



# City of Yuma City Council Meeting Agenda

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Wednesday, October 16, 2024

5:30 PM

Yuma City Hall Council Chambers  
One City Plaza, Yuma

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

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

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

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

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

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

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **FINAL CALL**

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

## ROLL CALL

### I. PRESENTATIONS

- *Downtown Yuma Merchants Association Update*

### II. MOTION CONSENT AGENDA

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

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

1. [MC 2024-168](#) **Regular Council Worksession Draft Minutes September 17, 2024**

Attachments: [2024 09 17 RWS Minutes](#)

2. [MC 2024-169](#) **Regular Council Worksession Draft Minutes October 1, 2024**

Attachments: [2024 10 01 RWS Minutes](#)

#### B. Executive Sessions

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

#### C. Approval of staff recommendations:

1. [MC 2024-155](#) **Liquor License: Angry Italian**  
Approve a Series #12: Restaurant Liquor License application submitted by James Owens, agent for Angry Italian located at 2680 S. 4th Ave. (LL24-13) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments: [1. MAP Liquor License: Angry Italian](#)

2. [MC 2024-156](#)**Liquor License: Mariscos El Navegante 2**

Approve a Series #12: Restaurant Liquor License application submitted by Jesus Ortiz Paez, agent for Mariscos El Navegante 2 located at 1651 S. 4th Avenue. (LL24-15) (City Administration/City Clerk) (Lynda L. Bushong)

**Attachments:**

[1. MAP Liquor License: Mariscos El Navegante 2](#)

3. [MC 2024-157](#)**Bid Award: Backflow Assembly Testing and Repair Services**

Award to the most responsive and responsible bidder a one-year contract for backflow assembly testing, inspections, and repair services with an option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, for an estimated \$22,000.00 annually to Metro Fire Equipment, Inc., Gilbert, Arizona. (Building Safety-RFB-25-014) (Randall Crist/Robin R. Wilson)

4. [MC 2024-158](#)**Bid Award: Replacement of Manufactured Home with HOME Investment Partnerships Act Funding**

Authorize award of bid to replace a manufactured home under the Neighborhood Services Housing Rehabilitation Program to the lowest responsive and responsible bidder in the amount of \$110,398.00 to Easy Living Lifestyles, LLC. (Planning & Neighborhood Services) (Nikki Hoogendoorn)

5. [MC 2024-159](#)**Bid Rejection: Mesa Heights Neighborhood Visual Improvement Program VIP-004**

Pursuant to the Yuma City Code § 36-36, reject all bids received for the Mesa Heights Neighborhood Visual Improvement Program - Metro Mobile Project due to incomplete bid submittals (Planning and Neighborhood Services/Neighborhood Services) (Nikki Hoogendoorn)

6. [MC 2024-160](#)**Request for Qualifications (RFQ) Award: City-Wide Vehicle Purchases**

Authorize the City Administrator to execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, with the following qualified vendors: Alexander Ford Lincoln, Yuma, Arizona; Chapman Chevrolet Buick GMC, Yuma, Arizona, Lamb Chevrolet, Prescott, Arizona and Sanderson Ford of Glendale, Arizona. (Public Works/Fleet-RFQ-24-245) (Joel Olea)

7. [MC 2024-161](#)      **Cooperative Purchase Agreement: Painting Services for City Hall and Public Works Building**

Authorize the use of a cooperative purchase agreement initiated by the Yuma Educational Materials Management Consortium to obtain painting services for City Hall and the Public Works building at an estimated cost of \$155,100.00 to MC Custom Painting LLC, Yuma, Arizona. (CPA-23-251-Building Safety) (Justin Lewis/Robin R. Wilson)
8. [MC 2024-162](#)      **Cooperative Purchase Agreement: Ground & Turf Maintenance Equipment**

Authorize the purchase of various Ground and Turf Maintenance Equipment from: RDO Equipment, Yuma, Arizona; Stotz Equipment, Avondale, Arizona; Felling Trailers, Sauk Centre, Minnesota; Simpson Norton, Goodyear, Arizona utilizing Sourcewell and Mohave Education Services cooperative purchase agreements, at an estimated expenditure of \$403,245.28 (Parks & Recreation-CPA-25-133 (Eric Urfer/Robin R. Wilson)
9. [MC 2024-163](#)      **Cooperative Purchase Agreement: Fire Service Apparatus**

Authorize the purchase of one Skeeter Emergency Vehicle 2025 Ford F-550 Type 5 Rescue Vehicle, utilizing the cooperative purchase agreement originated by the Houston-Galveston Area Council, at a cost of \$374,330.79 to: Hughes Fire Equipment, Inc., Springfield, Oregon (Fire Department-CPA-25-138) (Dustin Fields/Robin R. Wilson)
10. [MC 2024-164](#)      **Sole Source: Human Resources Software Subscription Supplement**

Authorize additional modules of Software Subscription from Governmentjobs.com, dba NeoGov, El Segundo, California, for a one-year estimated expenditure of \$210,000.00. (Information Technology-SS-25-002) (Isaiah Kirk/Monica Welch/Robin R. Wilson)
11. [MC 2024-165](#)      **Begin Negotiating Terms of the Hotel Del Sol Development Agreement**

Authorize the City Administrator and City staff to begin negotiating the terms of a development agreement with Kalthia Group Hotels from San Diego, California, for the redevelopment of the Hotel del Sol and former Alsco properties. (Engineering RFQ-24-200) (David Wostenberg/Robin R. Wilson).

12. [MC 2024-166](#)**Final Plat: Santana Unit 1 Subdivision**

Approve the final plat for the Santana Unit 1 Subdivision, located at the northwest corner of 34th Street and Avenue 7¾ E Alignment (SUBD-043214-2024) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**[1. P&Z RPT Final Plat: Santana Unit 1](#)[2. PLAT Final Plat: Santana Unit 1](#)13. [MC 2024-167](#)**Adoption of the Updated City of Yuma Strategic Plan**

Adopt the updated 2024 - 2029 City of Yuma Strategic Plan. (Administration) (Jay Simonton/Jennifer Reichelt)

**Attachments:**[1. City of Yuma Strategic Plan](#)**III. RESOLUTION CONSENT AGENDA**

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

1. [R2024-055](#)**Intergovernmental Agreement: Yuma Union High School District #70 - Joint Use of Facilities**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current Joint Use of Facilities Program with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**Attachments:**[1. RES IGA: YUHSD Joint Use of Facilities](#)[2. AGMT IGA: YUHSD Joint Use of Facilities](#)2. [R2024-056](#)**Intergovernmental Agreement: Yuma Union High School District #70 - Cibola Softball Complex**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current maintenance and use of the Cibola High School Softball Complex with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**Attachments:**[1. RES IGA: Cibola Softball Complex](#)[2. AGMT IGA: Cibola Softball Complex](#)

3. [R2024-057](#)**Intergovernmental Agreement: Yuma Union High School District #70 - Sunrise Optimist Park**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current maintenance and use arrangement of the Sunrise Optimist Park with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**Attachments:**[1. RES IGA: Sunrise Optimist Park](#)[2. AGMT IGA: Sunrise Optimist Park](#)4. [R2024-058](#)**Preannexation Development Agreement: Contreras APN-631-56-157**

Authorize a Preannexation Development Agreement with Jose A. Contreras for Assessor Parcel Number 631-56-157 located on 5th Street, west of Avenue C. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**[1. RES PDA: Contreras APN 631-56-157](#)[2. AGR PDA: Contreras APN 631-56-157](#)5. [R2024-059](#)**License Agreement: Cactus State Utility Operating Company, LLC**

Approve a license agreement with Cactus State Utility Operating Company, LLC (Cactus State) for operation and maintenance of wastewater utility infrastructure within City right-of-way. (City Administration) (Jay Simonton)

**Attachments:**[1. RES License Agreement](#)[2. AGMT License Agreement](#)**IV. ADOPTION OF ORDINANCES CONSENT AGENDA**

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

1. [O2024-033](#)**Rezoning of Property: 733 S. Clifford Way**

Approve the rezoning of three parcels, totaling approximately 48,207 square feet in size, from the Manufactured Housing Subdivision (MHS) District to the Medium Density Residential (R-2) District, located at 733 S. Clifford Way, Yuma, AZ. (ZONE-42944-2024)(Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**

- [1. P&Z RPT Rezone of Property: 733 S. Clifford Way](#)
- [2. ORD Rezone of Property: 733 S. Clifford Way](#)

2. [O2024-034](#)**Text Amendment: Outdoor Lighting Standards**

Amend Title 15, Chapter 154, to update development standards for outdoor lighting. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**

- [1. P&Z RPT Text Amendment: Outdoor Lighting](#)
- [2. ORD Text Amendment: Outdoor Lighting](#)

**V. INTRODUCTION OF ORDINANCES**

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

1. [O2024-035](#)**3rd Street Right-of-Way Acquisition**

Approval of right-of-way acquisition from Yuma County for 3rd Street from east of 27th Drive to Avenue B, a distance of approximately 700'. (Engineering) (Steve Wilson/ Dave Wostenberg).

**Attachments:**

- [1. ORD ROW Acquisition: 3rd Street](#)
- [2. DEED ROW Acquisition: 3rd Street](#)

2. [O2024-036](#)**Acceptance of Shaw Field**

Accept Shaw Diversified Services, Inc.'s ("Shaw") donation of Shaw Field to the City of Yuma. (City Administration) (Jay Simonton).

**Attachments:**

- [1. ORD to Accept Shaw Field](#)

3. [O2024-037](#) **Right-of-Way Acquisition: Pedestrian Hybrid Beacon Signals**

Approval of Right-of-Way Acquisition to install five Pedestrian Hybrid Beacon Signals (High-intensity Activated crossWalk Signals, commonly known as HAWK's) to improve pedestrian safety. (Engineering) (Dave Wostenberg)

**Attachments:**

[1. ORD ROW Acquisition: HAWK Signals](#)

[2. EXHIBIT A-B ROW Acquisition: HAWK Signals](#)

4. [O2024-038](#) **Tender Offer: Purchase of Certain Obligations of the City**

Adopt an ordinance approving a tender offer with respect to the purchase of certain obligations of the City (Administration) (Jay Simonton/Douglas Allen)

**Attachments:**

[1. SUPP DOCS Excerpts from Bond Buyback Presenation](#)

[2. Notice Filing - Tender Offer](#)

[3. Dealer Manager Agreement](#)

[4. ORD Tender Offer Approval](#)

## VI. PUBLIC HEARING AND RELATED ITEMS

1. [R2024-054](#) **General Plan Amendment: Southeast corner of Avenue A and 16th Street**

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Mixed Use and Low Density Residential to High Density Residential, for the property located at the southeast corner of Avenue A and 16th Street. (GP-42762-2024) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**

[1. PZ RPT GP AMENDMENT: SEC AVE A AND 16TH ST](#)

[2. RES GP AMENDMENT: SEC AVE A & 16TH ST](#)

## VII. 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 October 3, 2024 through October 16, 2024. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

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

### 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.

## VIII. SUMMARY OF CURRENT EVENTS

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

## IX. CALL TO THE PUBLIC

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

**X. EXECUTIVE SESSION**

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

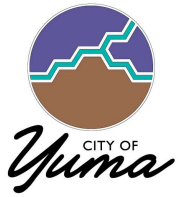
A. Discussion, consultation with and/or instruction to legal counsel concerning the potential sale and acquisition of real properties. (A.R.S. § 38-431.03 A3, A4 & A7)

B. Discussion, consultation with and/or instruction to legal counsel regarding a contract matter. (A.R.S. 38-431.03 A3, A4 & A7)

C. Discussion, consultation with and/or instruction to legal counsel concerning A.R.S. § 16-1019. (A.R.S. § 38-431.03 A3, A4 & A7)

**ADJOURNMENT**

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



# City of Yuma

## City Council Report

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**File #:** MC 2024-168

**Agenda Date:** 10/16/2024

**Agenda #:** 1.

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**Regular Council Worksession Draft Minutes September 17, 2024**

**MINUTES**  
**REGULAR CITY COUNCIL WORKSESSION**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS - YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**September 17, 2024**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the Regular City Council Worksession to order at 5:33 p.m.

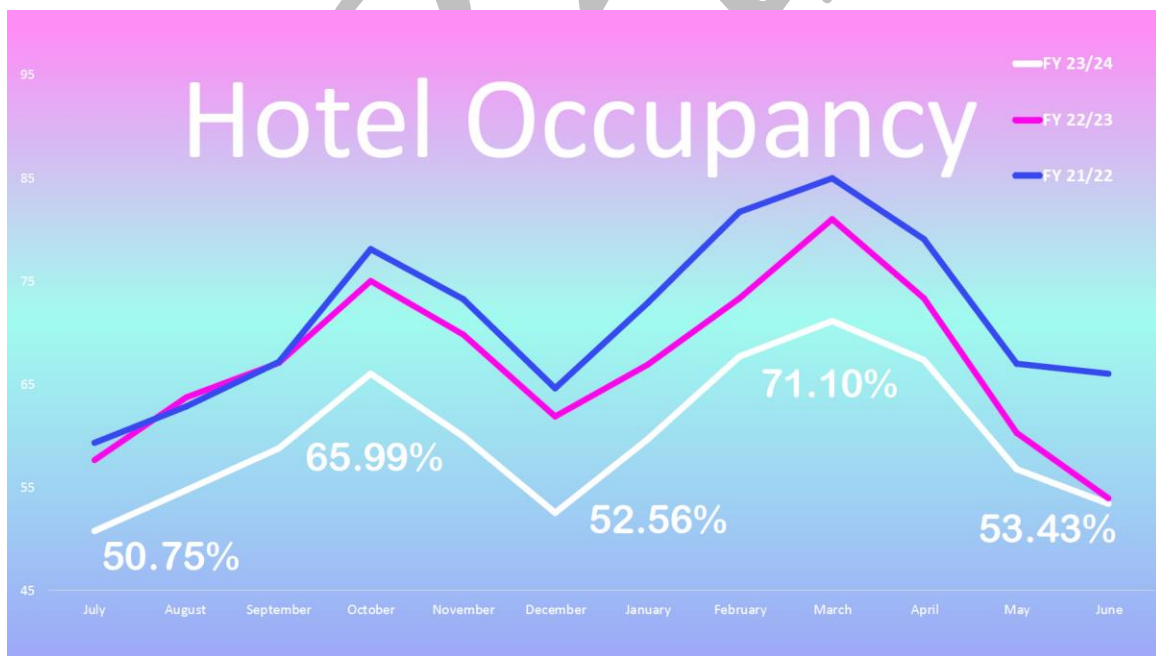
Councilmembers Present: Morales, Smith, McClendon, Morris, Shoop, Shelton, and Mayor Nicholls  
Councilmembers Absent: None  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Director of Utilities, Jeremy McCall  
Various department heads or their representatives  
City Attorney, Richard W. Files  
Deputy City Clerk, Janet L. Pierson

**I. VISIT YUMA ANNUAL PRESENTATION**

**Marcus Carney**, Executive Director of Visit Yuma, presented Visit Yuma's annual update as follows:

- Strategic Planning
  - Support Destination Enhancing Asset Development
  - Advocate for the Revitalization of Downtowns, Riverfront and Entryways
  - Work to Encourage Community-Wide Adoption of the Yuma Brand
  - Build Organizational Capacity and Impact
- Membership
  - Membership – 354
  - Dining – 63
  - Accommodations/RV Parks - 54
- Annual Meeting
  - 130 people attended
- Electric Light Parade
  - Saturday, December 14, 2024
  - “Fantasy and Fairytales” theme
- Sales
  - 1,975 Booked Room Nights
  - \$321,000 in revenue
- Visitor Center
  - 10,000 annual visitors
  - Gift shop sells items made by Yuma creators and businesses
- Sunshine Award
  - Frontline customer service award
  - Will be awarded to four individuals each year

- Film
  - Reimplementation of tax credit for productions filmed in Arizona
  - Arizona is not seeing the production right now that they did a few years ago, and progress will likely be slow
  - CK Productions – “Backyard / Desert”
    - A seven-person crew came to Yuma in July and stayed for a week, and a larger crew of about 30 will return for a month
- Marketing and Public Relations
  - Hello. I’m Yuma.
  - Upcoming sports-focused advertisement
- Social Media
  - Adjusting strategy from creating content to working with others who tell their own stories about Yuma
    - the\_az\_explorer and wildjoyexperiences
- Visitor Guide
  - Released annually in November
- Hello. I’m Yuma.
  - Videos have received 211,000 views on YouTube
- Economic Impact of Travel
  - Travel-related spending was \$586.3 million in 2022
  - The Arizona Office of Tourism reported that tourism spending reduced the tax burden by an average of \$889 per resident statewide in 2023
- Hotels
  - Hotel Occupancy



- Hotel Average Daily Rate

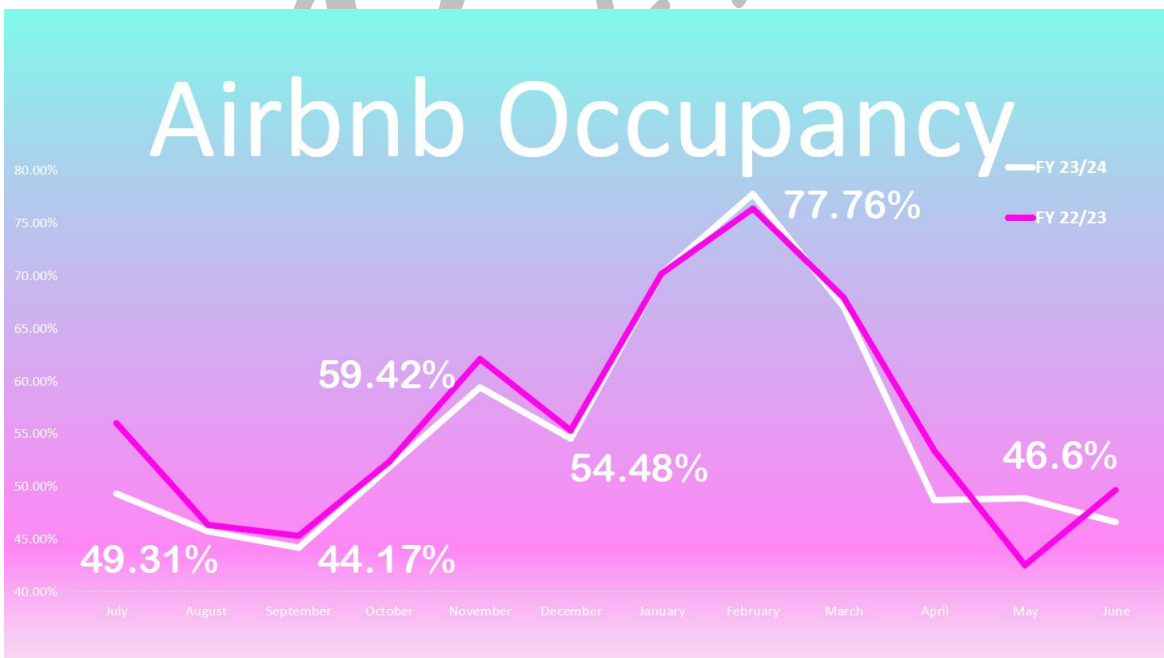


- Hotel Revenue

- FY 2024 - \$88,780,625
- FY 2023 - \$105,866,229
- FY 2022 - \$90,559,645

- Airbnb

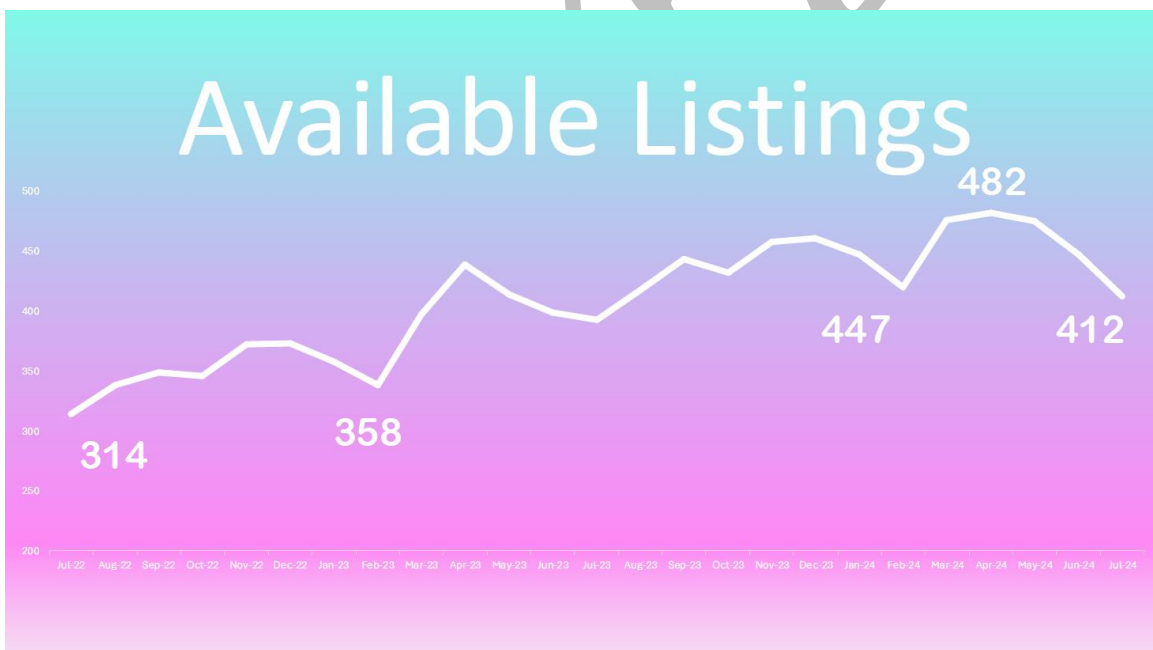
- Airbnb Occupancy



○ Airbnb Average Daily Rate



○ Airbnb Available Listings



○ Revenue

- FY 2024 - \$17,969,475
- FY 2023 - \$7,795,516

- Partnerships
  - Focus on working with people in the community and across the state, including:
    - Arizona Lodging and Tourism Association
    - Yuma Union High School District
    - Arizona Office of Tourism
    - Yuma Regional Medical Center
    - Greater Yuma Economic Development Corporation
- Semiquincentennial
  - Various events and activities will be taking place throughout Arizona to celebrate the 250<sup>th</sup> birthday of the United States
- Storytelling
  - Utilize storytellers, rather than companies or brands, to share the spirit of Yuma

### Discussion

- Visit Yuma will work to develop programming based on the input received in the development of the 2024-2026 Strategic Plan, and bring together organizations in the community with similar interests to achieve larger goals (**Morales/Carney**)
- A bill allowing the formation of Tourism Business Improvement Districts (TBIDs), which will hopefully be coming forward this year, would help provide communities with event funding (**Morales/ Carney**)
- Visit Yuma encourages and would be supportive of private entities interested in investing in or building venues, or attractions that would elevate Yuma's status as a destination (**Shoop/Carney**)
- Some organizations are not interested in bringing their events to Yuma because our population base is not large enough or due to a lack of facilities of sufficient size (**Shelton/Carney**)
- In 2019, Yuma was recognized as the most patriotic city in Arizona due to its high percentage of current and former service members; this is something that can be highlighted as a part of Yuma's story leading up to the Semiquincentennial (**Morris/Carney**)
- Airbnbs are subject to the 2% hospitality tax (**Smith/Carney/Simonton**)
- Visit Yuma is investing in a few more data sources for next year to help understand who Yuma's winter visitors are, where they come from, and how they are changing (**Mayor Nicholls/Carney**)

## **II. FIRST THINGS FIRST PROGRAM**

**Zahid Plantillas**, Community Engagement Coordinator for First Things First, provided the following overview of First Things First and discussion of their community engagement priorities and early childhood education issues:

- What Does First Things First Do?
  - In November 2006, Arizona voters passed Proposition 203, a ballot initiative that created the Arizona Early Childhood Development and Health Board
  - First Things First (FTF)
    - Advocates (Community Engagement)
    - Consults (Regional Partnership Council)
    - Lobbies (Government Affairs)
    - Funds Programs/Strategies (Regional)
  - The FTF Yuma Regional Partnership Council is comprised of community members who vote on how FTF spends its funds in Yuma

- Expanding the Audience Through Engagement
  - Inspire community support for early childhood
  - Change how people think about, talk about, and take action in support of early childhood
  - Engage the business community, leadership, and workforce development
- Arizona Does Not Work if Childcare Does Not Work
  - High quality childcare is a smart investment for Arizona employers
  - Inadequate options for reliable childcare takes a heavy toll on Arizona's working parents, employers and state revenues



- The Business Case for Childcare
  - 60% of young children in Arizona live in households where all adults work
  - Childcare challenges cost \$1.7 billion annually to Arizona's economy
  - 48% of Arizona is considered a childcare desert, which refers to rural and urban areas where there are too few licensed slots for the number of children who need care
  - Quality early learning leads to school success and creates more qualified employees and workforce
  - The cost of childcare has outpaced inflation 6:1
- Local leadership
  - Local leadership can support FTF by bringing awareness to FTF and spreading its message by speaking at events, sharing posts, and making sure FTF is seen in the community
- Childcare Calculator
  - Brings awareness to the annual financial loss caused by childcare issues, broken down by:
    - Lost wages due to parent absences
    - Indirect and direct losses to business
    - Replacement cost for employees who quit due to lack of childcare
- Support Team
  - Regional Director, Rudy Ortiz
  - Community Engagement Coordinator, Zahid Plantillas
  - Program Coordination Specialist, Diana Ortega
- Engagement Opportunities
  - Use your platform to advocate for FTF
  - Presentations to groups, boards, clubs, town halls, tours
  - Sharing FTF materials in your business
  - Statements of Support, Op-eds in local news outlets
  - Regional Partnership Council
  - GYEDC Yuma County Early Childhood Crisis Task Force
  - Invite us to your events

Discussion

- First Things First focuses on helping children from birth through five years of age, when 90% of all brain development happens (**Morales/Plantillas**)

**III. UTILITIES DEPARTMENT UPDATE**

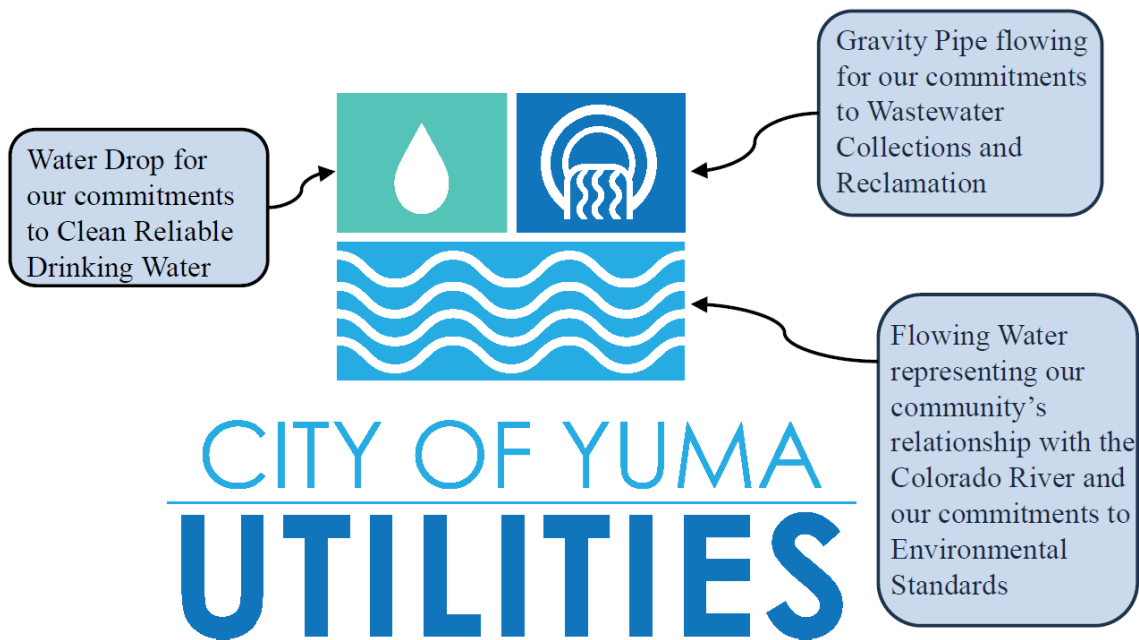
**McCall** presented the following update regarding the Utilities Department:

- Water and Sewer Commission
  - Members act as a liaison between the City and residents on subjects including:
    - Utility Capital Improvements
    - Bond Issues
    - Rate Schedules
    - System Policies
- City Utilities Department
  - Two Enterprise Funds
    - Water
    - Wastewater
  - 14 Divisions

Water	Wastewater
Main Street	Figueroa Avenue
Agua Viva	Desert Dunes
Distribution	Collections
Customer Service	Pretreatment
Supervisory Control and Data Acquisition (SCADA)	SCADA
Laboratory	Laboratory
Administration	Administration

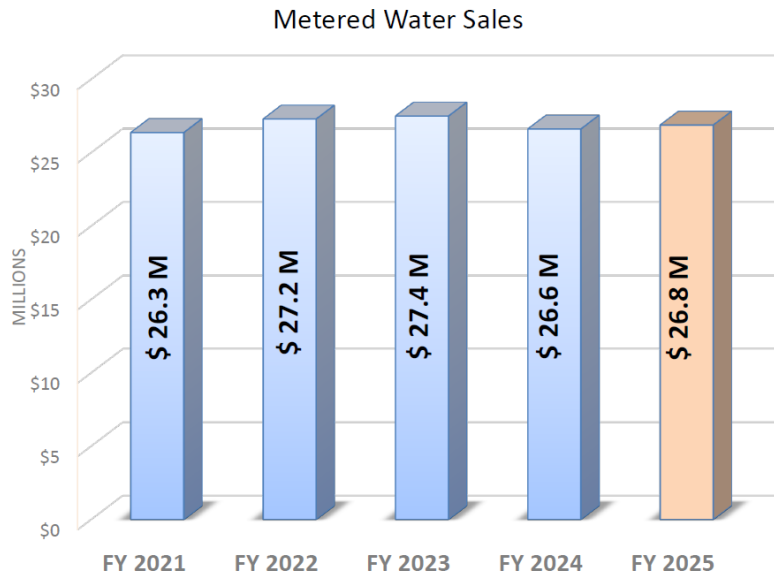
- Assets
  - Water
    - Main Street Water Plant
    - Agua Viva Water Plant
    - 522 Miles of Water Piping
    - 17,250 Water Valves
    - 4,000 Fire Hydrants
    - 24,000 Water Meters
    - Dedicated Computerized Control Network - SCADA
  - Wastewater
    - Figueroa Avenue Wastewater Plant
    - Desert Dunes Plant
    - Jackrabbit Mesa Plant
    - 410 Miles of Wastewater Lines
    - 5,810 Manholes
    - 26 Wastewater Lift Stations

- Department Staff
  - 158 Employees
    - 148 Full-Time Employees
    - 10 Part-Time Employees
  - 92 positions require a certification or degree
- New Utilities Department Emblem

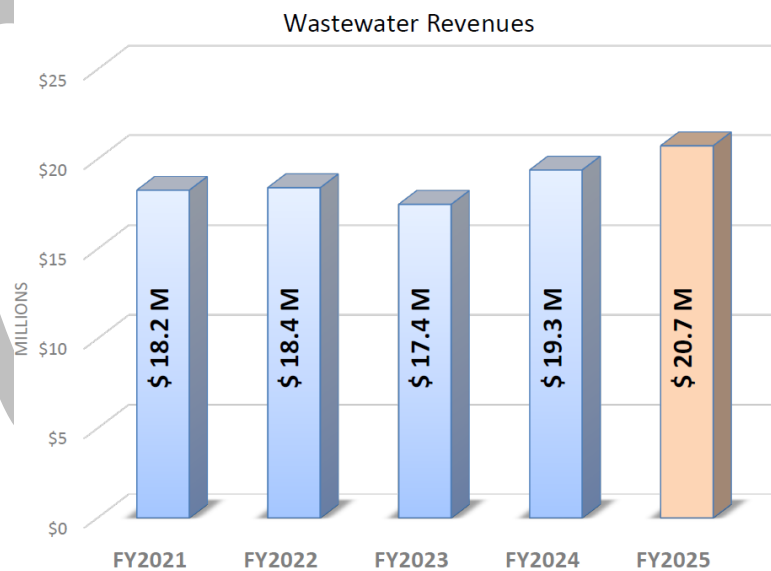


- Operator-In-Training (OIT) Program and Apprenticeships
  - 68 of the 158 positions within Utilities are available through the OIT Program
  - Apprentice positions start at \$39,834 per year
  - If professional achievements are met and required tests are passed, those positions would be earning at least \$67,353 after completing three years of the program
- Utility Customer Base
  - 34,509 water accounts
    - 89% Residential (29,509)
    - 11% Commercial (3,488)
    - 0.1% Industrial (35)
  - 7.22 billion gallons of water consumed in 2023
    - Residential - 340 gallons per day (gpd)
    - Commercial - 2,515 gpd
    - Industrial - 27,727 gpd
- Operational Trends
  - Water sales are down approximately 3% compared to 2022 due in part to conservation efforts
    - Access to water is not currently restricted, but wise water use is being encouraged
- Water Funds
  - Water Fund
    - \$30.4 million projected revenues
    - \$24.5 million projected expenses
    - \$36.6 million fund balance

- Water Capacity Fund
  - \$2.8 million revenues
  - \$9.9 million fund balance



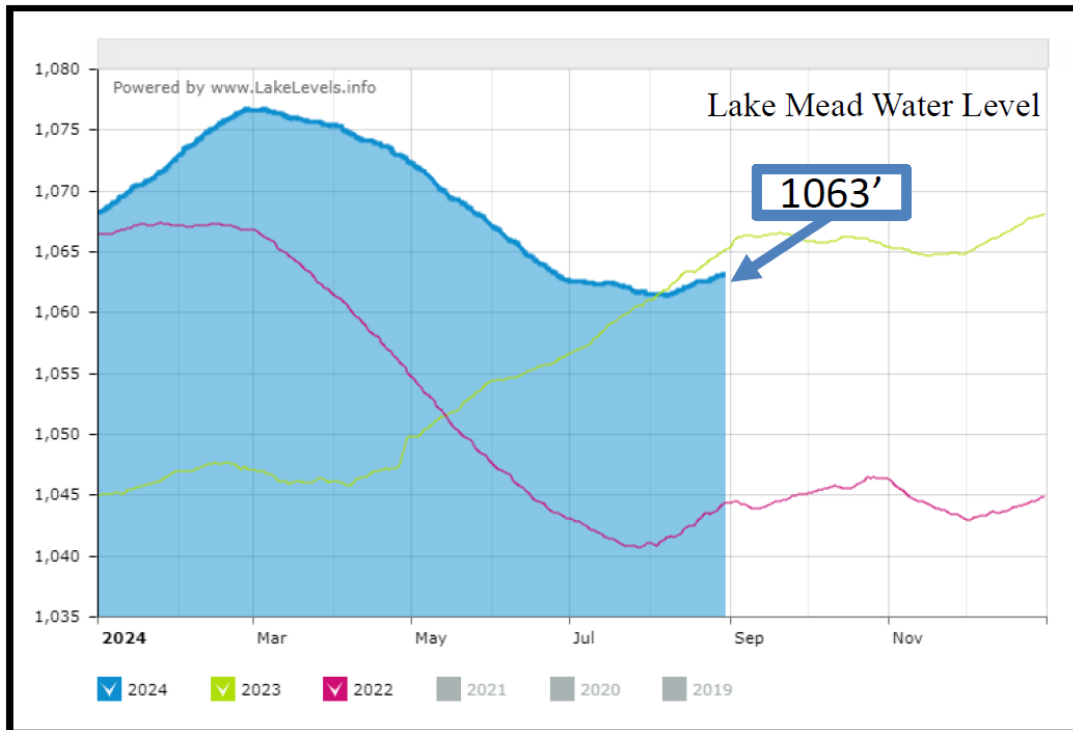
- Wastewater Funds
  - Wastewater Fund
    - \$20.7 million projected revenues
    - \$22.9 million projected expenses
    - \$30.5 million fund balance
  - Wastewater Capacity Fund
    - \$2.8 million revenues
    - \$16.1 million fund balance



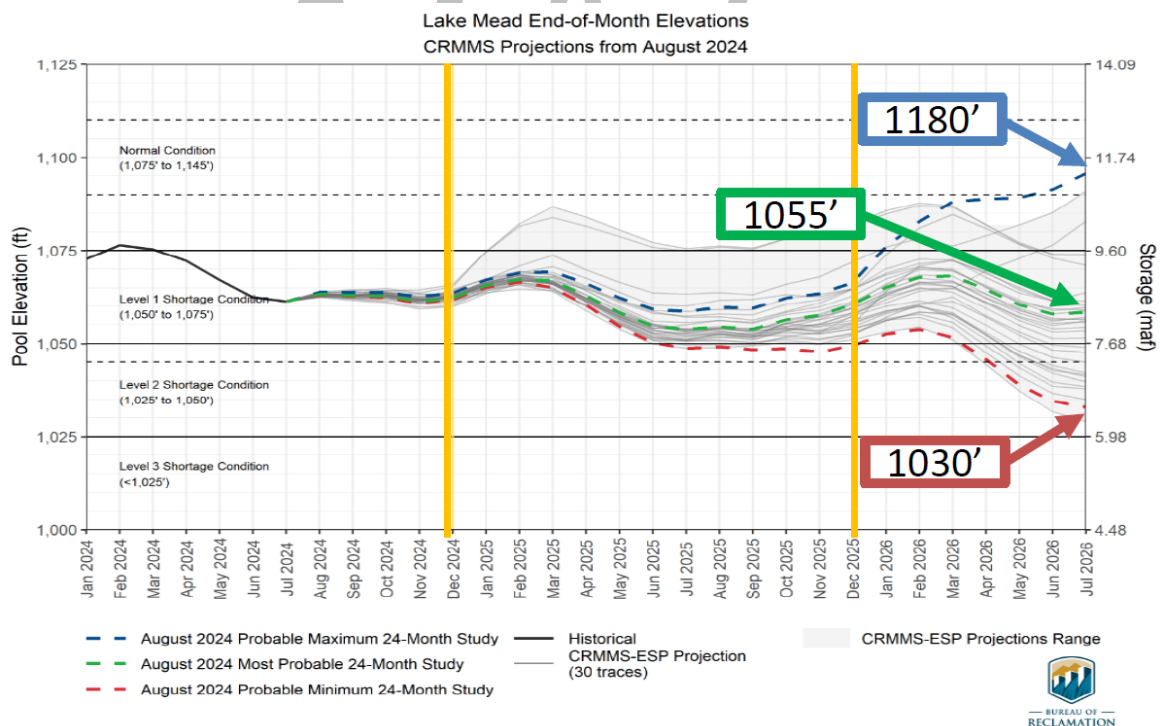
- Key Performance Indicators (KPI) and Benchmarking

Performance Measure	Objective	FY 2024
<b>Strategic Outcome</b>	<b>Respected &amp; Responsible</b>	
Percentage reduction of water consumption per capita per year	Provide for water conservation, identify unwarranted usages, and ensure future water securities.	<b>4.85%</b>
Exceed industry standards for unaccounted water loss	Manage water infrastructure to exceed industry standards for water loss and minimize the impacts of water shortages.	<b>7.00%</b>
<b>Strategic Outcome</b>	<b>Safe &amp; Prosperous</b>	
Number of workplace accidents/injuries	Provide a safe accident-free workplace, identify hazards, and ensure staff go home healthy.	<b>1</b>
<b>Strategic Outcome</b>	<b>Connected &amp; Engaged</b>	
Percentage of customer water quality inquires resolved	Respond to customer water quality inquires, educate our customers by fully answering their questions, and provide assurance of water quality.	<b>100%</b>
Provide Utility Assistance to customers who are in financial need	Partner with WACOG to administer utility assistance program for qualifying community members for low income and emergency assistance.	<b>312</b>
Provide modern methods and approaches for utility payments options	Ensure we are providing various modern and up to date payment options for customers.	<b>359,532</b>

- Customer Interactions
  - 359,000 interactions
    - 78.5% Invoice Cloud (282,000)
    - 13.5% In Person (49,000)
    - 7.5% Lockbox Service (27,000)
    - 0.5% Kiosk (1,000)
  - 359,000 payments
    - 57% Bank Draft (206,000)
    - 27% Check (97,000)
    - 9% Other (32,000)
    - 6% Cash (23,000)
    - 0.3% Automated Clearing House / Electronic Funds Transfer (1,000)
- Drought and the Colorado River System
  - The Colorado River is expected to be in good condition in 2025 and no changes are needed at this time
  - Lake Mead's water level is 1,063 feet



- Lake Powell reached its highest elevation for water year 2024 at 3,587.17 feet above sea level
  - This is three feet higher than 2023, and 48 feet higher than 2022
- Drought Forecasts
  - Yuma does not have any restrictions or limitations on water use, even at the lowest predicted level in July 2026



- Water Conservation
  - Two current regulations guide Colorado River operations:
    - 2007 Interim Guidelines
    - 2019 Drought Contingency Plan
  - A third regulation is in the works
    - Post 2026 Regulations
  - Previous Federal Shortage Declarations
    - August 2021 – Tier 1
    - August 2022 – Tier 2
    - August 2023 – Tier 1
    - August 2024 – Tier 1
  - Water Shortage Tiers
    - Tier 1 = reduction of 512 acre feet (af)
    - Tier 2a = reduction of 592 af
    - Tier 2b = reduction of 640 af
    - Tier 3 = reduction of 720 af
  - The City has a Drought Preparedness and Response Plan that was created in 2022
    - Four Stages
      - Warning
      - Alert
      - Crisis
      - Water Emergency
    - Outreach and Education Focus
    - City Participation
      - City departments are asked to assess their use of water and reduce consumption wherever possible
- Department Outreach
  - Water Conservation
  - Water Festival
    - Partnership with the University of Arizona
    - 194,856 students have participated statewide since 2000
    - Every November, 400-600 Yuma area students learn about water cycles, groundwater, and water conservation
  - Consumer Confidence Report
  - Fats, Oils, and Grease (FOG) Program
  - Water Week
  - Water Video
- 2025 Capital Projects
  - Wastewater Fund
    - Desert Dunes Expansion
    - Avenue 4E Sewer Project (36th Street to 28th Street)
    - Rancho Serenade Wastewater Service Area
    - Colorado River Interceptor Manhole Renovations
    - Jackrabbit Mesa Wastewater Treatment Facility Lift Station

- Water Fund
  - Main Street Water Treatment Facility Basin Renovations
  - Main Street Filter Phase 3 Renovation
  - Arizona Avenue Water Line Replacement
  - Friendship Tower Water Storage Tank Distribution Zone Design (future groundwater well location)
- 2025 Department Interests
  - Figueroa Avenue Wastewater Treatment Facility Environmental Permitting
    - The City has been working with the Arizona Department of Environmental Quality for a decade or more, but are finally closing in on a solution
    - Capital improvements will be needed
  - Desert Dunes Expansion
  - Automated Metering Infrastructure
    - Replacement of 5,000 water meters a year for six years
  - Environmental Protection Agency (EPA) Revised Lead & Copper Rule
    - Concerns about lead in municipal water systems was brought to the forefront by the issues in Flint, Michigan
    - The EPA is looking to identify and correct flaws in water systems, including assisting customers to make sure that lead is not present in private water lines
      - The City is required to audit all water accounts older than 1990, which adds up to about 17,000 accounts
      - Letters will be sent out to Yuma water customers and a report submitted every year until all 17,000 accounts are audited

#### Discussion

- The Utilities Department will expand its recruitment efforts by providing more information to Arizona Western College and high school counselors to reach potential employees earlier (Shelton/McCall)

**Mayor Nicholls** turned the meeting over to Deputy Mayor Morris and left the meeting at 6:48 p.m.

#### **IV. REGULAR CITY COUNCIL MEETING AGENDA OF SEPTEMBER 18, 2024**

Motion Consent Agenda Item C.3 – Temporary Extension of Premises/Patio Permit: The Chile Pepper (approve a Temporary Extension of Premises for a 70<sup>th</sup> Anniversary Festival) (City Clk)

#### Discussion

- It appears that the outlined area will be fenced; staff will verify and provide City Council with that information prior to tomorrow night's vote (McClendon/Simonton)

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Motion Consent Agenda Item C.5 – Bid Award: Colorado River Interceptor Manhole Replacements Phase 1 (authorize a construction services contract with TF Contracting Services, Phoenix, Arizona, in the amount of \$1,356,606.90) (RFB-25-012) (Eng)

Discussion

- Any change orders exceeding 10% of the original contract value will be brought back to City Council for approval; while there is a significant difference between the lowest bid and the next bids, it may be that the company has equipment or expertise that would allow them to complete the job at a lower cost (**Morales/Simonton**)

**EXECUTIVE SESSION/ADJOURNMENT**

There being no further business, **Deputy Mayor Morris** adjourned the meeting at 6:55 p.m. No Executive Session was held.

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Lynda L. Bushong, City Clerk

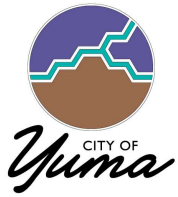
APPROVED:

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Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: \_\_\_\_\_



# City of Yuma

## City Council Report

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**File #:** MC 2024-169

**Agenda Date:** 10/16/2024

**Agenda #:** 2.

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**Regular Council Worksession Draft Minutes October 1, 2024**

**MINUTES**  
**REGULAR CITY COUNCIL WORKSESSION**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS - YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**October 1, 2024**  
**5:30 p.m.**

**CALL TO ORDER**

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

Councilmembers Present: Morales, Smith, McClendon, Morris, Shoop, Shelton, and Mayor Nicholls  
Councilmembers Absent: None  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Deputy City Administrator, Jennifer Reichelt  
Director of Engineering, David Wostenberg  
Various department heads or their representatives  
City Attorney, Richard W. Files  
City Clerk, Lynda L. Bushong

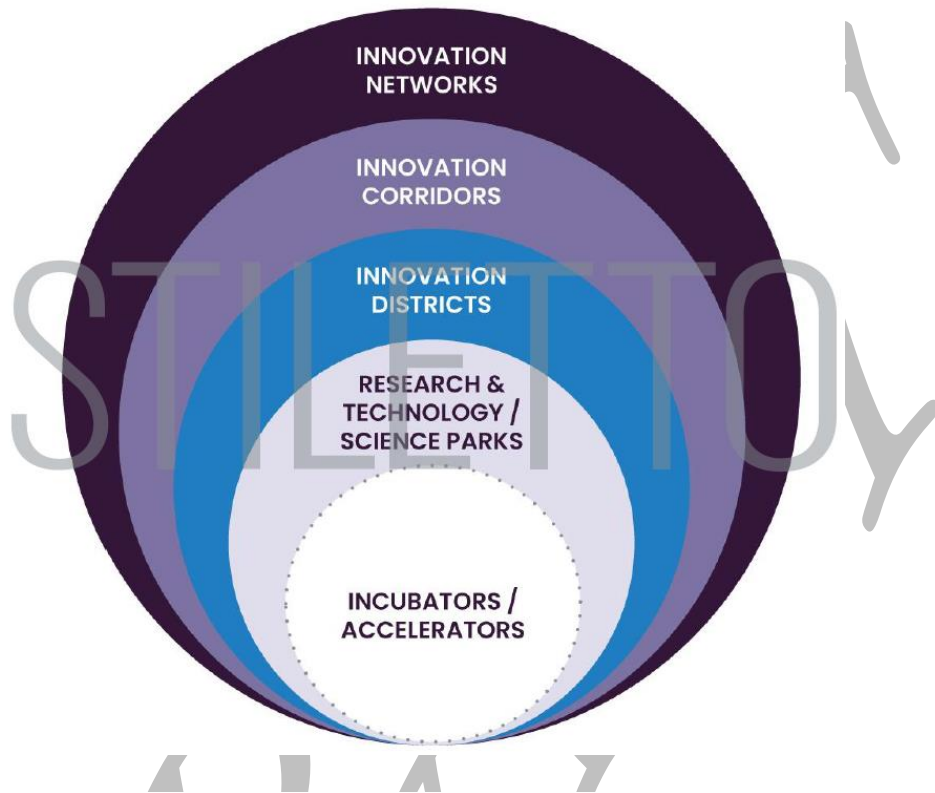
**I. ELEVATE SOUTHWEST UPDATE**

**Jerry Cabrera**, President and CEO of Elevate Southwest, introduced **Laura O’Blenis**, President and CEO of Stiletto, to provide an update on the economic impact of the future Innovation Hub in downtown Yuma.

**O’Blenis** presented the following:

- Stiletto
  - Marketing research and strategic planning firm specializing in high-impact projects for communities and institutions
  - Works at the intersection of industry, government, and academia to help with focus, resiliency, and building competitiveness
  - Uses a data driven approach to understand and build upon a community’s strengths
- Communities of Innovation
  - Research and Technology (R&T) Parks and Innovation Districts are real estate tools that are used as economic development drivers to build new clusters in communities
- Park and District Elements
  - A master development plan with available land for expansion
  - An incubation and/or acceleration center
  - A collaboration agreement with an affiliated university/college
  - A role in promoting technology-led economic development
- The Evolution of Communities of Innovation
  - The first R&T Park was developed in the 1950s
    - The Stanford Research Park was created to generate new revenue streams for Stanford University and the surrounding community

- Many R&T Parks throughout the United States came into play in the late 1990s and early 2000s
- Over the last 10 years Innovation Districts emerged and have significantly evolved to create Innovation Corridors and Innovation Networks



Component	Incubator / Accelerator	Research & Technology / Science Park	Innovation District	Innovation Corridor	Innovation Network
Geographic Location	One building	A cluster of one to several buildings	A cluster of nodes within a few city blocks	Connecting nodes in a continuous geographic region	Connecting nodes; location agnostic (can be regional to international)
Typical Size	10K-20K sq. ft.	50K-2M sq. ft.	50K-25M sq. ft.	Conceptual; can include infrastructure from individual public / private / NFP members	
Infrastructure	Owned by organization, offered to tenants	Both park and tenant owned	Owned by individual organizations and coordinated by consortium lead. Can have sharing / usage agreements		
Programming	Offered to tenants		Includes housing, mixed-use. Coordinated by consortium lead. Offered to members by lead, and / or by member(s) to other members		

- Elevate Southwest Innovation Hub
  - The project purpose is to create a plan for how the Elevate Southwest Innovation Hub (Hub) would be put into action; the Hub is the start of an Innovation District that would revitalize Yuma's downtown
    - The Elevate Southwest Hub will transform Downtown Yuma into a thriving live-work-play community
    - The Hub will combine leading expertise, world-class spaces and equipment, and thriving partnerships with businesses, schools, and government.
    - A destination for great minds and ambitious entrepreneurs, the Hub will fuel lasting economic growth and community well-being in Yuma
  - Yuma is considered a “hidden gem” for start-ups; the Hub will showcase all that the community has to offer entrepreneurs and established businesses:
    - Affordable spaces
    - Access to national and international markets
    - Strong infrastructure
    - A community committed to growth and prosperity
- Why the Hub Matters to Yuma

Themes from Yuma County 2030 Comprehensive Plan	How the Project Can Support and Enhance
Agricultural lands	Strengthen the agricultural sector and develop technologies / solutions that promote conservation and preserve rural character
Transportation	Support investments in infrastructure in coordination with government agencies
Growth management	Promote efficient growth by co-locating industries with the facilities and resources they need
Open space	Provide spaces and resources that are available to the public
Environmental resources	Support research and commercialization projects that protect, enhance, and conserve environmental resources
Economic development	Support the development of lasting economic impact through strategic partnerships, resource-sharing, and business attraction
Financial resources	Maximize return on investment by creating in-demand programs, services, and facilities that promote lasting benefits for industry, academia, and government

- While land and facilities are vital components, these components alone do not make a Community of Innovation
  - Programming, networks, and collaboration are essential to bringing people and resources together
  - These relationships are essential to helping Communities of Innovation generate discoveries, marketable products, jobs, learning opportunities, and well-being that far exceed the value of land and buildings.

- What are Innovation Districts?
  - Innovation Districts bring industry, academia, and government together in shared geographic areas to create live-work-play environments. These neighborhoods promote collaboration, discovery, and community engagement with multi-use spaces that may include housing, retail, and offices
  - Generally larger in scale than Research Parks, Innovation Districts are more likely to be located in urban settings and more integrated with the surrounding community
  - Innovation Districts also focus more on lifestyle and community amenities than Research Parks do
  - Key Features of an Innovation District:
    - Programming (i.e., networking, accelerators, incubators)
    - Academic and industry partnership
    - Urban and rural development (mixed-use facilities such as housing, retail and office)
    - Quality of life enhancements
    - Focus on live-work-play offerings
- Why Communities of Innovation Matter
  - Communities of innovation help individuals and organizations across sectors with common challenges such as:
    - Accessing resources
    - Commercializing research discoveries
    - Building a thriving talent pipeline in emerging industries
    - Establishing pathways to economic revitalization
    - Creating jobs that support financial well-being
    - Strengthening social and professional networks
    - Providing space and opportunity for collaboration and partnership
- Activating the Hub
  - Six factors needed in every community to get off the ground:
    - Multi-level government and university support
    - A champion/ambassador
    - Defined market demand
    - Unique value proposition
    - Strategic sector(s) focus
    - Management dedication to supporting tenant growth
- Next Steps
  - June-August 2024
    - SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis
    - Community assets
    - Real estate review
    - Comparative matrices
  - August-October 2024
    - Focus groups
    - Interviews
    - Community session
  - October-November 2024
    - Financial model
    - Governance
    - Operations plan

### Discussion

- The financial model has not been finalized yet, but will likely include private sector development of land contributed by the City, with revenues coming from the programming and rental space (**Shoop/O'Blenis**)
- Student interaction at the Innovation Hub is not envisioned at this time; however, partnerships will be developed with local universities to ensure alignment between degree programs and the skills required by the companies that we hope to attract (**Shoop/O'Blenis**)
- Governance has not been finalized; several models will be explored to determine the best fit (**Shoop/O'Blenis**)
- These types of initiatives are done in partnership with various levels of government (city, state, and federal) and collaborating with colleges and universities; there is often a work group or steering committee made up of community members (**Shoop/O'Blenis**)
- The financial model will most likely be approved by the Elevate Southwest Board of Directors by the end of the year (**Morales/O'Blenis**)
- The images provided are just conceptual drawings; the actual results will vary depending on the various property owners' wishes and other considerations (**Morales/Cabrera**)
- Elevate Southwest does not intend to execute the whole plan; the hope is that private investment will join in and contribute to the development of the area (**Mayor Nicholls**)
- Creating a mixed-use, live-work-play community around the Hub is key to the success of this endeavor (**Mayor Nicholls/Morales/O'Blenis**)

## II. STRATEGIC PLAN UPDATE

**Reichelt** presented an update on the City's Strategic Plan as follows:

- The Strategic Plan (Plan)
  - Long-term roadmap for prioritizing objectives, initiatives, and resources
  - Living document – reviewed and updated regularly
  - Vision of where the City wants to be in the future and the steps it will take to get there
  - Five-year plan (increments)
- History of the Plan
  - The City began the strategic planning process in 2020
    - Hosted a series of community focus groups, surveys, etc.
    - City Council held Vision and Goal Setting Sessions in 2020 and 2021
    - Initial Plan was adopted in 2021
  - Developed a series of Statements, five Strategic Outcomes, and several priority initiatives
  - City Council regularly reviews and updates the Plan
  - Staff regularly updates the status of priority initiatives
- 2024 Plan Updates
  - City Council had the opportunity to review, discuss and update the Plan at their annual City Council Retreat in March 2024
    - Reaffirmed commitment to the existing Vision Statement and Strategic Outcomes
    - Revised the definitions of three Strategic Outcomes
    - Reviewed and discussed priority initiatives
    - Identified several new initiatives to incorporate into the Plan, and some fell off
  - The updated Plan reflects these changes and additions

- Vision Statement
  - Yuma is a thriving, safe and prosperous community with opportunities powered by innovation, partnerships, collaboration and robust education –a welcoming and unique place that all generations are proud to share
- Strategic Outcomes
  - Safe and Prosperous – Yuma is a prosperous city that supports thriving businesses, access to education, and multi-generational opportunities, with safety as its cornerstone
  - Active and Appealing – Yuma plans and leverages its natural resources, public spaces, and cultural amenities to support an active and appealing community
  - Connected and Engaged – Yuma is connected and engaged through cutting-edge technology, active communication, forward-looking partnerships, and ongoing public involvement
  - Unique and Creative – Yuma is a unique and creative community, built on our shared history, sense of place, and civic pride
  - Respected and Responsible – Yuma is a trusted steward of City resources; relied upon to provide regional leadership, premier services, and facilities
- Priority Initiatives
  - Priority Initiatives are organized into categories based on status
    - Completed
    - Underway
    - Ongoing
    - New Initiatives
  - During the retreat the Council participated in a ranking exercise
  - Those initiatives that ranked as “top” or “high” priority are included
  - All initiatives discussed, regardless of ranking, are included at the back of the plan for future reference
- Completed Initiatives
  - 2021
    - Transition to Invoice Cloud (Connected & Engaged)
    - Deploy intranet to improve internal communications (Unique & Creative)
    - Issued a bond to fix the Public Safety Personnel Retirement System shortfall (Respected & Responsible)
  - 2022
    - Update the General Plan (Safe & Prosperous)
    - Community Development Code Update of the 2018 Plumbing, Fuel, Gas, Mechanical and the 2020 National Electric Code (Safe & Prosperous)
    - Update the General Plan and identify where development will occur (Respected & Responsible)
  - 2023
    - Provide competitive benefit and compensation plans to be an employer of choice (Respected & Responsible)
  - 2024
    - Update City’s Investment Policy (Safe & Prosperous)
    - Update contractor self-inspection program for lath, drywall, roof nailing (Unique & Creative)

- Underway Initiatives
  - Desert Dunes expansion (Safe & Prosperous)
  - Update of zoning regulations (Safe & Prosperous)
    - 10 text amendments have been completed as of June 2024
  - Build East Mesa Park (Active & Appealing)
  - Revitalize Kennedy Skate Park (Active & Appealing)
  - Support Spaceport as a hub for science and regional attraction (Unique & Creative)
  - Complete Parks Master Plan and determine priority implementation strategy (Active & Appealing)
- Ongoing Initiatives
  - Increase Downtown use and visibility (Safe & Prosperous)
  - Pursue widening of US 95 to Yuma Proving Ground (Safe & Prosperous)
  - Prioritize public-private partnerships (Respected & Responsible)
  - Keep taxes low and relevant to residents' desire for services (Respected & Responsible)
  - Actively support the protection of the region's Colorado River Water Rights (Respected & Responsible)
  - Expansion of the Police Academy (Respected & Responsible)
- New Initiatives
  - Safe & Prosperous
    - Expand efforts related to economic development
    - Encourage and attract new industry (zone ready, plan ready)
    - Identify adequate staffing for public safety
    - Seek voter approval for base adjustment to annual expenditure limitation
    - Install directional signage on 4th Avenue connecting to Downtown
    - Expand public safety infrastructure out east
    - Update regulations and processes to increase housing opportunities for all
  - Respected & Responsible
    - Participate in 2027 Colorado River Operations Plan
    - Advocate for local control by proposing our own bills –be proactive, not reactive
  - Unique & Creative
    - Develop Innovation District
  - Connected & Engaged
    - Hold joint City/County meetings twice per year
    - Establish private-public partnership for Hotel del Sol
    - Joint K-20 education opportunities –Elevate Southwest
    - Establish Innovation Hub
  - Active & Appealing
    - Care for existing infrastructure –improve road conditions, park revitalization program
    - Beautify the community's overall curb appeal –landscape rights-of-way
    - Develop a partnership for trail connections –establish a trail/bike path connection (irrigation districts) establish equitable maintenance partnerships BOR/ADOT/schools

- Potential Initiatives

## POTENTIAL INITIATIVES

These initiatives were presented at the 2024 Council Retreat but did not rise to the top of the list when the Council ranked items.

### SAFE & PROSPEROUS

- Enhance collaboration between City and County development departments
- Focus on acquiring land for innovation district and industrial development
- Implement an Intelligent Transportation System

### ACTIVE & APPEALING

- Develop a plan for and support Riverfront development
- I-8 visual improvements
- Bring drive-in movie theater to Yuma
- Plant native trees
- Integrated Multi-Modal Transportation Master Plan update

### CONNECTED & ENGAGED

- Youth Government Day
- Establish a Youth Council or Youth Involvement Forums
- Expand partnerships with military
- Expand online public document offerings/access
- Recruit a trade school to Yuma (advocate)
- Research and develop AI uses and City applications
- Hold City meetings – geographic areas
- Enhance and improve City website (department ownership)
- Explore resident notification tools (SMS, apps, etc.)
- Parcel file access (online)
- Provide tools for businesses to expand in foreign markets

### UNIQUE & CREATIVE

- Documentation/history of City of Yuma
- Create a simplified process for murals and public art
- Underground overhead utilities
- Use drone technology to enhance City operations
- Use of public-private partnership to restore/repair facilities
- Honor and preserve the history of Pioneer Cemetery
- Find unique way to fund historic City Hall restoration
- Use of North End Redevelopment Fund to enhance or improve historic downtown
- Create partnership with Yuma County Historical Society to sustain Molina Block and Sanguinetti House Museum

### RESPECTED & RESPONSIBLE

- Increased Public Service Announcements (PSAs) for recruitment and retention
- Expansion of the Municipal Court and Prosecutor's Office

- Next Steps

- Updated Plan is on the October 16<sup>th</sup> City Council agenda for adoption
- Continue to complete priority initiatives
- Continue to review and update the Plan
  - Ensures that the Plan evolves with the City's needs

### Discussion

- Americans with Disabilities Act (ADA) compliance needs to be kept in mind as the City moves forward with various projects; ADA can be added as a new initiative at the next City Council Retreat (**McClendon/Reichelt**)
- Youth Government Day and the establishment of a Youth Council or Youth Involvement Forums are included under potential initiatives; these ideas were mentioned at the 2024 City Council Retreat but were not ranked as high priority and will not necessarily be pursued at this time (**Shelton/Reichelt**)
- Development of the Colorado River for recreation and tourism is included in the City's economic development initiatives, and is also a part of the reason that the downtown area was selected for the future Innovation District (**Mayor Nicholls/Shoop/Reichelt**)

### III. REGULAR CITY COUNCIL MEETING AGENDA OF OCTOBER 1, 2024

Motion Consent Agenda Item C.7 – Sole Source: Advanced Traffic Management System (purchase web-based software and communication equipment for an initial expenditure of \$321,942 and an annual expenditure of \$35,820 for years two through five) (SS-25-117) (Eng)

Motion Consent Agenda Item C.8 – Cooperative Purchase Agreement: Intelligent Transportation System/Traffic Signal Equipment (purchase of traffic signal equipment needed for a functioning Intelligent Transportation System for an expenditure of \$501,670.64) (Eng)

**Mayor Nicholls** declared a conflict of interest on Motion Consent Agenda Items C.7 and C.8 as his firm is involved in some of the Intelligent Transportation System Work, turned the meeting over to Deputy Mayor Morris, and left the dais.

#### Discussion

- The software is an annual license good for up to 99 signals; the plan is to update four corridors, which includes: 16<sup>th</sup> Street (from Pacific Ave to Avenue C), 4<sup>th</sup> Ave (from 1<sup>st</sup> Street to 32<sup>nd</sup> Street), Avenue B (from 8<sup>th</sup> Street to 32<sup>nd</sup> Street), and 24<sup>th</sup> Street (from Arizona Avenue to Avenue B) (**Morris/Wostenberg**)
- The traffic signal equipment will utilize cellular modems on the FirstNet wireless communications network; equipment for monitoring and controlling the Intelligent Transportation System will be purchased and installed in an existing City facility (**Morris/Wostenberg**)

**Mayor Nicholls** returned to the dais.

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Motion Consent Agenda Item C.10 – Authorize Settlement: Aguilera Notice of Claim (authorize settlement in the amount of \$25,000 for the claim stemming from an injury to a minor child at Carver Park)

#### Discussion

- This settlement arises from an incident where a minor was injured on a slide; Parks and Recreation staff had blocked off the slide with a piece of plywood and screws and an unknown party removed the plywood, leaving the screws exposed (**Mayor Nicholls/Files**)
- Based on the scheduling of Parks and Recreation staff inspections, it is believed the plywood was removed at night, and the child was injured the following day (**Mayor Nicholls/Files**)

\_\_\_\_\_

Resolution R2024-053 – Resolution: Amend City of Yuma American Rescue Plan Act Project List (authorize project budget amendments to obligate and expend the City's Coronavirus State and Local Fiscal Recovery Funds allocation of \$23,071,661 before the grant expires) (City Admin)

#### Discussion

- The recommendation to allocate the residual savings to the East Mesa Community Park is based in part on the park being identified as high priority in the Parks, Arts, Recreation and Trails Master Plan; other projects are in the works to rehabilitate the City's existing parks (**Morales/Simonton**)

Ordinance O2024-032 – Amendment: Ordinance O2022-032 (extend the time to comply with the rezoning conditions for the property at the northwest corner of 37<sup>th</sup> Street and Avenue 10E from the Low Density Residential (R-1-40) District to Medium Density Residential (R-2-5) District) (ZONE-39444-2022) (Plng & Nbhd Svcs/Cmty Plng)

**Mayor Nicholls** declared a conflict of interest on Ordinance O2024-032 as his firm represents the applicant.

**EXECUTIVE SESSION/ADJOURNMENT**

**Motion** (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **adopted** 7-0. The meeting adjourned at 6:28 p.m.

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Lynda L. Bushong, City Clerk

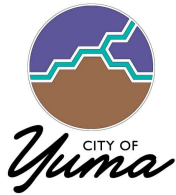
APPROVED:

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Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: \_\_\_\_\_



# City of Yuma

## City Council Report

File #: MC 2024-155

Agenda Date: 10/16/2024

Agenda #: 1.

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

**TITLE:**

**Liquor License: Angry Italian**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by James Owens, agent for Angry Italian located at 2680 S. 4th Ave. (LL24-13) (City Administration/City Clerk) (Lynda L. Bushong)

**STRATEGIC OUTCOME:**

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

**REPORT:**

James Owens, agent for Angry Italian located at 2680 S. 4th Ave, has applied for a Series #12: Restaurant Liquor License.

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

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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To total; right click number & choose "Update Field"	
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**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

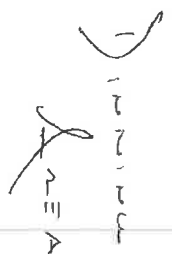
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

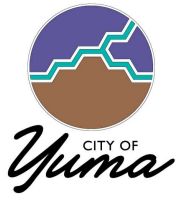
1. Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024





# City of Yuma

## City Council Report

File #: MC 2024-156

Agenda Date: 10/16/2024

Agenda #: 2.

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

**TITLE:**

**Liquor License: Mariscos El Navegante 2**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by Jesus Ortiz Paez, agent for Mariscos El Navegante 2 located at 1651 S. 4th Avenue. (LL24-15) (City Administration/City Clerk) (Lynda L. Bushong)

**STRATEGIC OUTCOME:**

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

**REPORT:**

Jesus Ortiz Paez, agent for Mariscos El Navegante 2 located at 1651 S. 4th Avenue, has applied for a Series #12: Restaurant Liquor License.

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

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

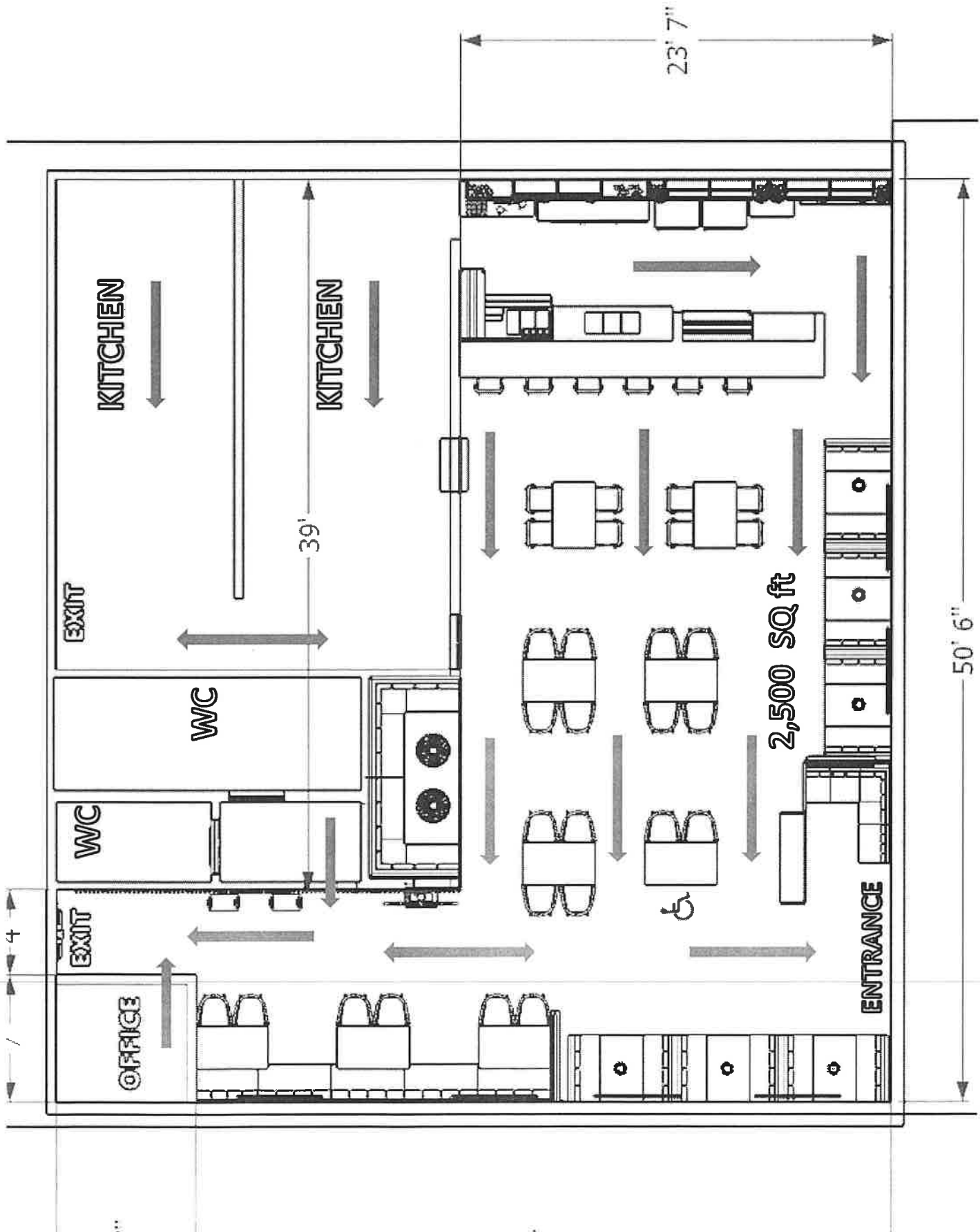
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

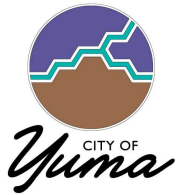
Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024





# City of Yuma

## City Council Report

File #: MC 2024-157

Agenda Date: 10/16/2024

Agenda #: 3.

