



City of Yuma City Council Meeting Agenda

Wednesday, October 4, 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

- *Domestic Violence Awareness Month Proclamation*
- *Yuma Fire Department Accreditation Presentation*
- *Overview of the Arizona Avenue Housing Projects*
- *Parks, Arts, Recreation and Trails Public Input Phase Presentation*

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 2023-155](#) **Regular Council Meeting Draft Minutes September 6, 2023**
Attachments: [2023 09 06 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 2023-151](#) **Declare Surplus and Authorize Donation: Computer Peripherals**
Authorize the donation of various computer peripherals to Achieve Enterprise Services, Yuma and to the Yuma Union High School District. (Finance/Procurement) (Robin R. Wilson)
2. [MC 2023-152](#) **Ratification: Valley Aquatic Center Commercial Pool Heater Replacement**
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. (Parks and Recreation - Bid No. 2018-20000076) (Eric Urfer/Robin R. Wilson)

3. [MC 2023-153](#) **Cooperative Purchase Agreement: Field Lighting at Ray Kroc Fields**

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 (Parks and Recreation - CPA-24-086) (Eric Urfer/Robin Wilson)
4. [MC 2023-154](#) **Job Order Contract: Underground Utilities at Sanguinetti Ball Field Park**

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. (Park and Recreation - No. 2019-20000049) (Eric Urfer/Robin R. Wilson)

II. RESOLUTION CONSENT AGENDA

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

1. [R2023-043](#) **Development Fee Deferral: Desert Sands Unit No. 3 Subdivision**

Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Desert Sands Unit No. 3 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (Engineering) (David Wostenberg)

Attachments:

- [1. MAP Dev. Fee Deferral: Desert Sands Unit 3](#)
- [2. RES Dev. Fee Deferral: Desert Sands Unit 3](#)
- [3. AGR Dev. Fee Deferral: Desert Sands Unit 3](#)

2. [R2023-044](#)**Development Fee Deferral: Driftwood Ranch Unit No. 2 Subdivision**

Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Driftwood Ranch Unit No. 2 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (Engineering) (David Wostenberg)

Attachments:[1. MAP Dev. Fee Deferral: Driftwood Ranch Unit No. 2](#)[2. RES Dev. Fee Deferral: Driftwood Ranch Unit No. 2](#)[3. AGR Dev. Fee Deferral: Driftwood Ranch Unit No. 2](#)3. [R2023-045](#)**Intergovernmental Agreement: Pedestrian Hybrid Beacons**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design and construction of Pedestrian Hybrid Beacons (PHB) at three locations. This is a Highway Safety Improvement Program (HSIP) project and is 100% grant funded. (Engineering) (David Wostenberg)

Attachments:[1. RES IGA: Pedestrian Hybrid Beacons](#)[2. AGMT IGA: Pedestrian Hybrid Beacons](#)**III. INTRODUCTION OF ORDINANCES**

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

1. [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 public hearing may result in the adoption of Resolution R2023-046

1. [R2023-046](#)**General Plan Amendment: Avenue A**

Following a public hearing, adopt a resolution to 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. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

1. [P&Z RPT GP Amendment Avenue A](#)
2. [RES General Plan Amendment](#)

FINAL CALL

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

V. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of September 21, 2023 through October 4, 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.

2. Scheduling:

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

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.

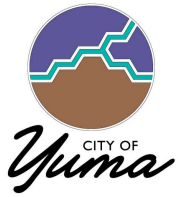
VIII. EXECUTIVE SESSION

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)

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 2023-155

Agenda Date: 10/4/2023

Agenda #: 1.

Regular Council Meeting Draft Minutes September 6, 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
SEPTEMBER 6, 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 Scott Little, Stone Ridge Church, gave the invocation. **Kathy Moon**, Mayor's Chief of Staff, 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
Police Chief, Thomas Garrity
Chief Information Officer, Isaiah Kirk
Director of Parks and Recreation, Eric Urfer
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.

Presentation

Colonel Jared K. Stone, Marine Corp Air Station Yuma (MCAS) Commanding Officer, presented a video showcasing how the Weapons and Tactics Instructor Course (WTI) exercises are implemented in real-world scenarios, and why these trainings are important.

Major Katrina Lamsa, Evolution Coordinator of Assault Support Tactics Three (AST-3), provided the following briefing of the upcoming MCAS-Yuma WTI Training Exercise:

- AST-3 Overview
 - On October 20, 2023, WTI Students will conduct:
 - Non-Combatant Evacuation Operation (NEO) in Twentynine Palms, CA
 - Foreign Humanitarian Assistance (FHA) in Yuma
- Purpose
 - To provide WTI students with realistic training for a mission they may execute in real-world contingency operations.

- City of Yuma Landing Zones
 - Kiwanis Park
 - Arizona Western College
 - Crane Middle School
- Safety/Environment
 - Aviation Safety
 - No ordnance will be carried on any aircraft/personnel
 - Adherence to Federal Aviation Administration (FAA) Regulations
 - Ground Safety
 - Site Commanders at each site
 - Firefighting Teams at each zone
 - Environment
 - Drip pans placed beneath vehicles in parks
 - Limited vehicle movement for grass preservation
- Spectators
 - Spectators are encouraged
 - Role players will be in civilian clothes and wearing reflective belts or in military uniforms
 - Please follow instructions and/or directions of local authorities and exercise personnel for own safety

Yuma Region Bicycle Coalition

Gene Dalby, Yuma Region Bicycle Coalition, along with **Dan Michaels**, Owner of FTS Automotive Service, and **Barbara Rochester**, Community Affairs Director for Crossroads Mission, and coordinator of the car wash, presented Chief Garrity with a check for money collected at a car wash fundraiser for the newly formed Yuma Police Department Bicycle Unit. The money will be used to purchase items needed to help put the Bicycle Patrol on the streets. Chief Garrity expressed his appreciation, and also thanked the young Marines that helped wash many cars at the fundraising event.

I. MOTION CONSENT AGENDA

MC 2023-134 – Cooperative Purchase Agreement: Mobile Radios (Authorize the purchase of 13 mobile radios utilizing a Cooperative Purchase Agreement through the State of Arizona for a total estimated expenditure of \$99,401.74 to Motorola Solutions, Inc., Tempe, AZ) (CPA-24-001) (IT/Fin)

Discussion:

- This specific purchase will not be paid with the Department of Emergency and Military Affairs (DEMA) grant. Other radios not pertaining to this motion have been ordered with DEMA grant money. (**Smith/Kirk**)

MC 2023-136 – Cooperative Purchase Agreement: Prefabricated Restroom at Sanguinetti Ball Field Park (Authorize the purchase and installation of a prefabricated restroom to CXT Incorporated, Spokane Valley WA, utilizing the Sourcewell Cooperative Purchase Agreement for an estimated expenditure of \$204,825.60) (CPA-24-122) (Pks & Rec/Fin)

Discussion:

- The main reason for replacement of the restrooms is due to the age of the unit. **(Urfer)**
- The restrooms ordered are stable and better secured, as opposed to a site-built unit. The restrooms will be placed within the fenced area of the ball field complex to help deter vandalism activity. **(Knight/Urfer)**
- The restrooms are locked and unlocked by City staff at scheduled times to further secure the restrooms. **(Morales/Urfer)**
- Prefabricated restrooms are 20% to 30% less expensive than site-built restrooms and have a 30 to 40-year lifespan. **(Morris/Urfer)**

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

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

| | |
|-----------------------------|-----------------|
| Regular Council Worksession | August 15, 2023 |
| Regular Council Meeting | August 16, 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 award to purchase brass fittings and miscellaneous supportive items for an estimated annual expenditure of \$65,000 to Ferguson Waterworks, Yuma, AZ. (RFB-23-301) (Utl/Fin)
2. Award to the sole bidder a one-year contract for plumbing services with the option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, for an estimated \$75,000.00 annually to AA Action Plumbing, Inc., Yuma, AZ. (RFB-23-270) (FacI Mgmt/Fin)
3. Authorize the purchase of 13 mobile radios utilizing a Cooperative Purchase Agreement through the State of Arizona for a total estimated expenditure of \$99,401.74 to Motorola Solutions, Inc., Tempe, AZ. (CPA-24-001) (IT/Fin)
4. Authorize the use of a cooperative purchase agreement initiated by the Yuma Educational Materials Management Consortium, for the purchase of paint, painting supplies and paint services, a one-year contract with an option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, for an estimated \$80,000.00 annually to LG Paint Store, Yuma, AZ and MC Custom Painting, LLC, Yuma, AZ. (CPA-23-251) (FacI Mgmt/Fin)

5. Authorize the purchase and installation of a prefabricated restroom to CXT Incorporated, Spokane Valley WA, utilizing the Sourcewell Cooperative Purchase Agreement for an estimated expenditure of \$204,825.60. (CPA-24-122) (Pks & Rec/Fin)
6. Award a five-year Sole Source contract for Flygt submersible pumps at an estimated annual expenditure of \$298,000.00 to James Cooke & Hobson, Inc., Phoenix, AZ (SS-24-061) (Utl/Fin)
7. Authorize the purchase of an Envirosight RovverX CCTV pipeline inspection basic system to retrofit one RS Tech Van, which was purchased April 2016, to Haaker Equipment Co. Phoenix, AZ (SS-24-061) (Utl/Fin)

II. RESOLUTION CONSENT AGENDA

Resolution R2023-041 – Intergovernmental Agreement: Yuma Regional Bomb Squad (Approve an intergovernmental agreement between the Yuma County Sheriff's Office and the Yuma Police Department, which would establish the Yuma Regional Bomb Squad) (YPD)

Knight expressed his appreciation for the partnership between the Yuma County Sheriff's Office and the Yuma Police Department in working together to keep residents safe.

Motion (Knight/Morales): To adopt the Resolution Consent Agenda as recommended.

Bushong displayed the following title(s):

Resolution R2023-041

A resolution of the City Council of the City of Yuma, Arizona, authorizing the City of Yuma to enter into an Intergovernmental Agreement with the County of Yuma for the purpose of collaborating, responding to, and investigating explosive related crimes and incidents (form an Explosive Ordinance Disposal Unit with Yuma County Sherriff's Department) (YPD)

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

III. ADOPTION OF ORDINANCES CONSENT AGENDA

Motion (Shoop/Knight): To adopt the Ordinances Consent Agenda as recommended.

Bushong displayed the following title(s):

Ordinance O2023-030

An ordinance of the City Council of the City of Yuma, Arizona, amending Title 13 of the Yuma City Code, Chapter 131, adopting by reference *International Fire Code 2018*, including appendices B, C, D, E, F, G, H, and I, and the amendments recommended by the Building Advisory Board dated December 14, 2022, and providing a penalty for violations thereof (changing the City's' Fire Code from 2018 NFPA 1 Fire Code to 2018 International Fire Code) (YFD)

Ordinance O2023-031

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, and amending the zoning map to conform with the rezoning (approximately .3 acres located at 1704 S. Maple Avenue) (Plng & Nbhd Svcs/Cmty Plng)

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

FINAL CALL

Mayor Nicholls made a final call for the submission of Speaker Request Forms from members of the audience interested in speaking at the Call to the Public.

IV. ANNOUNCEMENTS AND SCHEDULING

Announcements

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

Mayor Nicholls presented **Shoop** with a plaque from The League of Arizona Cities and Towns recognizing her 24 years of service to the City of Yuma.

Scheduling- No meetings were scheduled at this time.

V. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- September 9, 2023 – Yuma Rocks at the Historic Yuma Theatre

Simonton reminded citizens to register to vote for the upcoming Special Election in November, where voters will decide on three proposed amendments to the Charter of the City of Yuma.

