTHORIZING AN EXCHANGE OF THE SURPLUS 25 FOOT RIGHT-OF-WAY EASEMENT FOR THE UNDERLYING FEE TITLE TO THE 75 FOOT RIGHT-OF-WAY DESCRIBED IN THIS ORDINANCE, TOGETHER WITH A 25 FOOT UTILITY EASEMENT FOR WATER, SANITARY SEWER AND OTHER PUBLIC PURPOSES**

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

WHEREAS, the State of Arizona Highway Department obtained an easement over the West 100 feet of 4<sup>th</sup> Ave, dated February 23, 1940, recorded in Book 88 of Deeds, Pages 312 and 313, Yuma County Records; and,

WHEREAS, the Arizona Department of Transportation abandoned their interest in Business Route 8 (portions of 4<sup>th</sup> Avenue and 32<sup>nd</sup> Street within City limits) to the City of Yuma by Resolution, dated September 20, 2010, recorded at Fee Number 2010-22898, Yuma County Records; and,

WHEREAS, the City is now the beneficiary/grantee of that portion of a right-of-way easement described in Exhibit A, attached and referred to as Parcel A, to be declared surplus for City use by this Ordinance and conditionally vacated by quitclaim deed to the abutting property owner (Owner), JAKARTA Holdings, LLC; and,

WHEREAS, in exchange for vacating the City's right-of-way easement on Parcel A, the Owner will deed the underlying fee title to the east 75 feet of 4<sup>th</sup> Avenue right-of-way to the City, described as Parcel B in Exhibit B attached, together with a 25 foot easement on Parcel A for water, sanitary sewer, and other public purposes; and,

WHEREAS, the exchange of the above described properties will result in the City's fee ownership of land necessary for the 4<sup>th</sup> Avenue public roadway, and a utility easement for water, sanitary sewer, and other related public uses; and,

WHEREAS, the exchange of the above-described properties will result in the return of the vacated right-of-way to the public tax rolls.

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

SECTION 1: It is deemed necessary and essential, as a matter of public necessity and public welfare, that fee title to Parcel B, described in Exhibit B, and a municipal utility infrastructure easement in Parcel A, described in Exhibit A, be acquired by the City of Yuma through an exchange accomplished by declaring Parcel A surplus for City use, vacating the right-of-way easement described in Exhibit A by quitclaim deed to the abutting Owner, and the Owner deeding a utilities easement back to the City on Parcel A and the underlying fee title to Parcel B to the City, as such acquisitions will be in the public interest of the City and would be of public benefit.

SECTION 2: Parcel A is declared surplus for the City and public use and shall be vacated to the abutting property owner in accordance with Arizona Revised Statutes (A.R.S.) § 28-7205(2) in exchange for the underlying fee simple title to Parcel B and a municipal utility infrastructure easement on Parcel A.

SECTION 3: The City Administrator is authorized and directed to execute all deeds or other instruments necessary to accomplish the intent of this Ordinance.

SECTION 4: All exhibits described in this Ordinance are incorporated by reference.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

**Exhibit A**

*(Parcel A legal description for quitclaim deed and easement)*

The South 100.00 feet of the North 530.00 feet of the West 25.00 feet of the East 100.00 feet of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 4, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona;

Containing 2499.91 square feet or 0.0574 of an acre, more or less.

**Exhibit B**

*(Parcel B legal description for fee simple title conveyed to City of Yuma)*

The South 100.00 feet of the North 530.00 feet of the East 75.00 feet of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 4, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona;

Containing 7499.72 square feet or 0.1722 of an acre, more or less.



Parcel A  
25 feet r-o-w vacation  
and utility easement  
Exhibit A

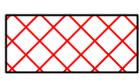
Parcel B  
75 Feet fee simple  
Exhibit B

S 004

T 009S R023W

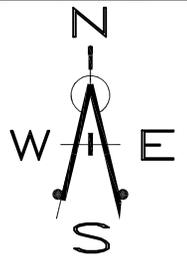
W 27TH ST

S 4TH AVE

 ROW Area to be dedicated

 ROW area to be vacated & easement reserved

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



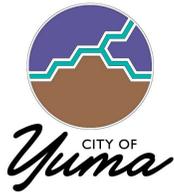
# LOCATION MAP

Prepared by: Andrew McGarvie  
Checked by:

CITY OF YUMA  
ENGINEERING  
DEPARTMENT

DATE: 4/24/2024  
SCALE: N.T.S  
REVISED:

CIP NO.



# City of Yuma

## City Council Report

File #: O2024-020

Agenda Date: 6/5/2024

Agenda #: 1.

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

**TITLE:**

**Grant of Easement: Electrical Facilities - 200 S. Maiden Lane**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a grant of easement on City property near the southeast corner of Maiden Lane and 2<sup>nd</sup> Street to Arizona Public Service Company (APS) for the installation of electric facilities necessary for the development of surrounding Downtown Yuma properties. (City Administrator/Jay Simonton)

**STRATEGIC OUTCOME:**

Granting an easement for electrical facilities at this location supports the City Council’s strategic outcome of Respected and Responsible as the easement benefits the development of the new Yuma County Administration Services Building and allows for the orderly and responsible development of Downtown Yuma.

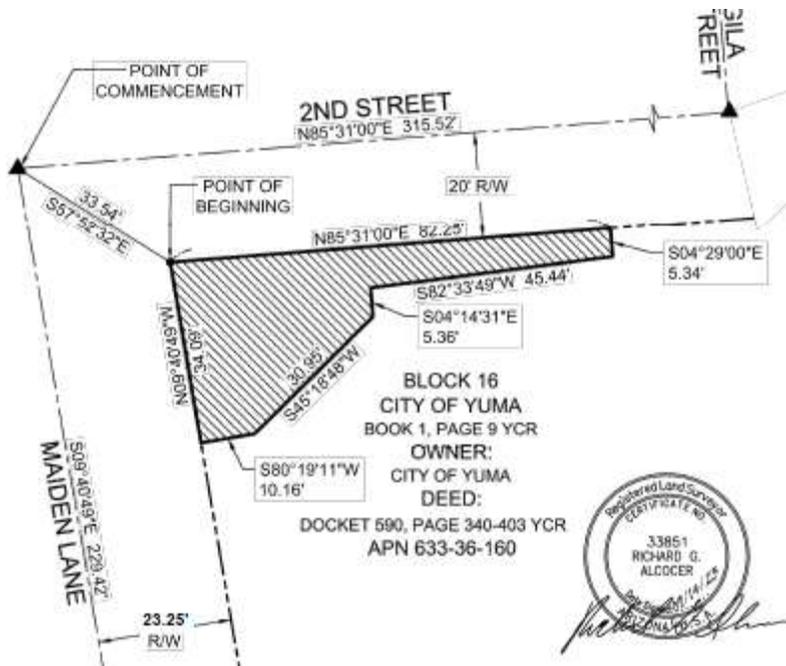
**REPORT:**

The City of Yuma (City) owns a parcel of land legally described as Block 16, according to White’s Survey Map 0000-1, filed April 4, 1894, in the Yuma County Recorder’s Office. Block 16 is the parcel of land bounded by 2<sup>nd</sup> Street to the north, Gila Street to the east, 3<sup>rd</sup> Street to the south, and Maiden Lane to the west.

APS has requested a new easement at no cost from the City of approximately 1,232 square feet in the Northwest corner of Block 16. Below is a map of the new easement area (Easement Area) as well as a recent photo from Google Maps of the Easement Area.

According to APS, the need for new electrical facilities in the Easement Area is created by the ongoing construction of the new Yuma County Administration Services Building at 197 S. Main St., and the future development of Downtown Yuma.

Because the City may someday wish to develop Block 16 in a manner that is incompatible with this new easement, APS agrees that the City has the right to request the relocation of the new electrical facilities and the abandonment of the Easement Area at no future cost to the City.



**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 easement will prohibit the City from planting certain trees or placing irrigation systems within the easement area, but these land use restrictions should not have a fiscal impact on the City.

**ADDITIONAL INFORMATION:**

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

None

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**ORDINANCE NO. O2024-020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT FOR THE INSTALLATION OF NEW ELECTRICAL FACILITIES AT CITY-OWNED PROPERTY NEAR THE SOUTHEAST CORNER OF MAIDEN LANE AND 2<sup>ND</sup> STREET**

WHEREAS, the City of Yuma (“City”) owns a parcel of land legally described as Block 16, according to White’s Survey Map 0000-1, filed April 4, 1894, in the Yuma County Recorder’s Office; and,

WHEREAS, Arizona Public Service Company (“APS”) has requested an easement from the City of approximately 1,232 square feet in the Northwest corner of Block 16 as depicted in Exhibit A (“Easement Area”) for the installation of new electrical facilities; and,

WHEREAS, APS states that the new electrical facilities within the Easement Area are necessary for the development of surrounding properties in Downtown Yuma.

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

SECTION 1: It is deemed appropriate, as a matter of public necessity and public welfare, that the City grant an easement to APS for the installation of new electrical facilities within the Easement Area in accordance with the City of Yuma-APS Utility Easement Agreement on file in the Office of the City Clerk.

SECTION 2: The City Administrator is authorized to execute all necessary documents on behalf of the City to grant the above-referenced easement to APS.

Adopted this \_\_\_\_\_ day of June 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

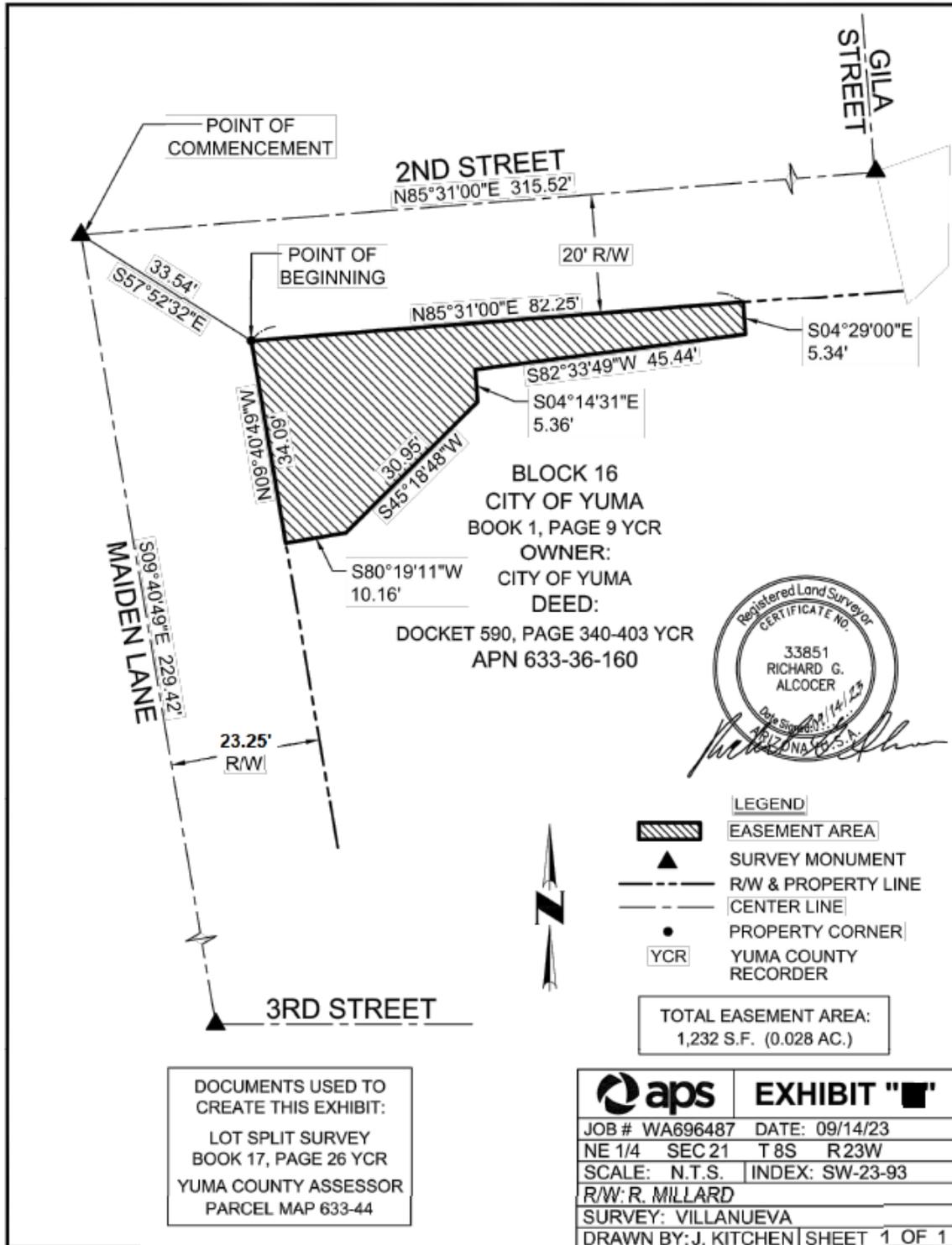
ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

Exhibit A



M:\04102840\04102840\W\633-44\W\633-44\W\633-44\EXHIBIT A.dwg 11/14/23 11:14:23

NE¼-21-8S-23W  
32.682199 -114.667678  
APN 633-44-154  
SW-23-93  
WA696487  
RM/JGF

## **CITY of YUMA-APS UTILITY EASEMENT**

**CITY OF YUMA**, a municipal corporation of the State of Arizona, (hereinafter called “Grantor”), is the owner of the following described real property located in Yuma County, Arizona (hereinafter called “Grantor’s Property”):

### **SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF**

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called “Grantee”), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor’s Property described as follows (herein called the “Easement Premises”):

### **SEE EXHIBIT “B” ATTACHED HERETO AND MADE A PART HEREOF**

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee’s own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit “B.” In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee’s judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Clear areas shall be maintained that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee hereby acknowledges that there may be irrigation lines or gas, communications, cable/fiber, water, sewer and electric utility infrastructure in the Easement Premises or in the adjacent right-of-way, and Grantee agrees to exercise reasonable care to avoid damage to the Easement Premises and any irrigation lines, utility infrastructure, or any other improvements placed thereon or in the adjacent right-of-way and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and

other improvements within the Easement Premises or in the adjacent right-of-way will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities at no cost to Grantor. Upon Grantor requesting the relocation of Grantee Facilities, Grantee shall, within twelve months, (1) acquire a new easement area, (2) relocate the Grantee Facilities to the new easement area, and (3) abandon its rights to use the Easement Premises granted in this easement by recording a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



**CONSENT AND ACKNOWLEDGMENT**

Yuma County (“County”), in signing below, acknowledges that this Easement is for the benefit of facilities owned and operated by the County. The County agrees that if Grantor requires relocation of the Grantee Facilities, the County will both (1) provide Grantee with a new easement in a form and location acceptable to Grantee, at no cost to Grantee, and (2) pay all or a portion of the cost of redesigning and relocating the Grantee Facilities (collectively, the “Relocation Costs”), based on the number of non-County owned or operated properties serviced by the Grantee Facilities. For example, if the Grantee Facilities service only properties owned or operated by the County, then the County must pay all of the Relocation Costs. If, however, the Grantee Facilities service one County-owned property and one property not owned or operated by the County, the County would only be responsible for half of the Relocation Costs.

IN WITNESS WHEREOF, Yuma County, a political subdivision of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this \_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Ian McGaughey  
Yuma County Administrator

## **EXHIBIT “A”**

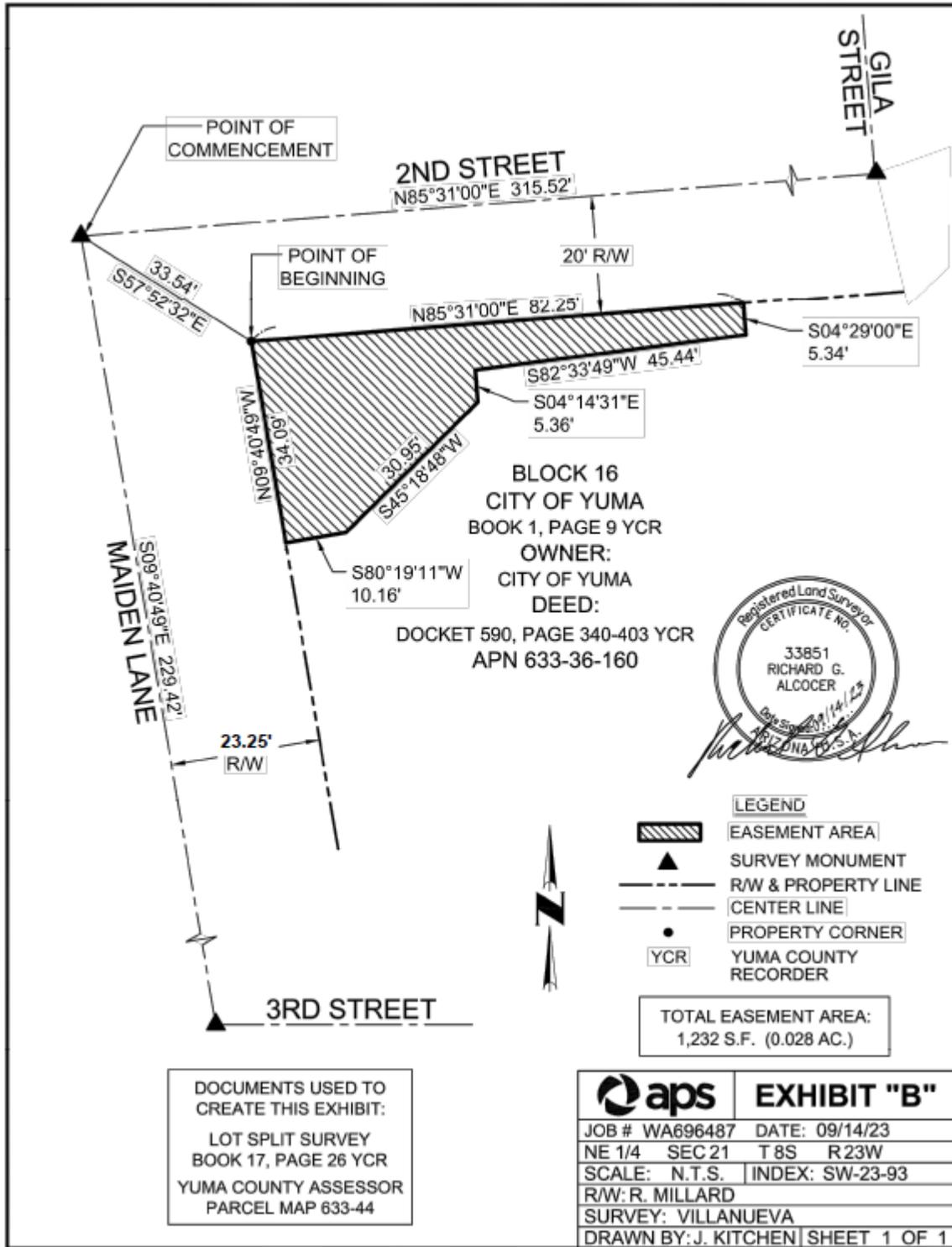
**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)  
AS RECORDED IN DOCKET 590, PAGES 340-403 Y.C.R.**

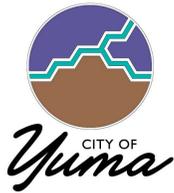
**All of Block Sixteen (16) of the CITY OF YUMA, Yuma County, State of Arizona, according to White’s Survey Map 0000-1 thereof, filed April 4, 1894, in the office of the County Recorder Yuma County, Arizona**

Descriptions Verified By:	Andrew McGarvie
City Engineering Department	12/6/23

# EXHIBIT "B"

(LEGAL DESCRIPTION AND / OR EXHIBIT OF EASEMENT PREMISES)





City of Yuma
City Council Report

File #: O2024-021

Agenda Date: 6/5/2024

Agenda #: 2.

Table with 3 columns: DEPARTMENT, STRATEGIC OUTCOMES, ACTION. Includes checkboxes for various outcomes and actions like 'Safe & Prosperous', 'Respected & Responsible', 'Ordinance - Introduction', etc.

TITLE:

Rezoning of Property: Northwest Corner of 28th Street and Avenue B

SUMMARY RECOMMENDATION:

Approve the rezoning of an approximately .51 acre lot from the Agriculture (AG) District to the Limited Commercial (B-1) District, for the property located on the northwest corner of 28th Street and Avenue B, Yuma, AZ. (ZONE-42395-2024) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The rezoning of the property will support commercial development that will be responsibly constructed, meeting all codes and requirements. This rezone assists in furthering the City Council's strategic outcomes as it relates to Safe and Prosperous, and Respected and Responsible.

REPORT:

The property is located on the northwest corner of 28th Street and Avenue B, currently undeveloped and approximately .51 acres in size. The property was annexed to the City of Yuma in September of 2005.

The applicant is requesting to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District, with the intent to lot tie the .51 acre property with the property to the west for future commercial development. To accomplish the proposed development of the property, the rezone is required.

The property is located in an area of the City of Yuma where the Land Use Element of the General Plan could allow a number of different zoning designations, ranging from Low Density Residential to General Commercial. The rezone of this property to Limited Commercial (B-1) would complement the character of the surrounding area. This request is in conformance with the Land Use Element of the General Plan for the City of Yuma.

Public Comments - Excerpt from Planning and Zoning Commission Meeting Minutes:

Guillermo Moreno-nunez, Assistant Planner, summarized the staff report and recommended APPROVAL.

QUESTIONS FOR STAFF

Chris Hamel - Planning and Zoning Commissioner mentioned that he is happy with the future development of the subject property.