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

### TITLE:

**Bid Award: Backflow Assembly Testing and Repair Services**

### SUMMARY RECOMMENDATION:

Award to the most responsive and responsible bidder a one-year contract for backflow assembly testing, inspections, and repair services with an option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, for an estimated \$22,000.00 annually to Metro Fire Equipment, Inc., Gilbert, Arizona. (Building Safety-RFB-25-014) (Randall Crist/Robin R. Wilson)

### STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous by ensuring essential City services are protected and not disrupted.

### REPORT:

City buildings are subject to Arizona Department of Environmental Quality (ADEQ) codes adopted and enforced by local, state and federal agencies. In order to adhere to these ADEQ codes and ensure properly functioning backflow systems, the City requires a vendor to conduct annual inspections as well as repairs and upgrades to ensure the City maintains ADEQ compliance. This contract covers inspections and maintenance of City-wide backflow assemblies that protect the clean water supply from potential contamination.

According to ADEQ and local codes, the annual cost estimate to conduct all necessary inspections on the City's backflow assemblies is \$12,000. This cost does not include repairs, upgrades, or new installations. To accommodate these expenses, City staff has allocated a budget of \$10,000 per year, based on prior expenditures for repairs and upgrades. All repairs, upgrades or new installations will be paid on an invoiced basis as the work is performed. Hourly rates and percentage on materials to facilitate the additional expenditures were obtained.

Three bids were received by the following vendors:

Cintas	\$17,145.00
Hiller Companies, LLC	\$26,670.00
<b>Metro Fire Equipment, Inc.</b>	<b>\$11,049.00</b>

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 22,000.00	BUDGETED:	\$ 22,000.00
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\$22,000.00			
Various City Funds			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

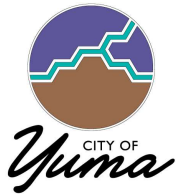
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-158

Agenda Date: 10/16/2024

Agenda #: 4.

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

### TITLE:

**Bid Award: Replacement of Manufactured Home with HOME Investment Partnerships Act Funding**

### SUMMARY RECOMMENDATION:

Authorize award of bid to replace a manufactured home under the Neighborhood Services Housing Rehabilitation Program to the lowest responsive and responsible bidder in the amount of \$110,398.00 to Easy Living Lifestyles, LLC. (Planning & Neighborhood Services) (Nikki Hoogendoorn)

### STRATEGIC OUTCOME:

This project and Neighborhood Services' Housing Rehabilitation Program further the City Council's strategic outcomes of Safe and Prosperous, as the replacement of this dilapidated home provides a safe living environment for its owner and removes an unsafe condition in the neighborhood.

### REPORT:

The Neighborhood Services Owner Occupied Housing Rehabilitation Program provides home repairs to low-income Yuma homeowners who do not have the financial means to correct structural issues or health and safety concerns with their home. Federal financial assistance is provided to the homeowner as a deferred payment loan that reverts to a federal grant after the expiration of the required affordability period. The affordability period ranges from five to 20 years, depending on the cost of the repairs.

This project consists of a manufactured home located at 1159 E. 23<sup>rd</sup> Place, in the Mesa Heights Neighborhood. It has electrical hazards, termite and water damage, and other issues. Because the home was manufactured prior to 1976, the Department of Housing and Urban Development (HUD) requires replacement of the manufactured home rather than rehabilitation. HOME Investment Partnerships funds will be used for this project.

Two bids were received by the following contractors:

**Living Easy Lifestyles, LLC    \$110,398.00**

Pacesetter Homes, LLC        \$111,322.75

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 110,398.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 110,398.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL\$110,398.00			
HOME Funds			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

HOME federal funds will be used for this entire project, supplemental funding from the City is not needed.

**ADDITIONAL INFORMATION:**

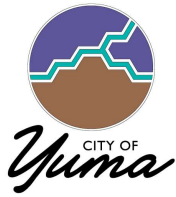
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-159

Agenda Date: 10/16/2024

Agenda #: 5.

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

**TITLE:**

**Bid Rejection: Mesa Heights Neighborhood Visual Improvement Program VIP-004**

**SUMMARY RECOMMENDATION:**

Pursuant to the Yuma City Code § 36-36, reject all bids received for the Mesa Heights Neighborhood Visual Improvement Program - Metro Mobile Project due to incomplete bid submittals (Planning and Neighborhood Services/Neighborhood Services) (Nikki Hoogendoorn)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Respected and Responsible by rejecting all bids which do not include all signed documents required by the solicitation for bids as in the best interest of the City.

**REPORT:**

As part of the Mesa Heights Neighborhood Revitalization Strategy Area (NRSA) Plan, the Neighborhood Services Division implements the Mesa Heights Visual Improvement Program (VIP). This program is offered as a cost-share initiative to improve the building façade of small businesses located in the Mesa Heights NRSA. The cost of each project under the Visual Improvement Program is split 80/20. CDBG provides 80% and the owner must provide at least 20% of the project cost.

Staff worked with the property owner to develop a scope of work, resulting in a Request for Bid (RFB) solicitation. Two bids were received. Following the evaluation process, both bids were deemed non-responsive due to missing required documents.

Yuma City Code § 36-36 permits the City Council to reject all bids received in response to a solicitation "if it is determined by the Council that such action is taken in the best interests of the City".

Approving this motion will reject the responses received. The solicitation will be revised, re-advertised, and resolicited.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 78,444.34
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 78,444.34	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$78,444.34			
-			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

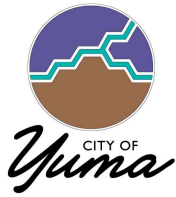
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NONE

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-160

Agenda Date: 10/16/2024

Agenda #: 6.

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

**TITLE:**

**Request for Qualifications (RFQ) Award: City-Wide Vehicle Purchases**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, with the following qualified vendors: Alexander Ford Lincoln, Yuma, Arizona; Chapman Chevrolet Buick GMC, Yuma, Arizona, Lamb Chevrolet, Prescott, Arizona and Sanderson Ford of Glendale, Arizona. (Public Works/Fleet- RFQ-24-245) (Joel Olea)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Respected and Responsible by qualifying the four vendors who responded to the Request for Qualifications.

**REPORT:**

The City processed a solicitation to qualify vendors for City purchase of vehicles. The Request for Qualifications procedure resulted in responses from four vendors who may provide a pricing quote for vehicles that may be purchased by the City on an as-needed basis. This will allow the City to request a quote from multiple vendors which the City will review prior to any award or purchase.

**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:**

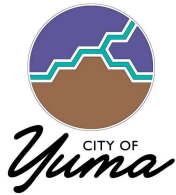
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None

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-161

Agenda Date: 10/16/2024

Agenda #: 7.

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

### TITLE:

**Cooperative Purchase Agreement: Painting Services for City Hall and Public Works Building**

### SUMMARY RECOMMENDATION:

Authorize the use of a cooperative purchase agreement initiated by the Yuma Educational Materials Management Consortium to obtain painting services for City Hall and the Public Works building at an estimated cost of \$155,100.00 to MC Custom Painting LLC, Yuma, Arizona. (CPA-23-251-Building Safety) (Justin Lewis/Robin R. Wilson)

### STRATEGIC OUTCOME:

Awarding this contract aligns with the strategic outcome of Active and Appealing by maintaining the aesthetic appearance and preservation of City buildings.

### REPORT:

The City Hall and Public Works buildings both currently show signs of wear, including fading paint, chipping and small cracks and holes in the stucco. Approving this motion will enable MC Custom Painting LLC to provide their services to paint and repair these two City-owned structures. City Hall will undergo all exterior work, while the Public Works building will receive both internal and external improvements.

Completion of this project will result in a protective barrier that safeguards against further weather-related deterioration, helps prevent additional cracking in the stucco, extends the life of the buildings, and enhances their aesthetic appeal. It is expected that each building will take four to five weeks to complete once each project commences.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 155,100.00	BUDGETED:	\$220,000.00
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 \$155,100.00

Various City Funds		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

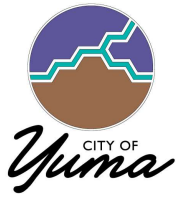
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- ☐ Department
- ☐ City Clerk's Office
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- ☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-162

Agenda Date: 10/16/2024

Agenda #: 8.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input 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: Ground & Turf Maintenance Equipment**

### SUMMARY RECOMMENDATION:

Authorize the purchase of various Ground and Turf Maintenance Equipment from: RDO Equipment, Yuma, Arizona; Stotz Equipment, Avondale, Arizona; Felling Trailers, Sauk Centre, Minnesota; Simpson Norton, Goodyear, Arizona utilizing Sourcewell and Mohave Education Services cooperative purchase agreements, at an estimated expenditure of \$403,245.28 (Parks & Recreation-CPA-25-133 (Eric Urfer/Robin R. Wilson)

### STRATEGIC OUTCOME:

This action supports the City Council's strategic outcome of Active and Appealing by utilizing the equipment to ensure green spaces throughout the City are maintained.

### REPORT:

The following purchases are necessary for the daily operation of parks maintenance:

- (2) John Deere 1600 Turbo TerrainCut Mower (Dealer-RDO Equipment, Yuma, Arizona)
- (2) John Deere Z994R Zero Turn Mower (Dealer-RDO Equipment, Yuma, Arizona)
- (2) John Deere TX Gator (Dealer-RDO Equipment, Yuma, Arizona)
- (1) Sand Pro 5040 (Supplier-Simpson Norton, Goodyear, Arizona)
- (1) Toro 3400 Greenmaster TriFlex Mower (Supplier-Simpson Norton, Goodyear, Arizona)
- (1) Smithco TV72E Turf Sweeper (Dealer-Stotz Equipment, Avondale, Arizona)
- (1) Felling Heavy Duty Dump Trailer (Supplier-Felling Trailers, Sauk Centre, Minnesota)

Green spaces are essential to enhancing the quality of life for the Yuma community. The Parks and Recreation Department offers residents and visitors a wide variety of recreational opportunities including parks, golf courses, athletic fields, wetlands, and walking paths with green spaces. The purchase of this equipment will ensure that City staff continues to provide professional grounds and turf management.

The aging equipment being replaced will be processed as surplus.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 403,245.28.00	BUDGETED:	\$ 412,200.00
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 \$403,245.28

001 - General Fund/Parks Maintenance and Urban Forestry 122 - 2% Tax/Parks PAAC and Baseball Complex 412 - Desert Hills Golf Course/Maintenance Shop		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority is provided in the FY 2025 City Council approved budget.

**ADDITIONAL INFORMATION:**

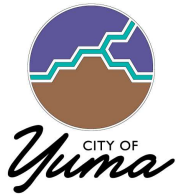
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- ☐ Department  
☐ City Clerk's Office  
☐ Document to be recorded  
☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-163

Agenda Date: 10/16/2024

Agenda #: 9.

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

### TITLE:

**Cooperative Purchase Agreement: Fire Service Apparatus**

### SUMMARY RECOMMENDATION:

Authorize the purchase of one Skeeter Emergency Vehicle 2025 Ford F-550 Type 5 Rescue Vehicle, utilizing the cooperative purchase agreement originated by the Houston-Galveston Area Council, at a cost of \$374,330.79 to: Hughes Fire Equipment, Inc., Springfield, Oregon (Fire Department-CPA-25-138) (Dustin Fields/Robin R. Wilson)

### STRATEGIC OUTCOME:

This action supports the City Council's strategic outcome of Safe and Prosperous by providing resources needed by first responders to best serve the Yuma community.

### REPORT:

This apparatus will be designed to safely seat four firefighters, carry needed equipment for emergency medical response, hazardous material responses, technical rescue, and automobile extrication responses. The vehicle will have off-road capabilities with a mounted fire pump and attack lines, allowing access to wildland areas such as the East and West Wetlands for wildland firefighting operations, which the Yuma Fire Department currently lacks. This vehicle also allows for off-road rescue response in difficult to access areas, such as the various off-road areas in the southeast and east areas of the City.

This unit is expected to take approximately 24 months to build, and staff is requesting to secure the current price and avoid a price increase before October of this year.

This unit is a new addition to the fleet and is budgeted for fiscal year 2025.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$374,330.79	BUDGETED:	\$532,212.00
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 \$374,330.79

001-70-21.8930 - General Fund		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

Sufficient budget capacity is provided in the FY 2025 City Council approve budget. Cash will be encumbered, set-aside in the City's investment pool, and carried forward to future year budgets (FY 2026-2027) until the apparatus is received.

**ADDITIONAL INFORMATION:**

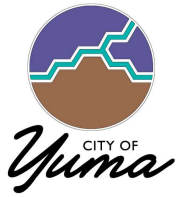
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-164

Agenda Date: 10/16/2024

Agenda #: 10.

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

### TITLE:

**Sole Source: Human Resources Software Subscription Supplement**

### SUMMARY RECOMMENDATION:

Authorize additional modules of Software Subscription from Governmentjobs.com, dba NeoGov, El Segundo, California, for a one-year estimated expenditure of \$210,000.00. (Information Technology-SS-25-002) (Isaiah Kirk/Monica Welch/Robin R. Wilson)

### STRATEGIC OUTCOME:

The NeoGov software suite aligns with the City Council's strategic outcome of Connected and Engaged by serving as the core application suite for Human Resources business applications. This software enhances the City's digital infrastructure, streamlines communication, and promotes efficient public involvement in the City's Human Resource processes.

### REPORT:

As a robust and high-speed platform for Human Resources services, NeoGov serves as the City's Human Resources Information System (HRIS), automating essential employee management functions such as recruitment, onboarding, performance management, training, certification, and applicant tracking. This software enhances the efficiency and effectiveness of Human Resources (HR) operations ensuring seamless access to HR resources for all employees and applicants and fostering a more connected workforce. With an intuitive, user-friendly interface, NeoGov facilitates transparent and continuous communication between the HR department and the City's workforce, with both engagement and satisfaction.

The subscription includes modules such as Time and Attendance, Benefits Management, and Payroll Services, which further the City's ability to streamline HR operations. The Time and Attendance module allows for automated tracking of employee work hours, leave balances, overtime, and scheduling. This helps ensure accurate payroll processing and compliance with labor regulations concerning overtime and leave policies. The system will integrate with payroll processing, reducing manual entry errors and saving time for City staff. Additionally, employees can manage their own time entries and leave requests through the self-service portal, increasing transparency and accountability.

The Benefits Management module simplifies the administration of employee benefits, from health insurance to retirement plans. City employees can access their benefits information, enroll in or update plans, and view coverage details all through a centralized platform. For HR staff, this module reduces the complexity of

managing multiple benefit programs and ensures that benefits are administered in compliance with public sector policies and regulations. Automated updates and reminders help keep both employees and HR on top of key deadlines and changes, making the benefits process smoother and more efficient.

NeoGov's Payroll Services module streamlines and automates payroll processes, ensuring accuracy, compliance, and efficiency. This module integrates seamlessly with the Time and Attendance system, automatically pulling employee work hours, overtime, and leave data to generate accurate payroll calculations. By automating these tasks, the Payroll Services module minimizes the potential for human error, ensuring that employees are paid correctly and on time.

Additionally, the Payroll Services module ensures compliance with various labor laws, tax regulations, and public sector-specific payroll requirements. This module also supports complex payroll scenarios, including different pay grades and government-specific compensation structures. Employees can view their pay stubs, tax documents, and salary history through a self-service portal, reducing the burden on Finance and HR staff to manage payroll-related inquiries. The module's reporting capabilities provide detailed insights into payroll expenditures, helping with budgeting and financial planning.

The initial program supplement includes a setup fee and training cost, with a subscription fee for the first year at a reduced rate. The subsequent two years will feature only the subscription fees at a regular rate.

#### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 210,000.00	BUDGETED:	\$ 200,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 10,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$210,000.00

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

#### FISCAL IMPACT STATEMENT:

Budget authority to continue this multi-year renewal is programmed in the City Council approved FY 2025 Budget and financial forecast. Subscription costs higher than estimated can be covered within the department without impacting operations or services to customers.

#### ADDITIONAL INFORMATION:

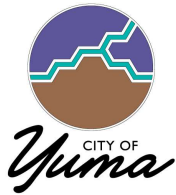
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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- ☐ City Clerk's Office
- ☐ Document to be recorded
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Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-165

Agenda Date: 10/16/2024

Agenda #: 11.

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:

**Begin Negotiating Terms of the Hotel Del Sol Development Agreement**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator and City staff to begin negotiating the terms of a development agreement with Kalthia Group Hotels from San Diego, California, for the redevelopment of the Hotel del Sol and former AlSCO properties. (Engineering RFQ-24-200) (David Wostenberg/Robin R. Wilson).

### STRATEGIC OUTCOME:

The development of the Hotel Del Sol and adjacent properties directly supports multiple City Council strategic outcomes, including Safe & Prosperous and Active & Appealing. By revitalizing the southeast portion of Historic Downtown Yuma, this project will foster economic growth, increase downtown visibility, and enhance public safety through improved infrastructure and amenities. The redevelopment will also contribute to a more appealing downtown environment by introducing new businesses, enhancing public spaces, and attracting both residents and visitors to the area.

### REPORT:

In 2021 the City received a RAISE Grant from the US Department of Transportation for the development of a regional multi-modal transportation center at the former Hotel del Sol site. Earlier this year, the City issued a Request for Qualifications/Request for Proposal, seeking a private investor and/or developer to assist in the redevelopment of the remainder of the property.

After this two-step process, the Hotel Del Sol Evaluation Committee selected Kalthia Group Hotels (Kalthia) as the winning proposal. Kalthia currently operates the Pivot Point Hotel and Conference Center and Home2 Suites in Downtown Yuma.

Kalthia's vision for the site is a multi-use redevelopment project featuring a welcoming lobby area, specialty bistro, upscale restaurant, as well as meeting and event spaces. Kalthia also proposes to develop a four-story 124-room Marriott hotel at the former AlSCO site, which would be designed for long-term stays, with amenities such as a pool, gym, and landscaped grounds. The transit center is incorporated into the lobby design.

At this time, City staff seeks authorization to begin negotiating the terms of a development agreement with Kalthia as the successful responder. Once a draft agreement has been developed, the proposed agreement will be brought to City Council for review and approval.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

The development agreement negotiation process with Kalthia Group Hotels does not have a direct impact on the City's budget.

**ADDITIONAL INFORMATION:**

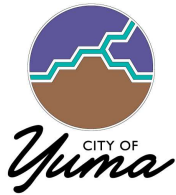
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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☐ City Clerk's Office  
☐ Document to be recorded  
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Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# City of Yuma

## City Council Report

File #: MC 2024-166

Agenda Date: 10/16/2024

Agenda #: 12.

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

**TITLE:**

**Final Plat: Santana Unit 1 Subdivision**

**SUMMARY RECOMMENDATION:**

Approve the final plat for the Santana Unit 1 Subdivision, located at the northwest corner of 34<sup>th</sup> Street and Avenue 7<sup>3</sup>/<sub>4</sub> E Alignment (SUBD-043214-2024) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**STRATEGIC OUTCOME:**

This subdivision furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible by supporting the development of new housing opportunities that will be responsibly constructed and will meet all City codes and development requirements.

**REPORT:**

The subject property is intended to be Unit 1 of the Santana Subdivision. The property is approximately 21.82 acres and is located at the northwest corner of 34<sup>th</sup> Street and Avenue 7<sup>3</sup>/<sub>4</sub>E Alignment.

The intent is to create 82 single-family residential lots ranging in size from 6,157 square feet to 11,702 square feet.

The subject property is in the Medium Density Residential (R-2) District. The following are some of the development standards required in the Medium Density Residential (R-2) District:

1. The maximum lot coverage in the Medium Density Residential (R-2) District shall be 55% of the lot area.
2. A minimum front yard setback of 20 feet.
3. A minimum side yard setback of 5 feet.
4. A minimum rear yard setback of 10 feet.
5. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

Below are the comments received from the City's Development Engineering, regarding traffic control:

*“As Santana contributes to the additional traffic on Avenue 8E and with the completion of this phase, 36<sup>th</sup> Street will be a direct access from Santana to Avenue 8E. Cost-sharing is needed for intersection improvements at the intersection of 36<sup>th</sup> Street and Avenue 8E. The current traffic is creating safety concerns at the intersection. These concerns were noted in the Santana Traffic Study. The improvements will be either a traffic signal or roundabout, which is currently under study by Jacobson Engineering.”*

Conditions 9 and 10 have been added to address these issues.

Approval of the final plat for the Santana Unit 1 Subdivision, shall be subject to the following conditions:

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
4. Any easements on other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the "utilities") to:
  - a. pay to cross the easement to reach any structure on the lot;
  - b. prevent the utilities from providing service to any structure on a lot; or
  - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers crossing the easement.
5. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.
6. A time frame of build-out for the subdivision shall be submitted to the Yuma School District No. 1 to enable the districts to adequately plan for future school facilities.
7. An 8 ½" X 11" paper copy of this subdivision plat, showing the location of the group mailboxes and signed as APPROVED by the local Yuma Postmaster, shall be submitted to the City within sixty (60) calendar days of the effective date of approval of the subdivision final plat and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the approval of the plat is null and void.
8. After the final plat has been approved by City Council, the applicant/developer shall have two years to record the approved plat, or the final plat approval shall be null and void.
9. The Owner/Developer shall contribute to a prorated cost sharing needed for traffic control improvements at the intersection of Avenue 8E & 36<sup>th</sup> Street. The costs for the traffic improvements, and the anticipated shared costs are not known at the time of this condition, so the details need to be agreed upon by the City of Yuma and the Developer prior to the Final Plat being recorded.
10. Due to the open-endedness of this request, and in the event an Avenue 8E and 36<sup>th</sup> Street traffic improvement cost-sharing agreement cannot be reached between the City of Yuma and the Developer,

the Developer shall be able to request a public hearing to present their concerns, discuss, and have a decision rendered by the City Council, prior to the plat being recorded.

The preliminary plat for the Santana Subdivision, Units 1-4, was approved by the Planning and Zoning Commission on February 22, 2021. In addition, a Municipal Improvement District (MID) was established for the maintenance of required subdivision landscaping on January 19, 2022.

#### **Public Comments - Excerpts from Planning and Zoning Commission Meeting Minutes:**

##### **Questions for Staff:**

**“Joshua Scott, Planning and Zoning Commissioner** commented that he would like to be sure the Traffic Study not only looked at the volume of traffic on 38<sup>th</sup> Street, but also traffic calming measures, and the potential need for a traffic signal at 36<sup>th</sup> Street & Avenue 8E.

**“Andrew McGarvie, Engineering Manager** replied that the City will be looking into off-site improvements that include 36<sup>th</sup> Street & 8E and 32<sup>nd</sup> Street & 8E.

##### **Applicant/Applicant’s Representative:**

**“Craig Colvin, 6105 E Alyssa Lane Yuma, AZ** was available for questions.

##### **Public Comments:**

**“Rebecca Johnson, 7831 E. 38<sup>th</sup> Street Yuma, AZ** asked about the location of the retention basins, and for clarification on the construction of 38<sup>th</sup> Street.

**“Colvin** then showed on the map the street design of a loop through the subdivision that exits on Avenue 7 ½ E.

**“Gregory Counts, Planning and Zoning Commissioner** asked about the purpose of the loop.

**“Colvin** replied that the loop acts as a traffic calming measure.

##### **MOTION:**

**“Motion by Lorraine Arney - Planning and Zoning Commissioner, second by Counts, to APPROVE SUBD-33293-2020, subject to the Conditions of Approval in Attachment A, with the addition of the following Condition: “Owner/developer shall conduct a traffic impact analysis and provide/build the recommended roadway improvements that may be necessary to safely accommodate the expected new development traffic.”**

**“Motion carried unanimously (6-0, with one vacancy).”**

#### **Planning Commission Preliminary Plat Staff Report - Attached**

The City Council’s approval of this motion accepts the final plat of the Santana Unit 1 Subdivision as submitted, including the conditions of approval written 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:**

NOT APPLICABLE

**ADDITIONAL INFORMATION:**

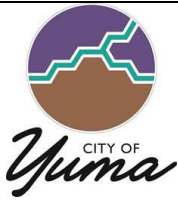
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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Acting City Administrator: John D. Simonton	Date: 10/08/2024
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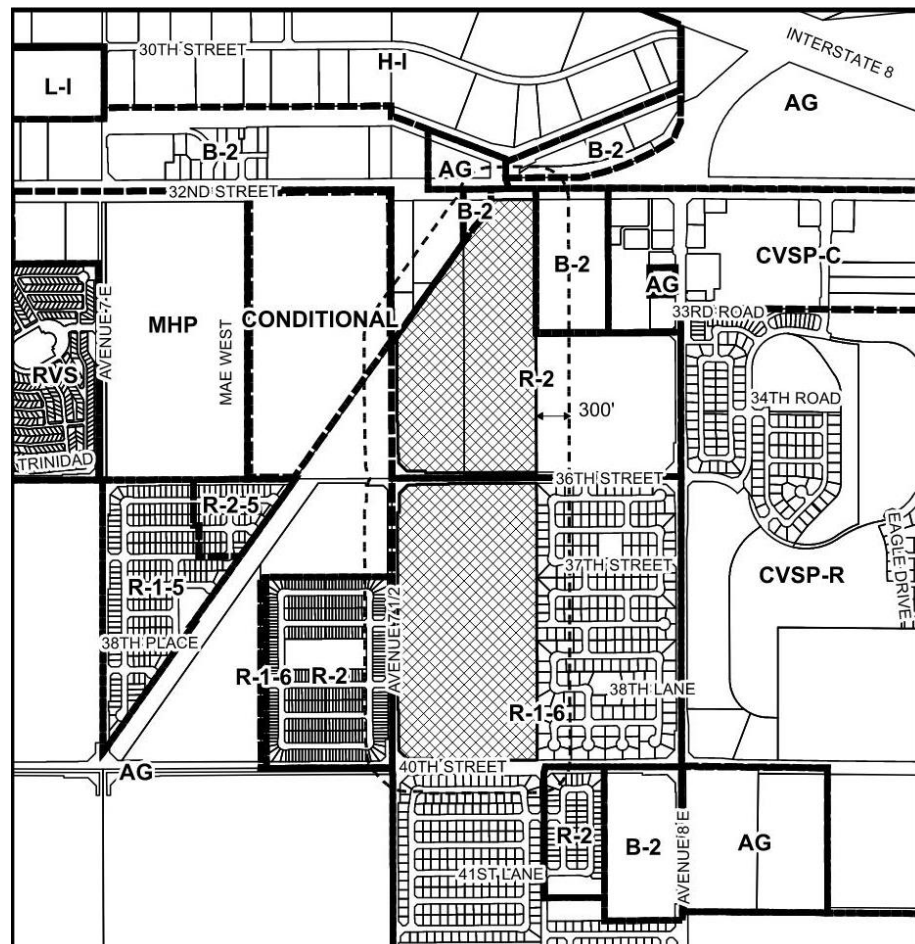
**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – PRELIMINARY SUBDIVISION**  
**CASE PLANNER: RICHARD MUNGUIA**

**Hearing Date:** February 22, 2021      **Case Number:** SUBD-33293-2020

**Project Description/Location:** This is a request by Colvin Engineering, Inc., on behalf of Santana 142 RE Holdings, LLC, for approval of the preliminary plat for the Santana Subdivision, Units 1-4, proposed to be divided into 461 residential lots ranging in size from 6,102 square feet to 21,173 square feet. The property is located at the southeast corners of Avenue 7 ½ E and 36<sup>th</sup> Street, Yuma, AZ.

	Existing Zoning	Existing Land Use	Designated Land Use
<b>Site</b>	Low Density Residential / Medium Density Residential (R-1-6/R-2)	Undeveloped	Low Density Residential / Medium Density Residential
<b>North</b>	General Commercial (B-2)	Undeveloped	Commercial
<b>South</b>	Low Density Residential (R--1-6)	Single Family Residences	Low Density Residential
<b>East</b>	Low Density Residential / Medium Density Residential (R-1-6/R-2)	Single Family Residences/Undeveloped	Low Density Residential / Medium Density Residential
<b>West</b>	Agriculture / Medium Density Residential (AG/R-2)	Undeveloped/Single Family Residences	Mixed Use / Medium Density Residential

**Location Map**



**Prior site actions:** Annexation: Ordinance #O99-29 (July 3, 1999); Rezone: Ordinance #O2005-79 (September 21, 2005), Ordinance #O2006-028 (April 19, 2006), Ordinance #O2006-31 (June 7, 2006).

**Staff Recommendation:** Staff recommends **APPROVAL** of the preliminary plat for the Santana Subdivision, Units 1-4, subject to the conditions outlined in Attachment A.

**Suggested Motion:** Move to **APPROVE** Preliminary Plat SUBD-33293-2020 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

**Effect of the Approval:** By approving the preliminary plat, the Planning and Zoning Commission is acknowledging the street and lot layout of Santana Subdivision, Units 1-4, which includes 461 lots ranging in size from 6,102 square feet to 21,173 square feet for the property located at the southeast corners of Avenue 7 ½ E and 36<sup>th</sup> Street, subject to the conditions of the rezoning and the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma Subdivision Code and General Plan and is compatible with surrounding land uses.

**Staff Analysis:** The subject properties were annexed into the City of Yuma on July 3, 1999 and rezoned to the Low Density Residential (R-1-6) District in 2005 and 2006, and rezoned to the Medium Density Residential (R-2) District in 2006. The subject properties are currently undeveloped and are intended to be Santana Subdivision, Units 1-4.

The subject property consists of approximately 130.74 acres. This subdivision will be developed with frontage along Avenue 7½ E, and 40<sup>th</sup> Street. The applicant is proposing to develop the area with 258 single-family homes under the Low Density Residential (R-1-6) District and 203 single-family homes under the Medium Density Residential (R-2) District.

In the Low Density Residential (R-1-6) District, the lot sizes will range from 8,070 square feet to 21,173 square feet. In the Medium Density Residential (R-2) District, the lot sizes will range from 6,102 to 13,549 square feet.

Both districts have similar development standards:

1. The maximum lot coverage in both districts shall be 35% of the lot area;
2. A minimum front yard setback of twenty feet;
3. A minimum side yard setback shall be seven feet;
4. A minimum rear yard setback of ten feet;
5. A minimum street side yard setback of ten feet.

With this development Staff will be requiring that a Municipal Improvement District (MID) be established for the maintenance of required subdivision landscaping. The MID will need to be established prior to the issuance of any residential building permits.

**1. Does the subdivision comply with the zoning code and the zoning district development standards?**  
Yes.

## 2. Does the subdivision comply with the subdivision code requirements?

Standard	Subdivision						Conforms						
Lot Size	Minimum:	6,102			Maximum:	21,173		Yes	X	No			
Lot Depth	Minimum:	100			Maximum:	229.68		Yes	X	No			
Lot Width/Frontage	Minimum:	50			Maximum:	75		Yes	X	No			
Setbacks	Front:	20		Rear:	10		Side:	7		Yes	X	No	
District Size	130.74		Acres						Yes	X	No		
Density	5.0		Dwelling units per acre						Yes	X	No		
Issues: None													

Requirements	Conforms					
General Principles	Yes	X	No		N/A	
Streets	Conforms					
Circulation	Yes	X	No		N/A	
Arterial Streets	Yes	X	No		N/A	
Existing Streets	Yes		No		N/A	X
Cul-de-sacs	Yes		No		N/A	X
Half Streets	Yes		No		N/A	X
Stub Streets	Yes	X	No		N/A	
Intersections	Yes	X	No		N/A	
Easements	Yes	X	No		N/A	
Dimensional Standards	Yes	X	No		N/A	
Issues: None						
Blocks	Conforms					
Length	Yes	X	No		N/A	
Irregular Shape	Yes		No		N/A	X
Orientation to Arterials	Yes		No		N/A	X
Business or Industrial	Yes		No		N/A	X
Issues: None						
Lots	Conforms					
Minimum Width	Yes	X	No		N/A	
Length and Width Ratio	Yes	X	No		N/A	
Fronting on Arterials	Yes		No		N/A	X
Double Frontage	Yes		No		N/A	X
Side Lot Lines	Yes	X	No		N/A	
Corner Lots	Yes	X	No		N/A	
Building Sites	Yes	X	No		N/A	
Street Frontage	Yes	X	No		N/A	
Issues: None						

## 3. Does the subdivision comply with the elements, plans and policies of the General Plan?

Land Use Element:										
Land Use Designation:			Low Density Residential / Medium Density Residential							
Issues:			None							
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 7 ½E		40 FT H/W ROW		50 FT H/W ROW									
40 <sup>th</sup> Street		40 FT H/W ROW		50 FT H/W ROW									
Bicycle Facilities Master Plan		E 32 <sup>nd</sup> Street: Existing Bike Path											
YCAT Transit System		N/A											
Issues:		None											
Parks, Recreation and Open Space Element:													
Parks and Recreation Facility Plan													
Neighborhood Park:		Existing: Saguaro Park				Future: Saguaro Park							
Community Park:		Existing: None				Future: None							
Linear Park:		Existing: None				Future: A Canal Linear Park							
Issues:		Minimal access to nearby facilities.											
Housing Element:													
Special Need Household:		N/A											
Issues:		None											
Redevelopment Element:													
Planned Redevelopment Area:		N/A											
Adopted Redevelopment Plan:		North End:				Carver Park:				None:		X	
Conforms:		Yes		X		No							
Conservation, Energy & Environmental Element:													
Impact on Air or Water Resources		Yes				No		X					
Renewable Energy Source		Yes				No		X					
Issues:		None											
Public Services Element:													
<u>Population Impacts</u> Population projection per 2013-2017 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; Water Consumption: 300 gallons per day per person; Wastewater generation: 100 gallons per day per person		Dwellings & Type		Projected Population		Police Impact		Water Consumption		Wastewater Generation			
		<i>Single Family</i>											
		Proposed	Per Unit			Officers	GPD	AF	GPD				
		461	2.8	1291		2.44	387,240	433.8	129,080				
Fire Facilities Plan:		Existing: Fire Station No. 5				Future: Fire Station No. 7							
Water Facility Plan:		Source:		City	X	Private	Connection		20" PVC @ E 32 <sup>nd</sup> Street				
Sewer Facility Plan:		Treatment:		City	X	Septic	Private		12" PVC @ E 36 <sup>th</sup> Street				
Issues:		Water and sewer lines will need to be extended to provide services for the future development.											
Safety Element:													
Flood Plain Designation:		Flood Zone X		Liquefaction Hazard Area:				Yes		No		X	
Issues:		None											
Growth Area Element:													
Growth Area:		Araby Rd & Interstate 8		Arizona Ave & 16 <sup>th</sup> St		Avenue B & 32 <sup>nd</sup> St.							
		North End		Pacific Ave & 8 <sup>th</sup> St		Estancia		None		X			
Issues:		None											

**Public Comments Received:**

Name:	Travis Mitchell			Contact Information:	<a href="mailto:greenled@yayyou.com">greenled@yayyou.com</a>				
Method of Contact:	Phone		FAX		Email	X	Letter		Other
At this point the main gist of my concern is about the flow of and the amount of traffic along the stretch of 40th St behind me that has no sidewalks or bike lanes, and how many people (especially children) are riding bikes or walking on the pavement already... on top of the large amount of speeding and seemingly reckless drivers (which YPD seems to be trying to patrol more now at least).									

**External Agency Comments:**

See Attachment D

**Neighborhood Meeting Comments:**

No Meeting Required.

**Proposed conditions delivered to applicant on:**

February 3, 2021

**Final staff report delivered to applicant on:**

February 8, 2021

<input checked="" type="checkbox"/>	Applicant agreed with all of the conditions of approval on: February 3, 2021
<input type="checkbox"/>	Applicant did not agree with the following conditions of approval: (list #'s)
<input type="checkbox"/>	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

**Attachments**

A	B	C	D	E
Preliminary Plat Conditions of Approval	Preliminary Plat Map	Agency Notifications	Agency Comments	Aerial Photo

**Prepared By:**  
Richard Munguia  
Senior Planner



**Date:** Feb 10 2021

Richard.Munguia@YumaAZ.gov (928)373-5000, x1234

**Approved By:**  
Alyssa Linville,  
Assistant Director Community Development



**Date:** 02/11/2021

**ATTACHMENT A  
PRELIMINARY PLAT  
CONDITIONS OF APPROVAL**

The following conditions of approval have been determined to have a reasonable nexus to the requested subdivision application and are roughly proportionate to the impacts associated with the subdivision and expected development on the property.

**Community Development Comments: Alyssa Linville, Assistant Director, Community Development, (928) 373-5000, x 3037:**

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action request takes the place of the requirement for a separate notarized and recorded "Waiver of Claims" document.

**City Attorney Comments: (928) 373-5058:**

3. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
4. Any easements on other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the "utilities") to:
  - a. pay to cross the easement to reach any structure on the lot;
  - b. prevent the utilities from providing service to any structure on a lot; or
  - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers passed by the easement.
5. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.

**Engineering Comments: Agustin Cruz, Senior Civil Engineer (928) 373-5182:**

6. Owner/developer shall dedicate to the City of Yuma, via plat, the required right-of-way to obtain a nominal 80 feet of total right-of-way along 36th Street, as required for collector streets as called out in the City of Yuma Transportation Master Plan and in the City of Yuma Construction Standards.
7. Owner/developer shall dedicate to the City of Yuma, via plat, the required right-of-way to obtain a nominal 40 feet east half-width right-of-way along Avenue 7 ½ E, as required for a collector street as called out in the City of Yuma Transportation Master Plan and in the City of Yuma Construction Standards.
8. Owner/developer shall dedicate to the City of Yuma, via plat, the required right-of-way to obtain a nominal 50 feet north half-width right-of-way along 40th Street, as required for minor arterial streets as called out in the City of Yuma Transportation Master Plan and in the City of Yuma Construction Standards.
9. Owner/developer shall dedicate to the City of Yuma, via plat, all required corner visibility triangles in all major and local street intersections as specified in City of Yuma Construction Standard 3-005 (dimensions of corner triangle vary depending on type of intersection).

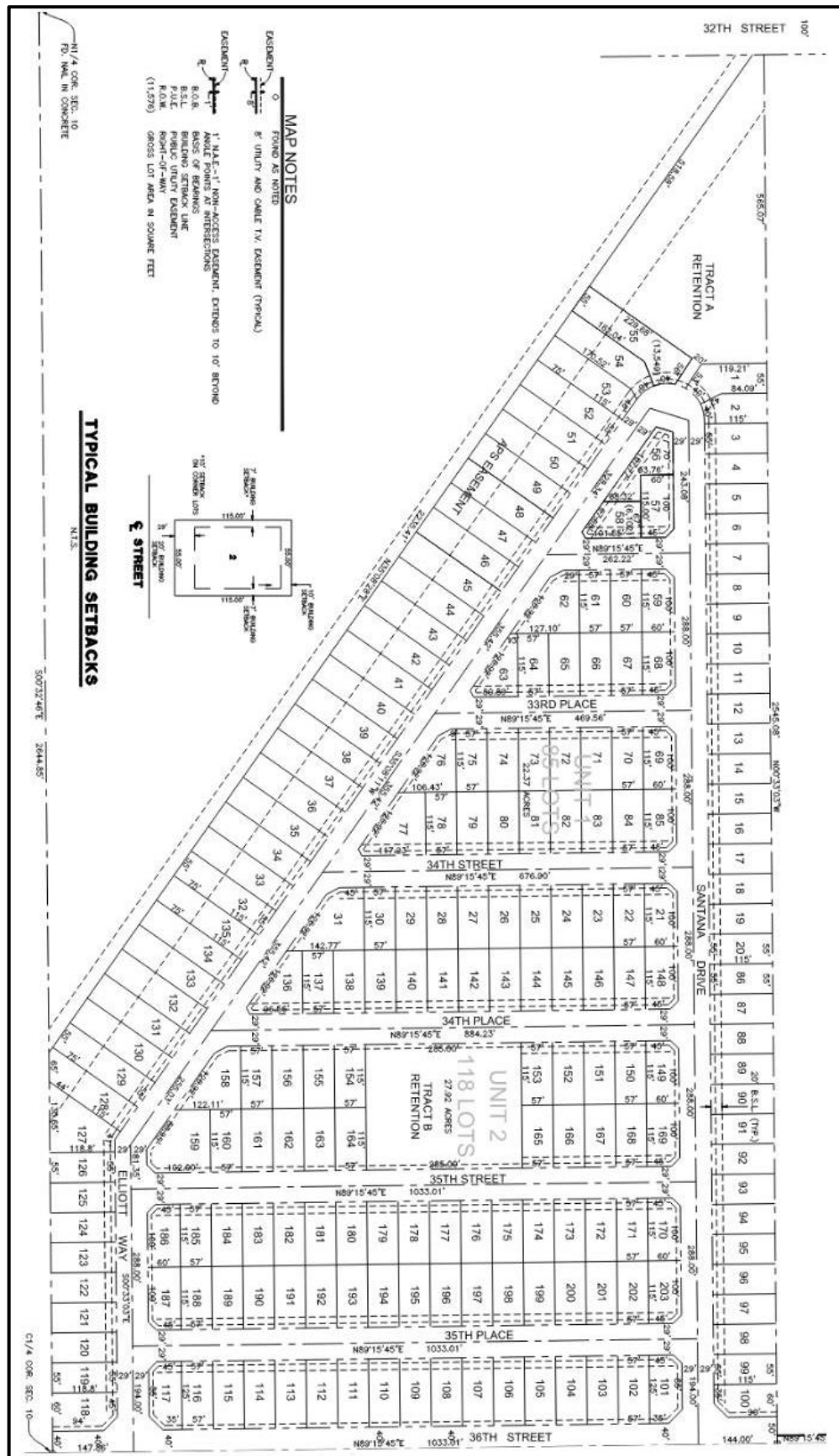
10. Owner/developer shall dedicate to the City of Yuma, via plat, additional right-of-way for turn lanes, as specified in City of Yuma Construction Standard 2-050. This includes turn lanes at point of entrances to the subdivision.
11. Owner/developer shall dedicate to the City of Yuma a 1-foot non-access easement along all collector and minor arterial street frontages, as well as across all corner triangles in conformance with City of Yuma Construction Standard 2-096.
12. All exterior fencing shall be constructed of masonry. Access gates, whether vehicular or pedestrian, shall not be permitted along the exterior masonry fencing for the subdivision phase, including fencing along the BOR/Yuma Mesa Water Users canals right of way. Such fencing can be removed during the construction of pools, in order to access utility or drainage easements, or during other residential construction; however, such masonry fencing and adjacent landscaping will need to be replaced accordingly.

**Community Planning Conditions: Richard Munguia, Senior Planner, (928) 373-5000, x3070**

13. The Owner shall submit a final plat within three (3) year of Preliminary Plat approval. Should a Final Plat not be submitted within three (3) year of the effective date of approval of the Preliminary Plat, the approval of this Preliminary Plat shall be null and void, unless the conditions are contained in an executed Pre-development Agreement.

**Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.**

**ATTACHMENT B**  
**PRELIMINARY PLAT MAP**





# ATTACHMENT C

## AGENCY NOTIFICATIONS

- Legal Ad Published: The Sun 01/29/2021
- 300' Vicinity Mailing: 01/04/2021
- 34 Commenting/Reviewing Agencies noticed: 01/07/2021
- Site Posted on: 02/12/2021
- Neighborhood Meeting: N/A
- Hearing Date: 02/22/2021
- Comments due: 01/18/2021

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	X	01/12/2021	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	X	01/12/2021	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	X	01/19/2021		X	X
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	X	01/13/2021			X
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	X	01/14/2021		X	
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D  
AGENCY COMMENTS**

Conditions of approval must be written in the form of a formal condition for use in staff's report. Your conditions will be used verbatim. If you also have a comment, please indicate below.

☐ Condition(s) ☐ No Condition(s) ☒ Comment

Enter conditions here: ensure proper fire department access is indicated at plan review submittal

DATE: 1/13/21 NAME: Kayla Franklin TITLE: Fire Marshal  
CITY DEPT: Fire  
PHONE: 928-373-4865  
RETURN TO: Richard Munguia  
Richard.Munguia@YumaAZ.gov

Conditions of approval must be written in the form of a formal condition for use in staff's report. Your conditions will be used verbatim. If you also have a comment, please indicate below.

☒ Condition(s) ☐ No Condition(s) ☐ Comment

Enter conditions here: MCAS has reviewed the request for APNs 197-10-007/9 for approximately 128.74 acres. The subject parcels are located under a known flight path, it is requested that an Avigation Easement be recorded that recognizes the noise, interference, or vibrations due to aviation operations that may occur at the nearby Marine Corps Air Station Yuma / Yuma International Airport Aviation Complex and its associated flight paths. Please send a copy of the recorded easement to MCASYUMA\_CPLO@usmc.mil. Thank you for the opportunity to review and comment.

DATE: 14 Jan 2021 NAME: Antonio Martinez TITLE: Community Liaison Specialist  
CITY DEPT: MCAS Yuma  
PHONE: 928-269-2103  
RETURN TO: Richard Munguia  
Richard.Munguia@YumaAZ.gov

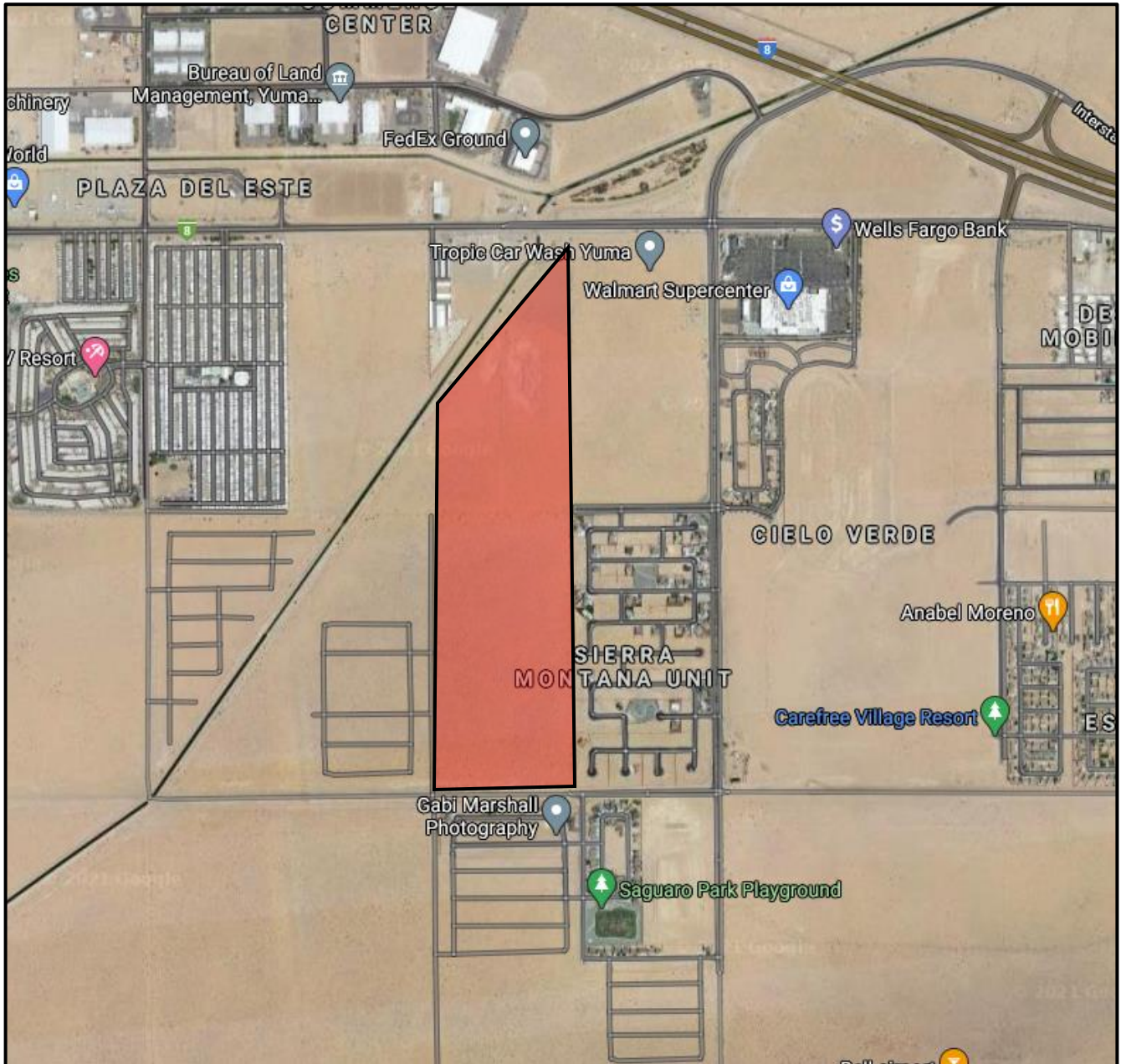
☒ COMMENT ☐ NO COMMENT

Enter comments below:

Please be aware that both site maps attached had incorrect compass directional information. The APS easement currently shown on the site map is incorrect and should be shown as Western Area Power Administration (WAPA). WAPA has an easement recorded in Docket 1298, pages 912-921, whereas, as recited on page 916, paragraph 1 of LIMITATION OF USE, certain improvements are restricted. These restrictions impact Tract A (retention basin), Lots 32 thru 55, inclusive and Lots 127 thru 135, inclusive. Prior to any construction activity the Landowner and/or their representative must contact WAPA-DSW Region-Lands Department for concurrence of their construction activity within WAPA's easement.

DATE: 1/19/21 NAME: Dennis Patane TITLE: Realty Technician  
AGENCY: Western Area Power Administration  
PHONE: 602 605-2713  
RETURN TO: Richard Munguia  
Richard.Munguia@YumaAZ.gov

ATTACHMENT G  
AERIAL PHOTO



FINAL PLAT  
SANTANA UNIT 1

A SUBDIVISION OF A PORTION OF THE NE1/4 OF SECTION 10,  
T.9S., R.22W., G.&S.R.B.&M., YUMA, ARIZONA

PREPARED BY: COLVIN ENGINEERING, INC.  
6105 E. ALYSSA LANE  
YUMA, ARIZONA 85365  
PH. 928-580-1061

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:  
THAT SANTANA 142 RE HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,  
CAUSED A PORTION OF THE EAST 1/2 OF SECTION 10 , T.9S., R.22W., G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED  
HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACT UNDER THE NAME OF "SANTANA UNIT 1" AND HEREBY  
DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND  
STREETS, CONSTITUTING SAID "SANTANA UNIT 1" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY  
THE NAME, AND THE TRACT BY THE LETTER, GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT SANTANA 142 RE  
HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF YUMA FOR ITS USE AND  
BENEFIT THE STREETS SHOWN HEREON, AND THE OTHER EASEMENTS ARE DEDICATED TO THE USE SHOWN, DEFINED ON  
SAID PLAT AND AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED  
CONCURRENTLY HEREWITH. TRACT A IS DEDICATED TO THE CITY OF YUMA FOR USE AS DRAINAGE AND STORM WATER  
RETENTION BASINS.

IN WITNESS WHEREOF, SANTANA 142 RE HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME  
TO BE SIGNED AND ITS SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF ITS OFFICER, THEREUNTO DULY  
AUTHORIZED.

SANTANA 142 RE HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

ROBERTA L. COOPER  
MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA )  
COUNTY OF YUMA ) SS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED  
ROBERTA L. COOPER WHO ACKNOWLEDGED HERSELF TO BE MANAGER OF SANTANA 142 RE HOLDINGS, AN ARIZONA  
LIMITED LIABILITY COMPANY, AND THAT SHE AS SUCH OFFICER, BEING AUTHORIZED TO DO SO, EXECUTED THE  
FOREGOING INSTRUMENTS FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION  
BY HERSELF, AS SUCH OFFICER, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

APPROVALS

CITY OF YUMA PLANNING DIRECTOR

CITY OF YUMA ENGINEER

STATE OF ARIZONA ) SS  
COUNTY OF YUMA )  
THIS SUBDIVISION, AS SHOWN HEREON, HAS BEEN APPROVED BY THE MAYOR AND  
CITY COUNCIL OF THE CITY OF YUMA ON THE 3RD DAY OF NOVEMBER, 2021.

MAYOR

ATTEST:

CITY OF YUMA CLERK

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

LAND SURVEYOR CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE  
REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND  
THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY  
MADE UNDER MY SUPERVISION DURING SEPTEMBER 2020; THAT ALL MONUMENTS  
SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR  
WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE  
MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE  
SURVEY IS TRUE AND COMPLETE AS SHOWN.

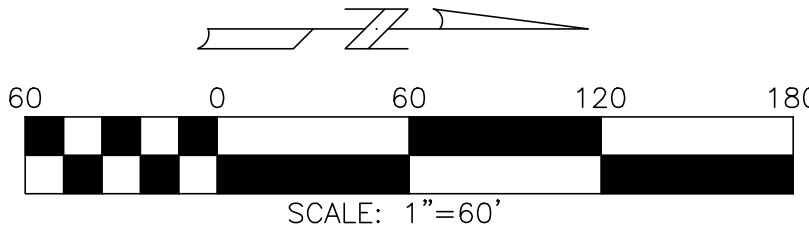
Craig R. Colvin  
REGISTERED LAND SURVEYOR NO. 25069  
CRAIG R. COLVIN



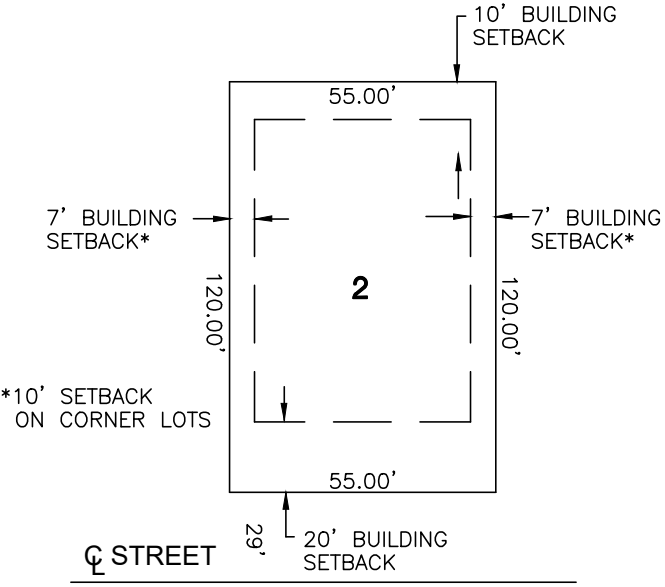
FINAL PLAT  
SANTANA UNIT 1

A SUBDIVISION OF A PORTION OF THE NE1/4 OF SECTION 10,  
T.9S., R.22W., G.&S.R.B.&M., YUMA, ARIZONA

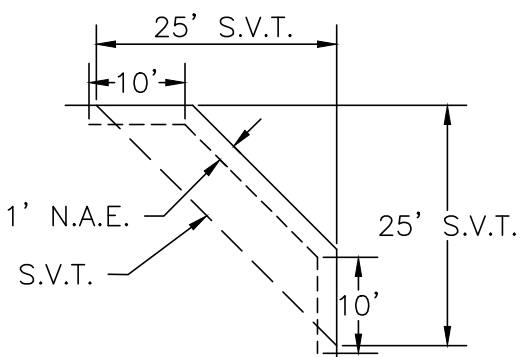
AREA=21.82 ACRES



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°15'10"E	20.59'
L2	N72°42'17"W	35.80'
L3	N45°38'39"W	21.18'
L4	N44°21'21"E	21.25'
L5	N62°12'07"E	44.53'
L6	S27°47'53"E	27.30'
L7	S0°33'03"E	1.00'



TYPICAL LOT SETBACKS



TYPICAL 1' N.A.E. & S.V.T.  
AT INTERSECTIONS

F.E.M.A. FLOOD DESIGNATION

AS INDICATED ON THE FIRM COMMUNITY PANEL NO. 04027C1545E, THE  
ENTIRE SITE IS DESIGNATED AS NO SPECIAL FLOOD HAZARD AREAS.

BASIS OF BEARINGS

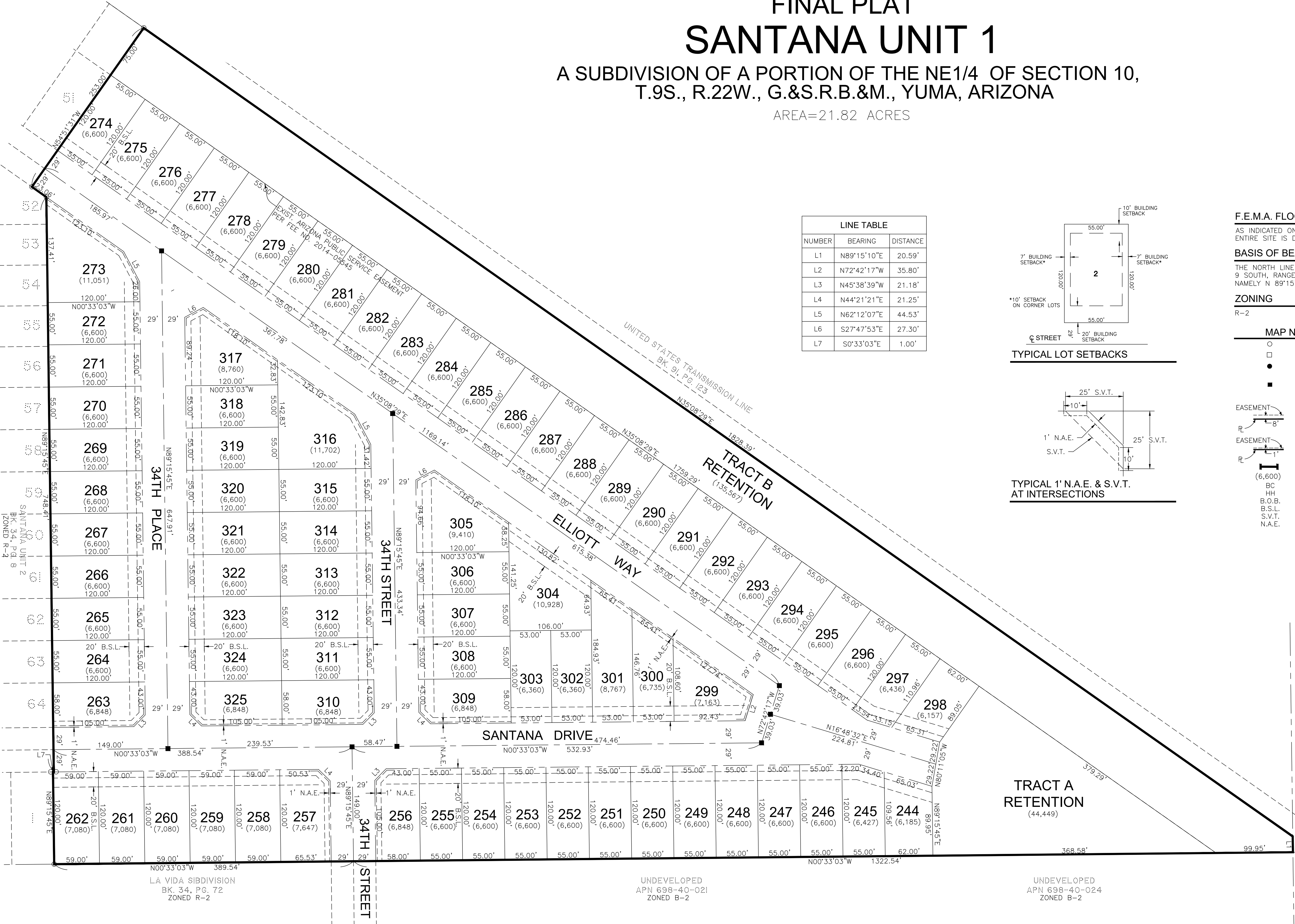
THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP  
9 SOUTH, RANGE 22 WEST, GILA AND SALT RIVER BASE AND MERIDIAN  
NAMELY N 89°15'10" E

ZONING

R-2

MAP NOTES

- FOUND CITY OF YUMA BOUNDARY MONUMENT NO. 4-015
- FD. CITY OF YUMA STD. NO. 4-030
- SET CITY OF YUMA BOUNDARY MONUMENT  
NO. 4-015, CORNER THIS SUBDIVISION
- SET CITY OF YUMA STANDARD STREET MONUMENT  
NO. 4-030 STAMPED L.S. 25069
- SET 1/2" REBAR CAPPED 25069 AT ALL LOT CORNERS
- 8' PUBLIC UTILITY EASEMENT (TYPICAL)
- EASEMENT (Symbol: line with arrows pointing out)
- EASEMENT (Symbol: line with arrows pointing in)
- (6,600) POST OFFICE CLUSTER BOX LOCATIONS
- BC GROSS LOT AREA IN SQUARE FEET
- HH BRASS CAP
- B.O.B. HAND HOLE
- B.S.L. BASIS OF BEARINGS
- S.V.T. BUILDING SETBACK LINE
- N.A.E. SIGHT VISIBILITY TRIANGLE
- N.A.E. NON-ACCESS EASEMENT



NOTES

1. THIS SUBDIVISION INCLUDES A VARIANCE TO ALLOW MAXIMUM LOT  
COVERAGE OF UP TO 42%.
2. LOT SPLITS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION.

OWNER & DEVELOPER:

SANTANA 142 RE HOLDINGS, LLC  
AN ARIZONA LIMITED LIABILITY COMPANY  
6255 E. 26TH STREET, SUITE D  
YUMA, AZ 85365  
(928)317-9701

NE COR. SEC. 10  
FD. BC IN HH

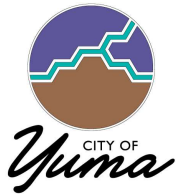
SHEET 2 OF 2



PREPARED BY:

Colvin  
engineering, Inc.

6105 E. ALYSSA LANE YUMA, ARIZONA 85365  
PH. 928-580-1061



# City of Yuma

## City Council Report

File #: MC 2024-167

Agenda Date: 10/16/2024

Agenda #: 13.

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

### TITLE:

**Adoption of the Updated City of Yuma Strategic Plan**

### SUMMARY RECOMMENDATION:

Adopt the updated 2024 - 2029 City of Yuma Strategic Plan. (Administration) (Jay Simonton/Jennifer Reichelt)

### STRATEGIC OUTCOME:

Adopting the updated Strategic Plan supports the City Council's commitment to being an organization that is Respected and Responsible. Regularly reviewing and updating the Strategic Plan ensures the document reflects current City Council priorities and organizational needs.

### REPORT:

The City of Yuma's Strategic Plan is a long-term planning document outlining the City's vision for the future and the actionable steps required to achieve that vision. Serving as a roadmap, the Strategic Plan defines key priorities, goals, and initiatives aimed at guiding the City toward success.

In the fall of 2020, the City embarked on an initial strategic planning process, which resulted in the creation and adoption of the City of Yuma's Strategic Plan, which included a Vision Statement, five (5) Strategic Outcomes, and several priority initiatives. Since its initial adoption, the Strategic Plan has been reviewed regularly and updated as needed by the City Council.

In March 2024, the City Council held an annual retreat, focusing on governance and strategic planning. During the strategic planning session, attendees split into five (5) small groups, one for each Strategic Outcome. These groups reviewed existing priorities, evaluated progress, and identified possible new priority initiatives. During small group discussions, Councilmembers shared individual priorities and heard observations from staff regarding current and emerging needs within the organization. Councilmembers then rotated through each of the small groups and had the opportunity to discuss and share additional ideas and thoughts for each area.

At the conclusion of the small group exercise the Council was provided a comprehensive listing of all existing and new priority projects, ideas, as well as new initiatives discussed during the small group discussions. From there, Council participated in a ranking (*dot voting*) exercise and based on interest (*number of dots received*), the initiatives were categorized as top priority, high priority, or other priority.

At the end of the strategic planning exercise the City Council reaffirmed their commitment to the existing Vision Statement and the established five (5) Strategic Outcomes. The Council did take the opportunity to update the definitions of several Strategic Outcomes, as noted below in bold text, as well as incorporate several new priority initiatives. Those initiatives ranked as top and high priority have been incorporated into the Strategic Plan.

### Vision Statement

“Yuma is a thriving, safe and prosperous community with opportunities powered by innovation, partnerships, collaboration and robust education - a unique and welcoming place that all generations are proud to share.”

### Strategic Outcomes

1. Safe and Prosperous - Yuma is a prosperous city that supports thriving businesses, access to education, and multi-generational opportunities, with **safety as its cornerstone**.
2. Active and Appealing - Yuma plans and leverages its natural resources, public spaces, and cultural amenities to support an active and appealing community.
3. Connected and Engaged - Yuma is connected and engaged through **cutting-edge technology**, active communication, forward-looking partnerships, and ongoing public involvement.
4. Unique and Creative - Yuma is a unique and creative community, built on our shared history, sense of place, and civic pride.
5. Respected and Responsible - Yuma is a trusted steward of City resources; relied upon to **provide regional leadership**, premier services, and **facilities**.

### Strategic Plan Timeline

- October 2020 - Council held a Vision and Goal Setting Session and developed the initial Strategic Plan.
- December 2020 - Council formally adopted the Strategic Plan.
- February 2021 - The Council held a follow-up Vision and Goal Setting Session; minor edits/changes were made to the Strategic Plan.
- April 2021 - Council adopted the updated Strategic Plan.
- October 2021 - The Council held a Vision and Goal Setting Retreat and amended their Vision Statement, reaffirmed the Strategic Outcomes, and added two new priority initiatives.
- April 2021 - Council adopted the updated Strategic Plan.
- July 2022 - The Strategic Plan was updated internally to reflect the status of existing priority initiatives.
- February 2023 - During the Council's Annual Retreat staff provided updates on several priority initiatives. No changes to the Strategic Plan were made at the time. The Strategic Plan was updated internally to reflect the status of priority initiatives.
- March 2024 - At the annual Council Retreat the Council reaffirmed their commitment to the existing Vision Statement and Strategic Outcomes; Council revised the definitions of several Strategic Outcomes and added several new priority initiatives (included in this update of the Strategic Plan).

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

The update of the Strategic Plan does not have a direct impact on the City's budget.

**ADDITIONAL INFORMATION:**

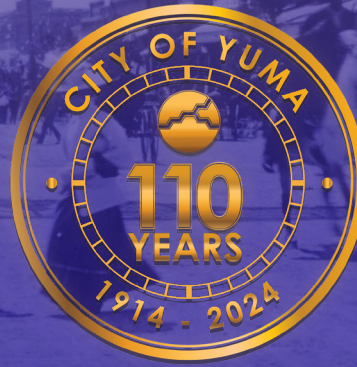
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



# CITY OF YUMA STRATEGIC PLAN 2024-2029



YUMAAZ.GOV | 928-373-5000 | 1 CITY PLAZA, YUMA AZ 85364



# MAYOR AND COUNCIL



Mayor  
Douglas J. Nicholls



Deputy Mayor  
Chris Morris



Councilmember  
Arturo Morales



Councilmember  
Leslie McClendon



Councilmember  
Michael Shelton



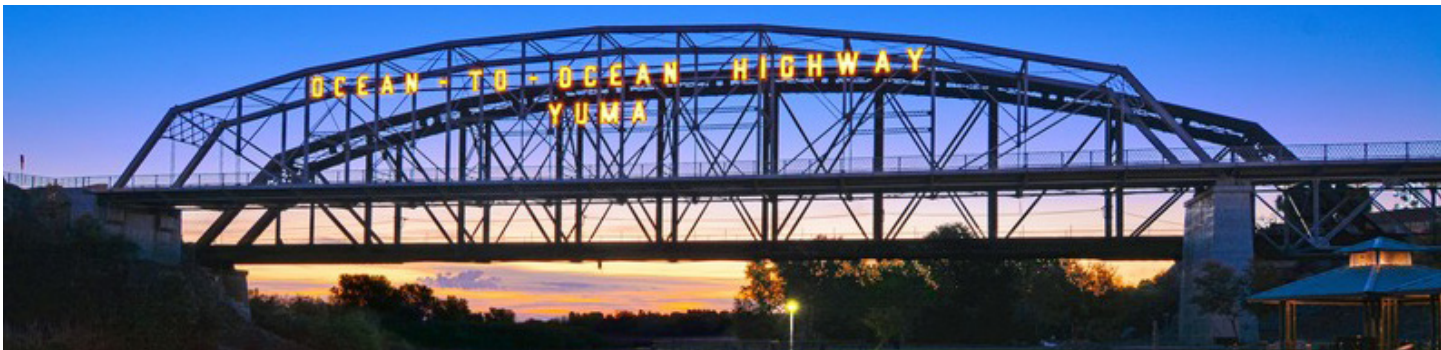
Councilmember  
Ema Lea Shoop



Councilmember  
Carol Smith

## VISION

Yuma is a thriving, safe and prosperous community with opportunities powered by innovation, partnerships, collaboration and robust education – a welcoming and unique place that all generations are proud to share.



On March 26 and 27, 2024 the City Council held their annual Council Retreat where they had the opportunity to review and update the Strategic Plan. During the retreat, the Council reaffirmed their commitment to the existing Vision Statement and the established five (5) strategic outcomes. The Council did take the opportunity to revise the definitions of several strategic outcomes, including Safe and Prosperous, Connected and Engaged, and Respected and Responsible. In addition, the Council identified several new initiatives to support and new initiatives have been incorporated.



## ACTIVE & APPEALING

## CONNECTED & ENGAGED

## UNIQUE & CREATIVE

## RESPECTED & RESPONSIBLE

85



# SAFE & PROSPEROUS



## UNDERWAY

- Desert Dunes expansion
- Update zoning regulations (ten zoning code text amendments have been completed as of June 2024)
- Update utility codes



## ONGOING

- Increase Downtown use and visibility
- Pursue widening of US 95 to YPG



## NEW INITIATIVES

- Expand efforts related to economic development
- Encourage and attract new industry (zone ready, plan ready)
- Identify adequate staffing for public safety
- Seek voter approval for base adjustment to annual expenditure limitation
- Install directional signage on 4th Avenue connecting to Downtown
- Expand public safety infrastructure out east
- Update regulations and processes to increase housing opportunities for all



## COMPLETED

- Update the General Plan (2022)
- Community Development Code Update of the 2018 Plumbing, Fuel, Gas, Mechanical and the 2020 National Electric Code (2022)
- Update City's Investment Policy (2024)



## ACTIVE & APPEALING



### UNDERWAY

- Build East Mesa Park facility
- Revitalize Kennedy Skate Park
- Complete Parks Master Plan and determine priority implementation strategy



### NEW INITIATIVES

- Care for existing infrastructure – improve road conditions, park revitalization program
- Beautify the community's overall curb appeal – landscape right-of-ways
- Develop a partnership for trail connections – establish a trail/bike path connection (irrigation districts) establish equitable maintenance partnerships BOR/ADOT/schools



## CONNECTED & ENGAGED



### NEW INITIATIVES

- Hold joint City/County meetings twice per year
- Establish private-public partnership for Hotel del Sol
- Joint K-20 education opportunities – Elevate Southwest
- Establish Innovation Hub



### COMPLETED

- Transition to Invoice Cloud (2021)



## UNIQUE & CREATIVE



### ONGOING

- Support Spaceport as a hub for science and regional attraction



### NEW INITIATIVES

- Develop Innovation District



### COMPLETED

- Deploy intranet to improvement internal communications (2021)
- Update contractor self-inspection program for lath, drywall, roof nailing (2024)



## RESPECTED & RESPONSIBLE



### ONGOING

- Prioritize public-private partnerships
- Keep taxes low and relevant to residents' desire for services
- Actively support the protection of the region's Colorado River Water Rights
- Expansion of the Police Academy



### NEW INITIATIVES

- Participate in 2027 Colorado River Operations Plan
- Advocate for local control by proposing our own bills – be proactive, not reactive



### COMPLETED

- Issue a bond or seek a voter-approved tax to fix the PSRPS shortfall (2021)
- Update the General Plan and identify where development will occur (2022)
- Provide competitive benefit and compensation plans to be an employer of choice (2023/2024)

# POTENTIAL INITIATIVES

---

These initiatives were presented at the 2024 Council Retreat but did not rise to the top of the list when the Council ranked items.