VI. CALL TO THE PUBLIC

Ryleigh Felix, City resident, spoke about an incident that took place at her home in August of 2022 involving her father. Police responded to the incident, and she believes the Yuma Police Department is concealing evidence and making false reports against her father and what took place on that day.

VII. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:17 p.m. No Executive Session was held.

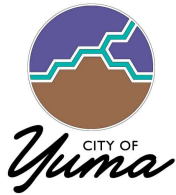
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

DRAFT

| |
|--|
| Approved at the City Council Meeting of: _____ City Clerk: _____ |
|--|



City of Yuma

City Council Report

File #: MC 2023-151

Agenda Date: 10/4/2023

Agenda #: 1.

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

TITLE:

Declare Surplus and Authorize Donation: Computer Peripherals

SUMMARY RECOMMENDATION:

Authorize the donation of various computer peripherals to Achieve Enterprise Services, Yuma and to the Yuma Union High School District. (Finance/Procurement) (Robin R. Wilson)

STRATEGIC OUTCOME:

Donating the items to local agencies furthers the City Council’s strategic outcome of Respected and Responsible as it yields a benefit to the Yuma community far greater than the salvage value.

REPORT:

The City’s Information Technology fiscal year 2024 life-cycle refresh plan has been executed for various computers, printers, peripherals, as many items can no longer be repaired, have reached the end of useful life, or the vendor will no longer support the item.

The Finance Department requests that surplus items such as various computers, printers, peripherals and uninterrupted power supply units be donated to Achieve Enterprise Services, who provides technical training to disabled veterans by use of donated surplus technology, which Achieve refurbishes or recycles as an EPA-certified recycler.

Other components that still have some functionality outside of the City standards have been requested by the Yuma High Schools for their Career and Technical Education program.

Yuma City Code, Chapter 38-01, requires City Council to authorize the donation with an estimated value of more than \$2,500 in the form of a Motion.

The various computers, printers, peripherals have a fair market salvage value in excess of \$2,500.00. The estimated value of the over 500 pieces of surplus equipment is \$78,000 for fiscal year 2024. Staff requests City Council authorize the donation of the surplus property as stated above.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

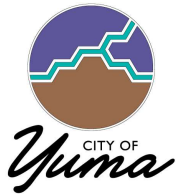
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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 |



City of Yuma

City Council Report

File #: MC 2023-152

Agenda Date: 10/4/2023

Agenda #: 2.

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

TITLE:

Ratification: Valley Aquatic Center Commercial Pool Heater Replacement

SUMMARY RECOMMENDATION:

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. (Parks and Recreation - Bid No. 2018-20000076) (Eric Urfer/Robin R. Wilson)

STRATEGIC OUTCOME:

The replacement of the pool heaters aligns with the City Council's strategic outcome of Respected and Responsible by providing the citizens with a well-maintained and comfortable swimming facility.

REPORT:

The Valley Aquatic Center is in need of replacing two 15-year-old pool heaters, which are essential for maintaining comfortable swimming conditions. One of the existing heaters is no longer functioning, drastically impacting the pool's ability to reach optimal temperatures in the winter months. Additionally, both heaters have surpassed their usable life cycles, leading to inefficiency, and increased operating costs. As winter approaches, it becomes even more critical to ensure optimal pool performance to accommodate the community's needs.

To address this issue, staff utilized an existing contract to furnish, deliver and install suitable replacement heaters. The vendor has an approximate lead time of ten weeks for ordering and installing the new heaters. To expedite the process and avoid further disruptions, staff issued the purchase order prior to City Council approval. Taking these necessary steps not only demonstrated the City's commitment to maintaining a respected and responsible facility, but will also ensure the continued satisfaction and utilization of the pool during the colder months.

FISCAL REQUIREMENTS:

| | | | |
|----------------|---------------|-----------------------------|---------------|
| CITY FUNDS: | \$ 122,436.00 | BUDGETED: | \$ 130,000.00 |
| 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 \$122,436.00

| | | |
|--|--|--|
| 122-97-77.8140-0450-VAC9 2% Tax Special Revenue Fund | | |
| To total; right click number & choose "Update Field" | | |

FISCAL IMPACT STATEMENT:

This project was anticipated to be completed in FY 2025, but due to mechanical failure needs to move up to FY 2024. Sufficient budget authority is provided in the FY 2024 City Council approved Budget and Capital Improvement Plan to move this project forward.

ADDITIONAL INFORMATION:

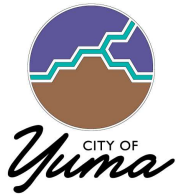
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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
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| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 09/22/2023 |
| Reviewed by City Attorney: Richard W. Files | Date: 09/22/2023 |



City of Yuma

City Council Report

File #: MC 2023-153

Agenda Date: 10/4/2023

Agenda #: 3.

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

TITLE:

Cooperative Purchase Agreement: Field Lighting at Ray Kroc Fields

SUMMARY RECOMMENDATION:

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 (Parks and Recreation - CPA-24-086) (Eric Urfer/Robin Wilson)

STRATEGIC OUTCOME:

The purchase and installation of the Musco LED lighting system for Fields 2 and 3 at the Ray Kroc Sports Complex will provide the community with safe sporting fields, which aligns with City Council strategic outcomes of Active and Appealing and Safe and Prosperous.

REPORT:

Currently, there are no lights at the Ray Kroc Sports Fields 2 and 3. Installing lighting on the fields will increase the usage availability of the fields by the youth athletic co-sponsors (Yuma Youth Soccer Association, Yuma Youth Baseball League, Catch and Go flag football), independent teams and tournament organizers, as well as provide adequate lighting for use of the batting cages and bullpens for practice after dark, and improve the safety for the various events held at the facility (Colorado River Crossing Balloon Festival, Independence Day, and Midnight at the Oasis).

This purchase will be a turnkey package that includes everything associated with the installation of the new field lighting (foundations, poles, electrical enclosures, luminaires, wire harness, control cabinets, project coordination, etc.).

The approved FY 2024 CIP includes \$650,000 with the remaining project balance planned for next fiscal year (FY 2025). Approval of this motion will lock in the current pricing and ensure the project gets on the installation schedule, anticipated for completion by fall of 2024.

FISCAL REQUIREMENTS:

| | | | |
|--|----------------|-----------------------------|-------------|
| CITY FUNDS: | \$1,413,450.00 | BUDGETED: | \$650,00.00 |
| 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 \$1,413,450.00 | | | |
| 122-97-77.8140 2% Tax Special Revenue Fund | | | |
| To total; right click number & choose "Update Field" | | | |

FISCAL IMPACT STATEMENT:

This is a two-year project budget spanning over FY 2024 and FY 2025. Sufficient budget authority is provided in the FY 2024 City Council approved Budget and Capital Improvement Plan with \$650,000 programed in FY 2024 and \$763,450.00 programmed in FY 2025.

ADDITIONAL INFORMATION:

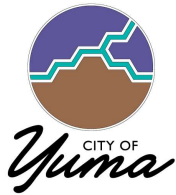
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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 |



City of Yuma

City Council Report

File #: MC 2023-154

Agenda Date: 10/4/2023

Agenda #: 4.

| DEPARTMENT: | STRATEGIC OUTCOMES | ACTION |
|--------------------|--|---|
| Finance | <input checked="" type="checkbox"/> Safe & Prosperous | <input checked="" type="checkbox"/> Motion |
| | <input checked="" 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:

Job Order Contract: Underground Utilities at Sanguinetti Ball Field Park

SUMMARY RECOMMENDATION:

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. (Park and Recreation - No. 2019-2000049) (Eric Urfer/Robin R. Wilson)

STRATEGIC OUTCOME:

The installation of the underground utilities for the prefabricated restroom will provide the community with a safe and functional restroom at Sanguinetti Ball Field Park, which aligns with City Council’s strategic outcome of Safe and Prosperous and Active and Appealing.

REPORT:

There are currently no permanent restroom facilities located at Sanguinetti Ball Fields, and the closest restrooms are at Carver Park. The previous restrooms at the site were demolished because they were consistently not working properly and experiencing backups. Remodeling the existing restroom was not possible as the former site is situated within a flood zone and not viable for park use in any capacity. Currently, the fields are using rented temporary restroom facilities to accommodate the softball and baseball activities.

The new prefabricated restroom will be located within the ballfield complex beyond the flood zone. Preparations for the restroom site, including underground utilities, will be handled through this contract. City Council approved the purchase of the prefabricated pre-cast restroom at the September 6, 2023, City Council meeting.

FISCAL REQUIREMENTS:

| | | | |
|----------------|--------------|-----------------------------|------------|
| CITY FUNDS: | \$155,606.50 | BUDGETED: | 400,000.00 |
| 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 \$ 155,605.50

| | | |
|--|--|--|
| 122-97-77.8140 2% Tax Special Revenue 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 and Capital Improvement Plan.

ADDITIONAL INFORMATION:

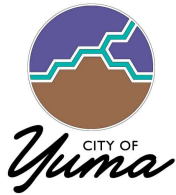
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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 |



City of Yuma

City Council Report

File #: R2023-043

Agenda Date: 10/4/2023

Agenda #: 1.

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

TITLE:
Development Fee Deferral: Desert Sands Unit No. 3 Subdivision

SUMMARY RECOMMENDATION:
 Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Desert Sands Unit No. 3 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:
 This item supports the Council’s strategic outcome for Respected and Responsible in that it supports and assists the development community to continue providing quality growth within the City.

REPORT:
 City Administration and staff previously met with the development community regarding local economic activity, particularly that of the construction industry, and determined to recommend to City Council that, upon payment of a \$500.00 deferral fee to cover City costs associated with processing and tracking deferrals, for a period of three years, all development fees, along with sanitary sewer and water capacity charges, would be eligible for deferral until prior to issuance of a certificate of occupancy. The eligibility for deferral is in accordance with the specific terms outlined in the proposed development agreement.

It is anticipated that deferring these development fees and capacity charges will help to stimulate economic activity and retain construction jobs. The deferral is accomplished in accordance with Arizona Revised Statutes (A.R.S.) § 9-463.05, through a development agreement.

Saguaro Desert Development, LLC has requested the deferral agreement for Desert Sands Unit No. 3 Subdivision described in the attached development agreement and corresponding location map.

