



City of Yuma City Council Meeting Agenda

Tuesday, October 17, 2023

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

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

City Council Chambers will be open with public access in addition to participation through Zoom

Those wishing to speak on any applicable agenda item or at Call to the Public and choose to participate via Zoom, must submit an email request to publiccomment@yumaaz.gov no later than 60 minutes prior to the start of the scheduled meeting. Further instructions will be given at that time.

Members of the public are encouraged to view the meeting through either of the following two venues:

- 1) Zoom: Residents will need to connect through the following website:
<https://cityofyuma.zoom.us/>. Click on "Calendar" then select the City meeting and click "Join".
- 2) City of Yuma live stream: Use the Video and TV Stream quick link at www.yumaaz.gov and search for Yuma Live Playlist 73. Watch live on TV cable channel 73.

A recording of the meeting will be available on the City's website after the meeting.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL

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

PRESENTATIONS

- *Amberly's Place Update*
- *Clean and Beautiful Commission Annual Report*

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 2023-161](#) **Regular Council Worksession Draft Minutes September 19, 2023**

 Attachments: [2023 09 19 RWS Minutes](#)
2. [MC 2023-162](#) **Regular Council Meeting Draft Minutes October 4, 2023**

 Attachments: [2023 10 04 RCM Minutes](#)

B. Executive Sessions

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

C. Approval of staff recommendations:

1. [MC 2023-156](#) **Authorize Contract and Payment Based on Bid Award: "A" Canal - 7E and 40th Street Project**

 Authorize Yuma Mesa Irrigation & Drainage District (YMIDD) to execute a construction services contract for the "A" Canal - 7E and 40th Street project, in the amount of \$2,839,213.05 to the lowest responsive and responsible bidder: Gutierrez Canales Engineering, PC. Authorize payment to YMIDD to provide construction administration and inspection for construction of the "A" Canal - 7E and 40th Street project, in accordance with the executed intergovernmental agreement (IGA), in the amount of \$270,283.76. (Engineering) (Dave Wostenberg)

2. [MC 2023-157](#) **Cooperative Purchase Agreement: Economic Development Marketing and Media Services**
Authorize the use of a Cooperative Purchase Agreement initiated by the State of Arizona for media and marketing services with Highnoon Ventures LLC, Phoenix, AZ for an estimated annual expense of \$89,950, with the option to renew for three additional one-year periods pending budget appropriation and satisfactory performance. (City Administration CPA-23-132) (Jenn Reichelt/Robin R. Wilson)
3. [MC 2023-158](#) **Sole Source: Water Filter Membrane Replacement**
Authorize a sole source purchase for water filter membrane replacements for the Agua Viva Water Treatment Plant (AVWTP) in the amount of \$1,515,185.00 to: Zenon Environmental Corporation dba Veolia Water Technologies, Richmond, CA. (Utilities SS-24-095) (Jeremy McCall/Robin R. Wilson)
4. [MC 2023-159](#) **Sole Source Contract: Hydrogen Peroxide Regenerated Iron-Sulfide Control**
Award a five-year Sole Source contract for Hydrogen Peroxide at an estimated annual expenditure of \$450,000.00 to US Peroxide LLC dba USP Technologies, Atlanta, GA (Utilities SS-24-061) (Jeremy McCall/Robin R. Wilson)
5. [MC 2023-160](#) **Mutual Aid and Assistance Agreement: Yuma Proving Ground**
Approve a Mutual Aid and Assistance Agreement between the U.S. Army Garrison, Yuma Proving Ground AZ and the City of Yuma Fire Department for mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. (Fire/Administration) (Dusty Fields).

Attachments: [1. AGMT Mutual Aid and Assistance: Yuma Proving Ground](#)

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. [R2023-047](#)

2023 Special Election: Election Board

Approve the appointed election board for the 2023 City of Yuma Special Election to be held November 7, 2023. (City Administration/City Clerk) (Lynda L. Bushong)

Attachments:

[1. RES 2023 Spc Election: Election Board](#)

[2. EXH A 2023 Spc Election: Election Board](#)

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. [O2023-032](#)

Lease Amendment: Tesla Motors, Inc.

Authorize an amendment to the Ground Lease with Tesla Motors, Inc. to allow the charging of third-party electric vehicles. (Administration/City Attorney) (Jay Simonton/Richard Files)

Attachments:

[1. ORD: Amend Tesla Ground Lease](#)

2. [O2023-033](#)

Development Agreement and Transfer of City-Owned Property: Mesa Heights Affordable Housing Project

Declare City-owned property surplus and approve a development agreement with the Arizona Housing Development Corporation for the construction of six two-bedroom affordable rental housing units on three parcels owned by the City in the Mesa Heights neighborhood. (Planning and Neighborhood Services) (Jay Nance)

Attachments:

[1. MAP: Mesa Heights Affordable Housing Project](#)

[2. ORD: Mesa Heights Affordable Housing Project](#)

[3. AGMT: Mesa Heights Affordable Housing Project](#)

IV. PUBLIC HEARING AND RELATED ITEMS

The following statutory compliance hearing may result in the introduction of Ordinance O2023-034.

1. [O2023-034](#)

Statutory Compliance Hearing/Amendment: Ordinance O2019-037

Pursuant to A.R.S. § 9-462.01, conduct a public hearing to determine compliance with the conditions of approval for rezoning Ordinance O2019-037, and introduce an ordinance to amend O2019-037 to extend the time to comply with the rezoning conditions. (Planning and Neighborhood Services/ Community Planning) (Alyssa Linville)

Attachments:

[1. ORD Statutory Compliance: SEC Ave 3E and 38th St Alignment](#)

[2. MAP Statutory Compliance: SEC Ave 3E and 38th St Alignment](#)

FINAL CALL

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

V. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Appointments:

- Americans With Disabilities Act (ADA) Advisory Commission

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 October 5, 2023 through October 17, 2023. 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.

VI. SUMMARY OF CURRENT EVENTS

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

VII. CALL TO THE PUBLIC

Members of the public may address the City Council on matters 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.

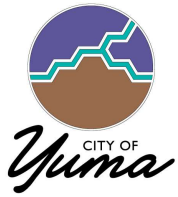
VIII. EXECUTIVE SESSION

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

- A. Discussion, consultation with, and/or instruction to legal counsel regarding the One Arizona Opioid Settlement Memorandum of Understanding. (A.R.S. § 38-431.03 A3 & A4)
- B. Discussion, consultation with, and/or instruction to legal counsel regarding the City of Yuma Investment Policy. (A.R.S. §38-431.03 A3 & A4)

ADJOURNMENT

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



City of Yuma

City Council Report

File #: MC 2023-161

Agenda Date:

Agenda #: 1.

Regular Council Worksession Draft Minutes September 19, 2023

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
September 19, 2023
5:30 p.m.

CALL TO ORDER

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

Councilmembers Present: Smith, Knight, Morris, Shoop, Shelton, and Mayor Nicholls
Councilmembers Absent: Morales
Staffmembers Present: Acting City Administrator, John D. Simonton
Director of Utilities, Jeremy McCall
Procurement Manager, Robin Wilson
Various department heads or their representatives
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

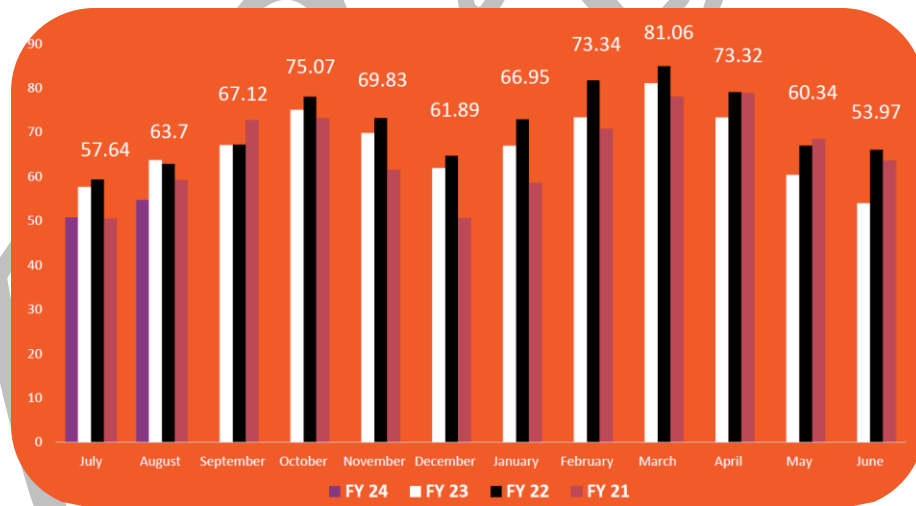
I. VISIT YUMA’S ANNUAL REPORT

Marcus Carney, Executive Director of Visit Yuma, presented the organization’s Annual Report as follows:

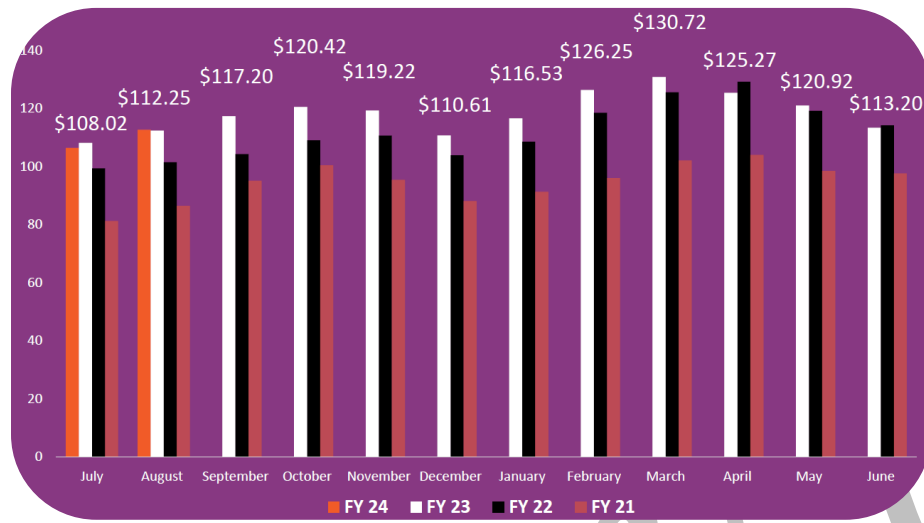
- Visit Yuma Strategic Plan
 - Vision
 - Through the intrigue of history, the beauty of nature, and the promise of adventure, Yuma is the Arizona oasis for those seeking to reinvigorate the soul
 - Mission
 - Visit Yuma supports the promotion and development of tourism through industry collaboration, strategic partnerships, and embracing its diverse communities
 - Areas of Focus
 - Establish a tourism brand and amplify awareness
 - Develop and strengthen strategic partnerships
 - Facilitate the improvement of tourism products and supports
- Total Membership – 354
 - Dining – 63
 - Non-Profits – 38
 - RV Parks – 31
 - Accommodations - 23
- Events
 - National Travel & Tourism Week
 - Visit Yuma Annual Meeting
 - Dorothy Young Memorial

- Visitor Information Center
 - 10,000 visitors every year
 - Many of Yuma's visitors still prefer to get their information in person versus online or on social media
- Sales
 - Main focus is on group tour and travel
 - \$45,000 in economic value
 - 225 appointments
 - 1,850 booked room nights
 - Other Accomplishments
 - Brought SAFE (Safeguarding All From Exploitation) Action Project to Yuma
 - Yuma featured in Sports Destination Management magazine
 - Arizona Lodging & Tourism Association Tourism Manager of the Year awarded to Leslie McClendon, Visit Yuma's Tourism Sales Manager
 - Upcoming
 - Mexico Trade & Media Sales Mission
 - Accent Travel Show
 - Go West Summit
 - U.S. Travel's IPW (International Pow Wow)
- Marketing
 - Visit Arizona Initiative
 - 2021-2023 – \$124,500
 - Primarily marketing, including magazine ads, digital placements, and billboards
 - 2022-2023 – \$500,000
 - Marketing, Visitor Intercept Study, and creation of "Hello. I'm Yuma." video campaign
 - Worked with JayRay, a travel industry-focused public relations group, to create the Visitor Guide and promote Yuma through tourism authors and journalists
 - Social Media
 - Collaborated with The AZ Explorer and Wild Joy Experiences
 - Awards
 - "Soak Up Every Minute" Campaign - Best Marketing Campaign at the Arizona Governors Conference
 - Visitor Guide - Communicator Award from the Academy of Interactive & Visual Arts and Bronze Summit International Award
 - Marketing Campaigns – Drive & Fly Markets July 2022-Present
 - Fly Markets
 - Alaska
 - British Columbia
 - Denver
 - Idaho
 - Los Angeles
 - Montana
 - Oregon
 - San Francisco/Oakland/San Jose
 - Seattle/Tacoma
 - Washington
 - Wyoming

- Drive Markets
 - Mexicali
 - Phoenix
 - San Diego
 - Tucson
- Media Mix
 - Google display ads (excluding Mexicali)
 - Paid social media include Facebook, Instagram and TikTok
 - Travel and lifestyle publications (excluding Mexicali)
 - Billboards
- Reached over 64 million people in the fly and drive markets
 - Facebook and Instagram – 13,889,818 impressions
 - TikTok – 1,145,358 impressions
 - Google Ads – 32,716,332 impressions
 - Programmatic – 16,947,774 impressions
 - YouTube – currently running
- Reached 22 million people in the fly markets and 6.8 million people in the drive markets through billboards and leisure publications
- Hotels
 - Properties
 - Yuma County - 42 properties; 3,814 rooms
 - City of Yuma - 38 properties, 3,601 rooms
 - Occupancy Rates



- Average Daily Rate



- Revenue
 - Increased from \$65,186,960 in Fiscal Year 2021 to \$105,866,229 in Fiscal Year 2023
- Vacation Rentals (Airbnb and Vbro)
 - Have seen dramatic growth, from 203 available rentals in September 2021 to 479 available rentals in August 2023
 - Occupancy has remained slightly lower on average compared to hotels
- What's Next?
 - Engage with local organizations to create a community brand that separates Yuma from other cities to promote not only travel and tourism, but economic development as well
 - Explore additional funding sources and mechanisms, and work towards a county-wide funding strategy to promote Yuma