## SAFE & PROSPEROUS

- Enhance collaboration between City and County development departments
- Focus on acquiring land for innovation district and industrial development
- Implement an Intelligent Transportation System

## ACTIVE & APPEALING

- Develop a plan for and support Riverfront development
- I-8 visual improvements
- Bring drive-in movie theater to Yuma
- Plant native trees
- Integrated Multi-Modal Transportation Master Plan update

## CONNECTED & ENGAGED

- Youth Government Day
- Establish a Youth Council or Youth Involvement Forums
- Expand partnerships with military
- Expand online public document offerings/ access
- Recruit a trade school to Yuma (advocate)
- Research and develop AI uses and City applications
- Hold City meetings – geographic areas
- Enhance and improve City website (department ownership)
- Explore resident notification tools (SMS, apps, etc.)
- Parcel file access (online)
- Provide tools for businesses to expand in foreign markets

## UNIQUE & CREATIVE

- Documentation/history of City of Yuma
- Create a simplified process for murals and public art
- Underground overhead utilities
- Use drone technology to enhance City operations
- Use of public-private partnership to restore/repair facilities
- Honor and preserve the history of Pioneer Cemetery
- Find unique way to fund historic City Hall restoration
- Use of North End Redevelopment Fund to enhance or improve historic downtown
- Create partnership with Yuma County Historical Society to sustain Molina Block and Sanguinetti House Museum

## RESPECTED & RESPONSIBLE

- Increased Public Service Announcements (PSAs) for recruitment and retention
- Expansion of the Municipal Court and Prosecutor's Office

# BACKGROUND

## INTRODUCTION

On March 26 and 27, 2024 the City Council held their annual Council Retreat where they had the opportunity to review and update the Strategic Plan. During the retreat, the Council reaffirmed their commitment to the existing Vision Statement and the established five (5) strategic outcomes. The Council did revise the definitions of several strategic outcomes, including:

- Safe and Prosperous
- Connected and Engaged
- Respected and Responsible

In addition, the Council identified several new initiatives to support each strategic outcome. The updated language and new initiatives are included in this version of the Strategic Plan.

## CURRENT STRATEGIC PLAN

On March 26 and 27, 2024 the City Council help their annual Council Retreat, which focused on governance and the strategic plan. An outside facilitator was used to guide discussion and assist in the strategic planning process. The first day of the retreat focused on governing together, understanding the Council-Manager form of government and shared expectations.

The second day of the retreat focused on reviewing and updating the City's adopted Strategic Plan. During the session retreat attendees were split into five (5) small groups, one for each strategic outcome. Each small group was tasked with reviewing the definition of their assigned strategic outcome, evaluating existing priority initiatives, as well as identifying new priority initiatives.



At the end of the exercise the Council reaffirmed their commitment to the existing Vision Statement and the established five (5) strategic outcomes. However, based on the conversation and discussion during the retreat, the Council took the opportunity to revise the definitions of several strategic outcomes, including:

- Safe and Prosperous
- Connected and Engaged
- Respected and Responsible

The Council was then provided a comprehensive listing of all new priority projects, ideas, and initiatives discussed during the small group discussions. From there, Council participated in a ranking exercise ("dot voting exercise") and based on interest (number of dots received) the initiatives were categorized as top priority, high priority, or other priority.

Based on this exercise, the Council identified several new initiatives to support each strategic outcome. The updated language and new initiatives have been incorporated into this document.

## **HISTORY OF THE CITY'S STRATEGIC PLANNING PROCESS**

A strategic plan serves as a roadmap for a city's future, guiding decisions, optimizing resources, and fostering a strong, vibrant, and resilient community. In 2020, the City Council recognized the importance of having an updated and current Strategic Plan. At the time, the City's most recent Strategic Management Planning document was from January 2002.

The Council held a Vision and Goal Setting Retreat on October 26 and 27, 2020. The purpose of the retreat was to develop a strategic plan for the City of Yuma, which reflected our unique history and desired future outcomes. An outside facilitator was used to guide the Council through the process of developing a plan, which included creating a Vision Statement, strategic outcomes, and priority initiatives. The Council as well as members of the Executive Leadership Team participated in the strategic planning process.



In the weeks leading up to the retreat, the City hosted a citywide listening tour called "Your Insights, Yuma's Future." The public sessions were held at various locations throughout the community. During the listening tour residents were asked to share their thoughts and ideas on the Yuma community and its future. In addition, the City conducted an online survey aimed at identifying resident and business perspectives on the future of the City of Yuma.

The comments from the listening tour and the results of the survey were provided to the City Council during the Vision and Goal Setting process and were influential to the City Council discussion and strategic planning effort.

At the conclusion of the initial Vision and Goal Setting Retreat, the Council developed a Vision Statement, five strategic outcomes, and several priority initiatives, or goals for each outcome. The Strategic Plan was first adopted by the City Council on December 16, 2020.

Since the initial Vision and Goal Setting session in 2020, the Mayor and Council have continued to meet to review and update the plan as needed.

## STRATEGIC PLAN TIMELINE

2020

- October – Council held their initial Vision and Goal Setting Session and developed the Strategic Plan.
- December – Council formally adopted the Strategic Plan on December 16, 2020.

2021

- February – The Council held a follow-up Vision and Goal Setting Session; minor edits/changes were made to the Strategic Plan.
- April – Council adopted the updated Strategic Plan on April 21, 2021
- October - The Council held a Vision and Goal Setting Retreat and amended their Vision Statement, reaffirmed the Strategic Outcomes, and added two new priority initiatives.
- April - The Council formally adopted the updated Strategic Plan at a City Council Meeting on April 21, 2021.

2022

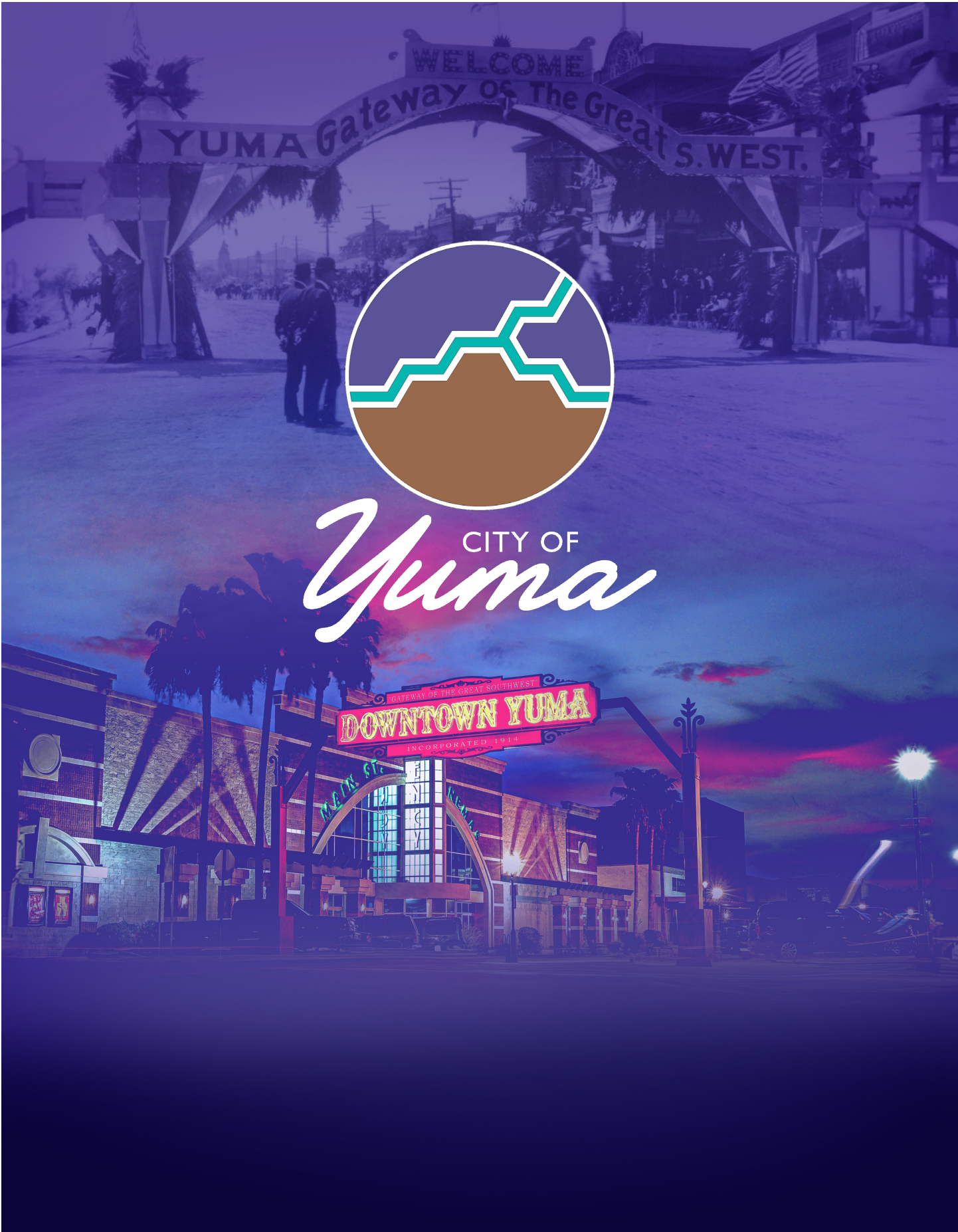
- July –The Strategic Plan was updated to reflect which priority initiatives or goals had been completed, underway, ongoing, or on the horizon. No other changes were made to the document.

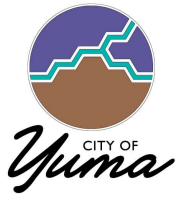
2023

- February - A City Council Retreat was held in February. During the retreat the Council received updates from staff on several priority initiatives and had the chance to review the Strategic Plan. No changes to the plan were made.
- February - The Strategic Plan was updated to reflect, which priority initiatives or goals had been completed, underway, ongoing, or on the horizon. No other changes were made to the document.

2024

- March – The annual Council Retreat was held in March. During the retreat the Council reaffirmed their commitment to the existing Vision Statement and the established five (5) strategic outcomes. The Council did revise the definitions of several strategic outcomes and added new priority initiatives (included in this update of the Plan).
- October – Council to adopt the updated Strategic Plan.





# City of Yuma

## City Council Report

File #: R2024-055

Agenda Date: 10/16/2024

Agenda #: 1.

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

**TITLE:**

**Intergovernmental Agreement: Yuma Union High School District #70 - Joint Use of Facilities**

**SUMMARY RECOMMENDATION:**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current Joint Use of Facilities Program with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Respected and Responsible as it provides the Yuma community with access to additional facilities for City and school-based recreational programs.

**REPORT:**

The City of Yuma and the Yuma Union High School District #70 (District) have benefited from a joint use facilities IGA since 2009. This agreement provides access to facilities that help meet our community's recreational needs.

Under the IGA, the City gives the District access to City-owned recreational facilities such as athletic fields, sport courts, swimming pools, parks and trails during school hours, and the District gives the City access to district-owned recreational facilities such as tennis courts, gymnasiums, athletic fields, dance rooms, auditoriums, running tracks, classrooms, and stage during non-school hours.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**RESOLUTION NO. R2024-055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
YUMA, ARIZONA, AUTHORIZING AND APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH YUMA UNION  
HIGH SCHOOL DISTRICT #70 FOR THE JOINT USE OF  
FACILITIES**

WHEREAS, the City of Yuma (City) and the Yuma Union High School District #70 (District) have benefitted from an intergovernmental agreement (IGA) to share field and facility spaces; and,

WHEREAS, there continues to be a public need for additional facilities to provide space for City and school-based recreational programs; and,

WHEREAS, the current joint use of facilities IGA has expired and the City and the District wish to continue sharing field and facility spaces.

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 IGA between the District and City for the joint use of facilities is approved.

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

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## **INTERGOVERNMENTAL AGREEMENT**

### **Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

THIS AGREEMENT, made and entered into this 14 day of August, 2024 by and between the City of Yuma, a municipal corporation of the State of Arizona, hereinafter referred to as "City" and the Yuma Union High School District #70, hereinafter referred to as "District".

WHEREAS, the City is authorized by City Charter, Article III, Section 13 to enter into this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, pursuant to A.R.S. § 11-951 et seq., cities and schools may enter into agreements for the construction, development, cooperative, maintenance, operation, and use of parks, swimming pools, and other recreational facilities on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS, the District has recreation facilities such as tennis courts, gymnasiums, athletic fields, , dance rooms, , auditoriums, running tracks, classrooms and stage that could be used for community health, education, and enrichment opportunities provided through the City during non-school hours; and

WHEREAS, the City has recreation facilities such as athletic fields, sport courts, swimming pools, parks, trails, and meeting spaces that could be used for education and school athletic opportunities provided through the District; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct educational and recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to partner in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

#### **Section 1. Purpose**

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each party.

#### **Section 2. Term**

This Agreement will become effective as of the date indicated above, and will terminate ten (10) years thereafter, unless terminated earlier as provided in section 3, or renewed. This Agreement will automatically renew for two additional five (5) year periods unless written notice of nonrenewal is given to the other party prior to the renewal period.

#### **Section 3. Termination**

This Agreement may be terminated at any time by mutual agreement of the parties or either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party of intent to terminate. Upon termination of the Agreement, each party will assume

## **INTERGOVERNMENTAL AGREEMENT**

### **Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

full use and responsibility for its Facilities Including, but not limited to, water costs, utility costs and maintenance.

#### **Section 4. Facilities**

This Agreement authorizes the continued joint use of each party's respective facilities, as shown on Exhibit "A" attached ("Facilities"). Exhibit A may be amended upon written approval of the City Administrator or designee and the school Superintendent or designee, without further modification of this Agreement. The Facilities listed on the attached Exhibit "A" that are the property of the District shall be referred to herein individually as a "District Facility," and collectively as the "District Facilities." The Facilities listed on the attached Exhibit "A" that are the property of the City shall be referred to herein individually as a "City Facility" and collectively as the "City Facilities". Facilities may include, but not be limited to, buildings and grounds, parks, trails, and educational, recreational and athletic facilities, and parking areas.

The parties acknowledge that they have entered into separate agreements concerning ownership, construction, use and maintenance of a swimming pool complex at Cibola High School, the Cibola Softball Athletic Complex, and the Desert Hill Golf Course and that these three facilities are not included in the Facilities addressed by this Agreement. (See Exhibit "A").

#### **Section 5. General Guidelines for Joint Use of Facilities**

- A. **Facility Usage.** Each party will make its Facilities listed in Exhibit "A" available for use by the other party after the scheduling requirements for each party's own programs have been met. During the School Year (August 1<sup>st</sup> to the following May 31<sup>st</sup>), the District will have exclusive use of District Facilities each weekday from 7:30 am to 6:00 pm and on weekends as required by the District athletic schedules, as defined by the Arizona Interscholastic Association, and other school activities. The City will have use of District Facilities, any time during Summer Months (June and July), weekends, or holidays, and at 6:00 p.m. on weeknights during the School Year, unless the Facilities are previously scheduled for District events or District maintenance. The City will have priority use of City Facilities year round. The District may have use of City Facilities, unless previously scheduled or for City maintenance.
- B. **Enforcement of Policy.** District reserves the right to enforce District policies including, but not limited to, dress codes and policies addressing alcohol consumption, at all District sponsored activities. City reserves the right to enforce City policies at City sponsored events, provided that the parties agree that no alcohol shall be permitted on District Facilities. City
- C. **Facility Maintenance.** Each party will maintain its own Facilities and equipment in good and reasonable repair as required by law. The District will be solely responsible for costs of and making any repair of damages to the City Facilities that occur during District's use of the City Facilities. The City will be solely responsible for the costs of and making any repair of damages to District Facilities that occur during City's use of District Facilities. The party responsible for the damages shall promptly notify the owning party of any damages that occur during the responsible party's use of the Facilities. The owning party, upon discovering any damages reasonably believed to be caused during the other party's use of the Facilities, shall notify the other party in writing of the damages, and may make required repairs and invoice the responsible party the actual, reasonable costs thereof. The responsible party shall pay the

## INTERGOVERNMENTAL AGREEMENT

### Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities

invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible party has disputed the damages or costs in writing, specifying the items in dispute and the reason therefore. The parties will use best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term "damage" does not include ordinary wear and tear. Each party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed to otherwise.

- D. **Non-Interference.** Each party agrees that use of the other party's Facilities will not interfere with the other party's usual conduct of its business, nor be inconsistent with intended and normal use of the Facilities used. Each party agrees to provide necessary and appropriate supervision for activities conducted at the other party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage and the beginning and end of each period of use. Each party will leave the other's Facilities in neat and orderly condition unless specifically agreed otherwise.

#### **Section 6. Joint Use Scheduling Confirmation Process**

- A. **Scheduling.** Each owner will be responsible for maintaining the schedule for its own Facilities. Each party designates the following individual and email to receive and expedite all reservation requests:

City of Yuma Recreation Manager <a href="mailto:parksandrec@yumaaz.gov">parksandrec@yumaaz.gov</a>	Facilities Director <a href="mailto:facilityrental@yumaunion.org">facilityrental@yumaunion.org</a>
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- B. **Scheduling Priorities.** Each party shall apply the priorities listed in Exhibit "B" when processing reservation request(s).
- C. **Scheduling Meetings.** Representatives of the parties will meet on or about December 1, March 1, June 1 and September 1 of each year to discuss scheduling for April through June, July through September, October through December, and January through March respectively. Within two weeks following the meeting, each owner's representative shall prepare a joint use confirmation form for the quarter discussed and shall send the schedule to the other party. The receiving party will either approve the proposed schedule by returning it with a signature of approval or may, within 7 days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussion shall include review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of facilities and field turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve any issues. Each party shall in good faith and to the best of their ability accommodate request(s) outside of the approved quarterly schedule. The parties will in good faith discuss how to maximize the mutual benefit of the shared use of City and District Facilities.

## **INTERGOVERNMENTAL AGREEMENT**

### **Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

- D. **Scheduling Changes.** City and District will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by owner shall take priority.
- E. **Health and Safety.** If at any time the City or the District determines that a Facility does not meet applicable health and safety standards, or that for any other reason the Facility is unsafe for use, the using party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each party will take immediate steps to notify the other party of the cancellation/closure.

#### **Section 7. Fees**

Each party is exempt of rental fees but may be subject to any and all out-of-pocket expenses incurred by owner as a result of the use of the Facilities. Fees will be established during the scheduling process the parties agree to minimize fees to the extent possible for the community benefit.

#### **Section 8. General Terms and Conditions**

- A. **Finance and Budget:** Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriations of funds by either party for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the parties agree to a modification of this Agreement.

- B. **Notice:** Any notice given under this Agreement shall be in writing and sent to the party and address listed below:

If to City:	Parks and Recreation Director Parks and Recreation Department One City Plaza, Yuma, Arizona 85364
If to District:	YUHSD #70 Associate Superintendent 3150 S. Avenue A Yuma, Arizona 85364

- C. **Indemnification:** Each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that party's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the sole negligence or willful misconduct of the other party, its agents or employees.

## **INTERGOVERNMENTAL AGREEMENT**

### **Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

- D. **Non-Discrimination Requirements:** The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.
- E. **Employment Eligibility:** The parties warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party's employee or subcontractor employee who works on this Agreement to ensure that the party or its subcontractors are complying with this warranty. Employees hired by either party to provide services, whether providing those services on premises owned by the City or the District, shall be the employee of the hiring party only.
- F. **Insurance requirements:** District and City shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than \$1,000,000.00 covering their respective activities. This insurance may be compromised of self-insurance retention ("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.
- G. **Risk of Loss:** The party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.
- H. **Dispute Resolution:** The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either party, a dispute may be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matter in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.
- I. **Costs and Attorney Fees:** In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.
- J. **Assignments and Successors:** Neither party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this

## **INTERGOVERNMENTAL AGREEMENT**

### **Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

Agreement, or assign any monies due or payable hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

- K. **Entire Agreement:** This agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.
- L. **Conflicts of Interest Provisions:** This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.
- M. **Venue:** The parties must initiate and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.
- N. **Disposal of property:** The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
- O. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.
- P. **Governing Law:** The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- Q. **Previous Agreement Superseded:** This Agreement supersedes and replaces the previous joint use Agreement for City and District facilities between the City of Yuma and Yuma Union High School District #70 dated September 10, 2009.

**INTERGOVERNMENTAL AGREEMENT**

**Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**City of Yuma, a municipal  
Corporation**

**Yuma Union High School District #70**


By \_\_\_\_\_  
John D. Simonton, City Administrator

By   
Robert Jankowski, Associate Superintendent

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

  
C. Benson Hufford, YUHSD Attorney School  
District Attorney

**ATTEST:**

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

**INTERGOVERNMENTAL AGREEMENT**  
**Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**  
**Exhibit "A"**

**City Facilities**

Marcus Pool  
Kennedy Pool  
Carver Pool  
Ray Kroc Baseball Clubhouse  
Ray Kroc Baseball Complex  
Yuma Civic Center  
Keegan Field  
Sanguinetti Athletic Field  
Joe Henry Athletic Field  
Carver Park  
Joe Henry Gym  
Smucker Park  
West Wetlands Park  
Yuma Readiness & Community Center

**YUHSD # 70 Facilities**

Kofa High School  
Cibola High School  
Yuma High School  
Gila Ridge High School  
Carver Track

**Note:**

The following facilities are not included in this Agreement:

- Cibola High School Softball Complex, governed by the existing Agreement between Yuma Union High School District #70 and the City of Yuma, dated March 1, 1994.
- The community pool complex at Cibola High School, governed by the intergovernmental Agreement between the Yuma Union High School District #70 and the City of Yuma, dated August 13, 2008.
- The Desert Hills Golf Course.

**INTERGOVERNMENTAL AGREEMENT**  
**Joint Facility Use at Yuma Union High School District #70 and City of Yuma Recreational Facilities**

**Exhibit "B"**

**Facility Use Priorities**

**Priority 1 (Required)**

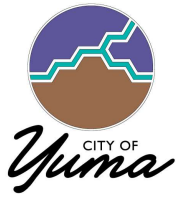
1. Schools/IGAs
2. State Agreements
3. Event Agreements

**Priority 2 (Critical)**

1. City Programs
2. Co-sponsors

**Priority 3 (Important)**

1. Third Party Users



# City of Yuma

## City Council Report

File #: R2024-056

Agenda Date: 10/16/2024

Agenda #: 2.

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

**TITLE:**

**Intergovernmental Agreement: Yuma Union High School District #70 - Cibola Softball Complex**

**SUMMARY RECOMMENDATION:**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current maintenance and use of the Cibola High School Softball Complex with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Respected and Responsible as it provides the Yuma community with access to the Cibola Softball Complex during non-school hours.

**REPORT:**

The City of Yuma and Yuma Union High School District #70 (District) have benefited from an IGA for the maintenance and use of the Cibola Softball Complex since 1994.

Under the IGA, the District agrees to make the Cibola High School Softball Complex available for City programming and the City agrees to maintain and schedule the use of the fields.

The IGA is contingent upon an annual budget appropriation by the City Council. In the event such appropriation is not made, the IGA automatically terminates.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**RESOLUTION NO. R2024-056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
YUMA, ARIZONA, AUTHORIZING AND APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH YUMA UNION  
HIGH SCHOOL DISTRICT #70 FOR THE MAINTENANCE AND  
USE OF THE CIBOLA HIGH SCHOOL SOFTBALL COMPLEX**

WHEREAS, the City of Yuma (City) and the Yuma Union High School District #70 (District) have previously entered into an intergovernmental agreement (IGA) governing the maintenance and use of the Cibola Softball Complex (Complex); and,

WHEREAS, the City benefits by receiving access to the Complex and the District benefits by the City scheduling and maintaining the Complex; and,

WHEREAS, the IGA governing maintenance and use of the Complex has expired and the parties wish to continue this mutually beneficial arrangement.

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 IGA between the District and the City for the maintenance and use of the Cibola High School Softball Complex is approved.

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

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Yuma, a municipal corporation of the State of Arizona, hereinafter called the City, and Yuma Union High School District #70, a school district of the State of Arizona, hereinafter called the School.

WHEREAS, the parties hereto wish to enter into the joint exercise of their powers for the mutual benefit of the City and the School, as well as the citizens of the City of Yuma, and

WHEREAS, the parties are in agreement to the terms and conditions set forth below.

NOW THEREFORE the parties agree as follows:

1. This Agreement shall be for a period of ten (10) years commencing upon the day and date first written above. This Agreement will automatically renew for two additional five (5) year periods unless written notice of nonrenewal is given to the other party, or the Agreement is otherwise terminated, prior to the renewal period. This Agreement shall be subject to the provisions of Arizona Revised Statutes, Title 42, Chapter 2, Article 4, as amended (known as the Arizona Budget Law), and provisions A and B listed below.
  - a. This Agreement shall be contingent upon an annual budget appropriation by the City Council of the City of Yuma. In the event such appropriation is not made, this Agreement shall automatically terminate.
2. This Agreement provides for the leasing of certain real property, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. The School does hereby lease to the City said property for the sum of One Dollar and 00/100 (\$1.00) per year payable upon the day and date first written above. This Agreement shall be for the purpose of providing recreational facilities in the form of two (2) softball fields on the real property described in Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

3. Contingent upon funding, the School hereby agrees that it will pay for and install any new physical improvements required and that the City shall, depending upon resources at the time, remain wholly and totally responsible for the continuing regular maintenance of the facilities. The cost of major repairs, replacements, or improvements in excess of ten thousand dollars (\$10,000.00) shall be equally shared between the parties. Contingent upon funding, the City will prepare the play areas, and furnish and supply all expandable materials for the preparation of the play areas.
4. During the School Year (August 1<sup>st</sup> thru the following May 31<sup>st</sup>), the School will have exclusive use of said facilities together with the improvements thereon each weekday between the hours of 7:30 am and 6:00 pm, and on weekends as required by the School athletic schedule, as defined by the Arizona Interscholastic Association. The School agrees that the City shall have unrestricted use of the facilities and improvements thereon during Summer Months (June and July), during weekends and holidays throughout the year unless reserved for a School athletic event, and at 6:00 pm during the School Year unless reserved for a School athletic event. The parties agree that either may use the facilities during the time of possession of the other upon the written approval of the party entitled to possession and use.
5. It is mutually agreed between the parties hereto that each has secured and shall continue in force public liability insurance as shall be deemed necessary for its own protection. Each party shall hold harmless the other party from acts of negligence of its agents and employees. The City shall be required to obtain and maintain insurance in the sum of One Million Dollars covering its activities. This insurance may be comprised of self-insurance retention (SRI) and insurance in aggregate sum not less than One Million Dollars. The City shall provide to the School a certificate of insurance indicating that insurance in the stipulated sum is in effect.
6. The City will be responsible for all utility charges, materials and supplies used in the maintenance of the athletic field lights. The School will be responsible for all water charges and costs of

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

maintaining both public and private telephone services. Upon termination of this agreement by the City prior to its natural expiration, the City shall have the option of requesting and receiving from the School a sum equal to the Fair Market Value, not to include land or any physical improvements made to said land. In the event of a buyout of City improvements by the School, the amount and method of payment will be determined according to budgetary laws, District regulations and constraints of the School. The School will be allowed two fiscal years to complete payment transactions for such improvements.

7. Either party may terminate this Agreement by giving one (1) year notice of termination unless sooner terminated by the provisions of paragraph 1, above.
8. In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.
9. Neither party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
10. This agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

11. This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.
12. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. Any legal action or judicial proceeding arising from this Agreement must be initiated in a court of competent jurisdiction in Yuma County, Arizona.
13. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

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

**City of Yuma, a municipal  
Corporation**

**Yuma Union High School District #70**


By \_\_\_\_\_  
John D. Simonton, City Administrator

By   
Robert Jankowski, Associate Superintendent

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

  
C. Benson Hufford, YUHSD Attorney School  
District Attorney

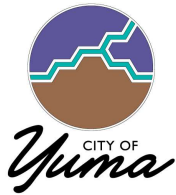
**ATTEST:**

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

**INTERGOVERNMENTAL AGREEMENT**  
**Cibola High School Softball Complex**

**Exhibit "A"**





# City of Yuma

## City Council Report

File #: R2024-057

Agenda Date: 10/16/2024

Agenda #: 3.

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

**TITLE:**

**Intergovernmental Agreement: Yuma Union High School District #70 - Sunrise Optimist Park**

**SUMMARY RECOMMENDATION:**

Authorize the execution of an Intergovernmental Agreement (IGA) with the Yuma Union High School District #70 continuing the current maintenance and use arrangement of the Sunrise Optimist Park with the City of Yuma. (Parks & Recreation) (Eric Urfer)

**STRATEGIC OUTCOME:**

This item supports the City Council's strategic outcome of Respected and Responsible as it provides the Yuma community with access to facilities for recreational programming and parks.

**REPORT:**

The City of Yuma (City) and the Yuma Union High School District #70 (District) have benefited from a maintenance and use IGA for Sunrise Optimist Park since 1995.

Under the IGA, the District agrees to make the Sunrise Optimist Park available for use as a City park, and the City agrees to maintain and provide the amenities for the park.

The IGA is contingent upon an annual budget appropriation by the City Council. In the event such appropriation is not made, the IGA automatically terminates.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**RESOLUTION NO. R2024-057**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING AN  
INTERGOVERNMENTAL AGREEMENT WITH YUMA UNION HIGH  
SCHOOL DISTRICT #70 FOR THE MAINTENANCE AND USE OF THE  
SUNRISE OPTIMIST PARK**

WHEREAS, the City of Yuma (City) and the Yuma Union High School District #70 (District) previously entered into an intergovernmental agreement (IGA) for the maintenance and use of the Sunrise Optimist Park; and,

WHEREAS, the public benefits from the Sunrise Optimist Park IGA by gaining access to the park which is located on District property; and,

WHEREAS, the prior IGA has expired, and both parties desire to continue the arrangement.

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 IGA between the District and the City for the maintenance and use of the Sunrise Optimist Park is approved.

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

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT**  
**Sunrise Optimist Park**

This Agreement, entered by and between the CITY OF YUMA, a municipal corporation of the State of Arizona, hereinafter called the CITY, and YUMA UNION HIGH SCHOOL DISTRICT #70, a school district of the State of Arizona, hereinafter called the SCHOOL.

WHEREAS, the parties hereto wish to enter into the joint exercise of their powers for the mutual benefit of the CITY and the SCHOOL, as well as the citizens of the City of Yuma, and

WHEREAS, the CITY developed with the Sunrise Optimist Club, a new neighborhood park on property owned by the SCHOOL, the location of the park to be generally on the northeast corner of 20<sup>th</sup> Street and 45<sup>th</sup> Avenue;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be for a period of ten (10) years commencing upon the day and date first written above. This Agreement may be renewed for two additional five (5) year periods upon 120 days written notice to the other party. Any renewal will be reduced to writing and signed by the parties. This Agreement shall be subject to the provisions of Arizona Revised Statutes, Title 42, Chapter 2, Article 4, as amended (known as the Arizona Budget Law), and provisions A and B listed below.

a. This Agreement shall be contingent upon an annual budget appropriation by the City Council of the City of Yuma. In the event such appropriation is not made, this Agreement shall automatically terminate.

2. This Agreement provides for the leasing of certain real property, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth. The SCHOOL does hereby lease to the CITY said property for the sum of One Dollar and 00/100 (\$1.00) per year payable upon the day and date first written above. The CITY may tender payment for the entire lease period of thirty (30) years at one time. This Agreement shall be for the purpose of providing a neighborhood park on the real property described in Exhibit "A".

3. The CITY shall be responsible for providing the maintenance of the neighborhood park.

4. The CITY shall be responsible for all utility charges, materials and supplies used in the maintenance of the neighborhood park. The SCHOOL shall be responsible for all water charges upon termination of this agreement by the CITY prior to its natural expiration, the CITY shall have the option of either removing the improvements or requesting and receiving from the SCHOOL a sum equal to the Fair Market value, not to include land or any physical improvements made to said land. In the event of a buyout of CITY improvements by the SCHOOL, the amount and method of payment will be determined according to budgetary laws, District regulations and constraints of the SCHOOL. The SCHOOL will be allowed two fiscal years to complete payment transactions for such improvements.

5. The parties hereto agree that this neighborhood park shall be open to the public at the same hours as are other CITY parks.

6. It is mutually agreed between the parties hereto that each has secured and shall continue in force public liability insurance as shall be deemed necessary for its own protection. Each party shall hold harmless the other party from acts of negligence of its agents and employees. The CITY shall be required to obtain and maintain insurance in the sum of One Million Dollars covering its activities. This insurance may be comprised of self-insurance retention (SRI) and insurance in aggregate sum not less than One

## **INTERGOVERNMENTAL AGREEMENT**

### **Sunrise Optimist Park**

Million Dollars. The CITY shall provide to the SCHOOL a certificate of insurance indicating that insurance in the stipulated sum is in effect.

7. Either party may terminate this Agreement by giving one (1) year notice of termination unless sooner terminated by the provisions of paragraph 1, above.

8. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

9. This agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement, or specifically referred to in this written agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

10. If any part, term or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

**INTERGOVERNMENTAL AGREEMENT**  
Sunrise Optimist Park

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Yuma, a municipal Corporation**

**Yuma Union High School District #70**


By \_\_\_\_\_  
John D. Simonton, City Administrator

By \_\_\_\_\_  
Robert Jankowski, Associate Superintendent

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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

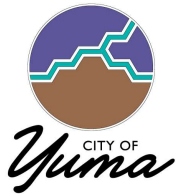
\_\_\_\_\_  
C. Benson Hufford, YUHSD Attorney School District Attorney

**ATTEST:**

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

**INTERGOVERNMENTAL AGREEMENT**  
**Sunrise Optimist Park**  
**Exhibit "A"**





# City of Yuma

## City Council Report

File #: R2024-058

Agenda Date: 10/16/2024

Agenda #: 4.

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

**TITLE:**

**Preannexation Development Agreement: Contreras APN-631-56-157**

**SUMMARY RECOMMENDATION:**

Authorize a Preannexation Development Agreement with Jose A. Contreras for Assessor Parcel Number 631-56-157 located on 5<sup>th</sup> Street, west of Avenue C. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**STRATEGIC OUTCOME:**

The approval of the Preannexation Development Agreement will facilitate the connection of City services for the undeveloped site. This furthers City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged.

**REPORT:**

Jose A. Contreras owns the subject property identified as Assessor Parcel Number 631-56-157. A map of the property is attached to the proposed Agreement.

In October of 2023, the undeveloped property was the subject of a lot split under Yuma County's jurisdiction. The owner is requesting a Preannexation Development Agreement to connect to City of Yuma services. In accordance with City policy, to receive City of Yuma services, annexation or a preannexation development agreement is required. Since annexation of the property is not possible at the current time, a preannexation development agreement will be executed, kept on file, and utilized at such time that a larger annexation can be brought forward.

The attached resolution authorizes a preannexation development agreement with Jose A. Contreras for the described property.

**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:**

Not Applicable

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**RESOLUTION NO. R2024-058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH JOSE A. CONTRERAS FOR ASSESSOR PARCEL NUMBER 631-56-157 LOCATED ON 5TH STREET, WEST OF AVENUE C**

WHEREAS, the City of Yuma (City) is authorized under Arizona Revised Statutes Section 9-500.05 to enter into development agreements with owners of real property situated in unincorporated lands; and,

WHEREAS, the owners of certain real property identified as APN 631-56-157 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Property is located in unincorporated land that is territory desired by the City to be annexed into the boundaries of the City; and,

WHEREAS, the Property owners desire certain assurances and commitments from the City prior to and upon annexation of the Property into the City.

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

SECTION 1: The Preannexation Development Agreement between Jose Contreras and the City of Yuma, attached as Exhibit A and incorporated as part of this resolution by reference, is approved according to its terms and shall run with the land as a covenant.

SECTION 2: The City Administrator is authorized and directed to execute the attached Preannexation Development Agreement on behalf of the City of Yuma and to record the Preannexation Development Agreement in the Official Records of the Yuma County Recorder.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**RESOLUTION NO. R2024-058**

**PREANNEXATION DEVELOPMENT AGREEMENT**

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Jose A. Contreras (“Owner”), as the owner of the real property identified as APN 631-56-157, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS**

WHEREAS, the City adopted its General Plan in 2022, and the use and development of the Property is consistent with and conforms to the goals and objectives of the City of Yuma General Plan, as amended; and,

WHEREAS, the Owners desire to annex the Property into the City limits and seeks certain assurances and commitments from the City following annexation; and,

WHEREAS, the Parties have entered into this Agreement to provide for the annexation and City of Yuma water service upon the terms and conditions described in this Agreement.

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

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC. v City of Yuma*, 227 Ariz. 28 (2011).

2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.

3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

3.1. Owner and any subsequent owners of the Property agree that within ten (10) days of written request by an authorized representative of the City of Yuma, Owner or any subsequent owners or Owner’s successors will sign an annexation petition seeking to annex the entire Property into the City of Yuma municipal boundaries. Upon receipt of the signed annexation petition, the City agrees to proceed with the

annexation procedures established in the provisions of A.R.S. § 9-471 *et seq.* and, if determined to be in the best interest of the City, adopt the final ordinance annexing the property into the City of Yuma corporate limits.

3.2. Upon annexation of the Property, City staff will bring forward to City Council a request for rezoning the Property to a zoning district in the City's Zoning Code that is consistent with A.R.S. § 9-471 (L) which will permit densities and uses no greater than those permitted by Yuma County immediately before annexation.

4. Development Standards. The development and use of the Property shall be subject to all City, county, state and federal laws, regulations, rules, policies, and fees in effect at the time of development ("Applicable Laws").

5. City of Yuma Development Fees and Water and Sewer Capacity Charges. A material consideration for the Parties' willingness to enter into this Agreement is to make City utility service available to the Property on the same terms and conditions as any other development within the City. To accomplish this, beginning on the Effective Date, any development and use of the Property shall require the payment to the City of all City of Yuma Development Fees for any new construction (defined as any building construction commenced within two years prior to or any time after the Effective Date), including the streets facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, water and sanitary sewer capacity and connection charges, water system development charges, sanitary sewer interceptor charge, any water or sewer payback amounts, and a payment to the City in lieu of tax ("PILOT") on any new construction that would otherwise have been due to the City if the building permit had been issued and the construction had occurred after annexation, equivalent to 1.7% of 65% of the total construction cost. Payment of all capacity, PILOT and development fees to the City under this Section 5 shall be made prior to City issuance of any water meter, connection to City water and/or sewer, or issuance of a City building permit. In order to calculate the PILOT, Owner shall require each contractor and subcontractor having taxable activities in connection with development of the Property furnish the City with a worksheet showing all gross income received by them for the construction. If Owner provides satisfactory documentation showing that the City tax on construction has already been paid, no payment in lieu of City taxes on construction shall be due. Until such time as annexation is complete, Owner and City acknowledge that Sanitation (solid waste), Emergency Medical Service, Police, and Emergency Fire Response to the Property shall be through a Yuma County provider, but that upon annexation, such services shall be provided by the City of Yuma in accordance with Applicable Laws. Upon Owner's execution of this Agreement, prior to or upon annexation of the Property, water service to the Property shall be available in accordance with Applicable Laws and the terms of this Agreement. Monthly water and any sanitary sewer service charges shall be paid in accordance with and governed by the City of Yuma Utility Regulations.

6. Additional Requirements. Prior to conveyance or transfer of any portion of the Property to a third party or the issuance of any water meter, fire service (water) connection, sewer connection, or any other permit for the Property, Owner shall record against title to the Property, utilizing the City's standard forms for such matters:

6.1 5<sup>th</sup> Street Right-of-Way Dedication. Owner shall dedicate to the City by delivery of a warranty deed, right-of-way along the Property's 5<sup>th</sup> Street frontage to meet the requirements of a Local Road.

6.2 Aviation and Range Disclosure, Easement and Waiver. As a covenant and condition to entering into this Agreement, before conveying or transferring any portion of the Property, Owner agrees to disclose that the subject property is located in the vicinity of Yuma County International Airport and the U.S. Marine Air Station, both of which may result in aircraft overflight, vibrations and related noise as may be

inherent in the operation of aircraft now known or used for flying within navigable airspace. This disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

6.3 Encroachment and Right-of-Way Permits and Licenses Required. Owner acknowledges and agrees that any work performed in the public right-of-way, or the construction, installation or maintenance of any facility or other improvement in the public right-of-way requires a permit, license, franchise, or similar authorization issued by the controlling agency (the “Permitting Agency”) through the Permitting Agency’s normal and customary process for such issuance. Owner further acknowledges and agrees that City approval of any Site Plan or Plat over all or any portion of the Property does not constitute authorization for work or improvements in the public rights-of-way or any grant or waiver of any permitting requirements of the Permitting Agency. Owner shall meet all permitting requirements of the Permitting Agency, and shall obtain all necessary permits prior to commencing such work or improvements in the public rights-of-way.

7. Construction and Dedication of Improvements. Any public improvements required for development of the Property shall be designed, constructed, and dedicated in accordance with Applicable Laws, including, without limitation, City’s normal plan submittal, review and approval processes, day-to-day inspection requirements, insurance requirements, and financial assurance requirements. Owner’s construction and installation of public improvements shall occur within the timeframes specified under Applicable Laws.

8. Utility Services. The City acknowledges that the property is within the City of Yuma potable water service area, as approved by Yuma County. Upon application to the State of Arizona, Department of Environmental Quality, for a Notice of Intent, the City will issue the appropriate “Authorization to Connect to Public Water Service” letter for water service provided that Subsection 8.3 is complied with.

8.1 Assignment of Water Rights. Owner and any subsequent owners shall sign an application or otherwise fully cooperate with the City to convert, transfer, or assign any water or water delivery entitlements associated with the Property to the City.

8.2 Non-Potable Water. Nothing contained in this Agreement shall be construed as obligating Owner to accept City water services for any non-potable water demand on the Property, provided that such non-potable water demand is served by the appropriate irrigation district.

8.3 Septic System. If Owner has obtained permitting and installed a septic system pursuant to County of Yuma regulations and requirements this Agreement shall not be interpreted to require the Property to connect to City sanitary sewer service until such time as Sanitary Sewer Service is available (at the City’s absolute and discretionary schedule) and the existing septic tank system is declared unserviceable as defined in City of Yuma Utility Regulations, as amended, or the Parties agree that such a connection shall be made. Any such connection to a future City of Yuma Sanitary Sewer Service line shall be at Owner’s sole cost for design, permitting, capacity charges and construction, and shall require City approval prior to permitting.

## 9. City and Owner Cooperation.

9.1 Cooperation in Development Approvals. Subject to the terms of this Agreement and compliance with Applicable Laws including without limitation City’s compliance with all required notice and public hearing requirements, City and Owner will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals requested by Owner in connection with development of the Property. If developed in Yuma County, written City approval of all such permits, plans, specifications, plats or other development approvals shall be required.

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

10. Notice. Except as otherwise required by law, any notice, demand or other communication given under this Agreement shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by electronic mail, facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

To City:  
City Administrator  
One City Plaza  
Yuma, Arizona 85364-1436

To Owners:  
Jose A. Contreras  
12746 E. 46<sup>th</sup> Street  
Yuma, AZ 85367

All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by email or facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's electronic mail system or facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

11. Default. If either Party defaults (the “Defaulting Party”) with respect to any of such Party’s obligations, then the other Party (the “Non-Defaulting Party”) shall give written notice in the manner described in Section 10 above to the Defaulting Party. The notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have:

- a. twenty (20) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or
- b. sixty (60) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or
- c. if any such non-monetary default cannot reasonably be cured within sixty (60) days for reasons beyond its control (financial inability, construction delays and market conditions excepted), then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

11.1 Remedies. If the default is not corrected within the time periods described in Section 11 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Owner or City, or any successor-in-interest or assignee, may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the

nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

11.2 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the Non-Defaulting Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the default involved.

11.3 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

12. Owner Representations. Owner represents and warrants that:

- a. Owner has the full right, power and authorization to enter into and perform this Agreement and the obligations and undertakings of Owner under this Agreement, and the execution, delivery and performance of this Agreement by Owner has been duly authorized, agreed to, and is in compliance with any organizational documents of Owner.
- b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- c. Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- d. As of the date of this Agreement, Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting Owner, which could have a material adverse effect on Owner's performance under this Agreement that has not been disclosed in writing to City.
- e. This Agreement (and each undertaking of Owner contained herein) constitutes a valid, binding and enforceable obligation of Owner according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.
- f. The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or to which owner is otherwise subject.
- g. Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects.
- h. Owner has had opportunity for independent legal review of this Agreement by counsel of its

choosing prior to the execution hereof.

13. City Representations. City represents and warrants to Owner that:

- a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.
- b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
- c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
- d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.
- e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.
- f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.
- g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

14. Rights of Lenders. Financing or refinancing for acquisition, development and/or construction of the Property and/or improvements may be provided, in whole or in part, from time to time, by one or more Third Parties (individually a "Lender", and collectively the "Lenders"). If a Lender is permitted, under the terms of a non-disturbance agreement with City to cure the event of default and/or to assume Owner's position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.

15. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05D and will run with the land during the Term of the Agreement as defined in Section 2.

16. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

17. Miscellaneous.

17.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 17.1.

17.2 A.R.S. § 38-511. Notice is hereby given of the applicability of A.R.S. § 38-511.

17.3 Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party, or its agents not contained or specifically referred to in this Agreement is valid or binding.

17.4 Recordation. Upon receipt of the recording fee from Owner, the City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

17.5 Estoppel Certificate. The Parties agree that, upon not less than twenty one (21) business days prior written request from a Party to this Agreement, a requested Party shall execute, acknowledge and deliver to the Party making such request a written statement certifying to the current status of the Agreement, including whether or not, the requested Party has actual knowledge that any Party is in default of any obligation or duty set forth in this Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective Lender.

17.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

17.8 Exhibits and Recitals. Any exhibit attached to this Agreement shall be deemed to have been incorporated into this Agreement by this reference with the same force and effect as if fully set forth in the body of the Agreement. The Recitals set forth at the beginning of this Agreement are acknowledged and incorporated and the Parties confirm the accuracy each Recital.

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

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

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

17.12 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

17.13 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses City or Owner from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

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

17.15 Individual Nonliability/Damages. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Owner shall be limited to the Property and any improvements thereon, and shall not extend to or be enforceable against the individual assets of any member, officer, or trustee of Owner.

17.16 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property or any portion thereof, as a result of City's approval or failure to approve this Agreement, the Annexation Ordinance, or adoption or failure to adopt the zoning designation, and all related annexation, zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement, including the approval, rejection or imposition of conditions or stipulations upon the approval of the zoning designation. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

[Remainder of page intentionally left blank]

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

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

**CITY:**  
CITY OF YUMA

**OWNER:**  
Jose A. Contreras

By \_\_\_\_\_  
John D. Simonton  
Acting City Administrator

By \_\_\_\_\_  
Jose A. Contreras  
Property Owner

ATTEST:

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

APPROVED AS TO FORM:

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

## ACKNOWLEDGEMENTS

State of Arizona       )  
                                  ) ss  
County of Yuma        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Jose A. Contreras.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRATION:

\_\_\_\_\_

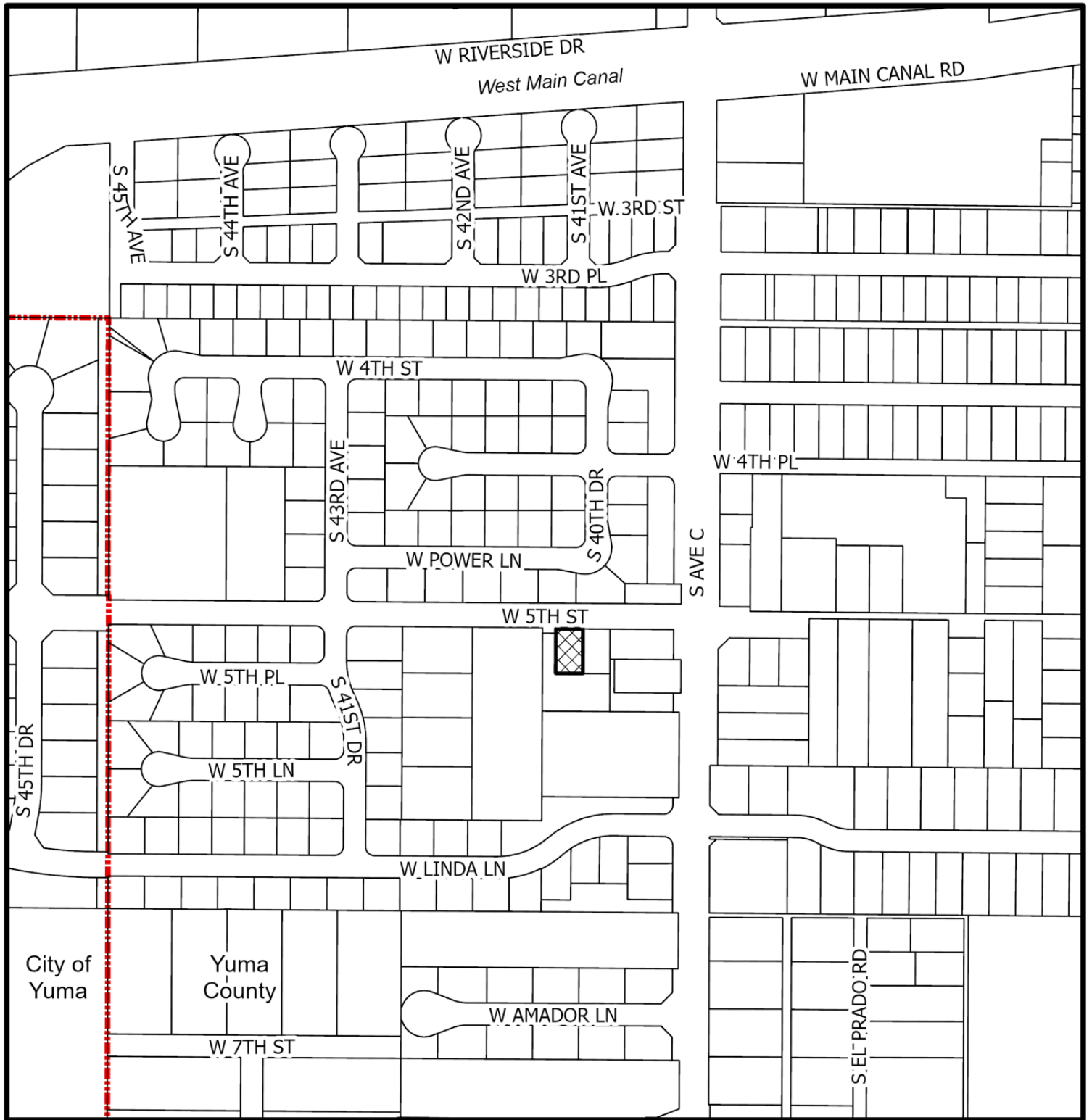
## **EXHIBIT 1**

### **Legal Description and Depiction of Property Lot A**

A portion of the South half of the Northeast quarter of the Southeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 24, Township 8 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, also described in CONTRERAS/GOZALES LOT SPLIT (LDP23-20), dated 10/13/2023, FEE # 2023-24023, recorded in Book 35 of Plats, Page 45, Yuma County Records, and more particularly described as follows:

Lot A of the said CONTRERAS/GOZALES LOT SPLIT (LDP23-20).

Containing 6,100.02 square feet or 0.140 of an acre, more or less.



## LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and  
Neighborhood Services GIS

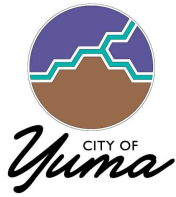
Date: 8/7/2024

Revised:

Revised:

Case #:

AGR-43088-2024



# City of Yuma

## City Council Report

File #: R2024-059

Agenda Date: 10/16/2024

Agenda #: 5.

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

### TITLE:

**License Agreement: Cactus State Utility Operating Company, LLC**

### SUMMARY RECOMMENDATION:

Approve a license agreement with Cactus State Utility Operating Company, LLC (Cactus State) for operation and maintenance of wastewater utility infrastructure within City right-of-way. (City Administration) (Jay Simonton)

### STRATEGIC OUTCOME:

This item furthers City Council's strategic outcome of Safe and Prosperous as it permits Cactus State to continue providing sanitary sewer service in their franchise area.

### REPORT:

Cactus State is regulated by the Arizona Corporation Commission (ACC) and provides wastewater utility service to approximately 600 customers in the vicinity of Avenue 7E and 24<sup>th</sup> Street. Cactus State began serving these customers when it purchased the assets of Sweetwater Creek Utilities, Inc. (Sweetwater) in 2021.

The Yuma County Board of Supervisors previously granted Sweetwater a 25-year franchise in 1994 when the service area was located in Yuma County. In 1999, Sweetwater's entire service area was annexed into the City of Yuma (City).

Since Sweetwater's original franchise expired in 2019, the Arizona Corporation Commission required Cactus State, as part of renewal of the franchise, to obtain a license agreement with the City authorizing Cactus to operate, construct, repair and maintain utility infrastructure within City right-of-way. The term of the license agreement is five years, but automatically renews for three additional five-year terms (for a total of 20 years) unless terminated earlier by one of the parties. Cactus State will pay the City \$500.00 per year for the duration of the license agreement, and must restore City right-of-way upon the completion of any necessary repairs.

### FISCAL REQUIREMENTS:

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

**FISCAL IMPACT STATEMENT:**

None.

**ADDITIONAL INFORMATION:**

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

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**RESOLUTION NO. R2024-059**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING EXECUTION OF A LICENSE AGREEMENT  
WITH CACTUS STATE UTILITY OPERATING COMPANY, LLC**

WHEREAS, pursuant to the Yuma City Charter, Article III, Section 1, the City of Yuma (City) has all powers granted to municipal corporations and cities by the Constitution and laws of the State of Arizona; and,

WHEREAS, the City owns, operates and maintains public streets, roads, highways, and alleys, public right-of-way, and public utility easements within the boundaries of the City of Yuma; and,

WHEREAS, Cactus State Utility Operating Company, LLC (Cactus State) is regulated by the Arizona Corporation Commission (ACC) and provides wastewater utility service to approximately 600 customers in Yuma, Arizona; and,

WHEREAS, the Yuma County Board of Supervisors granted Cactus State's predecessor, Sweetwater Creek Utilities, Inc. (Sweetwater), a 25-year sewer franchise in 1994; and,

WHEREAS, Sweetwater's entire service area was annexed into the City in 1999; and,

WHEREAS, Cactus State seeks a license agreement with the City authorizing Cactus State to operate, maintain, repair and construct wastewater utility infrastructure within City right-of-way since Sweetwater's original franchise has expired.

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

SECTION 1: The attached and incorporated License and Right-of-Way Use Agreement between the City and Cactus State is approved in accordance with the terms of the license.

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

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files

City Attorney

## **LICENSE AND RIGHT-OF-WAY USE AGREEMENT**

This License and Right-of-Way Use Agreement (the “License”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between the City of Yuma, an Arizona municipal corporation (“City”) and Cactus State Utility Operating Company, LLC, an Arizona limited liability company (“Licensee”).

### **RECITALS**

A. City owns, operates and maintains public streets, roads, highways, and alleys; public right-of-way; and public utility easements within the boundaries of the City of Yuma.

B. City is empowered to regulate City-owned right-of-way and to grant, renew, deny, amend, and terminate licenses for, and otherwise regulate the installation, construction, operation, repair, removal and maintenance of utility facilities within, such right-of-way pursuant to the Yuma City Charter and any future amendments thereto (“City Charter”), Yuma City Code and any future amendments thereto (the “City Code”), and by virtue of other applicable law, including without limitation A.R.S. § 9-501 *et seq*, City’s police powers, and its other governmental powers and authority.

C. Licensee provides wastewater utility service to approximately 600 customers in Yuma, Arizona within the area depicted in the map contained in Exhibit A.

D. On November 7, 1994, the Yuma County Board of Supervisors adopted Resolution No. 94-76 granting Licensee’s predecessor, Sweetwater Creek Utilities, Inc. (“Sweetwater”) a 25-year sewer franchise. In 1994, Sweetwater’s service area was outside the City’s municipal boundaries.

E. On December 10, 1996, the Arizona Corporation Commission (“ACC”) issued Decision No. 59916 granting a Certificate of Convenience and Necessity and authorizing Sweetwater “to construct, maintain and operate facilities in order to provide sewer service to the public” within a delineated service area in Yuma County, Arizona.

F. In 1999, Sweetwater’s entire service area was annexed into the City of Yuma.

G. On December 28, 2021, the ACC issued Decision No. 78369 ordering, among other things, as follows:

IT IS FURTHER ORDERED that [Licensee] shall file with [the ACC], as a compliance item in this docket and within two years of this Decision, a copy of the amended county franchise agreement including Sweetwater Creek Utilities, Inc.’s wastewater service transfer area.

Because the Licensee’s entire service area is now in the City and the City prefers to issue a license instead of a franchise, Licensee filed a motion with the ACC, pursuant to A.R.S. § 40-252, to amend the above-quoted ordering paragraph from Decision No. 78369 as follows:

IT IS FURTHER ORDERED that [Licensee] shall file with [the ACC], as a compliance item in this docket by December 31, 2024, a copy of a license agreement with the City of Yuma that includes [Licensee's] service area.

## **AGREEMENT**

NOW THEREFORE, for and in consideration of the foregoing, and the covenants and agreements contained herein to be kept and performed by Licensee, and for other good and valuable consideration, City hereby grants to Licensee a license and permission to use City-owned right-of-way pursuant to the terms and conditions set forth herein.

### **1. LICENSE GRANTED.**

1.1 Grant of License. Subject to the provisions of the City Charter, the City Code, and Arizona law, City grants to Licensee a revocable and non-exclusive license to construct, install, repair, maintain, replace, operate, lease, install, and pipelines and other equipment or property necessary or useful for the business of transmitting wastewater through such pipelines located within City-owned right-of-way (the "City Right-of-Way") within Licensee's service area, as depicted in Exhibit A ("License Area"). The rights granted to Licensee in this License are subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all obligations to be performed or required hereunder, including compliance with the City Code and all City permits and approvals.

1.2 Limitations of License. Licensee's access to City Right-of-Way under this License is limited to the public street and alley right-of-way and public utility easements that are owned by City within the License Area. The City Right-of-Way will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in City public utility right-of-way network inventory. This License shall not allow Licensee to use City Right-of-Way that is abandoned, condemned, removed from City's corporate boundaries, or is otherwise no longer part of City's public utility easement network. The grant of rights in this License is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the City Right-of-Way, and it is understood that Licensee, at its own costs and expense, shall obtain such permission as may be necessary consistent with any other existing rights. No reference to City Right-of-Way shall be deemed to be representation or guarantee by the City that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes, and Licensee shall be deemed to gain only those rights to use the property as the City may have the undisputed right and power to give, only to the extent necessary for Licensee and only to the extent such rights do not interfere with the City's needs or uses with the City Right-of-Way, which include without limitation the City's performance of its governmental duties and police powers to manage the City's Right-of-Way and the utilities therein. In the event of any conflict, the use of the City Right-of-Way by Licensee is subordinate to the rights and needs of City. Licensee shall not use or occupy any portion of the City Right-of-Way other than as permitted pursuant to this License. Any use of any other City-owned or City-controlled real or personal property shall require a separate agreement.

## **2 USE OF CITY RIGHT-OF-WAY.**

2.1 Compliance with Law. Licensee shall comply with all applicable laws, including all present and future statutes, ordinances, codes, orders, policies, regulations, and encroachment permit requirements and restrictions by state, county, and/or municipal authorities. Licensee's facilities shall be constructed, installed, operated, leased, repaired, replaced, removed, and/or maintained pursuant to this license in accordance with all applicable laws and governmental established practices including, without limitation, the City, the State of Arizona, and any other governmental entity with jurisdiction with respect to public right-of-way and easements. City Right-of-Way shall be used according to plans approved by the City Engineer or designee.

2.2 Minimize Disturbances. Licensee's facilities shall be located or relocated to minimize interference with traffic or other authorized uses within City Right-of-way. Those phases of construction and/or installation relating to traffic control, backfilling, compaction, and paving, as well as the location or relocation of Licensee's facilities shall be subject to regulation by the City Engineer and the permitting, inspection, and acceptance processes of City.

2.3 Permits Required. Prior to the enlargement, replacement, extension, maintenance, relocation, or removal of any portion of Licensee's facilities in City Right-of-Way, Licensee shall apply for and obtain from City all permits and approvals required by the City Code. Licensee shall comply with all permits and approvals, including any conditions of approval. Licensee shall submit permit application(s) together with the details, plans and specifications for City review and approval, and pay all lawful applicable application, review and inspection fees prior to any construction work performed pursuant to the rights granted under this License. Licensee understands and acknowledges that information provided to the City about Licensee's facilities may be: (a) deemed to be a public record subject to disclosure; (b) incorporated into City's geographic information system ("GIS") to show the location of Licensee's facilities; and (c) used by City for any lawful purpose, which includes without limitation coordinating joint trenches and other similar projects among other users.

2.4 City Right-of-Way Regulations. In addition to all terms and conditions of this License, Licensee shall comply with all requirements of Chapter 210 of the Yuma City Code, as may be amended from time to time, and any other ordinances and codes related to the City Right-of-Way.

2.5 Condition of City Right-of-Way. City Right-of-Way is being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

2.6 Blue Stake; As-Built Drawings. Licensee shall maintain accurate maps and shall participate as a member of Arizona Blue Stake Center and other organizations to assist with the proper location and identification of its underground facilities and shall comply with A.R.S. § 40-360.21 *et. seq.* Licensee shall maintain as-built drawings of its facilities located within the City Right-of-Way and furnish a copy of the same to City upon request at no cost to the City. Licensee shall provide City with accurate and current records of Licensee's as-built facilities in City Right-of-Way in an electronic format compatible with City's electronic mapping system at no cost to the City. Licensee shall maintain a local agent within Yuma County

who is familiar with Licensee's facilities and is able to assist City and others using the City Right-of-Way in obtaining accurate information regarding Licensee's facilities.

2.7 Emergency Disruption by City. City may remove, alter, tear out, relocate or damage portions of Licensee's facilities in the event of a natural disaster or other public emergency if the City Administrator or designee deems such action to be reasonably necessary under the circumstances. In such event, City and its agents, contractors or employees shall not be liable to Licensee or its customers or third parties for any harm caused to them or to Licensee's facilities. City shall inform Licensee after such actions as soon as reasonably possible.

2.8 Damage to Right-of-Way Improvements. Licensee shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks, and all other public or private improvements that arises in connection with Licensee's or its contractors', employees', agents', or subcontractors' construction, operation, installation, maintenance, repair, or removal of Licensee's facilities in City Right-of-Way, and shall repair, replace and restore in kind the damage at its sole cost and expense upon City's written notice. Upon completion of construction and prior to the release of any performance bond posted for construction purposes, Licensee shall reimburse City for all reasonable costs arising from any deterioration of surface and subsurface improvements, such as pavement or concrete over Licensee's facilities or the trench or adjacent area, or reduction in the life of the City Right-of-Way as determined by City Engineer, normal wear and tear excepted, which results from Licensee's or its contractors', employees', agents' or subcontractors' acts or omissions shall be the responsibility of Licensee. In the event Licensee fails to repair, replace or restore any damage within the timelines specified in any City notification, City may cause the same to be done at the sole cost and expense of Licensee, and Licensee shall promptly reimburse City for any and all costs and expenses, including but not limited to administrative, legal and consultant costs, within thirty (30) days after receiving an invoice from City.

### **3 COMPENSATION.**

3.1 Annual License Fee. Licensee shall pay City an annual fee of five hundred dollars (\$500.00) to use City Right-of-Way within the License Area under the terms and conditions of this License ("Annual Fee").

3.2 Taxes. Licensee must obtain required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee shall not be an offset to the transaction privilege tax due and owing by Licensee.

3.3 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, and pavement damage fees as set forth in Yuma City Code §210-30 as well as any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property.

3.4 Letter of Credit or Cash Bond.

3.4.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with City one of the following: (i) an irrevocable letter of credit ("LOC") in the

amount of \$10,000.00 (“LOC”); or (ii) a cash or surety bond in the amount of \$10,000.00 (“Bond”). The form and substance of the LOC must comply with the form, terms, and conditions as attached in Exhibit B, whereas the form and substance of the Bond must be acceptable to the City. The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee’s acts or defaults under this License; and (c) Licensee’s payment of any penalties, liquidated damages, claims, liens, and taxes due to City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee’s property.

3.4.2 Drawing on LOC. The LOC may be drawn upon by City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Administrator certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to City with respect to the LOC are in addition to all other rights of City, whether reserved by this License or authorized by law, and no action proceeding against a LOC will affect any other right City may have.

3.4.3 Drawing on Bond. The Bond may be drawn upon by City by presentation of written notice to Licensee as provided in this License, signed by the City Administrator certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to City with respect to the Bond are in addition to all other rights of City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right City may have.

3.4.4 Restoration of Deposit Amounts. Within 20 days after notice to Licensee that any amount has been withdrawn by City under Section 3.4, Licensee shall deposit a sum of money sufficient to restore such LOC or Bond to the original amount of \$10,000.00.

3.4.5 Erroneous Withdrawal. Any funds that City erroneously or wrongfully withdraws shall be returned to Licensee, with interest of 1.0% per month, with such interest beginning 30 business days after such determination by agreement between the Parties or a court with competent jurisdiction.

3.5 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee’s facilities is required or permitted under this License, and such installation, removal, or relocation causes damage to City Right-of-Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return City property to a safe and satisfactory condition in accordance with applicable laws and satisfactory to the City Engineer. If Licensee does not repair City property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by City at City’s standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Section 210-30 of the Yuma City Code and the fees established by City pursuant thereto.

Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

**4 TERM OF LICENSE.** The rights, privileges and License granted herein shall continue and exist for a period of five (5) years from the Effective Date and shall automatically be renewed for three (3) additional five-year terms (for a total of twenty (20) years) unless terminated sooner under Section 13 below. Renewal shall not be unreasonably withheld or unreasonably denied by City; provided, however, that City may condition such renewal on Licensee's acceptance of any additional or amended terms and conditions subject to applicable laws.

## **5 RELOCATION.**

5.1 Relocation Costs. When directed by City, Licensee shall relocate or rearrange, at no expense to City, any of Licensee's facilities or other encroachment installed or maintained in, on, or under City Right-of-Way. License shall, by a time specified by City, protect, support, temporarily disconnect, relocate, or remove any of Licensee's property when required by City or any other governmental entity by reason of traffic conditions; public safety; City Right-of-Way construction, maintenance or repair (including, but not limited to, resurfacing or widening); change of City Right-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communication system, public work, or improvement or any government-owned utility; City Right-of-Way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of Licensee's facilities. Such relocations or rearrangements shall be accomplished in accordance with the directions from City and shall be subject to applicable permits and approvals.

5.2 Relocation Permits. Licensee agrees to obtain a permit as required by this License prior to removing, abandoning, relocating, or reconstructing of any portion of Licensee's facilities on public property or City Right-of-Way.

5.3 City Self-Help. If City elects to perform any part of the necessary relocation or removal work (or causes same to be performed) that has not been done by Licensee within the time required by City, the City shall be entitled to seek payment for such relocation costs by drawing upon the LOC or Bond required by this License. Licensee shall promptly reimburse City for any and all expenses, including but not limited to administrative, legal and consultant costs, that are not drawn from the LOC or Bond within thirty (30) days after receiving an invoice from City.

## **6 INSURANCE.**

### **6.1 General.**

6.1.1 Insurer Qualifications. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms reasonably

satisfactory to City. Failure to maintain insurance as specified herein may result in termination of this License at City's option.

6.1.2 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Licensee. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this License but has no obligation to do so. Notwithstanding the foregoing, Licensee may redact the following information from disclosed policies and/or endorsements in that it is proprietary and is not relevant to the risk assessment to be made on behalf of City: (1) premium amounts including surcharges, taxes and assessments; (2) references to other additional insureds or persons or entities waiving subrogation; (3) any entity specific endorsements relating to other additional insureds; (4) any information identifying a Licensee financial obligation to its insurer or its insurance broker; or (5) any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. Failure to demand such evidence of full compliance with the insurance requirements set forth in this License or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times during the performance of this License.

6.1.3 Additional Insured. All insurance coverage except Workers' Compensation and Employers liability insurance and Professional Liability insurance, if applicable, and Builder's Risk insurance shall include, to the fullest extent permitted by law for claims arising out of the performance of this License, City, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this License.

6.1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all responsibilities or obligations required under the terms of this License are satisfactorily performed, completed and formally accepted by City, unless specified otherwise in this License.

6.1.5 Primary Insurance. Licensee's insurance shall be primary insurance with respect to Licensee's obligations under this License and in the protection of City as an Additional Insured. City's insurance shall be non-contributory until Licensee's insurance coverage is fully exhausted.

6.1.6 Waiver. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against City, its representatives, officials, officers and employees for any claims arising out of the work or services of Licensee. Licensee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

6.1.7 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Licensee shall be solely responsible for any such deductible or self-insured retention amount.

6.1.8 Use of Subcontractors. If any work under this License is subcontracted in any way, Licensee shall execute written agreements with its subcontractors containing the indemnification

provisions and insurance requirements set forth herein. Licensee shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

6.1.9 Evidence of Insurance. Prior to commencing any work or services under this License, Licensee will provide City with suitable evidence of insurance in the form of certificates of insurance. City also reserves the right to review, upon request, a copy of the declaration page(s) of the insurance policies as required by this License that are issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this License and that such coverage and provisions are in full force and effect. Notwithstanding the foregoing, Licensee may redact the following types of information from the declaration page in that it is proprietary and is not relevant to the risk assessment to be made on behalf of City: (i) premium amounts including surcharges, taxes and assessments; (ii) references to other additional insureds or persons or entities waiving subrogation; (iii) any entity specific endorsements relating to other additional insureds; (iv) any information identifying a Licensee financial obligation to its insurer or its insurance broker; or (v) or any information identifying financial information or obligations of any person or entity which is an insured or additional insured pursuant to the subject insurance policies or which is otherwise subject to said insurance policies. City shall reasonably rely upon the certificates of insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this License. In the event any insurance policy required by this License is written on a "claims made" basis, coverage shall extend for two years past completion of the responsibilities or obligations and City's acceptance of Licensee's work in City Right-of-Way and as evidenced by annual certificates of insurance. If any of the policies required by this License expire during the life of this License, it shall be Licensee's responsibility to forward renewal certificates to City within 30 days of the expiration date. All certificates of insurance and declarations required by this License shall be identified by referencing this License. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this License, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

A. City, its representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (1) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 9704 13 and CG 20 37 04 13 or substantial equivalent.
- (2) Auto Liability – Under ISO Form CA 20 48 or substantial equivalent.
- (3) Excess Liability – Follow Form to underlying insurance as applicable.

B. Licensee's insurance shall be primary insurance as respect to Licensee's performance of this License.

C. All policies, except for Professional Liability, including Workers' Compensation and Employers liability insurance, waive rights of recovery (subrogation) against City, its

representatives, officers, officials and employees for any claims arising out of work performed by Licensee under this License.