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:

Nominal

ADDITIONAL INFORMATION:

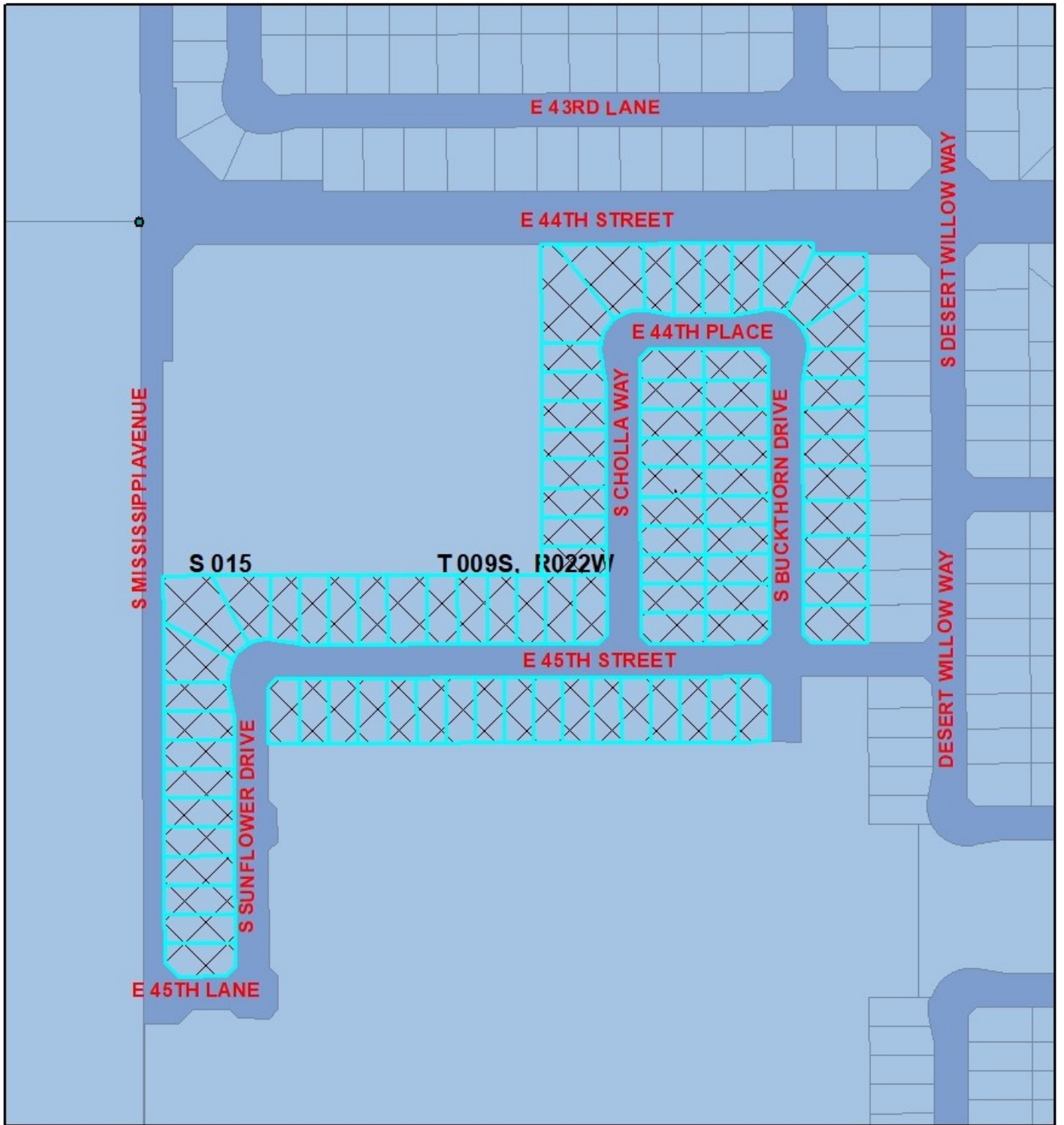
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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 |



AFFECTED AREA

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



LOCATION MAP

Prepared by: **ANDREW MCGARVIE**

Checked by:

**CITY OF YUMA
ENGINEERING
DEPARTMENT**

DATE: **8/30/2023**

SCALE: **N.T.S**

REVISED:

CIP NO.

RESOLUTION NO. 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**

WHEREAS, the City of Yuma, Arizona desires to obtain those public benefits accruing from the development of property, which benefits include, but are not limited to, the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the property, and by retention and generation of additional sales tax revenues through increased business activities; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, deferral of payment of development fees and water and sanitary sewer capacity charges until prior to issuance of a certificate of occupancy, will promote economic activity within the City of Yuma and shall constitute sufficient consideration for the deferral.

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

SECTION 1: The deferral of City of Yuma Development Fees, water and sanitary sewer capacity charges is approved in accordance with the terms of the Development Agreement attached as Exhibit A, and by this reference, made part of this Resolution.

SECTION 2: Upon payment to the City of Yuma of the described \$500 administrative fee for Desert Sands Unit No. 3 Subdivision, the City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

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

**RESOLUTION NO. R2023-043
DEVELOPMENT AGREEMENT
DESERT SANDS UNIT No. 3**

This Development Agreement (“Agreement”), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between DN Development Yuma, LLC, an Arizona Limited Liability Company, (“Owner”), as owner of the real property described in the DESERT SANDS UNIT No. 3 plat, lots 230 to 351, dated 7/12/2023, recorded as Yuma County Assessor’s Fee #: 2023-16546, and Book 35 of Plats, Pages 17 & 18, (the “Property”) and the City of Yuma, an Arizona municipal corporation (“City”).

RECITALS

WHEREAS, the City desires to obtain those public benefits which accrue from the development of the Property and include (but are not limited to) the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the Property, and by generation of additional sales tax revenues through increased business activity; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, for the mutual benefit of both parties, the sufficiency of which is acknowledged, the parties have entered into this Agreement to provide for the deferral of payment of City of Yuma Development Fees and City of Yuma water and sanitary sewer capacity charges upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. Term. This Agreement shall be effective (the “Effective Date”) upon execution by all of the parties and the payment to the City of a five-hundred-dollar (\$500.00) deferral fee. This Agreement shall expire three (3) years from the Effective Date (the “Expiration Date”) unless the parties mutually agree to an earlier termination.
2. Vesting. Vesting of deferred fees and charges shall accrue on a lot-by-lot basis. To vest the right to deferral, the residential unit must pass the under slab plumbing and building setback inspection (“underground inspection”) within 30 days of the date of issuance of the building permit. Time is of the essence. If the underground inspection is not successfully completed within 30 days of the issuance of the building permit, no right to deferral shall vest, and Owner shall either: (1) be issued a refund of 80% of the cost of the building permit and the building permit shall expire; or (2) all deferral amounts shall immediately be due and payable to the City to prevent the building permit from expiring. At the expiration or termination of this Agreement, any vested lot shall continue to enjoy the deferral benefit unless construction is abandoned by Owner. On the Expiration Date, the deferral benefit shall expire for any non-vested lot.

3. Deferral Benefits. Deferral of certain described City of Yuma Development Fees and water and sewer capacity charges shall be available to the Property throughout the term of this Agreement. An expired building permit shall not prohibit Owner from reapplying for the deferral benefit provided that a new building permit is applied for. When vested in accordance with paragraph 2 above, the deferral benefit shall include:
 - a. Deferral of Payment of Citywide Development Fees and Water and Sewer Capacity Charges. For any platted lot within the Property, payment of City of Yuma Development Fees (the parks and recreational facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, and the streets facilities development fee), and water and sewer capacity charges may, upon written request on a form provided by City staff, be deferred from the time of application for a building permit.
 - b. Application. At the time of application for the first building permit on the Property, Owner shall submit and sign a “Request for Deferral of City of Yuma Development fees and/or Water and Sewer Capacity Charges” (City of Yuma Form J) together with payment of a five hundred (\$500.00) dollar deferral fee (which shall cover the deferral costs for all of the Property for the term of this Agreement), payable to the City of Yuma. The deferred amount shall be calculated at the rate in effect at the time of construction permit or water meter issuance, signed by Owner and the City Administrator or the City Administrator’s designee, and shall constitute an enforceable contract for the payment to the City of all deferred amounts. The completed Request for Deferral of City of Yuma Development Fees and Water and Sewer Capacity Charges, together with this Development Agreement, shall serve as the security required by statute for payment thereof. During the Term of this Agreement, any subsequent building permit application on the Property for which deferral is sought shall require Owner’s signature on a City of Yuma Form J.
 - c. Period of Deferral. Payment in full of the deferred fees and charges shall be made to the City of Yuma no later than the date of issuance of any certificate of occupancy, whether temporary or otherwise. In the case of residential property, in the event that Owner does not request a residential certificate of occupancy, then the “date of final inspection” shall be substituted for “date of issuance of a certificate of occupancy.”
 - d. Deferred Amount Due Upon Sale. Notwithstanding any sales contract or agreement to the contrary between Owner and the purchaser of any lot, part or portion of the Property which has a vested deferral, Owner shall pay all deferred amounts to the City prior to recording any deed transferring ownership or entering into a lease of lot.
4. Notice. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt

requested, addressed as follows:

OWNER:

Brian L. Hall, Manager
DN Development Yuma, LLC
3064 S Ave B
Yuma AZ, 85364

CITY:

City Administrator
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436

If either party changes address, written notice of the change of address must be given to the other party. Notice of change of address is deemed effective five (5) days after mailing by the party changing address.

5. Successors and Assigns. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
6. Waiver. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the other party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy. No waiver of any provisions of this Agreement shall be binding upon either party unless in writing signed by both parties.
7. Governing Law and Venue. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties shall institute and maintain any legal action or other judicial proceeding arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.
8. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
9. Costs and Attorney Fees. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall recover, as part of such action or proceeding, all reasonable costs, expenses, and attorney fees as determined by the Court and not by a jury.
10. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

11. Recordation. The City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.
12. Estoppel Certificate. The parties agree that, upon not less than twenty one (21) business days prior written request from a party to this Agreement, a requested party shall execute, acknowledge and deliver to the party making such request a written statement certifying to the current status of the Agreement, including whether or not, a party is in default of any obligation or duty set forth within the Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective lender.
13. No Partnership. This Agreement does not create and is not intended to imply a partnership or joint venture between Owner and City.
14. Good Standing; Authority. Each of the parties represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual is signing.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

DATED this _____ day of _____, 2023.

CITY OF YUMA:

OWNER: DN Development Yuma, LLC

By: _____
 John D. Simonton
 City Administrator

By: _____
 Brian L. Hall
 Manager
 DN Development Yuma, LLC

ATTEST:

By: _____
 Lynda L. Bushong
 City Clerk

APPROVED AS TO FORM:

By: _____
 Richard W. Files
 City Attorney

ACKNOWLEDGEMENT

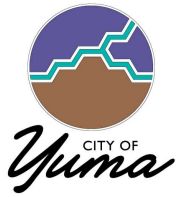
State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2023 by Brian L. Hall, manager of DN Development Yuma, LLC, an Arizona limited liability company, on behalf of the company.

In witness whereof, I have set my hand and official seal

My commission expires:

By: _____
Notary Public



City of Yuma

City Council Report

File #: R2023-044

Agenda Date: 10/4/2023

Agenda #: 2.

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

TITLE:
Development Fee Deferral: Driftwood Ranch Unit No. 2 Subdivision

SUMMARY RECOMMENDATION:
 Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Driftwood Ranch Unit No. 2 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:
 This item supports the Council’s strategic outcome for Respected and Responsible in that it supports and assists the development community to continue providing quality growth within the City.

REPORT:
 City Administration and staff previously met with the development community regarding local economic activity, particularly that of the construction industry, and determined to recommend to City Council that, upon payment of a \$500.00 deferral fee to cover City costs associated with processing and tracking deferrals, for a period of three years, all development fees, along with sanitary sewer and water capacity charges, would be eligible for deferral until prior to issuance of a certificate of occupancy. The eligibility for deferral is in accordance with the specific terms outlined in the proposed development agreement.

It is anticipated that deferring these development fees and capacity charges will help to stimulate economic activity and retain construction jobs. The deferral is accomplished in accordance with Arizona Revised Statutes (A.R.S.) § 9-463.05, through a development agreement.

Saguaro Desert Development, LLC has requested the deferral agreement for Driftwood Ranch Unit No. 2 Subdivision described in the attached development agreement and corresponding location map.