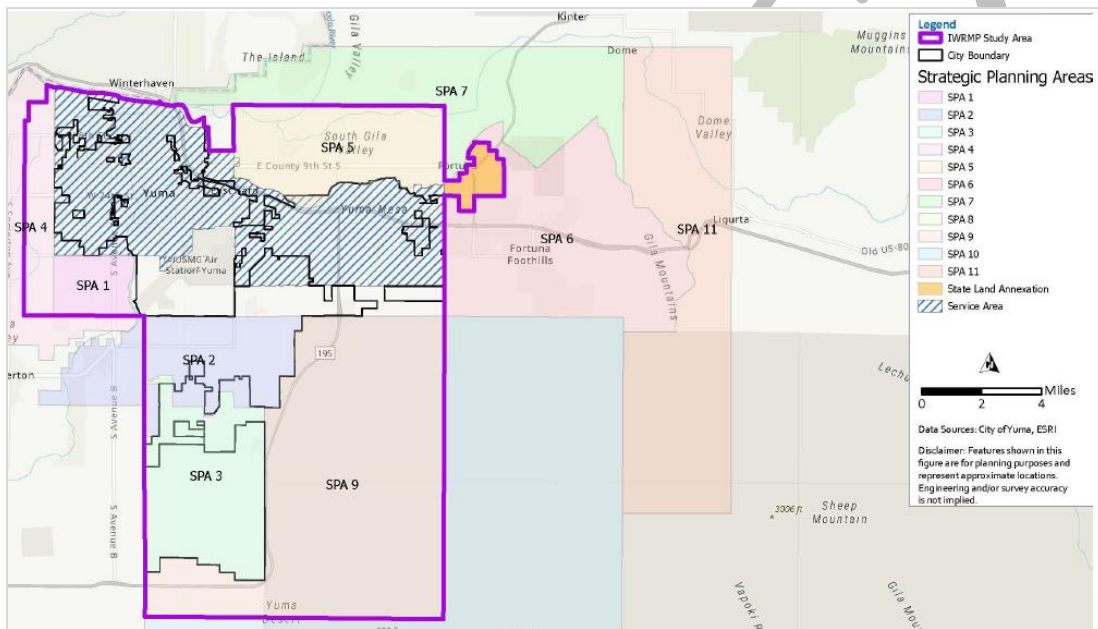
Discussion

- The “Hello. I’m Yuma.” campaign is still active. However, the grant funding that was being used to purchase advertising has ended, so it is not being promoted at the same level that it was previously; those videos are still available on social media (**Mayor Nicholls/Carney**)
- While the Visitor Intercept Study provides valuable information, due to funding limitations it cannot be conducted annually at this time. Partnering with one of the state’s universities is an option worth exploring, however past studies utilizing local universities for research were still costly (**Mayor Nicholls/Carney**)
- **Shelton** invited **Carney** to attend a future meeting on how to utilize movie production as economic development in Yuma, noting that several other Arizona cities have reaped the benefits of the local spending that results from on-location filming.

II. UTILITIES MASTER PLAN

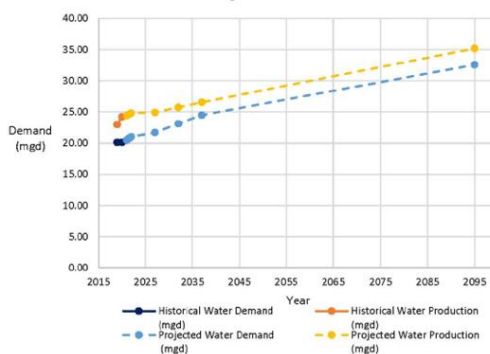
McCall introduced **Richard Humphries** of Carollo Engineers to present the following information on the 2023 Integrated Water Resources Master Plan (IWRMP):

- Master Plan Objective
 - Evaluate the ability of the City's water and wastewater systems to serve current and future customers
 - Plan water resources for current and future conditions
 - Develop a Capital Improvement Program (CIP) for future infrastructure and plan funding strategies to pay for this infrastructure
- Planning Area
 - Master planning was completed primarily in the City's water and wastewater service areas, but acknowledges outside areas in the various Strategic Planning Areas (SPAs)

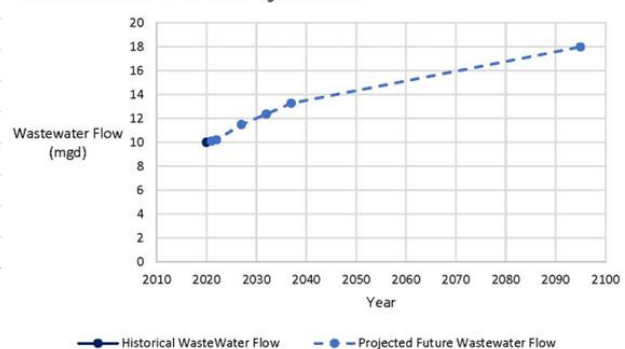


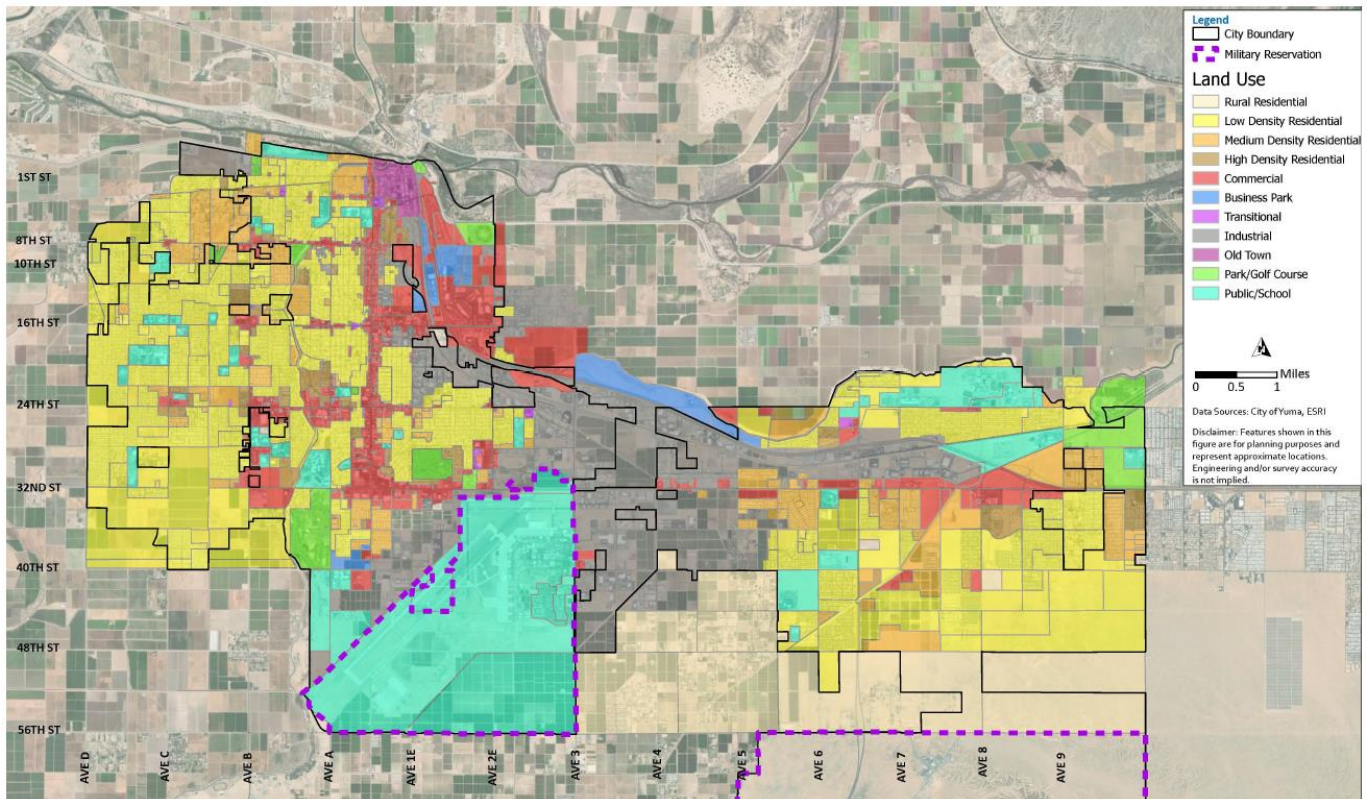
- Flow Projections
 - Future flows are based on the City's General Plan Land Use and future development timing estimates

Water Demand Projection



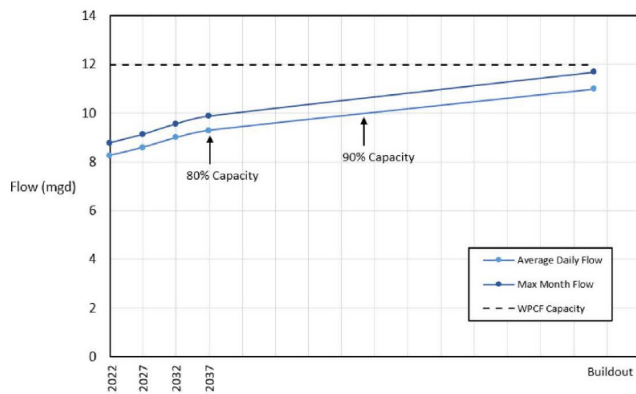
Wastewater Flow Projections



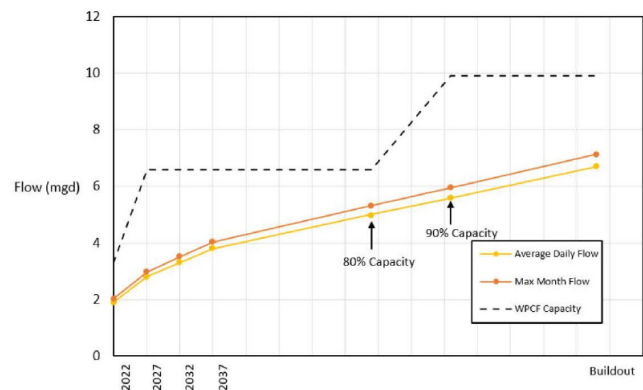


Flow Projections by Wastewater Plant

Figueroa WPCF



Desert Dunes WPCF



- Water Resources

- The City has a good balance in their water resource portfolio, which provides protection against drought and will allow for expansion into some of the SPAs in the future

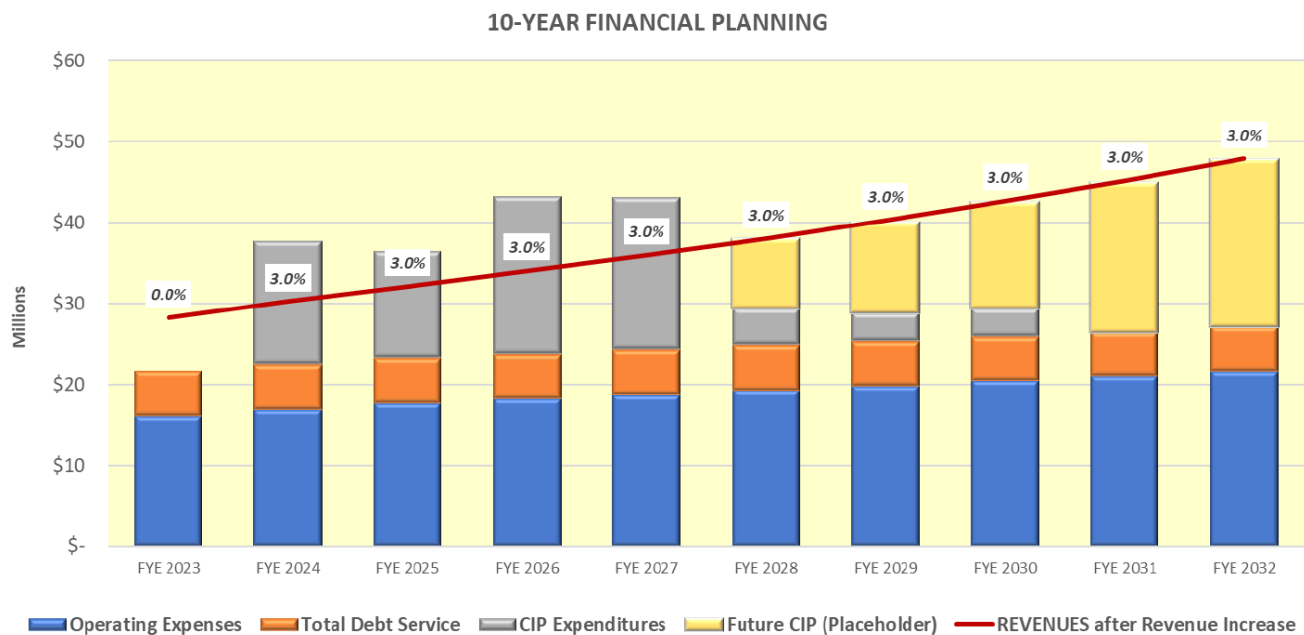
Water Resources	Water Balance Scenario	
	2022 (AFY)	Buildout of CIP Planning Area – Additional Return Flow Credits (AFY)
Colorado River Allocation	50,000	50,00
Return Flow Credits from Figueroa Avenue WPCF	8,000	12,000
Return Credits from All Other WPCFs	--	8,500
Converted Agricultural Water from Valley Division Lands	7,700 ⁽⁴⁾	10,600
Additional Converted Water Secured by City	9,900	7,000
Total Water Resources	75,600	88,100
Water Demand	23,500	36,500
Water Balance Surplus (or Deficit)	52,100	51,600

- Water resource recommendations
 - Continue re-permitting the Figueroa Avenue Water Pollution Control Facility (WPCF)
 - Plan and construct wells to diversify water supplies and increase reliability
 - Seek to obtain additional return flow credits from future expansions
 - Consider reserving water resources for all or portion of SPAs that are beyond the planning horizon of the IWRMP
- Water Plan
 - Water system recommendations
 - Increase the pumping capacity of the Agua Viva Water Treatment Facility (WTF) pump station
 - Bring the Friendship Tower back into service with new wells nearby to serve Zone 1 and Zone 2 with a booster station
 - Construct a 24th Street storage and booster station facility to serve a new Zone 1A.
 - Construct a new storage and booster facility with wells at Avenue 9E to serve a new Zone 2A in the future
 - Construct a new booster and storage tank at Avenue 4E with wells to serve Zone 2 in the future
- Wastewater Plan
 - Wastewater recommendations
 - The City is in the process of expanding the Desert Dunes WPCF and this expansion project will be needed to provide sufficient wastewater treatment capacity
 - Lift stations and force mains are currently operating within the City's design criteria; the City should continue to maintain and monitor these facilities for effective operation
 - Selected gravity sewers will need to be constructed to serve developing areas as these areas are built out
 - Future wastewater plant expansions at the Desert Dunes WPCF by 2037, and possibly Figueroa Avenue WPCF after 2037 depending on growth