D. ACORD certificate of insurance form 25 (2014/01) or form 25 (2006/03) is preferred.

## 6.2 Required Insurance Coverage.

6.2.1 Commercial General Liability. Licensee shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 General Aggregate Limit, together with a \$5,000,000 umbrella policy. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and the hazards of explosion, collapse and underground property damage. Coverage under the policy will be at least as broad as ISO policy form CG 01 04 013 or substantial equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this License, City, its representatives, officers, officials and employees shall be included as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13 and CG 20 37 04, or substantial blanket equivalent, and if form CG 20 10 03 04 13 and CG 20 37 04 13 are used, they shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. The commercial general liability policy maintained by Licensee shall contain a provision that City, although an additional insured, shall nevertheless be entitled to recover under said policies for loss occasioned to it, its servants or employees, by reason of the negligence of Licensee. Licensee shall maintain products-completed operations coverage for a period of 9 years past completion and acceptance of the work or services, and Licensee shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

6.2.2 Vehicle Liability. Licensee shall maintain Business Automobile Liability insurance with a combined single limit of \$5,000,000.00 each occurrence covering all of Licensee’s owned, hired, and non-owned vehicles assigned to or used in the performance of Licensee’s responsibilities or obligations under this License. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 11 20, or equivalent thereof, or ISO coverage codes 7 “Autos Specified on Schedule”, 8 “Hired Autos” and 9 “Non-Owned Autos”. To the fullest extent allowed by law, for claims arising out of the performance of this License, City, its representatives, officers, directors, officials and employees shall be included as an Additional Insured code “1” “any auto” policy form CA 00 01 11 20 or equivalent thereof, or ISO coverage codes 7 “Autos Specified on Schedule”, 8 “Hired Autos” and 9 “Non-Owned Autos”.

6.2.3 Workers’ Compensation Insurance. Licensee shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee’s employees engaged in the performance of work or services under this License and shall also maintain

Employers Liability Insurance of not less than \$1,00,000.00 for each accident, \$1,00,000.00 disease for each employee and \$1,000,000.00 disease policy limit.

6.2.4 Builder's Risk Insurance. Licensee shall be responsible for purchasing and maintaining insurance to protect Licensee's facilities from perils of physical loss. The insurance shall include as the named insured Licensee and shall insure against loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. Licensee shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

6.2.5 Cancellation and Expiration Notice. Upon receipt of notice from its insurer, Licensee shall provide City notice of cancellation of any insurance policy required under this License.

6.2.6 Alternative to Required Forms. The requirements for the use of specific ISO or ACORD insurance forms and/or compliance with their specific provisions set forth in this Section 6 shall be deemed satisfied in the event Licensee provides such certificates and endorsements on published ISO or ACORD forms or their substantial equivalents, and maintains a net worth in excess of \$55,000,000.00 during the term of this License, with evidence of such net worth provided in a form acceptable to the City Administrator.

## **7 INDEMNIFICATION.**

7.1 Generally. Licensee acknowledges that it has liability for any and all of Licensee's facilities installed in the City Right-of-Way and for its use of City Right-of-Way and for its exercise of its rights under this License directly or through its contractor(s), except to the extent of intentional acts or gross negligence on the part of City. To the fullest extent permitted by law, Licensee, jointly and severally for itself, its successors and assigns, shall defend, indemnify, and hold harmless City, or its officials, boards, commissions, agents, or employees, individually and collectively, for, from and against any and all losses, claims, damages, suits, actions, administrative and judicial proceedings and orders, payments, judgments, demands, expenses and costs, remedial actions of any kind, and reasonable attorney's fees and costs of defense incurred through all appeals (collectively, "Claim") arising out of or alleged to have resulted from or related to Licensees' activities, services or facilities and/or the installation, construction, operation maintenance, removal and/or repair of the improvements and equipment thereto; the acts, errors, mistakes, omissions of Licensee, its employees, agents, contractors, subcontractors or any other person for whose acts, errors, mistakes, or omissions Licensee may be legally liable; and from any Claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order, or decree related to any failure on the part of Licensee, its agents, employees, contractors, subcontractors or representatives to fulfill Licensee's obligations under this License, whether resolution of the above Claim(s) proceeds to judgment or not. This indemnification applies even if the party seeking damages makes a Claim against City or brings a Claim against City based on vicarious liability or non-delegable duty.

7.2 Defense Costs. Licensee further agrees to indemnify, defend and hold harmless City, its officers, agents, officials, boards, commissions and its employees from and against all Claim(s) incurred by or against City, its officers, agents, officials, boards, commissions and its employees in the defense of any

administrative or judicial proceeding brought by third parties challenging the right of City to enter into this License with Licensee under City or other applicable law.

7.3 Tender of Defense. In the event that any notice of Claim is served or Claim commenced, City shall tender the defense of the Claim to Licensee, who shall immediately defend the Claim. Licensee shall have the right to retain counsel reasonably acceptable to City, to settle all or any part of the Claim on terms acceptable to Licensee (and, where such terms directly obligate or affect City, acceptable to City). Licensee agrees to keep the City Attorney's Office informed of the status and progress of all Claims involving City that has been tendered to Licensee or its insurance carrier, and City shall have the right to participate in Licensee's defense of any Claims.

7.3.1 Notice. The Parties shall promptly notify each other in writing of any Claims, demands, or lawsuits which may involve City and provide copies of all relevant accident reports, incident reports, statements or other documents relevant to or which may lead to relevant materials or information, in the possession of the other party, its employees, agents, subcontractors, and/or others, promptly upon request.

7.3.2 Relevant Information. Both Parties agree to make their employees, agents, contractors and subcontractors available to the other party to gather any relevant information relating to an incident in which Claims, demands, or lawsuits arise from.

7.4 Construction of Interpretation. It is the purpose of this section to provide maximum indemnification to City under the terms and conditions expressed and, in the event of a dispute, this section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of City by Licensee against any and all Claims. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose only from City's sole gross negligence or intentional acts. Only in this event may Licensee then commence an action against City for damages related to that portion judicially determined to be City's fault.

7.5 Survival. The provisions of this section shall survive this License's revocation, termination or expiration and shall be and remain a binding right and obligation of City and Licensee. It is the intent of Licensee and City upon the Effective Date of this License that this section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and City and their respective successors and assigns, if any. Any failure by Licensee to indemnify City as required under this section shall be considered a material breach of this License.

7.6 Insurance No Limit. The amount and type of insurance coverage requirements set forth in this License will in no way be construed as limiting the scope of the indemnity in this section.

7.7 Reformation. As a condition to City's executing this License, Licensee specifically agrees that, to the extent any provision of this section is not fully enforceable against Licensee for any reason whatsoever, this section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

## **8 LIMITATION OF LIABILITY.**

8.1 Limited to Gross Negligence. City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers or otherwise be responsible for any interference with or disruption in the operations of Licensee's facilities or the provision of services, downtime, lost revenue or profits, third-party damages, or for any damages (including punitive, consequential, or special damages under any theory of liability) arising out of or related to Licensee's use of City Right-of-Way, except to the extent of intentional misconduct or gross negligence on the part of City its officers, agents, elected or appointed officials, employees, departments, boards and commissions. Licensee expressly acknowledges that City is not responsible or liable to Licensee for any Claims that arise in connection with: (i) acts or omissions by persons or entities using City Right-of-Way or other areas adjoining, adjacent to or connected with any City Right-of-Way; (ii) any utility service interruption; (iii) theft; (iv) burst, stopped or leaking water, gas, sewer, steam, or other pressurized pipes; (v) fires, floods, earthquakes, or other force majeure; (vi) any vehicular collision on or about City property or City Right-of-Way; and (vii) any costs or expenses incurred in connection with any relocation, removal, or restoration rights or obligations under this License; all except to the extent such events are directly caused by City's gross negligence or willful misconduct. Licensee expressly waives and releases all Claims it may now or in the future have against City, whether known or unknown, whether foreseeable or unforeseeable, that arise in connection with the events described in clauses (i)-(vii) as may be related to this License, Licensee's facilities or locations on or about City Right-of-Way. The provisions in this Section 8.1 shall survive this License's revocation, termination or expiration.

8.2 No Liability for License Enforcement. Licensee also agrees that it shall have no recourse whatsoever against City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of City because of the enforcement of this License.

8.3 Licensee Assumption of Risk. Licensee shall assume the risk of, and hereby relinquishes any claim against City in connection with any final, non-appealable determination by a court of competent jurisdiction that City lacked the current statutory authority under Arizona law to issue this license.

**9 RISK OF LOSS.** City is not required to carry any insurance covering or affecting Licensee's use of City's property related to this License. Licensee assumes the risk of any and all loss, damage, or claims related to Licensee's use of the License Area or City's or Licensee's property throughout the term hereof, except as expressly sets forth in this License. Nothing herein shall be construed to waive any of Licensee's rights to pursue claims against third parties.

**10 NON-EXCLUSIVE LICENSE.** This License is not exclusive and shall not be construed to prevent City from granting other like or similar licenses, grants or privilege to any other person, firm or corporation, or to deny or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

## **11 TRANSFERABILITY OF LICENSE AND AGREEMENT.**

11.1 Transfer. Any transfer or assignment of this License shall require City's prior, written consent, which shall not be unreasonably withheld, conditioned, or delayed; Licensee agrees that it will

provide sufficient documentation about the proposed transfer or assignment to enable City to properly evaluate the proposed transfer in a timely manner.

11.2 Acceptance by Assignee. No application for a transfer of a license shall be granted unless the proposed transferee or assignee agrees in writing that it will abide by and accept all terms of this License and City Code, and that transferee or assignee will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of Licensee under this License for all purposes, including renewal.

11.3 Approval not Waiver. Approval by City of a transfer or assignment of this License does not constitute a waiver or release of any of the rights of City, whether arising before or after the date of the transfer or assignment.

11.4 Transfer Remedies. Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License. City may, in its sole discretion and in addition to all other lawful remedies available to City under this License or otherwise, and in any combination, terminate this License, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this License. No cure or grace periods shall apply to transfers or assignments prohibited by this License or to enforcement of any provision of this License against an assignee who did not receive City's consent.

11.5 Transfer Fee. Licensee shall pay to City in advance the sum of \$500.00 as a nonrefundable fee for legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, whether or not City grants such request.

## **12 LIQUIDATED DAMAGES.**

12.1 No Reduction of Indemnity or Insurance. Licensee's obligation to pay liquidated damages does not in any way detract from Licensee's indemnity and insurance obligations under this License, which shall apply according to their terms in addition to Licensee's obligation to pay liquidated damages.

12.2 Liquidated Damages Calculated. Licensee understands and agrees that failure to comply with any time and performance requirements in this License or the requirements of the City Code will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the Parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the LOC or Bond for the following concerns:

12.2.1 City Right-of-Way Restoration. Each failure to properly restore the City Right-of-Way or to correct related violations of specifications, code ordinance or standards within 15 business days of having been notified by City to correct such defects – \$50 per day. Such amount is in addition to any cost City may incur to restore City Right-of-Way or correct the violation.

12.2.2 Records Availability. Each failure to make Licensee's books and records available as required by this License and such failure continues for 15 business days after receipt of notice of failure to provide from City – \$50 per day.

12.2.3 Unauthorized Transfer. Any unauthorized partial or total transfer of this License – \$1,000 per transfer.

12.2.4 Material Action. Each material instance of any action or non-action by Licensee contrary to the terms of this License that is not cured after 30 days' notice –\$100 per day.

12.2.5 Insurance Certificate. Failure to provide a valid Certificate of Insurance as required by Section 6 that is not cured after five days' notice –\$50 per day.

12.2.6 Assessment. If City concludes that Licensee may be liable for liquidated damages, City shall issue to Licensee a Notice of Intention to Assess Liquidated Damages and allow Licensee an opportunity to cure within thirty (30) days. The Notice shall set forth the nature of the violation and the amount of the proposed assessment. Licensee shall pay the liquidated damage immediately upon expiration of the thirty (30) day cure period or City shall deduct the amount from the LOC or Bond.

### **13 TERMINATION/REVOCAION.**

13.1 Early Termination. This License may be revoked and/or terminated prior to its date of expiration by City for the following reasons:

13.1.1 6-Month Notice of Nonrenewal. For any reason, City provides written notice of its intent not to renew this License prior to six (6) months before the end of the then current five-year term.

13.1.2 Material Failure. Licensee fails to comply with the material terms and conditions of this License or applicable law, including but not limited to failing to maintain any insurance, LOC, and/or Bond.

13.1.3 Failure to Pay. Licensee fails to make payments in the amounts and at the time specified in this License after a final determination that the payments were owed.

13.1.4 Cessation of Business. Licensee ceases doing business in City.

13.1.5 Map Failures. Licensee fails to provide current, accurate as-built plans and maps showing the location of all of Licensee's facilities installed or constructed in City.

13.1.6 Bankruptcy. Licensee is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of City, threaten the financial viability of Licensee as a going concern, or if there is any similar action that affects Licensee's capability to perform its obligations under this License.

13.1.7 Lack of License. Licensee fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to City Right-of-Way or timely pay any taxes pertaining to City Right-of-Way or that arise from or in connection with Licensee's use thereof.

13.1.8 Court Order. A court has issued an injunction that in any way prevents or restrains Licensee's use of any portion of City Right-of-Way and remaining in force for a period of at least 30 consecutive days.

13.2 Cure Period. Except where expressly prohibited by this License and Section 13.3 below, City Administrator or a designee, shall give prior written notice to Licensee of the defect in performance and give Licensee 60 days within which to cure the defect in performance before terminating the License.

13.3 Cure Period Waived for Misconduct. City need not provide a 60-day cure period prior to termination if City finds that the defect in performance under the License is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Licensee has already had notice and opportunity to cure.

13.4 Administrator Authority. The City Administrator has the authority to terminate this License, subject to Licensee's right to notice and cure where provided.

13.5 Termination by Mutual Agreement. This License may be terminated prior to its date of expiration by Licensee by providing City with 90 days written notice and only upon making arrangements satisfactory with the City Administrator to remove all Licensee's facilities from City Right-of-Way, unless the City Administrator agrees in writing to allow Licensee to abandon part or all of Licensee's facilities in place. If the City Engineer agrees to allow Licensee to abandon Licensee's facilities in place, the ownership of such facilities, including everything permitted by City to be abandoned in place, shall transfer to City and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within 30 days of such allowance of abandonment.

13.6 Equipment Removal. Notwithstanding anything in this License, upon termination of this License, (1) Licensee shall, at its sole cost and expense, remove all of Licensee's facilities within 90 days; or (2) at City's sole discretion and upon written approval, Licensee may abandon in place some or all of Licensee's facilities pursuant to Section 14.

## **14 NON-USE/ABANDONMENT OF LICENSEE'S FACILITIES**

14.1 Removal on Abandonment. If Licensee ceases to provide services or abandons use of any of its facilities, upon cancellation or termination of the License, Licensee shall notify City and may, subject to City's approval, permanently abandon the facilities in place. In such event, City, at its option, may acquire ownership of the facilities. In lieu of permanent abandonment, City may require Licensee, to the reasonable satisfaction of City and without cost or expense to City, to promptly remove Licensee's facilities and to restore City Right-of-Way to a safe and satisfactory condition comparable or better to the condition of the Right-of-Way prior to the start of such removal work subject to the supervision of City. If Licensee fails to remove an abandoned facility within ninety (90) days of receiving notice from City and City has not approved abandonment in place, City may (but shall not be obligated to) remove the facility at the sole

expense of Licensee, and Licensee shall promptly reimburse City for any and all expenses, including but not limited to administrative, legal and consultant costs, within ten (10) business days after receiving an invoice from City.

14.2 City Property. Upon permanent abandonment, if City does not require removal, Licensee shall submit to City a proposal and instruments for transferring ownership to City. Any such facility, which are not removed as required by City within 90 days of either such date of termination or cancellation or of the date City issued a permit authorizing removal, whichever is later, may, at City's sole discretion, become the property of City or shall be removed. Licensee will notify the Arizona Blue Stake Center to record Licensee's facilities that have been abandoned.

## **15 ACCEPTANCE OF LICENSE TERMS AND CONDITIONS; NOTICES.**

15.1 Acceptance of License Terms and Conditions. This License shall become effective as of the Effective Date. Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City Code and this License.

15.2 Project Manager. Licensee designates the person(s) listed below as its project manager(s) to coordinate Licensee's engineering, installation, construction, operation and maintenance, and serve as Licensee's primary contact person for all such issues that may arise between the parties in connection with this License. If no person is designated by Licensee prior to the Effective Date, then Licensee shall designate a person through a written notice promptly following City's written request to do so. The project manager(s) will have no obligation to personally perform any term or covenant to be performed under this License.

Licensee's Project Manager(s):

Fred Kriess, Regional Director  
Cactus State Utility Operating Company, LLC  
1630 Des Peres Road, STE 140  
Des Peres, MO 63131  
(602) 698-9786  
fkriess@cswrgroup.com

15.3 Notices. All notices given or which may be given pursuant to this License shall be in writing and transmitted by U.S. mail or by nationally-recognized overnight delivery service as follows:

IF TO CITY:	City Administrator City of Yuma One City Plaza Yuma, Arizona 85364
-------------	---

WITH COPIES TO:	City Attorney City of Yuma One City Plaza
-----------------	---

Yuma, Arizona 85364

City Engineer  
City of Yuma  
155 W. 14<sup>th</sup> Street  
Yuma, Arizona 85364

IF TO LICENSEE: Fred Kriess, Regional Director  
Cactus State Utility Operating Company, LLC  
1630 Des Peres Road, STE 140  
Des Peres, MO 63131  
(602) 698-9786  
fkriess@cswrgroup.com

WITH A COPY TO: Patrick Black, Esq.  
Fennemore Craig, P.C.  
2394 E. Camelback Road, STE 600  
Phoenix, Arizona 85016  
(602) 916-5400  
[pblack@fennemorelaw.com](mailto:pblack@fennemorelaw.com)

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or (D) the date an attempt to make delivery fails if a party changes its address without proper notice or refuses to accept delivery after an attempt. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

## 16 MISCELLANEOUS

16.1 Complete Agreement. This License, including all Exhibits, are hereby incorporated into this License and all of which constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This License cannot be modified or amended except in writing signed by both Parties.

16.2 Validity. Licensee acknowledges that as a condition of acceptance of this License, Licensee had the opportunity for representation throughout the negotiations of this License by Licensee's own attorneys and consult with its own attorneys about its rights and obligations regarding this License. Licensee

has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License and to enforce the terms herein.

16.3 Severability. If any section, paragraph, subdivision, clause, phrase, or provision of this License shall be adjudged invalid or unenforceable or is preempted by federal or state laws or regulations, the same shall not affect the validity of this License as a whole or any part of the provisions of this License other than the part adjudged to be invalid, unenforceable, or preempted except to the extent that such invalidity, unenforceability, or preemption would be manifestly unreasonable or inequitable under the circumstances or undermine one or both Parties' fundamental purpose in entering this License. The Parties may agree in writing to amend this License to address such invalid or unenforceable provisions; however, if the Parties disagree as to the validity or enforceability of such provisions, the License will not be affected to the extent of such disagreement until a court of competent jurisdiction determines otherwise or the Parties later agree in writing. In the event either Party seeks such judicial declaration or interpretation of any provision herein, neither Party will be liable for the other Party's attorney's fees, regardless of which Party is deemed the successful party.

16.4 Invalidity. Parties agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that City did not have the authority to issue a license to Licensee, then this License shall be considered a revocable permit with a mutual right in either Party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.

16.5 Time of Essence. Time is of the essence in each and every provision of this License except as modified in this Section 16.5. References in this License to "days" mean calendar days, unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday or a bank or City holiday. If the last day in any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for giving notice, replying to the notice or undertaking any other action will be the next business day.

16.6 Headings. The headings contained herein are for convenience only and not intended to define or limit the scope of any provision of this License.

16.7 No Partnership. Each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other under this License.

16.8 No Third-Party Beneficiaries. Only City or Licensee may seek enforcement of this License. No person or entity shall be a third-party beneficiary to this License or shall have any (a) right, title or interest in this License or the real or personal property that may be affected by this License or (b) cause of action hereunder. City shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this License

(including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this License.

16.9 Public Records. Notwithstanding any provisions of this License, Licensee acknowledges that all documents provided to City may be subject to disclosure by laws related to Arizona public records law. This provision will survive the termination of this License.

16.10 Force Majeure. With respect to any provision of this License, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture, or other sanction upon Licensee, the time for performance of the obligations of Licensee shall be extended on a day-for-day basis when the delay is the result of acts of God; war; terrorist attack; civil disturbance, strike or other labor unrest; plague; pandemics; epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or other public health crisis, including without limitation, quarantine or other employee restrictions; or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control. To assert the right to extend the time for performance under this section, Licensee shall, within thirty (30) days after Licensee knows or should know of any such force majeure event, notify City of the basis for extending the time for performance; provided, however, that in no event shall any extension exceed ninety (90) days.

16.11 Attorneys' Fees. Except as described in 16.4 or elsewhere herein, in the event a Party brings any action for any relief, declaratory or otherwise, arising out of this License or on account of any breach or default hereof, the prevailing Party is entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.

16.12 Choice of Law; Venue. This License shall be governed by and construed in accordance with the laws of the State of Arizona. Any action to enforce any provision of this License or to obtain any remedy with respect this License shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

16.13 Non-Waiver. Licensee shall not be excused from complying with any of the terms and conditions of this License by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

16.14 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this License are hereby acknowledged and incorporated herein, and the Parties hereby confirm the accuracy thereof.

16.15 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this License, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such

rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

16.16 Conflict of Interests. No member, official or employee of City may have any direct or indirect interest in this License, nor participated in any decision relating to the License that is prohibited by law. All parties hereto acknowledge that this License is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

16.17 No Boycott of Israel. Licensee certifies that it is not engaged in a boycott of Israel as of the Effective Date and agrees for the duration of this License to not engage in a boycott of Israel.

16.18 Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

16.19 Survival. All terms, provisions, covenants, conditions and obligations in this License will survive this License’s expiration or termination when, by their sense or context, such provisions, covenants, conditions or obligations: (i) cannot be observed or performed until this License’s expiration or earlier termination; (ii) expressly so survive; or (iii) reasonably should survive this License’s expiration or earlier termination. Notwithstanding any other provision in this License, the Parties’ rights to enforce any and all indemnities, representations and warranties given or made to the other party under this License or any provision in this License will not be affected by this License’s expiration or termination.

**IN WITNESS WHEREOF**, the parties have entered into this License effective as of the date first above written.

**City of Yuma:**

**Cactus State Utility Operating Company,  
LLC:**

By: \_\_\_\_\_  
John D. Simonton  
City Administrator

By: \_\_\_\_\_  
Name:  
Its:

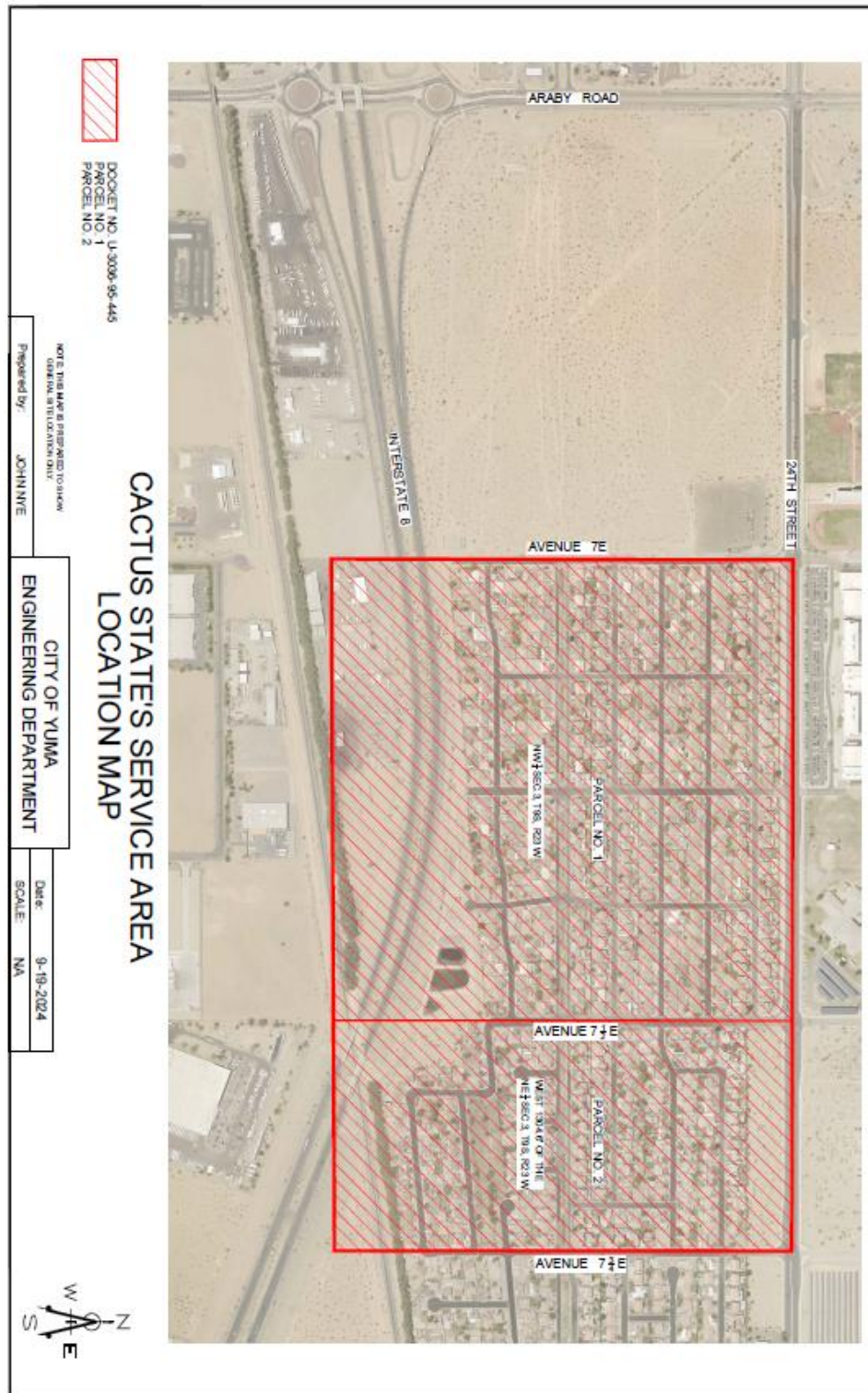
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lynda Bushong  
City Clerk

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

# Exhibit A



**EXHIBIT B**  
**STANDARDS FOR LETTER OF CREDIT**

In addition to any other requirements imposed upon a letter of credit (the “Letter of Credit”) issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

**1. Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

- 1.1** The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
- 1.2** The Letter of Credit is payable to City upon presentation of City’s draft.
- 1.3** City may make partial draws upon the Letter of Credit.
- 1.4** The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
- 1.5** Within ten (10) days after City’s draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Yuma County, Arizona upon which the issuer may endorse its payments.
- 1.6** The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
- 1.7** The Letter of Credit is valid until a specified date.
- 1.8** The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
- 1.9** The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
- 1.10** The Letter of Credit need not be transferable.

**2. Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

- 2.1** Except as approved in writing by City’s City Administrator, the form of the Letter of Credit shall be in the form set out below.
- 2.2** Except as approved in writing by City’s City Administrator, the form of drafts upon the Letter of Credit shall be in the form set out below.

**3. Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

- 3.1** The issuer shall be a federally insured financial institution with offices in Yuma County, Arizona, at which drafts upon the Letter of Credit may be presented.
- 3.2** The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
- 3.3** The issuer shall have a net worth of not less than \$1 billion.

**FORM OF LETTER OF CREDIT**  
**(ISP98 Model Government Standby (U.S.) Form 11.1)**

Date \_\_\_\_\_, 20

Letter of Credit No.: \_\_\_\_\_

Development Services Department  
City of Chandler  
P.O. Box 4008  
Mail Stop 405  
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Yuma County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until \_\_\_\_\_ 20\_\_.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party]* or, *alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. *[Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.]*

*[Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[address for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: **addresses for mailed, couriered, telephone, telefax, or electronic communications]**.]*

[Issuer's name]

[signature]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ [bank name] \_\_\_\_, a \_\_\_\_\_

By \_\_\_\_\_ [bank officer's signature] \_\_\_\_\_

\_\_\_\_\_ [bank officer's name printed] \_\_\_\_\_

Its \_\_\_\_\_ [bank officer's title] \_\_\_\_\_

Phone: \_\_\_\_ [bank officer's phone number] \_\_\_\_\_

**ANNEX A: PAYMENT DEMAND**

**(ISP98 Model Government Standby (U.S.)  
Form 11.1**

To: *[Issuer name and address]*

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

Date: \_\_\_\_\_, 20\_\_

Re: Standby Letter of Credit No. *[reference number]*, dated *[date]*, issued by *[issuers name]* ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD *[insert amount]* under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in *[the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary]*. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: *[Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account]*.

*[Beneficiary's name and  
address]* By its authorized  
officer:

*[Insert original signature]*

*[Insert typed/printed name and title]*

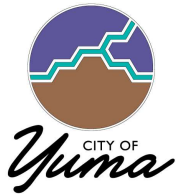
If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the City Administrator or Acting City Administrator of the City of Yuma.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (928) 373-5018 so that I can correct it. Also, please immediately notify the City Attorney at (928) 373-5050.

Thank you.

\_\_\_\_\_  
City of Yuma, City Administrator



# City of Yuma

## City Council Report

File #: O2024-033

Agenda Date: 10/2/2024

Agenda #: 1.

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

### TITLE:

**Rezoning of Property: 733 S. Clifford Way**

### SUMMARY RECOMMENDATION:

Approve the rezoning of three parcels, totaling approximately 48,207 square feet in size, from the Manufactured Housing Subdivision (MHS) District to the Medium Density Residential (R-2) District, located at 733 S. Clifford Way, Yuma, AZ. (ZONE-42944-2024)(Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

The property was annexed in 2008 as one parcel. The Manufactured Housing Subdivision (MHS) Zoning District was assigned upon annexation. The three parcels were created in 2011.

- Parcel A is 14,725 sq. ft. and is vacant;
- Parcel B is 12,049 sq. ft. and is vacant;
- Parcel C is 21,433 sq. ft. and contains residences, and storage buildings.

The property owner wishes to rezone in anticipation of the construction of new site-built residences.

Yuma City Code §154-07.01 describes the following as some of the development standards required of a development with the Medium Density Residential (R-2) District:

1. The minimum lot size is 4,500 sq. ft.;
2. The maximum lot coverage shall not exceed 55% of the lot area;
3. A minimum front yard setback is 20 feet;
4. A minimum side yard setback is 5 feet;
5. A minimum rear yard setback is 10 feet; and

6. A maximum building height of 40 feet (20 ft. when adjacent to AG).

The request to rezone the property from the Manufactured Housing Subdivision (MHS) District to the Medium Density Residential (R-2) District is in conformance with the Medium Density Residential Land Use Category shown in the General Plan.

On August 26, 2024, The Planning and Zoning Commission voted to recommend **APPROVAL** of the rezoning from the Manufactured Housing Subdivision (MHS) District to the Medium Density Residential (R-2) District, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

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

**"Robert Blevins, Principal Planner** summarized the staff report and recommended **APPROVAL**.

**QUESTIONS FOR STAFF**

None

**APPLICANT/APPLICANT'S REPRESENTATIVE**

**"Maria Del Rosario Gonzalez, 733 S. Clifford Way, Yuma, AZ** was available for questions and stated that she agreed with the conditions.

**PUBLIC COMMENT**

None

**"Motion by Gregory Counts, Planning Commissioner, second by John Mahon, Planning Commissioner, to APPROVE ZONE-42944-2024 as presented.**

**"Motion carried unanimously, (7-0)."**

**Planning Commission Staff Report- Attached**

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
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: 09/24/2024
Reviewed by City Attorney: Richard W. Files	Date: 09/23/2024



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – REZONE**  
**CASE PLANNER: BOB BLEVINS**

**Hearing Date:** August 26, 2024

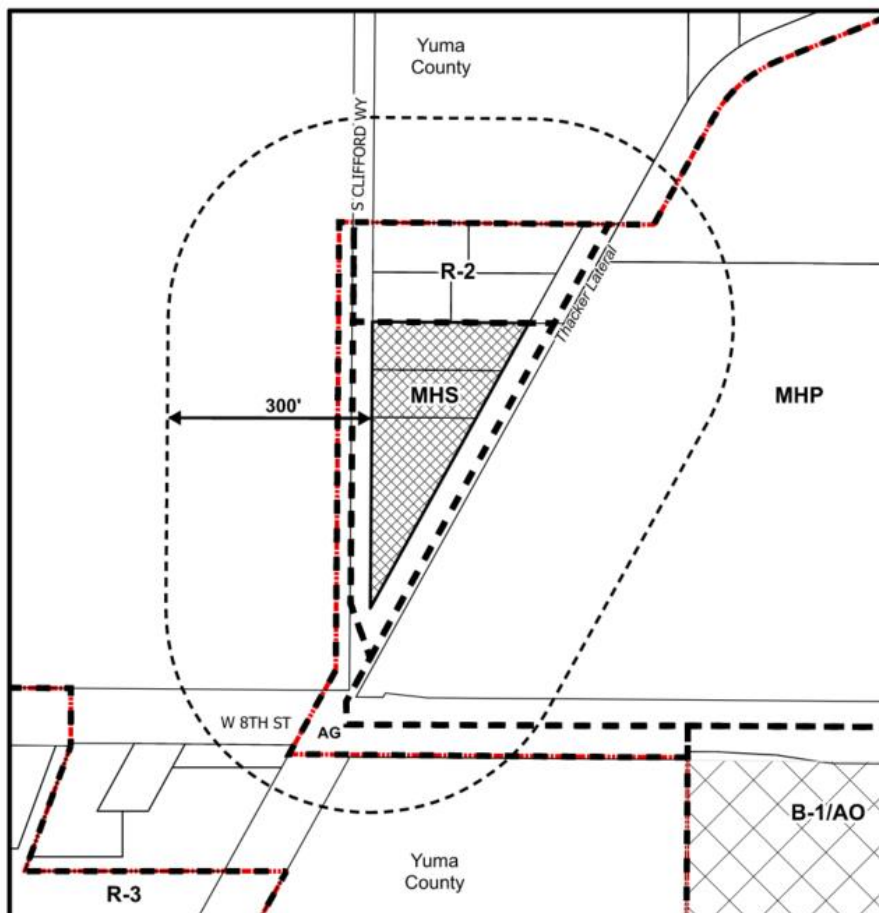
**Case Number:** ZONE-42944-2024

**Project Description/**  
**Location:**

This is a request by Maria Gonzalez to rezone an approximately 48,207 square foot property from the Manufactured Home Subdivision (MHS) District to the Medium Density Residential (R-2) District, for the property located at 733 S. Clifford Way, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Manufactured Home Subdivision (MHS)	Residences	Medium Density Residential
<b>North</b>	Medium Density Residential (R-2)	Residences	Medium Density Residential
<b>South</b>	Agriculture (AG)	Thacker Lateral Canal	Medium Density Residential
<b>East</b>	Manufactured Home Park (MHP)	Winter Gardens Co-op	Medium Density Residential
<b>West</b>	County Medium Density Residential (R-2)	Field in Agriculture	Medium Density Residential

**Location Map**



**Prior site actions:** Annexation: Ord. 2008-032 (10/03/2008); Lot Split: Gonzalez Lot Split (Fee # 2011-21828).

**Staff Recommendation:** Staff recommends **APPROVAL** of the rezoning from the Manufactured Home Subdivision (MHS) District to the Medium Density Residential (R-2) District, subject to the conditions shown in Attachment A.

**Suggested Motion:** Move to **APPROVE** Rezone ZONE-42944-2024 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

**Effect of the Approval:** By approving the rezone, the Planning and Zoning Commission is recommending approval to the City Council for the request to rezone an approximately 48,207 square foot property from the Manufactured Home Subdivision (MHS) District to the Medium Density Residential (R-2) District, for the property located at 733 S. Clifford Way, Yuma, AZ., subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

**Staff Analysis:** The property was annexed in 2008 as one parcel. The Manufactured Home Subdivision (MHS) Zoning District was assigned upon annexation. The three parcels were created in 2011.

Parcel A is 14,725 sq. ft. and is vacant;

Parcel B is 12,049 sq. ft. and is vacant;

Parcel C is 21,433 sq. ft. and contains residences, and storage buildings.

The property owner wishes to rezone in anticipation of the construction of new site-built residences.

#### **Zoning & General Plan:**

Further specified in §154-07.01, the following are some of the development standards required of a development with the Medium Density Residential (R-2) District:

1. The minimum lot size is 4,500 sq. ft.;
2. The maximum lot coverage shall not exceed 55% of the lot area;
3. A minimum front yard setback is 20 feet;
4. A minimum side yard setback is 5 feet;
5. A minimum rear yard setback is 10 feet; and
6. A maximum building height of 40 feet (20 ft. when adjacent to AG).

The request to rezone the property from the Manufactured Home Subdivision (MHS) District to the Medium Density Residential (R-2) District is in conformance with the Medium Density Residential Land Use Category in the General Plan.

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

Yes.

Land Use Element:	
Land Use Designation:	Medium Density Residential
Issues:	None

Historic District:	Brinley Avenue		Century Heights		Main Street		None	X
Historic Buildings on Site:	Yes		No	X				

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

#### **FACILITY PLANS**

Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Clifford Way: Local Street- Residential	29 FT H/W ROW	30 FT H/W ROW				
Bicycle Facilities Master Plan	Thacker Lateral Canal- Proposed Bike Path					
YCAT Transit System	Avenue B- Green Route					
Issues:	None					

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

#### **Parks, Recreation and Open Space Element:**

Parks and Recreation Facility Plan	
Neighborhood Park:	Existing: Kiwanis Park Future: Kiwanis Park
Community Park:	Existing: Joe Henry Memorial Park Complex Future: Joe Henry Memorial Park Complex
Linear Park:	Existing: East Main Canal Linear Park Future: Thacker Lateral Canal Linear Park
Issues:	None

#### **Housing Element:**

Special Need Household:	N/A
Issues:	None

#### **Redevelopment Element:**

Planned Redevelopment Area:	N/A								
Adopted Redevelopment Plan:	North End:			Carver Park:			None:	X	
Conforms:	Yes	X	No						

#### **Conservation, Energy & Environmental Element:**

Impact on Air or Water Resources	Yes		No	X	
Renewable Energy Source	Yes		No	X	

#### **Public Services Element:**

<div>Population Impacts</div> <div>Population projection per 2018-2022 American Community Survey</div> <div>Police Impact Standard: 1 officer for every 530 citizens;</div> <div>2020 Conservation Plan Water demand: 207 gallons/day/person;</div> <div>Wastewater generation: 70 gallons per day per person</div>	Dwellings & Type		Projected	Police	Water		Wastewater
	Single Family		Population	Impact	Consumption		Generation
	Maximum	Per Unit		Officers	GPD	AF	GPD
	10	2.7	27	0.05	5,589	6.3	1,890
	Minimum						
5	2.7	14	0.03	2,795	3.1	945	

Fire Facilities Plan:	Existing: Fire Station No. 4	Future: Fire Station No. 4
Water Facility Plan:	Source: City X Private	Connection: 6" line on Clifford Way
Sewer Facility Plan:	Treatment: City X Septic	Connection: 8" line on Clifford Way
Issues:	None	

#### **Safety Element:**

Flood Plain Designation:	X	Liquefaction Hazard Area:	Yes		No	X
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Issues:	None							
<b>Growth Area Element:</b>								
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 <sup>th</sup> St		Avenue B & 32 <sup>nd</sup> St.			
	North End		Pacific Ave & 8 <sup>th</sup> St		Estancia		None	X
Issues:	None							

**4. Does the proposed rezoning conform to the adopted facilities plan?**

Yes.

**5. Does the proposed rezoning conform to Council's prior approval of rezonings, development agreements or subdivisions for this site?**

Yes.

**Public Comments Received:** None Received.

**External Agency Comments:** None Received.

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

**Proposed conditions delivered to applicant on:** July 25, 2024

**Final staff report delivered to applicant on:** August 12, 2024

<input checked="" type="checkbox"/>	Applicant agreed with all of the conditions of approval on: July 25, 2024
<input type="checkbox"/>	Applicant did not agree with the following conditions of approval: (list #'s)
<input type="checkbox"/>	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

**Attachments**

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

**Prepared By:** *Robert M. Blevins* **Date:** 07/25/24  
 Robert M. Blevins  
 Principal Planner Robert.Blevins@yumaaz.gov (928) 373-5189

**Reviewed By:** *Jennifer L. Albers* **Date:** 7/25/24  
 Jennifer L. Albers  
 Assistant Director of Planning

**Approved By:** *Alyssa Linville* **Date:** 08/15/2024  
 Alyssa Linville  
 Director, Planning and Neighborhood Services

**ATTACHMENT A**  
**CONDITIONS OF APPROVAL**

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

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

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

**Community Planning, Bob Blevins, Principal Planner (928) 373-5189:**

3. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

**Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.**

## ATTACHMENT B AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 08/02/24
- **300' Vicinity Mailing:** 7/08/24
- **34 Commenting/Reviewing Agencies noticed:** 07/11/24
- **Neighborhood Meeting:** 07/22/24
- **Hearing Date:** 08/26/24
- **Comments due:** 07/22/24
- **Site Posted on:** 07/10/24

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	07/15/24	X		
Yuma County Engineering	YES	07/12/24	X		
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	07/12/24	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	07/11/24	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	07/15/24	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	07/11/24	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

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

**Date Held:** 07/22/24

**Location:** 733 S. Clifford Way

**Attendees:** Maria Gonzalez, property owner; City Staff: Bob Blevins, Community Planning.  
No other persons in attendance.

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT: NONE

**ATTACHMENT D**  
**NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City	State	Zip Code
CORONADO ADRIAN	2550 W COUNTY 14TH ST	YUMA	AZ	85365
DWR INVESTMENTS LLC	3266 S PINTO WAY	YUMA	AZ	85365
FRIENDLY ACRES MOBILE HOME & RV PARK AZ LLC	77 W CHICAGO ST #4	CHANDLER	AZ	85225
GARDEN OASIS ESTATES LLC	9454 WILSHIRE BLVD STE 920	BEVERLY HILLS	CA	90212
GONZALES MARIA DEL ROSARIO	733 S CLIFFORD WAY	YUMA	AZ	85364
GONZALES MARIA DEL ROSARIO	733 S CLIFFORD WAY	YUMA	AZ	85364
GONZALES MARIA DEL ROSARIO	733 S CLIFFORD WAY	YUMA	AZ	85364
KOSNAC RYANE MARIE	709 S CLIFFORD WAY	YUMA	AZ	85364
ORCHARD GARDENS CO-OPERATIVE AN AZ CORP	650 S AVENUE B LOT SP 58	YUMA	AZ	85364
SOTO PEDRO URIAS	695 S CLIFFORD WAY	YUMA	AZ	85364
VALENZUELA ROSA &	7221 ALLOT AVE APT 4	VAN NUYS	CA	91405
WINTERGARDENS CO-OPERATIVE	2700 W 8TH ST	YUMA	AZ	85364
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364
ZARAGOZA ROBERTO R & CAROLINA JT	412 S 22ND AVE	YUMA	AZ	85364
ZARAGOZA ROBERTO R & CAROLINA JT	412 S 22ND AVE	YUMA	AZ	85364

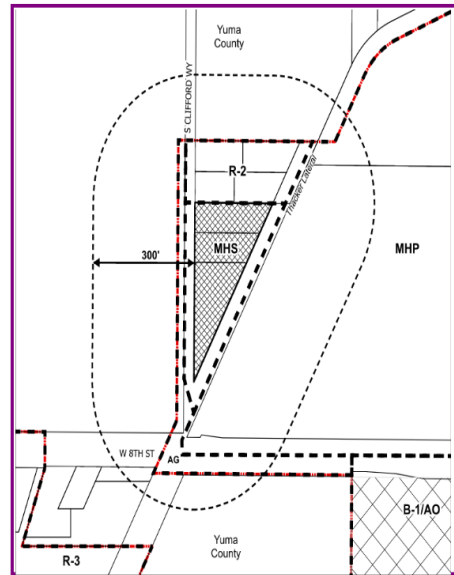
**ATTACHMENT E**  
**NEIGHBOR POSTCARD**

This is a request by Maria Gonzalez to rezone an approximately 48,207 square foot property from the Manufactured Home Subdivision (MHS) District to the Medium Density Residential (R-2) District, for the property located at 733 S. Clifford Way, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION**  
FOR CASE #  
ZONE-42944-2024

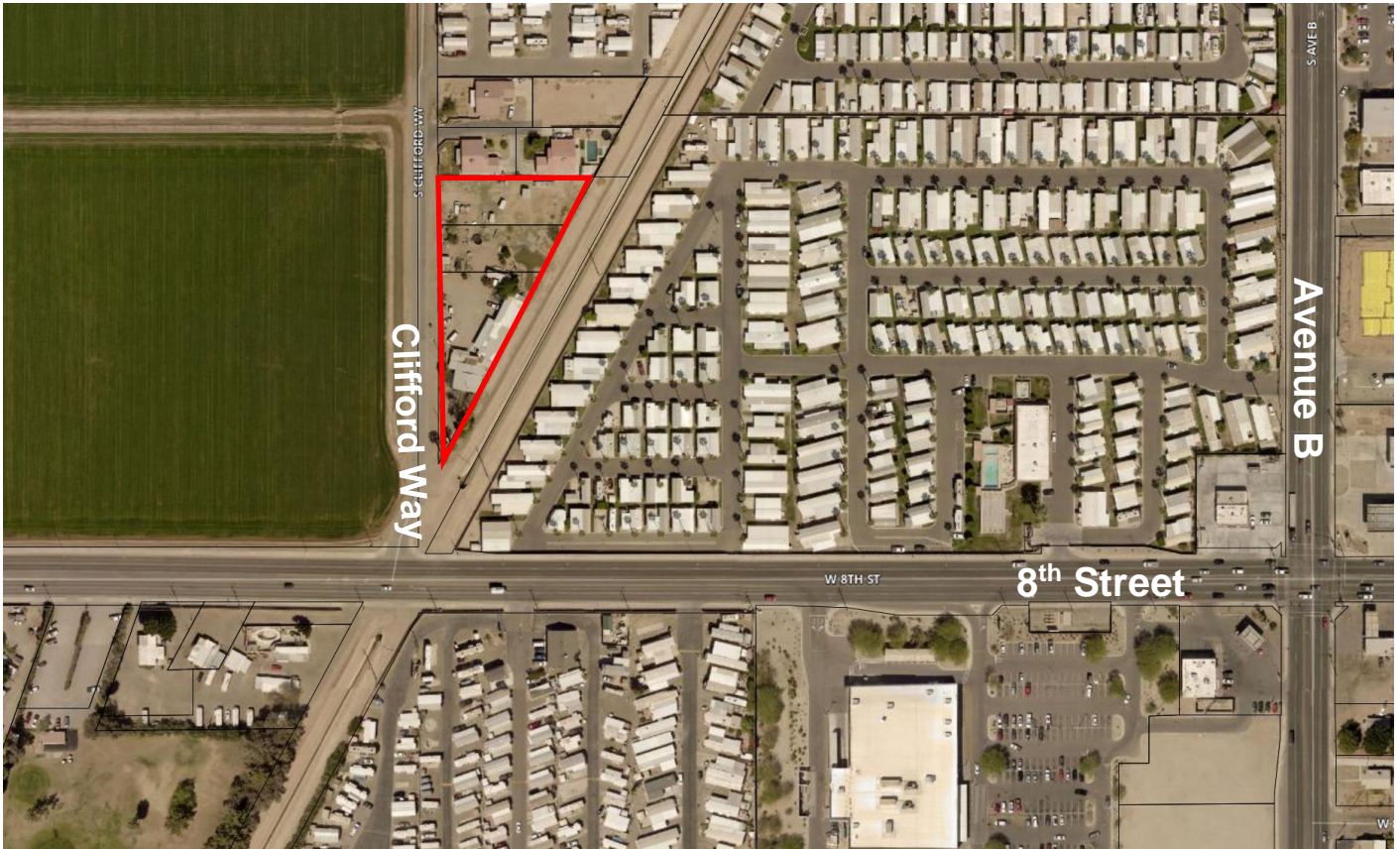
**NEIGHBORHOOD MEETING**  
07/22/2024 @ 5PM ON-SITE

**PUBLIC HEARING**  
8/26/ 2024 @ 4:30 PM  
City Hall Council Chambers  
One City Plaza, Yuma, AZ



Because you are a neighbor within 300' of 733 S. Clifford Way, Yuma, AZ., you are invited to attend the meetings to voice your comments. If you have questions or wish to submit written comments, please contact Robert Blevins by phone at (928) 373-5189 or by email at [Robert.Blevins@YumaAz.gov](mailto:Robert.Blevins@YumaAz.gov)

ATTACHMENT F  
AERIAL PHOTO



**ORDINANCE NO. O2024-033**

**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 MANUFACTURED HOUSING SUBDIVISION (MHS) DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING**

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on August 26, 2024 in Zoning Case No: ZONE-42944-2024 in the manner prescribed by law for the purpose of rezoning three parcels of real property, hereafter described, to the Medium Density Residential (R-2) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on August 2, 2024; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-42944-2024 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: That the following described real property, depicted in Exhibit A, attached:

*Parcels A, B, and C of the Gonzalez Lot Split, a lot split of the south 589.00 feet of the southeast quarter of the southeast quarter of Section 19, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona; except the west 30.00 feet thereof, lying west of the centerline of the Thacker Canal, in Book 26, Page 12 of Plats in the Office of the Yuma County Recorder;*

*Containing 48,207 square feet, more or less*

shall be placed in the Medium Density Residential (R-2) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Medium Density Residential (R-2) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the Medium Density Residential (R-2) District.

SECTION 2: That the following conditions (s) must be met and/or completed for the zoning amendment to be final:

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

SECTION 3: With the exception of Condition 2, each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above time frame, then the rezone shall be subject to A.R.S. § 9-462.01.

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

APPROVED:

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

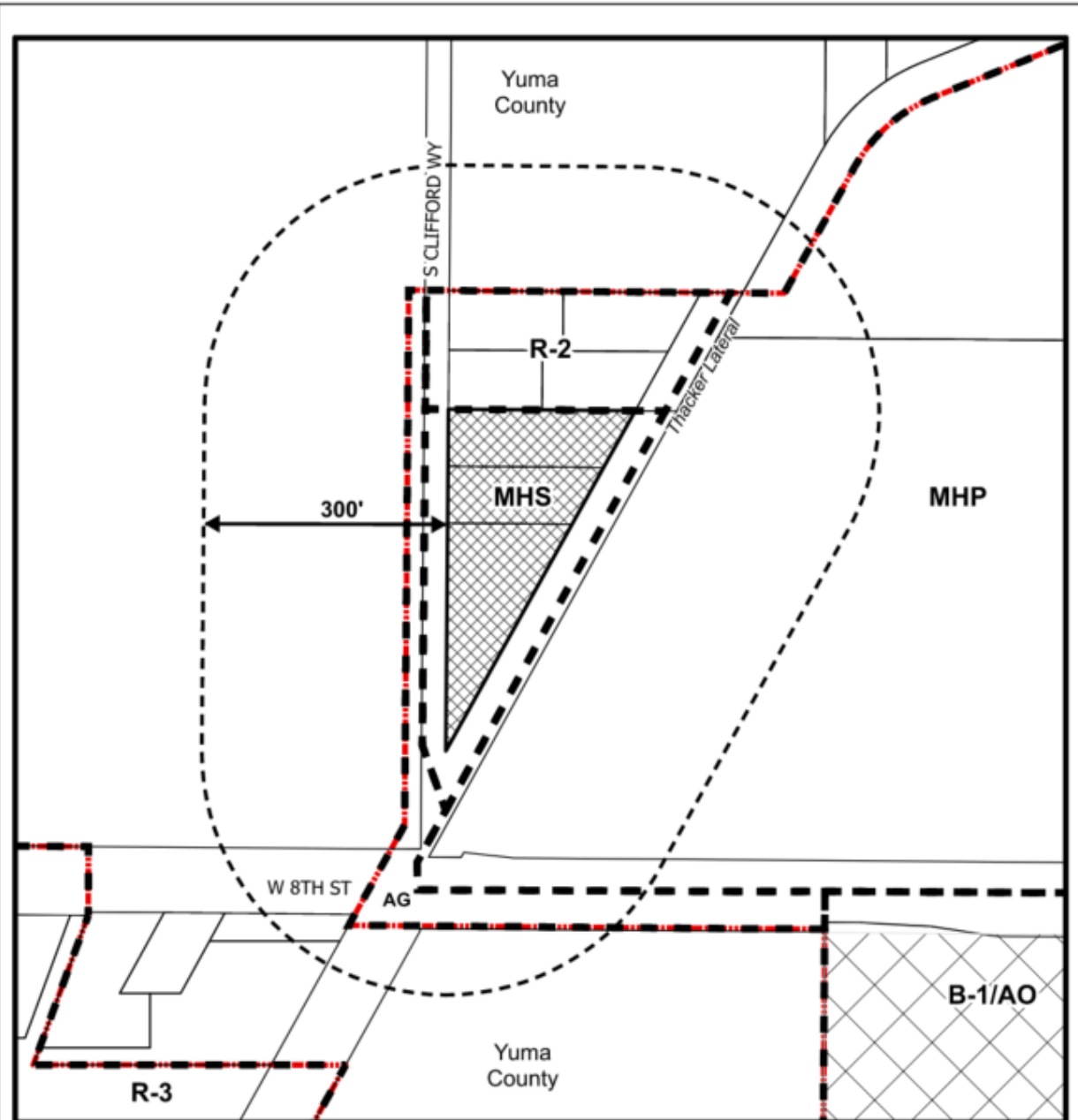
ATTESTED:

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

APPROVED AS TO FORM:

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

# Exhibit A



## LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: RB



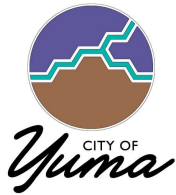
Date: 6/26/2024

Revised:

Revised:

Case #:

ZONE-42944-2024



# City of Yuma

## City Council Report

File #: O2024-034

Agenda Date: 10/2/2024

Agenda #: 2.

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

**TITLE:**

**Text Amendment: Outdoor Lighting Standards**

**SUMMARY RECOMMENDATION:**

Amend Title 15, Chapter 154, to update development standards for outdoor lighting. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**STRATEGIC OUTCOME:**

The proposed text amendment to update lighting standards will foster an increase in safety for outdoor activities and improve energy efficiency. Appropriate building and parking lot lighting methods supports the City Council's strategic outcome of Active and Appealing and Safe and Prosperous.

**REPORT:**

The Yuma City Code is continually adapting to improve development within the community. The goal of this text amendment is to provide adequate lighting while limiting excessive, unnecessary light trespass onto neighboring properties. With the advent of LED lighting and its unique characteristics, the City Code needs to acknowledge advances in lighting fixtures, methods to measure lighting, and positioning on the property for the most efficient coverage while keeping the light on the subject property

Below is a description of each proposed amendment:

**Article 1 Definitions:** Moving and updating definitions relating to outdoor lighting. The definitions will now be in Article 18- Outdoor Lighting Regulations.

**Article 14 Aesthetic Overlay District:** Updates the minimum and average footcandles required for properties located in the Aesthetic Overlay District. This is in keeping with current techniques for measuring light.

**Article 16 Improvement of Parking Lots:** Updates the minimum and average footcandles required for parking lots in keeping with current techniques for measuring light and the most efficient layout of light fixtures to limit wasted energy and for safety and visibility.

**Article 18 Outdoor Lighting Regulations:** Clarifies and updates: definitions for shielding, and bottom-mounted fixtures; adds LED lighting to the mix of light sources; updates some terminology and techniques for measuring and containing light; adds light trespass to the code and its limitations and exceptions; update of photometric survey requirements; and the design of under canopy lighting.

In order to involve and address industry issues and concerns with outdoor lighting, two rounds of stakeholder review were accomplished.

Round One: On April 23<sup>rd</sup>, 2024, the City hosted a Stakeholder Meeting to discuss lighting code issues for commercial projects. The conversation focused on a number of identified areas. Thirteen local electrical contractors, engineers, and suppliers were directly invited and 15 interested persons attended plus City Staff.

Round Two: A summary of the discussion and a review of the proposed changes was sent out after the Stakeholder Meeting to gather further input and any needed clarification. This outreach enhanced the code update by bringing out situations encountered by the contractors, and suppliers who deal directly with their customers when creating site plans for new parking lots, work areas, and other outdoor venues and/or for energy-efficient upgrades to old light fixtures/luminaires.

On August 26, 2024, the Planning and Zoning Commission voted to recommend APPROVAL (7-0) of the request by the City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154: Article 01- Definitions; Article 14- Overlay Zoning Districts; Article 16- Off-Street Parking and Loading Regulations; and Article 18- Outdoor Lighting Regulations, all to update provisions related to outdoor lighting.

#### **PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:**

**“Robert Blevins - Principal Planner** summarized the staff report and recommended **APPROVAL**.

#### **QUESTIONS FOR STAFF**

**“Chris Hamel -Planning and Zoning Commission,** said that he noticed the increase of light shields on street poles in residential areas and noted that the Marine Corps Air Station is also adopting similar light measures to address concerns about light invasion.

**“Gregory Counts - Planning and Zoning Commissioner,** asked who would be the most affected by the text amendment request, and asked if property owners would be grandfathered in.

**“Blevins** said that it would benefit everyone and mentioned that the City held a stakeholder meeting where a number of contractors were in attendance and were pleased with the proposed text amendment.

**“Counts** said he was concerned about the mom-and-pop shops having to replace their lighting.

**“Jennifer Albers - Assistant Director of Neighborhood Services,** added that comments from contractors at the stakeholder meeting were taken into consideration and that this request is focused on new commercial development and no retrofit would be required. **Albers** also said that one of the benefits of having contractors in the stakeholder meeting is that they consult with clients to determine the best lighting options and added that one of the issues that arose was light trespass, which the contractors can help address by advising customers to ensure that their lighting stays within their own property. **Albers** clarified that the current code does not provide a mechanism to address this issue noting that this text amendment would change that.

**“Counts** asked if signs would have to meet certain light requirements as well.

**“Albers** said that signs also have certain lighting and timing requirements they must meet.

#### **APPLICANT/APPLICANT’S REPRESENTATIVE**

None

**PUBLIC COMMENT**

None

**MOTION**

**“Motion by Chelsea Malouff - Planning and Zoning Commissioner, second by Lori Arney - Planning and Zoning Commissioner to APPROVE ZONE-42943-2024 as presented.**

**“Motion carried unanimously (7-0).”**

**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:**

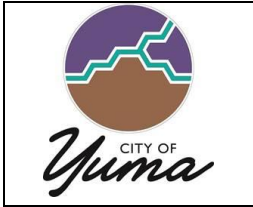
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 09/24/2024
Reviewed by City Attorney: Richard W. Files	Date: 09/23/2024



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – TEXT AMENDMENT**  
**CASE PLANNER: BOB BLEVINS**

**Hearing Date** August 26, 2024

**Case Number:** ZONE-42943-2024

**Project Description:** This is a request by the City of Yuma for Zoning Code Text Amendments to amend Title 15, Chapter 154: Article 01- Definitions, Article 14- Overlay Zoning Districts, Article 16- Off-Street Parking and Loading Regulations, and Article 18- Outdoor Lighting Regulations, all to update provisions related to outdoor lighting.

**Staff recommendation:** Staff recommends **APPROVAL** of the text amendments to Title 15, Chapter 154: Article 01- Definitions, Article 14- Overlay Zoning Districts, Article 16- Off-Street Parking and Loading Regulations, and Article 18- Outdoor Lighting Regulations, all to update provisions related to outdoor lighting

**Suggested Motion:** Move to **APPROVE** the text amendments in ZONE-42943-2024 as presented in the staff report.

**Effect of the Approval:** By approving the text amendments, the Planning and Zoning Commission is recommending approval to City Council for the request to amend Title 15, Chapter 154: Article 1- Definitions, Article 14- Overlay Zoning Districts, Article 16- Off-Street Parking and Loading Regulations, and Article 18- Outdoor Lighting Regulations, all to update provisions related to outdoor lighting.

**Staff Analysis:** The text amendments update the existing outdoor lighting regulations to:

- Add LED (light emitting diode) lighting to the code for shielding and color temperature.
- Bring photometric survey standards in line with modern practices.
- Clarify the bottom-mounted/ground-mounted light fixture angles.
- Extend the area for a photometric survey beyond the property line.
- For new fuel canopies: flush/recessed fixtures to reduce glare.
- Clarify limits on light trespass.

The goal of these text amendments is to provide adequate lighting while limiting excessive, unnecessary light trespass onto neighboring properties. With the advent of LED lighting and its unique characteristics, the City Code needs to acknowledge advances in lighting fixtures, methods to measure lighting, and positioning on the property for the most efficient coverage while keeping the light on the subject property.

**Background:**

**Watts vs. Lumens**

With more efficient lighting choices, there is a need to reconsider how the brightness of a “bulb” is rated in order for the consumer to make an accurate and educated selection. When shopping for lighting, you will notice the packaging lists “watts”, “watts equivalent”, and/or “lumens”.

For more than a century, most all lighting was incandescent, where a filament inside a bulb was heated by electricity with the by-product being light. In simple terms, the more electricity- the more light. It was easy to estimate the brightness of an incandescent bulb: the higher the wattage, the more light emitted. We all know that a 100 watt bulb is far brighter than a 40 watt bulb. Now with LED, halogen, or fluorescent lighting, the wattage is not an accurate way to measure output since these alternatives are vastly more energy-efficient and use less wattage.

To help better compare light output from different types of bulbs/fixtures, the lumen rating is included to help compare. Lumens measure the total amount of light emitted by the bulb, while watts measure the amount of power consumed by the bulb. Adding the more accurate lumens number on the bulb packaging gives a precise scale to compare how bright the light will be. The wattage is of course still of interest especially when comparing how little energy is used when comparing, for example, an incandescent bulb with an LED bulb.

### **Unique Characteristics of LED Lighting:**

While this code update does not require LED outdoor lighting, most new and retrofit installations are LED due to the benefits of smaller fixtures, cost-savings, energy-efficiency, and controllable output of color and the ability to direct the light in precise ways.

LEDs emit very little heat. In comparison, incandescent bulbs release 90% of their energy as heat and fluorescent lights release about 80% of their energy as heat. The cooler LED light helps in the design of more efficient and creative light fixtures (luminaires).

The human eye may see warmer light is “not as bright” so considerations are needed to adjust the output to a higher lumen/footcandle for optimum coverage at night. A 3,000K light can have a variety of lumen outputs depending on the need.

LEDs can be designed for a variety of Correlated Color Temperatures (CCT). The color temperature of a light source is not necessarily the brightness of the light, but the color of the light ranging from a harsh blue (10,000K) to a warm yellow/orange (1,000K). The “K” stands for Kelvin, relating to the Kelvin Scale which is an industry-standard of measuring the characteristics of the light output, specifically in the code for LED lighting.

Typical LED outdoor lighting ranges from 2,700K to 5,000K. The City of Yuma uses street light fixtures of 3,000K which is also the goal of this text amendment. The warmer 3,000K lighting is proposed to uphold the Arizona Revised Statutes, Title 49, Chapter 7 with regard to light pollution and the “Dark Sky” goals of reducing waste, glare, light trespass, interference of artificial light, and adverse effects on wildlife; therefor increasing safety, and the visibility of the night sky. Additionally, the 3,000K standard will provide a seamless transition from the public right-of-way to private outdoor lighting.

A survey of other jurisdictions, focusing on Arizona, was done to see what their code standards require for new and retrofits of outdoor lighting.

Research found includes:

- Phoenix, Flagstaff, Coconino County and Sedona have 2,600K-2,700K maximums;
- Fountain Hills, Camp Verde, and Glendale has a 3,000K maximum;
- Goodyear has a 3,200-3,500K maximum;
- Tucson, Sahuarita, Pima County, and Prescott Valley have a 3,500K maximum;
- Chandler has a 4,000K maximum.

#### **Parking Lots and Other Needs and Retrofits:**

Public outreach brought forth the concern of how to deal with specific parking lot and other outdoor lighting (nighttime car dealer display, industrial outdoor manufacturing, outdoor spectator events, as examples) in relation to industry standards. The text amendment reflects a closer match to the industry standard for parking lot lighting and to minimize light trespass on residential properties. A process has been developed as part of this text amendment for exceptions from City lighting standards to accommodate particular lighting situations.

#### **Light Trespass:**

With increases in population and housing density, the use of outdoor lighting can cause conflicts when it spills over onto neighboring properties. Since LED lighting can be perceived to be brighter, and LEDs emit light in a specific direction - this Code update includes some shielding, height, and distance standards to moderate the unique LED attributes.

#### **Public Outreach:**

In order to involve and address industry issues and concerns with outdoor lighting, two rounds of stakeholder review were accomplished.

Round One: On April 23<sup>rd</sup>, 2024, the City hosted a Stakeholder Meeting to discuss lighting code issues for commercial projects. The conversation focused on a number of identified areas. Thirteen local electrical contractors, engineers, and suppliers were directly invited and 15 interested persons attended plus City Staff.

Round Two: A summary of the discussion and a review of the proposed changes was sent out after the Stakeholder Meeting to gather further input and any needed clarification. (See Attachment D)

This outreach enhanced the code update by bringing out situations encountered by the contractors, and suppliers who deal directly with their customers when creating site plans for new parking lots, work areas, and other outdoor venues and/or for energy-efficient upgrades to old light fixtures/luminaires.

#### **Detailed Description of each Proposed Amendment:**

**Article 1 Definitions:** Moving and updating definitions relating to outdoor lighting. The definitions will now be in Article 18- Outdoor Lighting Regulations.

**Article 14 Aesthetic Overlay District:** Updates the minimum and average footcandles required for properties located in the Aesthetic Overlay District. This is in keeping with current techniques for measuring light.

**Article 16 Improvement of Parking Lots:** Updates the minimum and average footcandles required for parking lots in keeping with current techniques for measuring light and the most efficient layout of light fixtures to limit wasted energy and for safety and visibility.

**Article 18 Outdoor Lighting Regulations:** Clarifies and updates: definitions for shielding, and bottom-mounted fixtures; adds LED lighting to the mix of light sources; updates some terminology and techniques for measuring and containing light; adds light trespass to the code and its limitations and exceptions; update of photometric survey requirements; and the design of under canopy lighting.

**Criteria Questions:**

**1. Does the proposed amendment implement the goals, objectives and policies of the General Plan?**

Yes.

**2. Does the proposed amendment fit the overall purpose and intent of the zoning ordinance?**

Yes. The proposed amendment fits the overall purpose and intent of the zoning ordinance.

**3. Will the proposed amendment change the range of uses identified in the zoning code? If so, how?**

No. The proposed amendment will change certain lighting standards and requirements for particular uses, but will have no impact on the range of uses permitted within the zoning code.

**4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?**

Yes. The proposed amendment will modify certain development standards of the lighting requirements within the zoning code.

**5. What are the potential impacts of the proposed amendment?**

No negative impacts have been identified with the proposed text amendment.

Potential positive impacts include lessening of Light Pollution by upholding the Arizona Revised Statutes "Dark Sky" goals of reducing waste, glare, light trespass, interference of artificial light, and adverse effects on wildlife; therefor increasing safety, and the visibility of the night sky.

**6. Does the proposed amendment fit the overall purpose and intent of the subdivision ordinance?**

Yes.

**7. Does the proposed amendment conform to prior City Council actions regarding this issue?**

Yes.

**Public Comments Received:** See Attachment D .

**External Agency Comments:** None Received.

**Attachments:**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Draft Text	Agency Notifications	List of all Stakeholders	Stakeholder Comments

**Prepared By:** *Robert M. Blevins* **Date:** 07/26/24  
Robert M. Blevins  
Principal Planner Robert.Blevins@yumaaz.gov (928) 373-5189

**Reviewed By:** *Jennifer L. Albers* **Date:** 7/26/24  
Jennifer L. Albers  
Assistant Director of Planning

**Approved By:** *Alyssa Linville* **Date:** 08/15/2024  
Alyssa Linville  
Director, Planning and Neighborhood Services

**ATTACHMENT A  
DRAFT TEXT**

SECTION 1: That the Yuma City Code, Title 15, Chapter 154, Article 01 Section 07, Definitions, be amended to delete the strike through text:

~~**FULLY SHIELDED.** That fixtures are shielded in such a manner that light rays emitted by the fixture either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.~~

~~**MAINTAINED FOOTCANDLE.** Predicted footcandles, at a given location, calculated through application of a light loss factor.~~

~~**PARTIALLY SHIELDED.** That fixtures are shielded in such a manner that the bottom edge of the shield is below the plane of the centerline of the lamp reducing light above the horizontal.~~

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 01 Aesthetic Overlay District (AO), Subsection D be amended to insert the bolded text and delete the strike through text:

- (6) *Lighting.* Minimum standards for lighting for properties located within the Aesthetic Overlay District are as follows.
- (a) Aisles, passageways and recesses related to and within the building complex shall be illuminated with an intensity of **an average of 0.5** ~~a minimum of one maintained~~ footcandles at the ground level and at seven feet vertical between sunset and sunrise.
  - (b) Open parking lots shall be illuminated with **an average of 0.5 footcandles with a minimum 0.2 footcandles over the parking spaces** ~~a minimum of one maintained footcandle of light on the parking surface~~ and at seven feet vertical between sunset and sunrise.
  - (c) All exterior entrances shall be illuminated with ~~a minimum~~ **an average** of five ~~maintained~~ footcandles at ground level and at seven feet vertical between the hours of sunset and sunrise, with a minimum 15-foot radius from the center point of the entrance.
  - (d) Closed and covered parking structures and carports shall be illuminated with ~~a minimum~~ **an average** of five ~~maintained~~ footcandles at ground level and at seven feet vertical between the hours of sunset and sunrise; during daylight hours, the area shall be illuminated with a minimum of ten footcandles.
  - (e) Greenway trails, pathways, linear parks, multi-use trails and similar facilities shall be illuminated with a minimum of **0.5** ~~one-half maintained~~ **average** footcandle at ground level and at seven feet vertical between sunset and sunrise.

**Table No. 8 - Shielding Requirements**

<b>Fixture Lamp Type</b>	<b>Shielding Requirements</b>
Any light source of 70W or less	None
Fluorescent	Fully shielded (3)

Glass tubes filled with neon, argon, krypton	None
High pressure sodium	Fully shielded
Incandescent 150W or less	None

<b>Table No. 8 - Shielding Requirements</b>	
<b>Fixture Lamp Type</b>	<b>Shielding Requirements</b>
Low pressure sodium (1)	Partially shielded
Metal halide (2)	Fully shielded
Quartz (4)	Fully shielded

SECTION 3: That the Yuma City Code, Title 15, Chapter 154, Article 16, Section 03, Subsection B Improvement of Parking Lots be amended to insert the bolded text and delete the strike through text:

- (6) Lighting standards shall be placed so as to reflect the light away from the adjacent areas, and so as not to interfere with traffic movement or control. Illumination of **the** parking area shall be required for all parking areas with five or more parking spaces. Open parking lots **shall incorporate the requirements of Article 18 and** shall illuminate parking stalls with **an average of 0.5 footcandles with a minimum 0.2 footcandles over the parking spaces** ~~a minimum of one maintained footcandle of light on the parking surface~~ and seven feet vertical between sunset and sunrise.

SECTION 4: That the Yuma City Code, Title 15, Chapter 154, Article 18 Outdoor Lighting Regulations, Sections 01 through 04, be amended to insert the bolded text and delete the strike through text:

§ 154-18.01 Purpose.