**APPLICANT/APPLICANT’S REPRESENTATIVE**

**PUBLIC COMMENT**

None

**“Motion by Joshua Scott - Planning and Zoning Commissioner, second by Ashlie Pendleton - Planning and Zoning Commissioner to APPROVE ZONE-42395-2024 as presented.**

**“Motion carried unanimously, (5-0) with two absent.’**

**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:**

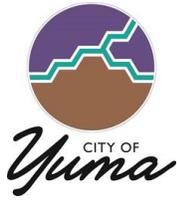
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – REZONE**  
**CASE PLANNER: GUILLERMO MORENO-NUNEZ**

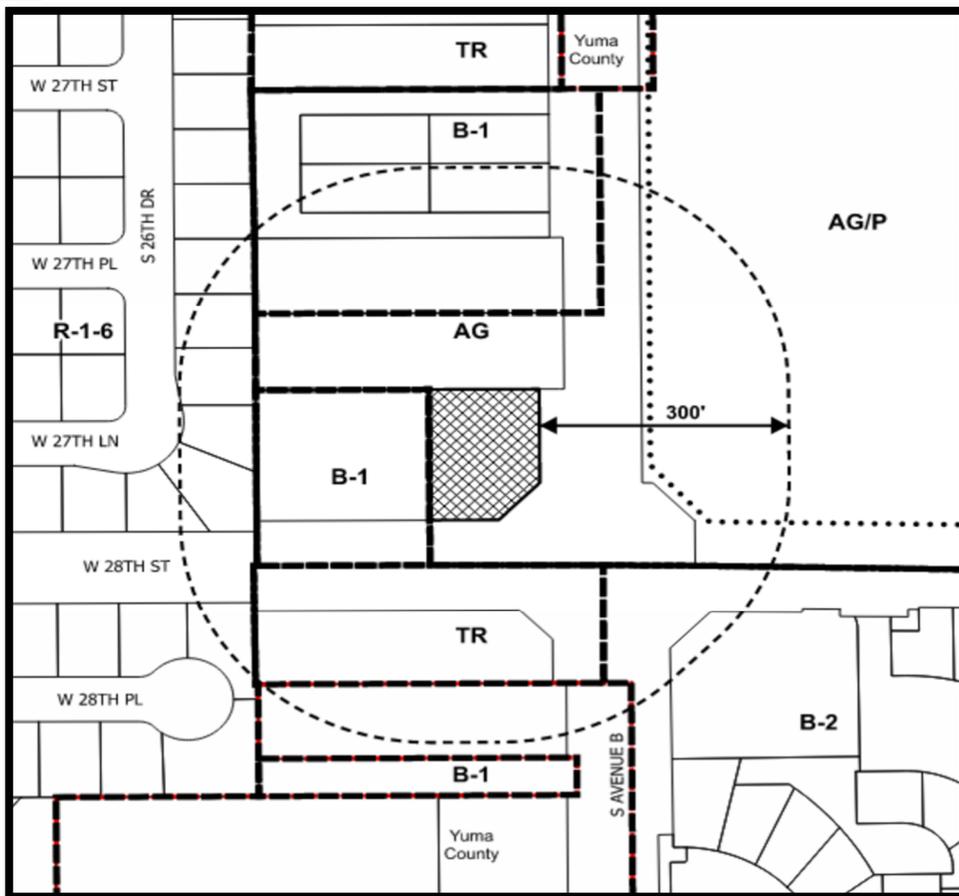
**Hearing Date:** April 22, 2024

**Case Number:** ZONE-42395-2024

**Project Description/ Location:** This is a request by Dahl, Robins & Associates on behalf of Jim Smith to rezone approximately .51 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for property located on the northwest corner of 28<sup>th</sup> Street and Avenue B, Yuma, AZ.

	<b>Existing Zoning</b>	<b>Use(s) on-site</b>	<b>General Plan Designation</b>
<b>Site</b>	Agriculture (AG)	Undeveloped Lot	Mixed Use
<b>North</b>	Agriculture (AG)	Tire Shop	Mixed Use
<b>South</b>	Transitional (TR)	Clinic	Mixed Use
<b>East</b>	Agriculture/Public Overlay (AG/P)	Court House	Public/Quasi Public
<b>West</b>	Limited Commercial (B-1)	Undeveloped Lot	Mixed Use

**Location Map**



**Prior site actions:** PDM-2295-2024 for proposed warehouse and office (February 8, 2024), Annexation ord. O2005-57 (September 3, 2005).

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

**Suggested Motion:** Move to **APPROVE** Rezone ZONE-42395-2024 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

**Effect of the Approval:** By approving the rezone, the Planning and Zoning Commission is recommending approval to City Council for the request to rezone to Limited Commercial (B-1) for the property located at the northwest corner of 28<sup>th</sup> Street and Avenue B, 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 on the northwest corner of 28<sup>th</sup> Street and Avenue B, currently undeveloped and approximately .51 acres in size. The property was annexed to the City of Yuma in September of 2005.

The applicant is requesting to rezone the property from the Agriculture (AG) District to the Limited Commercial (B-1) District, with the intent to tie the subject property with the property to west to allow future commercial development. In order to accomplish proposed development of the property, the rezone is required.

The property is located in an area of the City of Yuma where the Land Use Element of the General Plan could allow a number of different zoning designations, ranging from Low Density Residential to General Commercial. The rezone of this property to Limited Commercial (B-1) would complement the character of the surrounding area. This request is in conformance with the Land Use Element of the General Plan for the City of Yuma.

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

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

**2. Are there any dedications or property easements identified by the Transportation Element?  
No**

<b>FACILITY PLANS</b>						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
28 <sup>th</sup> Street- 2 lane Collector	50 FT H/W	61 FT H/W				
Avenue B- 4 lane Minor Arterial	40 FT H/W	75 FT H/W				X
Bicycle Facilities Master Plan	28 <sup>th</sup> Street – Existing bike lane, Avenue B – Proposed bike lane					

YCAT Transit System	Purple Route & Yellow Route – Highway 95 South (95) - 23 <sup>rd</sup> Avenue @ 28 <sup>th</sup> Street.
Issues:	None

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

<b>Parks, Recreation and Open Space Element:</b>										
Parks and Recreation Facility Plan										
Neighborhood Park:	Existing: Ponderosa Park				Future: Ponderosa Park					
Community Park:	Existing: Yuma Valley Park				Future: Yuma Valley Park					
Linear Park:	Existing: East Main Canal Linear Park				Future: East Main Canal Linear Park					
Issues:	None									
<b>Housing Element:</b>										
Special Need Household:	N/A									
Issues:	None									
<b>Redevelopment Element:</b>										
Planned Redevelopment Area:	N/A									
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X				
Conforms:	Yes		No		N/A					
<b>Conservation, Energy &amp; Environmental Element:</b>										
Impact on Air or Water Resources	Yes		No	X						
Renewable Energy Source	Yes		No	X						
Issues:	None									
<b>Public Services Element:</b>										
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			<b>Dwellings &amp; Type</b> <i>Non-residential</i>		<b>Projected Population</b>	<b>Police Impact</b>	<b>Water Consumption</b>		<b>Wastewater Generation</b>	
			Maximum	Per Unit		Officers	GPD	AF	GPD	
			0	0	0	0.00	0	0.0	0	
			Minimum							
			0	0	0	0.00	0	0.0	0	
Fire Facilities Plan:	Existing: Fire Station No. 6				Future: Fire Station No. 6					
Water Facility Plan:	Source:	City	X	Private	Connection:		10" line on 28 <sup>th</sup> Street			
Sewer Facility Plan:	Treatment:	City	X	Septic	Private		Connection: 8" on 28 <sup>th</sup> Street			
Issues:	None									
<b>Safety Element:</b>										
Flood Plain Designation:	500 Year Flood Zone			Liquefaction Hazard Area:			Yes	X	No	
Issues:	None									
<b>Growth Area Element:</b>										
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 <sup>th</sup> St			Avenue B & 32 <sup>nd</sup> St.		X		
	North End		Pacific Ave & 8 <sup>th</sup> 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

**Public Comments Received:** None Received.

**External Agency Comments:** None Received.

**Neighborhood Meeting Comments:** See Attachment C.

**Proposed conditions delivered to applicant on:** 03/21/2024

**Final staff report delivered to applicant on:** 04/02/2024

- Applicant agreed with all of the conditions of approval on: 03/26/2024
- Applicant did not agree with the following conditions of approval:
- If the Planner is unable to make contact with the applicant .

**Attachments**

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

**Prepared By:** *Guillermo Moreno-nunez* **Date:** 03/26/2024  
 Guillermo Moreno-nunez  
 Assistant Planner (928) 373-5000, x3038  
 Guillermo.moreno-nunez@yumaaz.gov

**Reviewed By:** *Jennifer L. Albers* **Date:** 3/27/24  
 Jennifer L. Albers  
 Assistant Director of Planning

**Approved By:** *Alyssa Linville* **Date:** 04/01/2024  
 Alyssa Linville  
 Director, Planning and Neighborhood Services

**ATTACHMENT A  
CONDITIONS OF APPROVAL**

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

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

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

**Community Planning, Guillermo Moreno-nunez, Assistant Planner, (928) 373-5000 x3038**

3. 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  
AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** 03/29/24
- **300' Vicinity Mailing:** 03/04/24
- **34 Commenting/Reviewing Agencies noticed:** 03/07/24
- **Site Posted on:** 03/05/24
- **Neighborhood Meeting:** 04/14/24
- **Hearing Date:** 04/22/24
- **Comments due:** 03/18/24

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	Yes	3/7/2024	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	Yes	3/11/2024	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	3/11/2024	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	Yes	3/20/2024			X
Fire	Yes	3/8/2024	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	NR				
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT C**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** 03/14/24

**Location:** On site, NWC of 28<sup>th</sup> Street and Avenue B

**Attendees:** Agent: Christopher Robins,  
Staff: Guillermo Moreno-nunez,  
Neighbor: Isaac Martinez.

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

- **MARTINEZ-** ASKED WHAT WAS GOING TO BE DEVELOPED ON LAND?
- **MORENO-NUNEZ-** EXPLAINED WHAT THE INTENT OF PROPERTY OWNER IS
- **MARTINEZ-** HAD NO OTHER COMMENTS NOR CONCERNS.

**ATTACHMENT D  
AGENCY COMMENTS**

**Andrew McGarvie P.E., Development Engineering Manager for the City of Yuma, (928) 373-5000  
x3044**

- *“The City of Yuma will not remove the existing 1’ non-access easement located along the west right-of-way line of Ave B as recorded in the Wagon Wheel Lot Tie, Fee Number 2005-05267 and recorded in Book 21 of Plats, Pages 11 and 12.”*

**ATTACHMENT E  
NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City/State/Zip Code</b>		
ACOSTA DANIEL JUDE & GABRIELA JT ADULT AND PEDIATRIC REHABILITATION LLC	2767 S 26TH DR PO BOX 5841	YUMA	AZ	85364
ADULT AND PEDIATRIC REHABILITATION LLC	PO BOX 5841	YUMA	AZ	85366
ADULT AND PEDIATRIC REHABILITATION LLC	PO BOX 5841	YUMA	AZ	85366
CASTILLO JOSE L & ROSA E JT	PO BOX 5837	YUMA	AZ	85366
COTA LUIS D AVALOS	2779 S 26TH DR	YUMA	AZ	85364
DIXON REYNOLDS & MARCIANA W	2749 S 26TH DR	YUMA	AZ	85364
ESQUIVEL JOSE G	2671 W 27TH LN	YUMA	AZ	85364
KAZNAK STEVE & LUELLA JT	4349 W 17TH PL	YUMA	AZ	85364
LASTRA ALEJANDRO & CYNTHIA JT	2739 S 26TH DR	YUMA	AZ	85364
LOMELI HILARIA LIVING TRUST 6-4-99 MAHA LLC	2834 S AVENUE B PO BOX 4145	YUMA	AZ	85364
MEDINA VICTOR ZAZUETA	2721 S 26TH DR	YUMA	AZ	85364
RYAN ARMIDA M	2683 W 27TH LN	YUMA	AZ	85364
SMITH JIM D	221 S 2ND AVE STE 1	YUMA	AZ	85364
SOMERTON FARMING COMPANY AZ CORP TCC PLAZA LLC	221 S 2ND AVE 2525 W 28TH ST STE A	YUMA	AZ	85364
TRIDENT ASSETS LLC	871 AUTO MALL DR	AMERICAN FORK	UT	84003
YUMA COUNTY OF	198 S MAIN ST	YUMA	AZ	85364

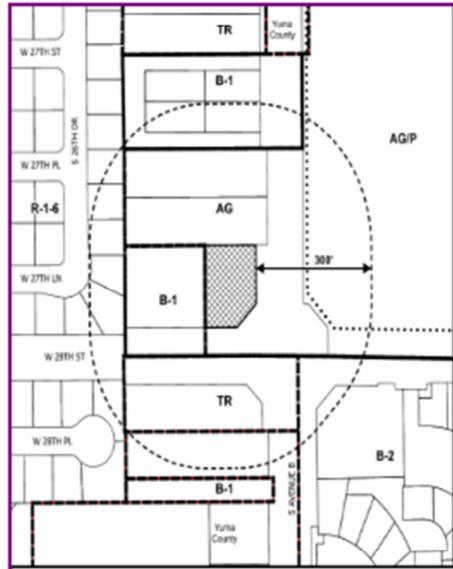
**ATTACHMENT F  
NEIGHBOR MAILING**

This is a request by Dahl, Robins & Associates on behalf of Jim Smith to rezone approximately .51 acres from the Agriculture (AG) District to the Limited Commercial (B-1) District for property located on the northwest corner of 28<sup>th</sup> Street and Avenue B, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
ZONE-42395-2024**

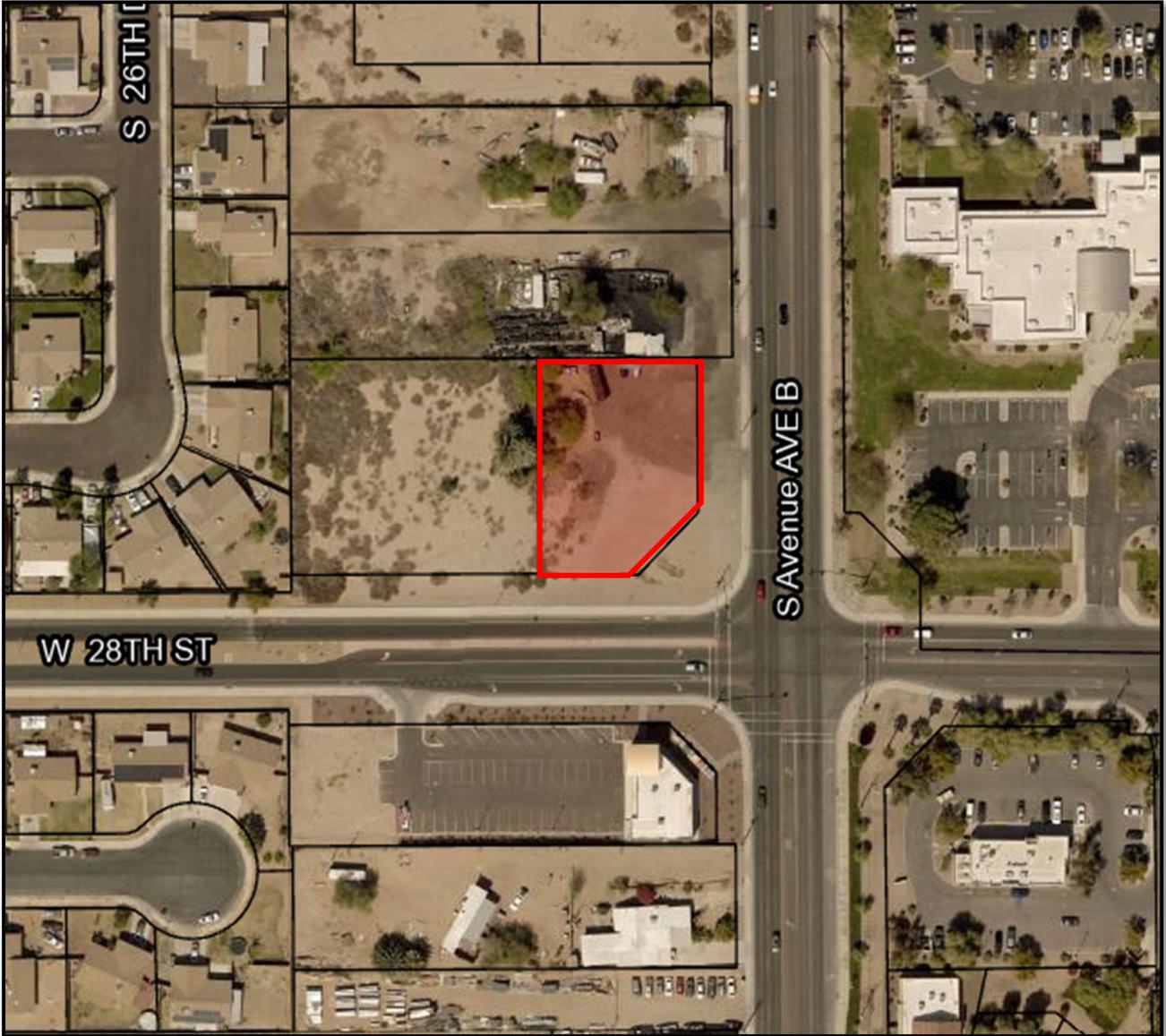
**NEIGHBORHOOD MEETING  
03/14/2024 @ 5:30PM  
ON-SITE**

**PUBLIC HEARING  
04/22/2024 @ 4:30pm  
City Hall Council Chambers  
One City Plaza, Yuma, AZ**



Because you are a neighbor within 300' of the northwest corner of 28th Street and Avenue B, Yuma, AZ, you are invited to attend these meetings to voice your comments. If you have questions or wish to submit written comments, please contact Guillermo by phone at (928) 373-5000 ext. 3038 or by email at [Guillermo.Moreno-nunez@YumaAz.gov](mailto:Guillermo.Moreno-nunez@YumaAz.gov)

ATTACHMENT G  
AERIAL PHOTO



**ORDINANCE NO. O2024-021**

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

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on April 22, 2024 in Zoning Case no: ZONE-42395-2024 in the manner prescribed by law for the purpose of rezoning one parcel of real property hereafter described to the Limited Commercial (B-1) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance, and manner provided by law, including publication of notice of the hearing in the Yuma Sun on March 29, 2024; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-42395-2024 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

*A portion of the Southeast quarter of the Southeast quarter of the Northeast quarter (SE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:*

*Parcel No. 1 of the Wagon Wheel Lot Tie, dated 2/7/2005, FEE # 2005-05267, Recorded in Book 21 of Plats, Pages 11 and 12, Yuma County Records.*

*Said parcel Containing 22,157.25 square feet or 0.509 of an acre, more or less.*

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

SECTION 2: The following condition(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.

SECTION 3: 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 timeframe then the rezone shall be subject to A.R.S. § 9-462.01.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

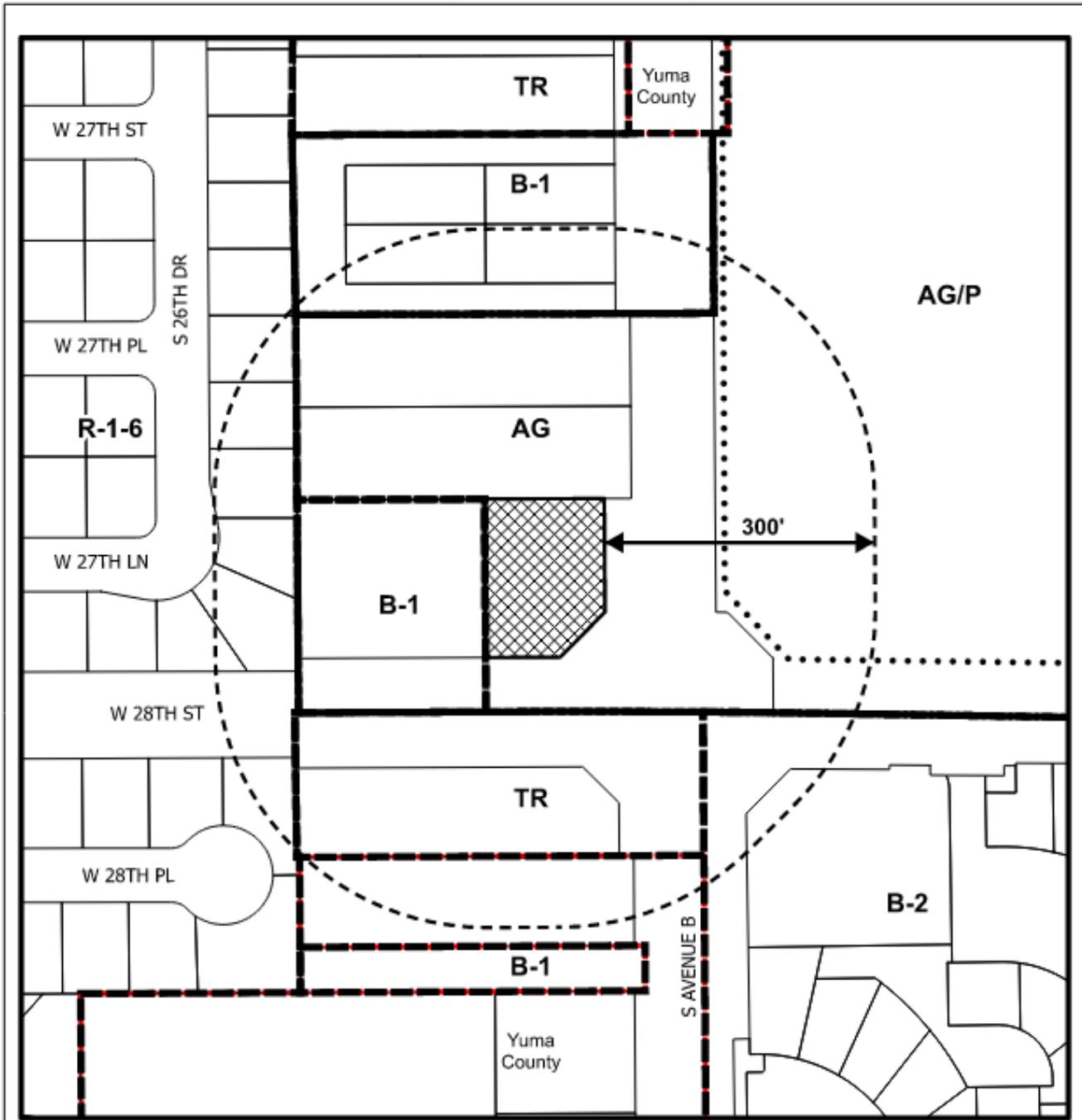
ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

Exhibit A



**LOCATION MAP**

 LOCATION OF SUBJECT PROPERTY

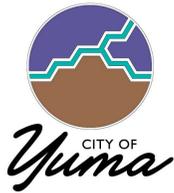


Prepared by: DG  
Checked by: GMN



Date: 2/29/2024  
Revised:  
Revised:

Case #:  
ZONE-42395-2024



# City of Yuma

## City Council Report

**File #:** O2024-023

**Agenda Date:** 6/5/2024

**Agenda #:** 3.

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

**TITLE:**

**Amend Yuma City Code: Parks, Arts, and Recreation Commission**

**SUMMARY RECOMMENDATION:**

Amend § 50-02(C) of the Yuma City Code (YCC) to remove the two-term limit for members of the Parks, Arts, and Recreation Commission and amend YCC § 50-05(A) to change the meeting frequency from monthly to quarterly and as deemed necessary by the Parks, Arts, and Recreation Commission. (Parks and Recreation) (Eric Urfer)

**STRATEGIC OUTCOME:**

The proposed changes will provide the Commission with the ability to continue serving the community, which aligns with City Council strategic outcome of Connected and Engaged.