- Capital Improvement Project Costs
 - Water

Infrastructure Type	FY2022-FY2027 Project Cost (\$)	FY2028-FY2032 Project Cost (\$)	FY2033-FY2037 Project Cost (\$)	FY2038-Buildout Project Cost (\$)
Pipelines	3,380,000	0	6,756,000	9,328,000
Wells ⁽¹⁾	20,924,000	0	16,006,000	57,228,000
Valves	0	0	0	0
Tanks	0	3,908,000	10,360,000	14,242,000
Booster Pump Station	7,305,000	3,799,000	7,133,000	5,298,000
Total	31,609,000	7,707,000	40,255,000	86,096,000

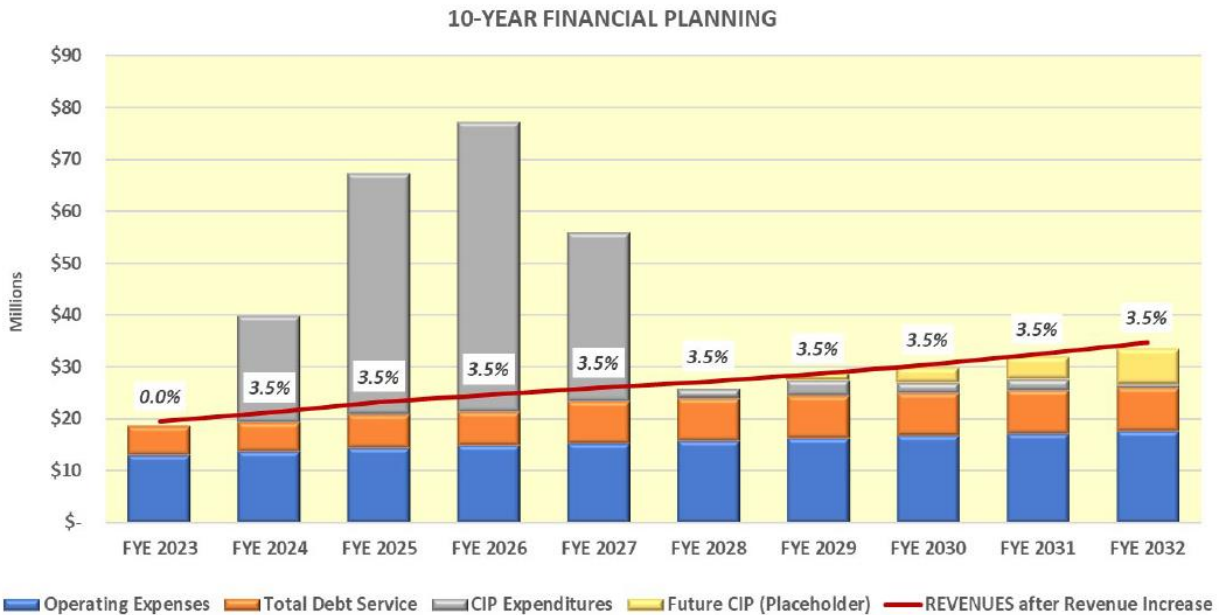
(1) The Wells project type includes well construction and manganese treatment.



- Wastewater

Infrastructure Type	FY2022-FY2027 Project Cost (\$)	FY2028-FY2032 Project Cost (\$)	FY2033-FY2037 Project Cost (\$)	FY2038-Buildout Project Cost (\$)
Gravity	7,158,000	5,669,000	1,376,000	2,152,000
Force Main	7,404,000	0	0	2,566,000
Lift Station	5,646,000	0	0	1,160,000
Total	20,208,000	5,669,000	1,376,000	5,878,000

The Desert Dunes WPCF is undergoing an expansion from 3.3 to 6.6 mgd. The Guaranteed Maximum Price is not finalized, but expected to be near \$100 million.



- **Summary**

- The City has effectively planned the water resources, water, and wastewater infrastructure needed to reliably serve the City’s customers
- Existing water and wastewater systems do not have any major issues that need to be addressed
- The City should continue planning for water resources and water supply reliability to serve the City as well as SPAs where future growth may occur
- The City will need to continue planning and constructing water and wastewater infrastructure to stay ahead of growth

Discussion

- For SPAs located outside of the City’s boundaries, the study used a “typical square mile” approach based on what percentage of a typical square mile contains residential development, commercial development, etc., to estimate future flow demands (**Mayor Nicholls/Humphreys**)
- The date estimates for the planned expansions are based on growth assumptions that may not be valid in the future, and will need to be periodically reevaluated (**Mayor Nicholls/Humphreys**)
- Regarding the Figueroa Avenue WPCF, the City should make an effort to reestablish a mixing zone; while there may be some other options with regards to permitting and water requirements, the City would benefit most from return flow credits to the Colorado River (**Mayor Nicholls/McCall**)
- Water resource planning was completed knowing there could be a reduction in the City’s Colorado River allocation, but does not plan for a specific reduction amount (**Morris/Humphreys**)
- It is fairly expensive to treat reclaimed water to potable standards, so receiving return flow credits for discharging the water into the Colorado River system is a better option for the City at this time (**Morris/Humphreys/McCall**)
- While the recent storms have brought to light some areas of the City’s stormwater system in need of improvements, this study was limited to water and wastewater systems (**Shoop/Simonton**)

III. REGULAR CITY COUNCIL MEETING AGENDA OF SEPTEMBER 20, 2023

Motion Consent Agenda Item C.5 – Cooperative Purchase Agreement: Bonfire Procurement Software Subscription (purchase two annual renewals through Bonfire Interactive, Ontario, Canada, utilizing a Cooperative Purchase Agreement through the Texas Department of Information Resources for an estimated annual expenditure of \$36,000.00) (2021-40000060) (IT/Proc)

Discussion

- All of the City's advertisements for formal solicitations are by law required to be advertised locally in the Yuma Sun, and are also posted on the City's website and through the Bonfire procurement portal; additionally, several plan rooms – including the Yuma Southwest Contractors Association – download the solicitations and provide them to their members (**Morris/Wilson**)
- The City will be holding a Contractor Forum on Friday, September 22, to help local contractors learn how to do business with the City of Yuma (**Wilson**)

Public Hearing on Resolution R2023-042 – General Plan Amendment: Magnolia Avenue (amend the City of Yuma General Plan to change the land use designation from Medium Density Residential to High Density Residential for property located at 430 and 440 S. Magnolia Avenue) (GP-41398-2023) (Plng & Nbhd Svcs/Cmty Plng)

Discussion

- The addition of the housing development, which will look very similar to the Mesa Heights Apartment Complex that was built on Arizona Avenue, will be a great addition to the community (**Shelton/Simonton**)
- Arizona is dealing with housing issues statewide, and the planned housing development is a great example of how local governments respond best to the housing needs of the communities (**Mayor Nicholls**)

EXECUTIVE SESSION/ADJOURNMENT

Motion (Knight/Smith): To adjourn the meeting to Executive Session. Voice vote: **adopted** 7-0. The meeting adjourned at 6:48 p.m.

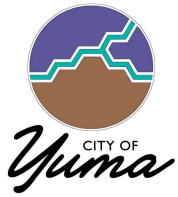
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2023-162

Agenda Date: 10/17/2023

Agenda #: 2.

Regular Council Meeting Draft Minutes October 4, 2023

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
OCTOBER 4, 2023
5:30 p.m.

CALL TO ORDER

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

INVOCATION/PLEDGE

Pastor Amber Herzog, Salvation Army, gave the invocation. **Jasmin Rodriguez**, Parks & Recreation Administrative Support Manager, led the City Council in the Pledge of Allegiance.

ROLL CALL

Councilmembers Present:	Morales, Smith, Knight, Morris, Shoop, Shelton, and Mayor Nicholls
Councilmembers Absent:	None
Staffmembers Present:	Acting City Administrator, John D. Simonton Fire Chief, Dusty Fields Director of Planning and Neighborhood Services, Alyssa Linville Neighborhood Services Manager – Programs, Jay Nance Director of Parks and Recreation, Eric Urfer Assistant Director of Planning, Jennifer Albers Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

FINAL CALL

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

PRESENTATIONS

Domestic Violence Awareness Month Proclamation

Mayor Nicholls read a proclamation declaring October 2023 Domestic Violence Awareness Month and called upon all residents of the City of Yuma to support domestic violence survivors and take a stand against all forms of violence and abuse in relationships.

Yuma Fire Department Accreditation Presentation

Fields announced that the City of Yuma Fire Department (YFD) has attained the status of International Accredited Agency by the Commission of Fire Accreditation International (CFAI) and the Center for Public Safety Excellence. This is the fifth accreditation awarded by CFAI and is the culmination of significant dedication and commitment by the YFD team. On average, fire departments invest approximately 2,000 hours of time to complete the process. **Fields** extended his gratitude to Captain Ryan Johnson, who served as Accreditation Manager throughout the process, and Battalion Chief Richard Root, who oversaw Captain Johnson and the Professional Services Division, for their pivotal roles in ensuring the project's success.

Overview of the Arizona Avenue Housing Projects

Linville introduced **Nance**, who presented the following overview of the current and upcoming Arizona Avenue housing projects:

- Existing Affordable Multi Family Housing
 - Mesa Heights Apartments
 - 58 affordable units
 - Low Income Housing Tax Credit Housing
 - Community Resource Center
 - Services provided by:
 - Arizona @ Work
 - Arizona's Children Association
 - Campesinos Sin Fronteras
 - Child and Family Resources
 - Department of Economic Security Veteran's Services
 - Sports Helping Influence Neighborhood Excellence (SHINE) Program
 - Yuma Community Food Bank
 - Mesa Heights Pueblos
 - 15 affordable units
 - Faces immediate and long-term maintenance issues
 - Parking lot is severely deteriorated and has developed an inconsistent grade
 - Existing dry wells are full of debris from deteriorated parking lot and unable to collect stormwater as intended
 - Wood frame carports have begun to warp, and several repairs indicate the structure has been damaged in the past
 - An inspection revealed asbestos-containing material in the mastic on the carport roofing
- Future Affordable Multi Family Housing
 - Mesa Heights Village
 - Three City-owned parcels
 - Six affordable units
 - Selected developer to allow only tenant based rental assistance
 - Vistara Phase 1
 - 80 affordable units
 - Low Income Housing Tax Credit Housing

Discussion

- The carports at the Mesa Heights Pueblos will be demolished; there are no current plans to replace the carports (**Shelton/Nance**)
-

Parks, Arts, Recreation and Trails Public Input Phase Presentation

Urfer presented information on the status of the Parks, Arts, Recreation and Trails Master Plan as follows:

- Completed
 - Project Initiation
 - Contract
 - Established timeline

- Task refinement
- Condition Analysis
 - Review of existing plans and studies
 - Demographics, trends, and profiles
 - Base mapping and spatial analysis
- Community Engagement
 - Public Improvement Plan
 - Development and implementation of mail and online surveys
- Next Steps
 - Conditions Analysis
 - Conduct a physical assessment of parks, trails, and recreational amenities
 - Community Engagement – Surveys
 - Mail survey – September 28
 - Online survey – October 6 – December 15
 - Community Engagement – Pop-Ups
 - Tacos and Tunes – October 7th
 - YumaCon – October 8th
 - Getting Arizona Involved In Neighborhoods (GAIN) – October 14th
 - Humane Society of Yuma Huddle Up! – October 14th
 - Glow Crazy 5K/10K – October 21st
 - Scary and Safe Trick or Treat – October 31st
 - Community Engagement – Sessions
 - Yuma High School Cafeteria – October 25th
 - Arizona Western College 3C Building – October 26th
- Future Steps
 - Needs Analysis
 - Plan Development
 - Approval
- Summary
 - Mail surveys are out
 - Online surveys start October 6th
 - Pop-up events start October 7th
 - Community engagement sessions October 25th and 26th

Discussion

- The pop-up events are opportunities to direct event attendees to the online survey and provide information about the Master Plan in general; signage will also be placed at parks and facilities throughout the City with a QR code leading to the online survey (**Mayor Nicholls/Urfer**)
- A full media blitz is forthcoming, and several radio interviews have been set up as well (**Mayor Nicholls/Urfer**)
- The Yuma County Chamber of Commerce will be holding their Community Business Expo 2023 at the Civic Center on October 28th, and would be a good venue to reach the public (**Knight**)
- The online surveys will be open until December 15th, so there is ample time for anyone interested to complete the survey; paper surveys are also available at the Parks and Recreation office at City Hall (**Shelton/Urfer**)

I. MOTION CONSENT AGENDA

Motion Consent Agenda Item C.3 – Cooperative Purchase Agreement: Field Lighting at Ray Kroc Fields (purchase, delivery, and installation of athletic field and batting cage lighting by Musco Sports Lighting for an expenditure of \$1,413,450) (CPA-24-086) (Pks & Rec)

Discussion

- The lighting system being purchased is currently in use throughout the City's Parks and Recreation facilities; staying with the same system is beneficial because it allows for consistency in lighting controls, etc. (**Morris/Urfer**)
- Approval of this motion will lock in the current pricing, which is anticipated to increase at the beginning of next year; this project was split over a two-year period due to coordinating the installation with field use and minimizing the impact on user groups and special events (**Morris/Urfer**)
- Installing the lights will increase the field usage time anywhere from three to five hours a night, depending on the time of year (**Morales/Urfer**)

Motion (Morris/Morales): To approve the Motion Consent Agenda as recommended. Voice vote: **approved** 7-0.

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

Regular Council Meeting September 6, 2023

B. Executive Session

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

C. Approval of Staff Recommendations

1. Authorize the donation of various computer peripherals to Achieve Enterprise Services, Yuma and to the Yuma Union High School District. (Fin/Proc)
2. Ratify and approve the purchase order for the Valley Aquatic Center Commercial Pool Heater Replacement project to Polar Cooling, Yuma, AZ for a total cost of \$122,436.00. (Bid No. 2018-20000076) (Pks & Rec)
3. Authorize the purchase, delivery and installation of athletic field and batting cage lighting at Ray Kroc Sports Complex, Fields 2 and 3, to Musco Sports Lighting, Oskaloosa, IA, utilizing 1GPA Cooperative Purchase Agreement for an expenditure of \$1,413,450.00 (CPA-24-086) (Pks & Rec)

4. Authorize the purchase and installation of underground water, sewer, and electrical utilities for a prefabricated restroom to Yuma Valley Contractors, utilizing the Job Order Contract agreement for an estimated expenditure of \$155,606.50. (2019-20000049) (Pks & Rec)

II. RESOLUTION CONSENT AGENDA

Resolution R2023-045 – Intergovernmental Agreement: Pedestrian Hybrid Beacons (with the State of Arizona Department of Transportation for the design and construction of Pedestrian Hybrid Beacons at three locations) (Eng)

Motion (Morales/Knight): To amend Resolution R2023-045, and the supporting staff report, to change the reference of ‘Palm Avenue’ to ‘Palm Drive’. Voice vote: **approved** 7-0.