The principal purpose of the outdoor lighting regulations is to create standards for outdoor lighting which do not conflict with the reasonable use and enjoyment of property within the city and with astronomical observations. It is the intention of this subchapter to encourage the conservation of energy while increasing night-time safety, utility, security and productivity, through regulation of the types, kinds, construction, installation and use of outdoor electrically powered illuminating devices, lighting practices and systems. **The provisions of Arizona Revised Statutes, Title 49- The Environment, Chapter 7- Light Pollution, shall be followed to uphold the “Dark Sky” goals of reducing waste, glare, light trespass, interference of artificial light, and adverse effects on wildlife; therefor increasing safety, and the visibility of the night sky.**

§ 154-18.02 General Requirements.

(A) *Definitions:*

**FULLY SHIELDED.** That fixtures are shielded in such a manner that light rays emitted by the fixture either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

**PARTIALLY SHIELDED.** That fixtures are shielded in such a manner that the bottom edge of the shield is below the plane of the centerline of the lamp reducing light above the horizontal.

**FOOTCANDLE, AND LUMEN:** The footcandle and lumen measure light, although in different ways for different lighting situations. Light output is measured in lumens. The number of lumens measures the total amount of visible light emitted by a light source. It gauges the brightness of the light. The footcandle measures how much light falls upon a certain spot.

**LIGHT TRESPASS:** A condition in which artificial light emitted from a luminaire on one property, not inclusive of light incidentally scattered or reflected from adjacent surfaces, is directed in such a manner that the light source is visible from any other property.

- (B) *Top-mounted.* Outdoor advertising sign lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure. All such fixtures shall comply with the shielding requirements **noted in this section** in Table No. 8.

~~(1) This is the preferred light source to minimize undesirable light emission into the night sky affecting astronomical observations.~~

~~(2) Metal halide lighting used primarily for display purposes shall not be used for security lighting after 11:00 p.m. Metal halide lamps shall be installed only in enclosed luminaires. These lamp fixtures shall be “filtered”, a glass, acrylic or translucent enclosure of the light source (quartz glass does not meet this requirement).~~

~~(3) Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within, do not require shielding. Dark backgrounds with light lettering and warm white and natural lamps are preferred to minimize detrimental effects.~~

~~(4) For purposes of this subchapter, quartz lamps shall not be considered an incandescent light source.~~

- (C) *Bottom-mounted. (ground-mounted, up-lighting, feature-lighting).* An outdoor advertising sign illuminated by any type of bottom-mounted outdoor lighting system or fixture, which is installed at or on **the ground or** the lower portion of any outdoor advertising sign or fixture shall be prohibited unless said lighting fixture is shielded to confine the light to the sign face. **All such fixtures with lighting which is directed upwards shall be placed so that the angle of the lamp shall not be greater than forty-five degrees (45°) measured from a horizontal plane to a line projected through the center of the lamp.**

- (D) *Mercury vapor.* Mercury vapor lamps and fixtures are prohibited for use as outdoor lighting. ~~Mercury vapor lamps in use for outdoor lighting on the effective date of this chapter shall not be used after January 1, 2011.~~

- (E) *Searchlights.* Prohibited.

- (F) *Recreational facilities.* Public or private recreational facilities, which are illuminated with outdoor lighting fixtures conforming to these regulations may operate any time with such illumination. Outdoor recreational facilities not conforming to these regulations shall not be illuminated after 11:00 p.m. except to conclude a specific recreational or sporting event or any other similar activity conducted at or in the facility which was in progress under such illumination; prior to 11:00 p.m.

- (G) *Outdoor advertising off-site signs.* The electrical illumination of outdoor advertising off-site signs including those internally illuminated, is prohibited between the hours of 12:00 a.m. midnight and sunrise.

- (H) *Flagpoles.* Outdoor lighting fixtures used to illuminate a flagpole shall be mounted on the top of the flagpole structure and adhere to the shielding requirements outlined in **this section** ~~Table No. 8~~. In cases where it is impossible to light a flagpole structure from the top, bottom-mounted lights shall be connected to a timer which extinguishes all but the minimal light source necessary to illuminate the flag between the hours of 11:00 p.m. and sunrise.
- (I) **The maximum light pole height is 12 feet when within 25 feet of a residential use.**
- (J) **Light Emitting Diode (LED) and Low Pressure Sodium are the preferred light sources to minimize undesirable light emissions to neighboring properties and the night sky.**
- (K) **Metal halide lighting used primarily for display purposes shall not be used for security lighting after 11:00 p.m. Metal halide lamps shall be installed only in enclosed luminaries. These lamp fixtures shall be “filtered”, a glass, acrylic or translucent enclosure of the light source (quartz glass does not meet this requirement) and this lighting requires full shielding.**
- (L) **Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within, do not require shielding. Dark backgrounds with light lettering and warm white and natural lamps are preferred to minimize detrimental effects.**
- (M) **For purposes of this subchapter, quartz lamps shall not be considered an incandescent light source.**
- (N) **LED lighting must be 3,000K (Kelvin corrected color temperature (CCT)) or less for all commercial uses.**
- (O) **Any light source of 70 watts (700 lumens) or equivalent does not require shielding.**
- (P) **Neon, argon, and other noble gas glass tube lighting does not require shielding.**
- (Q) **High Pressure Sodium, low pressure sodium, and quartz halogen lighting requires full shielding.**
- (R) **Light trespass is prohibited, except for fixtures exempted from this ordinance or from shielding requirements in this section.**

§ 154-18.03 ~~Permanent~~ Exemptions.

- (A) *Nonconforming fixtures.* Legally installed outdoor lighting not conforming to the provisions of this chapter shall be allowed to remain, provided such fixtures are extinguished between the hours of 11:00 p.m. and sunrise by automatic shut-off device.
- (B) *Fossil fuel light.* All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from all requirements of this code.
- (C) *State and federal facilities.* Outdoor light fixtures installed on, and in connection with those facilities and land owned or operated by the federal government or the State of Arizona, or any department, division, agency or instrumentality thereof, are exempt from all requirements of this chapter. Voluntary compliance with the intent of this chapter at those facilities is encouraged.

(D) Deviations from the lighting standards provided in this chapter may be approved for private properties if approved by the Zoning Administrator.

(E) Applications to deviate from the lighting standards shall include the following information:

- (1) A site plan depicting the location of proposed lighting on the site;
- (2) A lighting inventory that provides, at minimum:
  - a. The brightness (in lumens) and correlated color temperature (in Kelvin) of each luminaire;
  - b. The height of each fixture;
  - c. The directional angle of each fixture;
  - d. The character of shielding for each luminaire, if any;
  - e. Identification of luminaires that diverge from the standards of this Chapter and are subject to the deviation request;
  - f. Detailed description of the circumstances which necessitate the deviation;
  - g. Such other data and information as may be required by the Zoning Administrator.
- (3) The deviation may be granted if the following findings are made:
  - a. There are unique circumstances affecting the subject property or unique design and land use characteristics that make it infeasible or impractical to comply with strict application of the lighting standards detailed in this chapter.
  - b. The proposed deviation will achieve the intent of this chapter to the maximum extent feasible.

§ 154-18.04 Submittal of Plans.

(A) *Submittal contents.* The applicant for any permit required by any provision of the laws of this jurisdiction in connection with proposed work involving outdoor light fixtures shall submit (as part of the application for permit) evidence that the proposed work will comply with this chapter. The submittal shall contain, but shall not be limited to, the following:

- (1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;
- (2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices and the description may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and
- (3) Photometric data, such as that furnished by manufacturers, or similar, showing the angle of cut off of light emissions. . **For commercial projects, a Photometric Survey is required, and it shall show lit areas including 1 foot beyond the subject property to show no light trespass onto neighboring properties.**
- (4) **For new construction or retrofits of fuel canopy lighting: Fully-recessed fuel canopy lighting/flat lenses are required. All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself. Shielding by surrounding structures such as canopy edges is not a suitable alternative.**

- (B) *Subdivision plat certification.* If any subdivision proposes to have installed street or other common or public area outdoor lighting, the final plat shall contain a statement certifying compliance with the regulations of this chapter.

**ATTACHMENT B**  
**AGENCY NOTIFICATIONS**

- Legal Ad Published: The Sun 08/02/24
- 34 Commenting/Reviewing Agencies noticed: 07/11/24
- Neighborhood Meeting: N/A
- Hearing Date: 08/26/24
- Comments due: 07/22/24

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>“No Comment”</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	07/15/24	X		
Yuma County Engineering	NR				
Yuma County Public Works	YES	07/12/24	X		
Yuma County Water Users' Assoc.	YES	07/12/24	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	07/11/24	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>“No Conditions”</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	YES	07/15/24	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	07/18/24	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT C**  
**LIST OF ALL STAKEHOLDERS**

Isaac Liggett of Liggett Electrical  
Orlando Morin, Joe Cabrera and Gibran Carbajal of O&M Electric  
Fred Dammeyer and Ernesto Morales of D&H Electric  
Nate Schug and Joe Montenegro of Westmoor Electric  
Keith Boyd and Glenn Stewart of Klein's Electric  
Robert Goin, Gilbert Felix and Juan C. Ramos of Yuma Winlectric  
Jim Adler of JOL Enterprises  
David Watson, Tim Locklear and Jedidiah Ward of Sternco Engineering  
Jorge Nunez, Mark DeAnda and Ariel Sanchez of Specialty Electric  
Alfred Moore of One Source Wholesale  
Jeff Flermoen of C.E.D. Wholesale  
Scott Thomson of T41 Architects  
Chris Thompson of Thompson Design Architects

## ATTACHMENT D

### Stakeholder Comments

Issue #1 – Clarify bottom-mounted/ground-mounted light fixture angle	
	Summary of discussion:
	<ul style="list-style-type: none"> <li>▪ Concern is that uplighting is not lighting the targeted area</li> <li>▪ Need to better aim the light onto the subject sign or object</li> <li>▪ Protect neighbors and traffic from glare</li> <li>▪ This can also be resolved by limiting lumens</li> </ul>
	Staff recommendation:
	<ul style="list-style-type: none"> <li>• Clarify within the code that any bottom-mounted lighting includes shielding to limit the lighting to the area being illuminated and the angle is no more than 45 degrees</li> </ul>
Issue #2 – Extend area for photometric survey beyond property line	
	Summary of discussion:
	<ul style="list-style-type: none"> <li>▪ Concern that light may trespass onto neighboring properties</li> <li>▪ This discussion crossed over into the residential side noting concerns the code does not include a means to address light trespass from private homeowners</li> </ul>
	Staff recommendation:
	<ul style="list-style-type: none"> <li>• For commercial projects, expand the requirements for photometric surveys to within 1 foot of the property line</li> <li>• For residential uses, add to the code a means to address light trespass</li> </ul>
Issue #3 – For new fuel canopies: flush/recessed fixtures	
	Summary of discussion:
	<ul style="list-style-type: none"> <li>▪ Concern that current allowed lighting may be causing glare and light trespass</li> <li>▪ Need to quicken the adjustment of vision for people when moving from a dark area to a very bright area.</li> </ul>
	Staff recommendation:
	<ul style="list-style-type: none"> <li>• Add to code that for new fuel canopies lighting shall be completely recessed</li> </ul>
Issue #4 – Add LED lighting to code for shielding and color temperature for commercial projects	
	Summary of discussion:
	<ul style="list-style-type: none"> <li>▪ To bring code up-to-date on modern lighting, suitable uses, and unique characteristics.</li> <li>▪ LEDs are “directional” light sources, which means they emit light in a specific direction, unlike incandescent and CFL, which emit light and heat in all directions.</li> <li>▪ Discussion on color of light (kelvin) and intensity of light (foot-candle)</li> <li>▪ General discussion that 3,000K for color is acceptable and also what the county requires</li> <li>▪ But 3,000K can be expensive and difficult to acquire</li> <li>▪ Discussion on fully and partially shielded</li> </ul>
	Staff recommendation:
	<ul style="list-style-type: none"> <li>• Update Table 8 – Shielding Requirements (154-18.02) within the code to address LED’s with a maximum 3,000K color temperature</li> <li>• Update code to expand definitions for Fully and Partially Shielded fixtures and include examples</li> <li>• Staff will include a special exception process to be decided by the Zoning Administrator in cases where the color temperature should exceed 3,000K</li> </ul>
Issue #5 – Parking Lot Lighting: 1 foot candle	
	Summary of discussion:
	<ul style="list-style-type: none"> <li>▪ The 1-foot candle maintained is in conflict with accepted standards and IES recommendations</li> <li>▪ Consider adjusting pole height to limit light trespass</li> </ul>
	Staff recommendation:
	<ul style="list-style-type: none"> <li>• Allow .5-foot candle average with a minimum .2-foot candle over parking space areas</li> <li>• Require maximum pole height of 12 feet within 25 feet of residential areas</li> </ul>

Additional issues discussed	
	Billboards – need to clarify/enforce time limits and brightness levels
	International Energy Conservation Code – discussion about updating code from 2009. - Staff will look into this issue during scheduled code updates
	Needs to be a means to allow for exceptions to the standards based on the use - Staff will include a special exception process to be decided by the Zoning Administrator

## ORDINANCE NO. O2024-034

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, PROVIDING FOR CHANGES TO THE ZONING CODE TO AMEND CERTAIN SECTIONS RELATING TO OUTDOOR LIGHTING

WHEREAS, from time to time it may be desirable to modify the zoning code keeping within the context of a dynamic and growing community; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on August 26, 2024 in Case no: ZONE-42943-2024 in the manner prescribed by law for the purpose of amending the City of Yuma Zoning Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on August 2, 2024; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the zoning code text amendment in Case No: ZONE-42943-2024 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this amendment, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: Yuma City Code, Title 15, Chapter 154, Article 01, Section 07, Definitions, is amended to delete the following strike through text:

~~**FULLY SHIELDED.** That fixtures are shielded in such a manner that light rays emitted by the fixture either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.~~

~~**MAINTAINED FOOTCANDLE.** Predicted footcandles, at a given location, calculated through application of a light loss factor.~~

~~**PARTIALLY SHIELDED.** That fixtures are shielded in such a manner that the bottom edge of the shield is below the plane of the centerline of the lamp reducing light above the horizontal.~~

SECTION 2: Yuma City Code, Title 15, Chapter 154, Article 14, Section 01, Aesthetic Overlay District (AO), Subsection D, is amended to insert the following bolded text and delete the strike through text:

(6) *Lighting.* Minimum standards for lighting for properties located within the Aesthetic Overlay District are as follows.

- (a) Aisles, passageways and recesses related to and within the building complex shall be illuminated with an intensity of **an average of 0.5** ~~a minimum of one maintained~~ footcandles at the ground level and at seven feet vertical between sunset and sunrise.
- (b) Open parking lots shall be illuminated with **an average of 0.5 footcandles with a minimum 0.2 footcandles over the parking spaces** ~~a minimum of one maintained footcandle of light on the parking surface~~ and at seven feet vertical between sunset and sunrise.

- (c) All exterior entrances shall be illuminated with ~~a minimum~~ **an average** of five ~~maintained~~ footcandles at ground level and at seven feet vertical between the hours of sunset and sunrise, with a minimum 15-foot radius from the center point of the entrance.
- (d) Closed and covered parking structures and carports shall be illuminated with ~~a minimum~~ **an average** of five ~~maintained~~ footcandles at ground level and at seven feet vertical between the hours of sunset and sunrise; during daylight hours, the area shall be illuminated with a minimum of ten footcandles.
- (e) Greenway trails, pathways, linear parks, multi-use trails and similar facilities shall be illuminated with a minimum of **0.5** ~~one-half maintained~~ **average** footcandles at ground level and at seven feet vertical between sunset and sunrise.

**SECTION 3:** Yuma City Code, Title 15, Chapter 154, Article 16, Section 03, Subsection B, Improvement of Parking Lots, is amended to insert the following bolded text and delete the strike through text:

(6) Lighting standards shall be placed so as to reflect the light away from the adjacent areas, and so as not to interfere with traffic movement or control. Illumination of ~~the~~ parking area shall be required for all parking areas with five or more parking spaces. Open parking lots **shall incorporate the requirements of Article 18 and** shall illuminate parking stalls with **an average of 0.5 footcandles with a minimum 0.2 footcandles over the parking spaces** ~~a minimum of one maintained footcandle of light on the parking surface~~ and seven feet vertical between sunset and sunrise.

**SECTION 4:** Yuma City Code, Title 15, Chapter 154, Article 18, Outdoor Lighting Regulations, Sections 01 through 04, are amended to insert the following bolded text and delete the strike through text:

§ 154-18.01 Purpose.

The principal purpose of the outdoor lighting regulations is to create standards for outdoor lighting which do not conflict with the reasonable use and enjoyment of property within the city and with astronomical observations. It is the intention of this subchapter to encourage the conservation of energy while increasing night-time safety, utility, security and productivity, through regulation of the types, kinds, construction, installation and use of outdoor electrically powered illuminating devices, lighting practices and systems. **The provisions of Arizona Revised Statutes, Title 49- The Environment, Chapter 7- Light Pollution, shall be followed to uphold the “Dark Sky” goals of reducing waste, glare, light trespass, interference of artificial light, and adverse effects on wildlife; therefor increasing safety, and the visibility of the night sky.**

§ 154-18.02 General Requirements.

(A) *Definitions:*

**FULLY SHIELDED.** That fixtures are shielded in such a manner that light rays emitted by the fixture either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

**PARTIALLY SHIELDED.** That fixtures are shielded in such a manner that the bottom edge of the shield is below the plane of the centerline of the lamp reducing light above the horizontal.

**FOOTCANDLE, AND LUMEN:** The footcandle and lumen measure light, although in different ways for different lighting situations. Light output is measured in lumens. The number of lumens measures the total amount of visible light emitted by a light source. It gauges the brightness of the light. The footcandle measures how much light falls upon a certain spot.

**LIGHT TRESPASS:** A condition in which artificial light emitted from a luminaire on one property, not inclusive of light incidentally scattered or reflected from adjacent surfaces, is directed in such a manner that the light source is visible from any other property.

~~(A)~~ **(B) Top-mounted.** Outdoor advertising sign lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure. All such fixtures shall comply with the shielding requirements **noted in this section** ~~in Table No. 8.~~

- ~~(1) This is the preferred light source to minimize undesirable light emission into the night sky affecting astronomical observations.~~
- ~~(2) Metal halide lighting used primarily for display purposes shall not be used for security lighting after 11:00 p.m. Metal halide lamps shall be installed only in enclosed luminaires. These lamp fixtures shall be "filtered", a glass, acrylic or translucent enclosure of the light source (quartz glass does not meet this requirement).~~
- ~~(3) Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within, do not require shielding. Dark backgrounds with light lettering and warm white and natural lamps are preferred to minimize detrimental effects.~~
- ~~(4) For purposes of this subchapter, quartz lamps shall not be considered an incandescent light source.~~

~~(B)~~ **(C) Bottom-mounted. (ground-mounted, up-lighting, feature-lighting).** An outdoor advertising sign illuminated by any type of bottom-mounted outdoor lighting system or fixture, which is installed at or on **the ground or** the lower portion of any outdoor advertising sign or fixture shall be prohibited unless said lighting fixture is shielded to confine the light to the sign face. **All such fixtures with lighting which is directed upwards shall be placed so that the angle of the lamp shall not be greater than forty-five degrees (45°) measured from a horizontal plane to a line projected through the center of the lamp.**

~~(C)~~ **(D) Mercury vapor.** Mercury vapor lamps and fixtures are prohibited for use as outdoor lighting. ~~Mercury vapor lamps in use for outdoor lighting on the effective date of this chapter shall not be used after January 1, 2011.~~

~~(D)~~ **(E) Searchlights.** Prohibited.

~~(E)~~ **(F) Recreational facilities.** Public or private recreational facilities, which are illuminated with outdoor lighting fixtures conforming to these regulations may operate any time with such illumination. Outdoor recreational facilities not conforming to these regulations shall not be illuminated after 11:00 p.m. except to conclude a specific recreational or sporting event or any other similar activity conducted at or in the facility which was in progress under such illumination; prior to 11:00 p.m.

~~(F)~~ **(G) Outdoor advertising off-site signs.** The electrical illumination of outdoor advertising off-site signs including those internally illuminated, is prohibited between the hours of 12:00 a.m. midnight and sunrise.

~~(G)~~ **(H) Flagpoles.** Outdoor lighting fixtures used to illuminate a flagpole shall be mounted on the top of the flagpole structure and adhere to the shielding requirements outlined in **this section** ~~Table No. 8.~~ In cases where it is impossible to light a flagpole structure from the top, bottom-mounted lights shall be connected to a timer which extinguishes all but the minimal light source necessary to illuminate the flag between the hours of 11:00 p.m. and sunrise.

**(I) The maximum light pole height is 12 feet when within 25 feet of a residential use.**

**(J) Light Emitting Diode (LED) and Low Pressure Sodium are the preferred light sources to minimize undesirable light emissions to neighboring properties and the night sky.**

(K) Metal halide lighting used primarily for display purposes shall not be used for security lighting after 11:00 p.m. Metal halide lamps shall be installed only in enclosed luminaries. These lamp fixtures shall be “filtered”, a glass, acrylic or translucent enclosure of the light source (quartz glass does not meet this requirement) and this lighting requires full shielding.

(L) Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within, do not require shielding. Dark backgrounds with light lettering and warm white and natural lamps are preferred to minimize detrimental effects.

(M) For purposes of this subchapter, quartz lamps shall not be considered an incandescent light source.

(N) LED lighting must be 3,000K (Kelvin corrected color temperature (CCT)) or less for all commercial uses.

(O) Any light source of 70 watts (700 lumens) or equivalent does not require shielding.

(P) Neon, argon, and other noble gas glass tube lighting does not require shielding.

(Q) High Pressure Sodium, low pressure sodium, and quartz halogen lighting requires full shielding.

(R) Light trespass is prohibited, except for fixtures exempted from this ordinance or from shielding requirements in this section.

**Table No. 8 - Shielding Requirements**

<b>Fixture Lamp Type</b>	<b>Shielding Requirements</b>
Any light source of 70W or less	None
Fluorescent	Fully shielded (3)
Glass tubes filled with neon, argon, krypton	None
High pressure sodium	Fully shielded
Incandescent 150W or less	None
Low pressure sodium (1)	Partially shielded
Metal halide (2)	Fully shielded
Quartz (4)	Fully shielded

§ 154-18.03 ~~Permanent~~ Exemptions.

(A) *Nonconforming fixtures.* Legally installed outdoor lighting not conforming to the provisions of this chapter shall be allowed to remain, provided such fixtures are extinguished between the hours of 11:00 p.m. and sunrise by automatic shut-off device.

(B) *Fossil fuel light.* All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from all requirements of this code.

(C) *State and federal facilities.* Outdoor light fixtures installed on, and in connection with those facilities and

land owned or operated by the federal government or the State of Arizona, or any department, division, agency or instrumentality thereof, are exempt from all requirements of this chapter. Voluntary compliance with the intent of this chapter at those facilities is encouraged.

**(D) Deviations from the lighting standards provided in this chapter may be approved for private properties if approved by the Zoning Administrator.**

**(E) Applications to deviate from the lighting standards shall include the following information:**

- 1. A site plan depicting the location of proposed lighting on the site;**
- 2. A lighting inventory that provides, at minimum:**
  - a. The brightness (in lumens) and correlated color temperature (in Kelvin) of each luminaire;**
  - b. The height of each fixture;**
  - c. The directional angle of each fixture;**
  - d. The character of shielding for each luminaire, if any;**
  - e. Identification of luminaires that diverge from the standards of this Chapter and are subject to the deviation request;**
  - f. Detailed description of the circumstances which necessitate the deviation;**
  - g. Such other data and information as may be required by the Zoning Administrator.**
- 3. The deviation may be granted if the following findings are made:**
  - a. There are unique circumstances affecting the subject property or unique design and land use characteristics that make it infeasible or impractical to comply with strict application of the lighting standards detailed in this chapter.**
  - b. The proposed deviation will achieve the intent of this chapter to the maximum extent feasible.**

#### § 154-18.04 Submittal of Plans.

(A) *Submittal contents.* The applicant for any permit required by any provision of the laws of this jurisdiction in connection with proposed work involving outdoor light fixtures shall submit (as part of the application for permit) evidence that the proposed work will comply with this chapter. The submittal shall contain, but shall not be limited to, the following:

- (1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices;
- (2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices and the description may include, but is not limited to, catalog cuts by manufacturers and drawings (including sections where required); and
- (3) Photometric data, such as that furnished by manufacturers, or similar, showing the angle of cut off of light emissions. **For commercial projects, a Photometric Survey is required, and it shall show lit areas including 1 foot beyond the subject property to show no light trespass onto neighboring properties.**
- (4) For new construction or retrofits of fuel canopy lighting: Fully-recessed fuel canopy lighting/flat lenses are required. All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself. Shielding by surrounding structures such as canopy edges is not a suitable alternative.**

(B) *Subdivision plat certification.* If any subdivision proposes to have installed street or other common or public area outdoor lighting, the final plat shall contain a statement certifying compliance with the regulations of this chapter.

**SECTION 5:** It shall be unlawful for any person, firm or corporation to violate, or cause the violation of, any provision of this ordinance. Any person, firm or corporation violating any of the provisions in this ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or both fine and imprisonment. Each separate day or part thereof during which any violation of said sections occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

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

APPROVED:

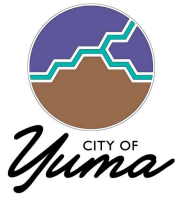
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: O2024-035

Agenda Date: 10/16/2024

Agenda #: 1.

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

**TITLE:**

**3rd Street Right-of-Way Acquisition**

**SUMMARY RECOMMENDATION:**

Approval of right-of-way acquisition from Yuma County for 3rd Street from east of 27th Drive to Avenue B, a distance of approximately 700'. (Engineering) (Steve Wilson/ Dave Wostenberg).

**STRATEGIC OUTCOME:**

This action supports the City Council's strategic outcome of Respected and Responsible, as approval of this acquisition will bring this portion of 3rd Street into the City's jurisdiction and provide continuity of resources and services.

**REPORT:**

The Yuma County Board of Supervisors has approved dedication of right-of-way from the eastern limits of Su Casa Gardens Subdivision to Avenue B and provided a Quit Claim Deed to the City of Yuma. The deed has been executed by the Yuma County Board of Supervisors. A legal description and Exhibit "A" showing the right-of-way has been provided by the Yuma County Department of Engineering and is attached to the deed.

The Yuma City Charter requires City Council approval of an ordinance to acquire, sell, lease, or dispose of real property. The proposed ordinance allows City acceptance and recording of the deeded right of way.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**ORDINANCE NO. O2024-035**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,  
AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND RELATED  
PROPERTY INTERESTS BY TRANSFER FROM YUMA COUNTY**

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

WHEREAS, the City has identified the acquisition of a certain parcel of real property as necessary for public right-of-way and City of Yuma maintenance along 3<sup>rd</sup> Street between 27<sup>th</sup> Drive and Avenue B; and,

WHEREAS, Yuma County has prepared a deed of the property to the City of Yuma and the City Engineer recommends City acceptance of the public right-of-way for purposes of maintenance as part of the City of Yuma roadway system,

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

SECTION 1: It is deemed necessary and essential, as a matter of public necessity and public welfare, that certain real property described in fee and depicted in the deed from Yuma County, attached and by this reference made a part of this Ordinance, be acquired by the City of Yuma, as such acquisitions are required as part of the City of Yuma roadway system and would be in the public interest and of public benefit.

SECTION 2: The City Administrator is authorized and directed to accept the described real property and accompanying property rights by transfer from Yuma County.

SECTION 3: The disbursing officer of the City of Yuma is authorized and directed to pay all costs of recording fees and other costs necessary in the acquisition.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## QUIT CLAIM DEED

GRANTOR (Name, Address, Zip Code)	GRANTEE (Name, Address, Zip Code)
Yuma County 198 S. Main Street Yuma, AZ 85364	City of Yuma, a Municipal Corporation One City Plaza Yuma, AZ 85364-1436

For valuable consideration, Grantor quit claims to Grantee all right, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on the effective date, being the date and time of recordation of this instrument.

### Subject Real Property (Legal Description)

See EXHIBIT "A & B" attached hereto and by this reference incorporated herein.

*EXEMPT from affidavit and filing fees (A.R.S. 11-1134(A)(3))*

Dated this 4<sup>th</sup> day of March, 2024.

YUMA COUNTY, ARIZONA

By: Mart Porchas  
MARTIN PORCHAS, Chairman  
Board of Supervisors

ATTEST:

Ian McGaughey  
IAN MCGAUGHEY, Clerk of the Board

STATE OF ARIZONA       )  
  ) ss  
County of Yuma        )

This Quit-Claim Deed was acknowledged before me this 4<sup>th</sup> day of March, 2024

By Martin Porchas, Chairman of the Yuma County Board of Supervisors and  
Ian McGaughey, Clerk of the Board.



Rosalyn Doten  
Notary Public

Quitclaim Deed  
Page 1 of 4

My Commission Expires:

### ACCEPTANCE

CITY OF YUMA, a Municipal Corporation

By: \_\_\_\_\_  
Jay Simonton  
City Administrator

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Legal Description verified by:	
_____ City Engineer	_____ Date

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION:**

A parcel of land located in Government Lot 1, Section Nineteen (19), Township Eight South (T8S), Range twenty-three West (R23W), Gila and Salt River Base and Meridian (G&SRB&M), Yuma County, Arizona, said parcel of land being more particularly described as follows:

Beginning at the East Quarter (E ¼) corner of said Section 19;

**THENCE** N00°01'45"W along the East Line of Section 19 a distance of 432.99 feet to the point of intersection with the centerline of City 3rd Street;

**THENCE** S89°58'15"W a distance of 89.00 feet to a point on the westerly Right-of-Way line of the Thacker Lateral Canal, said point also being the **TRUE POINT OF BEGINNING**;

**THENCE** N00°01'45"W along said westerly Right-of-Way line of the Thacker Lateral Canal, a distance of 25.00 feet;

**THENCE** N89°58'15"W a distance of 701.45 feet to a point of intersection with the westerly property line of a parcel of land described in Docket 1918, Page 653, Yuma County Records and the North Right-of-Way line for 3rd Street as identified on the Su Casa Gardens Subdivision in BK 14, Page 69, Yuma County Records;

**THENCE** S00°01'45"E along said westerly property line a distance of 50.00 feet to a point;

**THENCE** S89°58'15"E a distance of 566.45 feet to a point;

**THENCE** S00°01'45"E a distance of 5.00 feet to a point;

**THENCE** S89°58'15"E a distance of 135.00 feet to a point on the westerly Right-of-Way line of the Thacker Canal;

**THENCE** N00°01'45"W a distance of 30.00 feet to **THE TRUE POINT OF BEGINNING**.

Area equals 0.82 acres or less.

EXHIBIT FOR: FRANK SANCHEZ, PE, COUNTY ENGINEER  
Wed, 20 Dec 2023 - 12:17pm, P:\Engineering\Civil\_CADD\_Section\CivilDwg\Proj\ROW Agents\Exhibit Map with Legal\3rd Street @ Housing\Exhibit Map.dwg



**YUMA COUNTY DEPARTMENT OF ENGINEERING**

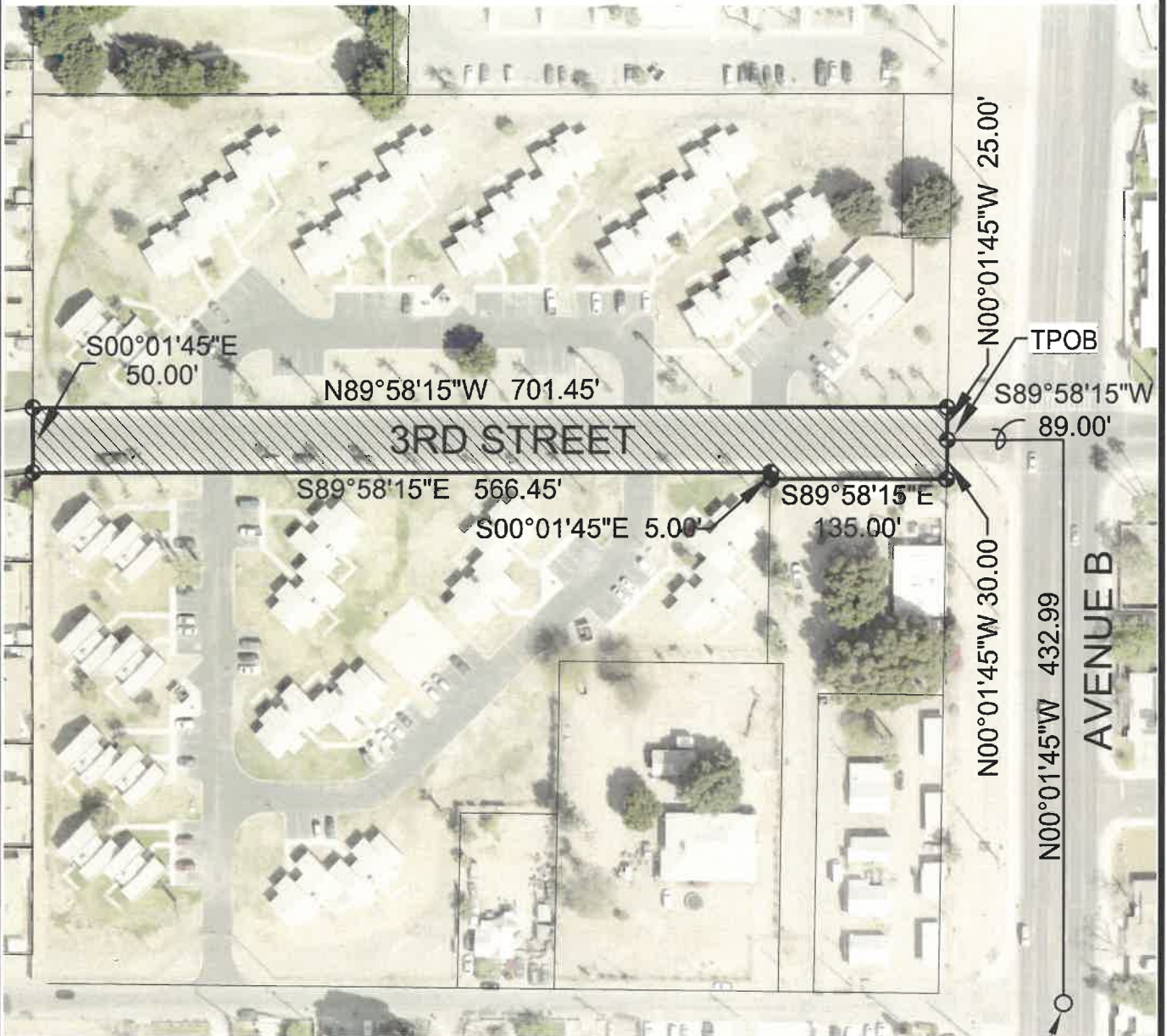
**3RD STREET**

**EXHIBIT "A"**

NOT TO SCALE

DATE: 12/20/2023 rrh

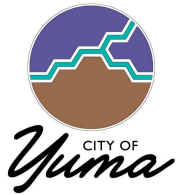
EXHIBIT FOR: FRANK SANCHEZ, PE, COUNTY ENGINEER  
Wed, 20 Dec 2023 - 12:17pm, P:\Engineering\Civil\_CADD\_Section\CivilDwg\Proj\ROW Agents\Exhibit Map with Legal\3rd Street @ Housing\Exhibit Map.dwg



**YUMA COUNTY DEPARTMENT OF ENGINEERING**  
**3RD STREET**  
**EXHIBIT "B"**

NOT TO SCALE

DATE: 12/20/2023 rh



# City of Yuma

## City Council Report

File #: O2024-036

Agenda Date: 10/16/2024

Agenda #: 2.

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

**TITLE:**

**Acceptance of Shaw Field**

**SUMMARY RECOMMENDATION:**

Accept Shaw Diversified Services, Inc.'s ("Shaw") donation of Shaw Field to the City of Yuma. (City Administration) (Jay Simonton).

**STRATEGIC OUTCOME:**

Acceptance of Shaw Field furthers the City's Active and Appealing strategic outcome by providing a permanent park facility for Yuma's residents and visitors.

**REPORT:**

Since June 7, 2005, the City has leased Shaw Field from Shaw, located at the northeast corner of 1<sup>st</sup> Street and Avenue B, for a token amount consisting of payment of the property taxes and City maintenance of the field for public recreational use. The lease has essentially amounted to a gift from Shaw to the Yuma Community, and now Shaw has expressed a desire to make a permanent gift of Shaw Field to the City of Yuma.

After announcing the closure of its Yuma operations, Shaw has generously offered to donate Shaw Field to the City at no cost. To accept the property, City Council must adopt an ordinance which authorizes City acceptance, and the City Administrator to execute a donation agreement on behalf of the City of Yuma.

**FISCAL REQUIREMENTS:**

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**ORDINANCE NO. O2024-036**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING THE ACCEPTANCE OF SHAW FIELD**

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

WHEREAS, for nearly twenty years, the City has leased a parcel of land known as Shaw Field from Shaw Diversified Services, Inc. (Shaw) for use by City residents as a recreation area and athletic field; and,

WHEREAS, in keeping with Shaw's longstanding partnership with the City benefiting City residents, Shaw now desires to donate Shaw Field to the City at no cost; and,

WHEREAS, to accept Shaw's offer, City Council must adopt an ordinance authorizing the acquisition of Shaw Field under Yuma City Charter, Article VII, Section 6(g).

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

SECTION 1: On behalf of the City of Yuma, the City Administrator is authorized and directed to accept the donation of Shaw Field, as legally described and depicted in Exhibit A, and to sign a donation agreement or such other documents as necessary to accept the donation on behalf of the City of Yuma.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## Exhibit A

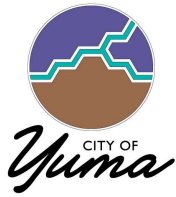
A portion of the Northeast quarter of the Section 33, Township 16 South, Range 23 East of the San Bernardino Base and Meridien, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Parcel B of the Shaw Industries Property Lot Split, dated September 3, 2024, FEE # 2024-20944, recorded in Book 36 or Plats, pages 36 to 38, Yuma County Recorder's Office.

Containing 8.4750 acres, more or less.

Description Verified By:	Andrew McGarvie
City Engineering Department	9/10/24





# City of Yuma

## City Council Report

File #: O2024-037

Agenda Date: 10/16/2024

Agenda #: 3.

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

### TITLE:

### Right-of-Way Acquisition: Pedestrian Hybrid Beacon Signals

### SUMMARY RECOMMENDATION:

Approval of Right-of-Way Acquisition to install five Pedestrian Hybrid Beacon Signals (High-intensity Activated crossWalk Signals, commonly known as HAWK's) to improve pedestrian safety.  
(Engineering) (Dave Wostenberg)

### STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous. The acquisition of the Right-of-Way will allow the installation of five Pedestrian Hybrid Beacon signals that will improve safety at five roadway crossings. Installation of the HAWKs will help address pedestrian-vehicle accidents at these locations.

### REPORT:

As part of the ADOT Highway Safety Improvement Program (HSIP) Pedestrian Hybrid Beacon Project, the City needs to acquire right-of-way to install five pedestrian hybrid beacons or HAWK signals at the following five locations:

- 4<sup>th</sup> Avenue and Court Street,
- 4<sup>th</sup> Avenue between 4<sup>th</sup> Street and 5<sup>th</sup> Street,
- 4<sup>th</sup> Avenue between 12<sup>th</sup> Street and 13<sup>th</sup> Street,
- 24<sup>th</sup> Street and 6<sup>th</sup> Avenue, and
- Giss Parkway between 1<sup>st</sup> Avenue and Madison Avenue.

HAWK signals improve safety for pedestrians by stopping traffic in both directions and allowing the pedestrian to safely cross. Based on past traffic data in these areas, it was deemed important to place HAWK signals at these locations. Legal descriptions and sketches have been prepared as Exhibits A and B showing the right-of-way and are attached to the proposed ordinance.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 100,000.00	BUDGETED:	\$ 100,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$100,000.00	102-City Road Tax 0032-ROAD8	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024

**ORDINANCE NO. O2024-037**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN PARCELS OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENTS, HEREAFTER DESCRIBED, BY DONATION, PURCHASE, OR BY THE POWER OF EMINENT DOMAIN FOR THE PEDESTRIAN HYBRID BEACONS, CAPITAL IMPROVEMENT PROJECT (0032-ROAD8), TRAFFIC SIGNALS AND ADA SIDEWALK RAMPS, AND AUTHORIZING PAYMENT THEREFOR, TOGETHER WITH COSTS NECESSARY FOR THE ACQUISITION**

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

WHEREAS, the City has identified the acquisition of certain necessary parcels of real property and temporary construction easements necessary for the construction of public improvements on 4<sup>th</sup> Avenue and Court Street, 4<sup>th</sup> Avenue between 4<sup>th</sup> Street and 5<sup>th</sup> Street, 4<sup>th</sup> Avenue between 12<sup>th</sup> Street and 13<sup>th</sup> Street, 24<sup>th</sup> Street and 6<sup>th</sup> Avenue, and Giss Parkway between 1<sup>st</sup> Avenue and Madison Avenue; and,

WHEREAS, acquiring these property interests will be of public benefit and in the public interest.

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

SECTION 1: It is deemed necessary and essential, as a matter of public necessity and public welfare, that certain parcels of real property and temporary construction easements described and depicted in Exhibits A and B (Legal Descriptions and Sketches for APN 633-34-128, 633-42-206, 633-42-207, 633-43-061, 633-50-082, 665-18-361, 665-19-075, 633-42-001, 633-43-062, 633-44-084, 633-44-085 and 665-58-031) attached and by this reference made a part of this ordinance, be acquired by the City of Yuma, as such acquisitions are required to extend and install new traffic signals as well as ADA sidewalk ramps for the public interest of the City that will be of public benefit.

SECTION 2: City staff is authorized and directed to acquire the described real properties and any necessary property rights by gift, easement or purchase and, in the event the City of Yuma, in its sole discretion, is unable to acquire the properties upon satisfactory terms, City staff is authorized and directed to perform all acts necessary to acquire title to and possession of the described properties under the power of eminent domain, for the City of Yuma.

SECTION 3: The duly authorized disbursing officer of the City of Yuma is authorized and directed to pay all sums necessary to acquire the described properties and property rights, together with recording fees, escrow, title insurance, closing and all other costs necessary in the acquisition of the properties.

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

APPROVED:

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

ATTESTED:

APPROVED AS TO FORM:

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

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

# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY  
APN 633-34-128

The East 5.00 feet of Parcel 1, Foodmaker - Shay Lot and Lot Tie, according to the Plat of record in the Office of the County Recorder of Yuma County, Arizona in Book 12 of Plats, Page 71, Except the North 40.715 feet thereof;

And the East 21.00 feet of the South 30.00 feet of the North 40.715 feet of Parcel 1, Foodmaker - Shay Lot and Lot Tie, according to the Plat of record in the Office of the County Recorder of Yuma County, Arizona in Book 12 of Plats, Page 71

Containing 1230.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-34-128**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

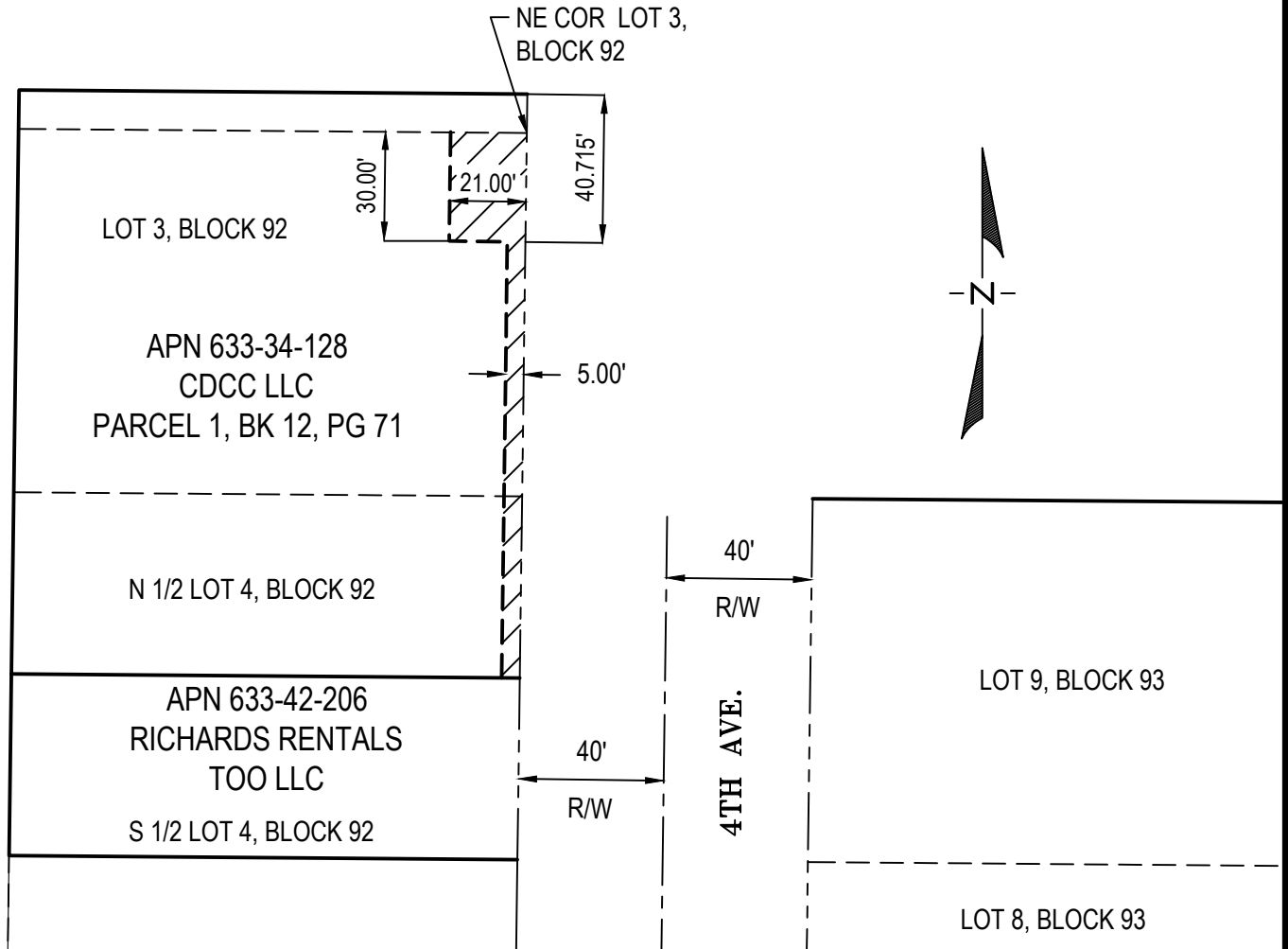
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	WHITES OFFICIAL SURVEY LOT LINES
---	EXISTING PARCEL LINES
---	NEW R/W LINE
▨	NEW RIGHT-OF-WAY

**APN: 633-34-128**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 633-42-206

The East 5.00 feet of the South half of lot 4, Block 92, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona.

Containing 250.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

Title: APN: 633-42-206  
RIGHT-OF-WAY (R/W)

Preparing Firm: TRACE Consulting

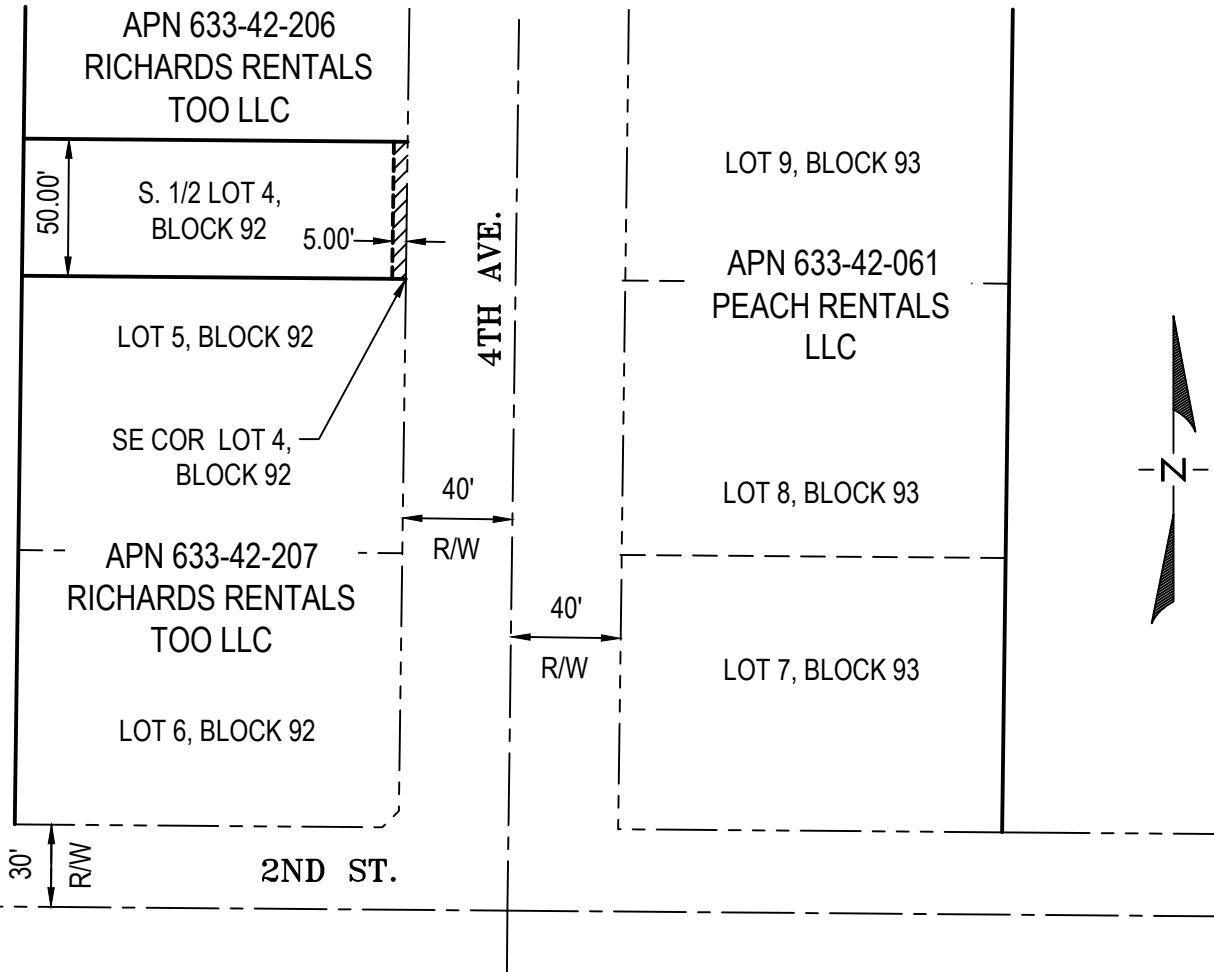
Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264



# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	WHITES OFFICIAL SURVEY LOT LINES
---	EXISTING PARCEL LINES
---	NEW R/W LINE
▨	NEW R/W

**APN: 633-42-206**  
**NEW RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 633-42-207

The East 5.00 feet of Lots 5 and 6, Block 92, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona.

Except any portion lying within that part of lot 6 conveyed to the City of Yuma, an Arizona municipal corporation, in warranty deed recorded June 28th, 2023 in Recording No. 2023-15437, Records of Yuma County Arizona.

Containing 982.50 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

Title: APN: 633-42-207  
RIGHT-OF-WAY (R/W)

Preparing Firm: TRACE Consulting

Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264



# EXHIBIT B

## SKETCH

APN 633-42-206  
RICHARDS RENTALS TOO LLC

S. 1/2 LOT 4,  
BLOCK 92

LOT 5, BLOCK 92

NE COR LOT 5,  
BLOCK 92

APN 633-42-207  
RICHARDS RENTALS  
TOO LLC

LOT 6, BLOCK 92

4TH AVE.

40'

R/W

40'

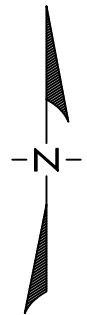
R/W

LOT 9, BLOCK 93

APN 633-42-061  
PEACH RENTALS  
LLC

LOT 8, BLOCK 93


LOT 7, BLOCK 93



30'  
R/W

2ND ST.

### LEGEND

- EXISTING R/W LINE
- EXISTING MONUMENT LINE
- WHITES OFFICIAL SURVEY LOT LINES
- EXISTING PARCEL LINES
- NEW R/W LINE
-  NEW R/W

**APN: 633-42-207**  
**NEW RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 633-42-207

The West 3.00 feet of the East 8.00 feet of the South 20.00 feet of Lot 6, Block 92, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona.

Except any portion lying within the that part of lot 6 conveyed to the City of Yuma, an Arizona municipal corporation, in warranty deed recorded June 28th/, 2023 in Recording No. 2023-15437, Records of Yuma County Arizona.

Containing 59.48 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

Title: **APN: 633-42-207**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH

APN 633-42-206  
RICHARDS RENTALS TOO LLC

S. 1/2 LOT 4,  
BLOCK 92

LOT 5, BLOCK 92

NE COR LOT 6,  
BLOCK 92

APN 633-42-207  
RICHARDS RENTALS  
TOO LLC  
LOT 6, BLOCK 92

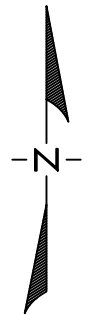
4TH AVE.

LOT 9, BLOCK 93

APN 633-42-061  
PEACH RENTALS  
LLC

LOT 8, BLOCK 93

LOT 7, BLOCK 93




30'  
R/W

20.00'  
3.00'  
8.00'

40'  
R/W

2ND ST.

### LEGEND

- EXISTING R/W LINE
- EXISTING MONUMENT LINE
- WHITES OFFICIAL SURVEY LOT LINES
- EXISTING PARCEL LINES
- NEW TCE LINE
-  NEW TEMPORARY CONSTRUCTION EASEMENT

**APN: 633-42-207**  
**TEMPORARY CONSTRUCTION EASEMENT (TCE)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 633-43-061

The South 10.00 feet of the West 15.00 feet of Lot 7, Block 93, City of Yuma, according to White's Official Survey filed April 4, 1894, in the Office of the County Recorder of Yuma County, Arizona.

Containing 150.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

Title: APN: 633-43-061  
RIGHT-OF-WAY (R/W)

Preparing Firm: TRACE Consulting

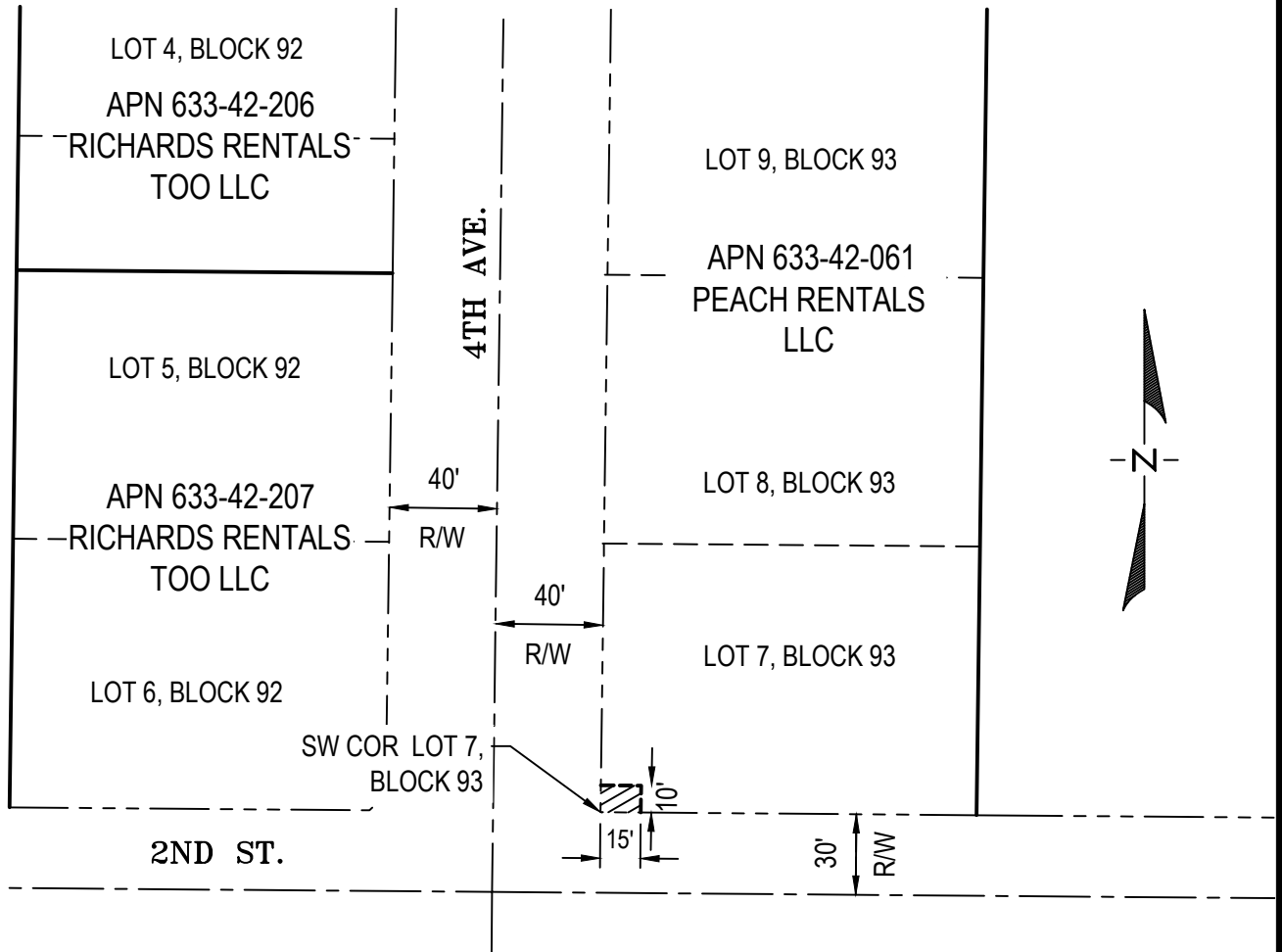
Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264



# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	WHITES OFFICIAL SURVEY LOT LINES
---	EXISTING PARCEL LINES
---	NEW R/W LINE
▨	NEW R/W

**APN: 633-43-061**  
**NEW RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 633-43-061

The South 12.00 feet of the West 40.00 feet of Lot 7, Block 93, City of Yuma, according to White's Official Survey filed April 4, 1894, in the Office of the County Recorder of Yuma County, Arizona.

Except the South 10.00 feet of the West 15.00 feet thereof.

Containing 330.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

Title: APN: 633-43-061  
TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

Preparing Firm: TRACE Consulting

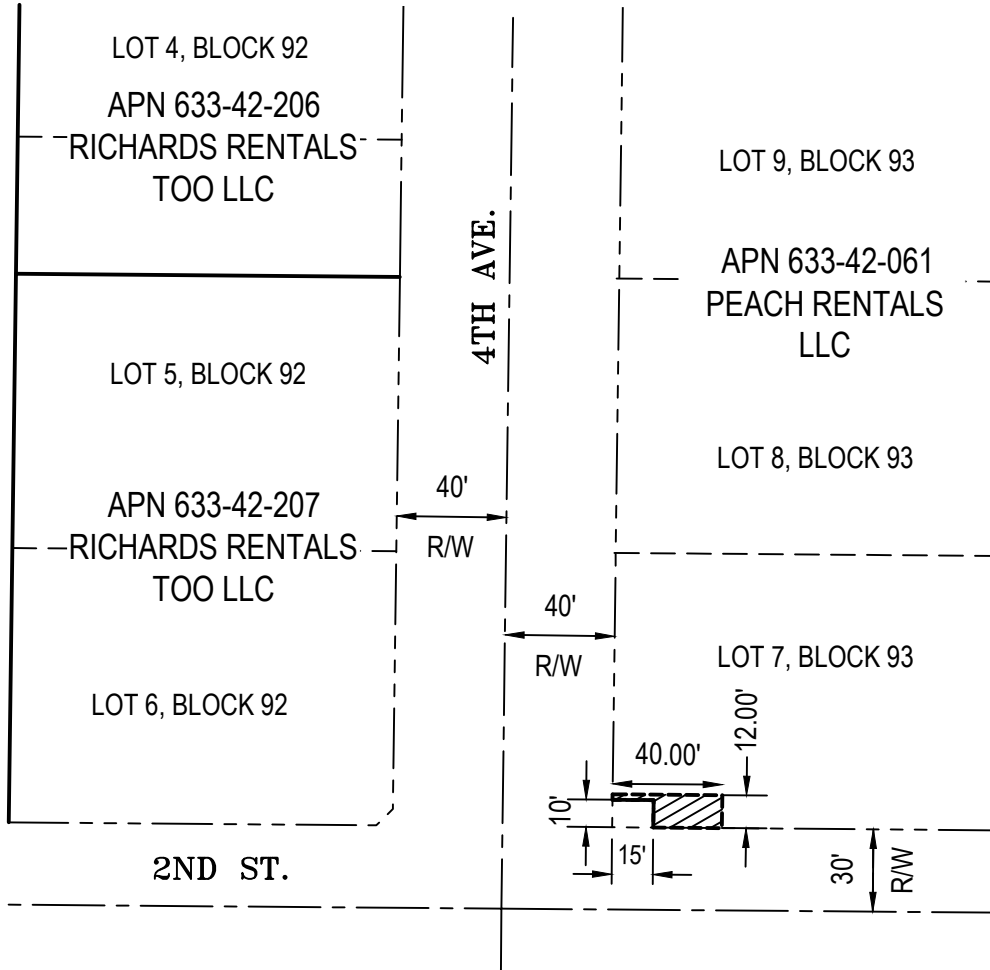
Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264




# EXHIBIT B

## SKETCH



### LEGEND

- EXISTING R/W LINE
- EXISTING MONUMENT LINE
- WHITES OFFICIAL SURVEY LOT LINES
- EXISTING PARCEL LINES
- NEW TCE LINE
-  NEW TEMPORARY CONSTRUCTION EASEMENT

**APN: 633-43-061**  
**NEW TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 633-50-082

The East 5.00 feet of Lots 1 through 6, Block 119, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona.

Containing 3,000.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-50-082**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

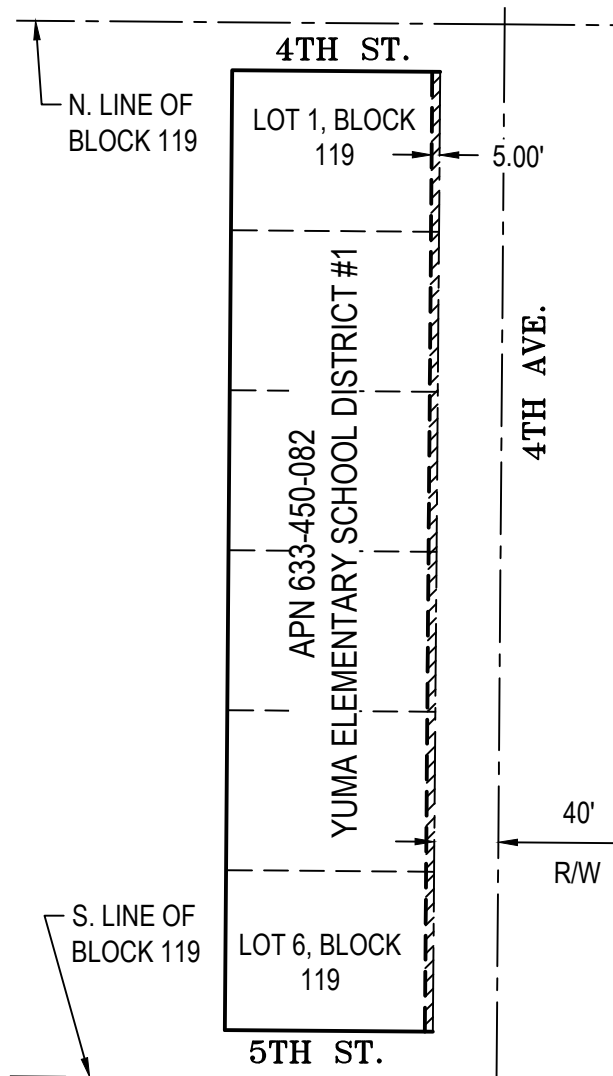
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**




# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	WHITES OFFICIAL SURVEY LOT LINES
---	EXISTING PARCEL LINES
---	NEW TCE LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT

**APN: 633-50-082**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

### TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) APN 633-50-082

A portion of Lot-5, Block 119, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona, located in Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Northeast corner of said Lot-5, thence South 00 degrees 28 minutes 45 seconds West, along the East line of said Lot-5, a distance of 15.43 feet;

Thence departing said East line, North 89 degrees 33 minutes 30 seconds West, a distance of 5.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 26 minutes 30 seconds West, a distance of 32.83 feet;

Thence North 89 degrees 33 minutes 30 seconds West, a distance of 38.00 feet;

Thence North 00 degrees 26 minutes 30 seconds East, a distance of 13.00 feet;

Thence South 89 degrees 33 minutes 30 seconds East, a distance of 35.00 feet;

Thence North 00 degrees 26 minutes 30 seconds East, a distance of 19.83 feet;

Thence South 89 degrees 33 minutes 30 seconds East, a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 553.51 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-50-082**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

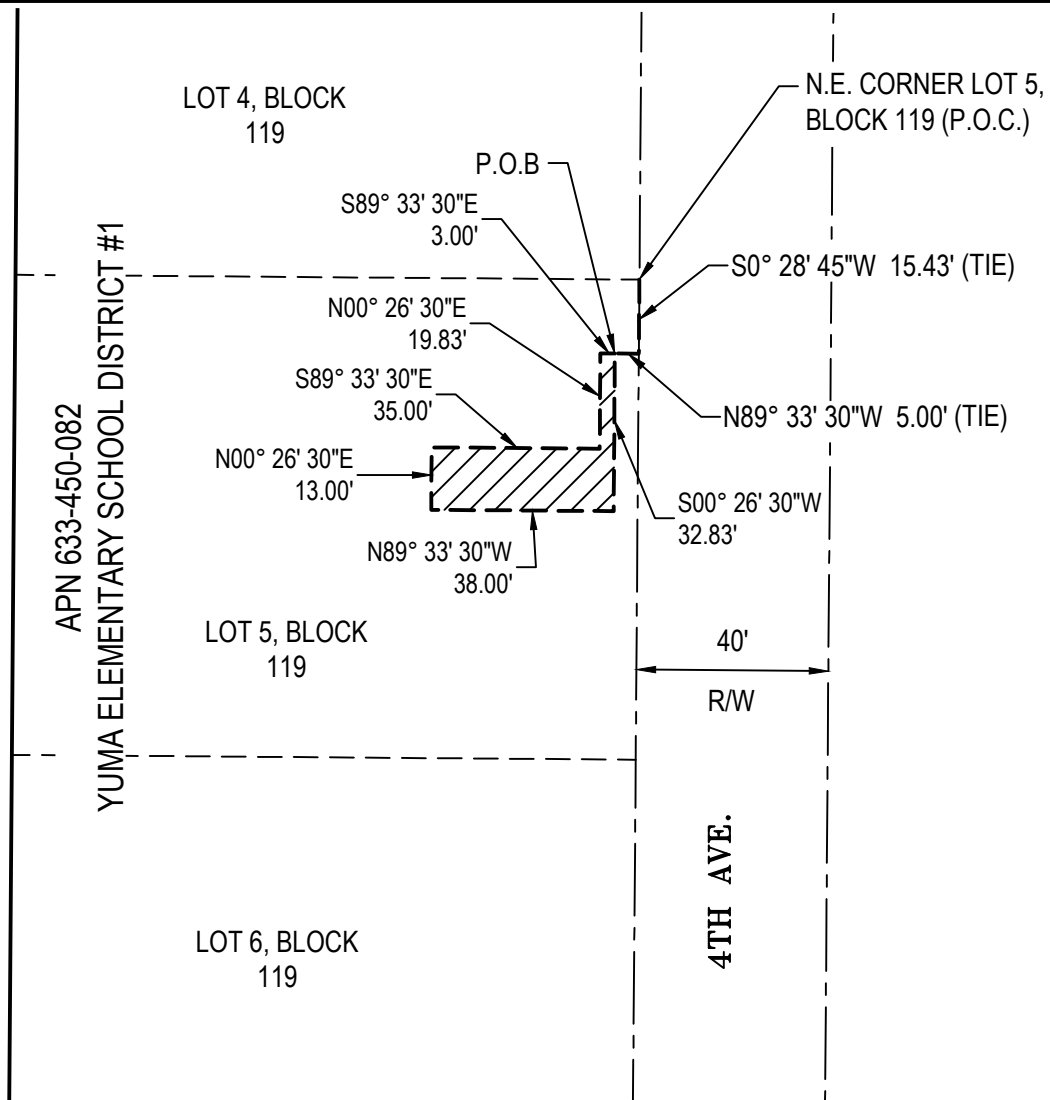
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**




# EXHIBIT B

## SKETCH



### LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
—————	EXISTING MONUMENT LINE
- - - - -	WHITES OFFICIAL SURVEY LOT LINES
—————	EXISTING PARCEL LINES
- - - - -	NEW TCE LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT

APN: 633-50-082

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

Preparing Firm: TRACE Consulting

Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 665-18-361

A portion of Parcel 1, according to Book 16 of surveys, Page 12, records of Yuma County, Arizona, located in Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

BEGINNING at the Northeast corner of said Parcel 1, thence South 00 degrees 25 minutes 34 seconds West, along the East line of said Parcel, a distance of 222.15 feet;

Thence departing said East line, North 89 degrees 34 minutes 26 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 25 minutes 34 seconds East, a distance of 50.00 feet;

Thence North 45 degrees 25 minutes 34 seconds East, a distance of 7.07 feet;

Thence North 00 degrees 25 minutes 34 seconds East, a distance of 87.45 feet;

Thence North 08 degrees 58 minutes 26 seconds East, a distance of 80.59 feet to a point on the North line of said Parcel 1;

Thence South 89 degrees 34 minutes 34 seconds East, along said North line, a distance of 3.02 feet to the POINT OF BEGINNING.