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:

Nominal

ADDITIONAL INFORMATION:

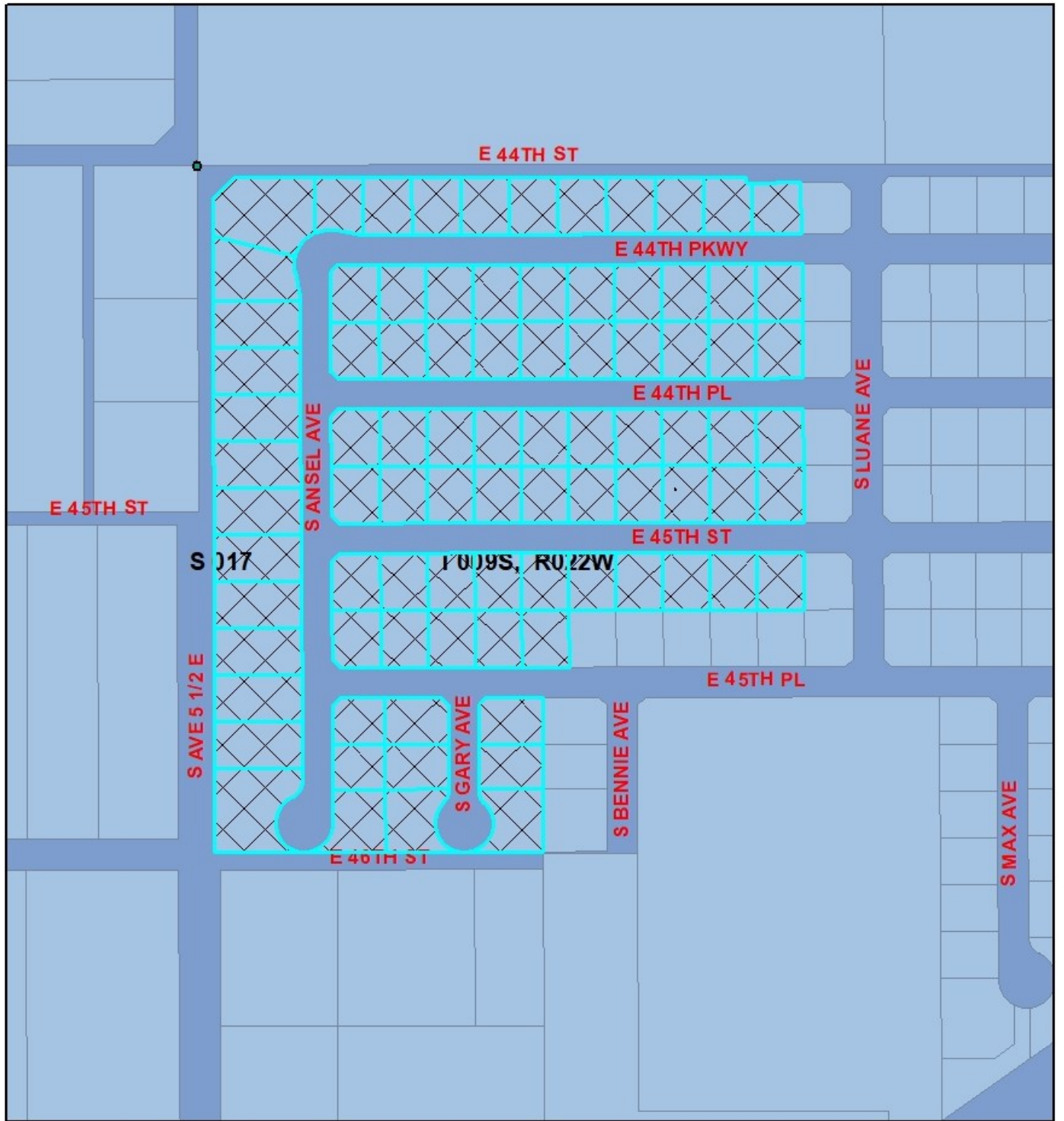
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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 |



AFFECTED AREA

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



LOCATION MAP

Prepared by: **ANDREW MCGARVIE**

Checked by:

**CITY OF YUMA
ENGINEERING
DEPARTMENT**

DATE: **8/30/2023**

SCALE: **N.T.S**

REVISED:

CIP NO.

RESOLUTION NO. 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**

WHEREAS, the City of Yuma, Arizona desires to obtain those public benefits accruing from the development of property, which benefits include, but are not limited to, the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the property, and by retention and generation of additional sales tax revenues through increased business activities; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, deferral of payment of development fees and water and sanitary sewer capacity charges until prior to issuance of a certificate of occupancy will promote economic activity within the City of Yuma and shall constitute sufficient consideration for the deferral.

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

SECTION 1: The deferral of City of Yuma Development Fees, water and sanitary sewer capacity charges is approved in accordance with the terms of the Development Agreement attached as Exhibit A, and by this reference, made part of this Resolution.

SECTION 2: Upon payment to the City of Yuma of the described \$500 administrative fee for Driftwood Ranch Unit No. 2 Subdivision, the City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

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

**RESOLUTION NO. R2023-044
DEVELOPMENT AGREEMENT
DRIFTWOOD RANCH UNIT No. 2**

This Development Agreement (“Agreement”), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between DR Development Yuma, LLC, an Arizona Limited Liability Company, (“Owner”), as owner of the real property described in the DRIFTWOOD RANCH UNIT No. 2 plat, lots 141 to 227, dated 7/28/2023, recorded as Yuma County Assessor’s Fee #: 2023-17992, and Book 35 of Plats, Pages 21 & 22, (the “Property”) and the City of Yuma, an Arizona municipal corporation (“City”).

RECITALS

WHEREAS, the City desires to obtain those public benefits which accrue from the development of the Property and include (but are not limited to) the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the Property, and by generation of additional sales tax revenues through increased business activity; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, for the mutual benefit of both parties, the sufficiency of which is acknowledged, the parties have entered into this Agreement to provide for the deferral of payment of City of Yuma Development Fees and City of Yuma water and sanitary sewer capacity charges upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. Term. This Agreement shall be effective (the “Effective Date”) upon execution by all of the parties and the payment to the City of a five-hundred-dollar (\$500.00) deferral fee. This Agreement shall expire three (3) years from the Effective Date (the “Expiration Date”) unless the parties mutually agree to an earlier termination.
2. Vesting. Vesting of deferred fees and charges shall accrue on a lot-by-lot basis. To vest the right to deferral, the residential unit must pass the under slab plumbing and building setback inspection (“underground inspection”) within 30 days of the date of issuance of the building permit. Time is of the essence. If the underground inspection is not successfully completed within 30 days of the issuance of the building permit, no right to deferral shall vest, and Owner shall either: (1) be issued a refund of 80% of the cost of the building permit and the building permit shall expire; or (2) all deferral amounts shall immediately be due and payable to the City to prevent the building permit from expiring. At the expiration or termination of this Agreement, any vested lot shall continue to enjoy the deferral benefit unless construction is abandoned by Owner. On the Expiration Date, the deferral benefit shall expire for any non-vested lot.

3. Deferral Benefits. Deferral of certain described City of Yuma Development Fees and water and sewer capacity charges shall be available to the Property throughout the term of this Agreement. An expired building permit shall not prohibit Owner from reapplying for the deferral benefit provided that a new building permit is applied for. When vested in accordance with paragraph 2 above, the deferral benefit shall include:
 - a. Deferral of Payment of Citywide Development Fees and Water and Sewer Capacity Charges. For any platted lot within the Property, payment of City of Yuma Development Fees (the parks and recreational facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, and the streets facilities development fee), and water and sewer capacity charges may, upon written request on a form provided by City staff, be deferred from the time of application for a building permit.
 - b. Application. At the time of application for the first building permit on the Property, Owner shall submit and sign a “Request for Deferral of City of Yuma Development fees and/or Water and Sewer Capacity Charges” (City of Yuma Form J) together with payment of a five hundred (\$500.00) dollar deferral fee (which shall cover the deferral costs for all of the Property for the term of this Agreement), payable to the City of Yuma. The deferred amount shall be calculated at the rate in effect at the time of construction permit or water meter issuance, signed by Owner and the City Administrator or the City Administrator’s designee, and shall constitute an enforceable contract for the payment to the City of all deferred amounts. The completed Request for Deferral of City of Yuma Development Fees and Water and Sewer Capacity Charges, together with this Development Agreement, shall serve as the security required by statute for payment thereof. During the Term of this Agreement, any subsequent building permit application on the Property for which deferral is sought shall require Owner’s signature on a City of Yuma Form J.
 - c. Period of Deferral. Payment in full of the deferred fees and charges shall be made to the City of Yuma no later than the date of issuance of any certificate of occupancy, whether temporary or otherwise. In the case of residential property, in the event that Owner does not request a residential certificate of occupancy, then the “date of final inspection” shall be substituted for “date of issuance of a certificate of occupancy.”
 - d. Deferred Amount Due Upon Sale. Notwithstanding any sales contract or agreement to the contrary between Owner and the purchaser of any lot, part or portion of the Property which has a vested deferral, Owner shall pay all deferred amounts to the City prior to recording any deed transferring ownership or entering into a lease of lot.
4. Notice. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt

requested, addressed as follows:

OWNER:

Brian L. Hall, Manager
DR Development Yuma, LLC
3064 S Ave B
Yuma AZ, 85364

CITY:

City Administrator
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436

If either party changes address, written notice of the change of address must be given to the other party. Notice of change of address is deemed effective five (5) days after mailing by the party changing address.

5. Successors and Assigns. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
6. Waiver. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the other party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy. No waiver of any provisions of this Agreement shall be binding upon either party unless in writing signed by both parties.
7. Governing Law and Venue. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties shall institute and maintain any legal action or other judicial proceeding arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.
8. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
9. Costs and Attorney Fees. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall recover, as part of such action or proceeding, all reasonable costs, expenses, and attorney fees as determined by the Court and not by a jury.
10. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

11. Recordation. The City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.
12. Estoppel Certificate. The parties agree that, upon not less than twenty one (21) business days prior written request from a party to this Agreement, a requested party shall execute, acknowledge and deliver to the party making such request a written statement certifying to the current status of the Agreement, including whether or not, a party is in default of any obligation or duty set forth within the Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective lender.
13. No Partnership. This Agreement does not create and is not intended to imply a partnership or joint venture between Owner and City.
14. Good Standing; Authority. Each of the parties represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual is signing.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

DATED this _____ day of _____, 2023.

CITY OF YUMA:

OWNER: DR Development Yuma, LLC

By: _____
 John D. Simonton
 Acting City Administrator

By: _____
 Brian L. Hall
 Manager
 DR Development Yuma, LLC

ATTEST:

By: _____
 Lynda L. Bushong
 City Clerk

APPROVED AS TO FORM:

By: _____
 Richard W. Files
 City Attorney

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2023 by Brian L. Hall, manager of DR Development Yuma, LLC, an Arizona limited liability company, on behalf of the company.

In witness whereof, I have set my hand and official seal

My commission expires:

By: _____
Notary Public



City of Yuma

City Council Report

File #: R2023-045

Agenda Date: 10/4/2023

Agenda #: 3.

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

TITLE:
Intergovernmental Agreement: Pedestrian Hybrid Beacons

SUMMARY RECOMMENDATION:
 Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for the design and construction of Pedestrian Hybrid Beacons (PHB) at three locations. This is a Highway Safety Improvement Program (HSIP) project and is 100% grant funded. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:
 This item supports the City Council’s strategic outcome of Safe and Prosperous. The PHB project will improve the safety at three crossings and will help address the pedestrian accidents at these intersections.