Motion (Knight/Morris): To adopt the Resolution Consent Agenda as amended.

Bushong displayed the following titles:

Resolution R2023-043

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving a development agreement permitting the deferral of City of Yuma development fees and water and sanitary sewer capacity charges for Desert Sands Unit No. 3 Subdivision (deferral agreement is for three years from the date of execution and upon receipt of the \$500 administrative fee) (Eng)

Resolution R2023-044

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving a development agreement permitting the deferral of City of Yuma development fees and water and sanitary sewer capacity charges for Driftwood Ranch Unit No. 2 Subdivision (deferral agreement is for three years from the date of execution and upon receipt of the \$500 administrative fee) (Eng)

Resolution R2023-045

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 pedestrian hybrid beacons at three locations (beacons will be installed at 32nd Street and Palm Drive, Avenue C at Central Drain north of 22nd Lane, and South Avenue C and Crane Street; this Highway Safety Improvement Project is 100% grant funded) (Eng)

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

III. INTRODUCTION OF ORDINANCES CONSENT AGENDA

Ordinance O2023-032 – Lease Amendment: Tesla Motors, Inc. (amend Ordinance O2013-064 and the December 20, 2013, Tesla Ground Lease to allow the charging of third-party electric vehicles) (Admin/Atty)

Discussion

- Tesla pays \$100 per parking space per month, and there are a total of eight parking spaces being leased at this time (**Knight/Simonton**)

Bushong displayed the following titles:

Ordinance O2023-032

An ordinance of the City Council of the City of Yuma, Arizona, amending Ordinance No. O2013-64 and the December 20, 2013, Tesla Ground Lease (to allow the charging of third-party electric vehicles, which is restricted by the current lease) (Admin/Atty)

Ordinance O2023-033

An ordinance of the City Council of the City of Yuma, Arizona, declaring certain real property and rights-of-way, hereafter described, surplus for City use and authorizing the vacating of rights-of-way and transfer of the surplus property pursuant to the terms of a development agreement with the Arizona Housing Development Corporation (for the construction of six two-bedroom two-bathroom affordable housing units) (Plng & Nbhd Svcs)

IV. PUBLIC HEARING AND RELATED ITEMS

Morris declared a conflict of interest on Resolution R2023-046 and left the dais.

Resolution R2023-046 – General Plan Amendment: Avenue A (amend the City of Yuma General Plan to change the land use designation from Public/Quasi-Public to High Density Residential for property located at the southeast corner of Avenue A and 4th Street) (Plng & Nbhd Svcs/Cmty Plng)

Mayor Nicholls opened the public hearing at 6:09 p.m.

Albers presented the following information:

- Proposed change: Public/Quasi-Public to High Density Residential
- Area: 0.73 acres
- Surrounding land uses
 - North – Stormwater basin
 - South – Multi-family complex
 - East – Singly family homes
 - West – East Main Canal and multi-use path
- Development potential
 - Dwelling units – Potential increase of 22 units
 - Population – Potential increase of 42 persons
- Future development – 15-unit apartment complex
- Public Comment

Motion (Morales/Knight): To close the Public Hearing. Voice vote: **approved** 6-0-1, **Morris** abstaining due to conflict of interest. The Public Hearing closed at 6:10 p.m.

Motion (Morales/Knight): To adopt Resolution R2023-046 as recommended.

Bushong displayed the following title:

Resolution R2023-046

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to change the Land Use Designation from Public/Quasi-Public to High Density Residential for property located at the southeast corner of Avenue A and 4th Street

(change the land use designation for approximately 0.73 acres of property to allow the construction of a multi-family housing project) (Plng & Nbhd Svcs/Cmtty Plng)

Roll call vote: **adopted** 6-0-1, **Morris** abstaining due to conflict of interest.

Morris returned to the dais.

V. ANNOUNCEMENTS AND SCHEDULING

Announcements

Knight, Shelton, Smith, Morales, Morris, and Mayor Nicholls reported on events and meetings they have attended during the last two weeks and upcoming events of note.

Scheduling – No meetings were scheduled at this time.

VI. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- October 7th - Tacos and Tunes Block Party in Historic Downtown Yuma
- October 7th - YumaCon at the Yuma Civic Center
- October 7th - Surplus Auction at the City of Yuma Surplus Property Yard

VII. CALL TO THE PUBLIC

Clyde Gill, City resident, expressed disappointment that the upcoming November 2023 Special Election will be an all-mail ballot, recalling memories of voting with his father as a child and taking his own children to vote.

Diane Crites, City resident, spoke regarding the frequent flooding at the intersection of Arizona Avenue and Palo Verde, and asked when the stormwater issue in this area will be addressed. **Mayor Nicholls** directed **Simonton** to follow up with **Crites** and provide information on the upcoming Capital Improvement Program projects in the area of concern.

VIII. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:31 p.m. No Executive Session was held.

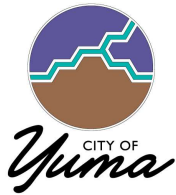
APPROVED:

Lynda L. Bushong, City Clerk

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2023-156

Agenda Date: 10/17/2023

Agenda #: 1.

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

TITLE:

Authorize Contract and Payment Based on Bid Award: "A" Canal - 7E and 40th Street Project

SUMMARY RECOMMENDATION:

Authorize Yuma Mesa Irrigation & Drainage District (YMIDD) to execute a construction services contract for the "A" Canal - 7E and 40th Street project, in the amount of \$2,839,213.05 to the lowest responsive and responsible bidder: Gutierrez Canales Engineering, PC. Authorize payment to YMIDD to provide construction administration and inspection for construction of the "A" Canal - 7E and 40th Street project, in accordance with the executed intergovernmental agreement (IGA), in the amount of \$270,283.76. (Engineering) (Dave Wostenberg)

STRATEGIC OUTCOME:

Approval of this item aligns with City Council's Respected and Responsible strategic outcome as the construction of a new box culvert on the "A" Canal at the intersection of Avenue 7E and 40th Street, will facilitate the extension of Avenue 7E to 40th Street and the paving of 40th Street between Avenue 6 3/4E to Avenue 7 1/2E. This item also aligns with City Council's Safe and Prosperous strategic outcome as it will increase roadway capacity and alleviate traffic out of the foothills area, which also improves emergency service response time.

REPORT:

City Council previously approved an intergovernmental agreement with YMIDD to construct a new culvert at the intersection of Avenue 7E and 40th Street. The construction of the culvert is expected to occur from November 2023 to April 2024.

Three bids were received from the following general contractors:

Gutierrez Canales Engineering	\$2,457,125.05
DPE Construction, Inc.	\$2,865,000.00
Meridian Engineering Company	\$3,246,235.00

The construction contract value of \$2,839,213.05 includes a contingent bid item for bypass pumping, which was not included in the basis for evaluation of the bids when determining the lowest bidder. The contractor will only be compensated for the contingent bid item for bypass pumping if this item is required due to unforeseen

site conditions.

The "A" Canal is owned by Bureau of Reclamation and operated by YMIDD. Similar to other franchise utilities, YMIDD requires that construction of facilities along the canal be managed and inspected by YMIDD staff. Approval of this motion will allow the City to pay for construction costs of the new culvert, including all necessary construction management, material testing, and inspection of the construction.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,364,971.65	BUDGETED:	\$ 1,500,000.00
STATE FUNDS:	\$ 900,000.00	AVAILABLE TO TRANSFER:	\$ 1,770,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 3,264,971.65	Grants: 198-97-77.8140 City Road Tax: 102-97-77.8140 Development fee: 348-97-77.8140	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Bids for this project were higher than originally estimated. Development fees were authorized through the Infrastructure Improvements Plan in the amount of \$1,193,060 for this project. Additionally, there is adequate funding set aside in CIP contingency in the City Council approved FY 2024 budget and CIP program.

ADDITIONAL INFORMATION:

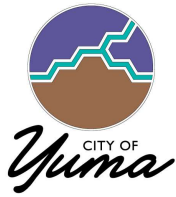
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

1. Intergovernmental Agreement (IGA) with Yuma Mesa Irrigation & Drainage District (YMIDD)(Res. No. R2023-028)

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: 10/06/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023



City of Yuma

City Council Report

File #: MC 2023-157

Agenda Date: 10/17/2023

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	<input checked="" type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input type="checkbox"/> Resolution
DIVISION: Procurement	<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:

Cooperative Purchase Agreement: Economic Development Marketing and Media Services

SUMMARY RECOMMENDATION:

Authorize the use of a Cooperative Purchase Agreement initiated by the State of Arizona for media and marketing services with Highnoon Ventures LLC, Phoenix, AZ for an estimated annual expense of \$89,950, with the option to renew for three additional one-year periods pending budget appropriation and satisfactory performance. (City Administration CPA-23-132) (Jenn Reichelt/ Robin R. Wilson)

STRATEGIC OUTCOME:

The item supports the City Council's strategic outcomes of Respected and Responsible as well as Safe and Prosperous by providing account management, marketing strategy, and creative services needed to implement the Target Industry Analysis through the development of a comprehensive economic development media and marketing plan.

REPORT:

In FY 2023, the City utilized a cooperative purchase agreement through the State of Arizona for marketing services with Highnoon, an Arizona marketing and consulting agency, to develop an economic development media and marketing campaign for the City. The plan was intended to build brand awareness and assist in attracting new businesses and industries to Yuma.

To develop a comprehensive marketing and media plan, Highnoon conducted an extensive marketplace review, which included gathering key insights from the City's Target Industry Analysis (TIA), analyzing industry data, and researching current global, national, regional, and local economic development conditions and trends. This extensive up-front research was intended to help identify at least one top industry from the TIA for the City to focus on during the initial campaign. Based on this research, it was recommended that the initial campaign focus on Aircraft and Aerospace Manufacturing, Battery Manufacturing, and Third-Party Logistics.

Once the initial industries were selected, Highnoon presented the City with several campaign mood boards and creative concepts to review. Once the creative concept was selected, Highnoon developed content themes, key messaging, and a campaign style guide which served as the guiding framework throughout the campaign. In addition, Highnoon developed a media plan that leveraged a multi-channel approach to reach

key decision-makers in the selected target industries including paid social (LinkedIn) and cross-device display ads (Google). Highnoon was also responsible for ongoing media management and reporting, which included providing City staff with a comprehensive monthly report detailing the performance across the campaign.

The initial FY 2023 campaign proved to be successful in building awareness, targeting key decision makers, and driving traffic to the City's website. Reviewing all-time performance, the top three ads were all related to Aircraft and Aerospace Manufacturing, with a click through rate (CTR) of .57% during the campaign. It should be noted that the average CTR for a comparable campaign is .08%, which means that the City's CTR rate was 7 times higher than the average. In addition, the campaign drove nearly 13,000 pageviews to the City's economic development webpage, where visitors stayed for an average of 3:06 minutes.

The FY 2024 economic development media and marketing campaign will continue the efforts started during last year's initial campaign. The contract with Highnoon includes account management and strategy, creative design and development, videography and photography services, as well as media placement and management. The campaign is intended to reach key decision makers in this year's identified industries.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 89,950.00	BUDGETED:	\$100,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL\$ 89,950.00			
General Fund			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget authority is in the FY 2024 City Council approved budget.

ADDITIONAL INFORMATION:

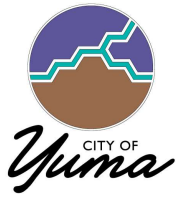
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

Acting City Administrator: John D. Simonton	Date: 10/06/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023



City of Yuma

City Council Report

File #: MC 2023-158

Agenda Date: 10/17/2023

Agenda #: 3.

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

TITLE:

Sole Source: Water Filter Membrane Replacement

SUMMARY RECOMMENDATION:

Authorize a sole source purchase for water filter membrane replacements for the Agua Viva Water Treatment Plant (AVWTP) in the amount of \$1,515,185.00 to: Zenon Environmental Corporation dba Veolia Water Technologies, Richmond, CA. (Utilities SS-24-095) (Jeremy McCall/Robin R. Wilson)

STRATEGIC OUTCOME:

This motion supports the City Council's strategic outcome of Safe and Prosperous by ensuring the reliability and quality of the City's water systems.

REPORT:

The membrane modules and cassette frames are AVWTP filtration devices. The water plant utilizes GE Zenon Membrane Filtration Technology and operates eight trains, with four membrane cassettes in each train for a total of 32 membrane cassettes. The membrane filtration cassettes are a vacuum-driven separation process that produces high quality water for distribution to consumers and acts as selective barriers that block particles larger than the pore size (approximately 0.04 microns or millionths of a meter) from passing through the membrane.

The filtration system consists of hollow fibers with pores small enough to block Giardia (approximately 5-15 microns in width), Cryptosporidium (approximately 5 microns), and many other forms of bacteria from entering the distribution system. The membrane cassettes are budgeted to be replaced and upgrading of two full trains (8 total membranes) at the 12-year-old water treatment plant. This will complete a three-year process of replacing all the membranes for the treatment facility.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 1,515,185.00	BUDGETED:	\$1,700,000.00
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 \$ 0.00			
421 Water Fund			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the FY 2024 City Council approved budget.

ADDITIONAL INFORMATION:

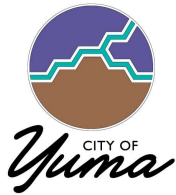
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/06/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023



City of Yuma

City Council Report

File #: MC 2023-159

Agenda Date: 10/17/2023

Agenda #: 4.

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

TITLE:

Sole Source Contract: Hydrogen Peroxide Regenerated Iron-Sulfide Control

SUMMARY RECOMMENDATION:

Award a five-year Sole Source contract for Hydrogen Peroxide at an estimated annual expenditure of \$450,000.00 to US Peroxide LLC dba USP Technologies, Atlanta, GA (Utilities SS-24-061) (Jeremy McCall/Robin R. Wilson)

STRATEGIC OUTCOME:

This award supports the City Council's strategic outcome of Safe and Prosperous by ensuring the reliability and quality of the City's wastewater treatment and collection systems.