Containing 3,117.44 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN:665-18-361**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

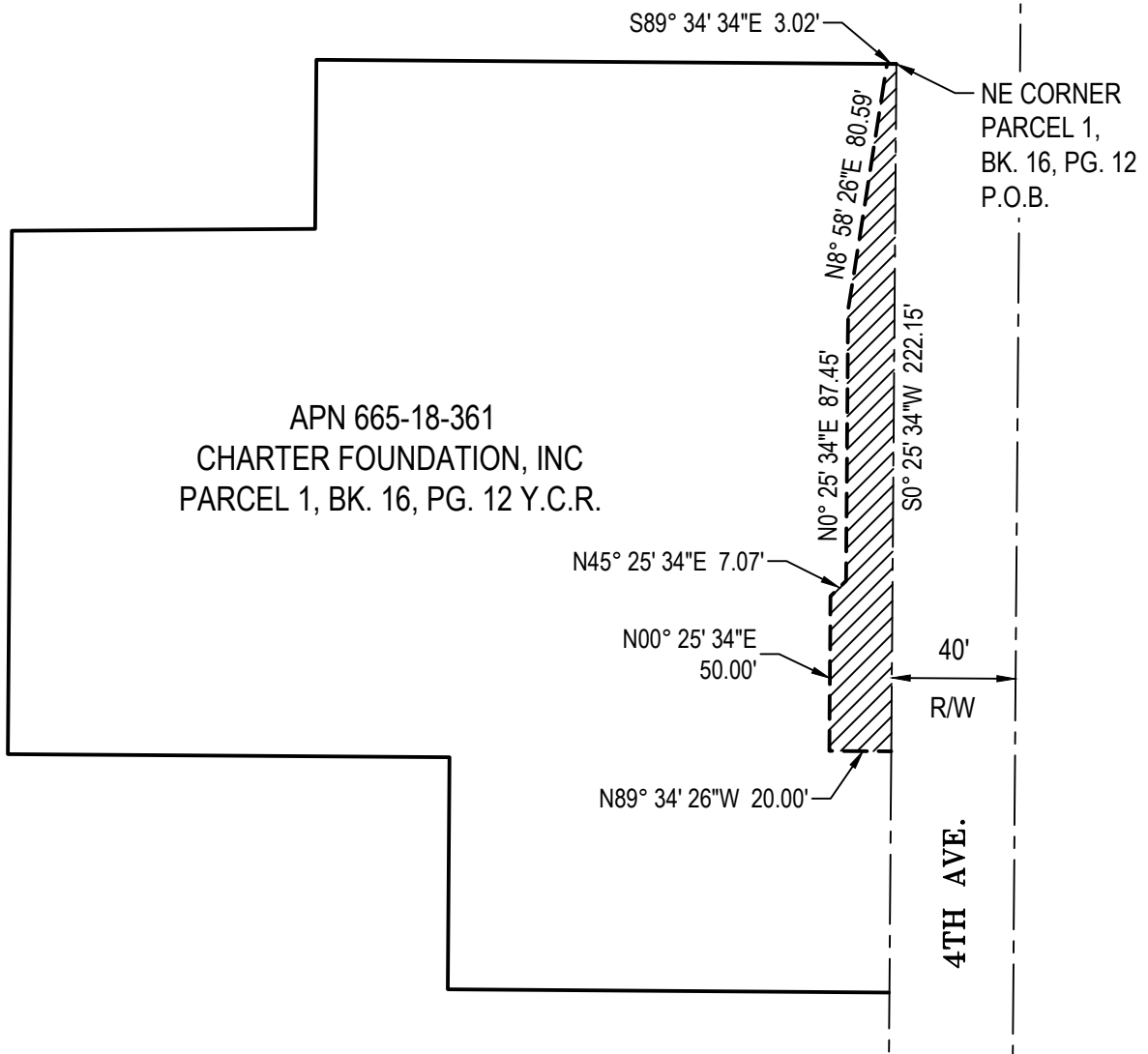
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



### LEGEND

Y.C.R.	YUMA COUNTY RECORDER
P.O.B.	POINT OF BEGINNING
---	EXISTING MONUMENT LINE
---	EXISTING PARCEL LINES
---	NEW R/W LINE
	NEW RIGHT-OF-WAY

APN: 665-18-361  
RIGHT-OF-WAY (R/W)

Preparing Firm: TRACE Consulting

Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034

Phone: (602) 680-8264

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 665-18-361

The North 13.00 feet of the South 69.56 feet of the East 5.00 feet of Parcel 1, according to Book 16 of surveys, Page 12, records of Yuma County, Arizona, located in Section 28, Township 8 South, Range 23 West.

Containing 65.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

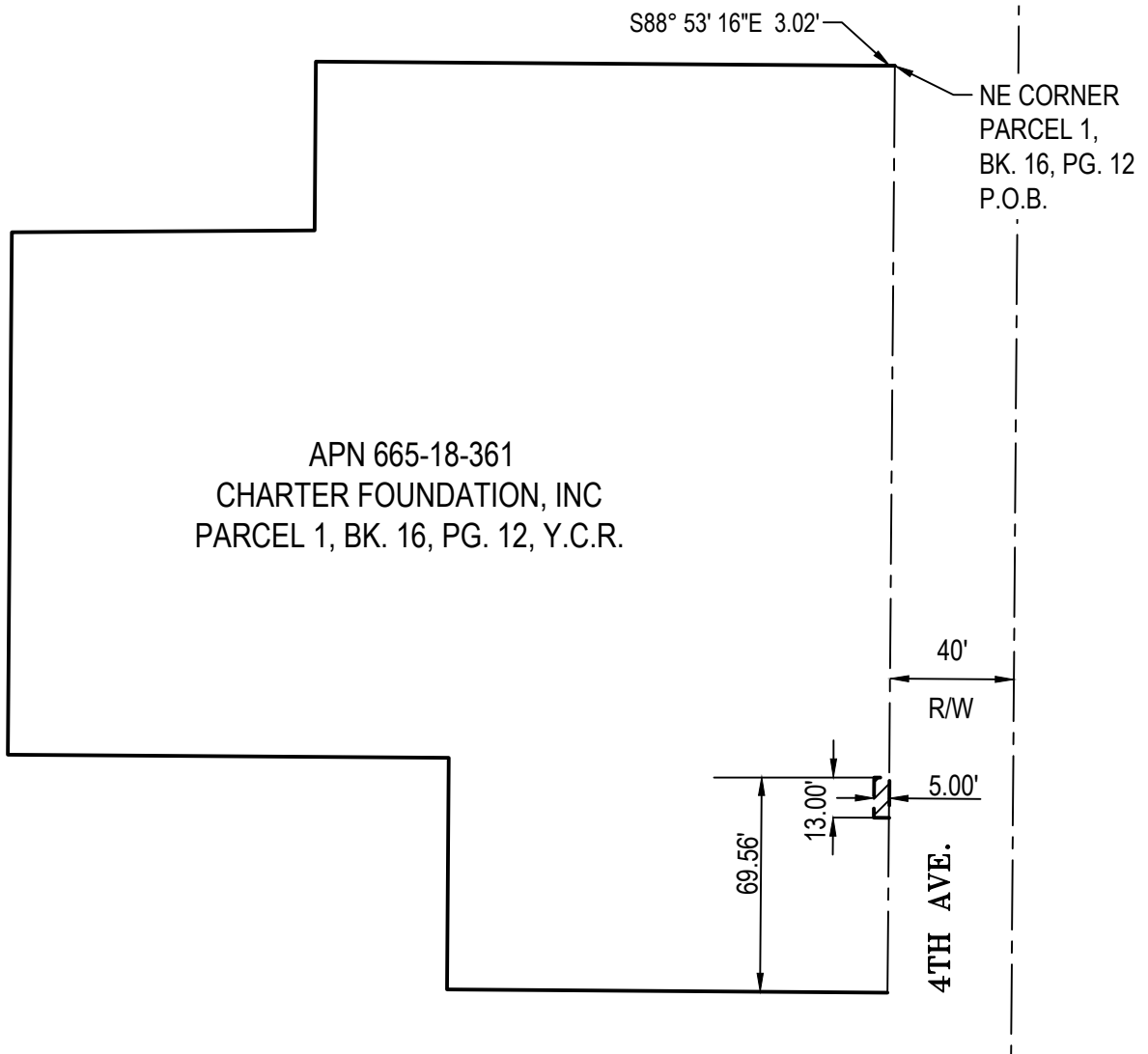
**APN:665-18-361**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**  
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**  
**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



### LEGEND

Y.C.R.	YUMA COUNTY RECORDS
P.O.B.	POINT OF BEGINNING
---	EXISTING MONUMENT LINE
---	EXISTING PARCEL LINES
---	NEW TCE
	NEW TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)

**APN: 665-18-361**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 665-19-075

A portion of Lots 16 and 17, Block 1, Amended Plat of Ruby's Yumesa Subdivision, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, located in Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Northwest corner of said Lot 17, thence South 00 degrees 25 minutes 34 seconds West, along the West line of said Lot, a distance of 3.03 feet to the POINT OF BEGINNING;

Thence departing said West line, South 89 degrees 34 minutes 26 seconds East, a distance of 5.00 feet;

Thence South 00 degrees 25 minutes 34 seconds West, a distance of 34.00 feet;

Thence South 89 degrees 34 minutes 26 seconds East, a distance of 8.00 feet;

Thence South 00 degrees 25 minutes 34 seconds West, a distance of 55.00 feet;

Thence North 89 degrees 34 minutes 26 seconds West, a distance of 13.00 feet to a point on the East right of way line of 4th Avenue;

Thence North 00 degrees 25 minutes 34 seconds East, along said East right of way line, a distance of 89.00 feet to the POINT OF BEGINNING.

Containing 885.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 665-19-075**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

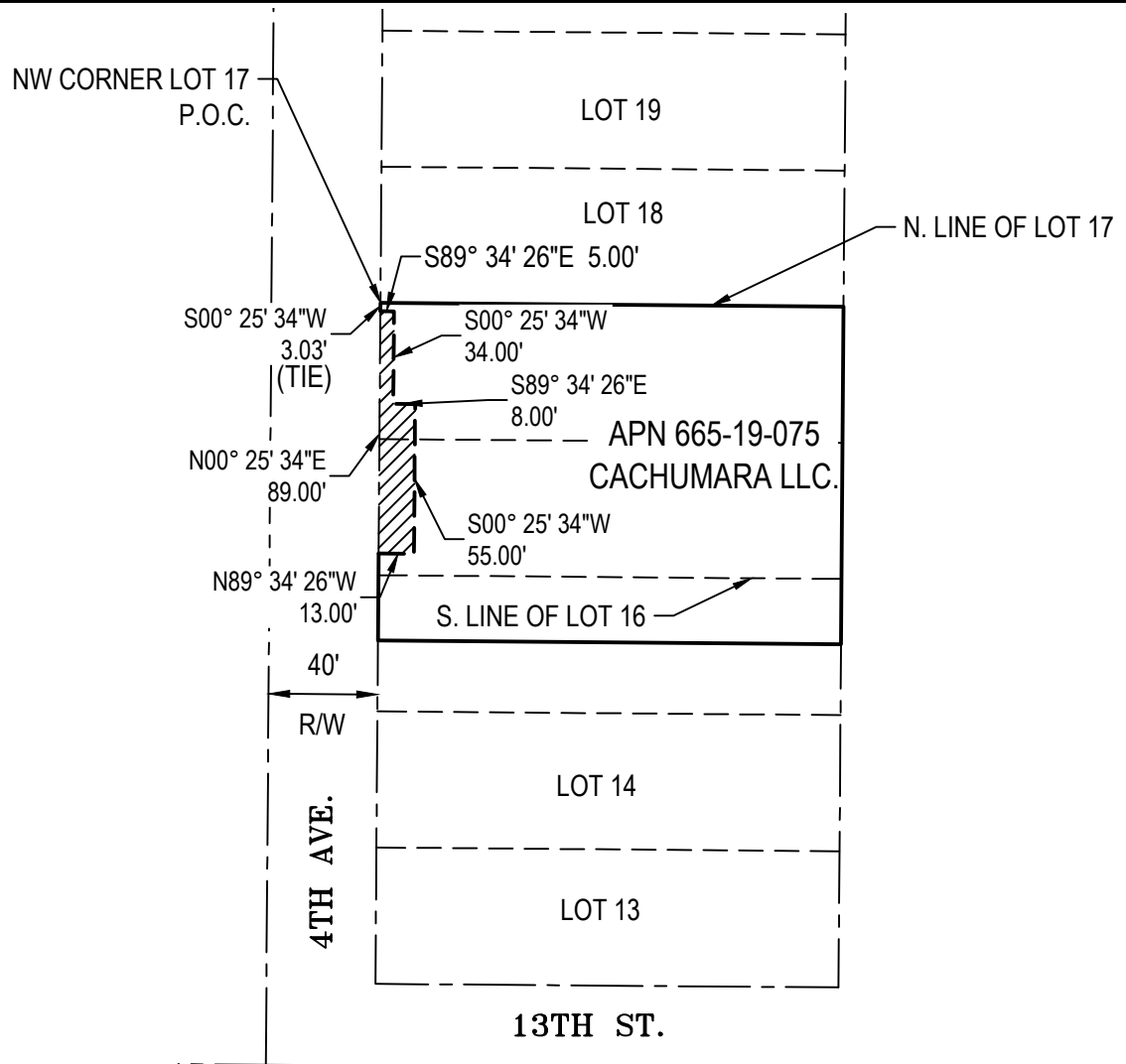
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**




# EXHIBIT B

## SKETCH



### LEGEND

- EXISTING R/W LINE
- EXISTING MONUMENT LINE
- RUBYS YUMESA SUB SURVEY LOT LINES
- EXISTING PARCEL LINES
- NEW R/W LINE
-  NEW RIGHT-OF-WAY

**APN: 665-19-075**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 665-19-075

The South 13.00 feet of the North 29.18 feet of the East 35.00 feet of the West 40.00 feet of Lot 17, Block 1, Amended Plat of Ruby's Yumesa Subdivision, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, located in Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Containing 455.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 665-19-075**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E)**

**Preparing Firm: TRACE Consulting**

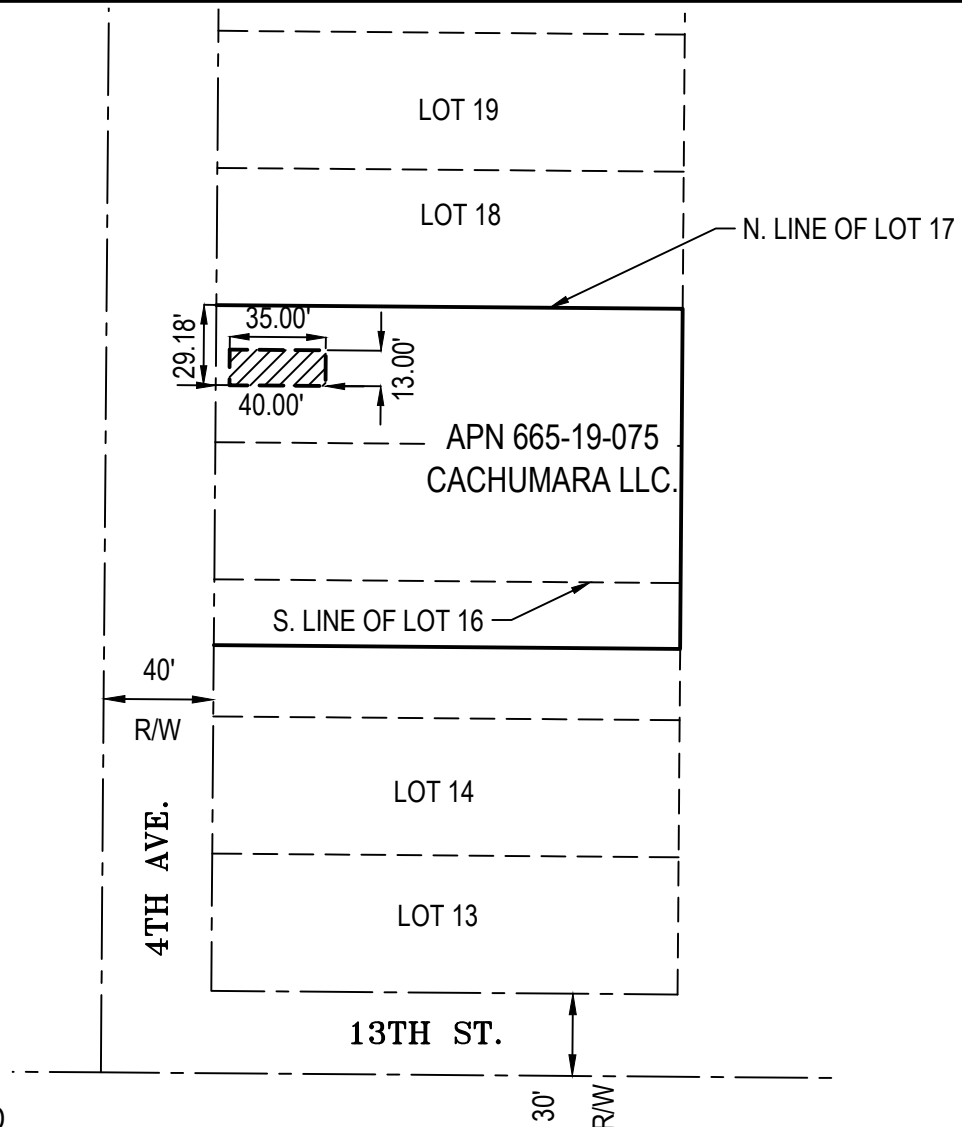
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	RUBYS YUMESA SUB SURVEY LOT LINES
---	EXISTING PARCEL LINES
---	NEW T.C.E. LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT

**APN: 665-19-075**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 633-42-001

A portion of Lot-1, Block 99, City of Yuma, according to White's Official Survey filed April 4, 1894 in the Office of the County Recorder of Yuma County, Arizona, located in Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Northeast corner of said Lot-1, thence South 00 degrees 26 minutes 21 seconds West, along the East line of said Lot-1, a distance of 5.00 feet to the POINT OF BEGINNING;

Thence continuing along said East line, South 00 degrees 26 minutes 21 seconds West, a distance of 8.92 feet;

Thence departing said East line, North 89 degrees 33 minutes 39 seconds West, a distance of 2.50 feet;

Thence North 00 degrees 26 minutes 21 seconds East, a distance of 8.38 feet;

Thence North 44 degrees 33 minutes 00 seconds West, a distance of 4.29 feet;

Thence North 89 degrees 32 minutes 21 seconds West, a distance of 21.00 feet;

Thence North 00 degrees 27 minutes 39 seconds East, a distance of 2.50 feet to a point on the North line of said Lot-1;

Thence South 89 degrees 32 minutes 21 seconds East, along said North line, a distance of 21.54 feet;

Thence departing said North line, South 44 degrees 33 minutes 00 seconds East, a distance of 7.07 feet to the POINT OF BEGINNING.

Containing 86.99 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-42-001**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

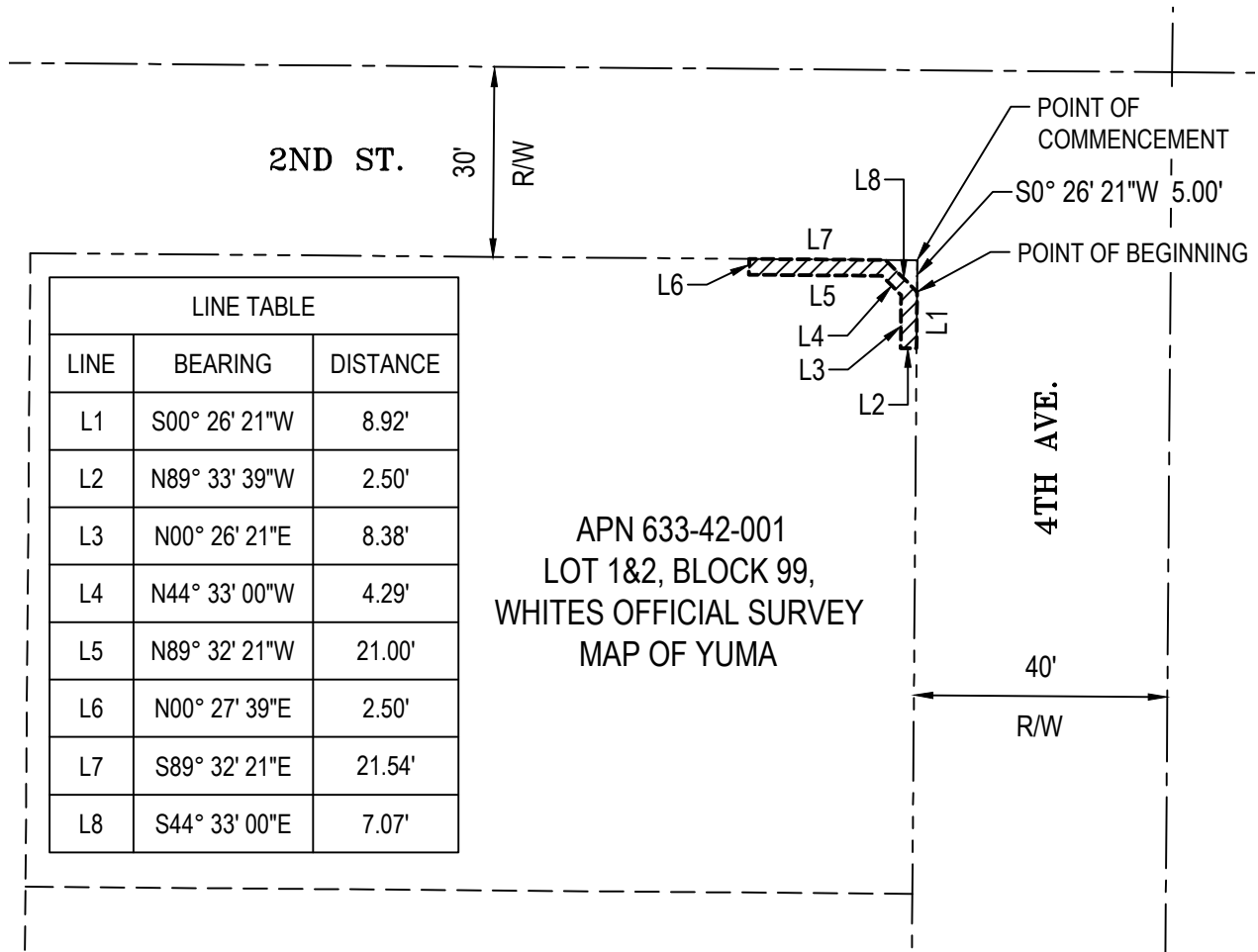
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



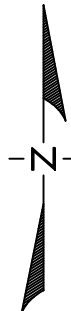
# EXHIBIT B

## SKETCH



### LEGEND

	EXISTING R/W LINE
	EXISTING MONUMENT LINE
	TIE LINES
	EXISTING PROPERTY LINES
	NEW T.C.E. LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT



Page 2 of 2

**APN: 633-42-001**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT A

## LEGAL DESCRIPTION

### TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) APN 633-43-062

A portion of Lot-A, Peach Lot Tie, according to Book 13, Page 74 in the Office of the County Recorder of Yuma County, Arizona, located in Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Northeast corner of said Lot-A, thence North 89 degrees 32 minutes 21 seconds West, along the North line of said Lot-A, a distance of 116.69 feet to the POINT OF BEGINNING;

Thence departing said North line, South 00 degrees 27 minutes 39 seconds West, a distance of 2.50 feet;

Thence North 89 degrees 32 minutes 21 seconds West, a distance of 20.81 feet to a point on the Westerly line of said Lot-A;

Thence North 45 degrees 27 minutes 00 seconds East, along said Westerly line, a distance of 3.53 feet to a point on said North line of Lot-A;

Thence South 89 degrees 32 minutes 21 seconds East, along said North line, a distance of 18.31 feet to the POINT OF BEGINNING.

Containing 48.90 square feet as shown on the attached exhibit which by this reference is made a part hereof.

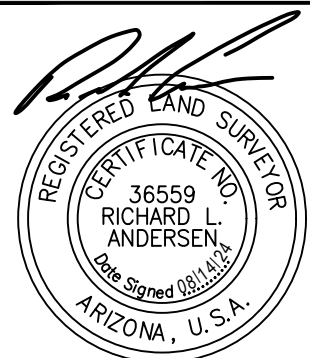
Page 1 of 2

**APN: 633-43-062**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

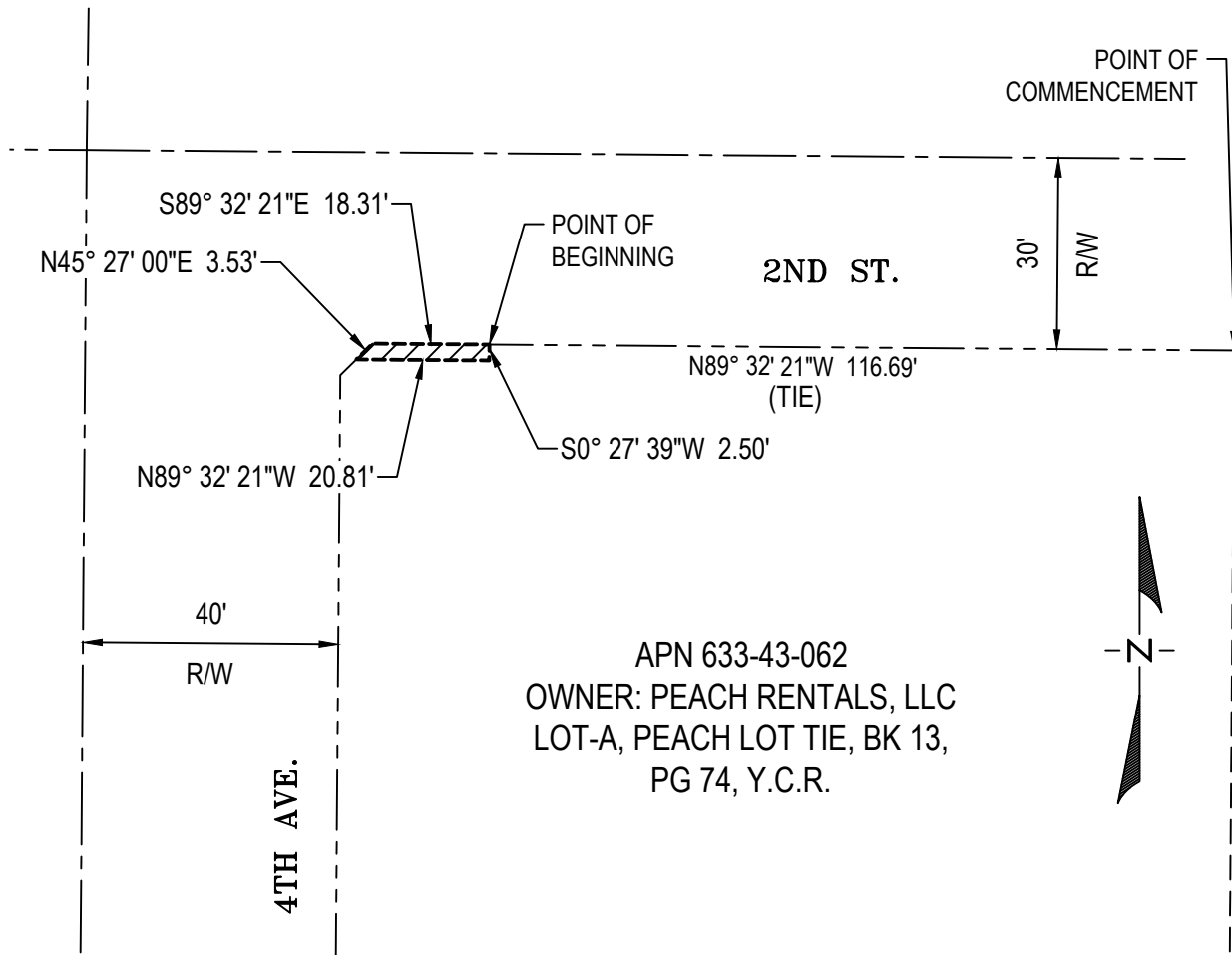
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	NEW T.C.E. LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT

Page 2 of 2

**APN: 633-43-062**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT A

## LEGAL DESCRIPTION

### TEMPORARY CONSTRUCTION EASEMENT APN 633-44-084

A portion of Parcel 3, according to Book 19, Page 30 in the Office of the County Recorder of Yuma County, Arizona, located in Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Southernmost corner of said Parcel 3, thence North 69 degrees 00 minutes 17 seconds West, along the South line of said Parcel, a distance of 75.81 feet to the beginning of a curve to the left, having a radius of 1487.39 feet;

Thence Northwesterly along said curve and South line of Parcel 3, through a central angle of 00 degrees 59 minutes 31 seconds, an arc length of 25.75 feet to the POINT OF BEGINNING;

Thence continuing along said curve and South line of Parcel 3, through a central angle of 00 degrees 30 minutes 03 seconds, an arc length of 13.00 feet;

Thence departing said South line, North 19 degrees 45 minutes 10 seconds East, a distance of 27.00 feet;

Thence South 70 degrees 14 minutes 50 seconds East, a distance of 13.00 feet;

Thence South 19 degrees 45 minutes 10 seconds West, a distance of 27.00 feet to the POINT OF BEGINNING.

Containing 350.87 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-44-084**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

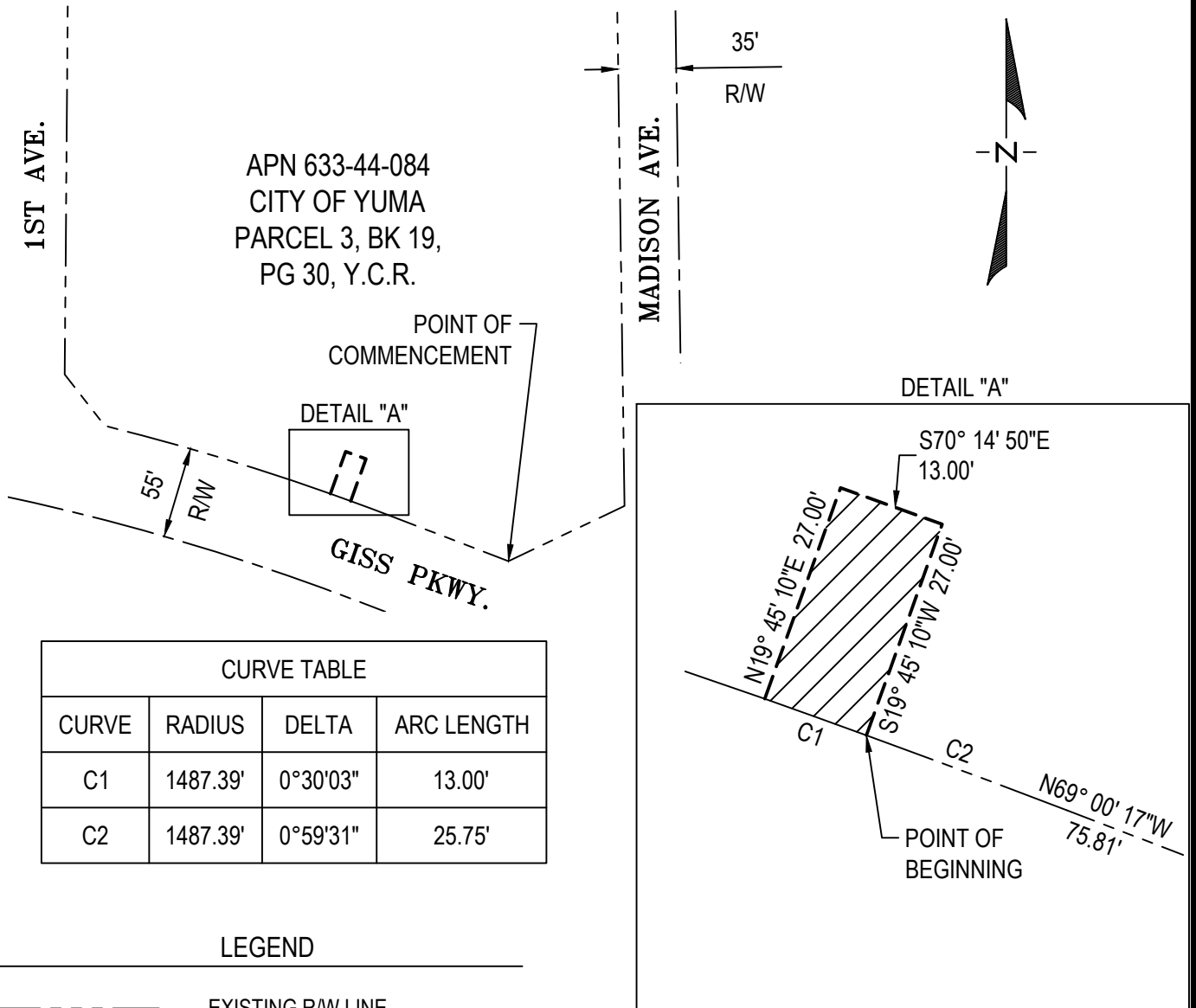
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B

## SKETCH



Page 2 of 2

**APN: 633-44-084**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT A

## LEGAL DESCRIPTION

### TEMPORARY CONSTRUCTION EASEMENT APN 633-44-085

A portion of Parcel 2, according to Book 19, Page 30 in the Office of the County Recorder of Yuma County, Arizona, located in Section 21, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, more particularly described as follows;

Commencing at the Northernmost corner of said Parcel 2, thence along the North line of said Parcel 2, being a non-tangent curve, concave Southwest, having a radius of 1377.39 feet which bears South 15 degrees 08 minutes 18 seconds West, through a central angle of 03 degrees 29 minutes 44 seconds, an arc length of 84.03 feet to the POINT OF BEGINNING;

Thence continuing along said curve and North line of Parcel 2, through a central angle of 00 degrees 29 minutes 57 seconds, an arc length of 12.00 feet;

Thence departing said North line, South 18 degrees 10 minutes 58 seconds West, a distance of 8.61 feet;

Thence North 71 degrees 49 minutes 02 seconds West, a distance of 12.00 feet;

Thence North 18 degrees 10 minutes 58 seconds East, a distance of 8.76 feet to the POINT OF BEGINNING.

Containing 104.33 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 633-44-085**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

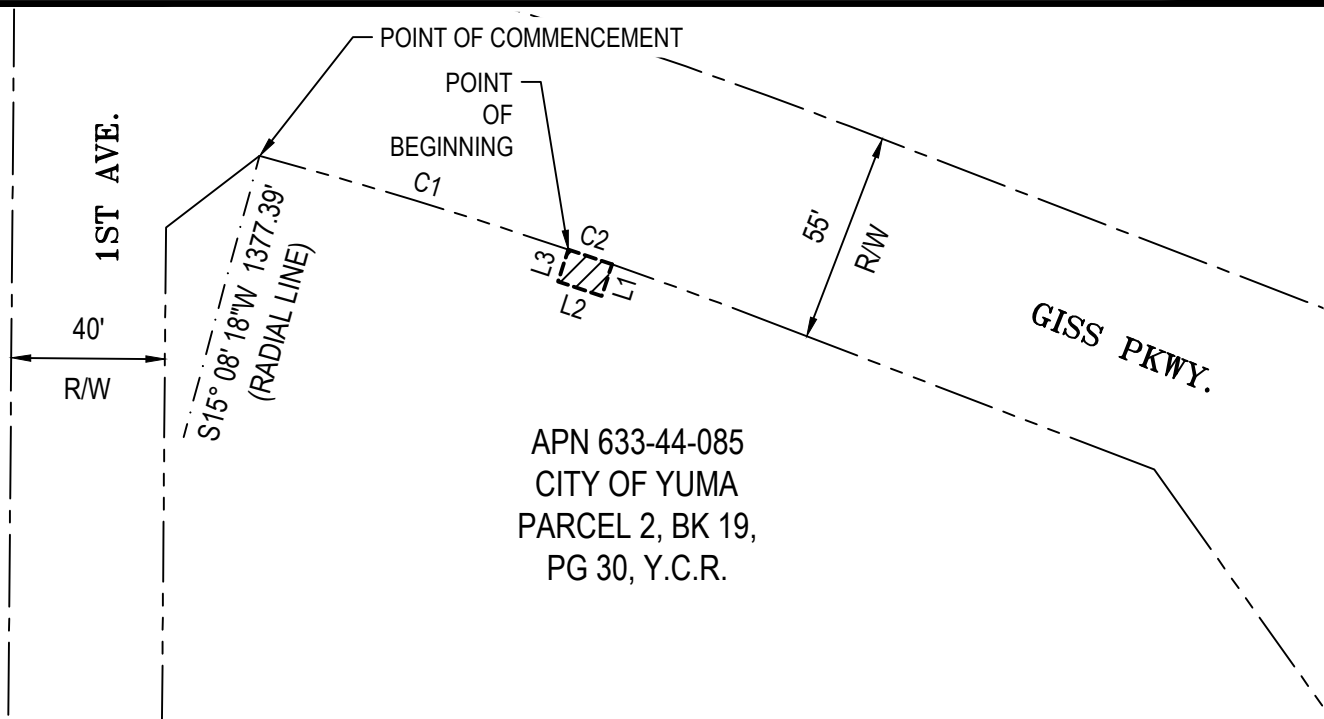
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT B


## SKETCH

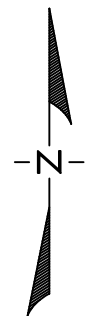


LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S18° 10' 58"W	8.61
L2	N71° 49' 02"W	12.00
L3	N18° 10' 58"E	8.76

CURVE TABLE			
CURVE	RADIUS	DELTA	ARC LENGTH
C1	1377.39'	3°29'44"	84.03'
C2	1377.39'	0°29'57"	12.00'

### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	TIE LINE
---	NEW T.C.E. LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT
Y.C.R.	YUMA COUNTY RECORDS



Page 2 of 2

**APN: 633-44-085**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)**

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT A

## LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)  
APN 665-58-031

The East 13.00 feet of the West 56.70 feet of the South 37.00 feet of Lot 125, Sanguinetti Manor Unit No. 3, according to Book 3, Page 111 Records of County Yuma County, Arizona. Located in the Southwest quarter of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian.

Containing 481.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 665-58-031**  
**TEMPORARY CONSTRUCTION EASEMENT (T.CE.)**

**Preparing Firm: TRACE Consulting**

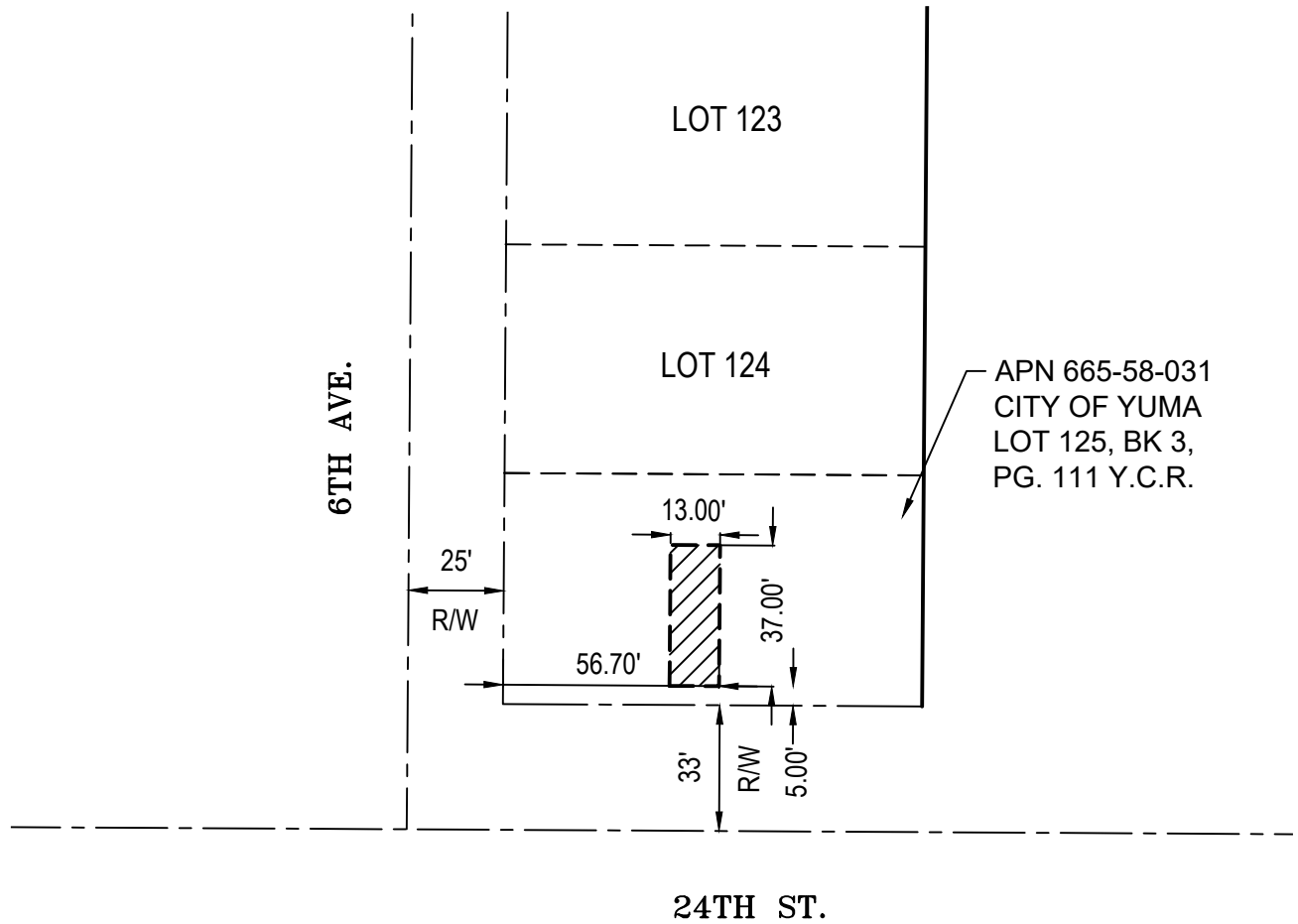
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**




# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	EXISTING LOT LINES
---	EXISTING PARCEL LINES
---	NEW T.C.E. LINE
	NEW TEMPORARY CONSTRUCTION EASEMENT
Y.C.R.	YUMA COUNTY RECORDS

**APN: 665-58-031**  
**TEMPORARY CONSTRUCTION EASEMENT (T.C.E)**

Page 2 of 2

**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**



# EXHIBIT A

## LEGAL DESCRIPTION

RIGHT-OF-WAY (R/W)  
APN 665-58-031

The South 5.00 feet of Lot 125, Sanguinetti Manor Unit No. 3, according to Book 3, Page 111 Records of County Yuma County, Arizona. Located in the Southwest quarter of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian.

Containing 550.00 square feet as shown on the attached exhibit which by this reference is made a part hereof.

Page 1 of 2

**APN: 665-58-031**  
**RIGHT-OF-WAY (R/W)**

**Preparing Firm: TRACE Consulting**

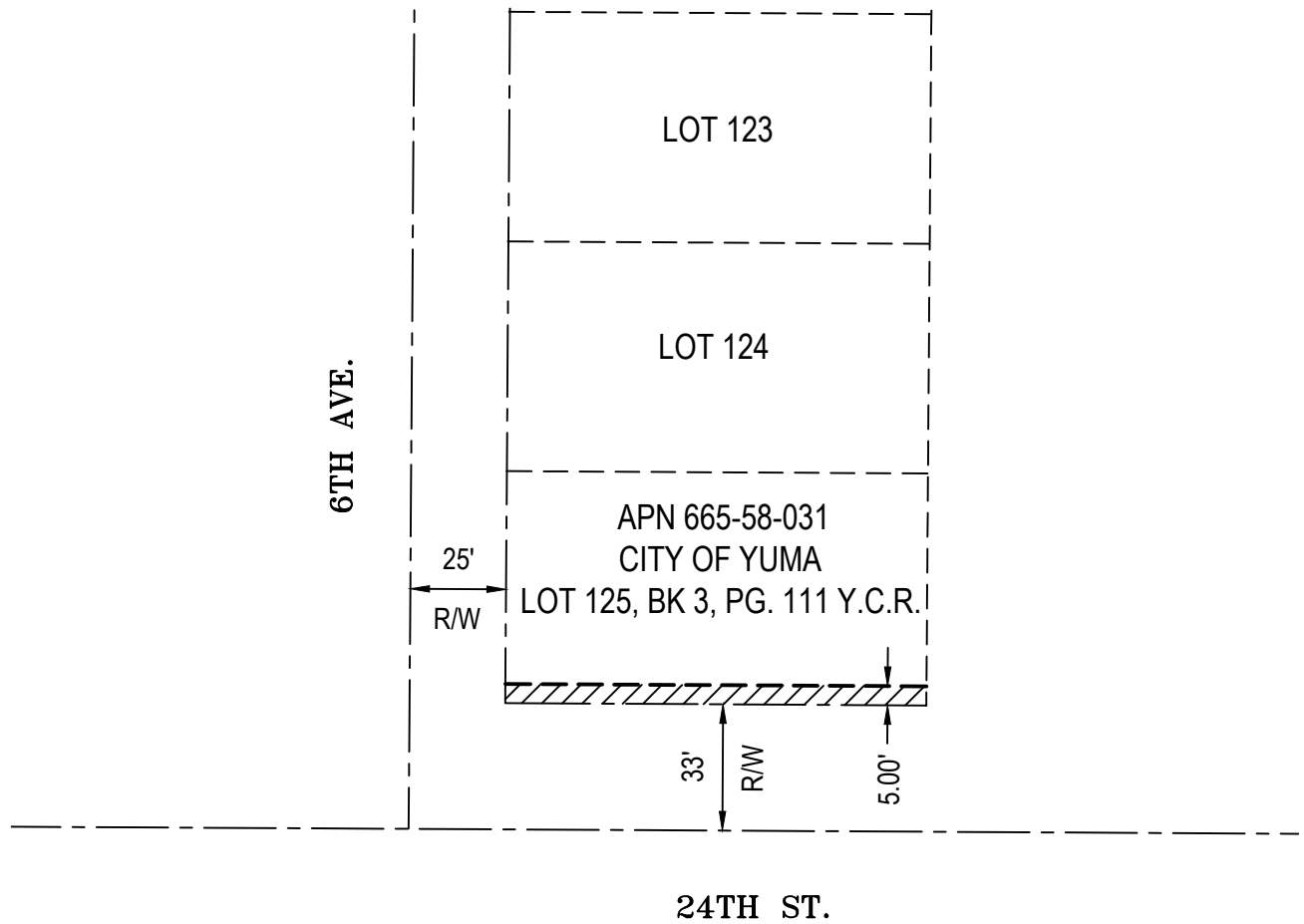
**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**




# EXHIBIT B

## SKETCH



### LEGEND

---	EXISTING R/W LINE
---	EXISTING MONUMENT LINE
---	EXISTING LOT LINES
---	NEW R/W LINE
	NEW RIGHT-OF-WAY
Y.C.R.	YUMA COUNTY RECORDS

**APN: 665-58-031**  
**RIGHT-OF-WAY (R/W)**

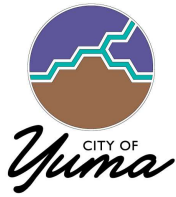
**Preparing Firm: TRACE Consulting**

**Address: 1201 E. Jefferson St., Suite 3, Phoenix, AZ 85034**

**Phone: (602) 680-8264**

Page 2 of 2





# City of Yuma

## City Council Report

File #: O2024-038

Agenda Date: 10/16/2024

Agenda #: 4.

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

### TITLE:

**Tender Offer: Purchase of Certain Obligations of the City**

### SUMMARY RECOMMENDATION:

Adopt an ordinance approving a tender offer with respect to the purchase of certain obligations of the City (Administration) (Jay Simonton/Douglas Allen)

### STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Respected and Responsible, as it assures the City is being a good steward of public funds.

### REPORT:

To address the fluctuating and increasing cost of the Public Safety Personnel Retirement System (PSPRS), the City Council prioritized resolution of the PSPRS Unfunded Actuarial Accrued Liability (UAAL) and:

- On February 19, 2021, the City issued \$159,475,000 in taxable pledged revenue bonds to:
  - Pay the balance of the PSPRS unfunded liability and
  - Establish a reserve account designated to maintain a fully funded PSPRS
- In July 2021, the City fully paid (100%) of the estimated PSPRS UAAL

These PSPRS 2021 Taxable Pledged Revenue Obligations (PROs, aka bonds) had:

- All-In Borrowing Costs of 2.381%
- Net Present Value Expected Savings of \$72,793,473 (49.78%)

Since February 19, 2021 and closing of the 2021 PROs (bonds):

- The 10-year U.S. Treasury has risen from 1.34% to 4.26% (currently 3.751% as of October 1, 2024)
- The Dow Jones Industrial Average has risen from \$31,494 to \$42,287 (as of October 1, 2024)

Please see the attached excerpts from the Bond Buyback (Tendering) presentation by Stifel at the September 4, 2024 City Council meeting.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$15,000,000.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 15,000,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

A budget amendment is needed to provide budget authority to execute tendering transactions, as prescribed by the Governmental Accounting Standards Board (GASB). Funding is from the General Fund only.

The Bond Buyback (Tendering) program presents a potential complement to the City's investment portfolio, with financing from the City's existing long-term investment pool. This program:

- Does not impact the City's operations or delivery of services.
- Does not pull cash from the City's current operating budget.
- As a long-term investment matures, and based on cash flow needs, principal is redeployed to another investment with a 1-5 year duration until maturity:
  - Typically, US Treasuries, Agencies, LGIP, or other investments under policy.
  - Reducing long-term debt may be more advantageous than a renewing some long-term investment.
  - Tendering City bonds is a method to reduce long-term debt, and more impactful than calling bonds early because tendering reduces interest and principal.

Other considerations before tendering include:

- Cash flows for current and future operations.
- Rate of return and duration.
- Other investment opportunities:
  - LGIP (Local Government Investment Pool)
  - US Agencies (City LT Investment Pool)
  - Other investments within City Policy

Actual results from the tender are subject to changes in market conditions and investor appetite.

**ADDITIONAL INFORMATION:**

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

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/08/2024

## Excerpt from Bond Buyback Presentation

### What to do with an Extra Dollar of Short-Term Invested Cash?

- As rates have increased since the time of the City's pricing of the PROs in February 2021, prices have decreased
- This means that the City's PROs are currently trading at lower dollar prices than they were originally sold
- The City may now be able to buy its bonds back at a lower price than they were originally sold
- For example, *the City may be able to buy the 2038 maturity for 81¢ on the dollar (plus a tender premium) in the current market*

#### Potential Use of Short-Term Invested Cash: Summary

Use	Description	Impact
Taxable Series 2021 PRO Bond Buy-Back (also called a "tender")	<ul style="list-style-type: none"> <li>• City has \$10 million of short-term invested cash</li> <li>• Potentially buy-back up to \$11.81 million of the City's Taxable Series 2021 PROs</li> </ul>	Up to \$1.47 million (14.71% of bond proceeds) in expected NPV savings

#### Price Comparison: Taxable Series 2021 PROs<sup>1</sup>

Maturity	Par Amount	Coupon	Initial Offering Price	Current Market Price	Current Market Yield	Maturity	Par Amount	Coupon	Initial Offering Price	Current Market Price	Current Market Yield
7/15/2025	\$8,680,000	0.98%	\$100.000	\$96.705	4.78%	7/15/2030	\$9,405,000	2.10%	\$100.000	\$88.126	4.41%
7/15/2026	\$8,775,000	1.27%	\$100.000	\$94.416	4.37%	7/15/2031	\$9,610,000	2.20%	\$100.000	\$86.622	4.48%
7/15/2027	\$8,900,000	1.55%	\$100.000	\$92.687	4.26%	7/15/2032	\$9,830,000	2.31%	\$100.000	\$85.317	4.55%
7/15/2028	\$9,050,000	1.75%	\$100.000	\$90.992	4.28%	7/15/2033	\$10,065,000	2.41%	\$100.000	\$84.076	4.61%
7/15/2029	\$9,220,000	1.95%	\$100.000	\$89.567	4.34%	7/15/2038	\$46,590,000	2.63%	\$100.000	\$80.938	4.49%

Page 3

<sup>1</sup> BVAL as of August 23, 2024.

### Cash Buy-Back of Taxable Series 2021 Revenue Bonds (1 of 2)<sup>1</sup>

- In the table below, we illustrate two versions of a buy-back of the Taxable Series 2021 PROs using \$10 million of short-term invested capital
- While one case is structured to achieve cash flow savings over an extended period, the other is structured to achieve more immediate savings<sup>2</sup>
- **Assumption:** City has \$10 million of short-term invested cash it could use for a bond buyback ("tender")
- **Cash Buy-Back:** \$10 million of cash could buy back up to \$11.81 million of the City's Taxable Series 2021 PROs<sup>3</sup>

Date	Long Term Savings Case		Accelerated Savings Case	
	Cash Flow Savings	NPV @ 3.00% <sup>4</sup>	Cash Flow Savings	NPV @ 3.00% <sup>4</sup>
Today	-\$10,000,000	-\$10,000,000	-\$10,000,000	-\$10,000,000
6/30/2025	\$155,354	\$153,970	\$102,373	\$101,461
6/30/2026	\$310,708	\$301,196	\$1,030,683	\$1,005,105
6/30/2027	\$310,708	\$292,423	\$2,183,930	\$2,069,408
6/30/2028	\$310,708	\$283,906	\$2,155,750	\$1,983,404
6/30/2029	\$310,708	\$275,637	\$2,122,770	\$1,896,391
6/30/2030	\$310,708	\$267,609	\$105,280	\$90,676
6/30/2031	\$310,708	\$259,814	\$105,280	\$88,035
6/30/2032	\$310,708	\$252,247	\$105,280	\$85,471
6/30/2033	\$310,708	\$244,900	\$105,280	\$82,982
6/30/2034	\$310,708	\$237,767	\$105,280	\$80,565
6/30/2035	\$2,901,163	\$2,170,032	\$978,633	\$732,003
6/30/2036	\$2,886,349	\$2,096,439	\$980,011	\$711,811
6/30/2037	\$2,894,758	\$2,041,687	\$980,731	\$691,714
6/30/2038	\$2,886,260	\$1,976,773	\$980,793	\$671,736
6/30/2039	\$927,041	\$616,467	\$314,080	\$208,858
<b>Total</b>	<b>\$5,447,293</b>	<b>\$1,470,865 / 14.71%</b>	<b>\$2,356,154</b>	<b>\$499,619 / 5.00%</b>

Page 4

<sup>1</sup> Market conditions as of August 6, 2024. Stifel does not guarantee to underwrite at these levels.

<sup>2</sup> Savings pattern will ultimately be influenced by investor participation. Stifel can not guarantee investor participation in the proposed tender.

<sup>3</sup> Tender bid offer is estimated based off of Bloomberg's BVAL plus a \$2 tender premium. Stifel is not providing investment advice.

<sup>4</sup> Values are discounted at 3.00%, based on the median long-run Federal Funds rate projection published by the Federal Reserve in its Summary of Economic Projections dated June 12, 2024.

## Considerations Associated with a Tender

### 1) **Investor Participation:**

- When an issuer initiates a tender offer, the issuer *invites* holders of the bonds to *offer* them for purchase by the issuer
- Bondholders are not required to offer their bonds for purchase by the issuer
- Similarly, the issuer is not required to purchase all or any bonds offered by any bondholder
- Depending on the current bondholders and conditions of the tender, the issuer may or may not generate its desired level of participation in the tender, and no assurance of participation can be provided prior to initiating the tender process

### 2) **Market Conditions:**

- The potential benefit to an issuer for pursuing a tender may change as market conditions change
- If an issuer begins a tender process, the issuer can discontinue the tender process at any time prior to announcing that it will purchase bonds
- When the issuer announces that it will purchase bonds (this announcement is the last step before completing the purchase), it is committing to complete the purchase on the settlement date chosen by the issuer
- As Dealer Manager, Stifel will provide regular updates to the City regarding the benefit of the tender

### 3) **Costs Incurred to Initiate Tender:**

- To begin the tender process, the City would incur a \$5,000 non-refundable cost for a 'Tender and Information Agent' which would aggregate holder information and perform various logistical steps required to complete a tender
- Any Dealer Manager fee payable to Stifel, as well as all other standard professional fees (legal) for other services rendered for the tender, would be payable only in the instance that the City completes a tender

Page 6

## Buy-Back of Taxable Series 2021 Revenue Bonds: Holders and Steps

### Bond Buy-Back Steps

1. Identify holders of 2021 bonds to determine prevalent holder type and concentration.

2. Determine current market price of outstanding bonds, then determine an acceptable 'premium' to the market price to incentivize holder participation in the buy-back.

3. Post buy-back (tender) invitation. For approximately 2 weeks, Stifel communicates with holders regarding their participation in the buy-back.

4. When buy-back period ends, issuer decides what if any tender offers to accept. A few days later, the issuer completes the purchase.

Page 7

**City of Yuma, Arizona**  
**Notice Filing – Tender Offer**  
**Dated \_\_\_\_\_, 2024**

This Tender Offer Notice Filing is an event described in Securities and Exchange Act Rule 15c2-12, as amended. The Issuer provides this information as it may be material to the financial evaluation of one or more obligations of the Issuer.

**Issuer:** City of Yuma, Arizona

**Issue:** Pledged Revenue Obligations, Taxable Series 2021

**CUSIP Numbers:** 98851W AE3      98851W AF0      98851W AG8  
98851W AH6      98851W AJ2      98851W AK9  
98851W AL7      98851W AM5      98851W AN3  
98851W AP8

**Type of Information:** Invitation to Tender Obligations

The Issuer is inviting holders of the above CUSIP numbers to tender obligations for purchase by the Issuer pursuant to the terms and conditions set forth in the attached invitation.

This filing is not an event filing for a defeasance or bond call.

The Issuer is providing this Notice Filing with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system.

City of Yuma, Arizona

# **INVITATION TO TENDER OBLIGATIONS FOR PURCHASE**

made by

**THE CITY OF YUMA, ARIZONA**

*to the Beneficial Owners of the*

**CITY OF YUMA, ARIZONA**

**PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2021**

**BASE CUSIP: 98851W**

**of the maturities and corresponding CUSIP numbers listed on the inside cover page hereof for a cash price to be determined by Modified Dutch Auction Procedures based upon Offers at Offer Spreads**

**THIS INVITATION WILL EXPIRE AT 5:00 P.M. NEW YORK CITY TIME, ON \_\_\_\_\_, 2024, UNLESS EARLIER CANCELED OR EXTENDED AS DESCRIBED HEREIN. TENDERED TARGET OBLIGATIONS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE. See “TERMS OF THIS INVITATION” herein.**

This Invitation to Tender Obligations for Purchase, dated \_\_\_\_\_, 2024 (as it may be amended or supplemented, including the cover page and inside cover page, this “**Invitation**”), is made by the City of Yuma, Arizona (the “**City**”), with the assistance of Stifel, Nicolaus & Company, Incorporated, as Dealer Manager (the “**Dealer Manager**”), to the beneficial owners (the “**Holders**”) of certain maturities of the outstanding City of Yuma, Arizona Pledged Revenue Obligations, Taxable Series 2021, as described on the inside cover page hereof (the “**Target Obligations**”).

The City is providing the Holders of the Target Obligations with the opportunity to offer to sell all or a portion of their Target Obligations to the City for cash purchase by the City. Should the City determine to purchase any Target Obligations of a CUSIP number, there will be a single purchase price (a “**Purchase Price**”) for the Target Obligations of such CUSIP number at which all Target Obligations of such CUSIP number (other than the Unpurchased Obligations (as defined below) of such CUSIP number) will be purchased. The Purchase Price for the Target Obligations of a CUSIP number which the City determines to purchase, if any, will not exceed 100% of par and will be calculated by the City based on a yield determined by adding a fixed spread (each a “**Purchase Spread**”) to the yield on the relevant benchmark United States Treasury Security (each, a “**Benchmark Treasury Security**”) plus a yield adjustment as specified on the inside cover page (each an “**Adjusted Treasury Yield**”). See “TERMS OF THIS INVITATION – Determination of Purchase Spread” for a description of the Modified Dutch Auction Procedure for determining the Purchase Spread and resultant Purchase Price of the Target Obligations of each CUSIP number. Each Holder is invited by the City to make an offer (an “**Offer**”), expressed as a spread in basis points to be added to the relevant Adjusted Treasury Yield (an “**Offer Spread**”) as described herein, to sell to the City, for payment in cash, all or part of its beneficial ownership interests in the Target Obligations in **Authorized Denominations** (as defined herein).

The Target Obligations, if any, which the City decides to purchase will be purchased on \_\_\_\_\_, 2024, unless such date is extended by the City, assuming all conditions to the Invitation have then been satisfied or waived by the City (the “**Settlement Date**”). Accrued but unpaid interest on the Target Obligations, if any, purchased by the City up to but not including the Settlement Date (the “**Accrued Interest**”) will also be paid on the Settlement Date.

The principal amount of the Target Obligations of each CUSIP number validly tendered and purchased by the City pursuant to this Invitation, if any, will not exceed the maximum principal amount for such Target Obligations as set forth on the inside cover page. The total of each Purchase Price of the Target Obligations of each CUSIP number validly tendered and purchased by the City pursuant to this Invitation (the “**Aggregate Purchase Price**”), is expected to be funded from legally available moneys of the City. The payment of Accrued Interest on Target Obligations validly tendered and accepted for purchase is expected to be funded from legally available moneys of the City and paid on the Settlement Date. **The purchase of any Target Obligations tendered pursuant to this Invitation is subject to certain conditions, including, without limitation, the Conditions to Purchase (as defined herein). See “INTRODUCTION – General” herein.**

**TARGET OBLIGATIONS THAT ARE NOT OFFERED FOR PURCHASE IN RESPONSE TO THIS INVITATION, AS WELL AS OFFERED TARGET OBLIGATIONS WHICH THE CITY DOES NOT PURCHASE IN RESPONSE TO THIS INVITATION (ALL SUCH TARGET OBLIGATIONS, THE “UNPURCHASED OBLIGATIONS”) WILL REMAIN OUTSTANDING. UNPURCHASED OBLIGATIONS THAT ARE OFFERED BUT NOT PURCHASED BY THE CITY WILL BE RETURNED TO THE RESPECTIVE HOLDERS THAT OFFERED SUCH TARGET OBLIGATIONS. THE CITY MAY AT ANY TIME REFUND, REDEEM, DEFEASE, OR OFFER TO PURCHASE OR EXCHANGE SOME OR ALL OF THE UNPURCHASED OBLIGATIONS ACCORDING TO THEIR TERMS. See “INTRODUCTION – General” and “– Unpurchased Obligations” herein.**

To make an informed decision as to whether, and how, to offer Target Obligations, Holders should read this Invitation in its entirety, carefully, and are advised to consult with their broker, account executive, financial advisor, attorney, and/or other appropriate professional (“**Financial Representative**”).

Any Holder wishing to offer Target Obligations must follow the procedures for Offers more specifically described herein. Holders and their Financial Representatives with questions about this Invitation should contact the Dealer Manager or the Information Agent and Tender Agent identified below. For more information about risks associated with this Invitation, please see “ADDITIONAL CONSIDERATIONS” herein.

## **Key Dates and Times**

*All of these dates and times are subject to change. All times are New York City time.*

*Notices of changes will be sent in the manner provided for in this Invitation.*

Launch Date .....	_____	, 2024
Expiration Date .....	5:00 p.m. on _____	, 2024
Preliminary Acceptance Date .....	_____	, 2024
Determination of each Purchase Price .....	Approximately 10:00 a.m. on _____	, 2024
Notice of each Purchase Price .....	_____	, 2024
Final Acceptance Date .....	_____	, 2024
Settlement Date .....	_____	, 2024

The Dealer Manager  
for this Invitation is  
**Stifel, Nicolaus & Company, Incorporated**

The Information Agent and Tender Agent  
for this invitation is  
**Globic Advisors Inc.**

## OBLIGATIONS SUBJECT TO THIS INVITATION

### Target Obligations Offered for Purchase Solicited by Modified Dutch Auction Procedures Based Upon Offer Spreads<sup>1</sup>

#### CITY OF YUMA, ARIZONA PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2021

BASE CUSIP<sup>2</sup>: 98851W

<u>Maturity Date</u> <u>(July 15)</u>	<u>CUSIP</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u> <u>Amount</u> <u>Outstanding</u>	<u>Maximum</u> <u>Principal</u> <u>Amount that may</u> <u>be Accepted for</u> <u>Purchase if</u> <u>Tendered</u>	<u>Benchmark</u> <u>Treasury</u> <u>Security<sup>3</sup></u>	<u>Benchmark</u> <u>UST Rate as of</u> <u>COB on</u> <u>2024</u>	<u>Yield</u> <u>Adjustment</u> <u>to</u> <u>Benchmark</u> <u>Treasury</u> <u>Security in</u> <u>Basis Points<sup>4</sup></u>	<u>Offer</u> <u>Spread</u> <u>Guidance in</u> <u>Basis</u> <u>Points<sup>5</sup></u>	<u>Illustrative</u> <u>Purchase</u> <u>Yield/Price</u> <u>Resulting from</u> <u>Offer Spread</u> <u>Guidance<sup>6</sup></u>
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- <sup>1</sup> A Holder may make an Offer to sell Target Obligations of a CUSIP number in an amount of its choosing up to the principal amount of Target Obligations owned by the Holder expressed as the principal amount of such Target Obligations (in Authorized Denominations) and the Offer Spread to be added to the yield on the relevant Benchmark Treasury Security plus the relevant yield adjustment set forth above used in establishing the Purchase Price for such Target Obligations. An Offer Spread must be expressed as a number of basis points and contain no more than one number to the right of the decimal point. Any Offer Spread containing more than one number to the right of the decimal point will be truncated to one number, without rounding. See “TERMS OF THIS INVITATION – Offers of Target Obligations at an Offer Spread”.
- <sup>2</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP information herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the Dealer Manager, or the Information Agent and Tender Agent nor their respective agents or counsel assumes responsibility for the accuracy of such numbers.
- <sup>3</sup> Each Benchmark Treasury Security will be the most recently auctioned “on-the-run” United States Treasury Security for the maturity indicated as of the date and time that each Target Obligation’s Purchase Price is set, currently expected to be \_\_\_\_\_, 2024. The yield on the Benchmark Treasury Security to be used in establishing the Purchase Prices for the Target Obligations will be based on the bid-side price of the U.S. Benchmark Treasury as quoted on the Bloomberg Bond Trader FIT series of pages at approximately 10:00 a.m., New York City time, on \_\_\_\_\_, 2024. See “TERMS OF THIS INVITATION – Determination of the Purchase Spread”.
- <sup>4</sup> In order to accommodate Holders who desire to submit and offer of 0.0 bps or an offer at a negative spread to the Benchmark Treasury Security that would result in such Target Obligations being effectively offered at or below the yield of the relevant Benchmark Treasury Security, a Holder’s Offer Spread will be added to the relevant Adjusted Treasury Yield.
- <sup>5</sup> The Offer Spread Guidance is provided solely for the purpose of assisting Holders in formulating offers for their Target Obligations.
- <sup>6</sup> Illustrative Purchase Price excludes accrued but unpaid interest and is based on yields for Benchmark Treasury Securities plus the relevant yield adjustment set forth above as of the close of business on \_\_\_\_\_, 2024. The Illustrative Price is provided for informational purposes only. The Purchase Price of a Target Obligation of a CUSIP number will be determined based on numerous factors described herein. Holders are not permitted to submit offers based on a specific price. Illustrative Price Resulting from Offer Spread Guidance is in \$ per \$100 principal amount.
- <sup>7</sup> The Target Obligation maturing on July 15, 2038, is subject to sinking fund redemption payments on July 15 in 2034, 2035, 2036, 2037 and 2038, and its Purchase Price will be calculated assuming its average life date of \_\_\_\_\_, 20\_\_ as its maturity date. See “TERMS OF THIS INVITATION – Determination of Purchase Price” herein.

## IMPORTANT INFORMATION

*This Invitation and the other information with respect to this Invitation are and will be available from Stifel, Nicolaus & Company, Incorporated, as Dealer Manager (the “**Dealer Manager**”), and Globic Advisors Inc. (the “**Information Agent and Tender Agent**”), at <https://emma.msrb.org> and <https://www.globic.com/yuma>. Holders wishing to offer their Target Obligations for purchase pursuant to this Invitation must follow the procedures described in this Invitation. The City may cancel, amend, or otherwise modify or waive any terms or conditions of this Invitation as described herein. The City will have no obligation to accept offered Target Obligations for purchase or to purchase Target Obligations offered and accepted for purchase if this Invitation is cancelled or modified or any of the other conditions set forth herein are not satisfied. The City further reserves the right to accept nonconforming Offers of Target Obligations or waive irregularities in any Offer of Target Obligations. **TARGET OBLIGATIONS THAT ARE NOT OFFERED FOR PURCHASE IN RESPONSE TO THIS INVITATION, AS WELL AS OFFERED TARGET OBLIGATIONS WHICH THE CITY DOES NOT PURCHASE IN RESPONSE TO THIS INVITATION (ALL SUCH TARGET OBLIGATIONS, THE “UNPURCHASED OBLIGATIONS”) WILL REMAIN OUTSTANDING. UNPURCHASED OBLIGATIONS THAT ARE OFFERED BUT NOT PURCHASED BY THE CITY WILL BE RETURNED TO THE RESPECTIVE HOLDERS THAT OFFERED SUCH TARGET OBLIGATIONS. THE CITY MAY DECIDE AT ANY TIME TO REFUND, REDEEM, DEFEASE, OR OFFER TO PURCHASE OR EXCHANGE SOME OR ALL OF THE UNPURCHASED OBLIGATIONS.***

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS INVITATION OR PASSED UPON THE FAIRNESS OR MERITS OF THIS INVITATION OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS INVITATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**THIS INVITATION IS NOT BEING EXTENDED TO, AND OFFERS OF TARGET OBLIGATIONS AND TARGET OBLIGATIONS TENDERED IN RESPONSE TO THIS INVITATION WILL NOT BE ACCEPTED FROM OR ON BEHALF OF, HOLDERS IN ANY JURISDICTION IN WHICH THIS INVITATION OR SUCH OFFER OR ACCEPTANCE THEREOF WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF SUCH JURISDICTION. IN ANY JURISDICTIONS WHERE SECURITIES, “BLUE SKY” OR OTHER LAWS REQUIRE THIS INVITATION TO BE MADE THROUGH A LICENSED OR REGISTERED BROKER OR DEALER, THIS INVITATION SHALL BE DEEMED TO BE MADE ON BEHALF OF THE CITY THROUGH THE DEALER MANAGER.**

References to website addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation.

The delivery of this Invitation shall not under any circumstances create any implication that any information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of the City, since the date hereof. The information contained in this Invitation is as of the date of this Invitation only and is subject to change, completion, or amendment without notice.

The City, the Dealer Manager and the Information Agent and Tender Agent are not responsible (a) for transmitting any offer or (b) for the Depository Trust Company (“DTC”) process and Holders’ interactions with DTC and the DTC participants.

The Dealer Manager makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein. The Dealer Manager has not independently verified any of the information contained herein, and assumes no responsibility for the accuracy or completeness of any such information.

None of the City, the Dealer Manager, or the Information Agent and Tender Agent makes any recommendation that any Holder offer or refrain from offering all or any portion of such Holder's Target Obligations for purchase. Holders must make their own decisions and should read this Invitation carefully and consult with their broker, account executive, financial advisor, attorney, and/or other appropriate professional in making these decisions.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation and, if given or made, such information or representation may not be relied upon as having been authorized by the City.

Certain statements included or incorporated by reference into this Invitation constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "forecast," "plan," "expect," "estimate," "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. The City does not plan to issue any updates or revisions to those forward-looking statements if or when changes to its expectations, or events, conditions, or circumstances on which such statements are based, occur.

This Invitation contains important information which should be read in its entirety before any decision is made with respect to this Invitation.