**REPORT:**

The City Council created the Parks, Arts and Recreation Commission (PARC) to provide public input on community needs for parks, arts, and recreation programs and systems. The PARC consists of volunteer members who serve a five-year term and meet once per month to implement the mission set by City Council.

The creation of the PARC includes language limiting a volunteer’s ability to serve on PARC to two consecutive terms. The term limits restrict volunteer members whose terms have expired from continuing to serve with City Council approval.

Sometimes it is difficult to find citizens willing to serve on this board. The PARC consists of seven voting members which means at least four members must attend meetings to conduct business. PARC membership has consistently been below the maximum. This leaves a thin margin for a quorum and the margin gets thinner when members are term-limited and can no longer serve.

City staff and the members of the PARC recommend an amendment to the YCC to eliminate the term limits. The operative language imposing the term limits is found at YCC § 50-02(C) which currently reads:

C. No member may be appointed to more than two consecutive terms, full or partial.

The recommendation is to remove subsection (C) from the YCC. Removing term limits is consistent with the operations of other City Boards and Commissions and permits citizen volunteers who wish to continue to volunteer their time to do so. If Mayor and City Council adopt the recommended changes, PARC will adjust its bylaws to stagger the terms for consistency.

The PARC currently meets the third Thursday of every month. Parks and Recreation staff and PARC members find that

meeting monthly is sometimes difficult for volunteer members to attend all meetings, as many of the members are business owners, active community members, and full-time workers. City staff and members of the PARC recommend an amendment to the YCC to change the meeting frequency. The operative language imposing the meeting frequency is found at YCC § 50-05(A). Subsection (A) currently reads:

The Commission shall hold at least one regular meeting per month, which shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes. There shall be no meeting the month of July.

The recommendation is that Mayor and City Council amend subsection (A) so it will read:

The Commission shall hold at least one regular meeting once every quarter of the year and as deemed necessary by the Commission, which shall be open to the public. The time and place of meeting shall be posted in accordance with applicable Arizona statutes.

**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 File"			

**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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**ORDINANCE NO. O2024-023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 50 OF THE YUMA CITY CODE, AS AMENDED, RELATING TO BOARDS AND COMMISSIONS, REMOVING TERM LIMITS FOR THE APPOINTED VOTING MEMBERS OF THE PARKS, ARTS, AND RECREATION COMMISSION AS WELL AS CHANGING THE CURRENT MEETING FREQUENCY FROM A MONTHLY BASIS TO A QUARTELY BASIS, AND ALLOWING MEETINGS AS DEEMED NECESSARY BY THE PARKS, ARTS, AND RECREATION COMMISSION**

WHEREAS, City Council created the Parks, Arts, and Recreation Commission to act as a liaison between City government and to act in an advisory and advocacy capacity to the City Council, City Administrator, and the Director of Parks and Recreation concerning matters affecting the planning and development of the City's parks, arts, and recreation programs and systems; and,

WHEREAS, the Parks, Arts, and Recreation Commission is made up of seven (7) voting members, appointed by City Council, who volunteer their time to serve; and,

WHEREAS, from time to time, the volunteer members of the Parks, Arts, and Recreation Commission desire to continue to serve on the Parks, Arts, and Recreation Commission after two (2) consecutive terms; and,

WHEREAS, quarterly meetings with the ability to schedule additional meetings of the Parks, Arts, and Recreation Commission will be more appropriate than monthly meetings; and,

WHEREAS, the City Council of the City of Yuma finds that adoption of this ordinance serves a public purpose and permits volunteers who wish to continue serving on the Parks, Arts, and Recreation Commission to do so, without being removed for term-limits and meet on a quarterly basis.

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

SECTION 1: Yuma City Code, Title 5, Chapter 50, section 02, subsection (C) is amended to add the underlined text and delete the strikethrough text:

A member's term in office shall commence with the first regular Commission meeting following appointment and terminate with the regular Commission meeting at which the successor takes office. ~~No member may be appointed to more than two consecutive terms, full or partial.~~

SECTION 2: Yuma City Code, Title 5, Chapter 50, section 05, subsection (A) is amended to add the underlined text and delete the strikethrough text:

The Commission shall hold at least one regular meeting ~~per month~~ once every quarter of the year and as deemed necessary by the Commission, which shall be open to the public. The time and place of meeting shall be posted in accordance with applicable Arizona statutes. ~~There shall be no meeting the month of July.~~

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED:

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Douglas J. Nicholls  
Mayor

ATTESTED:

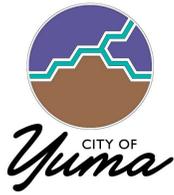
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Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

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Richard W. Files  
City Attorney



# City of Yuma

## City Council Report

**File #:** O2024-024

**Agenda Date:** 6/5/2024

**Agenda #:** 4.

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

**TITLE:**

**Amend Yuma City Code: Regulating Parks Within the City**

**SUMMARY RECOMMENDATION:**

Adopt a City ordinance to update current park operations and address ongoing issues in the parks. (Parks and Recreation) (Eric Urfer)

**STRATEGIC OUTCOME:**

Safe and Prosperous: This update provides for easier enforcement of violations, and further provides the Director of Parks and Recreation the authority and flexibility to adopt or modify rules necessary for the daily operations and maintenance of City parks.

**REPORT:**

City ordinances pertaining to Parks and Recreation have not been modified since the 1990s and an update is warranted to reflect current park operations and address ongoing issues in the parks.

The City recently implemented a Park Patrol Program to help reduce vandalism and deter crime in City parks. The program has reinforced the need to adjust the current park ordinance and adjust park operations to assist in reaching the goals of the Park Patrol Program and better serve the community.

The City is also in the process of replacing and updating park playgrounds, restrooms, ramadas, picnic tables, benches, grills, and other amenities as called for in the 2024 Parks and Recreation Master Plan and has an interest in ensuring this equipment remains intact and safe for the public.

The proposed amendment eliminates outdated sections of the current ordinance, adds a definition section to clarify terms used throughout the ordinance, adds sections for Lakes, Ponds and Unauthorized Vehicles and amends Park Hours. For Park hours, the current City ordinance permits the use of City parks until 11:00 P.M. It is dark, or near dark, by 9:00 P.M. year-round in Yuma, Arizona. Many City parks do not have lighting appropriate or sufficient for safe nighttime use of City parks after dark. This condition provides an environment for criminal activity, resulting in damage to City property, graffiti, exposure to drugs and drug paraphernalia and potential unsafe conditions. The proposed ordinance allows flexibility for City parks frequented after 9:00 P.M. for programs and events, or due to extreme heat during daytime hours.

The proposed update to the ordinance provides for easier enforcement of violations, updates department information, and further provides the Director of Parks and Recreation the authority to adopt and/or modify

rules necessary for the daily operations and maintenance of City parks.

**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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**ORDINANCE NO. O2024-024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 17, CHAPTER 170 OF THE YUMA CITY CODE REGULATING PARKS WITHIN THE CITY**

WHEREAS, City ordinances pertaining to Parks and Recreation have not been modified since the 1990's and an update is warranted; and,

WHEREAS, the current City ordinance permits use of City parks until 11:00 P.M; and,

WHEREAS, it is dark, or nearly dark, by 9:00 P.M. year-round in Yuma, Arizona; and,

WHEREAS, many City parks do not have lighting appropriate or sufficient for safe nighttime use; and,

WHEREAS, use of City parks after dark provides an environment for criminal activity, resulting in damage to City property, graffiti, exposure to drugs and drug paraphernalia during park clean-ups, and exposure to unsafe conditions by the public; and,

WHEREAS, there are City parks frequented after 9:00 P.M. for events, or due to extreme heat during daytime hours, and flexibility is necessary to allow for those uses while also protecting the quality and safety of the City parks; and,

WHEREAS, the City is in the process of replacing and updating playground equipment in the parks, to include the Inclusive Play Plan, and has an interest in ensuring this equipment remains intact and safe for the public; and,

WHEREAS, this update provides for easier enforcement of violations, and further provides the Director of Parks and Recreation the authority and flexibility to adopt and/or modify rules necessary for the daily operations and maintenance of City parks.

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

SECTION 1: Yuma City Code, Chapter 170: *Parks and Recreation*, is amended where strike through text indicates a deletion and bolded text indicates an addition as follows:

§ 170-01 ~~Desert Hills Golf Course hours.~~ **Definitions.**

~~The Desert Hills Municipal Golf Course shall be open to the public as follows:~~

~~(A) Summer (May 1 September 30): 6:00 a.m. to dark (daily) Wednesday through Monday; closed Tuesdays.~~

~~(B) Winter (October 1 April 30): 7:00 a.m. to dark (daily) Monday through Sunday.~~

1. **CITY PARK** is defined as an area of land owned, leased, or operated by the City for recreational use by the general public.
2. **ALCOHOL** is defined as:
  - a. Any product obtained by the fermentation of grapes, other agricultural products containing natural or added sugar or cider or any such alcoholic beverage fortified with grape brandy and containing not more than twenty-four percent of alcohol by volume.
  - b. Alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise, that produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one percent of alcohol by volume.
  - c. Any beverage obtained by the alcoholic fermentation, infusion or decoction of barley malt, hops, rice, bran or other grain, glucose, sugar or molasses, or any combination of them, and may include, as adjuncts in fermentation, honey, fruit, fruit juice, fruit concentrate, herbs, spices and other food materials.
  - d. Alcohol, brandy, whiskey, rum, tequila, mescal, gin, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, fruits preserved in ardent spirits, and any alcoholic mixture or preparation, whether patented or otherwise, that may in sufficient quantities produce intoxication.
3. **VEHICLE** is defined as a self-propelled device in or on which a person or property is transported, but does not include motorized wheelchairs, electric scooters, electric bicycles, motorized skateboards, personal delivery devices, or personal mobile carrying devices.

§ 170-02 ~~Park Closing Regulations.~~ **Hours.**

~~—(A) All city~~**City** parks, inclusive of all adjoining parking areas which are provided for parking for park users, are closed to the public from ~~11:00 p.m. to one hour prior to sunrise~~ **9:00PM to 5:00AM daily, unless otherwise posted at the individual park. Park hours may be modified by the City for the purposes of events or programs sponsored, sanctioned, or permitted by the City.**

~~—(B) All city athletic fields and recreation centers and gymnasiums which may be located adjacent to park properties are excluded from this provision when they are being provided for programs and/or activities which are co-sponsored or sponsored by the City of Yuma Special Services Department.~~

~~—(C) Special permits granted by the city for overnight camping in parks are not subject to this section.~~

~~(D) A CITY PARK is defined as an area of land owned, leased, or operated by the city and developed for recreational use by the general public within the city limits.~~

§ 170-03 Consumption of Alcohol in Parks; ~~Glass Beverage Containers Prohibited.~~

~~—(A) Alcoholic beverages defined. ALCOHOLIC BEVERAGES shall encompass all those items falling within the definition of BEER, SPIRITUOUS LIQUOR, and WINE, as defined in A.R.S. § 4-101.~~

~~—(B) Park classifications.~~

~~—(1) Mini park. Local and close to home space. Specialized facilities that serve a concentrated or limited population or specific group such as tots or senior citizens. Service area for this type of park is less than one-fourth mile. The size of the park is less than one-acre. The desirable characteristics are close to neighborhoods and in close proximity to apartment complexes.~~

~~—(2) Neighborhood park. An area for intense recreational activities such as field games, court games, crafts, playground apparatus area, skating, picnicking, wading pools, and the like. Service area for this type of park is between one-fourth to one-half mile radius to serve a population up to 5,000 people in a neighborhood. The desirable size is from one to 15 acres. The desirable characteristics are suited for intense development and easily accessible to the neighborhood population geographically centered with safe walking and bike access. May be developed as a school park facility.~~

~~—(3) Community parks/specialized facilities. An area of diverse environmental quality. These parks may include areas suited for intense recreational facilities such as athletic complexes and large swimming pools. These areas may be ones of natural quality or outdoor recreation such as walking, viewing, sitting, picnicking, and other passive activities. It may be all or any of the combination of the above depending on the site suitability and community need. The service area to the community for this type of park is one to two miles and the size is from 15 to 25 acres. Community parks may also include features such as water bodies and areas suited for intense development. These parks are easily accessible to the neighborhood served.~~

~~—(4) Regional/metropolitan park. An area of natural or ornamental quality for outdoor recreation such as picnicking, play areas, boating, fishing, swimming, walking, and camping. The service area for this type of park is one-hour driving time. A park of this nature will generally service several communities. The park size is from 25 to 200 acres. Regional/metropolitan parks may also include features that are contiguous to or encompassing natural resources.~~

~~(C) 1. Consumption prohibited. The consumption of alcoholic beverages **alcohol** is prohibited in **City parks unless permitted.** at all mini and neighborhood parks. The consumption of alcoholic beverages may be permitted at community and regional parks by permit.~~

~~(D) 2. Permit authorization. The Parks and Recreation Department is empowered to issue permits authorizing the consumption and possession of beer or malt liquor **alcohol** in community and regional **City** parks and to adopt rules and procedures for the issuance of such permits. Nothing herein, however, shall be deemed to authorize the consumption and possession of any alcoholic beverage in community and regional parks which is prohibited by state law.~~

~~(E) Exception. The following areas are exempt from the consumption and permitting provisions of this section:~~

- ~~—(1) Those areas specified as the premises covered by the City of Yuma liquor license.~~
- ~~—(2) The Arroyo Dunes Golf Course.~~
- ~~—(3) Caballero Park.~~
- ~~—(4) Other city facilities where special permits have been obtained pursuant to the City of Yuma Rules and Regulations for Parks and Recreational Facilities.~~

### **§ 170-04 Glass Containers**

~~(F) Glass beverage containers prohibited. It shall be unlawful for any person to have a possess glass beverage containers in his possession in any public in any City park under the jurisdiction of the city.~~

### ~~§ 170-04 Civic Center Rules and Regulations Adopted; Amendments.~~

~~—(A) The rules and regulations, standard operating procedures reference liquor and fee schedules of the Yuma Civic and Convention Center on file with the City Clerk and each and all of the rules and regulations, provisions, penalties, conditions and terms of said documents are hereby adopted as if set forth in full herein.~~

~~—(B) The rules and regulations, standard operating procedures and fee schedules for the Yuma Civic and Convention Center may be amended from time to time by the Council by resolution.~~

### **§ 170-05 Lakes and Ponds**

- 1. Swimming or bathing in lakes and ponds located within City parks is prohibited.**
- 2. Fishing is permitted in lakes and ponds located within City parks, unless otherwise posted. All Arizona fishing laws shall be complied with.**

### **§ 170-06 Unauthorized Vehicles**

- 1. Parking inoperable or unregistered vehicles in or on City parks and adjoining parking areas is prohibited.**
- 2. Only vehicles authorized by the City may be operated in areas other than those officially provided for ingress, egress and parking.**

### **§ 170-99 Penalty**

~~—(A) Unless otherwise specifically provided for in this chapter, any Any person, entity, or corporation who shall violate **found in violation of** any provision of this chapter shall be deemed guilty of a class 2 misdemeanor, and shall be punished as provided in § 10-99 of this code.~~

~~—(B) Any person who violates the provisions of § 170-02 of this chapter shall be guilty of a class 1 misdemeanor and is punishable by a fine not to exceed \$1,000 and a maximum of ten days in jail, or by both fine and imprisonment.~~

SECTION 2: Penalty

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

SECTION 3: Repeal of Conflicting Ordinances

**Ordinance No. 1381 and Resolution No. 2064 are repealed. All ordinances and parts of ordinances in conflict with the provisions of this Chapter are repealed.**

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED:

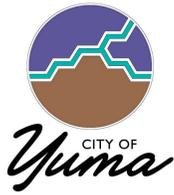
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney



# City of Yuma

## City Council Report

**File #:** MC 2024-071

**Agenda Date:** 6/5/2024

**Agenda #:** 1.

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

**TITLE:**

**Public Hearing: Truth in Taxation, Main Street Mall and Off-Street Parking Maintenance District No. 1, Levy for 12 Municipal Improvement Districts, and Final Budget Adoption for Fiscal Year 2025**

**SUMMARY RECOMMENDATION:**

Conduct a combined public hearing on the proposed City of Yuma primary property tax levy (Truth-in-Taxation); the Main Street Mall and Off-Street Parking Maintenance District No. 1 expenditures and levy, as well as for the 12 Municipal Improvement Districts (MID) and the proposed revenues and expenditures (budget) for Fiscal Year 2025 pursuant to A.R.S. § 42-17104.

The City of Yuma expenditure budget for Fiscal Year 2025 in the amount of \$521,167,546 which is comprised of a Capital Improvement Program Budget of \$222,418,219; 12 Maintenance Improvement Districts combined for \$672,094 and an Operating Expenditure Budget of \$298,077,233; including Governmental and Enterprise operations. Following the close of the public hearing, City Council may open a special meeting to adopt the proposed budget resolution, which includes a 3% increase in solid waste fees. (Administration/Finance) (Jay Simonton/Doug Allen)

**STRATEGIC OUTCOME:**

Both the Public Hearings and the final adoption by resolution of the Fiscal Year 2025 Annual Budget provide the financial framework for the City Council's vision and supports all five of City Council's strategic outcomes across all departments and funds at the City.

**REPORT:**

Pursuant to the Arizona Revised Statutes, a public hearing will be opened to hear community comments on the City of Yuma Fiscal Year 2025 tentative budget and tax levy, the Downtown Mall Maintenance District, and the 12 Municipal Improvement District expenditures and levies.

Overall, assessed values have increased 4.6% compared to last year FY 2024. This includes an increase of 3.1% to base properties and a 1.5% increase associated with new construction for FY 2025.

The primary tax rate is proposed at the maximum allowed rate of \$2.1526 which is more than the FY 2024 primary property tax rate of \$2.1321. The FY2025 base levy (excluding new construction) is \$636,201 (4.0%) more than the total FY2024 levy. This will result in a total increase in General Fund revenues of \$875,852

including both the base and new construction activity.

If the proposed primary tax levy, excluding amounts that are attributable to new construction, is greater than the amount levied in the preceding tax year, a truth in taxation hearing must be held under requirements in Arizona Revised Statutes § 42-17107. The City combines the truth in taxation hearing with the budget hearing.

The Downtown Mall Maintenance District was established in 1969 and the levy for FY 2024 was \$151,704 with a rate of \$4.2500. The City is proposing to increase the levy to \$156,109 with an associated rate of \$4.2750 in FY2025. The City’s financial support for Downtown Mall Maintenance, in addition to the levy, is approximately 54%, which the City contributes from the General Fund, with 100% being for general operations and no one-time capital contribution for FY 2025.

In accordance with the property owners’ petitions, the City has established 12 active MIDs for FY 2025 for the maintenance of landscape improvements paid through the levy and collection of assessments on the assessed value of the real and personal property within the MID. The 12 active MIDs tax basis is ad valorem, meaning the costs of the MID are shared based on the property values in the district. To avoid large tax spikes, new MIDs typically begin with a temporary loan from the City. To not over burden the early home buyers, this loan is repaid over time via the MID. As more homes are purchased, the tax base grows to cover the costs of the district.