REPORT:

The proprietary process from US Peroxide, is a unique hydrogen sulfide (H₂S) odor and corrosion control technology in the wastewater collection system. It has proven to be very successful in the application and the reduction of H₂S in the Yuma valley interceptor for more than ten years.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 450,000.00	BUDGETED:	\$ 450,000.00
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 431 Wastewa	
TOTAL \$ 450,000.00			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the FY 2024 City Council approved budget.

ADDITIONAL INFORMATION:

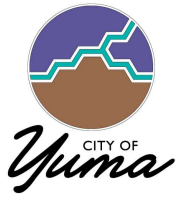
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/06/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023



City of Yuma

City Council Report

File #: MC 2023-160

Agenda Date: 10/17/2023

Agenda #: 5.

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

TITLE:

Mutual Aid and Assistance Agreement: Yuma Proving Ground

SUMMARY RECOMMENDATION:

Approve a Mutual Aid and Assistance Agreement between the U.S. Army Garrison, Yuma Proving Ground AZ and the City of Yuma Fire Department for mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. (Fire/Administration) (Dusty Fields).

STRATEGIC OUTCOME:

This Mutual Aid and Assistance Agreement meets the City Council's strategic outcome of Safe and Prosperous by not only assisting our regional partner but also providing additional resources to the City of Yuma when needs exceed resource capacity.

REPORT:

The U.S. Army Garrison, Yuma Proving Ground AZ has requested the City of Yuma enter into a Mutual Aid and Assistance Agreement for the services described above.

Mutual aid assistance will be provided upon official request of, and acceptance by, the respective Fire Chiefs or their designee.

This Mutual Aid and Assistance Agreement will be reviewed biennially for necessary modifications and will terminate upon 30 days written notice by either party.

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: 10/06/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023

**MUTUAL AID & ASSISTANCE AGREEMENT
BETWEEN
U.S. ARMY GARRISON, YUMA PROVING GROUND
AND
CITY OF YUMA, ARIZONA**

SUBJECT: Reciprocal Agreement for Aid and Assistance between United States Army Garrison, Yuma Proving Ground (USAG YPG) and City of Yuma

1. BACKGROUND: This agreement, entered into this _____ day of _____ 2023, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and City of Yuma (COY) is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

2. REFERENCES/AUTHORITIES:

- a. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
- b. 44 CFR Part 151 – Reimbursement for costs of firefighting on Federal property
- c. DoDI 6055.06, DoD Fire and Emergency Services Program
- d. DoDI 6055.17, DoD Emergency Management (EM) Program
- e. DoDI 7000.14R, Financial Management Regulations
- f. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
- g. Army Regulation (AR) 5-9, Installation Agreements
- h. AR 420-1, Army Facilities Management, Chapter 25, Fire and Emergency Services
- i. AR 525-27, Army Emergency Management Program
- j. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety

3. PURPOSE: To secure for both parties the benefits of reciprocal aid and assistance agreement for fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and

advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions with respect to property located in the vicinity of areas where the parties maintain fire and emergency medical facilities.

4. UNDERSTANDING OF THE PARTIES:

a. On request to a representative of the USAG YPG Fire Department by a representative of the COY Fire Department, firefighting equipment and personnel of the USAG YPG Fire Department will be dispatched when available to any point within the area for which the COY Fire Department normally provides fire protection as designated by the representative of the COY Fire Department.

b. On request to a representative of the COY Fire Department by a representative of the USAG YPG Fire Department, firefighting equipment and personnel of the COY Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the USAG YPG Fire Department.

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

5. GENERAL PROVISIONS: Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

b. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of the official.

c. A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

d. If a crash of aircraft operating out of USAG YPG owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the COY Fire Department normally provides fire protection, the Chief of the USAG YPG Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. § 2210.

f. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used respectively by USAG YPG Fire Department or COY Fire Department in carrying out this agreement will be owned by the USAG YPG Fire Department or COY Fire Department respectively, and all personnel acting for USAG YPG Fire Department or COY Fire Department under this agreement will be an employee or volunteer member of their respective USAG YPG Fire Department or COY Fire Department.

i. Effective date. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

j. Review and Modification. The parties will review the agreement biennially and give notice if modifications appear necessary.

CITY OF YUMA, a municipal
Corporation

By _____
Jay Simonton
Acting City Administrator

KENNETH O. MUSSELWHITE, SR.
Garrison Manager
USAG Yuma Proving Ground

Date

APPROVED AS TO FORM:

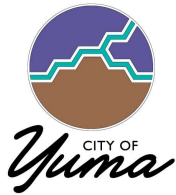
By _____
Richard Files
City Attorney

ATTEST:

Lynda Bushong
City Clerk

GERALD E. BALL
Fire Chief
USAG Yuma Proving Ground

Date



City of Yuma

City Council Report

File #: R2023-047

Agenda Date: 10/17/2023

Agenda #: 1.

DEPARTMENT: City Administration	STRATEGIC OUTCOMES	ACTION
	<input type="checkbox"/> Safe & Prosperous <input type="checkbox"/> Active & Appealing <input checked="" type="checkbox"/> Respected & Responsible <input checked="" 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
DIVISION: Clerk's Office		

TITLE:

2023 Special Election: Election Board

SUMMARY RECOMMENDATION:

Approve the appointed election board for the 2023 City of Yuma Special Election to be held November 7, 2023. (City Administration/City Clerk) (Lynda L. Bushong)

STRATEGIC OUTCOME:

Adoption of this agenda items aligns with City Council's Respected and Responsible and Connected and Engaged strategic outcomes by providing transparency of City election processes.

REPORT:

The City of Yuma has an intergovernmental agreement (IGA) with Yuma County Election Services (Election Services) and the Yuma County Recorder for the purpose of conducting the City's elections. This is the City's first all-mail ballot election. Ballots must be returned through U.S. mail or at a drop box location. There will be no polling places or voting centers available during this election.

Pursuant to the City of Yuma Charter, Article IX, Section 1(a), and Arizona Revised Statutes § 9-825, the City Council is required to appoint an election board (Election Board). The proposed resolution lists persons recommended by Yuma County Election Services, through the IGA, to be appointed to and serve as the Election Board for the November 7, 2023 Special Election. All of the appointees named within the resolution are qualified to serve on the Election Board under state election laws.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 80,000.00
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: 10/09/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023

RESOLUTION NO. R2023-047

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF YUMA, ARIZONA, APPOINTING THE ELECTION
BOARD TO SERVE AT THE 2023 ALL-MAIL BALLOT
SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023**

WHEREAS, Arizona Revised Statutes § 9-825 requires the City Council to appoint an election board (“Election Board”), and,

WHEREAS, it is necessary to appoint individuals to serve on the Election Board for the City’s 2023 all-mail ballot Special Election; and,

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

WHEREAS, the City of Yuma’s 2023 all-mail ballot Special Election will be held November 7, 2023; and,

WHEREAS, the City is committed to increasing voter participation through convenience and accessibility, and to conduct elections more efficiently with less cost; and,

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

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

SECTION 1. The named election officers in Exhibit A, attached and incorporated by this reference, are hereby appointed to serve as the Election Board at the City of Yuma 2023 all-mail ballot Special Election.

SECTION 2. The Election Board positions include an early board supervisor, inspector, and judges. The early board supervisor shall be paid \$41.67/hour; the inspector shall be paid \$23.34/hour; and the judges shall be paid \$15.00/hour.

SECTION 3. Appointed individuals may be substituted, added to, or deleted from the the list of Election Board officers to conduct the 2023 all-mail ballot Special Election, as necessary.

Adopted this ____ day of _____, 2022.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

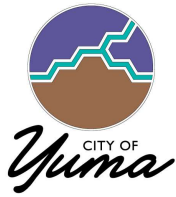
APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

Exhibit A

Special Election - November 7, 2023		
Early Board		
Name	Position	Rate:
Margarita Haro Abalos	Early Board Supervisor	\$41.67 hr
Carolyn Marquez	Inspector	\$23.34 hr
Larry Graef	Judge	\$15 hr
Irma Merino	Judge	\$15 hr
Duplication Board		
Name	Position	Rate:
Shirley Dalton	Judge	\$15 hr
Ruth Sust	Judge	\$15 hr



City of Yuma

City Council Report

File #: O2023-032

Agenda Date: 10/4/2023

Agenda #: 1.

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

TITLE:

Lease Amendment: Tesla Motors, Inc.

SUMMARY RECOMMENDATION:

Authorize an amendment to the Ground Lease with Tesla Motors, Inc. to allow the charging of third-party electric vehicles. (Administration/City Attorney) (Jay Simonton/Richard Files)

STRATEGIC OUTCOME:

This ordinance supports the City Council's strategic outcome of Connected and Engaged by providing charging stalls to Teslas and third-party electric vehicles.

REPORT:

On December 20, 2013, the City entered into a ground lease with Tesla Motors, Inc. (Tesla) for eight dedicated charging stalls in a City-owned parking lot at 310 North Madison Avenue (the "Lease Agreement"). The Lease Agreement restricts use of the charging stalls to Tesla vehicles. Tesla has requested a change in the lease terms to make the charging stations at 310 North Madison Avenue available to third-party electric vehicles in addition to Teslas.

This ordinance authorizes modification of the Lease Agreement to allow charging of third-party electric vehicles. All other terms in the Lease Agreement will remain the same.

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: 09/22/2023
Reviewed by City Attorney: Richard W. Files	Date: 09/22/2023

ORDINANCE NO. O2023-032

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA, AMENDING ORDINANCE NO. O2013-64 AND
THE DECEMBER 20, 2013, TESLA GROUND LEASE**

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

WHEREAS, Ordinance No. O2013-064 authorized the City to enter into a lease agreement with Tesla Motors, Inc. (“Tesla”) for eight dedicated charging stalls in a City-owned parking lot at 310 North Madison Avenue; and,

WHEREAS, the Lease Agreement restricts use of the charging stalls to Tesla vehicles only; and,

WHEREAS, Tesla now wants to make the charging stations at 310 North Madison Avenue available to third-party electric vehicles as well; and,

WHEREAS, amending the Lease Agreement to allow the charging of third-party electric vehicles serves the public interest and would be of public benefit.

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

SECTION 1: The City Administrator is authorized to execute all necessary documents on behalf of the City to modify the Lease Agreement to allow the charging of third-party electric vehicles.

Adopted this _____ day of _____, 2023.

APPROVED:

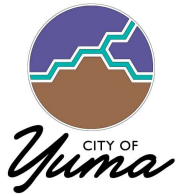
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2023-033

Agenda Date: 10/4/2023

Agenda #: 2.

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

TITLE:

Development Agreement and Transfer of City-Owned Property: Mesa Heights Affordable Housing Project

SUMMARY RECOMMENDATION:

Declare City-owned property surplus and approve a development agreement with the Arizona Housing Development Corporation for the construction of six two-bedroom affordable rental housing units on three parcels owned by the City in the Mesa Heights neighborhood. (Planning and Neighborhood Services) (Jay Nance)

STRATEGIC OUTCOME:

The proposed agreement and project further the City Council's strategic outcome of Safe and Prosperous by creating affordable rental housing for low and moderate income households in the community.

REPORT:

The City owns three residential lots in the Mesa Heights neighborhood (Yuma County Parcel Nos. 665-44-001, 665-44-002 and 665-44-193) and certain right-of-way adjacent to the three lots (collectively the "Property").

The Property is suitable for the development of affordable housing units that would serve as an extension of the Mesa Heights Apartments located at 2150 S. Arizona Avenue. In response to the City's Request for Qualifications RFQ-23-108, the Arizona Housing Development Corporation (ADHC), a subsidiary of the Housing Authority of the City of Yuma (HACY), expressed an interest in developing the Property with affordable housing. The developer proposes to construct six two-bedroom affordable housing units for low- and moderate-income households that receive tenant-base rental assistance from the Housing Authority of the City of Yuma or other qualifying non-profit and/or governmental agencies. ADHC's proposal meets the needs of the City and will be awarded by entering into a development agreement (the "Agreement") for the construction of the housing units.

Under the terms of the Agreement, the City will transfer the Property to ADHC in exchange for a covenant to (1) construct six housing units of approximately 800 square feet (one unit must be wheelchair accessible and four units must contain two bedrooms and two bathrooms) and (2) use the Property for affordable housing, as defined by HUD, for a minimum of thirty years from the date of recording.

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: 09/22/2023
Reviewed by City Attorney: Richard W. Files	Date: 09/22/2023

**Map of Properties in the Mesa Heights Neighborhood
(18th Street and Arizona Avenue)**



AFFECTED AREA

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

LOCATION MAP



Prepared by: **ANDREW MCGARVIE**

Checked by:

**CITY OF YUMA
DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIV.**

DATE: **8/22/2023**

SCALE: **N.T.S**

REVISED:

CIP NO.

ORDINANCE NO. O2023-033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING CERTAIN REAL PROPERTY AND RIGHTS-OF-WAY, HEREAFTER DESCRIBED, SURPLUS FOR CITY USE AND AUTHORIZING THE VACATING OF RIGHTS-OF-WAY AND TRANSFER OF THE SURPLUS PROPERTY PURSUANT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE ARIZONA HOUSING DEVELOPMENT CORPORATION

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

WHEREAS, the City owns three residential lots in the Mesa Heights neighborhood (Yuma County Parcel Nos. 665-44-001, 665-44-002 and 665-44-193) described in Exhibit A (the “Residential Lots”); and,

WHEREAS, the Residential Lots are no longer needed by the City and can be transferred for the development of affordable housing; and,

WHEREAS, the City owns certain excess rights-of-way adjacent to the Residential Lots described in Exhibit B (the “Surplus Rights-of-Way”), to be vacated back to the Residential Lots; and,

WHEREAS, vacating the Surplus Rights-of-Way to the Residential Lots is authorized pursuant to A.R.S. § 28-7205 and is necessary for the construction of the six affordable housing units on the Property under the proposed development agreement with AHDC; and,

WHEREAS, collectively, the Surplus Rights-of-Way and the Residential Lots are defined in this Ordinance as the “Property;” and,

WHEREAS, the City desires to enter into a development agreement with the Arizona Housing Development Corporation (“AHDC”) for the transfer of the Property to the AHDC for the construction of six, two-bedroom affordable rental housing units on the Property,

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

SECTION 1: The Residential Lots described in Exhibit A are declared surplus for City use and the City Administrator is authorized to execute all necessary documents on behalf of the City to effect the transfer of the Property in accordance with the terms of the proposed development agreement with AHDC.

SECTION 2: The Surplus Rights-of-Way described in Exhibit B is declared surplus for City use and is authorized to be vacated to the abutting Residential Lots.

SECTION 3: The proposed development agreement with AHDC for the development of six affordable housing units is approved in substantially the form attached as Exhibit C.

SECTION 4: Each of the Exhibits shall remain on file at the Yuma City Clerk's Office, with each Exhibit incorporated as part of this Ordinance by reference.

Adopted this _____ day of _____, 2023.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A

LEGAL DESCRIPTION OF PROPERTIES IN 1800 BLOCK OF SOUTH 4th AVENUE

APN 665-44-001

Lot 1, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South 00° 29' 21" West along the East line of Section 33 a distance of 30.00 feet;

Thence North 89° 25' 45" West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South 00° 29' 21" West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 25.00 feet to a point on the East Line of Lot 1 and the True Point of Beginning;

Thence South 00° 29' 21" West a distance of 24.77 feet (25.00 feet, prorated, as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 1;

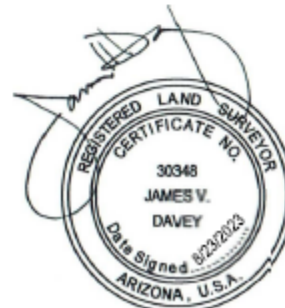
Thence North 89° 26' 49" West along the South Line of Lot 1 a distance of 96.23 feet to the Southwest Corner of Lot 1;

Thence North 00° 29' 29" East along the West line of Lot 1 a measured distance of 49.80 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 1;

Thence South 89° 25' 45" East along the North line of Lot 1 a measured distance of 71.22 feet (71.32 feet, prorated, per recorded Plat);

Thence South 44° 28' 12" East a distance of 35.38 feet to the True Point of Beginning;

The above described property contains 4478 square feet, more or less.



APN 665-44-002

Lot 2, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South $00^{\circ} 29' 21''$ West along the East line of Section 33 a distance of 30.00 feet;

Thence North $89^{\circ} 25' 45''$ West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South $00^{\circ} 29' 21''$ West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 49.77 feet to the Northeast Corner of Lot 2 and the True Point of Beginning;

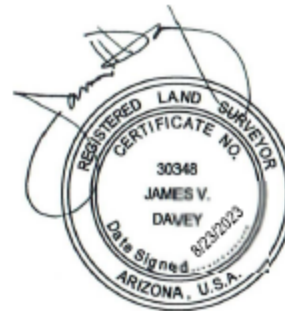
Thence South $00^{\circ} 29' 21''$ West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 2;

Thence North $89^{\circ} 27' 54''$ West along the South Line of Lot 2 a distance of 96.23 feet to the Southwest Corner of Lot 2;

Thence North $00^{\circ} 29' 29''$ East along the West line of Lot 2 a measured distance of 49.80 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 2;

Thence South $89^{\circ} 26' 49''$ East along the North line of Lot 2 a measured distance of 96.23 feet (96.31 feet, prorated, per recorded Plat) to the Northeast Corner of Lot 2 and the True Point of Beginning;

The above described property contains 4791 square feet, more or less.



APN 665-44-193

Lot 3, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South 00° 29' 21" West along the East line of Section 33 a distance of 30.00 feet;

Thence North 89° 25' 45" West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South 00° 29' 21" West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 99.54 feet to the Northeast Corner of Lot 3 and the True Point of Beginning;

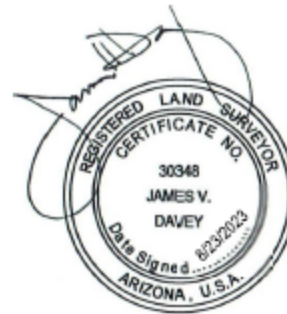
Thence South 00° 29' 21" West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 3;

Thence North 89° 27' 54" West along the South Line of Lot 3 a distance of 96.23 feet to the Southwest Corner of Lot 3;

Thence North 00° 29' 29" East along the West line of Lot 3 a measured distance of 49.81 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 3;

Thence South 89° 26' 49" East along the North line of Lot 3 a measured distance of 96.23 feet (96.31 feet, prorated, per recorded Plat) to the Northeast Corner of Lot 3 and the True Point of Beginning;

The above described property contains 4792 square feet, more or less.



Descriptions Verified By:	Andrew McGarvie
City Engineering Department	Date: 8/24/23

Exhibit B

Legal Description of Right of Way to Be Vacated

A portion of the Northeast quarter of the Southeast quarter of the Northeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, also being a portion of Lots 1 through 3, Block 1, Clarence Trigg Subdivision, dated May 3, 1949, FEE # 2918, recorded in Book 3 of Plats, Page 49, also described in Record of Survey, dated May 6, 2009, FEE # 2009-12811, Recorded in Book 8 of Surveys, Pages 16 & 17, Yuma County Records:

Commencing at the Brass Cap stamped with LS#16592 located at the intersection of 18th St and Arizona Ave;

Thence South 00°29'21" West (record) along the East Section line of said Section 33, a distance of 30.00 feet (record) to a point;

Thence North 89°25'45" West (record) along a line parallel with and 30.00 feet south of the 18th St. centerline a distance of 33.00 feet (record) to the original Northeast corner of Lot 1, Block 1 of Clarence Trigg Subdivision;

Thence continuing North 89°25'45" West (calculated) along a line parallel with and 30.00 feet south of the 18th St. centerline, also being the original North line of said Lot 1, a distance 53.50 feet (record) to a point lying at the northern most Northeast corner of Lot 1, as shown in said Record of Survey, point also being the True Point of Beginning;

Thence South 89°25'45" East (record) along the said original North line of Lot 1, a distance of 21.50 feet (calculated) to a point;

Thence South 44°28'12" East (calculated) a distance of 35.38 feet (calculated) to a point lying 40.00 feet west of the East line of said Section 33;

Thence South 00°29'21" West (calculated) along a line parallel with and 40.00 feet West of the East line of said Section 33 a distance of 124.29 feet (calculated) to a point lying on the original South line of Lot 3, Block 1 of Clarence Trigg Subdivision;

Thence North 89°29'13" West (record) along the original South line of said Lot 3, a distance of 21.50 feet (calculated) to a point lying at the current southeast corner of Lot 3 as described in the said Record of Survey;

Thence North 00°29'21" East along the current east lines of Lots 3,2, and 1 as described in said record of survey, a distance of 124.31 feet (record) to a point;

Thence North 44°28'12" West (record) a distance of 35.38 feet (record) to the True Point of Beginning;

Containing 3,210 square feet or 0.0737 of an acre, more or less.

Descriptions Verified By:	Andrew McGarvie
City Engineering Department	Date: 8/24/23

EXHIBIT C

DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING

THIS DEVELOPMENT AGREEMENT FOR AFFORDABLE HOUSING (“Agreement”) is made and entered into this ____ day of _____, 2023 (“Effective Date”), by and between the City of Yuma, an Arizona municipal corporation (“City”) and the Arizona Housing Development Corporation, an Arizona non-profit corporation (“Developer”). The City and Developer may hereafter be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS the City Council has long recognized the need for affordable housing within the municipal boundaries and consistently seeks opportunities to facilitate the development of affordable housing units to address this need; and,

WHEREAS, the City owns three (3) residential lots consisting of approximately 14,060 square feet in the Mesa Heights neighborhood, identified as Yuma County Parcel Nos. 665-44-001, 665-44-002 and 665-44-193, and certain right-of-way consisting of approximately 3,210 square feet, which the City intends to vacate as surplus and transfer as part of this Agreement for purposes of construction of affordable housing (collectively the “Property”); and,

WHEREAS, the Property is legally described and depicted in Exhibit A, attached to this Agreement; and,

WHEREAS, the Property is suitable for the development of affordable housing units to serve as an extension of the Mesa Heights Apartments located at 2150 S. Arizona Ave., Yuma, Arizona, and will provide residents with access to nutrition, health, education, employment and recreation services and resources; and,

WHEREAS, the Developer has expressed an interest in developing the Property for the purpose of constructing affordable housing units in accordance with the City’s Request for Qualifications RFQ-23-108, Development of High-Quality Affordable Housing (“RFQ”), incorporated by this reference as part of this Agreement; and,

WHEREAS, the Developer has submitted a response to the RFQ (“RFQ Response”) for the proposed construction of six (6) two-bedroom affordable rental housing units for low to moderate income households that receive tenant-based rental assistance from the Housing Authority City of Yuma (“HACY”) or other qualifying non-profit and/or governmental agencies. The RFQ Response is incorporated herein by this reference; and,

WHEREAS, the City has determined that Developer’s response to the RFQ meets the needs of the City for the development of the Property for affordable housing and desires to enter into this Agreement for the purpose of such development; and,

WHEREAS, the City and Developer are entering into this Agreement pursuant to A.R.S. §§ 9-500.05 to facilitate the transfer of the Property from the City to Developer consistent with the terms and conditions of this Agreement and the City’s General Plan and Zoning Code.

NOW, THEREFORE, for and in consideration of the recitals above and the representations, mutual promises and covenants below, the Parties agree as follows:

AGREEMENT

1. Incorporations of Recitals. The Parties acknowledge the foregoing Recitals are both accurate, material and incorporated as part of this Agreement.

2. General Plan and Zoning. The Property is zoned High Density Residential (R-3), which permits multiple-family dwelling units. The development of the Property for six (6) two-bedroom affordable rental housing units for low to moderate income households (the “Project”) is consistent with the City’s General Plan in effect on the Effective Date of this Agreement. Developer shall develop the Project in compliance with an approved Project design, the City’s development standards, the requirements of this Agreement, and all applicable laws in effect at the time of this Agreement. Developer shall have a vested right to develop the Property in compliance with this Agreement for the Term, consistent with this Agreement.

3. Developer Agreements.

3.1 The Developer shall be responsible for the design, development, construction, and management of six (6) two-bedroom affordable rental housing units on the Property, in accordance with Developer’s RFQ Response, and all applicable laws, regulations, and building codes and the terms of this Agreement.

3.2 Within thirty (30) days of the Effective Date of this Agreement, the Developer shall prepare and submit a Development Plan and proposed Project Schedule for the Property, which shall include the proposed design and layout of the affordable housing units and any necessary site improvements, such as parking, landscaping, and utilities (“Project”), including a lot-tie if required by the City’s Department of Planning and Neighborhood Services. The Development Plan, Project Schedule, and lot-tie shall be subject to City’s review and approval.

3.3 The Project shall include one wheelchair accessible unit, with four (4) units having a guest bathroom and a master bedroom with a second full bathroom. All units shall be approximately 800 square feet in size and upon completion shall be move-in ready with all necessary energy efficient appliances to include a washer, dryer, refrigerator, stove and microwave.

3.4 Developer shall construct the Project in accordance with the approved Development Plan and the Project Schedule and shall operate the rental units as affordable housing units in compliance with this Agreement and all applicable laws and regulations.

3.5 The Developer shall obtain all necessary permits, licenses, and approvals required for the development and construction of the Project.

3.6 Affordable Housing Requirements. The Developer agrees to develop a minimum of six (6) two-bedroom affordable housing units on the Property, subject to the approval of the City.

3.7 The affordable housing units shall be made available to low-income individuals or families, as detailed in the City's RFQ and Developer's RFQ Response, for a minimum period of thirty (30) years. This requirement shall be included in a covenant placed on the deed transferring the Property from the City to the Developer.

3.8 The affordable housing units shall be limited to those households that receive Tenant Based Rental Assistance ("TBRA"), Housing Choice Vouchers ("HCV"), Veteran Affairs Supportive Housing ("VASH"), Military Basic Allowance for Housing ("BAH") Emergency Housing Choice Voucher ("EHV"), or other similar forms of tenant-based rental assistance.

3.9 The Developer shall comply with all income verification and eligibility requirements for the allocation of the affordable housing units and shall insure that tenant's rent portion never exceeds thirty percent (30%) of their monthly income. Any rent modifications shall pass the Rent Reasonableness Valuation analysis on an annual basis and before any unscheduled changes.

3.10 Project Schedule. Developer shall comply with the following schedule:

3.11 Commencement of Construction of the Project shall be no later than one hundred twenty (120) days after close of escrow for the Property.

3.12 Completion of Construction of Project shall be three hundred sixty-five (365) days following Commencement of Construction, subject to extension as provided herein.

3.13 The City Administrator may approve one extension to the Project Schedule for Commencement of Construction and/or Completion of Construction, but in no event shall such extension exceed one hundred eighty (180) days.

3.14 Obligations to Reconvey by Developer to City. Notwithstanding anything to the contrary, in the event that the Commencement of Construction has not occurred on or before the date set forth in Paragraph 3.11 above (a "Reconveyance Event"), subject to any applicable extensions, the Developer shall be obligated, at the City's written election, to reconvey the Property to the City, free and clear of all liens and encumbrances (including without limitation, monetary liens) created after the date that the Developer obtained fee title to the Property. The delivery of written notice to Developer of a "Notice to Reconvey" shall obligate Developer to reconvey the Property to the City pursuant to the terms of this Paragraph 3.14 if Developer does not cure the event within 30 days after delivery of the written Notice to Reconvey. Upon the City's recording of the Notice to Reconvey with the Yuma County Recorder, such recording shall constitute a lien on the Property.

3.15 In addition to any and all other rights and remedies existing in law or equity in favor of the City as a result of a Reconveyance Event, the lien created by the recording of the Notice to Reconvey may be foreclosed by the City in accordance with the terms of A.R.S. Section 33-721, *et. seq.* Developer shall have the right to redemption set forth A.R.S. Section 33-726 which shall be satisfied by Developer complying with the Commencement of Construction prior to completion of the foreclosure and the payment of all reasonable fees and expenses incurred by the City due to the Reconveyance Event.

3.16 No Financial Obligation of the City. The City shall have no financial obligations of any kind with respect to the design and construction of the Project. Developer shall pay all

plan check, permit, site development, inspection and other fees required for construction of the Project.

4. City Agreements.

4.1 Within 30 days of the Effective Date, the City shall deliver a special warranty deed, free and clear of any liens or encumbrances, granting title to the Property to the Developer for the purpose of constructing and operating the affordable housing apartments,

4.2 The special warranty deed shall be subject to and include a covenant that the grantee will utilize the property for affordable housing as defined by HUD for a minimum of thirty (30) years from the date of recording.

4.3 Developer is acquiring the Property “as is.” The Developer shall be responsible for any costs associated with the transfer of title, including but not limited to title insurance, recording fees and taxes, and the cost of Developer’s due diligence.

5 Term. This Agreement shall remain in effect until the later of: (1) the affordable housing units have been constructed and are available for occupancy, or (2) the Developer has fulfilled all of Developer’s obligations under this Agreement to maintain affordable housing units for low to moderate income households during this Term.

6. Applicable Laws. The development of the Property shall be subject to (i) all federal, state and local laws and regulations applicable to the Property at the time of issuance of a building permit (“Applicable Laws”), and (ii) the Approved Project Design. Except for the following exceptions, the City shall not impose or enact any additional Applicable Laws that adversely impact the ability to develop the Property in accordance with the approved Project Design:

6.1 City ordinances and regulations specifically agreed to in writing by Developer;

6.2 Amended or new City ordinances or regulations necessary to comply with state and federal laws and regulations in effect at that time;

6.3 Changes to taxes, procedures, filing fees, review fees, or inspection fees that are imposed on or charged by the City to all similarly situated persons and entities; and

6.4 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes provided that such building or safety code updates and amendments are not applied discriminatorily against any portion of the Property.

6.5 This Section 6 shall not be interpreted as relieving Developer from any obligations which Developer may have with respect to applicable federal or state regulations. Nothing in this Agreement shall alter or diminish the authority of the City to exercise eminent domain powers.

7.0 Notices and Filings.

7.1 Manner of Service. All notices, demands or other communications given hereunder shall be in writing and shall be given by personal delivery, delivered by recognized national “overnight” courier service (such as UPS or FedEx), or by United States certified mail (return receipt requested), with all postage and other delivery charges prepaid, and addressed as follows:

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

With Copy To: City Attorney
 One City Plaza
 Yuma, Arizona 85364

To Developer: Arizona Housing Development Corporation
 Attn: Fernando Quiroz, President
 420 S. Madison Ave.
 Yuma, Arizona 85364

7.2 Effective Date of Notices. No such notice, demand or other communication will be deemed effective absent documented confirmation in commercially acceptable form and, in such event, such notice, demand or other communication shall be deemed effective: (i) if delivered personally or delivered through a same day delivery/courier service, upon the date of such confirmation of delivery or refusal to accept delivery by the addressee, (ii) if delivered by U.S. Mail in the manner described above, upon actual receipt, and (iii) if delivered by a recognized national overnight delivery service, the date of such confirmation of delivery; in each case except delivery by U.S. Mail regardless of whether such notice, demand or other communication is actually received by any person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this Section 7. Any payment by any Party required or permitted under this Agreement may be made by personal delivery, U.S. Mail, recognized national overnight delivery service or, if the Party entitled to receive such payment provides wiring instructions to the Party obligated to make such payment, via wire transfer, provided if such payment is made in any manner described in the preceding sentence, such payment shall be deemed made at the time provided in this paragraph for notices, demands and other communications to be deemed effective.

8.0 Developer Representations. Developer represents and warrants to the City that:

8.1 Developer has the full right, power and authorization to enter into this Agreement and to perform the obligations and undertakings under this Agreement. The execution, delivery and performance of this Agreement by the Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer. Developer is an Arizona non-profit corporation, validly organized and in good standing under the laws of the State of Arizona and holding all licenses and authorizations necessary to conduct business in the State of Arizona, and to enter into and perform all of the obligations under this Agreement.

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

connection with such execution, delivery and performance.

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

8.4 Developer knows of no litigation, proceeding or investigation pending or threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement that has not been disclosed in writing to the City.

8.5 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and duly authorized obligation of the Developer, enforceable according to the terms of the Agreement, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Developer will, at Developer's sole cost and expense, defend the validity and enforceability of this Agreement and each of the Agreement's terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provision, or the authority of the Developer or the City to enter into or perform any provision under this Agreement. Developer shall indemnify the City against any cost, expense, liability or judgment (including attorneys' fees, court costs and expert witnesses) incurred by the City in connection with any such litigation or proceeding, as well as any third party claim accruing after the transfer of the Property to Developer. The severability and reformation provisions of this Agreement shall apply in the event of any successful challenge to this Agreement; provided, however, that all economic risks associated with any determination of unenforceability or invalidity of this Agreement or any of its provisions shall be borne solely by Developer, which shall have no recourse against the City.

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

8.7 Developer has not paid or given, and will not pay or give, any third-party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

8.8 Developer has been assisted by counsel of Developer's own choosing in connection with the preparation and execution of this Agreement.

9.0 General Provisions.

9.1 Indemnification. Developer shall indemnify, defend, pay, and hold the City, and City employees, agents, contractors, licensees or assignees (each, individually, a "***City Indemnified Party***," and collectively, the "***City Indemnified Parties***") harmless for, from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, judgments and causes of action including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any one or more of the City Indemnified Parties relating to, arising out

of, or alleged to have resulted from acts, errors, mistakes, omissions caused by Developer, Developer's agents, employees or any subcontractor of Developer related to the performance of this Agreement or by reason of any statement, information, certificate or other official representation provided by Developer in this Agreement that is false, inaccurate, misleading or incomplete in any material respect, except to the extent caused by the gross negligence or intentional misconduct of the City Indemnified Party seeking indemnity hereunder. In the case of any claim, action or proceeding which is made or brought against any of the City Indemnified Parties by reason of any of the foregoing events, then Developer, upon prompt written notice from the City Indemnified Party will, at Developer's sole cost and expense, resist or defend such claim, action or proceeding, in the City Indemnified Party's name, if necessary, by counsel approved, in writing, by the City Indemnified Party, such approval not to be unreasonably withheld or delayed.

9.2 Designated Representatives. Whenever a term or condition of this Agreement refers to a "designated representative" of a Party, such reference shall be to the representative designated for such purpose in a notice by a Party to the other Party; provided if no such designation has occurred or if such designated representative is no longer employed by the Party or otherwise available, the "designated representative" for the City shall be deemed to be its City Administrator and for Developer its President.

9.3 Persons Not Liable. No shareholder, partner, member, manager, director, officer, official, council member, representative, agent, attorney or employee of either Party shall be personally liable to the other Party, or to any successor in interest to the other Party, in the event of any Default by a Party or for any amount which may become due to the other Party or any successor or assign, or with respect to any obligation of the City or Developer under the terms of this Agreement.

9.3 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

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

9.5 Restrictions on Assignment and Transfer. No assignment, conveyance, or transfer of a Developer's rights under this Agreement (each, a "Transfer") shall occur or be permitted without the prior written consent of the City, which may withhold, in the City's discretion, such consent for any reason. Developer shall give the City at least thirty (30) days' written notice of a proposed Transfer of ownership. The City agrees to respond to Developer regarding the Transfer within thirty (30) days following the City's receipt of the notice. Failure to respond by the thirty-first (31) day that follows shall be deemed an approval. Any Transfer in violation of this Paragraph 9.5 shall be void, and not voidable, and shall vest no rights in the purported transferee or assignee.

9.6 The restrictions on Transfer shall not apply with respect to: (a) Developer's financing related to the Project or the exercise of any remedies by a lender of Developer under such financing; or (b) a Corporate Succession so long as Developer's successor-in-interest expressly assumes, in writing, the obligations under this Agreement. For the purposes of this Agreement, the term "Corporate Succession" means (i) a sale or transfer of all or substantially all of Developer's business assets to an Affiliate of which Developer owns a controlling interest, or (ii) a change in the form of business entity through which Developer conducts business. Developer shall promptly notify the City in writing of any event of Corporate Succession. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly authorized in this Section 9.6, and any Transfer in violation of the provisions of this Section 9.6 shall be void and shall vest no rights in the purported transferee.

9.7 Recordation. Recordation of this Agreement is a condition of transfer of the Property to Developer. This Agreement shall be recorded in its entirety by the City in the office of the Yuma County, Arizona, Recorder, not later than ten (10) days after this Agreement has been executed by the City and Developer, provided however, that the Parties shall not execute this Agreement prior to or during any applicable referendum period.

9.8 Waiver. The Parties agree neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

9.10 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement (whether by a Party, or by a permitted successor or assign to all or any interest of a Party) shall be commenced and maintained in the Superior Court for Yuma County, Arizona, and the Parties (and their successors and assigns) agree and consent to the exclusive jurisdiction of such Superior Court. Developer (and Developer's successors and assigns) waive all right to seek removal of any action to any court (federal or state) other than the Superior Court in and for Yuma County, Arizona.

9.11 Attorneys' Fees and Costs. In the event of commencement of a legal action or proceeding in an appropriate forum by a Party to enforce any covenant, term, provision or requirement of this Agreement, or any of such Party's rights or remedies under this Agreement, or in the event of commencement of any action or proceeding seeking a declaration of the rights of any Party or equitable or injunctive relief against any Party, the prevailing Party or Parties in any such action or proceeding shall be entitled to recovery of reasonable attorneys' fees, court costs and expenses, including, but not limited to, costs of expert witnesses, transportation, lodging and meal costs of the Parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental expenses associated with such dispute. The award shall be made by the Court and not by a jury.

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

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

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

9.15 Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement.

9.16 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05(D).

9.17 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the land and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Project. Wherever the term “Party” or the name of any particular Party is used in this Agreement, such term shall include any such Party’s permitted successors and assigns.

9.18 Amendment. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the City Council and executed by the Parties.

9.19 Limited Severability. The Parties each believe that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. In the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any Applicable Law, constitutional provision, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. If practical and legally permitted, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required; and further provided that in no event shall the City be required to borrow funds, extend credit, make any expenditure from its General Fund, or take any other action determined by the City Attorney to be a violation of any Applicable Law. Unless prohibited by any Applicable Law, the Parties further shall perform all acts and execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.20 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such

counterparts and such signature pages all attached to a single instrument so the signatures of all Parties may be physically attached to a single document.

9.21 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written (including any term sheets, discussion outlines or similar documents) are hereby superseded and merged into this Agreement.

9.22 Survival. All agreements and indemnities in this Agreement expressly set forth to survive termination of this Agreement shall survive the cancellation, expiration or termination of this Agreement for the period of the applicable statute of limitations.

9.23 Conflict of Interest Statutes. This Agreement is subject to, and may be terminated by the City in accordance with the provisions of A.R.S. § 38-511.

9.24 Compliance Confirmation. Upon request by either Party, the other Party shall, within ten (10) calendar days, respond by written instrument to the other Party that (a) the approved Project Design is unmodified and in full force and effect, or if there have been modifications, that the approved Project Design is in full force and effect as modified, stating the nature and date of such modification, (b) this Agreement is unmodified and in full force and effect, or if there have been modifications, that the Agreement is in full force and effect as modified, stating the nature and date of such modification, (c) the existence of any default under the approved Project Design or this Agreement and the scope and nature of the default, and (d) any other matters that may reasonably be requested in connection with the development of the Property, any financing thereof, or any material aspect of the approved Project Design. In the event either Party has not received a response in connection with the compliance confirmation requested pursuant to this Paragraph 9.24 within thirty (30) days from the date of the request, then in such event, the requesting Party shall be entitled to prepare a written compliance confirmation and deliver the same to the other Party and such compliance confirmation shall be binding upon the other Party.

9.25 Default and Remedies. If Developer fails to perform Developer's obligations under this Agreement, and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the City detailing the nature of the alleged default in accordance with this Agreement (the "Cure Period"), such failure shall constitute a Developer default under this Agreement ("Developer Default"); if more than thirty (30) days are required to cure the default, the Cure Period shall be extended for such additional time as reasonably necessary for Developer to cure the default provided Developer commences the cure within thirty (30) days and thereafter diligently pursues completion of the cure and such default does not otherwise extend the Completion of Construction. Whenever a Developer Default occurs and is not cured within the Cure Period, the City may pursue all of its legal rights and remedies including declaring this Agreement terminated. If this Agreement is terminated, the Property shall be reconveyed to the City. Any improvements constructed on the Property shall either become the property of the City, or alternatively, Developer shall pay the City the Fair Market Value of the Property as established by an appraiser acceptable to both the City and the Developer. For all other Defaults of Developer, the City may pursue all of its legal rights, including seeking specific performance, an injunction (whether characterized as mandamus, injunction or otherwise), special action, declaratory relief or other similar relief requiring the Developer to undertake and to fully and timely pay or perform Developer's obligations under this Agreement; provided, however, the City shall

not be entitled to the remedy of specific performance to force Developer to complete construction. Notwithstanding anything herein to the contrary, Developer's partners, shareholders, members, officers, or other principals shall not have any personal liability under this Agreement. The provisions of this Section 9.25 shall survive termination of this Agreement.

9.26 City Default: Cure Period: If the City fails to perform the City's obligations under this Agreement, and such failure continues for a period of thirty (30) days after notice from Developer in accordance with this Agreement, such failure shall constitute a City default under this Agreement. The Developer may pursue all of Developer's legal rights and remedies, including declaring this Agreement terminated. The provisions of this Section 9.26 shall survive termination of this Agreement.

9.27 Force Majeure. Developer or the City shall not be considered in breach of obligations under this Agreement as a result of any of the following: unanticipated delays with respect to governmental licenses, permits, and approvals; acts of God; acts of the public enemy; foreign or domestic terrorism; war; riots; sabotage; acts or failure to act of any governmental agency; any order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Project, the affected Party or such Party's operations, or of any civil or military authority; insurrections; fires; windstorm; floods; washouts; droughts; tornadoes; hurricane; earthquakes; epidemics; pandemics (including COVID-19); quarantine restrictions; strikes, lockouts or other industrial disturbances (whether or not on the part of agents or employees of either Party); freight embargoes; unusually severe weather; unforeseeable environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state or local laws; orders of any kind of the government of the United States of America or of the state or any governing authority or any of their respective departments, agencies, political subdivisions or officials; explosions; entire failure of utilities; or any other cause or event not reasonably within the control of the Developer or the City (each, a "Force Majeure Event"). Notwithstanding the above, a Force Majeure Event does not include any government acts or orders by the City relating solely to the Developer or the Property or the Agreement. The Parties explicitly acknowledge that economic conditions are not an event subject to the benefit of this Paragraph 9.27.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement on or as of the day and year first written above.