REPORT:
 The proposed improvement is for the installation of pedestrian hybrid beacons at the following three locations: 32nd Street and Palm Avenue, South Avenue C at Central Drain North of 22nd Lane, and at South Avenue C and Crane Street. The project contemplates the installation of new poles, wire, and new ADA handicap ramps. The project does not include costs for right-of-way acquisition. Potential right-of-way issues have been identified at South Avenue C and Crane Street. Additional City funds will be allocated for FY 25 for potential right-of-way acquisition.

| | |
|--|------------------------|
| ADOT Project Development Administration (PDA) Cost (FY 24) | \$ 30,000.00 |
| Design Cost (FY 24) | \$ 463,725.00 |
| Construction Cost (FY 25) | <u>\$ 1,166,513.00</u> |
| Total Cost (ADOT HSIP Grant Funds) | \$ 1,660,238.00 |
| Right-of-Way Acquisition City Funds (FY 25) | \$ 100,000.00 |
| Total Project Cost | \$ 1,760,238.00 |

FISCAL REQUIREMENTS:

| | | | |
|--|-----------------|---|-----------------|
| CITY FUNDS: | \$100,000.00 | BUDGETED: | \$ 1,760,238.00 |
| STATE FUNDS: | \$ 0.00 | AVAILABLE TO TRANSFER: | \$ 0.00 |
| FEDERAL FUNDS: | \$ 1,660,238.00 | IN CONTINGENCY: | \$ 0.00 |
| OTHER SOURCES: | \$ 0.00 | FUNDING: ACCOUNT/FUND #/CIP | |
| TOTAL | \$ 1,760,238.00 | 0032-ROAD13 198-97-77.8110 102-97-77.8110 | |
| 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 |

RESOLUTION NO. 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

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

WHEREAS, a public need exists for improvements on the following three locations: 32nd Street and Palm Avenue, South Avenue C at Central Canal North of 22nd Lane, and at South Avenue C and Crane Street, collectively hereafter referred to as the Project; and,

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

WHEREAS, Federal Aid funding using the ADOT Highway Safety Improvement Program (HSIP) is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

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

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

SECTION 1: For the benefit of Yuma residents, the attached and incorporated Exhibit A, Intergovernmental Agreement between ADOT and Yuma for the design, construction and financing of the Project is approved.

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

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

ADOT CAR No.: IGA 23-0009299-I
AG Contract No.: P0012023001252
Project Location/Name: City Of Yuma - 3
Locations
Type of Work: Pedestrian Hybrid Beacons
Federal-aid No.: HSIP-YUM-0(227)T
ADOT Project No.: T0455 01D/03D/01C
TIP/STIP No.: YU-24-01D, YU-24-01R,
YU-24-01C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of the installation of Pedestrian Hybrid Beacons (PHBs) at various locations with advanced markings and signs, (the “Project”). The proposed Project locations are 32nd Street and Palm Drive, S Avenue C at Central Drain North of W 22nd Lane, and S Avenue C and Crane. The Project cost, shown in Exhibit A, is estimated at \$1,660,238.00, which includes federal aid. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project. The Local Agency will acquire the necessary right of way for the Project under the stewardship and oversight of ADOT at their own cost.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. If Project Development Administration ("PDA") or design costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional PDA costs to complete the design the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

- c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
 - d. Prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
 - e. After completion of design and receipt of actual PDA costs and the difference between the final and initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain Local Agency concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - h. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency authorized agent for the Project.
 - b. Agree to be responsible for actual PDA and design costs, if during the development of design, such costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA, design costs, and the difference between the final and initial construction cost estimates, as may be applicable. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- e. Be responsible for all costs not covered by federal funding that are incurred in performing and accomplishing the work as set forth under this Agreement. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

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

possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

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

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

For Agreement Administration:

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

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

For Project Administration:

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

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

For Financial Administration:

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

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

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

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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

CITY OF YUMA

By _____ Date _____
JOHN D. SIMONTON
Acting City Administrator

ATTEST:

By _____ Date _____
LYNDA L. BUSHONG
City Clerk

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

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

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023001252 (ADOT IGA 23-0009299-I), an Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0455 01D/03D/01C**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost

| | |
|--------------------------|---------------------|
| Federal-aid funds @ 100% | <u>\$ 30,000.00</u> |
|--------------------------|---------------------|

Scoping/Design:

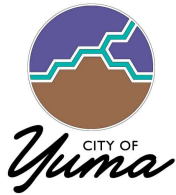
| | |
|--------------------------|----------------------|
| Federal-aid funds @ 100% | <u>\$ 463,725.00</u> |
|--------------------------|----------------------|

Construction:*

| | |
|--------------------------|------------------------|
| Federal-aid funds @ 100% | <u>\$ 1,166,513.00</u> |
|--------------------------|------------------------|

| | |
|-------------------------------------|------------------------|
| Estimated TOTAL Project Cost | \$ 1,660,238.00 |
|-------------------------------------|------------------------|

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



City of Yuma

City Council Report

File #: O2023-032

Agenda Date: 10/4/2023

Agenda #: 1.

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

TITLE:
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 |
| DIVISION: Neighborhood Services | <input type="checkbox"/> Respected & Responsible | <input checked="" 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:

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;

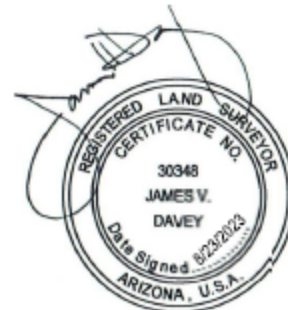
Thence North 89° 26' 49" West along the South Line of Lot 1 a distance of 96.23 feet to the Southwest Corner of Lot 1;

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;

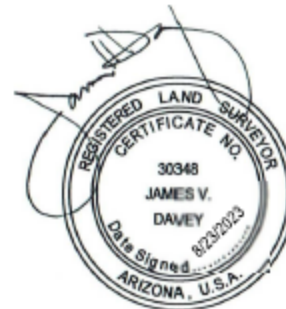
Thence South $00^{\circ} 29' 21''$ West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 2;

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;

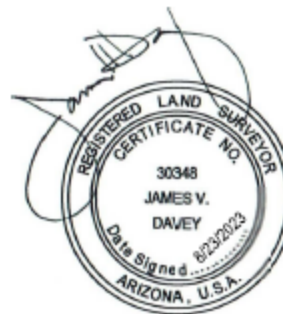
Thence South 00° 29' 21" West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 3;

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 (NE¹/₄SE¹/₄NE¹/₄) 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;

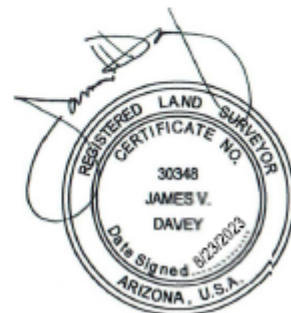
Thence North 89° 26' 49" West along the South Line of Lot 1 a distance of 96.23 feet to the Southwest Corner of Lot 1;

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° 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 49.77 feet to the Northeast Corner of Lot 2 and the True Point of Beginning;

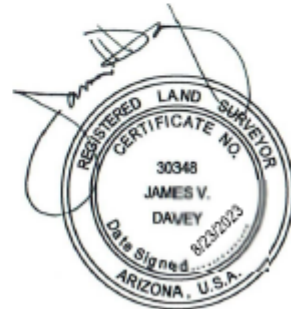
Thence South 00° 29' 21" West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 2;

Thence North 89° 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° 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° 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;

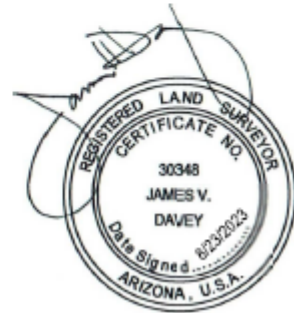
Thence South 00° 29' 21" West a distance of 49.77 feet (50.00 feet as recorded per Book 3 of Plats, Page 49) to the Southeast Corner of Lot 3;

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 (NE¹/₄SE¹/₄NE¹/₄) 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;

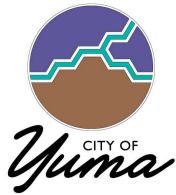
Thence North 89°29'13" West (record) along the original South line of said Lot 3, a distance of 21.50 feet (calculated) to a point lying at the current southeast corner of Lot 3 as described in the said Record of Survey;

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 #: R2023-046

Agenda Date: 10/4/2023

Agenda #: 1.

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

TITLE:
General Plan Amendment: Avenue A

SUMMARY RECOMMENDATION:
 Following a public hearing, adopt a resolution to 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. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:
 This General Plan amendment furthers the City Council’s strategic outcome of Safe and Prosperous by providing an adequate mixture and balance of land uses.

REPORT:
 This is a General Plan Amendment request by Ubaldo Juarez on behalf of UBLA Properties LLC to change the land use designation from Public/Quasi-Public to High Density Residential for approximately .73 acres located at the southeast corner of Avenue A and 4th Street, Yuma, AZ.

The property is currently vacant. The property was previously purchased by the City of Yuma with the intent to construct a stormwater basin which would expand the capacity of the stormwater basin to the north. Earlier this year, it was determined that the stormwater basin would not be needed and the property was sold for private development. The intent at the time of sale was to construct single family homes. Since that purchase, the property owner has decided to construct a multi-family project and has requested the General Plan amendment to support that effort.

The existing Public/Quasi-Public land use designation allows publicly owned and operated facilities or those devoted to public use by governmental and quasi-public or non-profit entities including schools, churches, hospitals, military installations and/or government buildings. The Public/Quasi-Public land use designation supports the full range of zoning districts and would have allowed single family homes.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS), and Manufactured Home Park (MHP) districts.

The applicant’s intent in changing the land use designation is to develop a 15-unit multi-family development under the High Density Residential (R-3) zoning district.

On September 11, 2023, the Planning and Zoning Commission voted to recommend APPROVAL (6-0, with Commissioner Olvera absent) of the General Plan amendment request to change the land use designation to High Density Residential.

Public Comments - Excerpt from Planning and Zoning Commission Minutes (9/11/23):

QUESTIONS FOR STAFF

Branden Freeman, Planning and Zoning Commissioner asked if there was a different intent for this property prior to this request.

Jennifer Albers, Assistant Director of Planning said that the City of Yuma had purchased the property with the intent of expanding a storm water basin to the North of the property and later discovered that the storm water basin was not needed and sold the property.

APPLICANT/APPLICANT’S REPRESENTATIVE

Ubaldo Juarez, 3926 W. 25th Place, Yuma, AZ said that the property has been vacant for a long time and is excited to be developing the land.

Chris Hamel, Planning and Zoning Commissioner noted that the maximum number of units allowed on the property were 20 units and thanked the applicant for not oversaturating the area, as he is only building 15 units.

Lorraine Arney, Planning and Zoning Commissioner asked the applicant if he would be building market rate apartments.