A summary of the proposed rate, levy, and expenditures each of the 12 MIDs is shown on the following table:

Maintenance Improvement District	Proposed Tax Rate	Proposed Estimated Levy	FY 2025 Tentative Expenditures	Temporary Loan from City	Cost per \$100,000 of Property Value
Park West Units 4 and 5	\$ 0.7000	\$ 27,551	\$ 18,000	\$ -	\$ 70.00
Cielo Verde Unit Three Phases 1 and 2	1.2245	19,118	12,140	-	122.45
Desert Sky Unit 1	1.6000	73,262	62,500	28,545	160.00
Saguaro Units 3 and 4	0.5000	23,724	21,140	-	50.00
Driftwood Ranch Units 1 and 2	0.5000	22,516	19,030	-	50.00
Livingston Ranch Unit No. 2	1.6000	38,681	30,500	30,556	160.00
Desert Sands Unit No. 1	1.6000	36,506	34,768	-	160.00
Villa Serena Unit No. 1	1.8000	11,062	21,200	49,622	180.00
Araby North Subdivision	1.8000	6,399	12,243	33,077	180.00
Autumn Valley Subdivision	1.8000	3,112	19,030	31,923	180.00
La Estancia Subdivision	1.8000	58,070	49,081	5,136	180.00
Santana Sub Units 1-4	1.8000	38,246	82,440	108,857	180.00

The City Administrator and City staff, after receiving City Council input through several vision and goal setting sessions throughout Fiscal Years 2022, 2023 and 2024, prepared the Fiscal Year 2025 Proposed Annual Budget for City Council’s consideration. City Council approved the tentative budget by motion on May 15, 2024, which set the ceiling on expenditures for FY 2025 and there have been no changes. Following the close of the public hearing, the City Council may open a special meeting to adopt the Fiscal Year 2025 Annual Budget of \$521,167,546 by resolution with accompanying schedules, which includes a line item 3% solid waste fee increase.

The FY 2025 budget is comprised of the following amounts:

TOTAL BUDGET (EXPENDITURES / EXPENSES)				
Expenditures / Expenses	BUDGET FY 2024	BUDGET FY 2025	FY 2025 AND FY 2024 CHANGE IN	
			\$	%
General Fund	\$ 107,080,057	\$ 124,484,257	\$ 17,404,200	16%
Water Operating and Capacity	41,382,184	37,609,349	(3,772,835)	-9%
Waste Water Operating and Capacity	47,898,213	57,355,492	9,457,279	20%
Highway Users Revenue Fund	12,380,601	12,130,185	(250,416)	-2%
City Road Tax Fund	20,591,038	21,394,286	803,248	4%
Public Safety Tax Fund	8,593,151	9,358,314	765,163	9%
Two Percent Tax Fund	10,564,250	16,320,094	5,755,844	54%
ARPA	20,537,035	18,040,898	(2,496,137)	-12%
All Other Funds	203,794,963	224,474,671	20,679,708	10%
<b>Total Expenditures / Expenses</b>	<b>472,821,492</b>	<b>521,167,546</b>	<b>48,346,054</b>	<b>10%</b>
Less: Capital Improvement Plan	(216,040,262)	(222,418,219)	(6,377,957)	3%
<b>Operating Expenditures / Expenses</b>	<b>\$ 256,781,230</b>	<b>\$ 298,749,327</b>	<b>\$ 41,968,097</b>	<b>16%</b>

Does not include interfund transfers

Adoption of the tax rate and tax levy ordinance is scheduled for the June 26, 2024 regular City Council meeting at 5:30 p.m. in the City Council chambers located at City Hall, One City Plaza, Yuma, Arizona. In order to adopt the ordinance, it must be separately introduced following the adoption of the Fiscal Year 2025 Annual Budget by resolution. A separate tax rate and tax levy ordinance introduction is included in this June 5, 2024 Agenda.

Notice of the Public hearings, including the improvement districts and the Main Street Mall and Off-Street Parking Maintenance District No. 1, was published in the Yuma Sun on May 21, 2024, and May 28, 2024, as part of the statutorily required Budget Financial Schedules. The Fiscal Year 2025 Proposed Annual Budget has been available online, in the City Clerk’s office, and at the public library located at 2951 S. 21<sup>st</sup> Street since April 30, 2024. The proposed budget has been reviewed by the City Administrator, City staff, and City Council. The end result is a Fiscal Year 2025 financial planning document incorporating the vision and strategic outcomes established by the City Council.

**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:**

N/A

**ADDITIONAL INFORMATION:**

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE

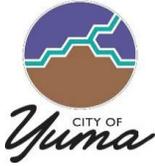
OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024



**CITY OF YUMA BUDGET SCHEDULES**

**Finance Department  
One City Plaza  
Yuma, AZ 85364  
928-373-1735**

Notice is hereby given that the Yuma City Council will hold a public hearing in the Council Chambers, City Hall, One City Plaza, Yuma, Arizona, on **Wednesday, June 5, 2024, at 5:30 P.M.**, for the purpose of (1) hearing taxpayers in favor of or against any proposed expenditure or tax levy and (2) finally determining and adopting estimates of proposed expenditures for the various purposes as set forth in the estimates and tentatively adopted. This final determination shall constitute the budget of said City for fiscal year 2024-2025. At this same time and place, the Yuma City Council will meet for the purpose of introducing the 2024-2025 tax levy. Final adoption of the tax levy will occur on **June 26, 2024**. The proposed Budget may be examined in the office of the City Clerk located at One City Plaza, Yuma, Arizona, at the Yuma County Library located at 2951 S 21st Drive, Yuma, Arizona, or may be viewed online at [www.yumaaz.gov](http://www.yumaaz.gov).

**CITY OF YUMA, ARIZONA  
SUMMARY SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES/EXPENSES  
Fiscal Year 2025**

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Funds	Debt Service Fund	Capital Project Funds	ARPA Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2024	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	107,273,080	99,891,603	21,486,656	17,974,730	20,537,035	192,038,542	13,470,596	472,672,242
2024	Actual Expenditures/Expenses**	E	89,270,813	58,272,727	21,576,656	3,268,407	2,738,937	89,332,950	9,037,835	273,498,325
2025	Fund Balance/Net Position at July 1***		35,413,503	28,449,840	2,022,937	16,862,587	-	152,069,444	31,158,238	265,976,550
2025	Primary Property Tax Levy	B	16,601,516	-	-	-	-	-	-	16,601,516
2025	Secondary Property Tax Levy	B	-	528,995	-	-	-	-	-	528,995
2025	Estimated Revenues Other than Property Taxes	C	101,559,394	107,956,330	750,000	2,088,475	18,040,898	78,328,500	14,286,100	323,009,697
2025	Other Financing Sources	D	-	-	-	-	-	-	-	-
2025	Other Financing (Uses)	D	-	-	-	-	-	-	-	-
2025	Interfund Transfers In	D	-	183,354	21,522,961	2,113,380	-	-	-	23,819,695
2025	Interfund Transfers Out	D	17,396,404	5,725,634	-	458,054	-	239,604	-	23,819,696
2025	Total Financial Resources Available		136,178,009	131,392,885	24,295,898	20,606,388	18,040,898	230,158,340	45,444,338	606,116,757
2025	Budgeted Expenditures/Expenses	E	124,484,257	121,554,302	21,522,961	15,143,000	18,040,898	204,571,299	15,850,829	521,167,546

**EXPENDITURE LIMITATION COMPARISON**

	2024	2025
1. Budgeted expenditures/expenses	\$ 472,821,492	\$ 521,167,546
2. Add/subtract: estimated net reconciling items	-	-
3. Budgeted expenditures/expenses adjusted for reconciling items	472,821,492	521,167,546
4. Less: estimated exclusions	325,592,436	353,809,831
5. Amount subject to the expenditure limitation	147,229,056	\$ 167,357,715
6. EEC expenditure limitation	\$ 160,820,335	\$ 168,185,019

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF YUMA, ARIZONA  
**TAX LEVY AND TAX RATE INFORMATION**  
 Fiscal Year 2025

	<b>2024</b>	<b>2025</b>
1. Maximum Allowable Primary Property Tax Levy. A.R.S. 42-17051(A)	\$ 16,040,777	\$ 16,601,516
2. Amount Received from Primary Property Taxation in the 2022-2023 Fiscal Year in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy. A.R.S. 42-17102(A)(18).		
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 15,725,831	\$ 16,601,516
B. Secondary Property Taxes (City-wide)	-	-
C. Special Assessment Districts		
(1) Downtown Mall District	151,704	156,109
(2) Park West Units 4 and 5	24,812	27,551
(3) Cielo Verde Unit Three Phases 1 and 2	16,742	19,118
(4) Desert Sky Unit 1	63,519	73,262
(5) Saguaro Units 3 and 4	31,075	23,724
(6) Driftwood Ranch Units 1 and 2	24,837	22,516
(7) Livingston Ranch Unit No. 2	30,664	38,681
(8) Desert Sands Unit No. 1	34,768	36,506
(9) Villa Serena Unit No. 1	6,563	11,062
(10) Araby North Subdivision	5,417	6,399
(11) Autumn Valley Subdivision	2,519	3,112
(12) La Estancia Subdivision	49,081	58,070
(13) Cielo Verde Units 2B, 4 and 6	-	14,639
(14) Desert Sands Unit No. 2	-	-
(15) Desert Sands Unit No. 3	-	-
(16) Santana Sub Units 1-4	20,773	38,246
	462,474	528,995
	\$ 16,188,305	\$ 17,130,511
4. Property Taxes Collected*		
A. Primary Property Taxes		
(1) 2023-2024 Levy	\$ 15,718,516	
(2) Prior Years' Levies	230,000	
(3) Total Primary Property Taxes	15,948,516	
B. Secondary Property Taxes (City-wide)		
(1) 2023-2024 Levy	-	
(2) Prior Years' Levies	-	
(3) Total Secondary Property Taxes	-	
C. Special Assessment Districts		
(1) 2023-2024 Levy	116,850	
(2) Prior Years' Levies	-	
(3) Total Primary Property Taxes	116,850	
D. Total Property Taxes Collected	\$ 16,065,366	

CITY OF YUMA, ARIZONA  
**TAX LEVY AND TAX RATE INFORMATION**  
 Fiscal Year 2025

	<u>2024</u>	<u>2025</u>
5. Property Tax Rates		
A. City of Yuma Tax Rate		
(1) Primary Property Tax Rate**	\$ 2.1321	\$ 2.1526
(2) Secondary Property Tax Rate	-	-
(3) Total City of Yuma Tax Rate	<u>2.1321</u>	<u>2.1526</u>
B. Special Assessment Districts		
(1) Downtown Mall District	4.2500	4.2750
(2) Park West Units 4 and 5	0.7000	0.7000
(3) Cielo Verde Unit Three Phases 1 and 2	1.2245	1.2245
(4) Desert Sky Unit 1	1.6000	1.6000
(5) Saguaro Units 3 and 4	0.8000	0.5000
(6) Driftwood Ranch Units 1 and 2	0.7240	0.5000
(7) Livingston Ranch Unit No. 2	1.6000	1.6000
(8) Desert Sands Unit No. 1	1.6000	1.6000
(9) Villa Serena Unit No. 1	1.6000	1.8000
(10) Araby North Subdivision	1.6000	1.8000
(11) Autumn Valley Subdivision	1.6000	1.8000
(12) La Estancia Subdivision	1.6000	1.8000
(13) Cielo Verde Units 2B, 4 and 6	-	-
(14) Desert Sands Unit No. 2	-	-
(15) Desert Sands Unit No. 3	-	-
(16) Santana Sub Units 1-4	1.6000	1.8000
(17) Total Special Assessment Districts Tax Rates	<u>20.4985</u>	<u>20.9995</u>
D. Total Property Tax Rates	<u>\$ 22.6306</u>	<u>\$ 23.1521</u>

\*Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>GENERAL FUND</b>			
Local Taxes:			
Sales tax (1%)	\$ 33,600,000	\$ 34,480,000	\$ 34,880,000
Franchise tax	3,698,009	3,849,544	3,887,769
Government Lease Property Excise	7,137	7,205	7,205
Delinquent property tax	250,000	230,000	240,000
Intergovernmental Revenues:			
State revenue sharing	25,500,000	26,108,929	21,000,000
State sales tax	14,371,000	14,750,000	14,800,000
Smart & Safe AZ	150,000	726,000	726,000
Auto in-lieu tax	5,375,400	5,420,000	5,700,000
Tribal contribution	15,000	15,109	15,500
Licenses and Permits:			
Business licenses	265,000	324,153	260,000
Liquor licenses	45,500	43,900	45,250
Animal Control licenses	55,000	24,200	40,000
Building permits	1,510,000	1,520,400	1,580,500
Electrical permits	401,000	402,000	405,000
Plumbing permits	95,000	105,000	115,000
Mechanical permits	95,000	105,000	95,000
Fire inspection	7,000	11,575	9,000
Encroachment permits	27,000	26,250	27,000
Charges for Services:			
Zoning and subdivision fees	55,100	44,525	49,600
Plan check fees	425,000	540,300	475,000
Other development fees	2,600	1,875	1,875
Swimming fees	160,000	147,550	151,000
Recreation fees	114,900	177,850	155,400
Ambulance Service fees	4,200,000	4,315,000	4,320,000
Intercity Cost Allocation	7,321,284	7,321,284	8,135,763
Other charges	117,000	122,500	17,000
Police services	600,000	615,000	615,000
Use of Money and Property:			
Investment income	100,000	2,500,500	2,100,050
Recreation facility rentals	261,000	298,550	292,000
Rents and surcharges	124,887	138,382	138,382
Fines, Forfeitures, Penalties:			
Vehicle code fines	575,000	522,000	575,000
Parking & other fines	345,000	425,000	425,000
Miscellaneous Revenues:			
Sale of property	588,355	25,000	25,000
Unclassified revenues	346,224	190,100	250,100
Total General Fund	<u>\$ 100,803,396</u>	<u>\$ 105,534,681</u>	<u>\$ 101,559,394</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>SPECIAL REVENUE FUNDS</b>			
Highway User Revenue Fund			
State gasoline tax	\$ 9,614,190	\$ 9,759,130	\$ 9,905,000
Investment income	15,000	135,000	40,000
Unclassified revenues	2,500	6,180	1,500
Total	<u>\$ 9,631,690</u>	<u>\$ 9,900,310</u>	<u>\$ 9,946,500</u>
City Road Tax Fund			
Sales tax (1/2%)	\$ 16,809,600	\$ 17,135,000	\$ 17,445,650
Charges for services	25,000	25,000	25,000
Investment income	30,000	750,000	500,000
Rental income	33,456	33,955	33,955
Unclassified revenues	1,500	1,500	1,500
Total	<u>\$ 16,899,556</u>	<u>\$ 17,945,455</u>	<u>\$ 18,006,105</u>
Public Safety Tax Fund			
Sales tax (0.2%)	\$ 6,711,600	\$ 6,845,000	\$ 6,970,400
Misc Rentals	-	-	-
Investment income	-	170,000	100,000
Unclassified revenues	-	32,613	-
Total	<u>\$ 6,711,600</u>	<u>\$ 7,047,613</u>	<u>\$ 7,070,400</u>
Two Percent Tax Fund			
Sales tax (2%)	\$ 8,925,000	\$ 9,030,300	\$ 9,120,600
Theatre Revenue	40,000	50,000	50,000
Liquor sales	90,000	88,850	94,000
Green fees	930,000	971,000	971,000
Range fees	43,000	-	-
Concession stand sales	335,000	204,800	214,650
Merchandise sales	160,000	225,050	225,100
Other sales	100,000	63,400	68,500
Commissions & fees	35,000	46,300	41,500
Investment income	6,500	268,000	100,000
Room rents	215,000	240,000	220,000
Equipment rents	426,500	433,275	432,500
Restaurant rental	120,000	124,000	120,000
Unclassified revenues	118,000	96,900	107,500
Total	<u>\$ 11,544,000</u>	<u>\$ 11,841,875</u>	<u>\$ 11,765,350</u>
Downtown Mall District Fund			
Delinquent property tax	\$ 5,000	\$ 2,800	\$ 5,000
Unclassified revenues	2,500	1,980	2,500
Total	<u>\$ 7,500</u>	<u>\$ 4,780</u>	<u>\$ 7,500</u>
Federal & State Grant Funds			
Grants	\$ 45,553,622	\$ 12,414,458	\$ 61,160,475
ARPA Fund			
Intergovernmental Revenue	<u>\$ 20,537,035</u>	<u>\$ 2,738,937</u>	<u>\$ 18,040,898</u>
Total Special Revenue Funds	<u>\$ 110,885,003</u>	<u>\$ 61,893,428</u>	<u>\$ 125,997,228</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>DEBT SERVICE FUND</b>			
Special Assessments:			
Investment income	\$ 30,000	\$ 720,000	\$ 750,000
Total	<u>\$ 30,000</u>	<u>\$ 720,000</u>	<u>\$ 750,000</u>
<b>CAPITAL PROJECTS FUNDS</b>			
Impact Fees	\$ 2,056,770	\$ 1,823,050	\$ 2,040,000
Investment income	271,516	361,525	48,475
Total	<u>\$ 2,328,286</u>	<u>\$ 2,184,575</u>	<u>\$ 2,088,475</u>
<b>ENTERPRISE FUNDS</b>			
Water Fund			
Residential water fees	\$ 16,000,000	\$ 16,100,000	\$ 16,260,500
Commercial water fees	9,900,000	10,507,750	10,615,000
Fire hydrant fees	452,500	477,422	485,300
Delinquent fees	850,000	865,500	870,000
Service establishment fees	350,000	273,800	305,000
Investment income	80,000	2,232,500	1,500,000
Unclassified revenues	249,250	231,149	250,250
Total	<u>\$ 27,881,750</u>	<u>\$ 30,688,121</u>	<u>\$ 30,286,050</u>
Wastewater Fund			
Residential sewer fees	\$ 11,775,000	\$ 11,815,000	\$ 12,232,450
Commercial sewer fees	7,247,500	6,089,575	6,300,000
Investment income	75,000	3,752,203	2,000,000
Unclassified revenues	24,800	69,850	1,500
Total	<u>\$ 19,122,300</u>	<u>\$ 21,726,628</u>	<u>\$ 20,533,950</u>
Water and Wastewater Restricted			
Water capacity fees	\$ 3,250,000	\$ 2,515,880	\$ 2,700,000
Sewer capacity fees	3,500,000	2,400,000	2,800,000
Water system development fees	175,000	135,000	150,000
Sewer system development fees	265,000	175,000	200,000
Investment income	61,950	3,507,220	3,128,200
Unclassified revenues	100	100	100
Total	<u>\$ 7,252,050</u>	<u>\$ 8,733,200</u>	<u>\$ 8,978,300</u>
Solid Waste Fund			
Collection fees	\$ 5,571,785	\$ 5,395,900	\$ 5,565,100
Receptacles sales	90,000	95,000	95,000
Unclassified revenues	14,000	120,000	60,000
Total	<u>\$ 5,675,785</u>	<u>\$ 5,610,900</u>	<u>\$ 5,720,100</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

<b>SOURCES OF REVENUES</b>	<b>ESTIMATED REVENUES 2024</b>	<b>ACTUAL REVENUES* 2024</b>	<b>ESTIMATED REVENUES 2025</b>
<b>Yuma Regional Communications System Fund</b>			
Radio Repair Fees	\$ 2,307,100	\$ 2,366,718	\$ 2,329,100
Federal contributions	10,430,000	10,430,000	10,430,000
Investment income	10,000	150,000	50,000
Sale of property	21,000	1,150	1,000
Total	<u>\$ 12,768,100</u>	<u>\$ 12,947,868</u>	<u>\$ 12,810,100</u>
Total Enterprise Funds	<u>\$ 72,699,985</u>	<u>\$ 79,706,717</u>	<u>\$ 78,328,500</u>
<b>INTERNAL SERVICE FUNDS</b>			
<b>Major Equipment Replacement Fund</b>			
Equipment pre-payments	\$ 3,148,749	\$ 3,916,681	\$ 5,460,898
Investment income	30,000	632,000	100,000
Unclassified revenue	-	7,328	-
Total	<u>\$ 3,178,749</u>	<u>\$ 4,556,009</u>	<u>\$ 5,560,898</u>
<b>Equipment Maintenance Fund</b>			
Guaranteed maintenance	\$ 2,737,417	\$ 2,737,417	\$ 2,772,503
Non-guaranteed maintenance	260,000	360,000	300,000
Total	<u>\$ 2,997,417</u>	<u>\$ 3,097,417</u>	<u>\$ 3,072,503</u>
<b>Insurance Reserve Fund</b>			
Insurance premiums	\$ 1,914,443	\$ 1,820,680	\$ 2,546,199
Investment income	6,500	6,500	6,500
Unclassified revenue	1,500,000	1,500,000	1,500,000
Total	<u>\$ 3,420,943</u>	<u>\$ 3,327,180</u>	<u>\$ 4,052,699</u>
<b>Workers Comp Fund</b>			
Workers Comp charges	\$ 1,450,000	\$ 1,740,000	\$ 1,450,000
Investment income	8,500	319,200	150,000
Unclassified revenue	500,000	-	-
Total	<u>\$ 1,958,500</u>	<u>\$ 2,059,200</u>	<u>\$ 1,600,000</u>
Total Internal Service Funds	<u>\$ 11,555,609</u>	<u>\$ 13,039,806</u>	<u>\$ 14,286,100</u>
Total All Funds	<u><u>\$ 298,302,279</u></u>	<u><u>\$ 263,079,207</u></u>	<u><u>\$ 323,009,697</u></u>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF YUMA, ARIZONA  
**OTHER FINANCING**  
**SOURCES/(USES) AND INTERFUND TRANSFERS**  
 FISCAL YEAR 2025