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
INTRODUCTION.....	1
General.....	1
Offer Spread Guidance.....	2
Binding Contract to Sell.....	2
Sources of Funds to Purchase Target Obligations.....	2
Brokerage Commissions and Solicitation Fees.....	2
Unpurchased Obligations.....	2
Dealer Manager, Information Agent and Tender Agent.....	3
CERTAIN INFORMATION ABOUT THE CITY.....	3
Background.....	3
Incorporation of Certain Information by Reference.....	3
TERMS OF THIS INVITATION.....	4
Expiration Date.....	4
Offers Only Through the City’s DTC ATOP Account.....	4
Information to Holders.....	4
Authorized Denominations.....	5
Accrued Interest.....	5
Provisions Applicable to All Offers.....	5
Offers of Target Obligations at an Offer Spread.....	6
Non-Competitive Offers without an Offer Spread.....	6
Adjusted Treasury Yields.....	6
Representations by Tendering Holders to the City.....	7
Tender of Target Obligations Through Financial Institutions; DTC ATOP Account.....	7
Determinations as to Form and Validity of Offers; Right of Waiver.....	8
Amendments and Withdrawals of Offers Prior to Expiration Date.....	8
Irrevocability of Offers; Return of Target Obligations Not Purchased.....	9
Determination of Amounts to be Purchased.....	9
Determination of Purchase Spread.....	10
Determination of Purchase Price.....	10
Sinking Fund Amortization of Certain Unpurchased Obligations.....	11
Priority of Purchases.....	11
Preliminary Notice of Acceptance.....	11
Notice of Purchase Prices.....	11
Final Notice of Acceptance.....	12
Settlement Date; Purchase of Target Obligations.....	12
Extension, Cancellation and Amendment; Changes to Terms.....	12
ADDITIONAL CONSIDERATIONS.....	13
SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES.....	14
General Matters.....	14
Tendering U.S. Holders.....	14
Backup Withholding.....	15
DEALER MANAGER.....	15
INFORMATION AGENT AND TENDER AGENT.....	15
MISCELLANEOUS.....	16

# **INVITATION TO TENDER OBLIGATIONS FOR PURCHASE**

made by  
**THE CITY OF YUMA, ARIZONA**  
*to the Beneficial Owners of the*

## **CITY OF YUMA, ARIZONA PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2021**

### **INTRODUCTION**

#### **General**

This Invitation to Tender Obligations for Purchase, dated \_\_\_\_\_, 2024 (as it may be amended or supplemented, including the cover page and inside cover page, this “**Invitation**”), is made by the City of Yuma, Arizona (the “**City**”), with the assistance of Stifel, Nicolaus & Company, Incorporated, as Dealer Manager (the “**Dealer Manager**”), to the beneficial owners (the “**Holders**”) of certain maturities of the outstanding City of Yuma, Arizona Pledged Revenue Obligations, Taxable Series 2021 as described on the inside cover page hereof (the “**Target Obligations**”).

The City is providing the Holders of the Target Obligations with the opportunity to offer to sell all or a portion of their Target Obligations to the City for cash purchase by the City. Should the City determine to purchase any Target Obligations of a CUSIP number, there will be a single purchase price (a “**Purchase Price**”) for the Target Obligations of such CUSIP number at which all Target Obligations of such CUSIP number (other than the Unpurchased Obligations (as defined below) of such CUSIP number) will be purchased. The Purchase Price for the Target Obligations of a CUSIP number which the City determines to purchase, if any, will not exceed 100% of par and will be calculated by the City based on a yield determined by adding a fixed spread in basis points (each a “**Purchase Spread**”) to the yield on the relevant benchmark United States Treasury Security (each, a “**Benchmark Treasury Security**”) plus a yield adjustment corresponding to such maturity as specified on the inside cover page (each an “**Adjusted Treasury Yield**”). See “TERMS OF THIS INVITATION – Determination of Purchase Spread” for a description of the Modified Dutch Auction Procedure for determining the Purchase Spread and resultant Purchase Price of the Target Obligations of each CUSIP number. Each Holder is invited by the City to make an offer (an “**Offer**”), expressed as a spread in basis points to be added to the relevant Adjusted Treasury Yield (an “**Offer Spread**”), to sell to the City, for payment in cash, all or part of its beneficial ownership interests in the Target Obligations in Authorized Denominations (as defined below).

The Target Obligations, if any, which the City decides to purchase will be purchased on \_\_\_\_\_, 2024, unless such date is extended by the City, assuming all conditions to the Invitation have then been satisfied or waived by the City (such date being the “**Settlement Date**”). Accrued but unpaid interest on the Target Obligations, if any, purchased by the City up to but not including the Settlement Date (the “**Accrued Interest**”) will also be paid on the Settlement Date.

The City may decide to purchase less than all (or none) of the Target Obligations offered to the City (see “TERMS OF THIS INVITATION – Determination of Amounts to be Purchased”). Offers must be submitted by 5:00 p.m., New York City time, on \_\_\_\_\_, 2024 (or such later date as the City may determine, the “**Expiration Date**”). The City may extend, amend, waive the terms of, or otherwise modify this Invitation at any time on or prior to the Expiration Date. The City may also, at any time prior to the Settlement Date, cancel this Invitation for any reason in the City’s sole discretion in which case the City will have no obligation to purchase the Target Obligations. See “TERMS OF THIS INVITATION – Extension, Cancellation and Amendment; Changes to Terms” for a description of the right of the City to extend, cancel, amend, waive the terms of or otherwise modify this Invitation.

The principal amount of the Target Obligations of each CUSIP number validly tendered and purchased by the City pursuant to this Invitation, if any, will not exceed the maximum principal amount for such Target Obligations as set forth on the inside cover page hereof (each, a “**Maximum Principal Amount**”) for such Target Obligations. The total of each Purchase Price of the Target Obligations by CUSIP number validly tendered and purchased by the City pursuant to this Invitation (the “**Aggregate Purchase Price**”) is expected to be funded from legally available moneys of the City. The payment of Accrued Interest on Target Obligations validly tendered and accepted for purchase is expected to be funded from legally available moneys of the City and paid on the Settlement Date. **The purchase of**

any Target Obligations tendered pursuant to this Invitation is subject to certain conditions, including, without limitation, the Conditions to Purchase (as defined herein).

Notwithstanding any other provision of this Invitation, the City has no obligation to accept for purchase any tendered Target Obligations, and its obligation to pay for Target Obligations validly tendered (and not validly withdrawn) and accepted pursuant to this Invitation is subject to the satisfaction or waiver of the following conditions (collectively, the “Conditions to Purchase”) on or prior to the Settlement Date: using legally available funds to (a) fund the purchase of the Obligations validly tendered (and not validly withdrawn) and accepted pursuant to this Invitation and (b) pay all fees and expenses associated with this Invitation. The City reserves the right, subject to applicable law, to amend or waive any of the conditions to this Invitation, in whole or in part, at any time prior to the Expiration Date (as defined herein) or from time to time. This Invitation may be withdrawn by the City at any time prior to the Expiration Date.

If Target Obligations are not accepted for purchase by the City, or all of the conditions to this Invitation are not satisfied or waived by the City on or prior to the Settlement Date, any such Target Obligations offered pursuant to this Invitation shall be returned to the Holder and remain outstanding.

**TARGET OBLIGATIONS THAT ARE NOT OFFERED FOR PURCHASE IN RESPONSE TO THIS INVITATION, AS WELL AS OFFERED TARGET OBLIGATIONS THAT THE CITY DOES NOT PURCHASE IN RESPONSE TO THIS INVITATION (ALL SUCH TARGET OBLIGATIONS, THE “UNPURCHASED OBLIGATIONS”) WILL REMAIN OUTSTANDING. UNPURCHASED OBLIGATIONS THAT ARE OFFERED BUT NOT PURCHASED BY THE CITY WILL BE RETURNED TO THE RESPECTIVE HOLDERS THAT OFFERED SUCH TARGET OBLIGATIONS. THE CITY MAY AT ANY TIME REFUND, REDEEM, DEFEASE, OR OFFER TO PURCHASE OR EXCHANGE SOME OR ALL OF THE UNPURCHASED OBLIGATIONS ACCORDING TO THEIR TERMS. See “– Unpurched Obligations” herein.**

#### **Offer Spread Guidance**

Based on market conditions as of \_\_\_\_\_, 2024, the City expects to accept all offers up to the Maximum Principal Amounts with Offer Spreads equal to or greater than the Offer Spread Guidance shown on the inside cover page hereof (the “Offer Spread Guidance”). The City will review all Offers and may, in its sole discretion, determine a Purchase Spread for each CUSIP number which is greater than, less than or equal to the Offer Spread Guidance.

#### **Binding Contract to Sell**

If a Holder’s Offer is accepted by the City by the time specified herein, the Holder will be obligated to sell, and the City will be obligated to purchase, such Target Obligations on the Settlement Date at the Purchase Price for such Target Obligations, plus Accrued Interest, subject to the conditions described herein.

#### **Sources of Funds to Purchase Target Obligations**

The Aggregate Purchase Price is expected to be funded from legally available moneys of the City. Accrued Interest on Target Obligations validly tendered and accepted for purchase is expected to be funded from legally available moneys of the City and paid on the Settlement Date.

#### **Brokerage Commissions and Solicitation Fees**

Holders will not be obligated to pay any brokerage commissions or solicitation fees to the City, the Dealer Manager, or the Information Agent and Tender Agent in connection with this Invitation, Offers or consummation of accepted Offers. However, Holders should confer with their broker, account executive, financial advisor, attorney, and/or other appropriate professional (“Financial Representative”) which maintains the account in which their Target Obligations are held to determine whether it will charge any commissions or fees.

#### **Unpurched Obligations**

Unpurched Obligations will continue to be outstanding, and payable and secured, pursuant to their terms.

Unpurchased Obligations that are offered but not purchased by the City will be returned to the respective Holders of such offered Target Obligations. Holders of Unpurchased Obligations will continue to bear the risk of ownership of such Unpurchased Obligations.

The City may redeem, refund (on an advance or current basis), or defease, all or any portion of the Unpurchased Obligations or may invite Holders to tender such Target Obligations for purchase by the City. See “ADDITIONAL CONSIDERATIONS.”

#### **Dealer Manager, Information Agent and Tender Agent**

Stifel, Nicolaus & Company, Incorporated is the Dealer Manager for this Invitation. Investors with questions about this Invitation should contact the Dealer Manager or Globic Advisors Inc., which serves as Information Agent and Tender Agent for this Invitation, at the addresses and telephone numbers set forth on the final page of this Invitation. See “DEALER MANAGER” and “INFORMATION AGENT AND TENDER AGENT” herein.

### **CERTAIN INFORMATION ABOUT THE CITY**

#### **Background**

The City is located in the southwestern corner of Arizona at the confluence of the Colorado and Gila Rivers. Historically, the City has been the crossing site between states and territories East and West of the Colorado River. Known originally as Colorado City, then Arizona City, and finally as Yuma City, this community was first established in 1854. Incorporated under the name Arizona City in 1871, it was reincorporated as Yuma in 1873 in the Arizona Territory. After Arizona became a state, the City was incorporated under the laws of the State in 1914. The City serves as the county seat of Yuma County, Arizona and encompasses approximately 120 square miles. The City is located equidistant between the City of Phoenix, Arizona (“Phoenix”) and the City of San Diego, California (“San Diego”), with travel times of approximately 2.5 hours from the City to either Phoenix or San Diego. Today, the City remains a crossroads for air and land transportation. The City’s major air transportation is provided by Yuma International Airport and major land transportation is comprised of Interstate 8, U.S. Route 95 and Union Pacific Railroad.

The City operates under a Council-Administrator form of government, as provided by its Charter. The City was incorporated in 1914 and adopted a City Charter in 1914 and is also subject to the general laws of the State applicable to all cities. In addition, under the Arizona Constitution, the City may exercise all powers of local self-government to the extent not in conflict with applicable general laws.

Legislative authority is vested in a seven-member City Council. The six City Council members are elected at large on a nonpartisan ballot for staggered four-year terms. The Mayor is elected at large and is a voting member of the City Council. The City Council fixes the duties and compensation of City officials and employees, and enacts ordinances and resolutions relating to City services, tax levies, appropriating and borrowing moneys, licensing and regulating businesses and trades and other municipal purposes. The City Council appoints the City Administrator who has full responsibility for executing City Council policies and administering City operations. City employees are hired under personnel rules specified by the City Council.

#### **Incorporation of Certain Information by Reference**

Other than with respect to certain information that is explicitly incorporated by reference, references to website addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation. Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Invitation to the extent that a statement therein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Invitation.

The City makes filings of financial and other information on the EMMA website. The following documents filed on the EMMA website by the City are incorporated herein by reference:

- [Official Statement dated January 12, 2021, related to the Target Obligations, available at \_\_\_\_\_, but only with respect to the description of the Target Obligations and the security for the Target Obligations.]
- Audited Financial Statements and Operating Data for the fiscal year ended June 30, 2023, available at \_\_\_\_\_.
- Audited Financial Statements and Operating Data for the fiscal year ended June 30, 2022, available at \_\_\_\_\_.

## **TERMS OF THIS INVITATION**

### **Expiration Date**

The City's invitation to submit Offers will expire at 5:00 p.m., New York City time, on the Expiration Date. Holders tendering Target Obligations must follow the procedures more specifically described herein. Target Obligations offered after 5:00 p.m., New York City time, on the Expiration Date will not be accepted by the City for Purchase.

In the sole discretion of the City, the City may extend the Expiration Date, the Preliminary Acceptance Date, the Final Acceptance Date (each as defined herein) or the Settlement Date, or cancel, amend, or otherwise modify or waive any conditions of this Invitation. See "– Extension, Cancellation and Amendment; Changes to Terms."

### **Offers Only Through the City's DTC ATOP Account**

The Target Obligations are all held in book-entry-only form through the facilities of The Depository Trust Company ("DTC") and banks, brokers, and other institutions that are participants in DTC. The City, through the Information Agent and Tender Agent, will establish an Automated Tender Offer Program ("ATOP") account (the "DTC ATOP Account") at DTC for the Target Obligations to which this Invitation relates promptly after the date of this Invitation.

***All Offers must be made through the City's ATOP account. The City will not accept any Offers that are not made through the DTC ATOP Account. As a result, Holders who are not DTC participants can only make Offers through the financial institution that maintains the DTC account in which their Target Obligations are held.***  
**LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THIS INVITATION.**

Any financial institution that is a participant in DTC may make a book-entry tender of the Target Obligations by causing DTC to transfer such Target Obligations into the DTC ATOP Account relating to this Invitation and the applicable maturity and CUSIP number in accordance with DTC's procedures for such transfer. Holders who are not DTC participants can only tender Target Obligations pursuant to this Invitation by making arrangements with and instructing their Financial Representative to tender the Holder's Target Obligations through the DTC ATOP Account. To ensure a Holder's Target Obligations are tendered to the DTC ATOP Account by 5:00 p.m., New York City time, on the Expiration Date, the Holder must provide instructions to the Holder's Financial Representative in sufficient time for the Financial Representative to tender the Target Obligations to the DTC ATOP Account by this deadline. A Holder should contact its Financial Representative for information as to when the Financial Representative needs the Holder's instructions in order to tender the Holder's Target Obligations to the DTC ATOP Account by 5:00 p.m., New York City time, on the Expiration Date.

**THE CITY, THE DEALER MANAGER, AND THE INFORMATION AGENT AND TENDER AGENT ARE NOT RESPONSIBLE FOR THE TRANSFER OF ANY TENDERED TARGET OBLIGATIONS TO THE DTC ATOP ACCOUNT OR FOR ANY MISTAKES, ERRORS, OR OMISSIONS IN THE TRANSFER OF ANY TENDERED TARGET OBLIGATIONS.**

### **Information to Holders**

The City may give information about this Invitation to the market and Holders by delivery of the information to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system ("EMMA")

and DTC (collectively referred to herein, together with the EMMA website and the Information Agent and Tender Agent, as the “**Information Services**.”). Additionally, the City may give information about this Invitation to the Information Agent and Tender Agent. The Information Agent and Tender Agent will deliver information provided to it by the City through its website, <https://www.globic.com/yuma>. Delivery of information by or on behalf of the City to the Information Services will be deemed to constitute delivery of this information to each Holder.

**The City, the Dealer Manager, and the Information Agent and Tender Agent have no obligation to ensure that a Holder actually receives any information given to the Information Services.**

Holders who would like to receive information transmitted by or on behalf of the City to the Information Services may receive such information from the Dealer Manager or the Information Agent and Tender Agent by contacting them using the contact information under the heading “MISCELLANEOUS” herein.

Any updates to this Invitation will be distributed through the Information Services.

### **Authorized Denominations**

A Holder may submit one or more Offers to sell Target Obligations of a CUSIP number that it owns in an amount of its choosing, not to exceed the principal amount of such Target Obligations owned by the Holder, but in a principal amount equal to \$5,000 or any integral multiple thereof (“**Authorized Denominations**”).

### **Accrued Interest**

In addition to the Purchase Prices of the Target Obligations purchased by the City pursuant to this Invitation, Accrued Interest on such Target Obligations from the last payment of interest thereon to but not including the Settlement Date will be paid by, or on behalf of, the City to the tendering Holders on the Settlement Date. The payment of Accrued Interest on Target Obligations validly tendered and accepted for purchase is expected to be funded from legally available monies of the City.

### **Provisions Applicable to All Offers**

***Need for Advice.*** A Holder should ask its Financial Representative for help in determining: (a) whether to offer Target Obligations for purchase, (b) the principal amount of Target Obligations to be offered for purchase, and (c) the Offer Spread at or below that which such Target Obligations are offered to be sold to the City. The City, the Dealer Manager, and the Information Agent and Tender Agent will not charge any Holder for submitting Offers or tendering Target Obligations.

***Need for Specificity of Offer.*** No Offer of Target Obligations of a CUSIP number may exceed the principal amount of Target Obligations of such CUSIP number owned by the Holder and must include (a) the CUSIP number(s) of the Target Obligations being offered and (b) the principal amount of the Target Obligations being offered for purchase (such principal amount must be stated in Authorized Denominations and if not so stated, for Offers to sell less than all of the Holder’s position in the Target Obligations, such principal amount will be reduced to the greatest integral multiple of \$5,000). Any Holder located outside of the United States should check with its Financial Representative to determine if there are any additional minimal increments, alternative settlement timing or other limitations. See “– Offers of Target Obligations at an Offer Spread” for additional information.

No “all or none,” alternative, conditional, or contingent Offers will be accepted.

**ALL OFFERS FOR PURCHASE MUST BE MADE THROUGH THE DTC ATOP ACCOUNT. THE CITY WILL NOT ACCEPT ANY OFFERS FOR PURCHASE THAT ARE NOT MADE THROUGH THE DTC ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THIS INVITATION.** See “TERMS OF THIS INVITATION – Tender of Target Obligations through Financial Institutions; DTC ATOP Account” herein.

***General.*** By offering to sell Target Obligations pursuant to this Invitation, a Holder represents and agrees with the City as set forth under “– Representations by Tendering Holders to the City.” All Offers shall survive the death or incapacity of the tendering Holder.

Holders who would like to receive information furnished by the City to the Information Services can review the EMMA website or the website of the Information Agent and Tender Agent at <https://www.globic.com/yuma>, or otherwise must make appropriate arrangements with their Financial Representatives or the Information Agent and Tender Agent.

### **Offers of Target Obligations at an Offer Spread**

A Holder may make an Offer to sell Target Obligations of a CUSIP number at an Offer Spread of its choosing, to be added to the relevant Adjusted Treasury Yield (determined as described under “– Adjusted Treasury Yields”) (determined as described under “– Determination of Purchase Spread”) that will be used in establishing the Purchase Price for the Target Obligations.

Offers for Target Obligations must be based upon Offer Spreads in increments of 0.1 basis points. DTC’s ATOP Account is only able to accept Offers within a range of (i) the maximum possible Offer Spread of 250.0 basis points and (ii) a minimum Offer Spread of 0.1 basis points. An Offer Spread must be expressed as a number of basis points and contain no more than one number to the right of the decimal point. Any Offer Spread containing more than one number to the right of the decimal point will be truncated to one number, without rounding.

For a description of how the Purchase Spread will be determined and how the Purchase Price for the Target Obligations of a CUSIP number will be determined based on the Purchase Spread, see “– Determination of Purchase Spread.”

A Holder may make Offers to sell portions (in Authorized Denominations) of Target Obligations of a CUSIP number at more than one Offer Spread or without an Offer Spread so long as all of such Offers in aggregate do not exceed the principal amount of such Target Obligations owned by that Holder. Offers at differing Offer Spreads or without an Offer Spread as a Non-Competitive Offer (as defined below) for Target Obligations of a CUSIP number must each be submitted separately.

### **Non-Competitive Offers without an Offer Spread**

A Holder may also make an offer to sell all or a portion of their Target Obligations of a particular CUSIP number in a par amount of Authorized Denominations by offering these Target Obligations without specifying an Offer Spread (a “**Non-Competitive Offer**”) or a portion of their Target Obligations as a Non-Competitive Offer and a portion or portions with Offer Spreads as described in the prior section.

For a description of how the Purchase Spread will be determined and how the Purchase Price for the Target Obligations of a CUSIP number will be determined based on the Purchase Spread, see “– Determination of Purchase Spread.” If a particular CUSIP number does not receive any Offers with an Offer Spread, then the City may determine a Purchase Spread for any Non-Competitive Offers received for such CUSIP number which is no greater than the Offer Spread Guidance for the particular CUSIP number as indicated on the inside cover page hereof. In no event will a Purchase Spread for Target Obligations in which the City has received a Non-Competitive Offer and at least one Offer with an Offer Spread for the CUSIP number exceed the Offer Spread Guidance by more than 25 basis points.

### **Adjusted Treasury Yields**

To accommodate Holders who choose to submit Offers at Offer Spreads of 0.0 bps or less for certain maturities of the Target Obligations that would result in such Target Obligations being effectively offered below the yield of the relevant Benchmark Treasury Security, the City is accepting offers based on an adjustment to the yield of the relevant Benchmark Treasury Security, which for any maturity and corresponding CUSIP for the Target Obligations equals the yield on the related Benchmark Treasury Security, as shown on the inside cover page hereof, less a fixed spread (the “Adjusted Treasury Yield”). For Target Obligations whose Purchase Prices will be based on the 2-Year, 3-Year, 5-Year, and 7-Year Benchmark Treasury Securities, the Adjusted Treasury Yield will be 100 basis points less than the yield on the relevant Benchmark Treasury Security, as shown on the inside cover page hereof. For all other Target Obligations, the Adjusted Treasury Yield will equal the yield on the relevant Benchmark Treasury Security, as similarly shown on such inside cover page.

The table below illustrates examples of how a Holder, whose Purchase Price will be based on the relevant

Benchmark Treasury Security, should express its Offer Spread to reflect the desired/intended offer yield and the yield adjustment of -100 basis points for obligations with maturities from 20\_\_ to 20\_\_ that will be applied to the Offer Spread as delivered to the City:

<u>Benchmark Treasury Security</u>	<u>Holder Desired/Intended Offer Yield</u>	<u>Yield Adjustment To Benchmark Treasury Yield</u>	<u>Resulting Offer spread Submitted to the City Resulting in the Holder's Desired/Intended Offer Yield</u>
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### **Representations by Tendering Holders to the City**

By offering to sell and tender Target Obligations for purchase pursuant to this Invitation, each tendering Holder represents to and agrees with the City that:

(a) the Holder has received this Invitation and has had the opportunity to review this Invitation in its entirety prior to making its decision to submit an Offer to tender Target Obligations, and agrees if its Offer is accepted by the City with respect to any Target Obligations, it will be obligated to sell such Target Obligations on the terms and conditions set forth in this Invitation, and if the purchase of any tendered Target Obligations is consummated, the purchase of such Target Obligations shall be on the terms and conditions set forth in this Invitation;

(b) the Holder has full power and authority to offer to tender, sell, assign, and transfer the tendered Target Obligations; and if its Offer is accepted by the City with respect to any Target Obligations, on the Settlement Date, the City will acquire good, marketable, and unencumbered title thereto, free and clear of all liens, charges, encumbrances, conditional sales agreements, or other obligations and not subject to any adverse claims, subject to payment to the Holder of the Purchase Price for such Target Obligations plus Accrued Interest;

(c) the Holder has made its own independent decision to offer and tender its Target Obligations for purchase pursuant to this Invitation, and as to the terms thereof, and such decision is based upon the Holder's own judgment and upon advice from such advisors with whom the Holder has determined to consult;

(d) the Holder is not relying on any communication from the City, the Dealer Manager, or the Information Agent and Tender Agent as investment advice or as a recommendation to offer and tender the Holder's Target Obligations, it being understood that the information from the City, the Dealer Manager, and the Information Agent and Tender Agent related to the terms and conditions of this Invitation made pursuant to this Invitation shall not be considered investment advice or a recommendation to offer and tender Target Obligations; and

(e) the Holder is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand, agree, and accept, the terms and conditions of this Invitation and the Holder's Offer.

### **Tender of Target Obligations Through Financial Institutions; DTC ATOP Account**

The City, through the Information Agent and Tender Agent, will establish the DTC ATOP Account for purposes of this Invitation within three Business Days (as defined below) after the date of this Invitation. Offers to sell Target Obligations in accordance with this Invitation to the City may be made only through the DTC ATOP Account. Any financial institution that is a participant in DTC may make a book-entry Offer of the Target Obligations by causing DTC to transfer the applicable Target Obligations into the DTC ATOP Account in accordance with DTC's procedures. Concurrently with the delivery of Target Obligations through book-entry transfer into the DTC ATOP Account, an Agent's Message (defined below) in connection with such book-entry transfer must be transmitted to and received at the DTC ATOP Account by not later than 5:00 p.m., New York City time, on the Expiration Date (as this date may have been changed pursuant to this Invitation).

The confirmation of a book-entry transfer into the DTC ATOP Account as described above is referred to herein as a **“Book-Entry Confirmation.”** The term **“Agent’s Message”** means a message transmitted by DTC to, and received by, the DTC participant and forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the DTC participant tendering the Target Obligations that are the subject of such Book-Entry Confirmation, and stating (a) the CUSIP number, series, principal amount of the Target Obligations that have been offered by such participant pursuant to this Invitation, and offered based on an Offer Spread (in the case of a competitive offer), and (b) that such participant on behalf of the related Holder agrees to be bound by the terms of this Invitation. For operational purposes related to the DTC ATOP Account only (and not indicative of any spread guidance from the City or any other party related to this Invitation), the DTC ATOP Account will be calibrated to accept Offers for Target Obligations based upon Offer Spreads in increments of 0.1 basis points with DTC’s ATOP system able to accept Offers submitted within a range with the maximum possible Offer Spread of 250.0 basis points and with a minimum Offer Spread of 0.1 basis points in increments of 0.1 basis points.

Target Obligations delivered into DTC’s ATOP account must be in an amount expressed as the principal amount of such Target Obligations of the Holder’s choosing (in Authorized Denominations). An Offer Spread for the Target Obligations must be expressed as a number of basis points and contain no more than one number to the right of the decimal point. Any Offer Spread for the Target Obligations containing more than one number to the right of the decimal point will be truncated to one number, without rounding.

In order to ensure accurate receipt of each Holder’s intended Offer Spread, and any subsequent dissemination of funds, participants in DTC must submit an individual “voluntary offering instruction” for each Holder wishing to submit one or more Offers. Should a Holder offer Target Obligations at a variety of Offer Spreads, a unique voluntary offering instruction for each Offer Spread, as applicable, must be submitted. The date and the time of submission of Target Obligations for purchase will be determined by the date and time at which Target Obligations are submitted into DTC’S ATOP account.

**“Business Day”** means a DTC business day, which is any day other than (a) a Saturday or a Sunday, or (b) a day on which the offices of the City or banking institutions in New York, New York, are required or authorized by law to be closed.

**THE CITY, THE DEALER MANAGER, AND THE INFORMATION AGENT AND TENDER AGENT ARE NOT RESPONSIBLE FOR THE TRANSFER OF ANY TENDERED TARGET OBLIGATIONS TO THE CITY’S ATOP ACCOUNT OR FOR ANY MISTAKES, ERRORS, OR OMISSIONS IN THE TRANSFER OF ANY TENDERED TARGET OBLIGATIONS.**

**ALL TENDERS FOR PURCHASE MUST BE MADE THROUGH THE CITY’S ATOP ACCOUNT. THE CITY WILL NOT ACCEPT ANY TENDERS FOR PURCHASE THAT ARE NOT MADE THROUGH ITS ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THIS INVITATION.**

#### **Determinations as to Form and Validity of Offers; Right of Waiver**

All questions as to the validity (including the time of receipt at the DTC ATOP Account), form, eligibility, and acceptance of Offers will be determined by the City in its sole discretion, and will be final, conclusive, and binding on the Holders.

The City reserves the right to waive any irregularities or defects in any Offer. The City, the Dealer Manager and the Information Agent and Tender Agent are not obligated to give notice to the Holders of any defects or irregularities in Offers, and they will have no liability for failing to give such notice.

The City reserves the absolute right to reject any and all Offers, whether or not they comply with the terms of this Invitation.

#### **Amendments and Withdrawals of Offers Prior to Expiration Date**

A Holder may amend its Offer by causing a withdrawal message for the Offer to be received at the DTC ATOP Account with a new Offer for the same Target Obligations to be submitted to the DTC ATOP Account by 5:00

p.m., New York City time, on the Expiration Date.

A Holder may withdraw its Offer by causing a withdrawal notice to be received at the DTC ATOP Account by 5:00 p.m., New York City time, on the Expiration Date.

Any amendment or withdrawal must be submitted in substantially the same manner as an Offer in response to this Invitation. ***All amendments or withdrawal notices must be made through the DTC ATOP Account. The City will not accept any amendments or withdrawals that are not made through the DTC ATOP Account.*** Holders who are not DTC participants can only amend or withdraw their Offer by making arrangements with and instructing their DTC participant to submit the Holder's amended Offer or the Holder's notice of withdrawal through the DTC ATOP Account.

**Holders who have tendered their Target Obligations for purchase will not receive any information from the City, the Dealer Manager, or the Information Agent and Tender Agent concerning Offers by other Holders. Offering Holders will not be afforded an opportunity to amend their offers after 5:00 p.m. on the Expiration Date. An amended or withdrawn offer must specify the applicable CUSIP number, and with respect to amended offers, the principal amount previously offered and the new amount being offered. All questions as to the validity (including the time of receipt) of an amendment or withdrawal will be determined by the City in its sole discretion and will be final, conclusive, and binding.**

#### **Irrevocability of Offers; Return of Target Obligations Not Purchased**

All Offers will become irrevocable at 5:00 p.m., New York City time, on the Expiration Date, subject to change as set forth in “– Extension, Cancellation and Amendment; Changes to Terms.”

The City does not have the option to use a “Second Look.” Holders will not have the ability to submit amended offers after the Expiration Date.

The City will instruct DTC to return to the offering institutions or Holders those Target Obligations that were offered but were not accepted for purchase. None of the City, the Dealer Manager, or the Information Agent and Tender Agent is responsible or liable for the return of Target Obligations to offering institutions or Holders or for when such Target Obligations are returned.

#### **Determination of Amounts to be Purchased**

The City is not required to purchase any Target Obligation offered. The City will determine which Target Obligations (and the corresponding CUSIP number), if any, it will purchase. The City therefore has the right to purchase none, some, or all of the offered Target Obligations, up to the applicable Maximum Principal Amount for each CUSIP number.

In addition, for the Target Obligation maturing July 15, 2038 (CUSIP No. 98851W AP8), the Purchased Amounts (as defined below) shall be allocated against the scheduled sinking fund installments in such manner as the City may direct and the average life of the remaining Target Obligation of this CUSIP number may change.

On \_\_\_\_\_, 2024, unless such date is extended by the City (the “**Preliminary Acceptance Date**”), the City will determine the preliminary principal amount (if any) of the Target Obligations of a CUSIP number that it will purchase, based on the determination of the City of the economic benefit from such purchase, and the Purchase Spread for such Target Obligations (if any) that the City will purchase. Notice of the preliminary principal amount of the Target Obligations of a CUSIP number (if any) that the City will agree to purchase and the Purchase Spread for such Target Obligations (if any) will be provided to the Information Services on the Preliminary Acceptance Date. See “– Preliminary Notice of Acceptance.”

On \_\_\_\_\_, 2024, unless such date is extended by the City (the “**Final Acceptance Date**”), the City will make a final determination of the principal amount of Target Obligations of each CUSIP number that it wishes to purchase (each such principal amount, a “**Purchased Amount**”) from among those Target Obligations of such CUSIP number that were initially accepted for purchase pursuant to the Preliminary Notice of Acceptance (defined herein). No change will be made to the Purchase Spread of any Target Obligations accepted for purchase pursuant to this final

determination. The City shall be under no obligation to purchase any Target Obligation initially accepted on the Preliminary Acceptance Date. The City will determine the amount, if any, of Target Obligations of each CUSIP number that it purchases as specified on the Final Acceptance Date based on its determination of the economic benefit from such purchase. The final determination whether to purchase Target Obligations that were initially accepted for purchase, and, if less than all of the Target Obligations that were initially accepted for purchase are finally accepted for purchase, the reduction of the amounts of Target Obligations that will be purchased, will be made in the order of priority described in “– Priority of Purchases” herein. Notice of the final Purchased Amount for each CUSIP number, the Principal Amount of all Target Obligations (if any) to be purchased, each Purchase Spread (by CUSIP number) for the Target Obligations (if any) that the City will purchase, and if relevant, allocation of the final Purchased Amount to each sinking fund redemption requirement will be provided to the Information Services on the Final Acceptance Date. See “– Final Notice of Acceptance.”

For a description of how each Purchase Spread for the Target Obligations will be determined, see “– Determination of Purchase Spread.” For information on the order of priority in which accepted Offers will be accepted, see “– Priority of Purchases.”

### **Determination of Purchase Spread**

Should the City determine to purchase any Target Obligations, there will be a single Purchase Spread per CUSIP number on which the Purchase Price for each CUSIP number will be based, expressed as a number of basis points and containing no more than one number to the right of the decimal point, determined as described in this section for the Target Obligations of such CUSIP number that the City decides to purchase. The City will determine each Purchase Spread (by CUSIP number) for the Target Obligations that the City decides to purchase by a “**Modified Dutch Auction Procedure**” described in the following paragraphs.

Under the procedure, if the City elects to purchase Target Obligations of a CUSIP number, the City will determine the Purchase Spread upon which the Purchase Price for the Target Obligations of each CUSIP number will be based. The City will provide notice of such Purchase Spread on the Preliminary Acceptance Date (see “– Determination of Amounts to be Purchased” and “– Preliminary Notice of Acceptance”).

The Purchase Spread for the Target Obligations of each CUSIP number does not have to be based on any Offer Spread received, but may be whatever spread the City decides. If a particular CUSIP number does not receive any Offers with an Offer Spread, then the City may determine a Purchase Spread for any Non-Competitive Offers received for such CUSIP number which will be no greater than the Offer Spread Guidance for the particular CUSIP number as indicated on the inside cover page hereof. In no event will a Purchase Spread for Target Obligations in which the City has received a Non-Competitive Offer and at least one Offer with an Offer Spread for the CUSIP number exceed the Offer Spread Guidance by more than 25 basis points. The Target Obligations validly offered at Offer Spreads equal to or greater than the Purchase Spread established by the City for the Target Obligations of each CUSIP number and accepted for purchase by the City will be purchased at the Purchase Price established based on that Purchase Spread established by the City, subject to “– Priority of Purchases.”

The Purchase Spread of each CUSIP number will represent the spread which will be added to the Adjusted Treasury Yield to arrive at a yield (the “**Purchase Yield**”) used to calculate the Purchase Price for the Target Obligations of each CUSIP number. The yield on the relevant Benchmark Treasury Security will be based on the bid-side price of the applicable U.S. Benchmark Treasury as quoted on the Bloomberg Bond Trader FIT series of pages at approximately 10:00 a.m., New York City time, on \_\_\_\_\_, 2024. Each Benchmark Treasury Security will be the most recently auctioned “on-the-run” United States Treasury Security for the maturity indicated as of date and time that each Target Obligation’s Purchase Price is set, currently expected to be \_\_\_\_\_, 2024.

### **Determination of Purchase Price**

The Purchase Price for the Target Obligations of each CUSIP number will be calculated using the market standard bond pricing formula as of the Settlement Date using the applicable Purchase Yield and the maturity date of such Target Obligations, except that for the Target Obligation maturing July 15, 2038 (CUSIP No. 98851W AP8), the average life date of \_\_\_\_\_, 20\_\_, will be used as the assumed maturity date. The total dollar amount to be received by a Holder will equal the product of the Purchase Price expressed as a dollar amount per \$100 principal amount of Target Obligations, and the par amount of such Holder’s Target Obligations validly tendered and accepted

for purchase divided by 100, plus Accrued Interest on such Target Obligations to but not including the Settlement Date. The City will provide notice of the Purchase Spread and the Purchase Price for the Target Obligations of each CUSIP number on the Final Acceptance Date (see “– Determination of Amounts to be Purchased” and “– Final Notice of Acceptance”).

### **Sinking Fund Amortization of Certain Unpurchased Obligations**

The Target Obligation maturing in 2038 is subject to mandatory sinking fund redemption in specified annual principal amounts prior to its respective maturity date. If less than all of the Target Obligation maturing in 2038 is purchased by the City pursuant to this Invitation, each of the original principal amounts to be redeemed on each mandatory sinking fund redemption date or paid at maturity of such Target Obligation may be reduced. The City is permitted to and intends to apply purchases of the Target Obligation maturing in 2038 to any sinking fund redemption requirement of its choosing including, without limit, to the earliest sinking fund requirements. Such application would result in the extension of the average life of such Unpurchased Obligations. As such, those Unpurchased Obligations will continue to be subject to the mandatory sinking fund redemption in annual amounts that will be reflected on a revised mandatory sinking fund redemption schedule.

### **Priority of Purchases**

Offers to sell Target Obligations of a CUSIP number pursuant to this Invitation that are accepted by the City, if any, will be accepted in the following order of priority, such that the aggregate principal amount of Target Obligations of such CUSIP number accepted for purchase does not exceed the Purchased Amount of Target Obligations of such CUSIP number:

- The first Target Obligations to be accepted for purchase will be Target Obligations offered without Offer Spreads (i.e., Non-Competitive Offers).
- The second Target Obligations to be accepted for purchase will be Target Obligations offered at Offer Spreads greater than the applicable Purchase Spread.
- The third Target Obligations to be accepted for purchase will be Target Obligations offered at Offer Spreads equal to the applicable Purchase Spread.

If fewer than all such Target Obligations are accepted for purchase, offers will be accepted on a pro rata basis reflecting the ratio of (a) the Purchased Amount less Target Obligations accepted pursuant to the above bullets divided by (b) the total principal amount of offers at the Purchase Spread. If, as a result of any pro rata acceptance, the City would be required to return a principal amount of Target Obligations of a CUSIP number that is not equal to an Authorized Denomination, the City will, in such manner as it determines in its sole discretion, round up or down the principal amount of Target Obligations of such CUSIP number to be accepted from such affected Holder so that the principal amount of its Target Obligations returned will be equal to an Authorized Denomination. All such determinations and allocations will be final and binding.

### **Preliminary Notice of Acceptance**

On the Preliminary Acceptance Date, the City will determine by CUSIP number the preliminary principal amount (if any) of the Target Obligations that it will purchase at the Purchase Spread, based on its determination of the economic benefit from such purchases. Notice of the preliminary principal amounts of Target Obligations of each CUSIP number and each sinking fund installment, if applicable, to be purchased will be provided to the Information Services on the Preliminary Acceptance Date (the “**Preliminary Notice of Acceptance**”). This notification will state the preliminary principal amount of the Target Obligations of each CUSIP number that the City will agree to purchase in accordance with this Invitation, which may be zero, and each Purchase Spread for the Target Obligations (if any) that the City will purchase.

### **Notice of Purchase Prices**

On the day that the yields on the Benchmark Treasury Securities and the Purchase Prices are determined, currently expected to be \_\_\_\_\_, 2024, the City will provide notice of such yields and the resulting Purchase Yields

and Purchase Prices for the Target Obligations indicated in the Preliminary Notice of Acceptance to the Information Services (the “**Notice of Purchase Prices**”).

### **Final Notice of Acceptance**

All Offers will become irrevocable as of 5:00 p.m., New York City time, on the Expiration Date, subject to change as set forth in “– Extension, Cancellation and Amendment; Changes to Terms.”

On the Final Acceptance Date, the City will make a final determination of the Purchased Amount of Target Obligations of each CUSIP number that it wishes to purchase from among those Target Obligations that were initially accepted for purchase pursuant to the Preliminary Notice of Acceptance and, if relevant, allocation of the final Purchased Amount to each sinking fund redemption requirement of the Target Obligations. Notice of the final Purchased Amount of each CUSIP number and the aggregate principal amount of all Target Obligations to be purchased will be provided to the Information Services on the Final Acceptance Date (the “**Final Notice of Acceptance**”). This notification will state the Purchased Amount of the Target Obligations of each CUSIP number that the City has agreed to purchase, which may be zero, and the Purchase Spread and Purchase Price for the Target Obligations of each CUSIP number (if any) that the City will purchase.

If, as of the Final Acceptance Date, the City accepts any Offer, the accepted Offer will constitute an irrevocable agreement by the offering Holder to sell and the City to purchase such Target Obligations, subject to satisfaction or waiver of all conditions to the City’s obligation to purchase tendered Target Obligations. Notwithstanding the prior sentence, the City may cancel this Invitation at any time prior to the Settlement Date. The City will have no obligation to purchase Target Obligations if this Invitation is canceled. See “– Extension, Cancellation and Amendment; Changes to Terms.”

### **Settlement Date; Purchase of Target Obligations**

Subject to satisfaction of all conditions to the City’s obligation to purchase Target Obligations offered and accepted for purchase pursuant to this Invitation, as described herein, including, without limitation, the Conditions to Purchase, on the Settlement Date, the City will purchase and pay for all Target Obligations validly tendered for sale to the City pursuant to accepted Offers, at the applicable Purchase Price, plus Accrued Interest and the tendering Holders will sell such Target Obligations to the City for such consideration.

If the conditions to the City’s obligation to purchase Target Obligations are satisfied or waived, the City will pay the Aggregate Purchase Price in immediately available funds on the Settlement Date by deposit of such amount with DTC. The City expects that, in accordance with DTC’s standard procedures, DTC will transmit amounts sufficient to purchase the tendered Target Obligations at the Purchase Price in immediately available funds to its participant financial institutions that hold such tendered Target Obligations for delivery to the Holders. **None of the City, the Dealer Manager or the Information Agent and Tender Agent has any responsibility or liability for the distribution of such amounts by DTC or its participant financial institutions to Holders.**

### **Extension, Cancellation and Amendment; Changes to Terms**

The City may extend this Invitation by notice given to the Information Services at any time but no later than the first Business Day following the previously scheduled Expiration Date, or any prior extension thereof. Notice of an extension of the Expiration Date will be effective when such notice is given.

The City may extend the Preliminary Acceptance Date, the Final Acceptance Date, and/or the Settlement Date by notice given to the Information Services at any time but no later than the first Business Day following the previously scheduled Preliminary Acceptance Date, Final Acceptance Date, and/or Settlement Date, as applicable, or any prior extension thereof. Notice of an extension of the Preliminary Acceptance Date, the Final Acceptance Date, and/or the Settlement Date will be effective when such notice is given.

The City may amend, waive the terms of, or otherwise modify this Invitation at any time on or prior to the Expiration Date, by giving notice to the Information Services of such amendment, waiver, or other modification. The amendment, waiver, or modification will be effective at the time specified in such notice.

The City may, at any time prior to the Settlement Date, cancel this Invitation for any reason in the City's sole discretion by giving notice to the Information Services of such cancellation. The City will have no obligation to purchase Target Obligations if cancellation of this Invitation occurs or if the City fails to accept Offers.

If the City amends, modifies, or waives any of the terms or conditions of this Invitation in any respect, the City may (but is not required to) disseminate additional Invitation materials and extend this Invitation to the extent required to allow, in the City's judgment, reasonable time for dissemination to Holders and for Holders to respond.

No extension or amendment or other modification or waiver of the terms or conditions of this Invitation will change the City's right to decline to purchase Target Obligations without liability on the conditions stated herein or give rise to any liability of the City or the Information Agent and Tender Agent to any Holder or nominee.

### **ADDITIONAL CONSIDERATIONS**

*None of the City, the Dealer Manager or the Information Agent and Tender Agent makes any recommendation that any Holder tender or refrain from tendering all or any portion of the Target Obligations. Each Holder must make its decision and should read this Invitation and consult with its broker, account executive, financial advisor and/or other financial professional in making such decision.*

In deciding whether to submit an Offer in response to this Invitation, each Holder should consider carefully, in addition to the other information contained in this Invitation, the following:

**Unpurchased Obligations.** Holders of Unpurchased Obligations will continue to hold such Unpurchased Obligations and such Unpurchased Obligations will remain outstanding. See "INTRODUCTION – Unpurchased Obligations" herein. The average life of those Unpurchased Obligations that are term obligations subject to annual sinking fund redemption may be extended. See "TERMS OF THIS INVITATION – Sinking Fund Amortization of Certain Unpurchased Obligations" herein.

**Future Refunding or Tender.** The City may refund (on an advance or current basis), or defease, all or any portion of the Unpurchased Obligations or may invite Holders to tender such Target Obligations for purchase by the City. Accordingly, it is possible that such Target Obligations would be redeemed or purchased at a more or less advantageous price than will be available through this Invitation sometime in the future as part of another transaction.

**Market for Target Obligations.** The Target Obligations are not listed on any national or regional securities exchange. To the extent that the Target Obligations are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Holders may be able to sell Target Obligations at a price greater than the Purchase Price(s).

**Ratings.** As of the date of this Invitation, the Target Obligations are rated "AA-" by Fitch Ratings, Inc. and "AA-" by S&P Global Ratings, a division of Standard & Poor's Financial Services LLC. The ratings of the Target Obligations by each rating agency reflect only the views of such organization and any desired explanation of the significance of such ratings and any outlooks or other statements given by such rating agency with respect thereto should be obtained from such rating agency.

There is no assurance that the current ratings assigned to the Target Obligations will continue for any given period of time or that any of such ratings will not be revised upward or downward, suspended, or withdrawn entirely by any rating agency. Any such upward or downward revision, suspension, or withdrawal of such ratings may have an effect on the availability of a market for or the market price of the Target Obligations. Each Holder should review these ratings and consult with its Financial Representatives concerning them.

**Certain Potential Effects of this Invitation on Target Obligations Not Purchased pursuant to this Invitation.** The purchase of Target Obligations by the City may have certain potential adverse effects on owners of Unpurchased Obligations, including that the principal amount of the Unpurchased Obligations available to trade publicly will be reduced, which could adversely affect the liquidity and market value of the Unpurchased Obligations. The average life of Unpurchased Obligations that are Target Obligations maturing July 15, 2038 (CUSIP No. 98851W AP8) may change.

## SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES

### General Matters

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) that tender their Target Obligations for cash. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective tendering Holders should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the “**IRS**”) with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not address U.S. tax consequences applicable to any given Holder, nor does it address the U.S. tax considerations applicable to all categories of Holders, some of which may be subject to special taxing rules (regardless of whether or not such Holders constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates, and trusts, Holders that hold their Target Obligations as part of a hedge, straddle, or an integrated or conversion transaction, or Holders whose “functional currency” is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address: (a) alternative minimum tax consequences, (b) the net investment income tax imposed under Section 1411 of the Internal Revenue Code of 1986 (the “**Code**”), or (c) the indirect effects on persons who hold equity interests in a Holder. This summary also does not consider the taxation of the Target Obligations under state, local, or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to Holders who will hold their Target Obligations as “capital assets” within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the Target Obligations other than investors that are U.S. Holders. As used herein, “**U.S. Holder**” means a Holder of a Target Obligation that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Target Obligations, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Target Obligations, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Target Obligations (including their status as U.S. Holders).

ANY FEDERAL INCOME TAX DISCUSSIONS IN THIS INVITATION ARE INCLUDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE CONSTRUED AS A TAX OPINION NOR TAX ADVICE TO HOLDERS BY THE CITY, THE DEALER MANAGER, THE INFORMATION AGENT AND TENDER AGENT, OR ANY OF THE CITY’S ADVISORS OR AGENTS. SUCH DISCUSSIONS ALSO DO NOT PURPORT TO ADDRESS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO PARTICULAR HOLDERS (E.G., A FOREIGN PERSON, BANK, THRIFT INSTITUTION, PERSONAL HOLDING COMPANY, TAX EXEMPT ORGANIZATION, REGULATED INVESTMENT COMPANY, INSURANCE COMPANY, OR OTHER BROKER OR DEALER IN SECURITIES OR CURRENCIES). HOLDERS SHOULD NOT RELY ON SUCH DISCUSSIONS AND ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET OBLIGATIONS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN THE TAX LAWS. IN ADDITION TO FEDERAL TAX CONSEQUENCES, THE SALE OF TARGET OBLIGATIONS MAY BE TREATED AS A TAXABLE EVENT FOR STATE, LOCAL AND FOREIGN TAX PURPOSES. HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET OBLIGATIONS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN THE TAX LAWS.

### Tendering U.S. Holders

The purchase by the City for cash of a validly tendered Target Obligation will be a taxable event for U.S. federal

income tax purposes. In such event, in general, a U.S. Holder will recognize gain or loss equal to the difference between (a) the amount of cash received (except to the extent attributable to accrued but unpaid interest on the Target Obligation, which will be taxed as ordinary interest income ) and (b) the U.S. Holder's adjusted U.S. federal income tax basis in the Target Obligation (generally, the purchase price paid by the U.S. Holder for the Target Obligation, decreased by any amortized acquisition premium, and increased by the amount of any original issue discount previously included in income by such U.S. Holder with respect to such Target Obligation or otherwise required to be added to the cost basis of the U.S. Holder in such Target Obligation). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Target Obligations holding the Target Obligation for a period exceeding one year, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income. The deductibility of capital losses is subject to limitations.

### **Backup Withholding**

Amounts paid to Holders may be subject to backup withholding by reason of the events specified by Section 3406 of the Code, which events include failure of a Holder to supply the broker, dealer, commercial bank, or trust company acting on behalf of such Holder with such Holder's taxpayer identification number certified under penalty of perjury. Certification can be made by completing a substitute IRS Form W-9, a copy of which is available from the Information Agent and Tender Agent. Backup withholding may also apply to Holders who are otherwise exempt from such backup withholding if such Holders fail to properly document their status as exempt recipients.

### **DEALER MANAGER**

The City has retained Stifel, Nicolaus & Company, Incorporated, as Dealer Manager for this Invitation. The City has agreed to pay to the Dealer Manager a fee for its services and to reimburse the Dealer Manager for its reasonable expenses relating to this Invitation. References in this Invitation to the Dealer Manager are to Stifel, Nicolaus & Company, Incorporated only in its capacity as Dealer Manager. The compensation of the Dealer Manager is based upon the amount of Target Obligations accepted for purchase by the City.

The Dealer Manager may contact Holders regarding this Invitation and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this Invitation to beneficial owners of the Target Obligations.

The Dealer Manager, together with its affiliates, comprises a full-service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Dealer Manager and its affiliates may have, from time to time, performed and may in the future perform, various investment banking services for the City for which it received or will receive fees and expenses. In the ordinary course of their various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities and financial instruments which may include bank loans and/or credit default swaps) for their own accounts and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment securities activities may involve securities and instruments of the City, including the Target Obligations. Affiliates of the Dealer Manager may have holdings of Target Obligations that they are unable to disclose for legal or regulatory reasons.

The Dealer Manager is not acting as financial or municipal advisor to the City in connection with this Invitation.

### **INFORMATION AGENT AND TENDER AGENT**

The City has selected Globic Advisors Inc. to act as the Information Agent and Tender Agent in connection with this Invitation, and has authorized Stifel, Nicolaus & Company, Incorporated to engage the Information Agent and Tender Agent to advise the City and the Dealer Manager as to such matters related to this Invitation. The City has agreed to pay the Information Agent and Tender Agent for its services and to reimburse it for its reasonable out-of-pocket costs and expenses related to this Invitation.

## MISCELLANEOUS

No one has been authorized by the City, the Dealer Manager, or the Information Agent and Tender Agent to recommend to any Holders whether to offer to sell Target Obligations in response to this Invitation or the amount of Target Obligations to offer or the price or spread, as applicable, at which they are offered, and none of the City, the Dealer Manager, or the Information Agent and Tender Agent makes any recommendation that any Holder offer to sell at any spread (or refrain from offering) all or any portion of such Holder's Target Obligations. No one has been authorized by the City, the Dealer Manager, or the Information Agent and Tender Agent to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation, and any such recommendation, information, and representations given or made cannot be relied upon as having been authorized by the City, the Dealer Manager, or the Information Agent and Tender Agent. Holders must make these decisions and should read this Invitation and consult with their Financial Representative in doing so.

**The Information Agent and Tender Agent for this Invitation is:**

**Globic Advisors Inc.**  
**Attn: Robert Stevens**  
**485 Madison Ave, 7th Floor**  
**New York, New York 10022**  
**Phone: (212) 227-9622**  
**Email: [rstevens@globic.com](mailto:rstevens@globic.com)**

**The Dealer Manager for this Invitation is:**

**Stifel, Nicolaus & Company, Incorporated**

**Attn: \_\_\_\_\_**

\_\_\_\_\_

**Phone: \_\_\_\_\_**

**Email: \_\_\_\_\_**

Dated: \_\_\_\_\_, 2024

Dealer Manager Agreement

[Invitation Posting  
Date], 2024

Stifel, Nicolaus & Company, Incorporated  
2801 East Camelback Road, Suite 300  
Phoenix, Arizona 85016

City of Yuma, Arizona  
One City Hall  
P.O. Box 13012  
Yuma, Arizona 85366-3012

Ladies and Gentlemen:

The City of Yuma, Arizona (the “City”) proposes to make a tender offer (together with any amendments, supplements or extensions thereof, the “Offer”) to purchase a portion of the City’s Pledged Revenue Obligations, Taxable Series 2021 (the “Obligations”) identified on page (i) of the hereinafter defined Invitation to Tender Obligations. The Offer will be on the terms and subject to the conditions set forth in the Invitation to Tender Obligations, dated [Invitation Posting Date], 2024 (the “Invitation to Tender Obligations”), a copy of which is attached hereto as Exhibit A.

The Invitation to Tender Obligations and all other documents, if any, filed or to be filed by the City with any Agency (as defined herein) relating to the Offer or sent to holders of the Obligations and such other documents (including, without limitation, any advertisements, press releases or summaries relating to the Offer and any forms of letters to brokers, dealers, banks, trust companies and other nominees relating to the Offer) as the City may authorize for use in connection with the Offer, as amended or supplemented from time to time, are collectively referred to as the “Offer Materials.” Capitalized terms used herein without definition have the meanings ascribed thereto in the Offer Materials.

1. Engagement. (a) The City hereby engages Stifel, Nicolaus & Company, Incorporated to act as its exclusive dealer manager (the “Dealer Manager”) in connection with the Offer, and, on the basis of the representations, warranties and agreements contained herein, the Dealer Manager hereby accepts such engagement upon the terms and subject to the conditions set forth in this agreement (this “Agreement”).

(b) The Dealer Manager agrees, in accordance with its customary practice, to perform those services in connection with the Offer as are customarily performed by investment banks in

connection with tender offers of like nature, including, without limitation, using reasonable best efforts to solicit tenders of the Obligations in the United States pursuant to the Offer and communicating generally in the United States regarding the Offer with brokers, dealers, commercial banks and trust companies and other holders of the Obligations. The parties acknowledge and agree that the Dealer Manager may perform certain of its services contemplated hereby through its affiliates and any of its affiliates performing services hereunder shall be entitled to the benefits and be subject to the terms and conditions of this Agreement. However, the City and the Dealer Manager acknowledge that the City will make the final determination of the price or price range for the Offer.

(c) The City authorizes the Dealer Manager to communicate with Globic Advisors (the “Tender Agent”), who has been engaged by the City to serve as the tender agent and as the information agent with respect to matters relating to the Offer. The City has instructed or will instruct the Tender Agent to advise the Dealer Manager at least daily as to the principal amount of Obligations that have been tendered pursuant to the Offer and such other matters in connection with the Offer as the Dealer Manager may reasonably request.

(d) The City will use its reasonable best efforts to cause the Dealer Manager to be provided with lists or other records in such form as the Dealer Manager may reasonably request showing the names and addresses of, and the principal amount of Obligations held by, the holders of the Obligations as of a recent date and will use its reasonable best efforts to cause the Dealer Manager to be advised from day to day during the period of the Offer as to any transfers of the Obligations. [As of the date of this Agreement, the Dealer Manager does not hold any of the Obligations. One or more affiliates of the Dealer Manager may hold the Obligations for their own account or for the account of their customers.][Confirm.] To the extent affiliates of the Dealer Manager hold any of the Obligations, these affiliates would be engaged like any other investor or holder of the Obligations.

(e) The Offer Materials have been or will be prepared and approved by, and are the sole responsibility of, the City. The City will furnish the Dealer Manager, at its expense, with as many copies as the Dealer Manager may reasonably request of the Offer Materials and the Dealer Manager is authorized to use copies of the Offer Materials in connection with the performance of its duties hereunder. The City represents and warrants that all information made available to the Dealer Manager by the City or contained in the documents prepared in connection with the Offer Materials is, and will be at all times during the period of the engagement of the Dealer Manager hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

(f) The City further represents and warrants that any projections contained in the Offer Materials will have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable.

(g) The City acknowledges and agrees that in rendering its services hereunder, the Dealer Manager will be using and relying upon, without any independent investigation or verification thereof, all information that is or will be furnished to the Dealer Manager by or on behalf of the City and on publicly available information, and the Dealer Manager will not in any

respect be responsible for the accuracy or completeness of any of the foregoing kinds of information, and that the Dealer Manager will not undertake to make an independent appraisal of any such information.

(h) The City understands that in rendering services hereunder the Dealer Manager does not provide accounting, legal or tax advice and will rely upon the advice of counsel to the City and other advisors to the City as to accounting, legal, tax and other matters relating to the Obligations or any other transaction contemplated by this Agreement.

(i) The City will cause copies of the Offer Materials to be mailed or otherwise delivered or made available to each holder of the Obligations as soon as practicable after the preparation thereof, and thereafter, to the extent practicable and until the expiration of the Offer, to each person who becomes a holder of the Obligations.

(j) The City will advise the Dealer Manager promptly, after it receives notice, or otherwise becomes aware, of (i) the occurrence of any event that could reasonably be expected to cause the City to withdraw, rescind or terminate the Offer or would permit the City to exercise any right not to purchase Obligations tendered pursuant to the Offer, (ii) the occurrence of any event, or the discovery of any fact, the occurrence or existence of which would require the making of any change in any of the Offer Materials then being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect, (iii) any proposal by the City or requirement to make, amend or supplement any Offer Materials, (iv) any material developments in connection with the Offer, including, without limitation, the commencement of any lawsuit concerning the Offer, (v) the issuance by any Agency of any comment or order or the taking of any other action concerning the Offer (and, if in writing, the City will furnish the Dealer Manager with a copy thereof), and (vi) any other information relating to the Offer, the Offer Materials or this Agreement that the Dealer Manager may from time to time reasonably request.

(k) The City acknowledges and agrees that the Dealer Manager shall have no liability (in tort, contract or otherwise) to the City, its affiliates or any other person for any losses, claims, damages, liabilities and expenses (each a “Loss” and, collectively, the “Losses”) arising from any act or omission on the part of any broker or dealer in securities (a “Dealer”), bank, trust company, nominee or any other person in connection with the Offer, and neither the Dealer Manager nor any of their affiliates shall be liable for any Losses arising from their own acts or omissions in performing their obligations as a Dealer Manager or as a Dealer in connection with the Offer, except for any such Losses that are finally judicially determined by a court of competent jurisdiction to have resulted primarily from their bad faith, negligence or willful misconduct. The City further agrees that it will reimburse the Dealer Manager for any damages actually paid by the Dealer Manager as a result of a final judgment entered against the Dealer Manager with respect to damages which specifically arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Offer Materials, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In soliciting or obtaining tenders of the Obligations, no Dealer, bank, trust company, nominee or other person is to be deemed to be acting as the agent of the Dealer Manager or the agent of the City, and the Dealer Manager shall not be deemed an agent of any Dealer, bank, trust company, nominee or other person or the agent or fiduciary of the City or an agent or fiduciary of

any of its affiliates, equity holders, creditors or of any other person. In soliciting or obtaining tenders of the Obligations, the Dealer Manager shall not be nor shall the Dealer Manager be deemed for any purpose to act as a partner or joint venturer of, or a member of a syndicate or group with, the City or any of its affiliates in connection with the Offer, any purchase of Obligations, and neither the City nor any of its affiliates shall be deemed to act as agents of the Dealer Manager. The City shall have sole authority for the acceptance or rejection of any and all tenders of the Obligations.

(l) The City acknowledges and agrees that (i) the Dealer Manager has been retained solely to provide the services set forth herein, and in rendering such services the Dealer Manager shall act as an independent contractor and any duties arising out of the Dealer Manager's engagement hereunder shall be owed solely to the City, (ii) the Dealer Manager is a securities firm engaged in securities trading and brokerage activities and providing investment banking and financial advisory services, and in the ordinary course of business, the Dealer Manager and the Dealer Manager's affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities (including any securities that may be subject to the transactions contemplated hereby) of the City, its affiliates or other entities that may be involved in the transactions contemplated hereby and as such, owes no fiduciary duty to the City, (iii) the Dealer Manager is not (x) an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction, or (y) a financial advisor (including municipal advisors as defined in Section 975(c) of the Dodd Frank Wall Street Reform and Consumer Protection Act), and the City must consult with its own advisors concerning such matters and will be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Dealer Manager shall have no responsibility or liability to the City with respect thereto, and (iv) the Dealer Manager has financial and other interests that differ from those of the City.

(m) The City has made, or instructed the Tender Agent to make, appropriate arrangements with The Depository Trust Company ("DTC") to allow for the book-entry movement of tendered Obligations between DTC participants and the Tender Agent.

2. Compensation and Expenses. (a) The City agrees to pay the Dealer Manager from any legally available monies, as compensation for its services as dealer manager in connection with the Offer, an aggregate fee equal to \$\_\_\_\_\_ per \$1,000 principal amount of Obligations purchased pursuant to the Offer. The foregoing fee will be payable on the payment date for the Obligations purchased in the Offer or such other date as may be agreed by the City and the Dealer Manager.

(b) The City further agrees to pay directly or reimburse the Dealer Manager, as the case may be, from any legally available monies, for (i) all expenses incurred in relation to the preparation, printing, filing, mailing or other distribution of all Offer Materials, (ii) all fees and expenses of the Tender Agent, (iii) all advertising charges in connection with the Offer, including those of any public relations firm or other person or entity rendering services in connection therewith, (iv) all fees, if any, payable to dealers (including the Dealer Manager) and banks, trust companies and other nominees as reimbursement for their customary mailing and handling fees and expenses incurred in forwarding the Offer Materials to their customers, and (v) all other fees and expenses incurred by the Dealer Manager in connection with the Offer or otherwise in

connection with the performance of its services hereunder (including all reasonable fees and disbursements of its outside legal counsel). All payments to be made by the City pursuant to this Section 2(b) shall be made reasonably promptly after the earlier of (x) the expiration or termination of the Offer, or (y) the Dealer Manager's withdrawal as dealer manager, against delivery to the City of invoices or statements therefor. The City shall perform its obligations set forth in this Section 2(b) whether or not the Offer is commenced or the City acquires any Obligations pursuant to the Offer.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and agrees (i) on and as of the date on which the Offer is commenced, (ii) on and as of any date on which Offer Materials are distributed to holders of the Obligations, (iii) on the expiration date of the Offer, and (iv) on and as of the payment date or dates for Obligations purchased pursuant to the Offer that:

(a) The City is duly organized and validly incorporated as a municipal corporation in accordance with the Constitution and laws of the State of Arizona (the "State" or "Arizona") and has the power and authority to take, and has taken, all necessary action to authorize (i) the Offer and the obtaining of the necessary funds therefor, (ii) the purchase of Obligations by the City pursuant to the Offer, and (iii) the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby; and it has taken or will take all necessary corporate action to authorize any amendments or supplements to, or modification of, the Offer and the Offer Materials.

(b) This Agreement has been duly authorized, executed and delivered by the City and, assuming that this Agreement is a valid and legally binding obligation of the Dealer Manager, constitutes a valid and legally binding obligation of the City enforceable against it in accordance with its terms, except as enforceability may be limited by the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing (the "Enforceability Exceptions") and except as the enforceability of the indemnity provisions thereof may be limited by law or considerations of public policy.

(c) The Offer Materials comply, and at all times during the period of the Offer will comply, in all material respects with all applicable requirements of the federal securities laws; and the Offer Materials do not, and at all times during the period of the Offer will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

(d) The Offer, the financing for the Offer, the purchase of Obligations by the City pursuant to the Offer, the execution, delivery and performance by the City of this Agreement and the consummation of the transactions contemplated hereby, do not and will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City pursuant to, any indenture, note, mortgage, deed of trust, loan or credit agreement or other agreement or instrument to which the City is a party or by which the City is bound or to

which any of the property or assets of it is subject, or (ii) result in the violation of any law or statute or any judgment, order, rule or regulation of any Agency having jurisdiction over the City or any of its properties or assets, except, in the case of clauses (i) and (ii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a material adverse effect on the business, properties, management, financial condition, results of operations or prospects of the City taken as a whole or on the making and consummation of the Offer and the transactions contemplated hereby (a “Material Adverse Effect”).

(e) No consent, approval, authorization, order, registration, qualification or other action of, or filing with or notice to, any Agency is required in connection with the execution, delivery and performance by the City of this Agreement or the making or consummation by the City of the Offer or the consummation of the other transactions contemplated by this Agreement or the Offer Materials.

(f) The City has made arrangements to obtain funds sufficient to enable the City to pay promptly, upon the terms and subject to the conditions of the Offer, the consideration (and related costs) of the Obligations which the City will offer to purchase in connection with the Offer. The City hereby agrees that it will pay promptly, in accordance with the terms and conditions of the Offer and this Agreement, the consideration (and related costs) for Obligations that the City has offered to pay in connection with the Offer and to pay the fees and expenses payable hereunder.

(g) No stop order, restraining order or denial of an application for approval has been issued and no proceedings, litigation or investigation have been initiated or, to the best of the City’s knowledge, threatened before any Agency with respect to the making or consummation of the Offer (including the obtaining or use of funds to purchase Obligations pursuant to the Offer) or the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated by this Agreement or the Offer Materials or with respect to the ownership of Obligations by the City.

(h) Except as may have been publicly disclosed prior to the date hereof, since June 30, 2023, there has not been any material adverse change, or any development involving a prospective material adverse change, in the business, properties, management, financial condition, results of operations or prospects of the City taken as a whole, or any development that would reasonably be expected to have a Material Adverse Effect.

(i) In connection with the Offer, the City has complied, and will continue to comply, in all material respects with the applicable provisions of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules and regulations promulgated thereunder by the Securities Exchange Commission (the “Commission”), including, without limitation, Sections 10 and 14 of the Exchange Act and Rules 10b-5 and 14e-1 thereunder, or any other applicable law, rule or regulation.

4. Conditions to Obligations of the Dealer Manager. The Dealer Manager’s obligation to act as dealer manager hereunder shall at all times be subject to the conditions that all representations, warranties and other statements of the City contained herein are now, and at all times during the period of the Offer (including as of the payment dates for Obligations purchased

in the Offer) shall be, true and correct, and the City at all times shall have performed in all material respects all of its obligations hereunder. The City agrees to deliver to the Dealer Manager on each payment date for Obligations purchased in the Offer an officer's certificate signed by the City Administrator of the City or other officer of the City reconfirming as of such date the accuracy of the representations and warranties contained herein and the performance by the City of, its obligations hereunder. The Dealer Manager's obligation to act is further subject to no stop order, restraining order or injunction having been issued by the Commission or any court of competent jurisdiction, and no litigation having been commenced or threatened before the Commission or any court, with respect to (i) the making or the consummation of the Offer, (ii) the execution, delivery or performance by the City of this Agreement, or (iii) any of the transactions in connection with, or contemplated by, the Offer Materials which the Dealer Manager or its legal counsel in good faith believes makes it impossible for the Dealer Manager to continue to render services pursuant hereto and it shall not have otherwise become unlawful under any law or regulation, federal, state or local, for the Dealer Manager so to act, or continue so to act, as the case may be.

5. Opinion of Counsel. The City shall deliver to the Dealer Manager an opinion addressed to the Dealer Manager of Greenberg Traurig, LLP, Special Counsel, in substantially the form of Exhibit B hereto. Such opinion shall be dated the date hereof and delivered to the Dealer Manager on the date hereof. In the event of an amendment to the Offer (other than an amendment solely to extend the expiration date of the Offer), the City will also furnish the Dealer Manager, from time to time, up to the completion of the Offer, any further opinion of counsel, satisfactory to their counsel, as the Dealer Manager may reasonably request.

6. Termination.

(a) Subject to Section 7 below, this Agreement may be terminated by the City, at any time upon notice to the Dealer Manager, if (i) at any time prior to the Settlement Date, the Offer is terminated or withdrawn by the City for any reason, or (ii) the Dealer Manager does not comply in all material respects with any covenant in Section 1.

(b) Subject to Section 7 below, this Agreement may be terminated by the Dealer Manager, at any time upon notice to the City, if (i) at any time prior to the Settlement Date, the Offer is terminated or withdrawn by the City for any reason, (ii) the City does not comply in all material respects with any covenant specified in Section 1, (iii) the City shall publish, send or otherwise distribute any amendment or supplement to the Offer Materials to which the Dealer Manager shall reasonably object or which shall be reasonably disapproved by the counsel to the Dealer Manager or (iv) the Dealer Manager cancels the Agreement pursuant to Section 4.

7. Survival. The provisions of Sections 1(h), 2, 3, 8, 9, 10, 11 and 12 hereof shall remain operative and in full force and effect regardless of (i) any failure by the City to commence, or the withdrawal, termination or consummation of, the Offer, (ii) any investigation made by or on behalf of any party hereto, (iii) any withdrawal by either Dealer Manager as a dealer manager, and (iv) any termination of this Agreement.

8. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given (and shall be deemed to have been given upon receipt) by delivery in person, by telecopy, by registered or certified mail (postage

prepaid, return receipt requested) or other acceptable electronic means to the applicable party at the addresses indicated below:

- (a) if to the Dealer Manager:

Stifel, Nicolaus & Company, Incorporated  
2801 East Camelback Road, Suite 300  
Phoenix, Arizona 85016  
Attention: Mark Reader, Managing Director

- (b) if to the City:

City of Yuma, Arizona  
One City Hall  
P.O. Box 13012  
Yuma, Arizona 85366-3012  
Attention: City Administrator

9. Governing Law; Waiver of Jury Trial; Submission to Jurisdiction. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State. The City, to the extent permitted by law, and the Dealer Manager irrevocably agree to waive trial by jury in any action, proceeding, claim or counterclaim brought by or on behalf of either party related to or arising out of this Agreement or the performance of services hereunder. The City hereby (i) submits to the jurisdiction of any Arizona State or federal court sitting in Yuma County with respect to any actions and proceedings arising out of, or relating to, this Agreement, (ii) agrees that all claims with respect to such actions or proceedings may be heard and determined in such Arizona State or federal court, (iii) waives the defense of an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10. Benefit. This Agreement shall inure to the benefit of and be binding upon the City, the Dealer Manager and their respective successors and assigns. Subject to the foregoing, nothing in this Agreement is intended, or shall be construed, to give to any other person or entity any right hereunder or by virtue hereof.

11. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements and arrangements, written or oral, with respect thereto. This Agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this Agreement. In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, which shall remain in full force and effect. This Agreement may not be assigned by either party hereto without the other party's prior written consent. None of the parties hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility

thereof. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

12. Cancellation of Contract. Pursuant to Section 38-511, Arizona Revised Statutes the State, its political subdivisions or any department or agency of either may, at any time within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter thereof. Such cancellation of a contract by the State, its political subdivisions or any department or agency of either shall be effective when written notice from the Governor of the State or from the department or agency is received by all other parties to the contract, unless the notice specifies a later time. In addition to the right to cancel a contract, the State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

[Signature page follows.]