Juarez confirmed.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

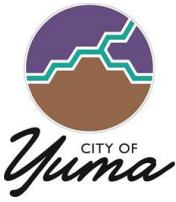
NONE

IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR

ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

| | |
|--|---------------------|
| Acting City Administrator: John D. Simonton | Date: 09/22/2023 |
| Reviewed by City Attorney: Richard W. Files | Date: 09/22/2023 |



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING
CASE TYPE – GENERAL PLAN AMENDMENT
Case Planner: Jennifer L. Albers**

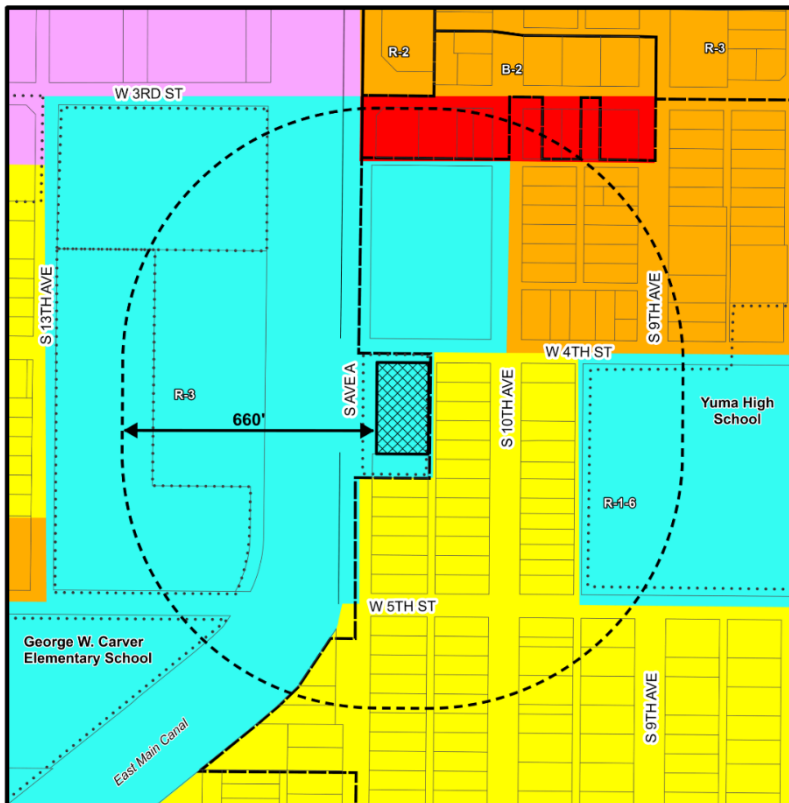
Hearing Date: September 11, 2023

Case Number: GP-41505-2023

Project Description/Location: This is a General Plan Amendment request by Ubaldo Juarez on behalf of UBLA Properties LLC to change the land use designation from Public/Quasi-Public to High Density Residential for approximately .73 acres, for the property located at the southeast corner of Avenue A and 4th Street, Yuma, AZ.

| | Existing Zoning | Use(s) on-site | General Plan Designation |
|--------------|---|------------------------------------|--------------------------|
| Site | High Density Residential with the Public and Infill Overlays (R-3/P/IO) | Vacant | Public/Quasi-Public |
| North | Low Density Residential with the Infill Overlay (R-1-6/IO) | Stormwater basin | Public/Quasi-Public |
| South | High Density Residential with the Public and Infill Overlays (R-3/P/IO) | Multi-family | Public/Quasi-Public |
| East | Low Density Residential with the Infill Overlay (R-1-6/IO) | Single family homes | Low Density Residential |
| West | High Density Residential with the Infill Overlay (R-3/IO) | East Main Canal and multi-use path | Public/Quasi-Public |

Location Map



LOCATION OF SUBJECT PROPERTY

NOTIFICATION AREA

GENERAL PLAN - LAND USE

- Low Density Residential
- Medium Density Residential
- Mixed Use
- Commercial
- Public/Quasi-Public

ZONING DISTRICTS

- B-2 - General Commercial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-2 - Medium Density Residential
- R-3 - High Density Residential
- Public Overlay District

Prior site actions: Subdivision: 4th Street Retention Basin Re-subdivision 9/20/96

Staff Recommendation: Staff recommends the Planning and Zoning Commission APPROVE the request to change the land use designation for .73 acres to High Density Residential.

Suggested Motion: Move to APPROVE the request to change the land use designation for .73 acres to High Density Residential for property located at the southeast corner of Avenue A and 4th Street.

Staff Analysis: This is a General Plan Amendment request by Ubaldo Juarez on behalf of UBLA Properties LLC to change the land use designation from Public/Quasi-Public to High Density Residential for approximately .73 acres, for the property located at the southeast corner of Avenue A and 4th Street, Yuma, AZ.

The property is currently vacant. The property was previously purchased by the City of Yuma with the intent to construct a stormwater basin which would expand the capacity of the stormwater basin to the north. Earlier this year, it was determined that the stormwater basin would not be needed and the property was sold for private development. The intent at the time of sale was to construct single family homes. Since that purchase, the property owner has decided to construct a multi-family project and has requested the General Plan amendment to support that effort.

The existing Public/Quasi-Public land use designation allows publicly owned and operated facilities or those devoted to public use by governmental and quasi-public or non-profit entities: includes schools, churches, hospitals, military installations and/or government buildings. The Public/Quasi-Public land use designation supports the full range of zoning districts.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS), and Manufactured Home Park (MHP) districts.

The applicant's intent in changing the land use designation is to develop a 15-unit multi-family development under the High Density Residential (R-3) zoning district.

Density

The High Density Residential land use designation would allow from 9 to 22 dwelling units to be constructed in a multi-family development on .73 acres. The applicant intends to develop a 15-unit, multi-family development.

Population

Information from the 2017-2021 American Community Survey provides data on population by housing unit type. The information shows an average household size of 1.9 persons per high density type dwelling in the City of Yuma.

Comparing the densities allowed within the General Plan, the potential persons expected are:

- Public/Quasi-Public:
Expected zero homes – Expected population: 0
- High Density Residential:
Minimum 9 homes – Expected population: 17
Maximum 22 homes – Expected population: 42

The 2010 Census identified that 20% of the population within the City of Yuma was between 5 and 17 years of age. Therefor the expected school-age population is estimated at:

- Public/Quasi-Public:
Maximum expected population: 0 – School Age: 0
- High Density Residential:
Minimum expected population: 17 – School Age: 3
Maximum expected population: 42 – School Age: 8

Transportation

The property is located along Avenue A which is a 2-lane Collector roadway. Access will be from 4th street which is a Local road.

According to the City of Yuma Transportation Master Plan, Avenue A operates at a Level of Service (LOS) of C or above, meaning that there are stable conditions with movements somewhat restricted due to higher volumes but not objectionable to motorists. The Yuma Metropolitan Planning Organization identifies average annual daily traffic counts for 2022 as 5,846 vehicles on Avenue A south of 4th Street.

Housing

The Housing Element of the City of Yuma 2022 General Plan addresses the need to provide safe, decent, sanitary, and affordable housing for all residents. And specifically Objective 1.3 notes providing a variety of housing types:

Objective 1.3: Encourage a variety of housing types to meet all socioeconomic segments of the population, considering both full time and seasonal residents.

An Action Item of the Housing Element is to consider rezoning land for higher density residential development to promote additional rental and lower cost ownership options.

The General Plan amendment request is to provide a housing choice other than Low Density Residential single family homes, which is the predominant housing option in the City of Yuma.

Public Services

Education

It is a requirement of State Statute for a General Plan to identify public schools and other public buildings. The City of Yuma General Plan Public Services Element identifies the location of public/charter schools within the 3 school districts in the General Plan area. The request is located within the district boundaries of the Yuma Elementary School District One and the Yuma Union High School District.

According to the Yuma Elementary School District One School Boundary Maps, the elementary students in the subject area are within the boundary of GW Carver Elementary School located at 1341 S. 5th Street and junior high school students are within the boundary of 4th Avenue Junior High School at 450 S. 4th Avenue.

According to the Yuma Union High School District, the high school students are within the boundary of Yuma High School located at 400 S. 6th Avenue.

1. Does the proposed amendment impact any elements of the General Plan?

No The elements of the General Plan will not be impacted by the proposed amendment.

Transportation Element:

| FACILITY PLANS | | |
|----------------------------|---------|----------|
| Transportation Master Plan | Planned | Existing |
| Avenue A – Collector | 40FT HW | 50 FT HW |
| Median Disclosure | Yes | |

2. Does the proposed amendment impact any of the facility plans?

No The change in land use will not significantly impact any of the facility plans.

3. Is the proposed amendment in conflict with Council’s prior actions?

Yes This area has been designated with the Public/Quasi-Public land use designation since the adoption of the 1983 City of Yuma General Plan on January 5, 1983 (Resolution No. 2292).

Scheduled Public Hearings:

- City of Yuma Planning and Zoning Commission: September 11, 2023
- City of Yuma City Council: October 4, 2023

Public Comments Received: Attachment A
Agency Comments: None Received
Neighborhood Meeting Comments: Attachment C

Final staff report delivered to applicant on: 8/16/23

- Applicant agreed with staff’s recommendation: 8/16/23
- Applicant did not agree with staff’s recommendation:
- If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

Attachments

| A | B | C | D | E |
|-----------------|-----------------|-------------------------------|----------------------------|--------------|
| Public Comments | Staff Worksheet | Neighborhood Meeting Comments | Neighbor Notification List | Aerial Photo |


Prepared By: Jennifer L. Albers **Date:** 8/14/23
 Jennifer L. Albers,
 Assistant Director of Planning

Approved By: Alyssa Linville **Date:** 08/16/2023
 Alyssa Linville,
 Director, Planning and Neighborhood Services

**ATTACHMENT A
PUBLIC COMMENTS**

| | | | | | | | | | | |
|--|-----------|-------------------------------------|--------------|--------------------------|-------|--------------------------|--------|--------------------------|-------|--------------------------|
| Name: | Mrs. Harp | Contact Information: | 928-318-2585 | | | | | | | |
| Method of Contact: | Phone | <input checked="" type="checkbox"/> | FAX | <input type="checkbox"/> | Email | <input type="checkbox"/> | Letter | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| Comment: Questions about location, request and process | | | | | | | | | | |

**ATTACHMENT B
STAFF WORKSHEET**

| | |
|---|--|
|  | <p>STAFF RESEARCH – GENERAL PLAN AMENDMENT</p> <p>CASE #: GP-41505-2023 CASE PLANNER: JENNIFER ALBERS</p> |
|---|--|

I. PROJECT DATA

| | | | | | | | | | |
|-----------------------------|--------|---|----|------------|-----|----------|--------|---|------|
| Project Location: | | SEC Avenue A and 4 th Street | | | | | | | |
| Parcel Number(s): | | 663-49-075 | | | | | | | |
| Parcel Size(s): | | 31,948 square feet | | | | | | | |
| Total Acreage: | | .73 | | | | | | | |
| Proposed Dwelling Units: | | Maximum: 22 | | Minimum: 9 | | | | | |
| Address: | | | | | | | | | |
| Applicant: | | UBLA Properties LLC | | | | | | | |
| Applicant's Agent: | | Ubaldo Juarez | | | | | | | |
| Land Use Conformity Matrix: | | Current Zoning District Conforms: | | Yes | X | No | | | |
| Zoning Overlay: | Public | X | AO | Auto | B&B | Historic | Infill | X | None |

| | | | | | | | | | | | | | | |
|--------------|---|--|----------------|-------|------------------------------------|-------|--|-----|---------------------------------|------|--|------|--|------------|
| | Airport | | Noise Contours | 65-70 | | 70-75 | | 75+ | | APZ1 | | APZ2 | | CLEAR ZONE |
| | Existing Zoning | | | | Current Use | | | | General Plan Designation | | | | | |
| Site | High Density Residential with the Public and Infill Overlays (R-3/P/IO) | | | | Vacant | | | | Public/Quasi-Public | | | | | |
| North | Low Density Residential with the Infill Overlay (R-1-6/IO) | | | | Stormwater basin | | | | Public/Quasi-Public | | | | | |
| South | High Density Residential with the Public and Infill Overlays (R-3/P/IO) | | | | Multi-family | | | | Public/Quasi-Public | | | | | |
| East | Low Density Residential with the Infill Overlay (R-1-6/IO) | | | | Single family homes | | | | Low Density Residential | | | | | |
| West | High Density Residential with the Infill Overlay (R-3/IO) | | | | East Main Canal and multi-use path | | | | Public/Quasi-Public | | | | | |

| | | | | |
|---------------------------------|-----------------|------|---|--|
| Prior Cases or Related Actions: | | | | |
| <u>Type</u> | <u>Conforms</u> | | <u>Cases, Actions or Agreements</u> | |
| Pre-Annexation Agreement | Yes | No | N/A | |
| Annexation | Yes | X No | 1915 City Charter | |
| General Plan Amendment | Yes | No | N/A | |
| Development Agreement | Yes | No | N/A | |
| Rezone | Yes | No | N/A | |
| Subdivision | Yes | X No | 4 th Street Retention Basin Re-subdivision 9/20/96 | |
| Conditional Use Permit | Yes | No | N/A | |
| Pre-Development Meeting | Yes | X No | Date: 2/1/22 | |
| Enforcement Actions | Yes | No | N/A | |

| | |
|--------------------------------------|-----------------------|
| Land Division Status: | Legal lot of record |
| Irrigation District: | None |
| Adjacent Irrigation Canals & Drains: | East Main Canal |
| Water Conversion: (5.83 ac ft/acre) | 4.26 Acre Feet a Year |
| Water Conversion Agreement Required | Yes No X |

II. CITY OF YUMA GENERAL PLAN

| | | | | | | | | | | |
|---|----------------|------------------------------|-----------------------------|--------------|-----------------------------|----------------------------|--------------------------|--------------------------------|--|--|
| Land Use Element: | | | | | | | | | | |
| Land Use Designation: | | | Public/Quasi-Public | | | | | | | |
| Issues: | | | | | | | | | | |
| Historic District: | Brinley Avenue | | Century Heights | | Main Street | | None | X | | |
| Historic Buildings on Site: | Yes | | No | X | | | | | | |
| Transportation Element: | | | | | | | | | | |
| FACILITY PLANS | | | | | | | | | | |
| Transportation Master Plan | | | Planned | Existing | Gateway | Scenic | Hazard | Truck | | |
| Avenue A - Collector | | | 40FT HW | 50 FT HW | | | | | | |
| Bicycle Facilities Master Plan | | | East Main Canal Bike Path | | | | | | | |
| YCAT Transit System | | | N/A | | | | | | | |
| Issues: | | | | | | | | | | |
| Parks, Recreation and Open Space Element: | | | | | | | | | | |
| Parks and Recreation Facility Plan | | | | | | | | | | |
| Neighborhood Park: | | Existing: Marcus Park | | | | Future: Marcus Park | | | | |
| Community Park: | | Existing: Carver Park | | | | Future: Carver Park | | | | |
| Linear Park: | | Existing: East Main Canal | | | | Future: East Main Canal | | | | |
| Issues: | | | | | | | | | | |
| Housing Element: | | | | | | | | | | |
| Special Need Household: | | N/A | | | | | | | | |
| Issues: | | | | | | | | | | |
| Redevelopment Element: | | | | | | | | | | |
| Planned Redevelopment Area: | | | | | | | | | | |
| Adopted Redevelopment Plan: | | North End: | | Carver Park: | | None: | X | | | |
| Conforms: | | Yes | | No | | | | | | |
| Conservation, Energy & Environmental Element: | | | | | | | | | | |
| Impact on Air or Water Resources | | Yes | | No | X | | | | | |
| Renewable Energy Source | | Yes | | No | X | | | | | |
| Issues: | | | | | | | | | | |
| Public Services Element: | | | | | | | | | | |
| Population Impacts | | | Dwellings & Type | | Projected Population | Police Impact | Water Consumption | | Wastewater Generation | |
| Population projection per 2017-2021 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan: Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person | | | <i>Multi-Family</i> | | | | | | | |
| | | | Maximum | Per Unit | | Officers | GPD | AF | GPD | |
| | | | 22 | 1.9 | 42 | 0.08 | 8,653 | 9.7 | 2,926 | |
| | | | Minimum | | | | | | | |
| 9 | | 1.9 | 17 | 0.03 | 3,540 | 4.0 | 1,197 | | | |
| Fire Facilities Plan: | | Existing: Fire Station No. 1 | | | | Future: Fire Station No. 1 | | | | |
| Water Facility Plan: | | Source: | City | X | Private | | Connection: | 4 th Street 8" line | | |
| Sewer Facility Plan: | | Treatment: | City | X | Septic | | Private | | Connection: 4 th Street 6" line | |
| Issues: | | | | | | | | | | |
| Safety Element: | | | | | | | | | | |
| Flood Plain Designation: | | Zone AH | | | Liquefaction Hazard Area: | | Yes | X | No | |
| Issues: | | | | | | | | | | |

Growth Area Element:

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

NOTIFICATION

- Legal Ad Published: The Sun 8/19/23
- Display Ad Published: 8/19/23
- 660' Vicinity Mailing: 8/14/23
- 54 Commenting/Reviewing Agencies noticed: 6/13/23
- Site Posted: 7/6/23
- Neighborhood Meeting: 7/12/23
- Hearing Dates: 9/11/23
- Comments Due: 8/12/23

| External List | Response Received | Date Received | No Comment | Written Comments |
|---|--------------------------|----------------------|-------------------|-------------------------|
| Yuma Metropolitan Planning Organization (ARS) | NR | | | |
| Yuma County Engineering | NR | | | |
| Yuma County Flood Control District | NR | | | |
| Yuma County Planning & Zoning (ARS) | NR | | | |
| Yuma County Public Works | NR | | | |
| Yuma County Airport Authority | NR | | | |
| Yuma County Chamber of Commerce | NR | | | |
| Yuma County Assessor | NR | | | |
| Greater Yuma Econ. Development Corp. | NR | | | |
| Yuma County School Superintendent | NR | | | |
| YUHS District #70 (ARS) | NR | | | |
| Yuma Elementary School District #1 (ARS) | NR | | | |
| Crane School District #13 (ARS) | NR | | | |
| City of San Luis (ARS) | NR | | | |
| City of Somerton (ARS) | NR | | | |
| Imperial County, California (ARS) | NR | | | |
| Qwest Communications (ARS) | NR | | | |
| Arizona Public Service (ARS) | NR | | | |
| Time Warner Cable (ARS) | NR | | | |
| Southwest Gas (ARS) | NR | | | |
| Arizona Department of Transportation | NR | | | |
| Arizona Game & Fish Dept. | NR | | | |
| Arizona Department of Commerce (ARS) | NR | | | |
| Arizona State Attorney General (ARS) | NR | | | |
| Arizona Dept. of Water Resources (ARS) | NR | | | |
| Arizona State Land Department (ARS) | NR | | | |
| MCAS / C P & L Office (ARS) | Yes | 7/21/23 | X | |
| Bureau of Land Management (ARS) | NR | | | |
| US Border Patrol | NR | | | |
| US Postal Service | NR | | | |
| Quechan Tribal Office | NR | | | |
| Cocopah Indian Tribe | NR | | | |
| Yuma County Water Users' Association | NR | | | |
| Yuma Irrigation District | NR | | | |
| Yuma Mesa Irrigation Drainage District | NR | | | |
| Unit B Irrigation District | NR | | | |
| Yuma County Association of Realtor's | NR | | | |
| Yuma County Contractor's Association | NR | | | |
| AZ Society of Military Engineers (ASME) | NR | | | |

| | | | | |
|---|----|--|--|--|
| AZ Society of Civil Engineers (ASCE) | NR | | | |
| AZ Society of Professional Engineers (ASPE) | NR | | | |
| El Paso Natural Gas Co. | NR | | | |
| Western Area Power Administration | NR | | | |

| City of Yuma Internal List | Response Received | Date Received | No Comment | Written Comments |
|-----------------------------------|--------------------------|----------------------|-------------------|-------------------------|
| Chief Garrity, Police | NR | | | |
| Rod Hamilton, Police | NR | | | |
| Eric Urfer, Parks and Rec – Admin | NR | | | |
| David Wostenberg, City Engineer | NR | | | |
| Scott Nodes, Traffic Engineer | NR | | | |
| Andrew McGarvie, Engineering | NR | | | |
| Kayla Franklin, Fire – Prevention | Yes | 7/11/23 | X | |
| Randall Crist, Building Safety | NR | | | |
| Jeremy McCall, Utilities | NR | | | |
| Joel Olea, Public Works | NR | | | |
| NR=None Received | NR | | | |
| | | | | |

| Neighborhood Meeting | Comments Available |
|--|---------------------------|
| JULY 12 TH , 2023 | See Attachment C |
| Prop. 207 Waiver | |
| Received by Owner's signature on the application for this land use action request. | |

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

Date Held: July 12, 2023

Location: On-site

Attendees:

Public: John Ortega,

Applicant: Ubaldo Jaurez, Agent: Chris Morris

Staff: Jennifer Albers

SUMMARY OF ATTENDEE'S COMMENTS RELATED TO THE PROJECT:

- Applicant described project:
15 units, market rate 1,000 square foot 2 bedroom rentals,
similar look to new units on First Avenue.
Access will be from 4th Street with parking in rear and landscaping along Avenue A
Hopeful that new development will encourage owner improvements to other properties
- Concerns from public:
Too many units,
Would prefer to see homes similar to the neighborhood or at least a fewer number of
units in duplexes.
What happens in 20-30 years when the apartments start to run down

**ATTACHMENT D
NEIGHBOR NOTIFICATION LIST**

| OWNER | ADDRESS | CITY | ST | ZIP |
|--|-------------------------|-------------|-----------|------------|
| AGUAYO SAMANTHA M | 2440 W 11TH ST | YUMA | AZ | 85364 |
| ALSTON-LEGGETT MARCUS | 467 S AVE A | YUMA | AZ | 85364 |
| AMERICAN HOME BUYERS LLC | 1407 W CAMINO REAL | YUMA | AZ | 85364 |
| ANDERSON E W & ELIZABETH TRUST 4/2/76 | 976 S 5TH AVE | YUMA | AZ | 85364 |
| ANDERSON JAMES E & RAE L | 2291 S VALLEY VIEW WAY | YUMA | AZ | 85365 |
| BABCOCK JANICE A | 506 S 10TH AVE | YUMA | AZ | 85364 |
| BICKNELL LARRY A & NANCY A TRUST 3-20-01 | 1972 W 13TH PL | YUMA | AZ | 85364 |
| BOTELLO MARIA DE JESUS | 469 S AVENUE A | YUMA | AZ | 85364 |
| CAPETILLO JANIRA RODARTE | 1952 S 36TH DR | YUMA | AZ | 85364 |
| CAZARES SALVADOR SR & GLORIA M JT | 485 S AVENUE A | YUMA | AZ | 85364 |
| CHAVEZ OSCAR FRANK JR & MARIA DIANA | 3156 S 27TH WAY | YUMA | AZ | 85364 |
| CORTEZ IVAN S | PO BOX 873 | OCEANO | CA | 93475 |
| COVARRUBIAS JUAN M & GRISELDA JT | 4636 E COUNTY 13 3/4 ST | YUMA | AZ | 85365 |
| CROCKER GARY W & MARTHA | PO BOX 1233 | YUMA | AZ | 85366 |
| DE LA TORRE ELISA | 335 S 10TH AVE | YUMA | AZ | 85364 |
| DELCID MARY G & | 1301 S 11TH AVE | YUMA | AZ | 85364 |
| DURAN TERESA & ALFREDO | 361 S 10TH AVE | YUMA | AZ | 85364 |
| FCR PROPERTIES LLC | 1996 W 13TH LN | YUMA | AZ | 85364 |
| FIGUEROA VELIA | 510 S 10TH AVE | YUMA | AZ | 85364 |
| GARCIA JASMINA | 511 S 10TH AVE | YUMA | AZ | 85364 |
| GOMEZ JOSE LUIS ETAL | 364 S 9TH AVE | YUMA | AZ | 85364 |
| GOMEZ VICTOR M & MARIA H JT | 10709 E 36TH ST | YUMA | AZ | 85365 |
| GONZALES GEORGE T LIFE ESTATE | 461 S 10TH AVE | YUMA | AZ | 85364 |
| GONZALEZ JESUS H & ELIZABETH | 541 S 10TH AVE | YUMA | AZ | 85364 |
| GONZALEZ JOSE JUAN DELGADO | 945 W 3RD ST | YUMA | AZ | 85364 |
| GONZALEZ SABAS M | 449 S 10TH AVE | YUMA | AZ | 85364 |
| GUZMAN REYNA ALFONSA | 445 S 10TH AVE | YUMA | AZ | 85364 |
| HARP FAMILY TRUST 6-13-2017 | 10781 S BAJA ST | YUMA | AZ | 85367 |
| HERNANDEZ LUIS JESUS | 1404 W 8TH PL | YUMA | AZ | 85364 |
| HERNANDEZ RAMON E & YESENIA | 393 S 9TH AVE | YUMA | AZ | 85364 |
| HERNANDEZ RIGOBERTO & MARIA C JT | 355 S 9TH AVE | YUMA | AZ | 85364 |
| JIMENEZ MIGUEL ANGEL CABUTO | 926 W 4TH ST | YUMA | AZ | 85364 |
| JONE TYRONE P & VIRGINIA CPWROS | 4776 E HEAVENLY PL | YUMA | AZ | 85365 |
| JUAREZ MARIA A | 324 S 9TH AVE | YUMA | AZ | 85364 |
| LAMBERT ROSIE J | 502 S 10TH AVE | YUMA | AZ | 85364 |
| LOPEZ JUAN CORTEZ & DURAN MARIA RITA BELTRAN JT | 369 S 10TH AVE | YUMA | AZ | 85364 |
| LOPEZ MARCO A & MANUELA B JT | 465 S 10TH AVE | YUMA | AZ | 85364 |
| LUNA JAVIER ARELLANO & JACQUELINE MONTTOYA | 480 S 10TH AVE | YUMA | AZ | 85364 |
| MAGANA MARCO ANTONIO & MARIA CARMEN JT | 489 S AVENUE A | YUMA | AZ | 85364 |
| MCMILLAN JAMES | 344 S 9TH AVENUE | YUMA | AZ | 85364 |
| MEDINA ISRAEL | 979 W 3RD ST | YUMA | AZ | 85364 |
| MENDOZA JUAN | 538 MAE AVE | SALINAS | CA | 93905 |
| MILLER WAYMON | 410 S 10TH AVE | YUMA | AZ | 85364 |
| MONTTOYA LEOBARDO & CECILIA | 509 S AVENUE A | YUMA | AZ | 85364 |
| MORALES TERESA C | 508 S 10TH AVE | YUMA | AZ | 85364 |
| MORENO GONZALO & OLGA JT | 507 S AVENUE A | YUMA | AZ | 85364 |

| | | | | |
|---|----------------------------|----------|----|-------|
| NEBOCAT KARINA | 492 S 10TH AVE | YUMA | AZ | 85364 |
| NEGRETE JOSE | 346 S 9TH AVE | YUMA | AZ | 85364 |
| NG JESSICA | 3183 NICOLAS RD | LINCOLN | CA | 95648 |
| ORTEGA MARIA VICTORIA | 348 9TH AVE | YUMA | AZ | 85364 |
| OXLEY JOHN DAVID JR & DAWN CHRISTINE AB LIVING TRUST 8-6-2004 | 12384 S ABBOTT DOWNING WAY | NAMPA | ID | 83686 |
| PEREZ JOSE A & MARIA JT | 476 S 10TH AVE | YUMA | AZ | 85364 |
| PEREZ JOSE L & | 428 S 10TH AVE | YUMA | AZ | 85364 |
| PEREZ RAUL & LETICIA I | 479 S AVENUE A | YUMA | AZ | 85364 |
| PETROS JAMES R & MELISSA A JT | 131 CLIFFSIDE LANE | HUNKER | PA | 15639 |
| QUINONEZ FRANCISCO VICENTE | PO BOX 4510 | SAN LUIS | AZ | 85349 |
| RAMIREZ INEZ AMALIA | 396 S 9TH AVE | YUMA | AZ | 85364 |
| RAMOS ROBERT V & OLGA M TRUST 11-16-78 | PO BOX 51 | YUMA | AZ | 85366 |
| RICO STEVEN A & IRMA JT | 521 S 10TH AVE | YUMA | AZ | 85364 |
| ROBLEDO VICTOR DANIEL ABREGO | 510 S AVENUE A | YUMA | AZ | 85364 |
| ROSE OF SHARON CHURCH OF GOD IN CHRIST | 1320 W 13TH ST | YUMA | AZ | 85364 |
| SANCHEZ RAFAEL PEREZ & | 9621 FELDSPAR AVE | YUMA | AZ | 85364 |
| THOMPSON CLEAMERS | 381 S 9TH AVE | YUMA | AZ | 85364 |
| TRUJILLO ARMANDO & MARIA ELENA JT | 443 S 10TH AVE | YUMA | AZ | 85364 |
| UBLA PROPERTIES LLC | 12172 E VIA LOMA VISTA #41 | YUMA | AZ | 85367 |
| VARGAS MARICELA | 516 S AVE A | YUMA | AZ | 85364 |
| VILLA JOSE R | 995 W 3RD ST | YUMA | AZ | 85364 |
| VILLEGAS MANUEL | 337 S 10TH AVE | YUMA | AZ | 85364 |
| WILSON VIOLA | 421 S 10TH AVE | YUMA | AZ | 85364 |
| YUMA CITY OF | ONE CITY PLAZA | YUMA | AZ | 85364 |
| YUMA COUNTY FLOOD CONTROL DISTRICT | 2351 W 26TH ST | YUMA | AZ | 85364 |
| YUMA ELEMENTARY SCHOOL DISTRICT #1 | 450 W 6TH ST | YUMA | AZ | 85364 |
| YUMA UNION HIGH SCHOOL DIST # 70 | 3150 S AVENUE A | YUMA | AZ | 85364 |
| ZAMORA MAXIMO R & LETICIA TRUST 4-1-2009 | 513 S 16TH AVE | YUMA | AZ | 85364 |
| ZAMORA RAFAEL & TERESA | 481 S 10TH AVE | YUMA | AZ | 85364 |
| ZAVALA MARY J | 470 S 10TH AVE | YUMA | AZ | 85364 |
| ZUNIGA JOSE LUIS & | 373 S 10TH AVE | YUMA | AZ | 85364 |

**ATTACHMENT E
AERIAL PHOTO**



RESOLUTION NO. 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

WHEREAS, the General Plan of the City of Yuma was adopted in 2022 by Resolution R2022-011 for the orderly and balanced development of lands through efficient and systematic land use planning; and,

WHEREAS, the General Plan provides a vision of development into the future based on existing development, the needs of the community, and the desires of property owners; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on September 11, 2023 for General Plan Amendment Case No. GP-41505-2023, regarding the request to amend the General Plan; and,

WHEREAS, due and proper notice of the public hearings were given in the time, form, substance and manner as provided by law, including publication of such notice in The Sun on August 19, 2023, and September 16, 2023; and,

WHEREAS, as the community grows and prospers, it may be necessary to amend the General Plan to reflect development trends and opportunities; and,

WHEREAS, the proposed General Plan Amendment meets the goals and objectives of the General Plan, and retains an adequate mixture and balance of land uses.

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

SECTION 1: Resolution R2022-011, the City of Yuma 2022 General Plan, is amended to change the land use designation of the real property depicted with crosshatching in Exhibit A, attached and by this reference made a part of this Resolution, from Public/Quasi-Public to High Density Residential.

Adopted this _____ day of _____, 2023.

APPROVED:

Douglas J. Nicholls
Mayor

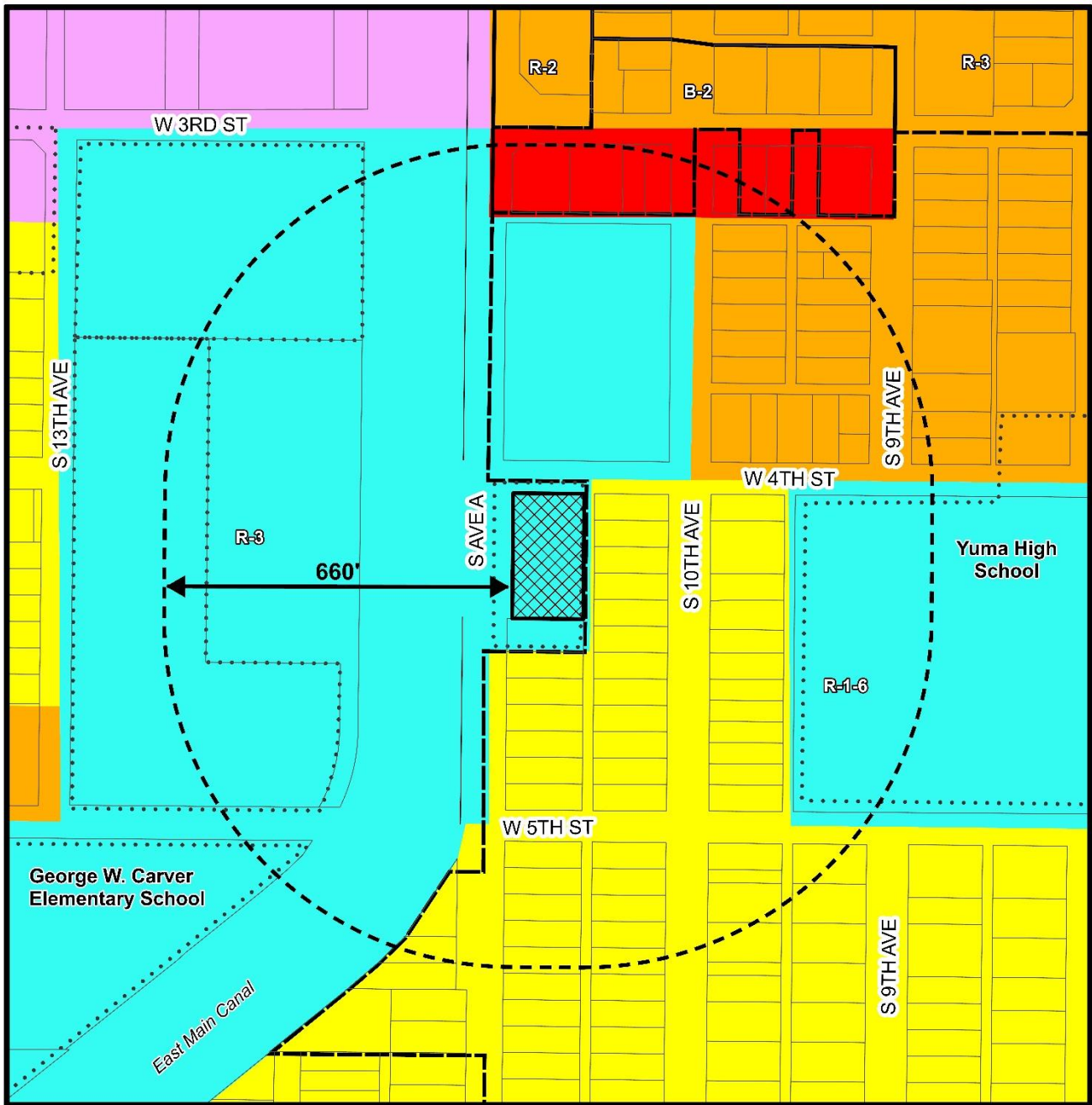
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



GENERAL PLAN - LAND USE

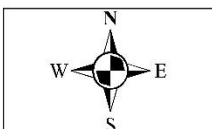
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Commercial
- Public/Quasi-Public

LOCATION MAP

- LOCATION OF SUBJECT PROPERTY
- NOTIFICATION AREA

ZONING DISTRICTS

- B-2 - General Commercial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-2 - Medium Density Residential
- R-3 - High Density Residential
- Public Overlay District



Prepared by: DG

Checked by: JA



Date: 6/1/2023

Revised:

Revised:

Case #:

GP-41505-2023