FUND	OTHER FINANCING 2025		INTERFUND TRANSFERS 2025	
	SOURCES	USES	IN	(OUT)
<b>GENERAL FUND</b>	\$ -	\$ -	\$ -	\$ 17,396,404
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund	\$ -	\$ -	\$ -	\$ 96,175
City Road Tax Fund	-	-	-	4,376,760
Public Safety Tax Fund	-	-	-	780,802
Two Percent Tax Fund	-	-	-	471,897
Yuma Mall Maintenance Fund	-	-	183,354	-
Total Special Revenue Funds	\$ -	\$ -	\$ 183,354	\$ 5,725,634
<b>DEBT SERVICE FUNDS</b>	\$ -	\$ -	\$ 21,522,961	\$ -
<b>CAPITAL PROJECTS FUNDS</b>	\$ -	\$ -	\$ 2,113,380	\$ 458,054
<b>ENTERPRISE FUNDS</b>				
Water Fund	\$ -	\$ -	\$ -	\$ 49,113
Wastewater Fund	-	-	-	54,371
Solid Waste Fund	-	-	-	136,120
Total Enterprise Funds	\$ -	\$ -	\$ -	\$ 239,604
<b>INTERNAL SERVICE FUNDS</b>	\$ -	\$ -	\$ -	\$ -
Total All Funds	\$ -	\$ -	\$ 23,819,695	\$ 23,819,695

CITY OF YUMA, ARIZONA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
<b>GENERAL FUND</b>				
Mayor & City Council	\$ 842,928	\$ -	\$ 784,036	\$ 887,153
Municipal Court	2,864,939	-	3,006,206	3,324,674
City Administration	3,975,291	182,009	3,999,806	4,906,956
City Attorney	1,609,033	630	1,725,597	1,943,512
Information Technology	5,959,628	(630)	6,041,671	6,401,517
Finance	2,943,991	-	2,800,293	3,284,775
Human Resources	1,767,041	13,000	1,650,501	1,997,671
General Government	10,546,706	(120,009)	796,649	13,483,804
Planning and Neighborhood Services	2,747,295	-	2,260,378	3,005,159
Building Safety	9,866,691	-	9,410,514	10,591,274
Engineering	358,041	-	394,823	373,652
Parks and Recreation	8,675,465	102,734	8,240,940	9,704,139
Police	31,051,986	-	30,380,787	35,970,494
Fire	17,558,947	15,289	17,331,426	21,316,809
Capital Improvements	6,312,075	-	447,186	7,292,668
Total	<u>\$ 107,080,057</u>	<u>\$ 193,023</u>	<u>\$ 89,270,813</u>	<u>\$ 124,484,257</u>
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund				
Mayor & City Council	\$ 36,900	\$ -	\$ -	\$ 36,900
Public Works	12,078,618	(400,223)	11,500,326	11,998,425
General Government	265,083	-	-	94,860
Total	<u>\$ 12,380,601</u>	<u>\$ (400,223)</u>	<u>\$ 11,500,326</u>	<u>\$ 12,130,185</u>
City Road Tax Fund				
City Administration	\$ -	\$ -	\$ 9,697	\$ -
Public Works	1,854,137	399,795	3,088,220	2,280,396
Engineering	2,560,788	(721)	2,493,605	2,628,559
General Government	217,063	-	-	68,450
Capital Improvements	15,959,050	-	10,638,770	16,416,881
Total	<u>\$ 20,591,038</u>	<u>\$ 399,074</u>	<u>\$ 16,230,292</u>	<u>\$ 21,394,286</u>
Public Safety Tax Fund				
Police	\$ 2,394,029	\$ (437,000)	\$ 1,828,117	\$ 3,593,266
Fire	2,119,023	(1,734)	2,075,170	1,778,456
General Government	258,599	-	258,599	241,092
Capital Improvements	3,821,500	-	2,290,228	3,925,500
Total	<u>\$ 8,593,151</u>	<u>\$ (438,734)</u>	<u>\$ 6,452,114</u>	<u>\$ 9,538,314</u>
Two Percent Tax Fund				
City Administration	\$ 850,516	\$ 381,498	\$ 802,471	\$ 1,230,217
General Government	1,804,433	-	1,564,155	2,028,874
Engineering	8,471	-	6,223	9,153
Parks and Recreation	7,890,310	(388,998)	7,621,699	8,037,808
Capital Improvements	2,339,600	2,200	1,689,170	5,014,042
Total	<u>\$ 12,893,330</u>	<u>\$ (5,300)</u>	<u>\$ 11,683,718</u>	<u>\$ 16,320,094</u>

CITY OF YUMA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Yuma Mall Maintenance Fund				
Parks and Recreation	\$ 442,730	\$ -	\$ 339,529	\$ 335,775
General Government	10,417	-	-	3,079
Total	<u>\$ 453,147</u>	<u>\$ -</u>	<u>\$ 339,529</u>	<u>\$ 338,854</u>
Improvement Districts Funds				
Public Works	\$ 448,876	\$ -	\$ 384,502	\$ 672,094
Grant Funds				
City Administration	\$ 240,000	\$ 12,571	\$ 147,528	\$ 400,000
Planning and Neighborhood Services	5,688,892	321,329	1,146,121	5,613,665
Building Safety	-	66,353	55,796	60,205
Parks and Recreation	4,351,000	(4,082,897)	91,097	85,000
Municipal Court	100,000	101,000	69,467	100,000
City Attorney	10,000	5,000	4,045	8,000
Information Technology	100,000	26,445	93,154	-
Public Works	200,000	-	-	200,000
Police	3,291,999	6,685,246	2,966,883	11,030,709
Fire	1,870,506	(915,773)	215,171	904,237
General Government	2,818,928	(2,684,838)	-	10,005,794
Capital Improvements	26,635,129	135,753	6,892,984	32,752,865
Total	<u>\$ 45,306,454</u>	<u>\$ (329,811)</u>	<u>\$ 11,682,246</u>	<u>\$ 61,160,475</u>
Total Special Revenue Funds	<u>\$ 100,666,597</u>	<u>\$ (774,994)</u>	<u>\$ 58,272,727</u>	<u>\$ 121,554,302</u>
<b>CAPITAL PROJECT FUNDS</b>				
Capital Improvements	\$ 16,890,000	\$ -	\$ 3,249,177	\$ 14,595,000
Police Development	3,000	1,066,000	3,000	548,000
Engineering Development	6,000	-	6,000	-
Fire Development	2,500	-	2,500	-
General Government Development	230	-	230	-
Parks and Recreation Development	7,000	-	7,500	-
Total	<u>\$ 16,908,730</u>	<u>\$ 1,066,000</u>	<u>\$ 3,268,407</u>	<u>\$ 15,143,000</u>
<b>ARPA FUNDS</b>				
City Administration	\$ 2,906,635	\$ (1,090,000)	\$ 15,342	\$ 2,906,635
Neighborhood Services	-	460,000	90,818	-
Fire	-	630,000	421,090	-
Capital Improvements	17,630,400	-	2,211,687	15,134,263
Total	<u>\$ 20,537,035</u>	<u>\$ -</u>	<u>\$ 2,738,937</u>	<u>\$ 18,040,898</u>
<b>DEBT SERVICE FUNDS</b>				
Municipal Property Corporation Bonds	\$ 21,486,656	\$ -	\$ 21,576,656	\$ 21,522,961
Total	<u>\$ 21,486,656</u>	<u>\$ -</u>	<u>\$ 21,576,656</u>	<u>\$ 21,522,961</u>
<b>ENTERPRISE FUNDS</b>				
Water:				
City Administration	\$ -	\$ -	\$ 5,926	\$ -
Engineering	646,780	421	670,932	706,847
Utilities	23,355,906	-	21,280,238	23,694,992
General Government	552,848	-	-	204,010
Capital Improvements	16,825,000	-	11,567,829	13,003,500
Total	<u>\$ 41,380,534</u>	<u>\$ 421</u>	<u>\$ 33,524,925</u>	<u>\$ 37,609,349</u>
Wastewater:				
City Administration	\$ -	\$ -	\$ 4,848	\$ -
Engineering	466,918	300	497,848	513,760
Utilities	20,361,559	-	19,074,778	22,221,449
General Government	435,386	-	-	161,783
Capital Improvements	109,736,000	-	6,151,792	123,458,500
Total	<u>\$ 130,999,863</u>	<u>\$ 300</u>	<u>\$ 25,729,266</u>	<u>\$ 146,355,492</u>

CITY OF YUMA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Yuma Regional Comm. System Fund				
Information Technology	\$ 13,786,665	\$ -	\$ 24,392,729	\$ 13,872,989
General Government	58,413	-	-	24,459
Total	<u>\$ 13,845,078</u>	<u>\$ -</u>	<u>\$ 24,392,729</u>	<u>\$ 13,897,448</u>
Solid Waste Fund				
City Administration	\$ -	\$ -	\$ 1,347	\$ -
Public Works	5,172,026	-	5,145,891	6,042,927
Engineering	5,300	-	3,890	5,737
General Government	635,020	-	534,902	660,346
Total	<u>\$ 5,812,346</u>	<u>\$ -</u>	<u>\$ 5,686,030</u>	<u>\$ 6,709,010</u>
Total Enterprise Funds	<u>\$ 192,037,821</u>	<u>\$ 721</u>	<u>\$ 89,332,950</u>	<u>\$ 204,571,299</u>
<b>INTERNAL SERVICE FUNDS</b>				
Equipment Maintenance Fund:				
General Government	\$ 104,553	\$ -	\$ -	\$ 34,258
Public Works	2,963,779	-	2,869,691	3,118,440
Total	<u>\$ 3,068,332</u>	<u>\$ -</u>	<u>\$ 2,869,691</u>	<u>\$ 3,152,698</u>
Insurance Reserve Fund:				
City Attorney	\$ 1,021,000	\$ -	\$ 636,719	\$ 1,170,000
General Government	2,415,171	-	2,224,730	2,605,196
Total	<u>\$ 3,436,171</u>	<u>\$ -</u>	<u>\$ 2,861,449</u>	<u>\$ 3,775,196</u>
Equipment Replacement Fund:				
Building Safety	\$ 199,870	\$ -	\$ 43,856	\$ 236,232
Public Works	2,014,230	-	-	3,545,929
Utilities	60,000	-	103,395	54,122
Information Technology	53,000	-	-	46,933
Parks and Recreation	560,375	-	365,581	1,446,354
Police Department	1,357,618	(634,000)	566,490	593,365
Fire Department	355,000	-	327,392	-
Total	<u>\$ 4,600,093</u>	<u>\$ (634,000)</u>	<u>\$ 1,406,714</u>	<u>\$ 5,922,935</u>
Workmans' Comp Fund	3,000,000	-	1,899,981	3,000,000
Total Internal Service Funds	<u>\$ 14,104,596</u>	<u>\$ (634,000)</u>	<u>\$ 9,037,835</u>	<u>\$ 15,850,829</u>
<b>Total All Funds</b>	<u>\$ 472,821,492</u>	<u>\$ (149,250)</u>	<u>\$ 273,498,325</u>	<u>\$ 521,167,546</u>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>MAYOR &amp; CITY COUNCIL</b>				
General Fund	\$ 842,928	\$ -	\$ 784,036	\$ 887,153
Special Highway Users Fund	36,900	-	-	36,900
Total	<u>\$ 879,828</u>	<u>\$ -</u>	<u>\$ 784,036</u>	<u>\$ 924,053</u>
<b>MUNICIPAL COURT</b>				
General Fund	\$ 2,864,939	\$ -	\$ 3,006,206	\$ 3,324,674
Grant Funds	100,000	101,000	69,467	100,000
Total	<u>\$ 2,964,939</u>	<u>\$ 101,000</u>	<u>\$ 3,075,673</u>	<u>\$ 3,424,674</u>
<b>CITY ADMINISTRATION</b>				
General Fund	\$ 3,975,291	\$ 182,009	\$ 3,999,806	\$ 4,906,956
City Road Tax Fund	-	-	9,697	-
Two Percent Tax Fund	850,516	381,498	802,471	1,230,217
Grant Funds	240,000	12,571	147,528	400,000
ARPA Fund	2,906,635	(1,090,000)	15,342	2,906,635
Solid Waste	-	-	1,347	-
Water Fund	-	-	5,926	-
Wastewater Fund	-	-	4,848	-
Total	<u>\$ 7,972,442</u>	<u>\$ (513,922)</u>	<u>\$ 4,986,965</u>	<u>\$ 9,443,808</u>
<b>CITY ATTORNEY</b>				
General Fund	\$ 1,609,033	\$ 630	\$ 1,725,597	\$ 1,943,512
Grant Funds	10,000	5,000	4,045	8,000
Insurance Reserve Fund	1,021,000	-	636,719	1,170,000
Total	<u>\$ 2,640,033</u>	<u>\$ 5,630</u>	<u>\$ 2,366,361</u>	<u>\$ 3,121,512</u>
<b>INFORMATION TECHNOLOGY</b>				
General Fund	\$ 5,959,628	\$ (630)	\$ 6,041,671	\$ 6,401,517
Yuma Regional Comm. System Fund	13,786,665	-	24,392,729	13,872,989
Equipment Replacement Fund	53,000	-	-	46,933
Grant Funds	100,000	26,445	93,154	-
Total	<u>\$ 19,899,293</u>	<u>\$ 25,815</u>	<u>\$ 30,527,554</u>	<u>\$ 20,321,439</u>
<b>FINANCE</b>				
General Fund	\$ 2,943,991	\$ -	\$ 2,800,293	\$ 3,284,775
Total	<u>\$ 2,943,991</u>	<u>\$ -</u>	<u>\$ 2,800,293</u>	<u>\$ 3,284,775</u>
<b>HUMAN RESOURCES</b>				
General Fund	\$ 1,767,041	\$ 13,000	\$ 1,650,501	\$ 1,997,671
Total	<u>\$ 1,767,041</u>	<u>\$ 13,000</u>	<u>\$ 1,650,501</u>	<u>\$ 1,997,671</u>

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>GENERAL GOVERNMENT</b>				
General Fund	\$ 10,546,706	\$ (120,009)	\$ 796,649	\$ 13,483,804
Highway User Revenue Fund	265,083	-	-	94,860
City Road Tax Fund	217,063	-	-	68,450
Public Safety Tax Fund	258,599	-	258,599	241,092
Two Percent Tax Fund	1,804,433	-	1,564,155	2,028,874
Mall Maintenance Fund	10,417	-	-	3,079
Grant Funds	2,818,928	(2,684,838)	-	10,005,794
Debt Service Fund	21,486,656	-	21,576,656	21,522,961
Water Fund	552,848	-	-	204,010
Wastewater Fund	435,386	-	-	161,783
Yuma Regional Comm. System Fund	58,413	-	-	24,459
Equipment Maintenance Fund	104,553	-	-	34,258
Solid Waste Fund	635,020	-	534,902	660,346
Insurance Reserve Fund	2,415,171	-	2,224,730	2,605,196
Workmans' Comp Fund	3,000,000	-	1,899,981	3,000,000
General Government Dev Fee Fund	230	-	230	-
Total	<u>\$ 44,609,506</u>	<u>\$ (2,804,847)</u>	<u>\$ 28,855,902</u>	<u>\$ 54,138,966</u>
<b>PLANNING AND NEIGHBORHOOD SERVICES</b>				
General Fund	\$ 2,747,295	\$ -	\$ 2,260,378	\$ 3,005,159
Grant Funds	5,688,892	321,329	1,146,121	5,613,665
ARPA Fund	-	460,000	90,818	-
Total	<u>\$ 8,436,187</u>	<u>\$ 781,329</u>	<u>\$ 3,497,317</u>	<u>\$ 8,618,824</u>
<b>BUILDING SAFETY</b>				
General Fund	\$ 9,866,691	\$ -	\$ 9,410,514	\$ 10,591,274
Grants Funds	-	66,353	55,796	60,205
Equipment Replacement Fund	199,870	-	43,856	236,232
Total	<u>\$ 10,066,561</u>	<u>\$ 66,353</u>	<u>\$ 9,510,166</u>	<u>\$ 10,887,711</u>
<b>PUBLIC WORKS</b>				
Highway User Revenue Fund	\$ 12,078,618	\$ (400,223)	\$ 11,500,326	\$ 11,998,425
City Road Tax Fund	1,854,137	399,795	3,088,220	2,280,396
Improvement Districts Funds	448,876	-	384,502	672,094
Grant Funds	200,000	-	-	200,000
Solid Waste	5,172,026	-	5,145,891	6,042,927
Equipment Maintenance Fund	2,963,779	-	2,869,691	3,118,440
Equipment Replacement Fund	2,014,230	-	-	3,545,929
Total	<u>\$ 24,731,666</u>	<u>\$ (428)</u>	<u>\$ 22,988,630</u>	<u>\$ 27,858,211</u>
<b>ENGINEERING</b>				
General Fund	\$ 358,041	\$ -	\$ 394,823	\$ 373,652
City Road Tax Fund	2,560,788	(721)	2,493,605	2,628,559
Two Percent Tax Fund	8,471	-	6,223	9,153
Water Fund	646,780	421	670,932	706,847
Wastewater Fund	466,918	300	497,848	513,760
Solid Waste	5,300	-	3,890	5,737
Transport Development Fee Fund	6,000	-	6,000	-
Total	<u>\$ 4,052,298</u>	<u>\$ -</u>	<u>\$ 4,073,321</u>	<u>\$ 4,237,708</u>

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>UTILITIES</b>				
Water Funds	\$ 23,355,906	\$ -	\$ 21,280,238	\$ 23,694,992
Wastewater Funds	20,361,559	-	19,074,778	22,221,449
Equipment Replacement Fund	60,000	-	103,395	54,122
Total	<u>\$ 43,777,465</u>	<u>\$ -</u>	<u>\$ 40,458,411</u>	<u>\$ 45,970,563</u>
<b>PARKS &amp; RECREATION</b>				
General Fund	\$ 8,675,465	\$ 102,734	\$ 8,240,940	\$ 9,704,139
Two Percent Tax Fund	7,890,310	(388,998)	7,621,699	8,037,808
Mall Maintenance Fund	442,730	-	339,529	335,775
Grant Funds	4,351,000	(4,082,897)	91,097	85,000
Desert Hills Golf Course Fund	-	-	-	-
Parks & Rec Dev Fee Fund	7,000	-	7,500	-
Equipment Replacement Fund	560,375	-	365,581	1,446,354
Total	<u>\$ 21,926,880</u>	<u>\$ (4,369,161)</u>	<u>\$ 16,666,346</u>	<u>\$ 19,609,076</u>
<b>POLICE</b>				
General Fund	\$ 31,051,986	\$ -	\$ 30,380,787	\$ 35,970,494
Public Safety Tax Fund	2,394,029	(437,000)	1,828,117	3,593,266
Equipment Replacement Fund	1,357,618	(634,000)	566,490	593,365
Police Development Fee Fund	3,000	1,066,000	3,000	548,000
Grant Funds	3,291,999	6,685,246	2,966,883	11,030,709
Total	<u>\$ 38,098,632</u>	<u>\$ 6,680,246</u>	<u>\$ 35,745,277</u>	<u>\$ 51,735,834</u>
<b>FIRE</b>				
General Fund	\$ 17,558,947	\$ 15,289	\$ 17,331,426	\$ 21,316,809
Public Safety Tax Fund	2,119,023	(1,734)	2,075,170	1,778,456
Equipment Replacement Fund	355,000	-	327,392	-
Fire Development Fee Fund	2,500	-	2,500	-
Grant Funds	1,870,506	(915,773)	215,171	904,237
ARPA Fund	-	630,000	421,090	-
Total	<u>\$ 21,905,976</u>	<u>\$ (272,218)</u>	<u>\$ 20,372,749</u>	<u>\$ 23,999,502</u>
<b>CAPITAL PROJECTS</b>				
Capital Projects Fund	\$ 16,890,000	\$ -	\$ 3,249,177	\$ 14,595,000
General Fund	6,312,075	-	447,186	7,292,668
City Road Tax Fund	15,959,050	-	10,638,770	16,416,881
Public Safety Tax Fund	3,821,500	-	2,290,228	3,925,500
Two Percent Tax Fund	2,339,600	2,200	1,689,170	5,014,042
Grant Funds	26,635,129	135,753	6,892,984	32,752,865
ARPA Fund	17,630,400	-	2,211,687	15,134,263
Water Funds	16,825,000	-	11,567,829	13,003,500
Wastewater Funds	109,736,000	-	6,151,792	123,458,500
Total	<u>\$ 216,148,754</u>	<u>\$ 137,953.00</u>	<u>\$ 45,138,823</u>	<u>\$ 231,593,219</u>
Total All Funds	<u>\$ 472,821,492</u>	<u>\$ (149,250)</u>	<u>\$ 273,498,325</u>	<u>\$ 521,167,546</u>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Yuma, Arizona  
**Full-Time Employees and Personnel Compensation**  
 Fiscal Year 2024-25

<b>FUND</b>	<b>Full-Time Equivalent (FTE) *</b>	<b>Employee Salaries and Hourly Costs**</b>	<b>Retirement Costs***</b>	<b>Healthcare Costs****</b>	<b>Other Benefit Costs</b>	<b>Total Estimated Personnel Compensation</b>
<b>GENERAL FUND</b>	732.13	58,042,252	7,913,063	8,194,747	4,966,687	\$79,116,749
<b>SPECIAL REVENUE FUNDS</b>						
Highway User Revenue Fund	47.50	3,156,978	387,311	517,748	396,764	4,458,801
City Road Tax Fund	24.80	1,767,822	216,465	253,144	185,209	2,422,640
Two Percent Tax Fund	30.98	2,562,162	284,811	337,053	248,075	3,432,101
Grants Fund	3.90	891,770	109,422	35,176	84,348	1,120,716
Mall Maintenance Fund	2.10	87,946	10,792	23,947	9,228	131,913
<b>Total Special Revenue Funds</b>	109.28	8,466,678	1,008,801	1,167,068	923,624	11,566,171
<b>ENTERPRISE FUNDS</b>						
Water Fund	96.99	6,191,975	758,201	1,004,903	634,277	8,589,356
Wastewater Fund	70.35	4,806,747	589,618	749,806	475,727	6,621,898
Sanitation Fund	16.95	1,190,714	146,032	166,142	160,218	1,663,106
Desert Hills Golf Course Fund	9.00	754,501	84,399	88,089	65,412	992,401
Yuma Reg Comm Sys Fund	8.30	728,495	89,372	104,675	56,825	979,367
<b>Total Enterprise Funds</b>	201.59	13,672,432	1,667,622	2,113,615	1,392,459	18,846,128
<b>INTERNAL SERVICE FUNDS</b>						
Equipment Maintenance Fund	18.00	1,043,535	128,046	167,648	102,576	1,441,805
<b>Total Internal Service Funds</b>	18.00	1,043,535	128,046	167,648	102,576	1,441,805
<b>TOTAL ALL FUNDS</b>	1,061.00	\$81,224,897	\$10,717,532	\$11,643,078	\$7,385,346	\$110,970,853

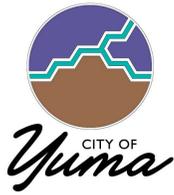
\* Full-time employees only, including Elected Officials overfill positions

\*\* Includes full-time, part-time, overtime and standby pay

\*\*\* Includes Soc Sec/Medicare

\*\*\*\* Health/dental/life insurance

**SCHEDULE G**



# City of Yuma

## City Council Report

File #: R2024-018

Agenda Date: 6/5/2024

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
<b>DEPARTMENT:</b> Engineering	<input type="checkbox"/> Safe & Prosperous	<input type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input checked="" type="checkbox"/> Resolution
<b>DIVISION:</b> Administration/CIP	<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:**

**Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program**

**SUMMARY RECOMMENDATION:**

Adopt a resolution approving the FY 2025 - FY 2029 Capital Improvement Program, pursuant to the Yuma City Charter, Article XII, Section 11. (Engineering) (Susan Cowey)

**STRATEGIC OUTCOME:**

This action supports the City Council’s strategic outcome of Respected and Responsible, as development and approval of a Capital Improvement Program complies with the requirements of the City Charter and Arizona Revised Statutes.