Please indicate your willingness to act as dealer manager and your acceptance of the foregoing provisions by signing in the space provided below for that purpose and returning to the City a copy of this Agreement so signed, whereupon this Agreement and the Dealer Manager's acceptance shall constitute a binding agreement between the parties hereto.

Very truly yours,

CITY OF YUMA, ARIZONA

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

Name:

Title:

Accepted as of the  
date first above written:

STIFEL, NICOLAUS & COMPANY, INCORPORATED

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

Name:

Title:

[Signature page to Dealer Manager Agreement]

Invitation to Tender Obligations

Form of Opinion of Greenberg Traurig, LLP, Special Counsel

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Invitation Posting Date], 2024

Stifel, Nicolaus & Company, Incorporated  
2801 East Camelback Road, Suite 300  
Phoenix, Arizona 85016

Re: City of Yuma, Arizona Invitation to Tender its Pledged Revenue  
Obligations, Taxable Series 2021

We have served as special counsel to our client the City of Yuma, Arizona (the “**City**”) in connection with (i) an Invitation to Tender, dated [Invitation Posting Date], 2024 (the “**Invitation to Tender**”), inviting owners of certain maturities and interest rates of the City of Yuma, Arizona Pledged Revenue Obligations, Taxable Series 2021 (the “**Series 2021 Obligations**”), previously executed and delivered on behalf of the City, to tender their Series 2021 Obligations in exchange for cash in the amount specified in the Invitation to Tender and (ii) the Dealer Manager Agreement, dated [Invitation Posting Date], 2024 (the “**Dealer Manager Agreement**”), between the City and Stifel, Nicolaus, & Company, Incorporated as dealer manager (the “**Dealer Manager**”). This opinion is being issued to you pursuant to Section 5 of the Dealer Manager Agreement as dealer manager. Capitalized terms not otherwise defined in this letter are used as defined in the Dealer Manager Agreement.

In our capacity as special counsel, we have reviewed executed counterparts of the Offer Materials and the Dealer Manager Agreement and such other documents, matters and law as we deem necessary to render the opinions and advice set forth in this letter.

Based upon the foregoing, and subject to the qualifications and assumptions set forth below, we are of the opinion that:

1. The Invitation to Tender, the Offer and the actions of the City in connection with the Offer as set forth in the Offer Materials is exempt from the provisions of Section 14(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), Regulations 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder.
2. The Dealer Manger Agreement has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City.

3. The City has duly approved and authorized the distribution and use of the Offer Materials in connection with the offer to tender and purchase of the Series 2021 Obligations by the City.
4. The City is duly organized and validly existing under the Constitution and laws of the State of Arizona, and has all requisite power and authority thereunder (a) to adopt the Authorizing Resolution, adopted on \_\_\_\_\_, 2024 (the “Authorizing Resolution”), and to enter into and perform its covenants and agreements under the Authorizing Resolution and the Dealer Manager Agreement; (b) to approve and authorize the use and distribution of the Offer Materials; and (c) to carry out and consummate all other transactions of the City contemplated by the Authorizing Resolution and the Dealer Manager Agreement and those described in the Offer Materials insofar as such transactions and documents relate to the invitation to tender and purchase the Series 2021 Obligations. The City has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions of the City contemplated by the Authorizing Resolution and the Dealer Manager Agreement and those described in the Offer Materials insofar as such transactions and documents relate to the invitation to tender and purchase the Series 2021 Obligations except that no opinion is expressed with respect to compliance with state blue sky laws.
5. The City has duly authorized (a) the Authorizing Resolution and the due performance of its obligations under the Trust Agreement, dated as of February 1, 2021, by and between the City and U.S. Bank Trust Company, National Association, as successor trustee (the “Trust Agreement”); (b) the execution and delivery of, and the due performance of its obligations under, the Dealer Manager Agreement; and (c) the taking of any and all actions as may be required on the part of the City to carry out, give effect to and consummate the transactions of the City contemplated by the Authorizing Resolution, Dealer Manager Agreement and those described in the Offer Materials insofar as such transactions and documents relate to the invitation to tender and purchase the Series 2021 Obligations.
6. The execution and delivery by the City of the Dealer Manager Agreement and compliance with the provisions of the Authorizing Resolution and the Dealer Manager Agreement do not and will not conflict with or violate any federal or Arizona constitution or statutory provision or the provisions of the Trust Agreement.

The legal opinions stated immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the City.

Further, the opinion in paragraph (1) is based upon the Series 2021 Obligations being “municipal securities” within the meaning of Section 3(a)(29) of the Exchange Act and therefore “exempted securities” within the meaning of Section 3(a)(12) of the Exchange Act.

The rights of the Dealer Managers under the Dealer Manager Agreement and the enforceability of the Dealer Manager Agreement and the Trust Agreement are subject to to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

We also advise you that the statements in the Invitation to Tender under the caption [“SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES,”] are accurate and fairly present the information purported to be shown and nothing has come to our attention to cause us to believe that the Offer Materials contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, *provided, however*, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Offer Materials with respect to any financial, technical, statistical, accounting or demographic data or forecasts, or any information about the book-entry system and The Depository Trust Company or the [ATOP] (as defined in the Invitation to Tender) account and Globic Advisors.

This letter is provided pursuant to Section 5 of the Dealer Manager Agreement and is being given solely for the information of and assistance to the addressee of this letter in its capacity as the dealer manager in connection with the Offer Materials. In giving this opinion to such dealer manager, it is expressly understood that no attorney-client relationship is being created thereby. Without our express prior written permission, this opinion may not be relied upon by any person other than such underwriter and is not to be used, circulated, quoted, or otherwise referred to in connection with the Offer, except that reference may be made to this opinion in any list of closing documents pertaining to the Offer.

Respectfully submitted,

## **ORDINANCE NO. O2024-038**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, (1) APPROVING A TENDER OFFER WITH RESPECT TO THE PURCHASE OF CERTAIN OBLIGATIONS OF THE CITY; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO SUCH TENDER OFFER AND PURCHASE; (3) DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR AND THE FINANCE DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (4) APPROVING A TRANSFER OF APPROPRIATIONS WITHIN THE FISCAL YEAR 2025 BUDGET; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE**

WHEREAS, pursuant to Ordinance No. O2020-027 adopted on December 16, 2020, the City Council (the “City Council”) of the City of Yuma, Arizona (the “City”), determined to (i) fund all or a portion of the City’s unfunded liabilities with respect to the Arizona Public Safety Personnel Retirement System and one or more contingency reserve funds with respect to pension and related liabilities, and finance other projects of the City approved by the City Council (collectively, the “Project”); and (ii) refinance all or a portion of the payments due pursuant to the Series 2010 City Lease, dated as of June 1, 2010, as amended by the First Amendment to Series 2010 City Lease, dated as of August 1, 2016, to the City of Yuma Municipal Property Corporation, with respect to refinancing the costs of construction of a municipal administration complex and the acquisition of property and street improvements (collectively with the Project, the “Projects”); and

WHEREAS, in connection with the financing and refinancing, as applicable, of the Projects, the City Council authorized the sale and execution and delivery of Pledged Revenue Obligations, Taxable Series 2021 (the “Obligations”) and Pledged Revenue Refunding Obligations, Tax-Exempt Series 2021, evidencing, notwithstanding the multiple series, proportionate interests of the owners thereof in lease payments to be made by the City pursuant to the Lease-Purchase Agreement, dated as of February 1, 2021, between U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), as lessor, and the City, as lessee; and

WHEREAS, the City Council has now determined to purchase with legally available funds a portion of the outstanding Obligations that may be tendered by the holders thereof for purchase as such Obligations may be identified and set forth in a certificate or other instrument of the City delivered in connection with the purchase of such Obligations; and

WHEREAS, the City will make a tender offer with respect to the Obligations (the “Offer”), the Offer to be on the terms and subject to the conditions set forth in the Invitation to Tender Obligations for Purchase (the “Invitation”); and

WHEREAS, the City Council will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the dealer manager (the “Dealer Manager”), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the Securities and Exchange Commission, and has determined that the Dealer Manager should be retained to perform those services in connection with the Offer as are customarily performed by investment banks in connection with tender offers of like nature, such proposal being in the form of a Dealer Manager Agreement, to be dated the date of posting of the Invitation (the “Dealer Manager Agreement”), by and between the City and the Dealer Manager; and

WHEREAS, there have been presented to the City Council at the meetings at which this Ordinance is being introduced and adopted, and there are on file with the City Clerk, the proposed forms of the Invitation and the Dealer Manager Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF YUMA AS FOLLOWS:

SECTION 1: The City Administrator and the Finance Director of the City or the designees of either of them (collectively, the “Authorized Representatives”) are authorized to determine on behalf of the City: (1) the date of dissemination of the Invitation; (2) what, if any of, the Obligations are to be purchased pursuant to the Offer; (3) the amount of legally available funds to be applied to the purchase of the Obligations (not to exceed \$15,000,000); (4) the terms upon which the Obligations are to be purchased; and (5) transfer FY 2025 budget appropriations from contingency accounts “General Fund – Capital Improvements Estimated to be Completed in Future Years” and “Grants Fund – Capital Improvements Estimated to be Completed in Future Years” in the amounts not to exceed \$5,000,000 and \$10,000,000 respectively; and transfer cash from the “General Fund” in the amount not to exceed \$15,000,000; to the “Debt Service Fund”, to record transactions related to the Obligations, as prescribed by the Governmental Accounting Standards Board (GASB).

SECTION 2: The form, terms and provisions of the Dealer Manager Agreement, in substantially the form of such document presented at the meetings of the City Council at which this Ordinance is being introduced and adopted, and is on file with the City Clerk, is approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove, and shall be approved by the Authorized Representatives, the execution of such document being conclusive evidence of such approval.

SECTION 3: The distribution of the Invitation at the direction of the Authorized Representatives is approved, with such changes or revisions therein as may be approved by the Authorized Representatives.

SECTION 4: The Authorized Representatives are hereby authorized to prepare, execute, and deliver, as appropriate, such letters, notices and/or acceptances as may be necessary in connection with the purchase by the City of the Obligations. The Authorized Representatives are each hereby authorized and directed to execute and deliver one or more tender and information agent agreements with one or more tender and information agents, and any other agreements as may be necessary to effectuate the purchase of the Obligations, in forms acceptable to the Authorized Representatives.

SECTION 5: The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the City Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City to evidence compliance with, or further the purposes of, all the terms and conditions of this Ordinance and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Ordinance.

SECTION 6: All actions of the officers and agents of the City which conform to the purposes and intent of this Ordinance and which further the purchase of the Obligations pursuant to the Offer as contemplated by this Ordinance, whether heretofore or hereafter taken, are ratified, confirmed and approved.

SECTION 7: If any section, paragraph, clause or phrase of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, clause or provision hereof and authorized the purchase of the Obligations pursuant to the Offer irrespective of the fact that any one or more sections, paragraphs, clauses or provisions may be held to be invalid, illegal or unenforceable. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

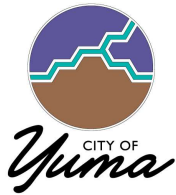
\_\_\_\_\_  
Richard W. Files  
City Attorney

## CERTIFICATION

I hereby certify that the foregoing Ordinance No. O2024-038 was duly passed and adopted by the City Council of the City of Yuma, Arizona, at a regular meeting held on the 6th day of November 2024, and the vote was \_\_\_\_ ayes and \_\_\_\_ nays.

---

Lynda L. Bushong  
City Clerk



# City of Yuma

## City Council Report

File #: R2024-054

Agenda Date: 10/16/2024

Agenda #: 1.

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

**General Plan Amendment: Southeast corner of Avenue A and 16<sup>th</sup> Street**

**SUMMARY RECOMMENDATION:**

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Mixed Use and Low Density Residential to High Density Residential, for the property located at the southeast corner of Avenue A and 16<sup>th</sup> Street. (GP-42762-2024) (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:**

**Planning and Zoning Commission's Recommendation:**

This is a Minor General Plan Amendment request by the City of Yuma, to change the land use designation from Mixed Use and Low Density Residential to High Density Residential for approximately 1.3 acres, for the property located at the southeast corner of Avenue A and 16<sup>th</sup> Street, Yuma, AZ.

The existing Mixed Use land use designation (.3 acre) supports the following types of zoning: Low Density Residential (R-1-5 and R-1-6), Medium Density Residential (R-2 and R-2-5), Residence-Manufactured Housing (R-MH), Manufactured Housing Subdivision (MHS), Transitional (TR), and Limited Commercial (B-1).

The existing Low Density Residential land use designation (1 acre) supports the following types of zoning: Suburban Ranch (SR-1), Residential Estates (RE-12, RE-18, RE-35), Low Density Residential (R-1-5, R-1-6, R-1-8, R-1-12, R-1-20, and R-1-40) and Residence-Manufactured Housing (R-MH) Districts.

The proposed High Density Residential land use designation (1.3 acres) supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP).

The City's intent in changing the land use designation, is to dispose of the properties, allowing the future property owner the opportunity to rezone to High Density Residential (R-3) for the future development of multi-

family units.

On September 9, 2024, the Planning and Zoning Commission voted to recommend APPROVAL, (4-3) 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 (9/09/24):**

**QUESTIONS FOR STAFF**

**“John Mahon - Planning and Zoning commissioner** asked which zoning districts were supported by high-density residential. **Amelia Dombay - Principal Planner** replied that the high-density residential land use designation would support the High Density Residential (R-3) District, Residence Manufactured Housing (RM-H) District, Recreational Vehicle Subdivision (RVS) District, and the Manufactured Housing Park (MHP) District.

**“Chris Hamel - Planning and Zoning Chairman** - referred to page two of the letter presented to the commission and asked whether the proposed request would violate Arizona Revised Statute 1211-31.

**“John LeSuer - Assistant City Attorney** responded that the statute in question pertains to instances where a city or local government entity acquires property, stipulating that it must be for public use. **LeSuer** noted that the city had acquired the property many years ago with the intention of widening the intersection.

**“Jennifer Albers - Assistant Director of Planning** noted that the City acquired property at the Avenue A and 16th Street intersection to expand it, adding double left turn lanes and additional travel lanes and added that the City has been disposing of the remaining parcels where new houses or offices have been built.

**“Greg Counts - Planning and Zoning Commissioner** asked if the plan was to build high-density apartments like the Mesa Heights apartments, with the entrance and egress through the old alleyway.

**“Andrew McGarvie - Engineering Manager** said there would be no access on 16th Street; the main access would be through the alley and potentially a right-in/right-out on Avenue A.

**“Hamel** also expressed concerns about traffic and stated that he was in opposition of the request.

**APPLICANT/APPLICANT’S REPRESENTATIVE**

None

**PUBLIC COMMENT**

**“Ruben Soto, 1502 S. 10<sup>th</sup> Ave, Yuma, AZ,** in opposition of the request and expressed concerns regarding traffic and impact on schools.

**“Mary Faye Lehrer, 1530 S. 10<sup>th</sup> Avenue, Yuma AZ,** in opposition of the request and expressed concerns regarding traffic. Potential for accidents with history of vehicles leaving the roadway.

**“Nicole Burns, 1627 S. 10<sup>th</sup> Avenue, Yuma, AZ,** in opposition of the request and expressed concerns regarding traffic. Noted neighborhood is already impacted by school pick up and drop off. Would like to see affordable homes for ownership not more rentals.

**“Chris Ochoa, 1222 W. 16<sup>th</sup> Place, Yuma, AZ,** in opposition of the request and expressed concerns regarding traffic and noise. Noted need for single-family homes and that neighborhood is already impacted school pick up and drop off.

**“Tyler Burns, 1627 S. 10<sup>th</sup> Avenue, Yuma, AZ** in opposition of the request and expressed concerns about traffic and the safety of students in the area who must walk home.

**Motion:**

**“Motion by Lorraine Arney - Planning and Zoning Commissioner, second by John Mahon Planning and Zoning Commissioner to APPROVE case GP-42762-2024 as presented.**

**“Motion carried, (4-3) with Chelsea Malouff - Planning and Zoning Commissioner, Greg Counts - Planning and Zoning Commissioner, and Chris Hamel - Planning and Zoning Chairman voting nay’**

**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:**

NOT APPLICABLE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/08/2024
Reviewed by City Attorney: Richard W. Files	Date: 10/07/2024



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION  
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES  
COMMUNITY PLANNING  
CASE TYPE – GENERAL PLAN AMENDMENT  
Case Planner: Amelia Domby**

**Hearing Date:** September 9, 2024

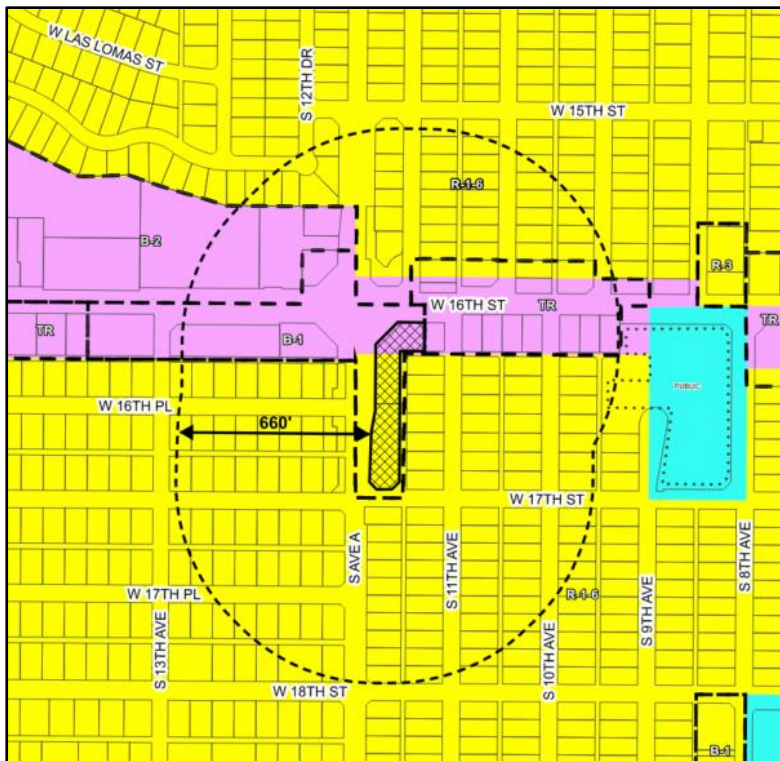
**Case Number:** GP-42762-2024

**Project Description/Location:**

This is a Minor General Plan Amendment request by the City of Yuma, to change the land use designation from Mixed Use and Low Density Residential to High Density Residential for approximately 1.3 acres, for the property located at the southeast corner of Avenue A and 16<sup>th</sup> Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Limited Commercial (B-1) District	Undeveloped	Mixed Use and Low Density Residential
<b>North</b>	Transitional (TR) District and Low Density Residential (R-1-6) District	Residential	Mixed Use
<b>South</b>	Low Density Residential (R-1-6) District	Residential	Low Density Residential
<b>East</b>	Transitional (TR) District and Low Density Residential (R-1-6) District	Office/Residential	Mixed Use and Low Density Residential
<b>West</b>	Limited Commercial (B-1) District and Low Density Residential (R-1-6) District	Office/Residential	Mixed Use and Low Density Residential

**Location Map**



LOCATION OF SUBJECT PROPERTY

NOTIFICATION AREA

**GENERAL PLAN - LAND USE**

Low Density Residential

Mixed Use

Public/Quasi-Public

**ZONING DISTRICTS**

B-1 - Limited Commercial

B-2 - General Commercial

R-1-6 - Low Density Residential (6,000 sq ft min)

R-3 - High Density Residential

TR - Transitional

Public (P) Overlay

**Prior site actions:** Annexation: Ord. 585 (November 28, 1952); Rezone: Z83-5 (Denied 2/16/83); ZONE-3746-2013 (Ordinance No. O2013-47); Conditional Use Permit: CU86-12 (12/9/86) Lot Tie: Lot Tie/Lot Split Southeast Corner of Avenue “A” and 16<sup>th</sup> Street (08/28/2017)

**Staff Recommendation:** Staff recommends the Planning and Zoning Commission APPROVE the request to change the land use designation for approximately 1.3 acres from Mixed Use and Low Density Residential to High Density Residential.

**Suggested Motion:** Move to APPROVE the request to change the land use designation for 1.3 acres from Mixed Use and Low Density Residential to High Density Residential.

**Staff Analysis:** This is a Minor General Plan Amendment request by the City of Yuma, to change the land use designation from Mixed Use and Low Density Residential to High Density Residential for approximately 1.3 acres, for the property located at the southeast corner of Avenue A and 16<sup>th</sup> Street, Yuma, AZ.

The existing Mixed Use land use designation (.3 acres) supports the following types of zoning: Low Density Residential (R-1-5 and R-1-6), Medium Density Residential (R-2 and R-2-5), Residence-Manufactured Housing (R-MH), Manufactured Housing Subdivision (MHS), Transitional (TR), and Limited Commercial (B-1).

The existing Low Density Residential land use designation (1 acre) supports the following types of zoning: Suburban Ranch (SR-1), Residential Estates (RE-12, RE-18, RE-35), Low Density Residential (R-1-5, R-1-6, R-1-8, R-1-12, R-1-20, and R-1-40) and Residence-Manufactured Housing (R-MH) Districts.

The proposed High Density Residential land use designation (1.3 acres) supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP).

The City’s intent in changing the land use designation, is to dispose of the properties, allowing the future property owner the opportunity to rezone to High Density Residential (R-3) for the future development of multi-family units.

**Density**

The current land use designation of Mixed Use and Low Density Residential would allow from 3 to 8 dwelling units to be constructed on the 1.3 acres.

The proposed High Density Residential land use designation would allow from 17 to 39 dwelling units to be constructed on 1.3 acres. The proposed land use designation would allow the applicant to pursue a rezoning that would support multi-family development.

**Population**

Information from the 2018-2022 American Community Survey provides data on population by housing type. The information results in an average household size of 1.6 persons per high density type dwelling in the City of Yuma.

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

- Mixed Use/Low Density:  
Minimum 3 homes – Expected population: 5  
Maximum 8 homes – Expected population: 13
- High Density Residential:  
Minimum 17 homes – Expected population: 27  
Maximum 39 homes – Expected population: 62

The 2020 Census identified that 20% of the population within the City of Yuma was between 5 and 17 years of age. Therefore the expected school-age population is estimated at:

- Mixed Use/Low Density:  
Minimum expected population: 5 – School Age: 1  
Maximum expected population: 13 – School Age: 3
- High Density Residential:  
Minimum expected population: 27 – School Age: 5  
Maximum expected population: 62 – School Age: 12

### Transportation

The property is located at the southeast corner of Avenue A and 16<sup>th</sup> Street. Direct access to the subject property would be determined at project design but will likely connect to 17<sup>th</sup> Street via the alley. Avenue A is a 4-lane minor arterial roadway and 16<sup>th</sup> Street is a 4-lane minor arterial roadway.

According to the City of Yuma Transportation Master Plan, Avenue A and 16<sup>th</sup> Street operate 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 2023 as 19,911 along Avenue A near the southeast corner of Avenue A and 16<sup>th</sup> Street. In addition, the daily traffic counts for 2023 along 16<sup>th</sup> Street near the subject property is 27,043.

### 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

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 Alice Byrne Elementary School located at 811 W. 16<sup>th</sup> Street and junior high school students are within the boundary of R. Pete Woodard Junior High School located at 2250 S. 8<sup>th</sup> Avenue.

According to the Yuma Union High School District, the high school students are within the boundary of Kofa High School located at 3100 S. Avenue A.

**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:**

<b>FACILITY PLANS</b>		
Transportation Master Plan	Planned	Existing
16 <sup>th</sup> Street – 4-Lane Minor Arterial	50 FOOT H/W	61 FOOT H/W
Avenue A – 4-Lane Minor Arterial	50 FOOT H/W	Varies

**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 Low Density Residential and Commercial since the adoption of the 1983 City of Yuma General Plan on January 5, 1983, Resolution No. 2292.

**Scheduled Public Hearings:**

<input checked="" type="checkbox"/>	City of Yuma Planning and Zoning Commission: September 9, 2024
<input type="checkbox"/>	City of Yuma City Council: October 2, 2024

**Public Comments Received:** See Attachment A

**Agency Comments:** See Attachment B

**Neighborhood Meeting Comments:** See Attachment D

**Attachments**

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

**Prepared By:** Amelia Domby

**Date:** August 22, 2024

Amelia Domby

Principal Planner

Amelia.Domby@yumaaz.gov

(928) 373-5000, x1234

**Reviewed By:** Jennifer L. Albers

**Date:** 8/22/24

Jennifer L. Albers,  
Assistant Director of Planning

**Approved By:** Alyssa Linville

**Date:** 08/26/2024

Alyssa Linville,  
Director, Planning and Neighborhood Services

**ATTACHMENT A  
PUBLIC COMMENTS**

Name:	MJ Hogan			Contact Information:				(619) 956-6552		
Method of Contact:	Phone	<input checked="" type="checkbox"/>	FAX	<input type="checkbox"/>	Email		Letter	<input type="checkbox"/>	Other	<input type="checkbox"/>
<p>Comment: Questions about the request and asked for clarification on the zoning of his property and permitted uses.</p>										
Name:	Nicole Burns			Contact Information:				(928) 580-7454		
Method of Contact:	Phone	<input type="checkbox"/>	FAX	<input type="checkbox"/>	Email	nicolepelroy@gmail.com	Letter	<input type="checkbox"/>	Other	<input type="checkbox"/>
<p>Comment: Opposed to this request. Concerns with traffic – agriculture buses, school buses, stop signs within the neighborhood and multi-family development will contribute to the traffic issues within the area.</p>										
Name:	Anthony Darwin			Contact Information:				Adarwin1981@gmail.com		
Method of Contact:	Phone	<input type="checkbox"/>		Fax	<input type="checkbox"/>	Email	<input checked="" type="checkbox"/>			
<p>Comment: Requested additional information and asked if the proposed minor general plan amendment request changed the zoning of the surrounding areas. Staff informed the property owner that this is a minor general plan amendment request to change the land use designation for the subject property. This request does not change the land use or zoning of the adjacent properties.</p>										
Name:	Christopher Robins			Contact Information:				crobins@dahlrobbins.com		
Method of Contact:	Phone	<input type="checkbox"/>	FAX	<input type="checkbox"/>	Email	<input checked="" type="checkbox"/>	Letter	<input type="checkbox"/>	Other	<input type="checkbox"/>
<p>Comment: Asked for information about this request and who the applicant is. Staff informed Mr. Robins the applicant is the City of Yuma and explained the Minor General Plan Amendment Request.</p>										
Name:	Branden Chavez			Contact Information:				Brandonchavez53@aol.com		
Method of Contact:	Phone	<input type="checkbox"/>	FAX	<input type="checkbox"/>	Email	<input checked="" type="checkbox"/>	Letter	<input type="checkbox"/>	Other	<input type="checkbox"/>
<p>Comment: To whom it may concern:</p> <p>My name is Brandon Chavez. I am a local business owner of Code Boutique and Yuma Cleaners. I am a born and raised resident and tax payer of the City of Yuma. Currently, I own several properties in the North End and North West End of Yuma. I own the property on 16th Street and Avenue A on which Code Boutique resides. I say this to express my level of which I am vested in my community. I am in opposition for the proposal of the Minor General Plan Amendment- Mixed Use and Low Density Residential to High Density or to be made residential use in general.</p> <p>My reasoning is because it is a step back and disservice to City of Yuma and it's community. There has been significant time and money the City has spent on plans for future development of the intersection to only go back to where we started. Additionally, removing tax paying citizens from their homes and losing out on the tax revenue generated by those homes for so many years. These are</p>										

significant steps back for a now developing area. There are more businesses and buildings being renovated and occupied now after such a long period of time, which are local businesses, who are also investing in their community. Now more than ever there should be a push for our community to grow and expand financially which in turn will provide jobs, services and tax revenue to be put back into our community.


Please take the time to consider what one of your contributing community members has to say because I am not the only one that feels this way on something that can considerably impact the community and businesses around the proposed changes for this property.

Respectfully,  
Brandon Chavez  
(928)581-8792

**ATTACHMENT B**  
**AGENCY COMMENTS**

DATE:	06/19/24	NAME:	James Sheldahl	TITLE:	District Superintendent
AGENCY:	Yuma Elementary School District #1			PHONE:	(928) 502-4303
<i>Enter comments below:</i>					
<p>Amelia, On behalf of Yuma Elementary School District #1, I am writing in support of proposed General Plan Amendment GP-42762-2024. This type of infill housing helps build back some of the 1300 housing units in District #1 that have been transferred to Company Housing for H2A Visa employees. Sincerely, Jamie Sheldahl</p>					

**ATTACHMENT C  
STAFF WORKSHEET**

	<b>STAFF RESEARCH – GENERAL PLAN AMENDMENT</b>  <b>CASE #: GP-42762-2024</b> <b>CASE PLANNER: AMELIA DOMBY</b>
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**I. PROJECT DATA**

Project Location:		Southeast corner of Avenue A and 16 <sup>th</sup> Street							
Parcel Number(s):		665-33-139 & 665-33-138							
Parcel Size(s):		1.31 acres							
Total Acreage:		1.3							
Proposed Dwelling Units:		Maximum: 39		Minimum: 17					
Address:									
Applicant:		City of Yuma							
Applicant's Agent:		N/A							
Land Use Conformity Matrix:		Current Zoning District Conforms:		Yes	No	X			
Zoning Overlay:	Public	AO	Auto	B&B	Historic	Infill	None	X	
Airport	Noise Contours	65-70	70-75	75+	APZ1	APZ2	CLEAR ZONE		

	Existing Zoning	Current Use	General Plan Designation
<b>Site</b>	Limited Commercial (B-1) District	Undeveloped	Mixed Use and Low Density Residential
<b>North</b>	Low Density Residential (R-1-6) District	Residential	Mixed Use and Low Density Residential
<b>South</b>	Low Density Residential (R-1-6) District	Residential	Low Density Residential
<b>East</b>	Transitional (TR) District / Low Density Residential (R-1-6) District	Office / Residential	Mixed Use / Low Density Residential
<b>West</b>	Limited Commercial (B-1) District / Low Density Residential (R-1-6) District	Medical Office / Residential	Mixed Use / Low Density Residential

<b>Prior Cases or Related Actions:</b>				
<u>Type</u>	<u>Conforms</u>			<u>Cases, Actions or Agreements</u>
Pre-Annexation Agreement	Yes		No	N/A
Annexation	Yes	X	No	Adopted 11/28/1952, Ord. 585
General Plan Amendment	Yes		No	N/A
Development Agreement	Yes		No	N/A
Rezone	Yes		No	N/A
Subdivision	Yes	X	No	Lot Tie/Lot Split Southeast Corner of Avenue "A" and 16 <sup>th</sup> Street (Fee no. 2017-05105)
Conditional Use Permit	Yes		No	N/A
Pre-Development Meeting	Yes		No	Date: N/A
Enforcement Actions	Yes		No	N/A
Land Division Status:		Legal Lot of record		
Irrigation District:		None		
Adjacent Irrigation Canals & Drains:		None		
Water Conversion: (5.83 ac ft/acre)		7.63 Acre Feet a Year		
Water Conversion Agreement Required		Yes	No	X

## II. CITY OF YUMA GENERAL PLAN

### Land Use Element:

Land Use Designation:	Mixed Use and Low Density Residential									
Issues:	None									
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
16 <sup>th</sup> Street – 4-Lane Minor Arterial	50 FOOT H/W	61' H/W	X			X
Avenue A – 4-Lane Minor Arterial	50' FOOT H/W	Varies				X
Bicycle Facilities Master Plan	Avenue A – Existing Bike Route 16 <sup>th</sup> Street – Proposed Bike Lane					
YCAT Transit System	Purple Route 6A					
Issues:						

### Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan			
Neighborhood Park:	Existing: Netwest Park	Future: Netwest Park	
Community Park:	Existing: Smucker Memorial Park	Future: Smucker Memorial Park	
Linear Park:	Existing: East Main Canal Linear Park	Future: East Main Canal Linear Park	
Issues:			

### Housing Element:

Special Need Household:	N/A
Issues:	

### Redevelopment Element:

Planned Redevelopment Area:	N/A							
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:

<b>Population Impacts</b> Population projection per 2018-2022 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan: Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person	<b>Dwellings &amp; Type</b>		<b>Projected Population</b>		<b>Police Impact</b>		<b>Water Consumption</b>		<b>Wastewater Generation</b>		
	<i>Single Family</i>										
	Maximum	Per Unit			<b>Officers</b>		<b>GPD</b>		<b>AF</b>		
	39	2.71	106		0.20		21,878		24.5		
	Minimum										
	17	2.71	46		0.09		9,536		10.7		
<b>Fire Services Plan:</b>		Existing: Fire Station No. 4					Future: Fire Station No. 4				
<b>Water Facility Plan:</b>	<b>Source:</b>	<b>City</b>	<b>X</b>	<b>Private</b>	<b>Connection:</b>		10" PVC off Avenue A, 4" AC in alley				
<b>Sewer Facility Plan:</b>	<b>Treatment:</b>	<b>City</b>	<b>X</b>	<b>Septic</b>	<b>Private</b>		Connection: 8" VCP Avenue A into alley				

Issues:												
<b>Safety Element:</b>												
Flood Plain Designation:		500-Year Flood			Liquefaction Hazard Area:			Yes		No	X	
Issues:												
<b>Growth Area Element:</b>												
Growth Area:	Araby Rd & Interstate 8				Arizona Ave & 16 <sup>th</sup> St				Avenue B & 32 <sup>nd</sup> St.			
	North End			Pacific Ave & 8 <sup>th</sup> St				Estancia			None	X
Issues:												

## **NOTIFICATION**

- **Legal Ad Published: The Sun** 08/17/24
- **Display Ad Published:** 08/17/24
- **660' Vicinity Mailing:** 06/18/24
- **54 Commenting/Reviewing Agencies noticed:** 06/11/24
- **Site Posted:** 07/03/24
- **Neighborhood Meeting:** 07/11/24
- **Hearing Dates:** 09/09/24
- **Comments Due:** 08/10/24

<b>External List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
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	YES	06/17/24	X	
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)	YES	06/19/24		X
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	06/17/24	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	YES	06/12/24	X	

<b>City of Yuma Internal List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
Thomas 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	YES	07/25/24	X	
Kayla Franklin, Fire – Prevention	YES	06/12/24	X	
Randall Crist, Building Safety	NR			
Jeremy McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

<b>Neighborhood Meeting</b>	<b>Comments Available</b>
July 11, 2024	See Attachment D.
<b>Prop. 207 Waiver</b>	
Received by Owner's signature on the application for this land use action request.	

**ATTACHMENT D**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** July 11, 2024

**Location:** On-site – 5pm

**Attendees:** Staff/Applicant: Amelia Domby, Erika Peterson, Robert Blevins, Guillermo Moreno-Nunez

Neighbors in attendance: Ruben, Sunae Moree, Mary Lehrer, Tyler and Nicole Burns, Michael Cabrales, Sandra Ramos, Debra Robles, Ernesto Andrade, Beatrice Silva, Gordon and Pessy Grisson, Enrique Montoya, and Edgar Garibay

**SUMMARY OF ATTENDEE’S COMMENTS RELATED TO THE PROJECT:**

- Staff informed the neighbors in attendance this is a request by the City of Yuma for a Minor General Plan Amendment Request to change the land use designation from Mixed Use and Low Density Residential to High Density Residential. This is a City owned property and staff informed the neighbors in attendance that elevations and a site plan is not provided during the General Plan process. Staff added that the developer of the site would move forward with a rezone request.
  - Neighbors in attendance expressed their concern with pedestrian and vehicular traffic. The neighbors added that they were concerned for the safety of the children walking to school and there are many blind spots for drivers in the area.
  - One neighbor in attendance suggested a gated apartment complex and a block wall for the neighbors adjacent to this property.
  - Neighbors stated there were homes on this property previously and the city removed them by eminent domain to widen Avenue A, then the properties remained vacant.
  - Suggested developing townhomes instead of apartments and noted that they were opposed to a two-story multi-family development.
  - Neighbors in attendance stated they preferred commercial development over an apartment complex and added that there were successful businesses within the vicinity. The neighbors added that there is a need for commercial development. Staff added that the property was currently zoned Limited Commercial (B-1) District and has not been developed.
  - Neighbors noted that if they were aware that this property would be developed as an apartment complex, they would not have purchased their residential property.
  - A real estate agent in attendance noted that multi-family development on this property may increase property taxes.

**ATTACHMENT E**  
**NEIGHBOR NOTIFICATION LIST**

OWNER	ADDRESS			
2014 LOC HOANG NGUYEN TRUST 9-20-2014	1376 S HETTEMA ST	YUMA	AZ	85364
309 PROPERTIES LLC	2900 S PALO VERDE LN UNIT 20	YUMA	AZ	85365
ABDT LLC	PO BOX 6431	YUMA	AZ	85366
ACACIA HOME HEALTH INC	103 E 24TH ST	YUMA	AZ	85364
ACACIA HOME HEALTH INC	103 E 24TH ST	YUMA	AZ	85364
ACOSTA FRANCISCO AND	1245 W 16TH PL	YUMA	AZ	85364
AD5401 DESERT PROPERTIES LLC	386 VANCE ST	CHULA VISTA	CA	91910
ADAM JIM & JIMMY LLC	30 N GILBERT RD	MESA	AZ	85203
ADAM JIM & JIMMY LLC	30 N GILBERT RD	MESA	AZ	85203
ADKINS NEAL E	1701 S 10TH AVE	YUMA	AZ	85364
AGUILAR STEPHEN C & JAMIE JT	1619 S 10TH AVE	YUMA	AZ	85364
AGUIRRE MICHELLE	1514 S 9TH AVE	YUMA	AZ	85364
AITKEN ASHLEY SCHANELLE MORGAN	1258 W 17TH ST	YUMA	AZ	85364
ALDAMA EDWARD A & ANITA PALACIO JT	1729 S 11TH AVE	YUMA	AZ	85364
ALVARADO MARCO ANTONIO & IDALYNN JT	1205 W 15TH ST	YUMA	AZ	85364
AMAYA DELIA R	1732 S 10TH AVE	YUMA	AZ	85364
AMAYA EDGAR ALAN	1622 S 11TH AVE	YUMA	AZ	85364
ANDRADE ERNESTO A	1522 S 10TH AVE	YUMA	AZ	85364
ANDRADE TERESA	1734 S 11TH AVENUE	YUMA	AZ	85364
APODACA MICHAEL EDWARD & JOSEFA	1714 S 11TH AVE	YUMA	AZ	85364
ARIAS LUIS & IDUVINA JT	3585 S 18TH AVE	YUMA	AZ	85364
ARNOLD DONALD MARCUS & KAREN JANICE JT	2713 W 12TH PL	YUMA	AZ	85364
BADILLA JOSEPH P & PATRICIA JT	1516 S 11TH AVE	YUMA	AZ	85364
BEALS EDWARD R & SHERYL E JT	1304 W 17TH PL	YUMA	AZ	85364
BENITEZ ALEXIS TEMOC	1710 S 11TH AVE	YUMA	AZ	85364
BERGIN MARTIN K & DEBORAH L	1718 S 11TH AVE	YUMA	AZ	85364
BERGIN MARTIN K & DEBORAH L JT	1721 S 11TH AVE	YUMA	AZ	85364
BERNAL ANNETTE M	1505 S 10TH AVE	YUMA	AZ	85364
BESHEARS EMILIA M	PO BOX 6745	YUMA	AZ	85366
BRANDENBERGER DONNA	1701 S 13TH AVE	YUMA	AZ	85364
BURNS NICOLE & TYLER	1627 S 10TH AVE	YUMA	AZ	85364
BUSTAMANTE VIRGINIA	1281 W 16TH PL	YUMA	AZ	85364
CABRALES MICHAEL & KIMBERLY JT	1726 S 11TH AVE	YUMA	AZ	85364
CAMINO OTERO REAL ESTATE INVESTMENTS LLC	340 W 32ND ST #504	YUMA	AZ	85364
CAMINO OTERO REAL ESTATE INVESTMENTS LLC	340 W 32ND ST #504	YUMA	AZ	85364
CAMPA JESUS	1210 W 17TH ST	YUMA	AZ	85364
CAMPA JESUS	1210 W 17TH ST	YUMA	AZ	85364
CARBAJAL VICTORIA	1257 W 17TH ST	YUMA	AZ	85364
CARRE CODY ALLEN	1720 S 10TH AVE	YUMA	AZ	85364
CB HOLDING LLC	1580 S AVENUE A	YUMA	AZ	85364
CERON RICARDO RUIZ & PATRICIA	1405 S 11TH AVE	YUMA	AZ	85364
CHAVEZ AUSTREBERTO	1221 W 17TH PL	YUMA	AZ	85364
CHESSER HARRY W TRUST 12-13-2017	1509 S 11TH AVE	YUMA	AZ	85364
CONE LARA ROSE	1525 S 10TH AVE	YUMA	AZ	4558
CORONA JOHN A	1621 S 11TH AVE	YUMA	AZ	85364
CORRAL PEDRO & DANIA	PO BOX 779	SOMERTON	AZ	85350

CRAMP LEON W	1221 W 16TH PL	YUMA	AZ	85364
CRUZ CANDELARIO GUTIERREZ	1210 W 17TH PL	YUMA	AZ	85364
D'LOA-ELIAS LUIS ANGEL	1201 W 15TH ST	YUMA	AZ	85364
DAVIS IRIS	1282 W 16TH PL	YUMA	AZ	85364
DE LOS REYES MONICA MARIA	1234 W 16TH PL	YUMA	AZ	85364
DE SANTIAGO JAVIER	1202 S 4TH AVE	YUMA	AZ	85364
DJZ LLC	1207 W 16TH ST STE A	YUMA	AZ	85364
DOUGLASS MARY	1707 S AVENUE A	YUMA	AZ	85364
DUARTE HERIBERTO VALLES & MARCELINA G	1505 S 12TH DR	YUMA	AZ	85364
ELDRIGE MICHAEL R	1705 S 10TH AVE	YUMA	AZ	85364
ELDRIGE MICHAEL R	1705 S 10TH AVE	YUMA	AZ	85364
ENRIQUEZ KENIA A	1526 S 9TH AVE	YUMA	AZ	85364
EQUITY CASHOUTS LLC	2679 W 28TH PL	YUMA	AZ	85364
ESCHENBAUM GARY M & LINDA S TRUST 6-15-2011	1509 S 10TH AVE	YUMA	AZ	85364
FIKE DORIS J LIVING TRUST 4-17-06	1233 W 17TH ST	YUMA	AZ	85364
FLECK DONALD ROBERT & HERMINIA G JT	PO BOX 4531	YUMA	AZ	85366
FURROW KENT M & TERRI A JT	1611 S 10TH AVE	YUMA	AZ	85364
GARIBAY FINANCIAL LLC	350 W 16TH ST STE 104	YUMA	AZ	85364
GILL CLYDE	1529 S 10TH AVE	YUMA	AZ	85364
GL THOMAS PROPERTIES LLC	PO BOX 6486	YUMA	AZ	85366
GL THOMAS PROPERTIES LLC	PO BOX 6486	YUMA	AZ	85366
GOMEZ JUAN ANTONIO & MICHELLE	1282 W 17TH PL	YUMA	AZ	85364
GONZALES SANDRA N & LORENZO A	1234 W 17TH PL	YUMA	AZ	85364
GRAVELY THOMAS B	1258 W 17TH PL	YUMA	AZ	85364
GREEN HENRY DOUGLAS	6682 E MOUNTAIN VIEW PL	YUMA	AZ	85365
GRIFFIN ADAM	1234 W 17TH ST	YUMA	AZ	85364
GRIFFIN SANDRA B TRUST 10-7-2015	1269 W 17TH ST	YUMA	AZ	85364
GRIFFIN SANDRA B TRUST 10-7-2015	1269 W 17TH ST	YUMA	AZ	85364
GRISSOM WILLIAM G & PEGGY S JT	1617 S 11TH AVE	YUMA	AZ	85364
GUERRA JUAN GABRIEL JR & ANNETTE	1501 S 12TH DR	YUMA	AZ	85364
HAIFLEY TRACY	1717 S 11TH AVE	YUMA	AZ	85364
HANDCOCK TRUST 2-25-2020	1246 W 16TH PL	YUMA	AZ	85364
HATCH ROGER D & FRODESEN JANET C TRUST 8-12-2014	1269 W 17TH PL	YUMA	AZ	85364
HEHE FRANK R & JEANE A TRUST 5-30-01	1270 W 17TH PL	YUMA	AZ	85364
HENDERSON MARIA L	1741 S 11TH AVE	YUMA	AZ	85364
HERNANDEZ JAIME C & ELVIA G JT	1440 W 9TH PL	YUMA	AZ	85364
HERNANDEZ YESENIA	1505 S 11TH AVE	YUMA	AZ	85364
HIGGINS EDWARD D & GUADALUPE L JT	1245 W 17TH ST	YUMA	AZ	85364
HOGAN MJ	699 EMERALD AVE	EL CAJON	CA	92020
HOLLAND C JEAN	1620 S 10TH AVE	YUMA	AZ	85364
HUTTON FAMILY TRUST 3-8-2022	1517 S 10TH AVE	YUMA	AZ	85364
IBARRA CECILIA	PO BOX 1469	SOMERTON	AZ	85350
JARAMILLO JOHNNY J & RUTH ANN JT	1281 W 17TH ST	YUMA	AZ	85364
JIMENEZ ALBERTO V & SYLVIA L JT	1709 S 11TH AVE	YUMA	AZ	85364
JONES DAVID DANIEL & JOSEPHINE	1510 S 11TH AVE	YUMA	AZ	85364
JUAREZ MARIA MERCEDES & HECTOR	3895 W 36TH PL	YUMA	AZ	85365
KING CORTNI J	1506 CENTRAL AVE	GREAT FALLS	MT	59401
KNIGHT RONALD C	1716 S 10TH AVE	YUMA	AZ	85364
LACEY VINCENT P & MARY E JT	1518 S 10TH AVE	YUMA	AZ	85364

LAGUNAS ANTONIO VILLA & RANDA LYNN	1513 S 10TH AVE	YUMA	AZ	85364
LARA GERARDO A	1723 S AVENUE A	YUMA	AZ	85364
LAU BM FAMILY TRUST 10-18-2017	1310 W RIDGEVIEW DR	YUMA	AZ	85364
LAWRENCE JOHN DAVIS	1610 S 11TH AVE	YUMA	AZ	85364
LEHRER MARY FAYE	1530 S 10TH AVE	YUMA	AZ	85364
LEWIS SAMUEL J & ASHLEY B JT	1705 S 11TH AVE	YUMA	AZ	85364
LOPEZ CARLOS ALBERTO & MARISELA JT	1614 S 11TH AVE	YUMA	AZ	85364
LOPEZ JUAN C & MARIA G LIZARDE JT	1517 S 11TH AVE	YUMA	AZ	85364
LOPEZ MARIO & DORIS JT	1704 S 10TH AVE	YUMA	AZ	85364
LOPEZ ROMAN & BLANCA P	1720 S 14TH AVE	YUMA	AZ	85634
LOPEZ ROSALIE	1270 W 17TH ST	YUMA	AZ	85364
LOPEZ TRUST 6-25-2020	1213 W 15TH ST	YUMA	AZ	85364
LOYNES ANTHONY BERNARD	1246 W 17TH PL	YUMA	AZ	85364
MADRID CAROLE A	1351 W 16TH PL	YUMA	AZ	85364
MAGANA STANLEY DUANE TRUST 9-13-2023	1730 S 11TH AVE	YUMA	AZ	85364
MARQUEZ JORGE ESTEBAN	1630 S 11TH AVE	YUMA	AZ	85364
MARTINEZ ANACRISITNA	1615 S 10TH AVE	YUMA	AZ	85364
MAY SAMUEL R & VIOLA M JT	1613 S 11TH AVE	YUMA	AZ	85364
MC NEELY BRIANNA MEZEI & ALEXANDER JASON	1623 W 10TH AVE	YUMA	AZ	85364
MCDONALD EDWARD GENE	1245 W 17TH PL	YUMA	AZ	85364
MEJIA FAMILY PROPERTIES LLC	3293 S PINTO WAY	YUMA	AZ	85365
MEJIA MISAEL ROSADO	1715 S AVENUE A	YUMA	AZ	85364
MONTERO HUMBERTO & IRMA JT	1881 S 4TH AVE STE B	YUMA	AZ	85365
MONTOYA ENRIQUE & MELISSA LOUISE QUINTERO	1122 W 17TH ST	YUMA	AZ	85364
MOREE FAMILY TRUST 9-18-2006	13066 OLD WEST AVE	SAN DIEGO	CA	92129
MORFIN RONALD A	3831 W 27TH LN	YUMA	AZ	85364
MORGAN JULIO CESAR & FAVIOLA	8747 BLUE LAKE DR	SAN DIEGO	CA	92119
MORGAN RUTH	3538 ISLA VISTA DR	SAN DIEGO	CA	92105
MUNOZ ISABEL	1257 W 17TH PL	YUMA	AZ	85364
NASH DEBORAH	1722 S 11TH AVE	YUMA	AZ	85364
NAVA RICARDO & JULIETTE	4831 W 17TH PL	YUMA	AZ	85364
OCHOA BARBARA G	1222 W 16TH PL	YUMA	AZ	85364
ODONNELL TIMOTHY W	1521 S 11TH AVE	YUMA	AZ	85364
ONTIVEROS MARINA	1524 S 11ST AVE	YUMA	AZ	85364
ORSBORN KATY MARIE	1632 S 10TH AVE	YUMA	AZ	85364
ORTEGA FRANCISCO & PATRICIA JT	1702 S 11TH AVE	YUMA	AZ	85364
PLAZA ANNA B	1012 S BARDEAUX AVE	YUMA	AZ	85364
PONCE RICHARD & YOLANDA	1506 S 11TH AVE	YUMA	AZ	85364
RAINEY ARACELY T	1628 S 10TH AVE	YUMA	AZ	85364
RAMIREZ ANA LYDIA	1733 S 11TH AVENUE	YUMA	AZ	85364
RAMIREZ JOSE M DIAZ	1521 S 10TH AVE	YUMA	AZ	85364
RAMOS ADOLFO & SANDRA JT	1600 S VIA CIELO	YUMA	AZ	85364
RANGEL FERNANDO	1731 S AVENUE A	YUMA	AZ	85364
READHEAD ROBERT JOSEPH	1514 S 10TH AVE	YUMA	AZ	85364
REX SCOTT P & REBECCA J JT	1209 W 17TH PL	YUMA	AZ	85364
REYES CLEMENTE V	PO BOX 2689	SOMERTON	AZ	85350
REYES CLEMENTE V	PO BOX 2689	SOMERTON	AZ	85350
REYES CLEMENTE V	PO BOX 2689	SOMERTON	AZ	85350
REYES CLEMENTE V	PO BOX 2689	SOMERTON	AZ	85350
REYNOLDS MARK A & SUE S JT	1298 W 17TH ST	YUMA	AZ	85364

RHODES GREGORY TYLER & CARBAJAL JESSICA JT	1233 W 17TH PL	YUMA	AZ	85364
RICHARDS JACKIE	1514 S 11TH AVE	YUMA	AZ	85364
RICHARDS JACKIE &	1242 W 18TH ST	YUMA	AZ	85364
RIVERA CARLOS J & PETRA JT	1728 S 10TH AVE	YUMA	AZ	85364
ROBLES ALONDRA	1510 S 10TH AVE	YUMA	AZ	85364
ROBLES DEBRA S	1270 W 16TH PL	YUMA	AZ	85364
ROBLES FRANK & KAREN S	1294 W 16TH PL	YUMA	AZ	85364
ROBLES MAGDALENA M	1612 S 10TH AVE	YUMA	AZ	85364
RODRIGUEZ MIREYA	1529 S 11TH AVE	YUMA	AZ	85364
RODRIGUEZ VICENTE JR	1246 W 17TH ST	YUMA	AZ	85364
ROJAS ARACELY	1712 S 10TH AVE	YUMA	AZ	85364
ROJAS ARACELY	1712 S 10TH AVE	YUMA	AZ	85364
ROJAS ROBERT F &	1740 S 11TH AVE	YUMA	AZ	85364
RONQUILLO AURORA	1150 S JEWEL AVE	YUMA	AZ	85364
ROSALES TERESA	1717 S 10TH AVE	YUMA	AZ	85364
ROSS GLENN A	1258 W 16TH PL	YUMA	AZ	85364
RUELAS APOLINAR & ESTHER JT	1233 W 16TH PL	YUMA	AZ	85364
SALGADO RAMIRO CORTEZ	1713 S 10TH AVE	YUMA	AZ	85364
SANCHEZ NATALEE ESMERALDA	1739 S AVE A	YUMA	AZ	85364
SANDOVAL LEE A	1501 S 11TH AVE	YUMA	AZ	85364
SANDOVAL ROSARIO	1513 S 11TH AVE	YUMA	AZ	85364
SHADAN PROPERTIES LLC	2177 W 22ND PL	YUMA	AZ	85364
SOTO JESUS E Y & BARBARA A JT	1219 W 17TH ST	YUMA	AZ	85364
SOTO RUBEN A	1502 S 10TH AVE	YUMA	AZ	85364
STOKES WAYNE CLAY II	8607 GOLDEN RIDGE RD	LAKESIDE	CA	92040
SULLIVAN HOLDINGS	992 W 16TH ST	YUMA	AZ	85364
SULLIVAN HOLDINGS	992 W 16TH ST	YUMA	AZ	85364
SULLIVAN HOLDINGS AZ LLC	992 W 16TH ST	YUMA	AZ	85364
THOMAS G L PROPERTIES LLC	PO BOX 6486	YUMA	AZ	85366
TORRES FAMILY TRUST 3-6-2024	3195 S HORSESHOE BEND AVE	YUMA	AZ	85364
TORRES HUMBERTO & MARTHA	194 N 22ND AVE	YUMA	AZ	85364
VALENCIA ANITA	1526 S 10TH AVE	YUMA	AZ	85364
VISION ASSETS LLC	PO BOX 4507	SAN LUIS	AZ	85349
VITAL YURIKO	1212 W 18TH ST	YUMA	AZ	85364
WALSMA PAMELA TRUST 11-4-2004	3644 W 12TH LN	YUMA	AZ	85364
WELTER MARK J & SYLVIA M	1518 S 9TH AVE	YUMA	AZ	85364
WILLIAMS JAMES F	1637 S 11TH AVE	YUMA	AZ	85364
WONG RENE & ESTELLA A	1532 S 11TH AVE	YUMA	AZ	85364
YARWOOD CHRISTINA M	1525 S 11TH AVE	YUMA	AZ	85364
YOUNG GEORGE L	2229 E 24TH PL	YUMA	AZ	85365
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364
YUMA ELEMENTARY SCHOOL DISTRICT #1	450 W 6TH ST	YUMA	AZ	85364

ATTACHMENT F  
AERIAL PHOTO



Public Comments provided September 9, 2024

1222 W. 16th Pl.  
Yuma, AZ 85364  
(928) 550-0694

September 7th, 2024

Ms. Amelia Domby  
Senior Planner  
Dept of Planning and Neighborhood Services  
One City Plaza  
Yuma, AZ 85364

Dear Ms. Domby:

I am writing this email, because I have concerns about Minor General Plan Amendment-Mixed Use and low-density Residential to high-density for the southeast corner of Avenue A and 16th Street (Case Number GP-42762-2024). Changing the nature of this residential area will dramatically disrupt the lives of people living in this vicinity. In addition, it will have a significant negative impact on the area's transportation, the quality of life, and the safety of this area.

First, the change of this residence will dramatically subvert the "nature" of this area. Ever since the city transformed this orange grove into low-density residential, this area has become a "home" for generations of families. This area was always a quiet place, a safe place, an area that created a serenity for families. This will change if the area opens itself to apartments and temporary housing. A home is a family's sanctuary, but high-density residential invites "transitory" families.

Also, changing low-density to high-density would cause more crime and violence. A study entitled, "Land Use and Violent Crime" which was sponsored by the Indiana University Public Policy determined that, "There seems to be something about (high-density residential) units that is associated with all types of serious violent crime, even controlling for the other factors in the model. Apparently, high-density housing units promote serious violent crime." This means that there are higher rates of robbery and aggravated assault in high-density residential units. Statistically, this residential area has always shown a low level of violent crime. Sadly, this would change if the area is designated as high-density residential.

Furthermore, high-density residential development will overcrowd and overburden the area's infrastructure. The amount of vehicle traffic in the neighborhood will grow exponentially. The residence is adjacent to the intersection of 16th Street and Avenue A, which makes it a magnet for vehicle traffic. This is true during the morning, lunch, and late afternoon rush hours. High-density development will only increase this problem. This will pose a hazard to children since the area is only a few blocks away from Alice Byrne School and less than a mile away from OC Johnson School, St. Francis School, Woodard Junior High School, and several preschools. One

just needs to see 16th Street and Avenue A during rush hour traffic to see how congested these streets can become. At 3:45, schools are flooded with people trying to pick up their children. High-density residential development will only make these issues worse.

Finally, pollution, in particular, noise and air pollution will increase. The World Health Organization (WHO) determined that noise pollution is one of the most critical factors affecting public health. At night and for some of the day, the streets of Yuma, especially 16th Street and Avenue A, are inundated by the roaring engines, the thunderous bass, and the growling noises from Yuma's drivers. High density will only worsen this issue.

We ask that the neighborhood continues to be low-density residential. Open the area to homes, so families can place their roots into Yuma soil.

Sincerely,  
Dr. Christopher Ochoa  
1222 W 16th Pl  
Yuma, AZ 85364  
(928) 550-0694

To whom it may concern,

I am writing to express my deep concern and strong opposition to the proposed rezoning of the property located at the intersection of Ave A and 16th Street from mixed-use to high-density residential. This rezoning initiative aims to facilitate the construction of an apartment complex on the 1.3-acre plot, potentially accommodating up to 39 units. The implications of this rezoning raise significant concerns for the safety, security, and quality of life in our community.

First and foremost, the safety implications of such high-density housing development cannot be overstated. The area in question is surrounded by busy roads without adequate infrastructure to accommodate increased pedestrian and vehicular traffic. Ave A to the West of the property lacks a designated bike lane and is already heavily congested. To the North, 16th Street transforms into a major US highway, further exacerbating traffic concerns. The local roads to the South and East are narrow and poorly equipped with traffic control measures. The addition of 39 housing units would undoubtedly lead to heightened risks of pedestrian accidents and traffic congestion, posing a direct threat to the safety of residents and commuters alike.

Moreover, I am deeply concerned about the potential rise in vandalism and graffiti that often accompanies high-density, particularly low-income, housing developments. Our community already faces challenges with graffiti, and increasing the population density in the area without adequate safeguards could exacerbate these issues. Maintaining the safety and security of our neighborhoods should be a top priority, and approving this rezoning without proper mitigation strategies in place could jeopardize the quality of life for current residents.

Additionally, the proposed high-rise apartments would significantly compromise the privacy of existing homeowners. With taller buildings overlooking neighboring houses and yards, there is a legitimate concern about privacy infringement and loss of personal space. If the rezoning must proceed, I strongly urge the implementation of substantial privacy measures such as barriers or gated communities to protect the rights and privacy of current residents.

Furthermore, the current traffic congestion around the proposed development site is already severe, necessitating detours for local residents and posing risks to pedestrians and school children. Recent incidents nearby, such as the tragic death of a school crossing guard on 8th Ave and 24th Street, underscore the urgent need for cautious planning and consideration of safety in any development decisions.

This land, formerly owned by local residents, was taken with the promise of improving community welfare by widening the congested intersection. Regrettably, these promises have not been fulfilled, and it is now disheartening to witness the city's intention to profit from this acquisition through high-density apartment development.

The use of eminent domain, justified under the premise of public benefit, should serve to enhance community welfare and address pressing public needs. In this case, the widening of the congested intersection was the stated purpose for acquiring the land. However, the failure to fulfill this commitment raises serious concerns about the city's priorities and accountability to its residents.

Moreover, the proposed high-density apartment development appears to violate A.R.S. 12-1131, which governs the use of eminent domain in Arizona. This statute expressly prohibits the use of eminent domain for economic development or enhancement of tax revenue unless it is for public use or public purpose. The primary intent of eminent domain is to serve the public good, not private interests or financial gain.

By seeking to rezone the land for high-density apartments, the city is potentially disregarding the legal framework set forth in A.R.S. 12-1131. This raises significant legal and ethical questions about the city's compliance with state laws and its obligation to act in the best interests of its citizens.





In conclusion, I respectfully request that the Planning and Zoning Commission thoroughly consider the profound safety risks, potential increase in vandalism, privacy concerns, and existing traffic issues associated with the rezoning of this property. It is imperative to prioritize the well-being and quality of life of the community members who will be directly impacted by this decision.

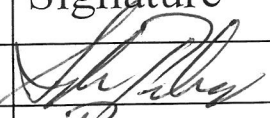
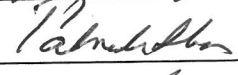
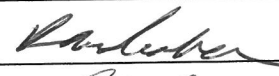
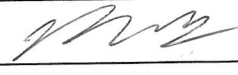
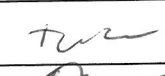

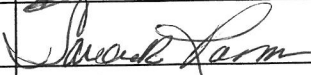
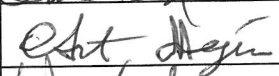
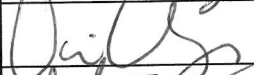

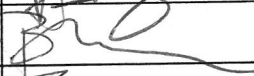
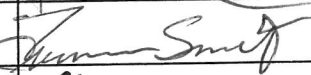
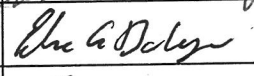

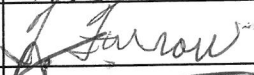
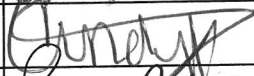

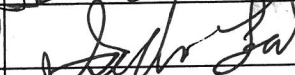
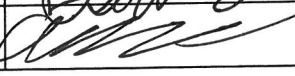
Enclosed with this letter is a signed petition from community members who share these concerns and strongly oppose the rezoning. We trust that you will carefully evaluate all aspects and take into account the overwhelming community sentiment against this proposal.

Thank you for your attention to this critical matter. We look forward to your thoughtful consideration of our concerns.

Sincerely,

*all petitioners*

Name	Address	Contact #	Approve (YES)	Oppose (NO)	Signature
Ruben Soto	1502 S. 10 <sup>th</sup> AVE	928-388-5650		X	
<del>Antonio V. LAGUNAS 1513 S.</del>					
Antonio V. LAGUNAS	1513 S. 10 <sup>th</sup> Ave	928-2473199		X	Antonio V Lagunas
Ernesto Andrade	1522 S. 10 <sup>th</sup> Ave	928-287-3607		X	EA
Beatrice Silva	1522 S. 10 <sup>th</sup> Ave	928-750-1016		X	BS
<del>Jose M. Dier</del>	<del>1521 S. 10<sup>th</sup> Ave</del>	<del>928-581-6109</del>		X	JD
ERICK ROSS	1525 S. 10 <sup>th</sup> AVE	905 904 7759		X	
47					
Mary Hays Febrer	1530 S. 10 <sup>th</sup> Ave	928-210-6232		X	Mary Hays Febrer
Vincent Lacy	1518 S. 10 <sup>th</sup> Ave	928-782-5224		X	Vincent Lacy
Nelson Rute to	1519 S. 10 <sup>th</sup> Ave	(928) 271/9861		X	
Annette Bernal	1505 S. 10 <sup>th</sup> Ave	928 210 0079		X	Ann Bernal
Harry Chessen	1509 S. 10 <sup>th</sup> Ave	928-388-8724		X	Harry Chessen
Maria Lank	1517 S. 11 <sup>th</sup> Ave	928 5032734		X	Maria Lank
<del>David Ball</del>	<del>1521 S. 11<sup>th</sup> Ave</del>	<del>619-368-6837</del>		X	
Orlando Balcazar	1529 S. 11 <sup>th</sup> AVE	928 94 5419		X	Orbalcazar...
David Jovei	1510 S. 11 <sup>th</sup> AVE	928 210-1913		X	David Jovei
Jandra Sandoval	1501 S. 11 <sup>th</sup> AVE	928-247-7739		X	Jandra Sandoval
LEE SANDOVAL	1501 S. 11 <sup>th</sup> AVE	928-247-7112		X	Lee Sandoval

Name	Address	Contact #	Approve (YES)	Oppose (NO)	Signature
Sylvia Pelroy	1472 S. 8th Ave	928 580-0888		X	
Palmira Ibarra	1472 S. 8th Ave			X	
David Cabral	1742 S. 10th Ave	928-580-0888		X	
Nicole Burns	1627 S. 10th Ave	928-920-0251		X	
Tyler Burns	1627 S. 10th Ave			X	
Danny Frausto	1313 W 15th St	928 920-2054		X	
Sandra Ramos	1600 Via Cielo	928-920-4800		X	
Art Mejia	905 W 16th St	928 782 5845		X	
Veronica Vargas	919 S. Macd. Ave	928			
Mex McNeely	1629 S. 10th Ave	602 350 2528		X	
Brianna McNeely	1623 S. 10th Ave	928 920 7820		X	
James Smith	1629 S. 10th Ave	928-583-1712		X	
Edna A Balcazar	1616 S. 10th Ave	928-750-3692		X	
Eric Guzman	1616 S. 10th Ave	(928) 388-8825		✓	
Terri Farnum	1611 S. 10th Ave	928-446-5629		✓	
Cindy Orozco	1101 W. 16th St	928-285-4164		✓	
Sammy May	1613 11th Ave			✓	
Sherry La Jara	9-7-	928		NO	
Ancha Sorbente	9-7			NO	

Name	Address	Contact #	Approve (YES)	Oppose (NO)	Signature
Marisela Zavala	1614 S 11 <sup>th</sup> Ave	928 246 8056		X	m. zavala
5 Kg Bricks	1625 504th Ave NLD			X	<del>Signature</del>
Miguel A. M	1630 S 11 <sup>th</sup> Ave			X	<del>Signature</del>
Patricia Ortega	1702 11 <sup>th</sup> Ave			X	<del>Signature</del>
Jesse	1713 11 <sup>th</sup> Ave			X	<del>Signature</del>
Samuel	1717 11 <sup>th</sup> Ave			X	<del>Signature</del>
Josue Hernandez	1725 S 11 <sup>th</sup> Ave	928 347-7683		X	Josue H.
Terese Andrade	1734 S 11 <sup>th</sup> Ave	928-343 4926		X	Terese Andrade
M. Harris	1737 S 11 <sup>th</sup> Ave	928-4083928		X	M. Harris
M. Cabales	1726 S 11 <sup>th</sup> Ave	928-503-1356		X	M. Cabales

**RESOLUTION NO. R2024-054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING RESOLUTION R2022-011, THE CITY OF YUMA 2022 GENERAL PLAN, TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 1.3 ACRES FROM MIXED USE AND LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF AVENUE A AND 16<sup>TH</sup> 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 9, 2024 for General Plan Amendment Case No. GP-42762-2024, 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 17, 2024; 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 Commercial to High Density Residential.

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

APPROVED:

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

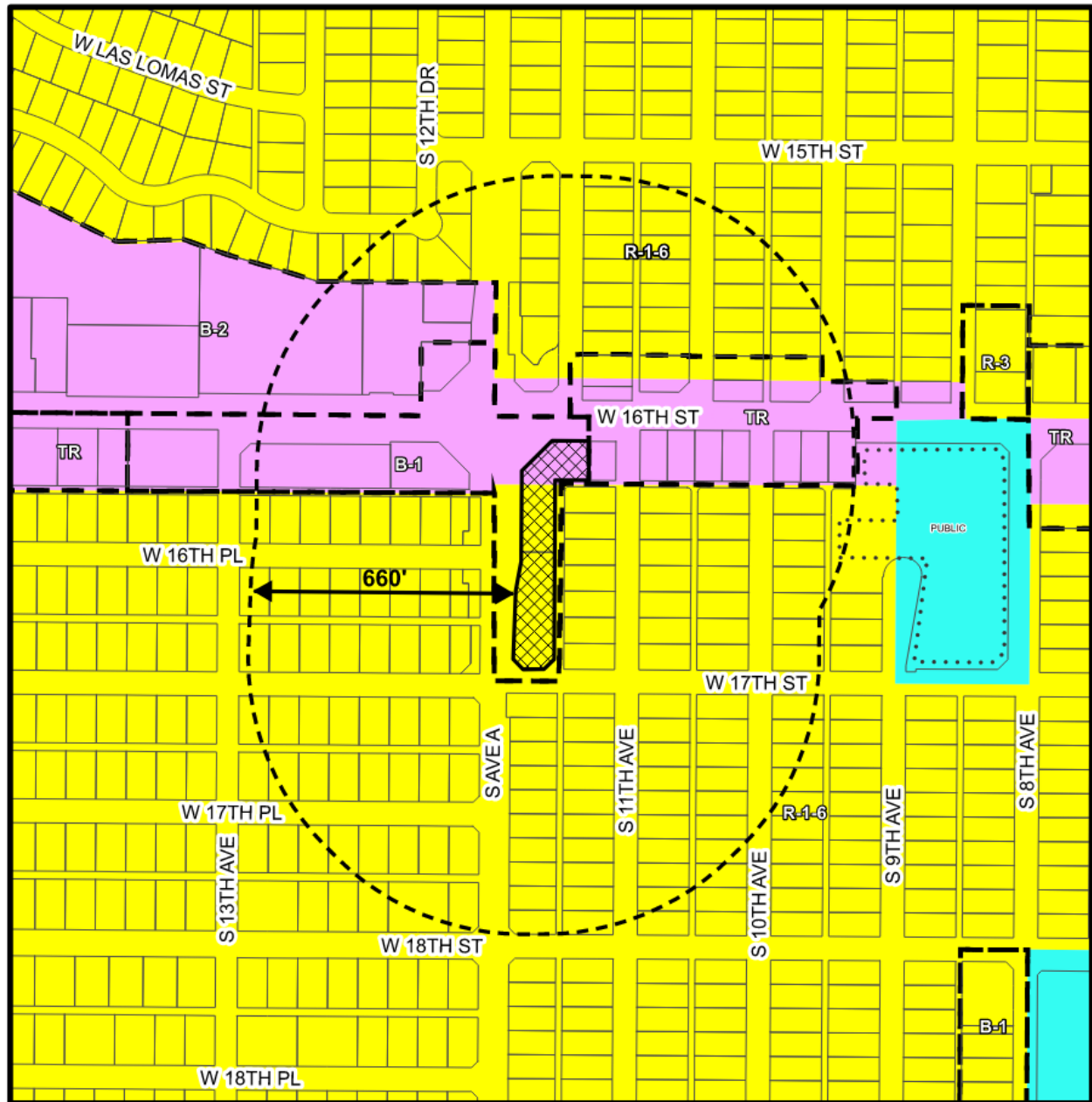
ATTESTED:

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

APPROVED AS TO FORM:

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

# Exhibit A



## GENERAL PLAN - LAND USE

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

## LOCATION MAP



LOCATION OF SUBJECT PROPERTY



NOTIFICATION AREA

## ZONING DISTRICTS

- B-1 - Limited Commercial
- B-2 - General Commercial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-3 - High Density Residential
- TR - Transitional
- Public (P) Overlay



Prepared by: DG

Checked by: AD



Date: 5/22/2024

Revised:

Revised:

Case #:

GP-42762-2024