DEVELOPER:

Arizona Housing Development Corporation,
an Arizona non-profit corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

On this ____ day of October 2023, before me, a notary public in and for said state, personally appeared _____, the _____ of Arizona Housing Development Corporation, an Arizona non-profit corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

My Commission Expires:

Notary Public

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

CITY:

CITY OF YUMA,
an Arizona municipal corporation

By: _____
John D. Simonton, City Administrator

STATE OF ARIZONA)
) ss.
County of Yuma)

On this ____ day of October, 2023, before me, a notary public in and for said state, personally appeared John D. Simonton, the City Administrator of the City of Yuma, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Agreement on behalf of the City of Yuma.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

My Commission Expires:

Notary Public

ATTEST:

Lynda L Bushong, City Clerk

APPROVED AS TO FORM:

Richard W. Files, City Attorney

Exhibit A

LEGAL DESCRIPTION OF PROPERTIES IN 1800 BLOCK OF SOUTH 4th AVENUE

APN 665-44-001

Lot 1, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South 00° 29' 21" West along the East line of Section 33 a distance of 30.00 feet;

Thence North 89° 25' 45" West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South 00° 29' 21" West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 25.00 feet to a point on the East Line of Lot 1 and the True Point of Beginning;

Thence South 00° 29' 21" West a distance of 24.77 feet (25.00 feet, prorated, as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 1;

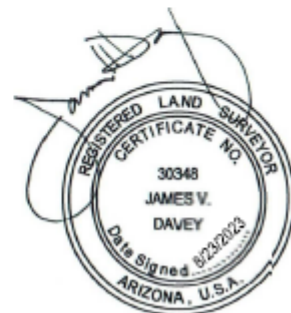
Thence North 89° 26' 49" West along the South Line of Lot 1 a distance of 96.23 feet to the Southwest Corner of Lot 1;

Thence North 00° 29' 29" East along the West line of Lot 1 a measured distance of 49.80 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 1;

Thence South 89° 25' 45" East along the North line of Lot 1 a measured distance of 71.22 feet (71.32 feet, prorated, per recorded Plat);

Thence South 44° 28' 12" East a distance of 35.38 feet to the True Point of Beginning;

The above described property contains 4478 square feet, more or less.



APN 665-44-002

Lot 2, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South $00^{\circ} 29' 21''$ West along the East line of Section 33 a distance of 30.00 feet;

Thence North $89^{\circ} 25' 45''$ West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South $00^{\circ} 29' 21''$ West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 49.77 feet to the Northeast Corner of Lot 2 and the True Point of Beginning;

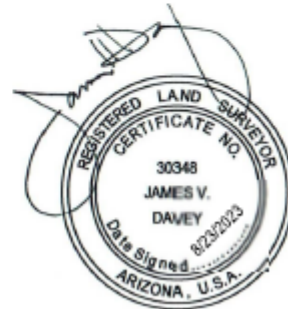
Thence South $00^{\circ} 29' 21''$ West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 2;

Thence North $89^{\circ} 27' 54''$ West along the South Line of Lot 2 a distance of 96.23 feet to the Southwest Corner of Lot 2;

Thence North $00^{\circ} 29' 29''$ East along the West line of Lot 2 a measured distance of 49.80 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 2;

Thence South $89^{\circ} 26' 49''$ East along the North line of Lot 2 a measured distance of 96.23 feet (96.31 feet, prorated, per recorded Plat) to the Northeast Corner of Lot 2 and the True Point of Beginning;

The above described property contains 4791 square feet, more or less.



APN 665-44-193

Lot 3, Block 1 of the Clarence Trigg Subdivision as recorded in the Book 3 of Plats, Page 49, Records of the Yuma County Recorder, less right-of-way dedicated to the City of Yuma by the Record of Survey recorded in Book 8 of Surveys, Pages 16 and 17 – Fee 2009-12811, Records of the Yuma County Recorder, in Section 33, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as:

Beginning at a point on the East Line of said Section 33 and at the intersection of the Centerline of 18th Street, at which point was found Brass Cap stamped LS 16592;

Thence South 00° 29' 21" West along the East line of Section 33 a distance of 30.00 feet;

Thence North 89° 25' 45" West along a line parallel and 30.00 feet south of the Centerline of 18th Street a distance of 61.50 feet;

Thence South 00° 29' 21" West along a line parallel to and 61.50 feet West of the East Line of Section 33 a distance of 99.54 feet to the Northeast Corner of Lot 3 and the True Point of Beginning;

Thence South 00° 29' 21" West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 3;

Thence North 89° 27' 54" West along the South Line of Lot 3 a distance of 96.23 feet to the Southwest Corner of Lot 3;

Thence North 00° 29' 29" East along the West line of Lot 3 a measured distance of 49.81 feet (50.00 feet per recorded Plat) to the Northwest Corner of Lot 3;

Thence South 89° 26' 49" East along the North line of Lot 3 a measured distance of 96.23 feet (96.31 feet, prorated, per recorded Plat) to the Northeast Corner of Lot 3 and the True Point of Beginning;

The above described property contains 4792 square feet, more or less.



Descriptions Verified By:	Andrew McGarvie
City Engineering Department	Date: 8/24/23

Exhibit B

Legal Description of Right of Way to Be Vacated

A portion of the Northeast quarter of the Southeast quarter of the Northeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, also being a portion of Lots 1 through 3, Block 1, Clarence Trigg Subdivision, dated May 3, 1949, FEE # 2918, recorded in Book 3 of Plats, Page 49, also described in Record of Survey, dated May 6, 2009, FEE # 2009-12811, Recorded in Book 8 of Surveys, Pages 16 & 17, Yuma County Records:

Commencing at the Brass Cap stamped with LS#16592 located at the intersection of 18th St and Arizona Ave;

Thence South 00°29'21" West (record) along the East Section line of said Section 33, a distance of 30.00 feet (record) to a point;

Thence North 89°25'45" West (record) along a line parallel with and 30.00 feet south of the 18th St. centerline a distance of 33.00 feet (record) to the original Northeast corner of Lot 1, Block 1 of Clarence Trigg Subdivision;

Thence continuing North 89°25'45" West (calculated) along a line parallel with and 30.00 feet south of the 18th St. centerline, also being the original North line of said Lot 1, a distance 53.50 feet (record) to a point lying at the northern most Northeast corner of Lot 1, as shown in said Record of Survey, point also being the True Point of Beginning;

Thence South 89°25'45" East (record) along the said original North line of Lot 1, a distance of 21.50 feet (calculated) to a point;

Thence South 44°28'12" East (calculated) a distance of 35.38 feet (calculated) to a point lying 40.00 feet west of the East line of said Section 33;

Thence South 00°29'21" West (calculated) along a line parallel with and 40.00 feet West of the East line of said Section 33 a distance of 124.29 feet (calculated) to a point lying on the original South line of Lot 3, Block 1 of Clarence Trigg Subdivision;

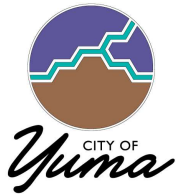
Thence North 89°29'13" West (record) along the original South line of said Lot 3, a distance of 21.50 feet (calculated) to a point lying at the current southeast corner of Lot 3 as described in the said Record of Survey;

Thence North 00°29'21" East along the current east lines of Lots 3,2, and 1 as described in said record of survey, a distance of 124.31 feet (record) to a point;

Thence North 44°28'12" West (record) a distance of 35.38 feet (record) to the True Point of Beginning;

Containing 3,210 square feet or 0.0737 of an acre, more or less.

Descriptions Verified By:	Andrew McGarvie
City Engineering Department	Date: 8/24/23



City of Yuma

City Council Report

File #: O2023-034

Agenda Date: 10/17/2023

Agenda #: 1.

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

TITLE:

Statutory Compliance Hearing/Amendment: Ordinance O2019-037

SUMMARY RECOMMENDATION:

Pursuant to A.R.S. § 9-462.01, conduct a public hearing to determine compliance with the conditions of approval for rezoning Ordinance O2019-037, and introduce an ordinance to amend O2019-037 to extend the time to comply with the rezoning conditions. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This statutory compliance hearing and ordinance will validate the zoning for existing and future industrial development that will be responsibly constructed, meeting all codes and requirements. This statutory compliance hearing furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible.

REPORT:

On November 20, 2019, the City Council adopted Ordinance O2019-037, authorizing the property located at the southeast corner of Avenue 3E and the 38th Street Alignment, to be rezoned from the Agriculture (AG) District to the Light Industrial (L-I) District, while maintaining the existing Airport Overlay (AD) District. Ordinance O2019-037 required that the following conditions of approval be completed within two (2) years of approval:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized "Waiver of Claims under the Private Property Rights Protection Act." The Waiver shall be submitted prior to the issuance of any building permit, Certificate of Occupancy, or City of Yuma Business License for this property.
3. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.
4. Owner shall dedicate, via warranty deed or plat, to the City of Yuma, the south 29' as right-of-way of 38th Street, which corresponds to a local street as outlined in the City of Yuma Transportation Master Plan.

5. Owner shall dedicate, via warranty deed or plat, to the City of Yuma, a corner visibility triangle in all intersection corners of the proposed development, as specified in City of Yuma Construction Standard 3-005.
6. Owner shall dedicate, via warranty deed or plat, to the City of Yuma, a one-foot non-access easement along Avenue 3E frontage, except at approved access location determined at time of development.
7. 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.

The property was rezoned as a single zoning case (ZONE-27148-2019) in which conditional zoning to the Light Industrial (L-I) District was approved based upon the completion of the seven conditions of approval within two years. The Light Industrial (L-I) District zoning expired because the owner of the parcel had yet to complete the required easement and right-of-way dedications. The current property owner will satisfy the remaining conditions required to validate the zoning through the Subdivision process.

DETERMINATION:

Arizona Revised Statutes § 9-462.01(E) states that if the time for completion of a condition has expired, the City shall notify the owner, schedule a public hearing, and take administrative action to “extend, remove, or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.” In this case, the property owner has completed all conditions of approval required under Zoning case ZONE-27148-2019 and still wants the property rezoned to the Light Industrial (L-I) District.

RECOMMENDATION:

At the close of the public hearing, staff recommends that City Council introduce the attached ordinance which amends Ordinance O2019-037 by extending the deadline for compliance from two years to five years. A location map is attached.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

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: 10/09/2023
Reviewed by City Attorney: Richard W. Files	Date: 10/06/2023

ORDINANCE NO. O2023-034

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AMENDING ORDINANCE O2019-037 TO EXTEND THE
TIME FOR COMPLIANCE WITH CONDITIONS FOR THE REZONING
OF CERTAIN PROPERTY FROM THE AGRICULTURE (AG) DISTRICT
TO THE LIGHT INDUSTRIAL (L-I) DISTRICT AND AMENDING THE
ZONING MAP TO CONFORM THERETO**

WHEREAS, the City Council adopted Ordinance O2019-037 on November 20, 2019, rezoning certain properties subject to conditions which have not been fully met; and,

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 9-462.01 and Ordinance No. O2019-037, a statutory compliance hearing was held on October 17, 2023 and this amendment to Ordinance No. O2019-037 was introduced; and,

WHEREAS, the City seeks to resolve the outstanding conditions to bring the property into compliance with the rezoning to the Light Industrial District,

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

SECTION 1: That the words “two (2) years” in Section 3 of Ordinance O2019-037 be amended to “five (5) years.”

SECTION 2: Subject to this amendment, Ordinance No. O2019-037 shall remain in full force and effect.

Adopted this _____ day of _____, 2023.

APPROVED:

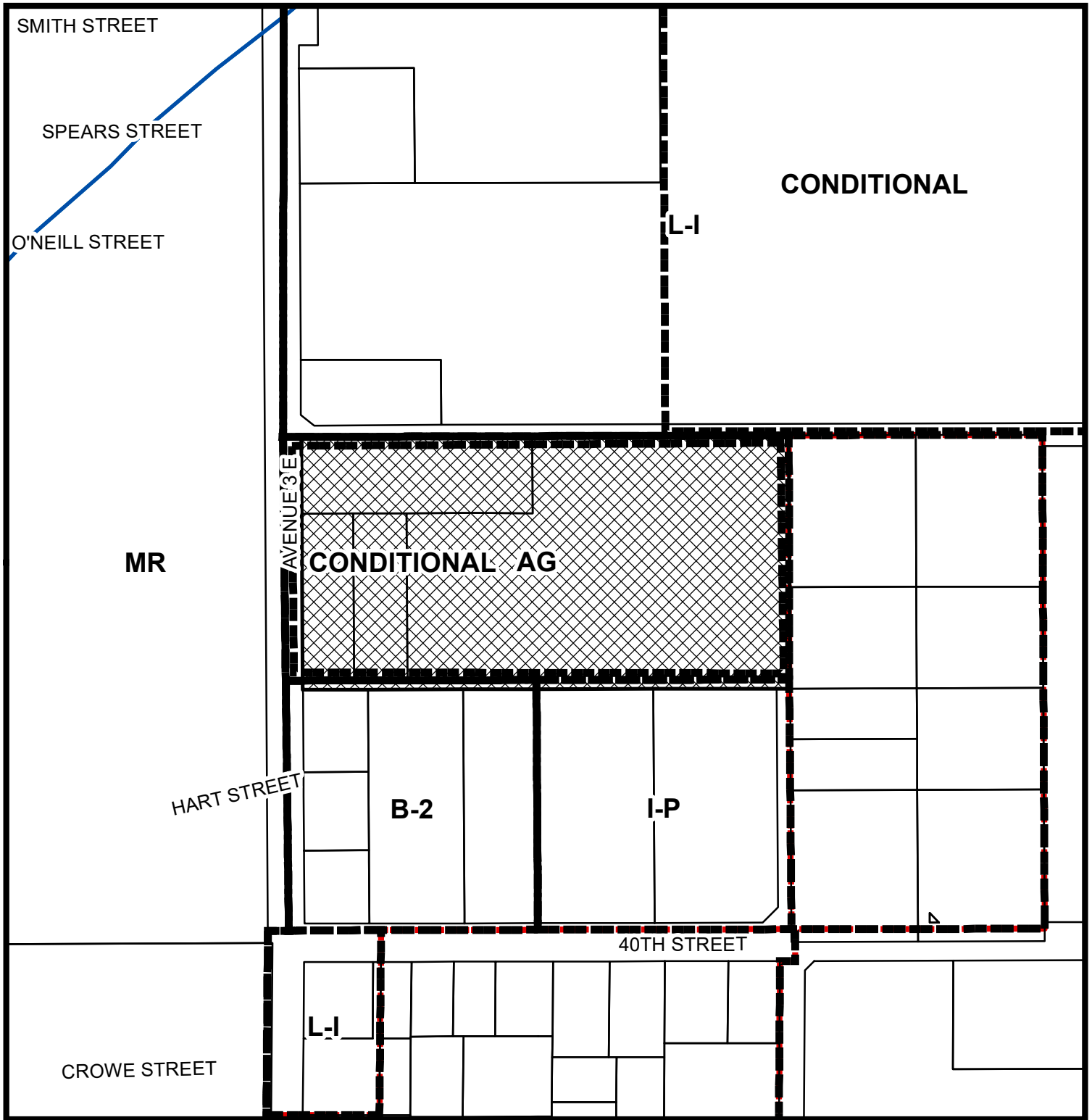
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by:

Checked by:



Date: 09-25-23

Revised:

Revised:

Case #:

ZONE-027148-2019