**REPORT:**

The City Council is required to legislatively adopt a Capital Improvement Program (CIP), with or without amendment, on or before July 1 of each year. By City Charter, adoption of the Capital Improvement Program involves legislative decision making, the exercise of legislative discretion, and the setting of fundamental City policy and direction.

The Capital Improvement Program considers identified projects and deliberately, as a matter of legislative prerogative, delays certain projects until resources become available to fund such projects in the future. The City Council’s approval of the Capital Improvement Program reflects the City Council’s legislative intent and decision to prioritize spending of limited resources on projects while also reflecting City Council’s decision to not allocate the City’s limited resources in other areas.

Pursuant to the Yuma City Charter, Article XIII, Section 10, the City Administrator has prepared and submitted to City Council a five-year Capital Improvement Program on April 29, 2024. The Proposed Capital Improvement Program includes:

1. A general summary of content;
2. A list of all capital improvements which are proposed to be undertaken during the program fiscal year, with appropriate supporting information as to the necessity for such improvements;
3. Cost estimates, method of financing, and recommended time schedule for each such improvement; and
4. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

Pursuant to Yuma City Charter, Article XIII, Section 11, on April 28, 2024, City Council published a general summary of the Capital Improvement Program and a notice stating:

1. The times and places where copies of the Capital Improvement Program are available for inspection by the public.
2. The time and place, not less than two weeks after such publication, for a public hearing on the Capital Improvement Program.

On April 29, 2024, copies of the proposed Fiscal Year 2025 - Fiscal Year 2029 CIP were made available on the City’s website at www.yumaaz.gov/CIP, the City Clerk’s Office, and Public Works Building.

The first year of the Capital Improvement Program is adopted as part of the annual budget utilizing committed funds. Years two through five are fiscally constrained to existing fund balance and reasonably anticipated revenues. Years six through ten are projected based on anticipated demand and funding availability.

A Public Hearing on the Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program was held before City Council on May 15, 2024. Pursuant to Yuma City Charter, Article XIII, Section 11(b), “The City Council by Resolution shall adopt the Capital Improvement Program with or without amendment on or before the first of July each year.”

The proposed adopting resolution is attached as R2024-018. With approval of this resolution, City Council will adopt the Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program as presented.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 174,531,091	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 934,642	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 46,837,486	IN CONTINGENCY:	\$ 10,000,000.00
OTHER SOURCES:	\$ 115,000	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 222,418,219	VARIOUS - CONTINGENCY RESERVE IS NOT PART OF THE OVERALL 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:

1. Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program

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:
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John D. Simonton	05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
YUMA, ARIZONA, ADOPTING THE FISCAL YEAR 2025  
THROUGH FISCAL YEAR 2029 CAPITAL IMPROVEMENT  
PROGRAM**

WHEREAS, pursuant to the Yuma City Charter, Article XIII, Section 10, the City Administrator submitted to City Council, a proposed five-year Capital Improvement Program listing of capital improvements, which are proposed to be undertaken during fiscal years 2025 through 2029; and,

WHEREAS, pursuant to the Yuma City Charter, Article XIII, Section 10, the Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program includes cost estimates, method of financing, and recommended time schedule for each such improvement and, with certain exceptions, the estimated annual operation and maintenance costs for each facility to be constructed or acquired; and,

WHEREAS, pursuant to the Yuma City Charter, Article XIII, Section 11, City Council did publish a general summary and notice of the Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program: and,

WHEREAS, pursuant to the Yuma City Charter, Article XIII, Section 11, the Fiscal Year 2025 - Fiscal Year 2029 Capital Improvement Program has been available for public inspection through the City Clerk's Office, the Public Works Services Building and on the City website since April 29, 2024; and,

WHEREAS, a Notice of Public Hearing was published in the Sun newspaper on Sunday, April 28, 2024, indicating the times and places where copies of the Capital Improvement Program would be available for public inspection and time and place where the public hearing would be held; and,

WHEREAS, the required public hearing on the Capital Improvement Program was held at the May 15, 2024; regular City Council meeting: and,

WHEREAS, the first year of the Capital Improvement Program utilizes committed funds, the second through the fifth years of the Capital Improvement Program are fiscally constrained to reasonably anticipated revenues, and a listing of years six through ten of the program are projected capital improvements based upon anticipated demand and funding availability; and,

WHEREAS, the Capital Improvement Program represents the Yuma City Council's legislative policy and direction for funding and constructing capital improvements and maintenance in the upcoming years. The City Council's policy and direction expressed through the Capital Improvement Program is based on a balance of available resources against recognized needs. Almost every year the needs exceed the available resources, and the City Council balances its legislative policy and strategic direction on the available resources against the City's needs. The City Council's approval of the

Capital Improvement Program reflects the City Council's legislative intent and decision to prioritize expenditure of limited resources on projects in alignment with the City Council's adopted strategic outcomes, while also reflecting City Council's decision to not allocate the limited resources in other areas.

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

SECTION 1: The Capital Improvement Program Fiscal Year 2025 through Fiscal Year 2029 dated May 1, 2024, on file with the City Clerk, as increased, reduced or changed, is adopted.

SECTION 2: The Capital Improvement Program Budget Fiscal Year 2025 will be adopted as a part of the City of Yuma budget for Fiscal Year 2025.

SECTION 3: The Capital Improvement Program is subject to annual revision and authorization and is not binding on future legislative bodies.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED:

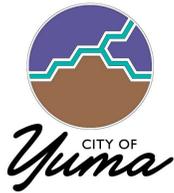
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney



# City of Yuma

## City Council Report

**File #:** R2024-020

**Agenda Date:** 6/5/2024

**Agenda #:** 2.

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

**TITLE:**

**Final Budget Adoption for Fiscal Year 2025**

**SUMMARY RECOMMENDATION:**

Adopt the City of Yuma’s final budget for Fiscal Year 2025 in the amount of \$521,167,546 which is comprised of a Capital Improvement Program Budget of \$222,418,219; 12 Maintenance Improvement Districts combined for \$672,094 and an Operating Expenditure Budget of \$298,077,233; including Governmental and Enterprise operations. The adoption of the proposed budget resolution includes a 3% increase in solid waste fees and establishes the budgets for the Main Street Mall and Off-Street Parking Maintenance District No. 1. (Administration/Finance) (Jay Simonton/Doug Allen)

**STRATEGIC OUTCOME:**

Both the Public Hearings and the final adoption by resolution of the Fiscal Year 2025 Annual Budget provide the financial framework for the City Council’s vision and supports all five of City Council’s strategic outcomes across all departments and funds at the City.

**REPORT:**

The City Administrator and City staff, after receiving City Council input through several vision and goal setting sessions throughout Fiscal Years 2022, 2023 and 2024, prepared the Fiscal Year 2025 Proposed Annual Budget for City Council’s consideration. City Council approved the tentative budget by motion on May 15, 2024, which set the ceiling on expenditures for FY 2025 and there have been no changes. Following the close of the public hearing, the City Council may open a special meeting to adopt the Fiscal Year 2025 Annual Budget of \$521,167,546 by resolution with accompanying schedules which includes a line item 3% solid waste fee increase.

The FY 2025 budget is comprised of the following amounts:

TOTAL BUDGET (EXPENDITURES / EXPENSES)				
Expenditures / Expenses	BUDGET FY 2024	BUDGET FY 2025	FY 2025 AND FY 2024 CHANGE IN	
			\$	%
General Fund	\$ 107,080,057	\$ 124,484,257	\$ 17,404,200	16%
Water Operating and Capacity	41,382,184	37,609,349	(3,772,835)	-9%
Waste Water Operating and Capacity	47,898,213	57,355,492	9,457,279	20%
Highway Users Revenue Fund	12,380,601	12,130,185	(250,416)	-2%
City Road Tax Fund	20,591,038	21,394,286	803,248	4%
Public Safety Tax Fund	8,593,151	9,358,314	765,163	9%
Two Percent Tax Fund	10,564,250	16,320,094	5,755,844	54%
ARPA	20,537,035	18,040,898	(2,496,137)	-12%
All Other Funds	203,794,963	224,474,671	20,679,708	10%
<b>Total Expenditures / Expenses</b>	<b>472,821,492</b>	<b>521,167,546</b>	<b>48,346,054</b>	<b>10%</b>
Less: Capital Improvement Plan	(216,040,262)	(222,418,219)	(6,377,957)	3%
<b>Operating Expenditures / Expenses</b>	<b>\$ 256,781,230</b>	<b>\$ 298,749,327</b>	<b>\$ 41,968,097</b>	<b>16%</b>

Does not include interfund transfers

Adoption of the tax rate and tax levy ordinance is scheduled for the June 26, 2024 regular City Council meeting at 5:30 p.m. in the City Council chambers located at City Hall, One City Plaza, Yuma, Arizona. In order to adopt the ordinance, it must be separately introduced following the adoption of the Fiscal Year 2025 Annual Budget by resolution. A separate tax rate and tax levy ordinance introduction is included in this June 5, 2024 Agenda.

Notice of the Public hearings, including the improvement districts and the Main Street Mall and Off-Street Parking Maintenance District No. 1, was published in the Yuma Sun on May 21, 2024, and May 28, 2024, as part of the statutorily required Budget Financial Schedules. The Fiscal Year 2025 Proposed Annual Budget has been available online, in the City Clerk’s office, and at the public library located at 2951 S. 21<sup>st</sup> Street since April 30, 2024. The proposed budget has been reviewed by the City Administrator, City staff, and City Council. The end result is a Fiscal Year 2025 financial planning document incorporating the vision and strategic outcomes established by the City Council.

**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:**

One of the most important duties of the Mayor and City Council is to adopt an annual budget for the City. The budget process provides the Mayor and City Council with the opportunity to match the needs of the City and available resources with the interest of gaining the maximum return on each dollar.

The tentative budget includes funding for all department operating budgets effective July 1, payment of debt obligations, capital improvement projects, enterprise services and contingencies.

**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: 05/28/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**RESOLUTION NO. R2024-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ADOPTING ESTIMATES OF PROPOSED EXPENDITURES BY THE CITY OF YUMA FOR THE FISCAL YEAR 2025 BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 (TENTATIVE ANNUAL BUDGET FISCAL YEAR 2025), WHICH INCORPORATES THE BUDGETS FOR EACH OF THE TWELVE IMPROVEMENT DISTRICTS AND THE MAIN STREET MALL AND OFF-STREET PARKING MAINTENCE DISTRICT NO. 1; AND DECLARING THAT SUCH SHALL CONSTITUTE THE ADOPTED BUDGET OF THE CITY OF YUMA FOR FISCAL YEAR 2025; ADOPTING A THREE PERCENT INCREASE IN BOTH THE RESIDENTIAL SOLID WASTE FEE AND THE ENVIRONMENTAL SOLID WASTE FEE; AUTHORIZE ONE-TIME RESIDUAL EQUITY TRANSFER TO RESTATE THE DESERT HILLS GOLF COURSE FUND BALANCE; DECLARING THE NECESSITY OF BOARDS AND COMMISSIONS; AND AUTHORIZING EMPLOYMENT OF OUTSIDE LEGAL COUNSEL**

WHEREAS, in accordance with the provisions of Title 42, Ch. 17, Art. 1-5 Arizona Revised Statutes (A.R.S.), the City Council did, on May 15, 2024, make and tentatively adopt an estimate (proposed Tentative Budget for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025) of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of Yuma; and,

WHEREAS, in accordance with such state statutes, and following due public notice, the City Council met on June 5, 2024, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies including the Improvement Districts shown on Schedule B; and,

WHEREAS, publication has been duly made as required by law, of the estimated Tentative Budget for Fiscal Year 2025, together with a notice that the City Council would meet on June 5, 2024 at 5:30 pm at One City Plaza for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and,

WHEREAS, the sums to be raised by taxation, as specified in the Tentative Budget for Fiscal Year 2025, do not in the aggregate exceed that amount as computed in A.R.S. § 42-17051(A); and,

WHEREAS, Resolution No. R2018-002 of the City of Yuma provides for the adoption of an increase in solid waste fees by the lesser of 3% or the current year Consumer Price Index (CPI), the City of Yuma provided the required 60 day posting on the City of Yuma website, and the City of Yuma provided for public comment on June 5, 2023; and,

WHEREAS, a one-time net residual equity transfer is required to restate the June 30, 2023, net position of the Desert Hills Golf Course Enterprise Fund to the Governmental Two Percent Tax fund balance beginning July 1, 2023, in accordance with Governmental Accounting Standards Board (GASB); and,

WHEREAS, Article IX, Section 1 of the Yuma City Charter requires that the City Council annually review all current Boards and Commissions and determine whether such are necessary; and,

WHEREAS, under the Yuma City Charter the City Council shall have control of all litigation of the City

and may employ other attorneys to take charge of any litigation or to assist the City Attorney therein.

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

SECTION 1: The City Council has determined the final estimates of expenditures, which will be required of the City of Yuma for the Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 2: The purposes of expenditure and the amount finally established for each purpose as set forth in the estimates of revenues and expenditures/expenses shown on the attached and incorporated Schedules A through G, as now increased, reduced, or changed, are hereby adopted as the official and final adopted budget of the City of Yuma, the Main Street Mall and Off-Street Parking Maintenance District No. 1, and Maintenance Improvement Districts Nos. 100, 102, 104, 107, 108, 109, 110, 111, 112, 113, 115 and 120 for the Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025, as subject to State law.

SECTION 3: Money from any fund may be used for any of the purposes set forth in Section 2 of this Resolution, except money specifically restricted by State law or the City Charter, Ordinance or Resolutions.

SECTION 4: A residential solid waste fee increase, and environmental solid waste fee increase of 3% for Fiscal Year 2025 is approved.

SECTION 5: A one-time net residual equity transfer shall be made from the General Fund to the Desert Hills Golf Course Fund to restate the June 30, 2023, net position, to the Two Percent Tax fund balance on July 1, 2023, as prescribed by the Governmental Accounting Standards Board (GASB).

SECTION 6: All current City Boards and Commissions are necessary for the public health, safety and welfare of the City and will be continued.

SECTION 7: The City Attorney is authorized to employ outside legal counsel to take charge of any litigation or to assist the City Attorney.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney



**CITY OF YUMA BUDGET SCHEDULES**

**Finance Department  
One City Plaza  
Yuma, AZ 85364  
928-373-1735**

Notice is hereby given that the Yuma City Council will hold a public hearing in the Council Chambers, City Hall, One City Plaza, Yuma, Arizona, on **Wednesday, June 5, 2024, at 5:30 P.M.**, for the purpose of (1) hearing taxpayers in favor of or against any proposed expenditure or tax levy and (2) finally determining and adopting estimates of proposed expenditures for the various purposes as set forth in the estimates and tentatively adopted. This final determination shall constitute the budget of said City for fiscal year 2024-2025. At this same time and place, the Yuma City Council will meet for the purpose of introducing the 2024-2025 tax levy. Final adoption of the tax levy will occur on **June 26, 2024**. The proposed Budget may be examined in the office of the City Clerk located at One City Plaza, Yuma, Arizona, at the Yuma County Library located at 2951 S 21st Drive, Yuma, Arizona, or may be viewed online at [www.yumaaz.gov](http://www.yumaaz.gov).

**CITY OF YUMA, ARIZONA  
SUMMARY SCHEDULE OF ESTIMATED REVENUES AND EXPENDITURES/EXPENSES  
Fiscal Year 2025**

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Funds	Debt Service Fund	Capital Project Funds	ARPA Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2024	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	107,273,080	99,891,603	21,486,656	17,974,730	20,537,035	192,038,542	13,470,596	472,672,242
2024	Actual Expenditures/Expenses**	E	89,270,813	58,272,727	21,576,656	3,268,407	2,738,937	89,332,950	9,037,835	273,498,325
2025	Fund Balance/Net Position at July 1***		35,413,503	28,449,840	2,022,937	16,862,587	-	152,069,444	31,158,238	265,976,550
2025	Primary Property Tax Levy	B	16,601,516	-	-	-	-	-	-	16,601,516
2025	Secondary Property Tax Levy	B	-	528,995	-	-	-	-	-	528,995
2025	Estimated Revenues Other than Property Taxes	C	101,559,394	107,956,330	750,000	2,088,475	18,040,898	78,328,500	14,286,100	323,009,697
2025	Other Financing Sources	D	-	-	-	-	-	-	-	-
2025	Other Financing (Uses)	D	-	-	-	-	-	-	-	-
2025	Interfund Transfers In	D	-	183,354	21,522,961	2,113,380	-	-	-	23,819,695
2025	Interfund Transfers Out	D	17,396,404	5,725,634	-	458,054	-	239,604	-	23,819,696
2025	Total Financial Resources Available		136,178,009	131,392,885	24,295,898	20,606,388	18,040,898	230,158,340	45,444,338	606,116,757
2025	Budgeted Expenditures/Expenses	E	124,484,257	121,554,302	21,522,961	15,143,000	18,040,898	204,571,299	15,850,829	521,167,546

**EXPENDITURE LIMITATION COMPARISON**

	2024	2025
1. Budgeted expenditures/expenses	\$ 472,821,492	\$ 521,167,546
2. Add/subtract: estimated net reconciling items	-	-
3. Budgeted expenditures/expenses adjusted for reconciling items	472,821,492	521,167,546
4. Less: estimated exclusions	325,592,436	353,809,831
5. Amount subject to the expenditure limitation	147,229,056	\$ 167,357,715
6. EEC expenditure limitation	\$ 160,820,335	\$ 168,185,019

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF YUMA, ARIZONA  
**TAX LEVY AND TAX RATE INFORMATION**  
Fiscal Year 2025

	<b>2024</b>	<b>2025</b>
1. Maximum Allowable Primary Property Tax Levy. A.R.S. 42-17051(A)	\$ 16,040,777	\$ 16,601,516
2. Amount Received from Primary Property Taxation in the 2022-2023 Fiscal Year in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy. A.R.S. 42-17102(A)(18).		
3. Property Tax Levy Amounts		
A. Primary Property Taxes	\$ 15,725,831	\$ 16,601,516
B. Secondary Property Taxes (City-wide)	-	-
C. Special Assessment Districts		
(1) Downtown Mall District	151,704	156,109
(2) Park West Units 4 and 5	24,812	27,551
(3) Cielo Verde Unit Three Phases 1 and 2	16,742	19,118
(4) Desert Sky Unit 1	63,519	73,262
(5) Saguaro Units 3 and 4	31,075	23,724
(6) Driftwood Ranch Units 1 and 2	24,837	22,516
(7) Livingston Ranch Unit No. 2	30,664	38,681
(8) Desert Sands Unit No. 1	34,768	36,506
(9) Villa Serena Unit No. 1	6,563	11,062
(10) Araby North Subdivision	5,417	6,399
(11) Autumn Valley Subdivision	2,519	3,112
(12) La Estancia Subdivision	49,081	58,070
(13) Cielo Verde Units 2B, 4 and 6	-	14,639
(14) Desert Sands Unit No. 2	-	-
(15) Desert Sands Unit No. 3	-	-
(16) Santana Sub Units 1-4	20,773	38,246
	462,474	528,995
	\$ 16,188,305	\$ 17,130,511
4. Property Taxes Collected*		
A. Primary Property Taxes		
(1) 2023-2024 Levy	\$ 15,718,516	
(2) Prior Years' Levies	230,000	
(3) Total Primary Property Taxes	15,948,516	
B. Secondary Property Taxes (City-wide)		
(1) 2023-2024 Levy	-	
(2) Prior Years' Levies	-	
(3) Total Secondary Property Taxes	-	
C. Special Assessment Districts		
(1) 2023-2024 Levy	116,850	
(2) Prior Years' Levies	-	
(3) Total Primary Property Taxes	116,850	
D. Total Property Taxes Collected	\$ 16,065,366	

CITY OF YUMA, ARIZONA  
**TAX LEVY AND TAX RATE INFORMATION**  
 Fiscal Year 2025

	<u>2024</u>	<u>2025</u>
5. Property Tax Rates		
A. City of Yuma Tax Rate		
(1) Primary Property Tax Rate**	\$ 2.1321	\$ 2.1526
(2) Secondary Property Tax Rate	-	-
(3) Total City of Yuma Tax Rate	<u>2.1321</u>	<u>2.1526</u>
B. Special Assessment Districts		
(1) Downtown Mall District	4.2500	4.2750
(2) Park West Units 4 and 5	0.7000	0.7000
(3) Cielo Verde Unit Three Phases 1 and 2	1.2245	1.2245
(4) Desert Sky Unit 1	1.6000	1.6000
(5) Saguaro Units 3 and 4	0.8000	0.5000
(6) Driftwood Ranch Units 1 and 2	0.7240	0.5000
(7) Livingston Ranch Unit No. 2	1.6000	1.6000
(8) Desert Sands Unit No. 1	1.6000	1.6000
(9) Villa Serena Unit No. 1	1.6000	1.8000
(10) Araby North Subdivision	1.6000	1.8000
(11) Autumn Valley Subdivision	1.6000	1.8000
(12) La Estancia Subdivision	1.6000	1.8000
(13) Cielo Verde Units 2B, 4 and 6	-	-
(14) Desert Sands Unit No. 2	-	-
(15) Desert Sands Unit No. 3	-	-
(16) Santana Sub Units 1-4	1.6000	1.8000
(17) Total Special Assessment Districts Tax Rates	<u>20.4985</u>	<u>20.9995</u>
D. Total Property Tax Rates	<u>\$ 22.6306</u>	<u>\$ 23.1521</u>

\*Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>GENERAL FUND</b>			
Local Taxes:			
Sales tax (1%)	\$ 33,600,000	\$ 34,480,000	\$ 34,880,000
Franchise tax	3,698,009	3,849,544	3,887,769
Government Lease Property Excise	7,137	7,205	7,205
Delinquent property tax	250,000	230,000	240,000
Intergovernmental Revenues:			
State revenue sharing	25,500,000	26,108,929	21,000,000
State sales tax	14,371,000	14,750,000	14,800,000
Smart & Safe AZ	150,000	726,000	726,000
Auto in-lieu tax	5,375,400	5,420,000	5,700,000
Tribal contribution	15,000	15,109	15,500
Licenses and Permits:			
Business licenses	265,000	324,153	260,000
Liquor licenses	45,500	43,900	45,250
Animal Control licenses	55,000	24,200	40,000
Building permits	1,510,000	1,520,400	1,580,500
Electrical permits	401,000	402,000	405,000
Plumbing permits	95,000	105,000	115,000
Mechanical permits	95,000	105,000	95,000
Fire inspection	7,000	11,575	9,000
Encroachment permits	27,000	26,250	27,000
Charges for Services:			
Zoning and subdivision fees	55,100	44,525	49,600
Plan check fees	425,000	540,300	475,000
Other development fees	2,600	1,875	1,875
Swimming fees	160,000	147,550	151,000
Recreation fees	114,900	177,850	155,400
Ambulance Service fees	4,200,000	4,315,000	4,320,000
Intercity Cost Allocation	7,321,284	7,321,284	8,135,763
Other charges	117,000	122,500	17,000
Police services	600,000	615,000	615,000
Use of Money and Property:			
Investment income	100,000	2,500,500	2,100,050
Recreation facility rentals	261,000	298,550	292,000
Rents and surcharges	124,887	138,382	138,382
Fines, Forfeitures, Penalties:			
Vehicle code fines	575,000	522,000	575,000
Parking & other fines	345,000	425,000	425,000
Miscellaneous Revenues:			
Sale of property	588,355	25,000	25,000
Unclassified revenues	346,224	190,100	250,100
Total General Fund	<u>\$ 100,803,396</u>	<u>\$ 105,534,681</u>	<u>\$ 101,559,394</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>SPECIAL REVENUE FUNDS</b>			
Highway User Revenue Fund			
State gasoline tax	\$ 9,614,190	\$ 9,759,130	\$ 9,905,000
Investment income	15,000	135,000	40,000
Unclassified revenues	2,500	6,180	1,500
Total	<u>\$ 9,631,690</u>	<u>\$ 9,900,310</u>	<u>\$ 9,946,500</u>
City Road Tax Fund			
Sales tax (1/2%)	\$ 16,809,600	\$ 17,135,000	\$ 17,445,650
Charges for services	25,000	25,000	25,000
Investment income	30,000	750,000	500,000
Rental income	33,456	33,955	33,955
Unclassified revenues	1,500	1,500	1,500
Total	<u>\$ 16,899,556</u>	<u>\$ 17,945,455</u>	<u>\$ 18,006,105</u>
Public Safety Tax Fund			
Sales tax (0.2%)	\$ 6,711,600	\$ 6,845,000	\$ 6,970,400
Misc Rentals	-	-	-
Investment income	-	170,000	100,000
Unclassified revenues	-	32,613	-
Total	<u>\$ 6,711,600</u>	<u>\$ 7,047,613</u>	<u>\$ 7,070,400</u>
Two Percent Tax Fund			
Sales tax (2%)	\$ 8,925,000	\$ 9,030,300	\$ 9,120,600
Theatre Revenue	40,000	50,000	50,000
Liquor sales	90,000	88,850	94,000
Green fees	930,000	971,000	971,000
Range fees	43,000	-	-
Concession stand sales	335,000	204,800	214,650
Merchandise sales	160,000	225,050	225,100
Other sales	100,000	63,400	68,500
Commissions & fees	35,000	46,300	41,500
Investment income	6,500	268,000	100,000
Room rents	215,000	240,000	220,000
Equipment rents	426,500	433,275	432,500
Restaurant rental	120,000	124,000	120,000
Unclassified revenues	118,000	96,900	107,500
Total	<u>\$ 11,544,000</u>	<u>\$ 11,841,875</u>	<u>\$ 11,765,350</u>
Downtown Mall District Fund			
Delinquent property tax	\$ 5,000	\$ 2,800	\$ 5,000
Unclassified revenues	2,500	1,980	2,500
Total	<u>\$ 7,500</u>	<u>\$ 4,780</u>	<u>\$ 7,500</u>
Federal & State Grant Funds			
Grants	\$ 45,553,622	\$ 12,414,458	\$ 61,160,475
ARPA Fund			
Intergovernmental Revenue	\$ 20,537,035	\$ 2,738,937	\$ 18,040,898
Total Special Revenue Funds	<u>\$ 110,885,003</u>	<u>\$ 61,893,428</u>	<u>\$ 125,997,228</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

SOURCES OF REVENUES	ESTIMATED REVENUES 2024	ACTUAL REVENUES* 2024	ESTIMATED REVENUES 2025
<b>DEBT SERVICE FUND</b>			
Special Assessments:			
Investment income	\$ 30,000	\$ 720,000	\$ 750,000
Total	<u>\$ 30,000</u>	<u>\$ 720,000</u>	<u>\$ 750,000</u>
<b>CAPITAL PROJECTS FUNDS</b>			
Impact Fees	\$ 2,056,770	\$ 1,823,050	\$ 2,040,000
Investment income	271,516	361,525	48,475
Total	<u>\$ 2,328,286</u>	<u>\$ 2,184,575</u>	<u>\$ 2,088,475</u>
<b>ENTERPRISE FUNDS</b>			
Water Fund			
Residential water fees	\$ 16,000,000	\$ 16,100,000	\$ 16,260,500
Commercial water fees	9,900,000	10,507,750	10,615,000
Fire hydrant fees	452,500	477,422	485,300
Delinquent fees	850,000	865,500	870,000
Service establishment fees	350,000	273,800	305,000
Investment income	80,000	2,232,500	1,500,000
Unclassified revenues	249,250	231,149	250,250
Total	<u>\$ 27,881,750</u>	<u>\$ 30,688,121</u>	<u>\$ 30,286,050</u>
Wastewater Fund			
Residential sewer fees	\$ 11,775,000	\$ 11,815,000	\$ 12,232,450
Commercial sewer fees	7,247,500	6,089,575	6,300,000
Investment income	75,000	3,752,203	2,000,000
Unclassified revenues	24,800	69,850	1,500
Total	<u>\$ 19,122,300</u>	<u>\$ 21,726,628</u>	<u>\$ 20,533,950</u>
Water and Wastewater Restricted			
Water capacity fees	\$ 3,250,000	\$ 2,515,880	\$ 2,700,000
Sewer capacity fees	3,500,000	2,400,000	2,800,000
Water system development fees	175,000	135,000	150,000
Sewer system development fees	265,000	175,000	200,000
Investment income	61,950	3,507,220	3,128,200
Unclassified revenues	100	100	100
Total	<u>\$ 7,252,050</u>	<u>\$ 8,733,200</u>	<u>\$ 8,978,300</u>
Solid Waste Fund			
Collection fees	\$ 5,571,785	\$ 5,395,900	\$ 5,565,100
Receptacles sales	90,000	95,000	95,000
Unclassified revenues	14,000	120,000	60,000
Total	<u>\$ 5,675,785</u>	<u>\$ 5,610,900</u>	<u>\$ 5,720,100</u>

CITY OF YUMA, ARIZONA  
**REVENUES OTHER THAN PROPERTY TAXES**  
 Fiscal Year 2025

<b>SOURCES OF REVENUES</b>	<b>ESTIMATED REVENUES 2024</b>	<b>ACTUAL REVENUES* 2024</b>	<b>ESTIMATED REVENUES 2025</b>
<b>Yuma Regional Communications System Fund</b>			
Radio Repair Fees	\$ 2,307,100	\$ 2,366,718	\$ 2,329,100
Federal contributions	10,430,000	10,430,000	10,430,000
Investment income	10,000	150,000	50,000
Sale of property	21,000	1,150	1,000
Total	<u>\$ 12,768,100</u>	<u>\$ 12,947,868</u>	<u>\$ 12,810,100</u>
Total Enterprise Funds	<u>\$ 72,699,985</u>	<u>\$ 79,706,717</u>	<u>\$ 78,328,500</u>
<b>INTERNAL SERVICE FUNDS</b>			
<b>Major Equipment Replacement Fund</b>			
Equipment pre-payments	\$ 3,148,749	\$ 3,916,681	\$ 5,460,898
Investment income	30,000	632,000	100,000
Unclassified revenue	-	7,328	-
Total	<u>\$ 3,178,749</u>	<u>\$ 4,556,009</u>	<u>\$ 5,560,898</u>
<b>Equipment Maintenance Fund</b>			
Guaranteed maintenance	\$ 2,737,417	\$ 2,737,417	\$ 2,772,503
Non-guaranteed maintenance	260,000	360,000	300,000
Total	<u>\$ 2,997,417</u>	<u>\$ 3,097,417</u>	<u>\$ 3,072,503</u>
<b>Insurance Reserve Fund</b>			
Insurance premiums	\$ 1,914,443	\$ 1,820,680	\$ 2,546,199
Investment income	6,500	6,500	6,500
Unclassified revenue	1,500,000	1,500,000	1,500,000
Total	<u>\$ 3,420,943</u>	<u>\$ 3,327,180</u>	<u>\$ 4,052,699</u>
<b>Workers Comp Fund</b>			
Workers Comp charges	\$ 1,450,000	\$ 1,740,000	\$ 1,450,000
Investment income	8,500	319,200	150,000
Unclassified revenue	500,000	-	-
Total	<u>\$ 1,958,500</u>	<u>\$ 2,059,200</u>	<u>\$ 1,600,000</u>
Total Internal Service Funds	<u>\$ 11,555,609</u>	<u>\$ 13,039,806</u>	<u>\$ 14,286,100</u>
Total All Funds	<u><u>\$ 298,302,279</u></u>	<u><u>\$ 263,079,207</u></u>	<u><u>\$ 323,009,697</u></u>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF YUMA, ARIZONA  
**OTHER FINANCING**  
**SOURCES/(USES) AND INTERFUND TRANSFERS**  
 FISCAL YEAR 2025

FUND	OTHER FINANCING 2025		INTERFUND TRANSFERS 2025	
	SOURCES	USES	IN	(OUT)
<b>GENERAL FUND</b>	\$ -	\$ -	\$ -	\$ 17,396,404
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund	\$ -	\$ -	\$ -	\$ 96,175
City Road Tax Fund	-	-	-	4,376,760
Public Safety Tax Fund	-	-	-	780,802
Two Percent Tax Fund	-	-	-	471,897
Yuma Mall Maintenance Fund	-	-	183,354	-
Total Special Revenue Funds	\$ -	\$ -	\$ 183,354	\$ 5,725,634
<b>DEBT SERVICE FUNDS</b>	\$ -	\$ -	\$ 21,522,961	\$ -
<b>CAPITAL PROJECTS FUNDS</b>	\$ -	\$ -	\$ 2,113,380	\$ 458,054
<b>ENTERPRISE FUNDS</b>				
Water Fund	\$ -	\$ -	\$ -	\$ 49,113
Wastewater Fund	-	-	-	54,371
Solid Waste Fund	-	-	-	136,120
Total Enterprise Funds	\$ -	\$ -	\$ -	\$ 239,604
<b>INTERNAL SERVICE FUNDS</b>	\$ -	\$ -	\$ -	\$ -
Total All Funds	\$ -	\$ -	\$ 23,819,695	\$ 23,819,695

CITY OF YUMA, ARIZONA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
<b>GENERAL FUND</b>				
Mayor & City Council	\$ 842,928	\$ -	\$ 784,036	\$ 887,153
Municipal Court	2,864,939	-	3,006,206	3,324,674
City Administration	3,975,291	182,009	3,999,806	4,906,956
City Attorney	1,609,033	630	1,725,597	1,943,512
Information Technology	5,959,628	(630)	6,041,671	6,401,517
Finance	2,943,991	-	2,800,293	3,284,775
Human Resources	1,767,041	13,000	1,650,501	1,997,671
General Government	10,546,706	(120,009)	796,649	13,483,804
Planning and Neighborhood Services	2,747,295	-	2,260,378	3,005,159
Building Safety	9,866,691	-	9,410,514	10,591,274
Engineering	358,041	-	394,823	373,652
Parks and Recreation	8,675,465	102,734	8,240,940	9,704,139
Police	31,051,986	-	30,380,787	35,970,494
Fire	17,558,947	15,289	17,331,426	21,316,809
Capital Improvements	6,312,075	-	447,186	7,292,668
Total	<u>\$ 107,080,057</u>	<u>\$ 193,023</u>	<u>\$ 89,270,813</u>	<u>\$ 124,484,257</u>
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund				
Mayor & City Council	\$ 36,900	\$ -	\$ -	\$ 36,900
Public Works	12,078,618	(400,223)	11,500,326	11,998,425
General Government	265,083	-	-	94,860
Total	<u>\$ 12,380,601</u>	<u>\$ (400,223)</u>	<u>\$ 11,500,326</u>	<u>\$ 12,130,185</u>
City Road Tax Fund				
City Administration	\$ -	\$ -	\$ 9,697	\$ -
Public Works	1,854,137	399,795	3,088,220	2,280,396
Engineering	2,560,788	(721)	2,493,605	2,628,559
General Government	217,063	-	-	68,450
Capital Improvements	15,959,050	-	10,638,770	16,416,881
Total	<u>\$ 20,591,038</u>	<u>\$ 399,074</u>	<u>\$ 16,230,292</u>	<u>\$ 21,394,286</u>
Public Safety Tax Fund				
Police	\$ 2,394,029	\$ (437,000)	\$ 1,828,117	\$ 3,593,266
Fire	2,119,023	(1,734)	2,075,170	1,778,456
General Government	258,599	-	258,599	241,092
Capital Improvements	3,821,500	-	2,290,228	3,925,500
Total	<u>\$ 8,593,151</u>	<u>\$ (438,734)</u>	<u>\$ 6,452,114</u>	<u>\$ 9,538,314</u>
Two Percent Tax Fund				
City Administration	\$ 850,516	\$ 381,498	\$ 802,471	\$ 1,230,217
General Government	1,804,433	-	1,564,155	2,028,874
Engineering	8,471	-	6,223	9,153
Parks and Recreation	7,890,310	(388,998)	7,621,699	8,037,808
Capital Improvements	2,339,600	2,200	1,689,170	5,014,042
Total	<u>\$ 12,893,330</u>	<u>\$ (5,300)</u>	<u>\$ 11,683,718</u>	<u>\$ 16,320,094</u>

CITY OF YUMA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Yuma Mall Maintenance Fund				
Parks and Recreation	\$ 442,730	\$ -	\$ 339,529	\$ 335,775
General Government	10,417	-	-	3,079
Total	<u>\$ 453,147</u>	<u>\$ -</u>	<u>\$ 339,529</u>	<u>\$ 338,854</u>
Improvement Districts Funds				
Public Works	\$ 448,876	\$ -	\$ 384,502	\$ 672,094
Grant Funds				
City Administration	\$ 240,000	\$ 12,571	\$ 147,528	\$ 400,000
Planning and Neighborhood Services	5,688,892	321,329	1,146,121	5,613,665
Building Safety	-	66,353	55,796	60,205
Parks and Recreation	4,351,000	(4,082,897)	91,097	85,000
Municipal Court	100,000	101,000	69,467	100,000
City Attorney	10,000	5,000	4,045	8,000
Information Technology	100,000	26,445	93,154	-
Public Works	200,000	-	-	200,000
Police	3,291,999	6,685,246	2,966,883	11,030,709
Fire	1,870,506	(915,773)	215,171	904,237
General Government	2,818,928	(2,684,838)	-	10,005,794
Capital Improvements	26,635,129	135,753	6,892,984	32,752,865
Total	<u>\$ 45,306,454</u>	<u>\$ (329,811)</u>	<u>\$ 11,682,246</u>	<u>\$ 61,160,475</u>
Total Special Revenue Funds	<u>\$ 100,666,597</u>	<u>\$ (774,994)</u>	<u>\$ 58,272,727</u>	<u>\$ 121,554,302</u>
<b>CAPITAL PROJECT FUNDS</b>				
Capital Improvements	\$ 16,890,000	\$ -	\$ 3,249,177	\$ 14,595,000
Police Development	3,000	1,066,000	3,000	548,000
Engineering Development	6,000	-	6,000	-
Fire Development	2,500	-	2,500	-
General Government Development	230	-	230	-
Parks and Recreation Development	7,000	-	7,500	-
Total	<u>\$ 16,908,730</u>	<u>\$ 1,066,000</u>	<u>\$ 3,268,407</u>	<u>\$ 15,143,000</u>
<b>ARPA FUNDS</b>				
City Administration	\$ 2,906,635	\$ (1,090,000)	\$ 15,342	\$ 2,906,635
Neighborhood Services	-	460,000	90,818	-
Fire	-	630,000	421,090	-
Capital Improvements	17,630,400	-	2,211,687	15,134,263
Total	<u>\$ 20,537,035</u>	<u>\$ -</u>	<u>\$ 2,738,937</u>	<u>\$ 18,040,898</u>
<b>DEBT SERVICE FUNDS</b>				
Municipal Property Corporation Bonds	\$ 21,486,656	\$ -	\$ 21,576,656	\$ 21,522,961
Total	<u>\$ 21,486,656</u>	<u>\$ -</u>	<u>\$ 21,576,656</u>	<u>\$ 21,522,961</u>
<b>ENTERPRISE FUNDS</b>				
Water:				
City Administration	\$ -	\$ -	\$ 5,926	\$ -
Engineering	646,780	421	670,932	706,847
Utilities	23,355,906	-	21,280,238	23,694,992
General Government	552,848	-	-	204,010
Capital Improvements	16,825,000	-	11,567,829	13,003,500
Total	<u>\$ 41,380,534</u>	<u>\$ 421</u>	<u>\$ 33,524,925</u>	<u>\$ 37,609,349</u>
Wastewater:				
City Administration	\$ -	\$ -	\$ 4,848	\$ -
Engineering	466,918	300	497,848	513,760
Utilities	20,361,559	-	19,074,778	22,221,449
General Government	435,386	-	-	161,783
Capital Improvements	109,736,000	-	6,151,792	123,458,500
Total	<u>\$ 130,999,863</u>	<u>\$ 300</u>	<u>\$ 25,729,266</u>	<u>\$ 146,355,492</u>

CITY OF YUMA  
**EXPENDITURES/EXPENSES BY FUND**  
 FISCAL YEAR 2025

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES/ EXPENSES* 2024	BUDGETED EXPENDITURES/ EXPENSES 2025
Yuma Regional Comm. System Fund				
Information Technology	\$ 13,786,665	\$ -	\$ 24,392,729	\$ 13,872,989
General Government	58,413	-	-	24,459
Total	<u>\$ 13,845,078</u>	<u>\$ -</u>	<u>\$ 24,392,729</u>	<u>\$ 13,897,448</u>
Solid Waste Fund				
City Administration	\$ -	\$ -	\$ 1,347	\$ -
Public Works	5,172,026	-	5,145,891	6,042,927
Engineering	5,300	-	3,890	5,737
General Government	635,020	-	534,902	660,346
Total	<u>\$ 5,812,346</u>	<u>\$ -</u>	<u>\$ 5,686,030</u>	<u>\$ 6,709,010</u>
Total Enterprise Funds	<u>\$ 192,037,821</u>	<u>\$ 721</u>	<u>\$ 89,332,950</u>	<u>\$ 204,571,299</u>
<b>INTERNAL SERVICE FUNDS</b>				
Equipment Maintenance Fund:				
General Government	\$ 104,553	\$ -	\$ -	\$ 34,258
Public Works	2,963,779	-	2,869,691	3,118,440
Total	<u>\$ 3,068,332</u>	<u>\$ -</u>	<u>\$ 2,869,691</u>	<u>\$ 3,152,698</u>
Insurance Reserve Fund:				
City Attorney	\$ 1,021,000	\$ -	\$ 636,719	\$ 1,170,000
General Government	2,415,171	-	2,224,730	2,605,196
Total	<u>\$ 3,436,171</u>	<u>\$ -</u>	<u>\$ 2,861,449</u>	<u>\$ 3,775,196</u>
Equipment Replacement Fund:				
Building Safety	\$ 199,870	\$ -	\$ 43,856	\$ 236,232
Public Works	2,014,230	-	-	3,545,929
Utilities	60,000	-	103,395	54,122
Information Technology	53,000	-	-	46,933
Parks and Recreation	560,375	-	365,581	1,446,354
Police Department	1,357,618	(634,000)	566,490	593,365
Fire Department	355,000	-	327,392	-
Total	<u>\$ 4,600,093</u>	<u>\$ (634,000)</u>	<u>\$ 1,406,714</u>	<u>\$ 5,922,935</u>
Workmans' Comp Fund	3,000,000	-	1,899,981	3,000,000
Total Internal Service Funds	<u>\$ 14,104,596</u>	<u>\$ (634,000)</u>	<u>\$ 9,037,835</u>	<u>\$ 15,850,829</u>
<b>Total All Funds</b>	<u>\$ 472,821,492</u>	<u>\$ (149,250)</u>	<u>\$ 273,498,325</u>	<u>\$ 521,167,546</u>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>MAYOR &amp; CITY COUNCIL</b>				
General Fund	\$ 842,928	\$ -	\$ 784,036	\$ 887,153
Special Highway Users Fund	36,900	-	-	36,900
Total	<u>\$ 879,828</u>	<u>\$ -</u>	<u>\$ 784,036</u>	<u>\$ 924,053</u>
<b>MUNICIPAL COURT</b>				
General Fund	\$ 2,864,939	\$ -	\$ 3,006,206	\$ 3,324,674
Grant Funds	100,000	101,000	69,467	100,000
Total	<u>\$ 2,964,939</u>	<u>\$ 101,000</u>	<u>\$ 3,075,673</u>	<u>\$ 3,424,674</u>
<b>CITY ADMINISTRATION</b>				
General Fund	\$ 3,975,291	\$ 182,009	\$ 3,999,806	\$ 4,906,956
City Road Tax Fund	-	-	9,697	-
Two Percent Tax Fund	850,516	381,498	802,471	1,230,217
Grant Funds	240,000	12,571	147,528	400,000
ARPA Fund	2,906,635	(1,090,000)	15,342	2,906,635
Solid Waste	-	-	1,347	-
Water Fund	-	-	5,926	-
Wastewater Fund	-	-	4,848	-
Total	<u>\$ 7,972,442</u>	<u>\$ (513,922)</u>	<u>\$ 4,986,965</u>	<u>\$ 9,443,808</u>
<b>CITY ATTORNEY</b>				
General Fund	\$ 1,609,033	\$ 630	\$ 1,725,597	\$ 1,943,512
Grant Funds	10,000	5,000	4,045	8,000
Insurance Reserve Fund	1,021,000	-	636,719	1,170,000
Total	<u>\$ 2,640,033</u>	<u>\$ 5,630</u>	<u>\$ 2,366,361</u>	<u>\$ 3,121,512</u>
<b>INFORMATION TECHNOLOGY</b>				
General Fund	\$ 5,959,628	\$ (630)	\$ 6,041,671	\$ 6,401,517
Yuma Regional Comm. System Fund	13,786,665	-	24,392,729	13,872,989
Equipment Replacement Fund	53,000	-	-	46,933
Grant Funds	100,000	26,445	93,154	-
Total	<u>\$ 19,899,293</u>	<u>\$ 25,815</u>	<u>\$ 30,527,554</u>	<u>\$ 20,321,439</u>
<b>FINANCE</b>				
General Fund	\$ 2,943,991	\$ -	\$ 2,800,293	\$ 3,284,775
Total	<u>\$ 2,943,991</u>	<u>\$ -</u>	<u>\$ 2,800,293</u>	<u>\$ 3,284,775</u>
<b>HUMAN RESOURCES</b>				
General Fund	\$ 1,767,041	\$ 13,000	\$ 1,650,501	\$ 1,997,671
Total	<u>\$ 1,767,041</u>	<u>\$ 13,000</u>	<u>\$ 1,650,501</u>	<u>\$ 1,997,671</u>

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>GENERAL GOVERNMENT</b>				
General Fund	\$ 10,546,706	\$ (120,009)	\$ 796,649	\$ 13,483,804
Highway User Revenue Fund	265,083	-	-	94,860
City Road Tax Fund	217,063	-	-	68,450
Public Safety Tax Fund	258,599	-	258,599	241,092
Two Percent Tax Fund	1,804,433	-	1,564,155	2,028,874
Mall Maintenance Fund	10,417	-	-	3,079
Grant Funds	2,818,928	(2,684,838)	-	10,005,794
Debt Service Fund	21,486,656	-	21,576,656	21,522,961
Water Fund	552,848	-	-	204,010
Wastewater Fund	435,386	-	-	161,783
Yuma Regional Comm. System Fund	58,413	-	-	24,459
Equipment Maintenance Fund	104,553	-	-	34,258
Solid Waste Fund	635,020	-	534,902	660,346
Insurance Reserve Fund	2,415,171	-	2,224,730	2,605,196
Workmans' Comp Fund	3,000,000	-	1,899,981	3,000,000
General Government Dev Fee Fund	230	-	230	-
Total	<u>\$ 44,609,506</u>	<u>\$ (2,804,847)</u>	<u>\$ 28,855,902</u>	<u>\$ 54,138,966</u>
<b>PLANNING AND NEIGHBORHOOD SERVICES</b>				
General Fund	\$ 2,747,295	\$ -	\$ 2,260,378	\$ 3,005,159
Grant Funds	5,688,892	321,329	1,146,121	5,613,665
ARPA Fund	-	460,000	90,818	-
Total	<u>\$ 8,436,187</u>	<u>\$ 781,329</u>	<u>\$ 3,497,317</u>	<u>\$ 8,618,824</u>
<b>BUILDING SAFETY</b>				
General Fund	\$ 9,866,691	\$ -	\$ 9,410,514	\$ 10,591,274
Grants Funds	-	66,353	55,796	60,205
Equipment Replacement Fund	199,870	-	43,856	236,232
Total	<u>\$ 10,066,561</u>	<u>\$ 66,353</u>	<u>\$ 9,510,166</u>	<u>\$ 10,887,711</u>
<b>PUBLIC WORKS</b>				
Highway User Revenue Fund	\$ 12,078,618	\$ (400,223)	\$ 11,500,326	\$ 11,998,425
City Road Tax Fund	1,854,137	399,795	3,088,220	2,280,396
Improvement Districts Funds	448,876	-	384,502	672,094
Grant Funds	200,000	-	-	200,000
Solid Waste	5,172,026	-	5,145,891	6,042,927
Equipment Maintenance Fund	2,963,779	-	2,869,691	3,118,440
Equipment Replacement Fund	2,014,230	-	-	3,545,929
Total	<u>\$ 24,731,666</u>	<u>\$ (428)</u>	<u>\$ 22,988,630</u>	<u>\$ 27,858,211</u>
<b>ENGINEERING</b>				
General Fund	\$ 358,041	\$ -	\$ 394,823	\$ 373,652
City Road Tax Fund	2,560,788	(721)	2,493,605	2,628,559
Two Percent Tax Fund	8,471	-	6,223	9,153
Water Fund	646,780	421	670,932	706,847
Wastewater Fund	466,918	300	497,848	513,760
Solid Waste	5,300	-	3,890	5,737
Transport Development Fee Fund	6,000	-	6,000	-
Total	<u>\$ 4,052,298</u>	<u>\$ -</u>	<u>\$ 4,073,321</u>	<u>\$ 4,237,708</u>

CITY OF YUMA  
**SUMMARY BY DEPARTMENT OF EXPENDITURES/EXPENSES**  
 FISCAL YEAR 2025

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES EXPENSES 2024	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2024	ACTUAL EXPENDITURES EXPENSES 2024*	BUDGETED EXPENDITURES EXPENSES 2025
<b>UTILITIES</b>				
Water Funds	\$ 23,355,906	\$ -	\$ 21,280,238	\$ 23,694,992
Wastewater Funds	20,361,559	-	19,074,778	22,221,449
Equipment Replacement Fund	60,000	-	103,395	54,122
Total	<u>\$ 43,777,465</u>	<u>\$ -</u>	<u>\$ 40,458,411</u>	<u>\$ 45,970,563</u>
<b>PARKS &amp; RECREATION</b>				
General Fund	\$ 8,675,465	\$ 102,734	\$ 8,240,940	\$ 9,704,139
Two Percent Tax Fund	7,890,310	(388,998)	7,621,699	8,037,808
Mall Maintenance Fund	442,730	-	339,529	335,775
Grant Funds	4,351,000	(4,082,897)	91,097	85,000
Desert Hills Golf Course Fund	-	-	-	-
Parks & Rec Dev Fee Fund	7,000	-	7,500	-
Equipment Replacement Fund	560,375	-	365,581	1,446,354
Total	<u>\$ 21,926,880</u>	<u>\$ (4,369,161)</u>	<u>\$ 16,666,346</u>	<u>\$ 19,609,076</u>
<b>POLICE</b>				
General Fund	\$ 31,051,986	\$ -	\$ 30,380,787	\$ 35,970,494
Public Safety Tax Fund	2,394,029	(437,000)	1,828,117	3,593,266
Equipment Replacement Fund	1,357,618	(634,000)	566,490	593,365
Police Development Fee Fund	3,000	1,066,000	3,000	548,000
Grant Funds	3,291,999	6,685,246	2,966,883	11,030,709
Total	<u>\$ 38,098,632</u>	<u>\$ 6,680,246</u>	<u>\$ 35,745,277</u>	<u>\$ 51,735,834</u>
<b>FIRE</b>				
General Fund	\$ 17,558,947	\$ 15,289	\$ 17,331,426	\$ 21,316,809
Public Safety Tax Fund	2,119,023	(1,734)	2,075,170	1,778,456
Equipment Replacement Fund	355,000	-	327,392	-
Fire Development Fee Fund	2,500	-	2,500	-
Grant Funds	1,870,506	(915,773)	215,171	904,237
ARPA Fund	-	630,000	421,090	-
Total	<u>\$ 21,905,976</u>	<u>\$ (272,218)</u>	<u>\$ 20,372,749</u>	<u>\$ 23,999,502</u>
<b>CAPITAL PROJECTS</b>				
Capital Projects Fund	\$ 16,890,000	\$ -	\$ 3,249,177	\$ 14,595,000
General Fund	6,312,075	-	447,186	7,292,668
City Road Tax Fund	15,959,050	-	10,638,770	16,416,881
Public Safety Tax Fund	3,821,500	-	2,290,228	3,925,500
Two Percent Tax Fund	2,339,600	2,200	1,689,170	5,014,042
Grant Funds	26,635,129	135,753	6,892,984	32,752,865
ARPA Fund	17,630,400	-	2,211,687	15,134,263
Water Funds	16,825,000	-	11,567,829	13,003,500
Wastewater Funds	109,736,000	-	6,151,792	123,458,500
Total	<u>\$ 216,148,754</u>	<u>\$ 137,953.00</u>	<u>\$ 45,138,823</u>	<u>\$ 231,593,219</u>
Total All Funds	<u>\$ 472,821,492</u>	<u>\$ (149,250)</u>	<u>\$ 273,498,325</u>	<u>\$ 521,167,546</u>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Yuma, Arizona  
**Full-Time Employees and Personnel Compensation**  
 Fiscal Year 2024-25

<b>FUND</b>	<b>Full-Time Equivalent (FTE) *</b>	<b>Employee Salaries and Hourly Costs**</b>	<b>Retirement Costs***</b>	<b>Healthcare Costs****</b>	<b>Other Benefit Costs</b>	<b>Total Estimated Personnel Compensation</b>
<b>GENERAL FUND</b>	732.13	58,042,252	7,913,063	8,194,747	4,966,687	\$79,116,749
<b>SPECIAL REVENUE FUNDS</b>						
Highway User Revenue Fund	47.50	3,156,978	387,311	517,748	396,764	4,458,801
City Road Tax Fund	24.80	1,767,822	216,465	253,144	185,209	2,422,640
Two Percent Tax Fund	30.98	2,562,162	284,811	337,053	248,075	3,432,101
Grants Fund	3.90	891,770	109,422	35,176	84,348	1,120,716
Mall Maintenance Fund	2.10	87,946	10,792	23,947	9,228	131,913
<b>Total Special Revenue Funds</b>	109.28	8,466,678	1,008,801	1,167,068	923,624	11,566,171
<b>ENTERPRISE FUNDS</b>						
Water Fund	96.99	6,191,975	758,201	1,004,903	634,277	8,589,356
Wastewater Fund	70.35	4,806,747	589,618	749,806	475,727	6,621,898
Sanitation Fund	16.95	1,190,714	146,032	166,142	160,218	1,663,106
Desert Hills Golf Course Fund	9.00	754,501	84,399	88,089	65,412	992,401
Yuma Reg Comm Sys Fund	8.30	728,495	89,372	104,675	56,825	979,367
<b>Total Enterprise Funds</b>	201.59	13,672,432	1,667,622	2,113,615	1,392,459	18,846,128
<b>INTERNAL SERVICE FUNDS</b>						
Equipment Maintenance Fund	18.00	1,043,535	128,046	167,648	102,576	1,441,805
<b>Total Internal Service Funds</b>	18.00	1,043,535	128,046	167,648	102,576	1,441,805
<b>TOTAL ALL FUNDS</b>	1,061.00	\$81,224,897	\$10,717,532	\$11,643,078	\$7,385,346	\$110,970,853

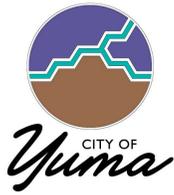
\* Full-time employees only, including Elected Officials overfill positions

\*\* Includes full-time, part-time, overtime and standby pay

\*\*\* Includes Soc Sec/Medicare

\*\*\*\* Health/dental/life insurance

**SCHEDULE G**



# City of Yuma

## City Council Report

File #: O2024-022

Agenda Date: 6/5/2024

Agenda #: 1.

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

**TITLE:**

**Adopt the Fiscal Year 2025 City of Yuma Primary Property Tax Levy, the Main Street Mall and Off-Street Parking Maintenance District No. 1 Property Tax Levy, and 12 Municipal Improvement District Tax Levies**

**SUMMARY RECOMMENDATION:**

Adopt the Fiscal Year 2025 Primary Property Tax Levy, the Main Street Mall and Off Street Parking Maintenance District No. 1 Property Tax Levy, and 12 Municipal Improvement District Tax Levies. (Administration/Finance) (Jay Simonton/Doug Allen)

**STRATEGIC OUTCOME:**

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

**REPORT:**

The City of Yuma Fiscal Year 2025 Adopted Annual Budget is based in part upon an estimated primary property tax levy that is anticipated to raise \$16,601,516 in tax revenue. This estimate is derived from the assessed valuation as of February 2024 provided by the Yuma County Assessor and multiplied by a tax rate of \$2.1526 on each \$100.00 of assessed valuation. The tax rate will increase from the Fiscal Year 2024 rate of \$2.1321. City Council adoption of this ordinance reflects an increase of the tax levy by \$239,651 attributable to new construction.

The levy ordinance for introduction is drafted at the maximum allowed levy for FY 2025 as posted for the truth-in-taxation public hearing notice. At the conclusion of the public hearing, City Council will have a roll call vote on the levy amount. The levy approved by City Council with the roll call vote will be the rate introduced in the Ordinance.

There has been no secondary property tax levy since 1992.

The tax rate for the Main Street Mall and Off-Street Parking Maintenance District No. 1 is \$4.2750 on each \$100.00 of assessed valuation, which is higher than the Fiscal Year 2024 tax rate of \$4.2500. The levy is anticipated to increase approximately \$156,109 in tax revenue in Fiscal Year 2025. The City of Yuma will also contribute approximately \$183,354 to District No. 1 Mall Maintenance in Fiscal Year 2025.

The City will assess 12 Municipal Improvement Districts. The districts, their associated rates and levy are as

follows:

Improvement District	Tax Rate	Tax Levy
Park West Units 4 and 5	\$ 0.7000	\$ 27,551
Cielo Verde Unit Three Phases 1 and 2	1.2245	19,118
Desert Sky Unit 1	1.6000	73,262
Saguaro Units 3 and 4	0.5000	23,724
Driftwood Ranch Units 1 and 2	0.5000	22,516
Livingston Ranch Unit No. 2	1.6000	38,681
Desert Sands Unit No. 1	1.6000	36,506
Villa Serena Unit No. 1	1.8000	11,062
Araby North Subdivision	1.8000	6,399
Autumn Valley Subdivision	1.8000	3,112
La Estancia Subdivision	1.8000	58,070
Santana Sub Units 1-4	1.8000	38,246

The statutory combined Public Hearings on the Budget and tax levies were held on June 5, 2024, and subsequently City Council adopted the Final Budget of Estimated Revenues and Expenditures for Fiscal Year 2025 by Resolution. Introducing and adopting this tax levy ordinance will complete the Fiscal Year 2025 Budget process in accordance with state law and the Yuma City Charter.

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

N/A

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

John D. Simonton	05/29/2024
Reviewed by City Attorney: Richard W. Files	Date: 05/28/2024

**ORDINANCE NO. O2024-022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, FIXING, LEVYING, AND ASSESSING PRIMARY PROPERTY TAXES UPON PROPERTY WITHIN THE CITY OF YUMA SUBJECT TO TAXATION, EACH IN A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS OF VALUATION, SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE FISCAL YEAR 2025 LESS THE AMOUNTS ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE AND THE UNENCUMBERED BALANCES FROM THE PREVIOUS FISCAL YEAR, PROVIDING A GENERAL FUND; AND FIXING, LEVYING, AND ASSESSING UPON PROPERTY SUBJECT TO TAXATION WITHIN THE BOUNDARIES OF EACH OF THE RESPECTIVE MAINTENANCE IMPROVEMENT DISTRICTS NUMBERED 100, 102, 104, 107, 108, 109, 110, 111, 112, 113, 115, 120 AND ALSO UPON PROPERTY SUBJECT TO TAXATION WITHIN THE BOUNDARIES OF THE MAIN STREET MALL AND OFF STREET PARKING MAINTENANCE DISTRICT NO. 1, EACH IN A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS OF VALUATION, SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED FOR THE OPERATION, MAINTENANCE, REPAIR AND IMPROVEMENT OF THE FACILITIES OF SAID DISTRICT, ALL FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025**

WHEREAS, pursuant to the laws of the State of Arizona and Article XIII, Section 6 of the Charter of the City of Yuma, the City Council is required, following the public hearing and adoption of estimates of proposed revenues and expenditures for Fiscal Year 2025 to fix, levy, and assess a primary rate of taxation upon each one hundred dollars (\$100.00) of the assessed valuation of all real and personal property subject to taxation within the City sufficient to raise the amount estimated to be required in the annual budget, less the amounts estimated to be received from all other sources of revenue and unencumbered balances from the previous fiscal year; to pay municipal expenses during Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025; and,

WHEREAS, pursuant to the laws of the State of Arizona, the City Council is required, following the public hearing and adoption of estimates of proposed revenues and expenditures for each of the maintenance improvement districts and the Main Street Mall and Off Street Parking Maintenance District No. 1 for Fiscal Year 2025, to fix, levy, and assess a rate of taxation upon each one hundred dollars (\$100.00) of the assessed valuation of all real and personal property included in the district and subject to taxation within the district, sufficient to raise the amount estimated to be required for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 20, 2025; and,

WHEREAS, the combined public hearing for the purpose of hearing taxpayers was held on June 5, 2024 after which a meeting was duly convened in which an estimate of revenue and expenditures was adopted by the City Council in final form for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025; and,

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

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

SECTION 1: There is hereby levied a primary tax rate of \$2.1526 on each one hundred dollars (\$100.00) of assessed valuation on all property, both real and personal, within the corporate limits of the City of Yuma, except such property as may be by law exempt from taxation, for the purpose of providing a General Fund for the City of Yuma, for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025. Should such tax rate exceed the maximum allowable by law, the rate shall be reduced to such maximum allowable rate.

SECTION 2: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$4.2750 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Main Street Mall and Off Street Parking Maintenance District No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 3: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.7000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 100, Park West Units 4 and 5, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 4: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.2245 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 102, Cielo Verde Unit 3 Phases 1 and 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 5: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.6000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 104, Desert Sky Unit 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 6: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.5000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 107, Saguaro Units 3 and 4, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 7: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$0.5000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 108, Driftwood Ranch Units 1 and 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 8: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.6000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 109, Livingston Ranch Unit No. 2, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 9: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.6000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 110, Desert Sands Unit No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 10: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 111, Villa Serena Unit No. 1, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 11: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 112, Araby North Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 12: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 113, Autumn Valley Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

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

\$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 115, La Estancia Subdivision, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

SECTION 14: In addition to the rates set in Section 1, hereof, there is hereby levied a tax rate of \$1.8000 on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City of Yuma and located within the boundaries of the Improvement District Number 120, Santana Subdivision Units 1-4, except such property as may by law be exempt from taxation, for the purpose of providing a fund for the operation, maintenance, repair and improvement of the facilities to be maintained by the district for Fiscal Year 2025 beginning July 1, 2024 and ending June 30, 2025.

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

SECTION 16: The City Clerk is authorized and directed to cause certified copies of this Ordinance to be forthwith personally delivered to the Yuma County Treasurer and the Chairman of the Board of Supervisors of Yuma County, Arizona, and to cause this Ordinance to be published once in the official newspaper of the City of Yuma published and circulated in the City of Yuma.

Adopted this \_\_\_\_\_ day of June, 2024.

APPROVED:

\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney