



## City of Yuma City Council Meeting REVISED Agenda

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Wednesday, November 2, 2022

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.

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

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

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

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

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

The Worksession previously scheduled for November 1, 2022 has been cancelled.

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **FINAL CALL**

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

**PRESENTATIONS**

- Reading of Alzheimer's and Caregiver Awareness Month Proclamation
- ADDITION

**I. MOTION CONSENT AGENDA**

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

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

1. [MC 2022-196](#)      **Regular Council Worksession Draft Minutes October 18, 2022**  
Attachments:      [2022 10 18 RWS Minutes](#)
2. [MC 2022-197](#)      **Regular Council Meeting Draft Minutes October 19, 2022**  
Attachments:      [2022 10 19 RCM Minutes](#)

**B. Executive Sessions**

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

**C. Approval of staff recommendations:**

1. [MC 2022-187](#)      **Liquor License: The Hills Gastropub**  
Approve a Series #12: Restaurant Liquor License application submitted by Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive. (LL22-17) (City Administration/City Clerk)  
Attachments:      [1. MAP Liquor License: The Hills Gastropub](#)
2. [MC 2022-188](#)      **Cooperative Purchase Agreement: Ambulance**  
Authorize the purchase of one ambulance, utilizing the cooperative purchase agreement issued by the Houston-Galveston Area Council (H-GAC), for an estimated amount of \$222,734.00 (excluding tax) to: Braun NW, Inc., Chehalis, WA (Fire-CPA-23-106) (Dustin Fields/Robin R. Wilson)

3. [MC 2022-189](#)      **Cooperative Purchase Agreement: Avaya Private Branch Exchange (PBX) Combined Upgrade and Subscription Services**  
Authorize the City Administrator to execute a contract for the purchase of an Avaya Private Branch Exchange (PBX) upgrade and five-year subscription services utilizing a cooperative purchase agreement at an estimated total amount of \$550,000 to: ConvergeOne Bloomington, MN. (IT-CPA-23-001) (Isaiah Kirk/Robin Wilson)
4. [MC 2022-190](#)      **Cooperative Purchasing Agreement: Athletic Field Lighting at Kennedy Park**  
Authorize the purchase, delivery and installation of athletic field lighting at Kennedy Park to Musco Sports Lighting, Oskaloosa, IA, utilizing 1GPA Cooperative Purchase Agreement for an expenditure of \$327,500.00. (Parks and Recreation CPA-23-090) (Eric Urfer/Robin Wilson)
5. [MC 2022-191](#)      **Cooperative Purchasing Agreement: Rink Dasher Board System at Kennedy Park**  
Authorize the purchase, delivery and installation of a rink dasher board system for the Kennedy In-line Hockey rink utilizing Sourcewell's Cooperative Purchase Agreement for an expenditure of \$164,500.00 (Parks and Recreation CPA-23-090) (Eric Urfer/ Robin Wilson)
6. [MC 2022-192](#)      **Cooperative Purchase Agreement: Pickleball Court Installation at Ray Kroc Complex**  
Authorize the purchase, and installation of four Pickleball Courts at Ray Kroc Complex to General Acrylics, Phoenix, AZ, utilizing the Mohave Educational Services Cooperative Purchase Agreement for an estimated expenditure of \$143,157.07. (Parks-CPA-22-143) (Eric Urfer/Robin Wilson)
7. [MC 2022-193](#)      **Cooperative Purchase Agreement: Playground Flooring Replacement at the Stewart Vincent Wolfe Park**  
Authorize the purchase, delivery, and installation of playground flooring for Stewart Vincent Wolfe Park, to Exerplay, Cedar Crest, MN, utilizing the Mohave Educational Services Cooperative Purchase Agreement for an estimated expenditure of \$474,537.63. (Parks-CPA-22-134) (Eric Urfer/Robin Wilson)
8. [MC 2022-194](#)      **Sole Source: Badger Meters and Parts**  
Authorize the award of a sole source purchase of various Badger Meters to replace existing meters at the cost of \$230,000.00 to: Badger Meter, Milwaukee, Wisconsin (Utilities SS-23-086) (Jeremy McCall/Robin Wilson)

9. [MC 2022-195](#) **Arizona Department of Homeland Security-Surveillance Trailer**  
Authorize the City Administrator to execute an agreement with the Arizona Department of Homeland Security for reimbursement of funds expended for equipment in support of the State Homeland Security Grant Program. (Police/Patrol) (S. Smith)
- Attachments:** [1. SUPP FFY2022AwardLetter](#)  
[2. SUPP FFY2022BudgetDetail](#)  
[3. SUPP FFY2022ProjectAdministrationPage](#)  
[4. AGMT FFY2022SubrecipientAgreement](#)  
[5. SUPP FFY2022EHPLetter](#)
10. [MC 2022-138](#) **Infrastructure & Services Report: ANEX-39735-2022 Faulkner**  
Approve an Infrastructure and Services Report for Annexation Area No. ANEX-39735-2022, identified as the Faulkner Annexation, located at 868 and 920 S. Avenue B. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

## II. 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. [O2022-035](#) **Annexation Area No. ANEX-39735-2022: Faulkner**  
Authorize annexation of property located at 868 and 920 S. Avenue B. (ANEX-39735-2022). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments:** [1. PET Annex: 868 and 920 S. Ave B](#)  
[2. ORD Annex: 868 and 920 S. Ave B](#)
2. [O2022-050](#) **Declare Real Property Surplus and Authorize Sale**  
Declare City of Yuma owned real property surplus and authorize sale to the adjacent property owner: 1651 S. 1st Avenue; APN: 665-36-062. (City Engineer) (David Wostenberg)
- Attachments:** [1. MAP Declare Surplus and Authorize Sale: 1651 S. 1st Avenue](#)  
[2. ORD Declare Surplus and Authorize Sale: 1651 S. 1st Avenue.](#)

## FINAL CALL

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

### III. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

*Discussion and possible action on the following items:*

1. Appointments:

- Municipal Court Judge Pro Tempore - one appointment

2. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of October 20, 2022 through November 2, 2022. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

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

3. Scheduling:

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

### IV. 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.*

### V. CALL TO THE PUBLIC

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

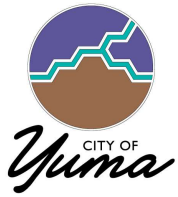
**VI. EXECUTIVE SESSION**

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

A. Discussion, consultation with and/or instruction to legal counsel regarding a restaurant concession agreement. (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 2022-196

**Agenda Date:**

**Agenda #:** 1.

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**Regular Council Worksession Draft Minutes October 18, 2022**

**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 18, 2022**  
**5:30 p.m.**

**CALL TO ORDER**

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

Councilmembers Present: Shelton, Morris, McClendon, Knight, Watts, Shoop and Mayor Nicholls  
Councilmembers Absent: None  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Executive Director (YCNHA), Cathy Douglas  
Various department heads or their representatives  
City Attorney, Richard W. Files  
City Clerk, Lynda Bushong

**I. NATIONAL ARTS AND CULTURE MONTH**

**Rose Ann Forte**, Chairman of the Board of Arizona Citizens for the Arts (AZCA), stated that AZCA is an organization that advocates for public support and funding for arts and culture organizations statewide. This includes encouraging investments from federal, state, city, and all other community resources including philanthropy. **Forte** introduced **Mark Feldman**, Chairman of the Board of the Arizona Commission on the Arts (Arts Commission) to discuss the role that the Arts Commission plays in Yuma.

**Feldman** explained that the Arts Commission is a state agency that provides grants, programs, services, and leadership in support of the arts, and arts learning in partnership with arts organizations, schools, festivals, and individual artists. **Feldman** provided the following overview of the Arts Commission and its impact on arts and culture in Yuma:

- Funding
  - The Arts Commission receives annual funding of approximately \$1 million from the National Endowment for the Arts, subject to matching funds
    - Those matching funds come from Arizona Corporation Commission filing fees
  - Funding may also be received from the state through the annual budget process
    - This year, the Arts Commission received a state appropriation of \$5 million
- Total Investment 2020-2023 - \$231,362
  - Current Grants to Yuma (2022-2023)
    - Creative Capacity Grants
      - Ballet Yuma - \$15,200
      - Children's Museum of Yuma County \$22,770
      - Yuma Orchestra Association - \$10,250
    - Lifelong Arts Engagement Grant
      - Arizona Western College Foundation \$7,392



- Youth Arts Engagement Grants
    - Cocopah Indian Tribe \$7,500
- Recent Grants to Yuma (2020-2022)
  - Federal & State Pandemic Relief Grants
    - Ballet Yuma - \$25,000
    - Children's Museum of Yuma County - \$15,000
    - City of Yuma - \$17,500
    - Littlewood Fine Art, Inc. - \$6,000
    - Yuma Art Center - \$22,000
    - Yuma Orchestra Association - \$20,000
    - Emergency Support to Working Artists - \$8,500
  - Other Grants
    - Ballet Yuma - \$7,500
    - Children's Museum of Yuma County - \$5,000
    - City of Yuma - \$25,000
    - Littlewood Fine Art, Inc. - \$5,000
    - Yuma Art Symposium, Inc. - \$3,000
    - Yuma Orchestra Association - \$3,000
- Benefits of Art
  - Strengthens communities
  - Enhances education
  - Builds a creative workforce
  - Improves quality of life
- Commission Focus
  - Exceed \$5 million in public funding annually
  - Encourage communities and public representatives to continue funding the arts
  - Build a cooperative environment where people work together to enhance one another's communities

**Forte** stated that the business of arts and culture drives tourism, economic development, and the quality of life for Yumans. Support is needed through the combined efforts of federal, state, and local governments and philanthropic organization for ongoing funding. The community is behind City Council's support of arts and culture in Yuma, as evidenced by the many businesses, organizations, and individuals who came to today's meeting. In closing, **Forte** encouraged voting in support of Proposition 417, the renewal of the City's hospitality tax, as it provides resources for the furtherance of a vibrant community with activities that enrich residents and tourists alike.

**Mayor Nicholls** read a proclamation declaring October 2022 National Arts and Humanities Month, calling upon community members to celebrate and promote arts and culture in our nation, and encouraging greater participation by community members by taking action for the arts and humanities in their community.

## II. YUMA CROSSING NATIONAL HERITAGE AREA UPDATE

**Douglas** presented the following review of the Yuma Crossing National Heritage Area (YCNHA) 2017-2022 Strategic Plan:

- Observations
  - There has been considerable progress in a number of areas including:
    - West Wetlands Lower Bench Development
    - Improved relations and funding commitments from Arizona State Parks
    - Adobe restoration in the Brinley District
    - New nature park development in the Yuma East Wetlands
  - Funding challenges for the 380-acre Yuma East Wetlands and the 11-acre Colorado River State Historic Park
  - YCNHA's original vision for the Hotel Del Sol has been taken up and championed by the City
  - Remaining riverfront land still vacant and undeveloped
- The Yuma Crossing National Historic Area is comprised of seven districts:
  - West Wetlands
  - Yuma East Wetlands
  - Downtown Riverfront
  - Main Street
  - Brinley Historic District
  - Southern Pacific Railyards
  - Century Heights Historic District
- West Wetlands
  - Gowan Grove - seven acres of recently cleared land was restored by over 500 volunteers with Gowan Company
    - Additional projects will be completed between the East Wetlands and West Wetlands by 900 Gowan Company volunteers in November 2022
  - Over \$400,000 in state grant funds were raised in partnership with the Parks and Recreation Department to restore 28 acres in the lower bench and add a pathway to connect the West Wetlands to Gateway Park
    - YCNHA will partner with Parks and Recreation once again on a new \$250,000 grant from the Arizona Office of Tourism to create additional parking, shade ramadas, trails, and landscaping improvements within a 17-acre blighted area in the center of the park
  - Additional work needs to be done to complete the West Wetlands, including extending sewer and water lines to provide additional restrooms and picnic areas, and developing a plan to complete the west end of the park
- Yuma East Wetlands
  - Since 2017, YCNHA has secured nearly \$700,000 in grant funds above and beyond the annual Multi-Species Conservation Program (MSCP) funding to advance bank line restoration, restore a burned area, reduce hazardous fuels, and develop the Sunset View Nature Park behind the Pacific Avenue Athletic Complex
    - The new nature park will feature shade ramadas, a wildlife viewing overlook, connecting trails, and a pollinator garden
    - Over \$400,000 in grant funding has been secured, including \$300,000 of City American Rescue Plan Act (ARPA) funds

- Nicklaus Engineering was awarded the engineering contract, and design work is underway
  - The United States Marine Corps (USMC) has committed an engineering group to complete all of the earthmoving work on a volunteer basis
- A \$76,000 grant was recently secured from the Arizona Department of Forestry and Fire Management to restore 3,000 linear feet of bank line in the North Channel
- Some challenges at the Yuma East Wetlands include:
  - MSCP only provides enough funding to complete basic maintenance in certain areas; additional funding sources are needed to bring the area up to a “Yuma standard”
  - Inflation is a new stress on the budget
  - Blight on cottonwood trees requires replanting of mesquites and other native trees
  - Need to provide a fresh source of water to the South Channel
  - The new Five-Year Plan (2023-2028) with MSCP may include capital needs such as replacement of deteriorating water inlet/outlet structures
  - Taking on removal of bank line Phragmites as a potential water savings measure
- Yuma Territorial Prison State Historic Park
  - Has unique appeal, strong community support, and is financially self-sufficient
  - Arizona State Parks has approved \$6 million in funding in Fiscal Years 2024 and 2025
    - Funding is needed for historical preservation and infrastructure improvements including new lighting and bathrooms
- Colorado River State Historic Park (CRSHP)
  - Requires City and YCNHA funding support
  - Tells an important story about the past, present, and future of the Colorado River, but does not have the same appeal as the Territorial Prison
  - Outreach to major private foundations is needed to advance the CRSHP Master Plan
  - Significant historic building restoration is needed
- Yuma Heritage Center
  - The original City Hall was built in 1922
  - YCNHA has successfully managed the property for 20 years, providing regular maintenance
  - The City and YCNHA will need to jointly undertake a complete assessment of the building’s capital needs to ensure its long-term viability
- Brinley Historic District
  - Helping revitalize the Sanguinetti House and Gardens
  - Promoting the preservation and restoration of the Madison Avenue Adobes
  - Partner with the Arizona Historical Society and the Yuma County Historical Society to advance the Molina Block Project
- New Opportunities and Challenges
  - Quechan Riverfront Park
  - Clearing Phragmites along bank line
  - Bringing prominence to the CRSHP
    - Implementation of the 2019 Master Plan which will require commitments from major national foundations whose prime focus is on the Colorado River

### Discussion

- As the riverfront is restored to remove invasive vegetation and replace it with native plants, many bird species have returned to both the East and West Wetlands (**Shoop/Douglas**)

- Historical re-enactments by people in period costumes used to take place at the CRSHP, and having them return might enhance the attractiveness of the park to visitors (**Shelton/Douglas**)
- Cottonwood trees are not very drought resistant, so those that are not flood irrigated have become diseased and died off (**Watts/Douglas**)

**III. REGULAR CITY COUNCIL MEETING AGENDA OF OCTOBER 19, 2022** – Mayor Nicholls went through the action items on the agenda and no discussion was held.

#### EXECUTIVE SESSION

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:13 p.m. No Executive Session was held.

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Lynda L. Bushong, City Clerk

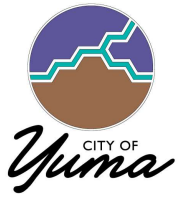
APPROVED:

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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 2022-197

**Agenda Date:** 11/2/2022

**Agenda #:** 2.

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**Regular Council Meeting Draft Minutes October 19, 2022**

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**OCTOBER 19, 2022**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 5:35 p.m.

**INVOCATION/PLEDGE**

**Robert Bohner**, Spiritual Assembly Member of Baha'is of Yuma, gave the invocation. **Janet Pierson**, Deputy City Clerk, led the City Council in the Pledge of Allegiance.

**ROLL CALL**

Councilmembers Present:	Shelton, Morris, McClendon, Knight, Watts, Shoop, and Mayor Nicholls
Councilmembers Absent:	None
Staffmembers Present:	Acting City Administrator, John D. Simonton Executive Director of the YCNHA, Cathy Douglas Deputy City Attorney, Rodney Short Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

**FINAL CALL**

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

**PRESENTATIONS**

Douglas, Executive Director, Yuma Crossing National Heritage Area introduced Kathryn Leonard, State Historic Preservation Officer, and Vic Linoff, Board Member for the Arizona Preservation Foundation, who presented Tina Clark, the Heritage Area City Archeologist Curator, with the 2022 Elisabeth Ruffner Keystone Award for Community Leadership (Keystone Award). The Keystone Award recognizes community leaders whose motivation and passion have fostered the resources and connections necessary for preservation to thrive within their own communities and is presented to individuals that have contributed to their communities quality of life, sense of place and heritage appreciation.

A video was displayed showing all of the accomplishments and efforts made by Tina Clark for the Yuma community.

**I. MOTION CONSENT AGENDA**

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

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

Regular City Council Worksession

September 20, 2022

Regular City Council Meeting

October 5, 2022

B. Executive Session

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

C. Approval of Staff Recommendations

1. Approve a Series #06: Bar Liquor License application submitted by Chris Wheeler, agent for Alchemy Wine and Spirits located at 30 W. 3<sup>rd</sup> St. (LL22-16) (City Admin/Clk)
2. Approval of this Final Plat for La Vida Subdivision, located at the northwest corner of Avenue 8E and E. 36<sup>th</sup> Street (SUBD-40366-2022) (PNS)

II. LEGISLATIVE UPDATE

Deputy City Attorney, Rodney Short, introduced **Chuck Coughlin** and **Scott Smith** of Highground, Inc. who were presenting City Council with a review of the 2022 legislative session and preview of the 2023 session and election cycle.

**Coughlin** presented the following:

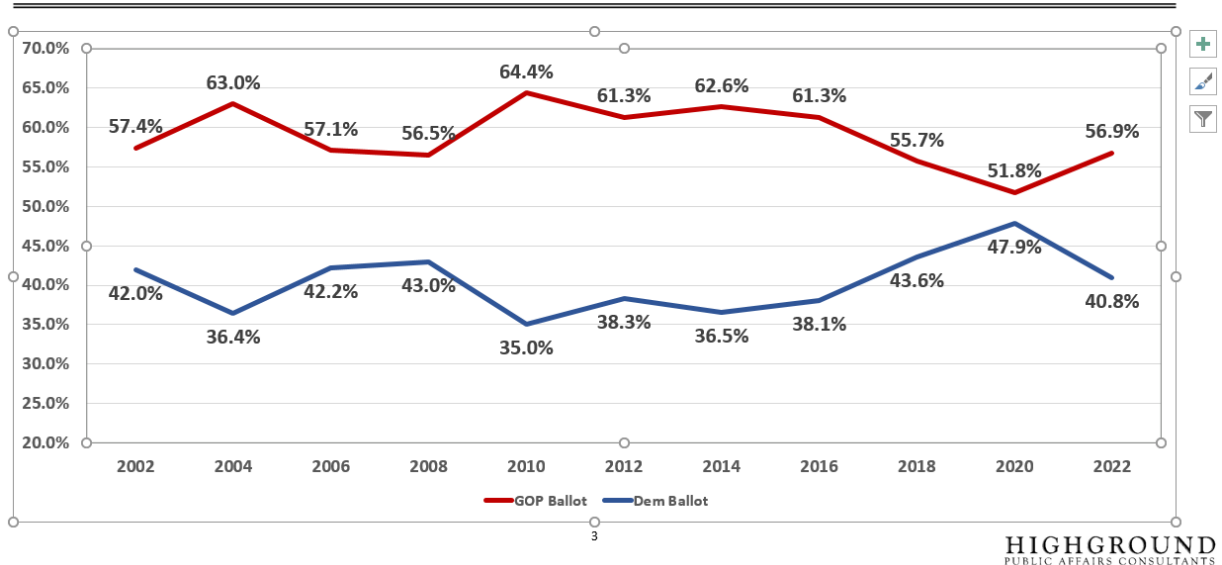
Turnout in the 2022 Primary Election

- The 2022 Primary had a statewide turnout of approximately 35%, which is robust considering it was not a Presidential Election
- 1.4 million voters turned out for the Primary Election,
- The table below shows a comparison of election turnout from 2000-2022:

## Turnout in the 2022 Primary

Primary Election	Turnout	Turnout Percentage	Cycle
2022	1,459,545	35.1%	Gubernatorial
2020	1,446,274	36.3%	Presidential
2018	1,208,220	33.3%	Gubernatorial
2016	989,754	29.1%	Presidential
2014	877,270	27.0%	Gubernatorial
2012	870,875	28.1%	Presidential
2010	933,650	30.1%	Gubernatorial
2008	638,348	22.8%	Presidential
2006	584,526	23.1%	Gubernatorial
2004	602,888	24.7%	Presidential
2002	557,437	25.2%	Gubernatorial
2000	486,836	23.8%	Presidential

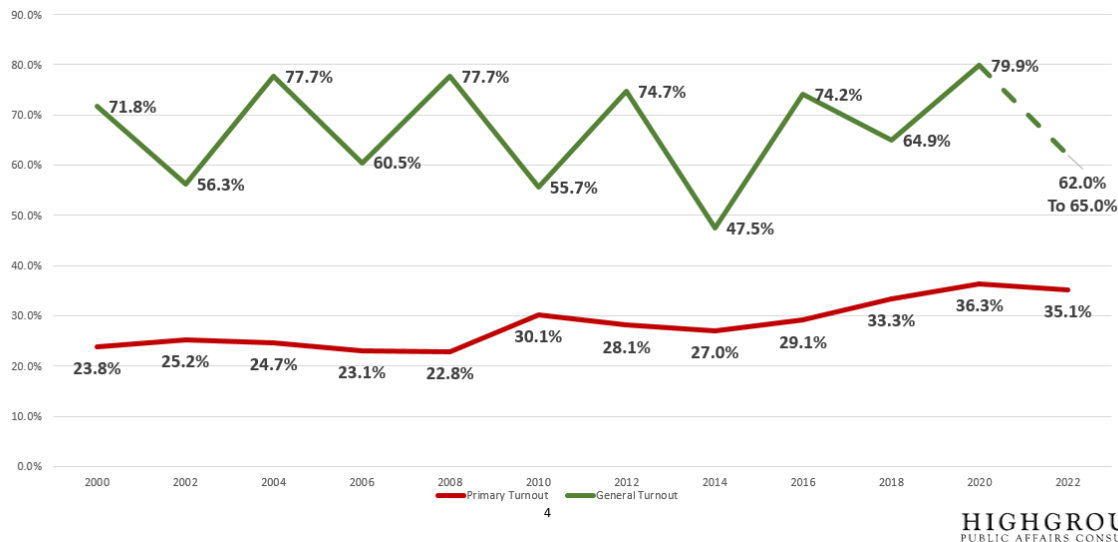
## Partisan Ballot Participation



### Partisan Ballot Participation

- Turnout has elevated since the 2020 cycle
- Turnout has bounced significantly back up since the 2018 cycle and has not seen that elevated participation since 2016

## Looking forward to November



- What can be expected in November?
  - Based off polling work and analysis: 62%-65% of the electorate, which is about 750-800,000 fewer voters than those that participated during the last presidential cycle



## Midterms Traditionally Benefit Republicans

Party	2018 with "Blue Wave"	2020	Midterm Average	2022
Republican	40.1%	37.3%	42.9%	42%*
Democrat	33.1%	34.4%	32.4%	34%*
Independent & Other	26.8%	28.3%	24.7%	24%*
	<b>GOP +7%</b>	<b>GOP +2.9%</b>	<b>GOP +11%</b>	<b>GOP +8%*</b>

\*Estimated

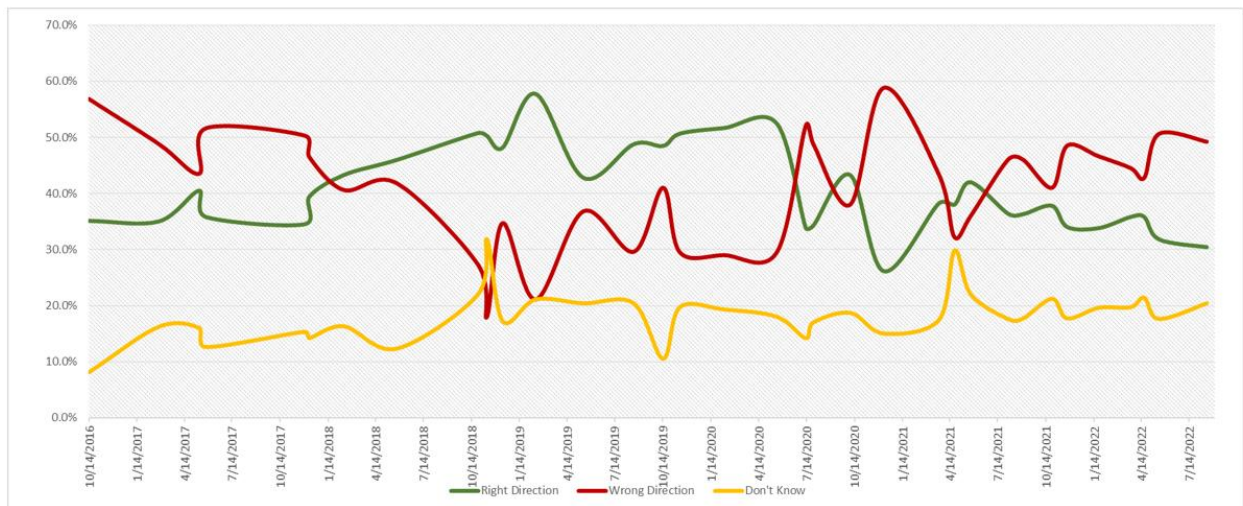
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HIGHGROUND  
PUBLIC AFFAIRS CONSULTANTS

### Midterms

- Traditionally benefit Republicans
    - 2018 Cycle-about a 40% Republican turnout
    - A GOP advantage of about 7 points
  - 2018 Cycle-about 26% Independent turnout which increased in the Presidential Cycle to about 28% in 2020
    - That gap closed to about a 3% GOP advantage
  - Looking forward:
    - Estimation for next cycle is 42%, 34%, and 24%, an 8-point Republican participation advantage.
  - Elevated voter turnout is being seen across the county, as well as voter interest in the cycle
- \*These are all estimates based off polling conducted

## State Direction



6

HIGHGROUND  
PUBLIC AFFAIRS CONSULTANTS

### State Direction

- In the middle of COVID, 60% felt the state was going in the wrong direction
- Since 2021 that percentage fell significantly back down and performance improved
- However the percentage has been climbing back up with every cycle
- The issues at hand include inflation, immigration, the reproductive rights decision, and democracy issues facing the State.

### Top Issues Facing the State of Arizona

Below are the results from a survey conducted by Highground Inc.:

- Immigration 22.6%
- Economy and Inflation 14.4%
- Education 14.0%
- Long-Term Water Supplies 11.4%
- Abortion 7.4%
- Election Issues 6.8%
- Cost of Housing 4.8%
- Healthcare 2.0%
- Environmental Issues 1.8%
- Social Justice Issues 1.4%
- Other 10.6%
- Don't know, Refused 2.8%

## Candidate Descriptions

Wants to protect our water future  
Wants to invest in water conservation  
Wants to invest in public education  
Wants to protect reproductive rights  
Believes public schools are indoctrinating our children

Supports the recently passed Arizona law that bans abortion at 15 weeks  
Is endorsed by former President Trump  
Believes that the 2020 election was stolen  
Wants to ban early voting and vote by mail  
Wants to allow the legislature to overturn election results  
Wants to criminalize abortion

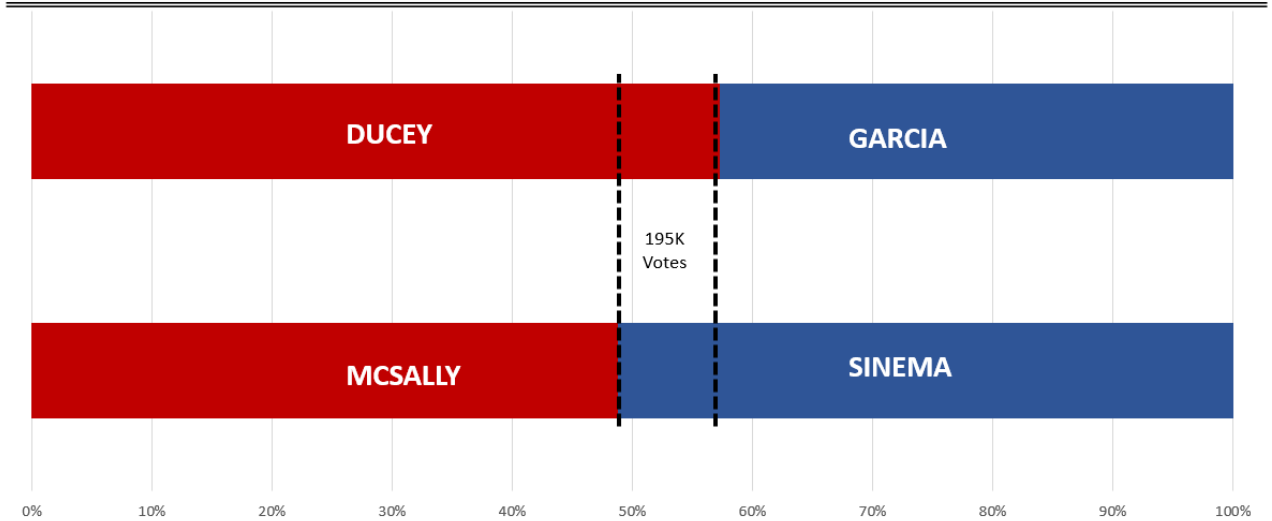
August 16, 2022

Much More

Likelihood  
of Support

Much Less

## Key Swing Audience – Sinema/Ducey Voters



9

HIGHGROUND  
PUBLIC AFFAIRS CONSULTANTS

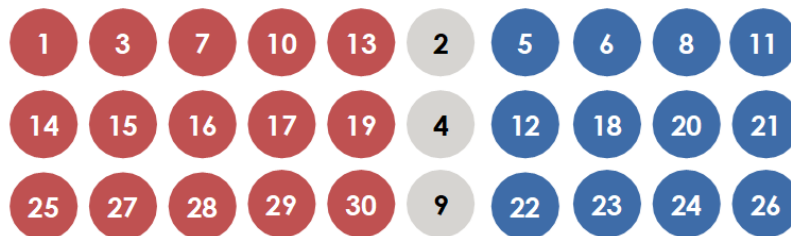
### 2018 Gubernatorial Election Cycle – Key Swing Audience

- 195,000 voters in that cycle that voted for both Governor Ducey and Senator Sinema
- Through tracing, it's noted that a lot of these voters were from Maricopa County
  - This is a significant portion of these electorates that need to be watched in this cycle

## 2023 Legislative Forecast

# SENATE

REPUBLICAN = 15 MIN, 18 MAX  
DEMOCRAT = 12 MIN, 15 MAX



HIGHGROUND  
PUBLIC AFFAIRS CONSULTANTS

### 2023 Legislative Forecast

#### Senate:

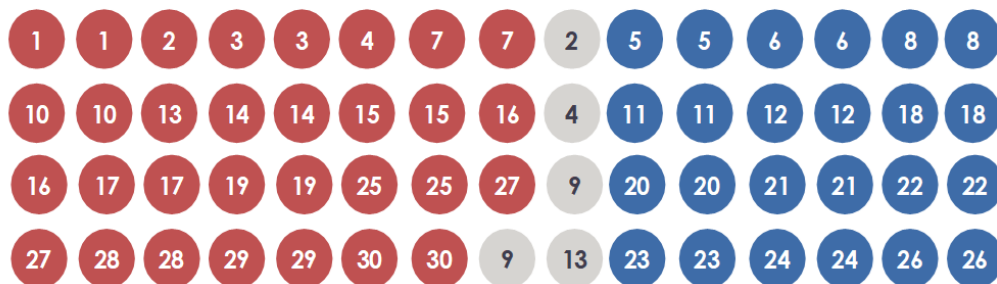
- There are 3 competitive seats: Districts 2, 4 and 9
- Redistricting has just been completed
  - 5 truly competitive Districts in the State and 3 races in this cycle that are competitive

- District 2-North Phoenix
- District 4-Runs across Phoenix into Paradise Valley and back into Phoenix
- District 9-West Mesa
- If a Republican wins it could be 15-18; If Democrats win it could be closer to a 15-15 tie
  - These are things to look for on election night to determine how the next legislative session will go

## 2023 Legislative Forecast

### HOUSE

REPUBLICAN = 31 MIN, 36 MAX  
DEMOCRAT = 24 MIN, 29 MAX



11

HIGHGROUND  
PUBLIC AFFAIRS CONSULTANTS

#### House

- There are 4 competitive seats: Districts 2, 4, 9, and 13
  - There is a Republican and Democrat representing District 13 at this time. It is suspected that a Democrat will win the seat although it could be a race in the Senate
- It could be a very close seat margin
  - Bipartisan budgets have been seen as a result of that in the last two legislative sessions

**Coughlin** continued, stating the General Election is complicated. The candidate races are more competitive and there are a lot more ballot initiatives.

#### Understanding the Proposition Numbers

- 100: Constitutional Amendments
  - Amendments to the State Constitution
- 200: Citizen Initiatives
  - Citizens go out and collect signatures to place an item on the ballot
- 300: Legislative Referendums
  - Issues that legislature has put before the people
- 400: Bonds, Overrides, Municipal and County Issues
  - Two in Yuma

Ballot Issues

- Prop 128: Changes to Voter Protection Act
  - The constitutional amendment would allow the legislature to amend, divert funds from, or supersede an initiative or referendum measure enacted by the people of Arizona if the measure is found to contain illegal or unconstitutional language by the Arizona or United States Supreme Court
    - Yes – All legislature to change issue if found illegal or unconstitutional
    - No – Retain existing law
- Prop 129: Arizona Single-Subject Requirement for Ballot Initiatives
  - The constitutional amendment would limit an initiative measure to a single subject and require that subject to be expressed in the title of the initiative measure.
    - Yes – Limit initiatives to a single subject
    - No – Retain existing law
- Prop 130: Constitutional Property Tax Exemptions
  - The constitutional amendment would consolidate four sections of the constitution regarding property tax exemptions into a single section; remove the constitutional determinations of the amounts of certain property tax exemptions; and allow property tax exemptions for resident veterans with disabilities, widows, and widowers regardless of when they became Arizona residents.
    - Yes – Consolidate property tax exemptions
    - No – Retain existing law
- Prop 131: Arizona Lieutenant Governor – Joint Ticket
  - The constitutional amendment would create a new executive officer who would be elected on a joint ticket with the governor and succeed to the office of governor in the event of the governor's death, removal from office, or disability to discharge the duties of the office.
    - Yes – Create a Lieutenant Governor position who is first in line for succession
    - No – Retain current executive succession
- Prop 132: Supermajority Vote Requirement for Ballot Measures to Approve Taxes
  - The constitutional amendment would require that an initiative or referendum to approve a tax receives sixty percent of the votes cast to become law.
    - Yes – require at least sixty percent of votes cast to approve an initiative or referendum that enacts a tax
    - No – Retain existing law

Ballot Initiatives

- Prop 209: Predatory Debt Collection Protection Act
  - The law would reduce maximum interest rates on medical debt from 10% to 3% annually; increase the amount of certain assets exempt from debt collection; annually adjust exemptions for inflation beginning 2024; and allow courts to reduce the amount of disposable earnings garnished in cases of extreme economic hardship.
    - Yes – Reduce maximum interest rates on medical debt
    - No – Retain existing law
- Prop 211: Voters' Right to Know Act
  - The law would require entities and persons spending over \$50,000 on statewide campaigns or \$25,000 on other campaigns, not including personal monies and business income, to disclose the original donor of contributions over \$5,000; and create additional reporting and enforcement provisions.

- Yes – Require additional financial disclosures and reporting for groups that influence statewide or local campaigns
  - No – Retain existing law
- Prop 308: Arizona In-State Tuition for Non-Citizen Residents Measure
  - The law would allow Arizona students, regardless of immigration status, to be eligible for financial aid at state universities and community colleges and in-state tuition if they graduated from and attended a public or private high school, or home school equivalent, for two years in Arizona.
    - Yes – Allow students, regardless of immigration status to be eligible for in-state tuition
    - No – Retain current restrictions
- Prop 309: Arizona Voter ID Requirements for Mail-In Ballots and In-Person Voting
  - The law would require voters to write their birthdate, government-issued identification number, and signature on a concealed early ballot affidavit; require photo identification to vote in-person; and require the Arizona Department of Transportation to provide without charge a non-operating identification license to individuals who request one for voting purposes.
    - Yes – Change early voting to include additional early voting requirements
    - No – Retain current early voting rules
- Prop 310: Sales Tax for Fire District Funding Measure (2022)
  - The law would establish a fire district safety fund to be funded via an increase of one-tenth of one percent to the state's transaction privilege (sales) and use tax from January 1, 2023 through December 31, 2042.
    - Yes – Pass temporary sales tax
    - No – Keep current tax rates

**Smith** presented the following:

Legislative Accomplishments

- HB 2391 – Video Service Providers; Enforcement; Jurisdiction
  - Yuma driven-strike everything amendment by Representative Dunn
  - Spectrum Cable Litigation
- SB 1168 – Vacation Rentals; Short-Term Rentals; Enforcement
  - Adds authorization for local governments to regulate vacation rentals relating to permits or licenses, notification requirements, and liability insurance.
- Defeated HB 2316 – Misconduct Involving Weapons; Public Places
  - This bill would have prevented certain public entities from prohibiting individuals with concealed carry weapon permits from carrying firearms onto public premises unless security measures are in place.
  - The bill represented an unfunded mandate to state and local governments
- Defeated SB 1116 – Municipal Tax Exemption; Residential Lease
  - This bill would have prohibited municipalities from leveling a municipal tax on the business of renting or leasing real personal property for residential purposes.
- Defeated HB 2749 – TPT; Prime Contracting; Exemption; Alterations
  - This bill proposed reforms to help how prime contracting would be handled in the State

- Budget Priorities:
  - \$334 million to the Long-Term Water Augmentation Fund (\$1B over three years)
  - \$240 million for Rural Water Supply Development Fund for water project in counties with populations under 400k and \$200 million for water conservation grants
  - \$100 million for broadband access for rural communities
  - \$15 million for homelessness
  - \$1.6 million for SR-95 improvements near Yuma Proving Ground

### Discussion

- There will be an excess of \$2 billion surplus going into this session. Regardless of whomever is elected as Governor, several priorities for next legislative session include education, homelessness and housing, water management and tax cuts are likely to be focused on. (**Shelton/Coughlin**)
- It is important for City Council to figure out what priorities they would like Highground to fulfill. (**Shelton/Coughlin**)
- Qualifications to be a recipient of monies earmarked for the homeless are identified in statute in addition to information forthcoming from the Department of Housing. Highground will follow up with Rodney to get that information to City Council. (**Shoop/Smith**)

### **III. INTRODUCTION OF STATE LEGISLATORS**

**Mayor Nicholls** thanked the following State Legislators and presented them with plaques:

Brian Fernandez - Arizona Representative

- District 4
- Hails from Yuma
- Efforts with the expansion of the San Luis Port of Entry

Joel John - Arizona Representative

- District 4
- From Buckeye with ties to Yuma
- Farming Industry
- Local Control, Agriculture issues, and local revenue particularly Public Safety

Joanne Osborne - Arizona Representative

- District 13
- Only small business retailer in the Legislature
- Served on the Goodyear City Council – Vice Mayor
- Championed Broadband

Time Dunn - Arizona Representative

- District 13
- Is from Yuma and protects Yuma's Water & Farming
- Championed Yuma bill preventing station video service providers from bring State Court Lawsuits in Federal Courts, saving rural communities from adjudicating disputes in Phoenix or Tucson
- Yuma Bill HB2391 passed out of House & Senate unanimously

Lisa Otondo - Senator

- District 4
- Water expert lives by #1 Rule – DO NOT come for Yuma's Water or Farming
- Efforts recognized this year during last minute horse-trading to pass budget
- Whipped support to protect Yuma

Sine Kerr - Senator

- District 13
- From Buckeye works to protect Commerce & Farming

#### FINAL CALL

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

#### IV. ANNOUNCEMENTS AND SCHEDULING

##### Announcements

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

#### V. SUMMARY OF CURRENT EVENTS

**Simonton** reported the following events:

- Thomas F Allt Utilities Complex Grand Opening – October 20, 2022 at 9 a.m. located at 270 W. 13<sup>th</sup> Street
- City of Yuma Surplus Auction – October 22, 2022, viewing will begin at 7 a.m., the auction will take place from 11 a.m.-4 p.m. located at 190 W. 14<sup>th</sup> Street
- Mayor's International Bike Ride – October 22, 2022, sign in will begin at 7 a.m. at the Yuma Civic Center parking lot located at 1440 W. Desert Hills Drive
- Yuma Police Department Scary & Safe Trick or Treat – October 31, 2022 5 p.m. – 8 p.m.

#### VI. CALL TO THE PUBLIC

**Bryan Crimin**, City resident, spoke regarding there being no public funding for the maintenance of paved streets within gated neighborhoods in Yuma. **Crimin** lives in one of the gated communities and stated that like all other residents, he pays taxes and there should be some participation from the City for the road maintenance within gated neighborhoods. **Crimin** petitioned the City Council to determine some fair distribution that allows gated community residents to receive some benefit to the taxes they pay. **Mayor**

**David Shebeck** spoke regarding the ongoing traffic issue between the East side of Yuma going towards the Foothills. **Shebeck** stated that the Foothills is growing immensely with thousands of homes being developed between 7 ½ E and 8 ½ E and limited access with the exception of the North and South Frontage Roads which are two lane roads. **Shebeck** requested an update on 40<sup>th</sup> Street between 10E and 8 ½E. **Mayor Nicholls** asked **Shebeck** to speak to the City Engineer after the meeting for an update.



**Bruce Luna**, City resident, spoke on the following topics:

- A COVID vaccine issue at Yuma Union High School District #70
- The use of student restrooms/locker rooms by students identifying as the opposite sex.

**VII. EXECUTIVE SESSION/ADJOURNMENT**

There being no further business, **Mayor Nicholls** adjourned the meeting at 7:04 p.m. No Executive Session was held.

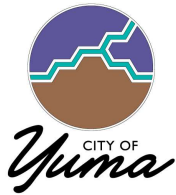
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

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

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

File #: MC 2022-187

Agenda Date: 11/2/2022

Agenda #: 1.

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

### TITLE:

**Liquor License: The Hills Gastropub**

### SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive. (LL22-17) (City Administration/City Clerk)

### 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:

Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive, has applied for a Series #12: Restaurant Liquor License.

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

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

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

### FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

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

**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

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

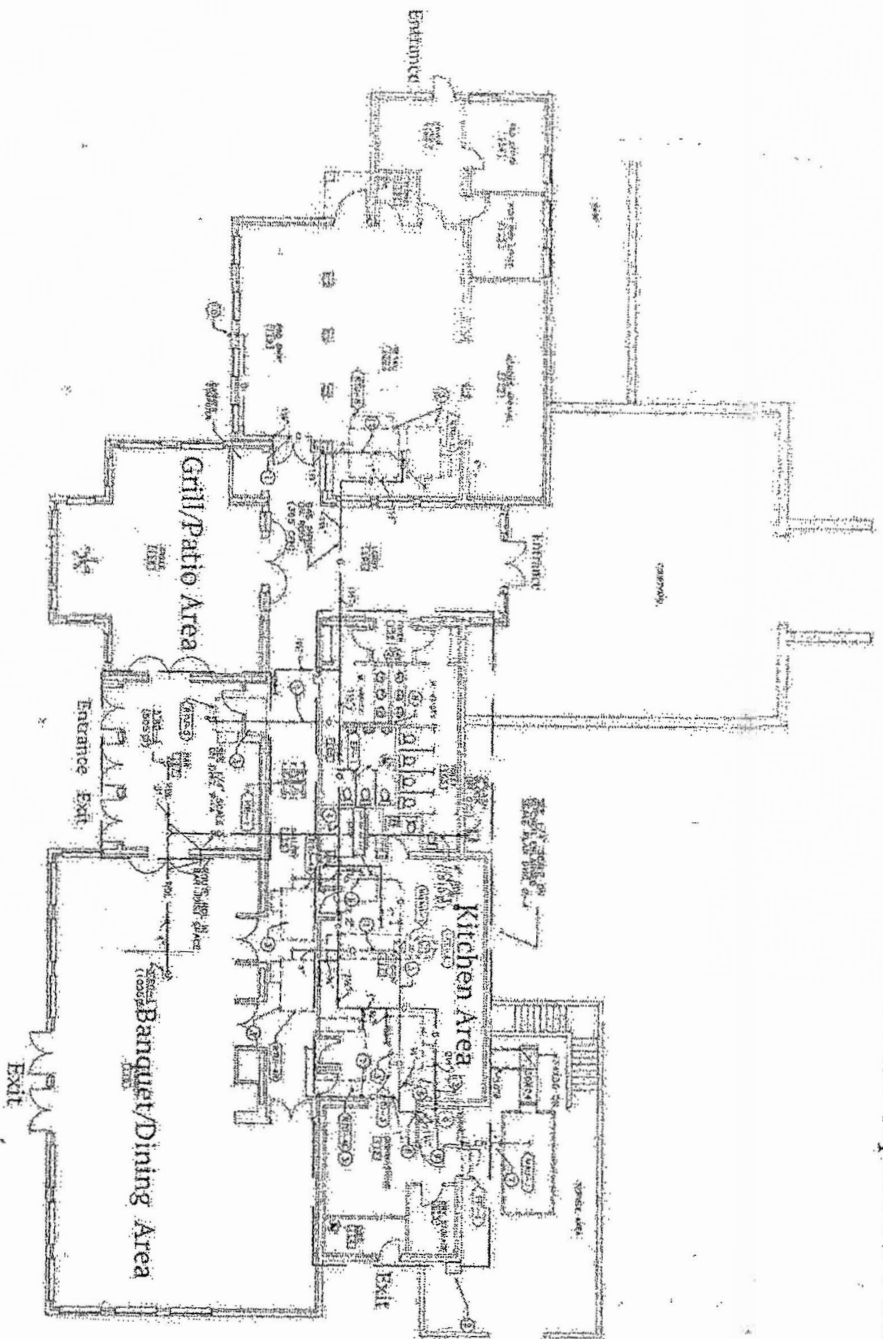
1. Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022

Total Square Footage: 1984sq. ft.



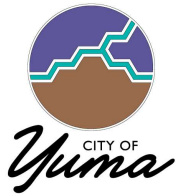
FLOOR PLAN



BRIDGERS & PAXTON



3111 East 9th Ave.  
Denver, Colorado 80202  
303-733-1111



# City of Yuma

## City Council Report

File #: MC 2022-188

Agenda Date: 11/2/2022

Agenda #: 2.

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
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchase Agreement: Ambulance**

### SUMMARY RECOMMENDATION:

Authorize the purchase of one ambulance, utilizing the cooperative purchase agreement issued by the Houston-Galveston Area Council (H-GAC), for an estimated amount of \$222,734.00 (excluding tax) to: Braun NW, Inc., Chehalis, WA (Fire-CPA-23-106) (Dustin Fields/Robin R. Wilson)

### STRATEGIC OUTCOME:

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

### REPORT:

The ambulance will replace one 2016 ambulance that has met the end of its front-line service life. This purchase will allow the Fire Department to continue to meet the requirements of the Certificate of Necessity by staffing five full-time ambulances to meet the response time needs of the community.

This unit is expected to take approximately 13 to 14 months to build, and staff is requesting to secure the current price and to avoid a price increase before next fiscal year.

Funds are included in the Equipment Replacement Program for the replacement of one unit for fiscal year 2024.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$222,734.00	BUDGETED:	\$222,734.00
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 \$222,734.00

Equipment Replacement Fund: 511-70-21- YFDAMB.8930		
--	--	--

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

Replacing this unit is programmed in the Equipment Replacement Program in the City Council adopted FY 2023 budget. Funds will be encumbered and carried forward to future years' budgets until the unit is received.

**ADDITIONAL INFORMATION:**

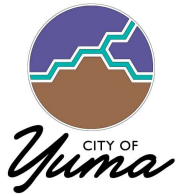
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



# City of Yuma

## City Council Report

File #: MC 2022-189

Agenda Date: 11/2/2022

Agenda #: 3.

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

### TITLE:

**Cooperative Purchase Agreement: Avaya Private Branch Exchange (PBX) Combined Upgrade and Subscription Services**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a contract for the purchase of an Avaya Private Branch Exchange (PBX) upgrade and five-year subscription services utilizing a cooperative purchase agreement at an estimated total amount of \$550,000 to: ConvergeOne Bloomington, MN. (IT-CPA-23-001) (Isaiah Kirk/Robin Wilson)

### STRATEGIC OUTCOME:

The upgrade and subscription services of Avaya Private Branch Exchange (PBX) contributes to the City Council's strategic outcome of Connected and Engaged, Safe and Prosperous, and Respected and Responsible by ensuring that all citywide phone core services remain secure and operational. Phone services enhance all departments' day-to-day operational capabilities in order to engage with and provide citizen services throughout the City.

### REPORT:

The current Avaya PBX telephone system was installed during the construction of Yuma City Hall in 2002 and was last upgraded in 2014. Since implementation and the upgrade, this system has performed 24/7 and served the needs of the City well. With changes in technology and new federal laws over the last several years, the existing PBX infrastructure has now limited the City's ability to perform upgrades, follow federal emergency calling requirements, and take full advantage of newer capabilities.

Over the past 12 months, Staff evaluated all possible solutions to maintain and ensure the availability of the PBX telephone system while researching a potential upgrade or replacement strategy. Through this research, staff has concluded the best direction and cost-benefit for the City would be to upgrade to Avaya's annual telephone system subscription services for five years and integrate advanced emergency calling options for multi-line telephone systems. Upgrading the system will ensure we comply with Kari's Law and Ray Baum's Act 911 requirements of direct dialing, notification, and dispatchable location requirements for emergency calls. Additionally, Avaya's subscription services will allow the City access to new enhancements, mobile access, and call center capabilities currently not supported by the present environment.

ConvergeOne was selected as they are recognized as an Avaya partner of the year, on state contract, and

have worked with the City to plan and modernize the phone environment with leading technologies while ensuring all federal and future requirements are met. Through this partnership and the cooperative purchase agreement, the City can upgrade the PBX infrastructure to current software and hardware versions, meet federal law requirements and bring new enhanced call capabilities to the City and citizens. The first year/one-time upgrade and subscription cost would be \$311,664.77; for years two through four, an annual subscription cost of \$59,583.80/year, for a total five-year cost estimate of \$550,000.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 311,664.77	BUDGETED:	\$ 369,180.00
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 \$311,664.77

General Fund; Information Technology 001-15-26.8980		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

Sufficient funding is available in the City Council FY 2023 adopted budget for the first year (\$311,665). Budget authority will need to be provided annually (\$59,584) for continuation of this subscription. This project is included in the City's long-range financial planning.

**ADDITIONAL INFORMATION:**

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

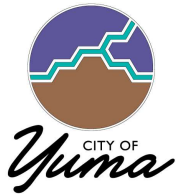
NONE

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: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022





# City of Yuma

## City Council Report

File #: MC 2022-190

Agenda Date: 11/2/2022

Agenda #: 4.

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

### TITLE:

**Cooperative Purchasing Agreement: Athletic Field Lighting at Kennedy Park**

### SUMMARY RECOMMENDATION:

Authorize the purchase, delivery and installation of athletic field lighting at Kennedy Park to Musco Sports Lighting, Oskaloosa, IA, utilizing 1GPA Cooperative Purchase Agreement for an expenditure of \$327,500.00. (Parks and Recreation CPA-23-090) (Eric Urfer/Robin Wilson)

### STRATEGIC OUTCOME:

The purchase and installation of a retrofitted Musco LED lighting system for the Keegan Baseball Field located in Kennedy Park will provide the community with a safe and efficient baseball field, which aligns with City Council strategic outcomes of Safe and Prosperous and Active and Appealing.

### REPORT:

The current lights on the Keegan ballfield are old, high energy fixtures with several light poles which no longer function. Retrofitting the existing poles with new Musco LED light fixtures will properly light the entire field and reduce operating costs.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$500,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 327,500.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$327,500.00			
ARPA Funds			
To total; right click number & choose "Update Field"			

### FISCAL IMPACT STATEMENT:

No additional City funding is needed. The requested action is fully funded with federal ARPA.

**What is ARPA?** The federal government signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The program provides support to local governments in responding to the economic and public health

impacts of COVID-19 and to mitigate impacts on local communities. All expenditures must comply with U.S. Department of Treasury requirements. Recipients must obligate the funds by December 31, 2024, and spend them by December 31, 2026.

On April 6, 2022, City Council adopted Resolution R2022-012 that approved the City's ARPA Project List, which outlines the City's intended uses for the funds. This project was one of the originally adopted ARPA funded in the FY 2023 City Council approved budget.

**ADDITIONAL INFORMATION:**

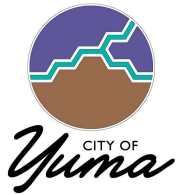
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



# City of Yuma

## City Council Report

File #: MC 2022-191

Agenda Date: 11/2/2022

Agenda #: 5.

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
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchasing Agreement: Rink Dasher Board System at Kennedy Park**

### SUMMARY RECOMMENDATION:

Authorize the purchase, delivery and installation of a rink dasher board system for the Kennedy In-line Hockey rink utilizing Sourcewell's Cooperative Purchase Agreement for an expenditure of \$164,500.00 (Parks and Recreation CPA-23-090) (Eric Urfer/ Robin Wilson)

### STRATEGIC OUTCOME:

The purchase and installation of new dasher boards for the in-line hockey rink at Kennedy Park will provide the community with a safe and functional in-line hockey rink, which aligns with City Council's strategic outcomes of Safe and Prosperous and Active and Appealing.

### REPORT:

The current dasher board system has reached its usable life and is due to be replaced. The new dasher board system will provide extended netting above the perimeter fencing that will reduce the frequency of hockey pucks exiting the rink.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 200,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 164,500.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$164,500.00			
ARPA Funds			
To total; right click number & choose "Update Field"			

### FISCAL IMPACT STATEMENT:

No additional City funding is needed. The requested action is fully funded with federal ARPA.

**What is ARPA?** The federal government signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The program provides support to local governments in responding to the economic and public health

impacts of COVID-19 and to mitigate impacts on local communities. All expenditures must comply with U.S. Department of Treasury requirements. Recipients must obligate the funds by December 31, 2024, and spend them by December 31, 2026.

On April 6, 2022, City Council adopted Resolution R2022-012 that approved the City's ARPA Project List, which outlines the City's intended uses for the funds. This project was one of the originally adopted ARPA funded in the FY 2023 City Council approved budget.

**ADDITIONAL INFORMATION:**

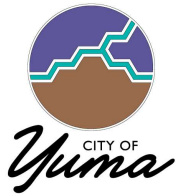
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



# City of Yuma

## City Council Report

File #: MC 2022-192

Agenda Date: 11/2/2022

Agenda #: 6.

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 checked="" type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchase Agreement: Pickleball Court Installation at Ray Kroc Complex**

### SUMMARY RECOMMENDATION:

Authorize the purchase, and installation of four Pickleball Courts at Ray Kroc Complex to General Acrylics, Phoenix, AZ, utilizing the Mohave Educational Services Cooperative Purchase Agreement for an estimated expenditure of \$143,157.07. (Parks-CPA-22-143) (Eric Urfer/Robin Wilson)

### STRATEGIC OUTCOME:

The installation of these Pickleball Courts will provide the community with safe and functional courts, which aligns with City Council's strategic outcomes of Respected and Responsible and Active and Appealing.

### REPORT:

Pickleball is the fastest growing sport in America and is gaining popularity in Yuma. Results from the East Mesa Park public engagement process showed a very strong desire to add dedicated Pickleball courts to our parks system. Technically there are four Pickleball courts in our park system, all of which are on tennis courts and basketball courts. This situation creates a conflict between users and limits availability. The proposed project will create four dedicated Pickleball courts at the Ray Kroc Complex replacing the exhibition tennis court.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 143,157.07	BUDGETED:	\$ 217,900.00
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 \$143,157.07			
001-50-20.8820			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority is available in the City Council FY 2023 adopted budget. No additional City funding is needed.

**ADDITIONAL INFORMATION:**

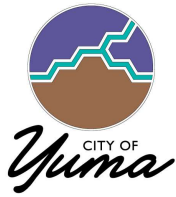
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



# City of Yuma

## City Council Report

File #: MC 2022-193

Agenda Date: 11/2/2022

Agenda #: 7.

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
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchase Agreement: Playground Flooring Replacement at the Stewart Vincent Wolfe Park**

### SUMMARY RECOMMENDATION:

Authorize the purchase, delivery, and installation of playground flooring for Stewart Vincent Wolfe Park, to Exerplay, Cedar Crest, MN, utilizing the Mohave Educational Services Cooperative Purchase Agreement for an estimated expenditure of \$474,537.63. (Parks-CPA-22-134) (Eric Urfer/Robin Wilson)

### STRATEGIC OUTCOME:

The purchase and installation of a new playground floor will provide the community with safe and functional playgrounds, which aligns with City Council strategic outcomes of Safe and Prosperous and Active and Appealing.

### REPORT:

The current playground flooring located at the Stewart Vincent Wolfe Playground is beyond its useful life. There are holes at the bottom of the slides from wear and tear, patches are no longer holding up, and the entire floor needs replaced.

The project is estimated to take 45 days to complete. The fenced playground area of Stewart Vincent Wolfe Playground will be closed during this resurfacing project.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 415,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 474,537.63	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$474,537.63			
ARPA Funds			
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

No additional City funding is needed. The requested action is fully funded with federal ARPA. The elevated costs for flooring will be offset by savings in other ARPA project(s).

**What is ARPA?** The federal government signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The program provides support to local governments in responding to the economic and public health impacts of COVID-19 and to mitigate impacts on local communities. All expenditures must comply with U.S. Department of Treasury requirements. Recipients must obligate the funds by December 31, 2024, and spend them by December 31, 2026.

On April 6, 2022, City Council adopted Resolution R2022-012 that approved the City's ARPA Project List, which outlines the City's intended uses for the funds. This project was one of the originally adopted ARPA funded in the FY 2023 City Council approved budget.

**ADDITIONAL INFORMATION:**

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

None

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

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022





# City of Yuma

## City Council Report

File #: MC 2022-194

Agenda Date: 11/2/2022

Agenda #: 8.

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
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Sole Source: Badger Meters and Parts**

### SUMMARY RECOMMENDATION:

Authorize the award of a sole source purchase of various Badger Meters to replace existing meters at the cost of \$230,000.00 to: Badger Meter, Milwaukee, Wisconsin (Utilities SS-23-086) (Jeremy McCall/Robin Wilson)

### STRATEGIC OUTCOME:

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

### REPORT:

The Utilities Department standardized the use of water meters manufactured by Badger Meter, Inc., over 20 years ago. In 2006 the Utilities Department began the transition to Automated Meter Reading (AMR). These devices are also manufactured by Badger Meter, Inc.

The meters will be utilized for replacement of existing meters that have reached the end of life expectancy and new service installations.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 230,000.00	BUDGETED:	\$ 230,000.00
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 \$ 230,000.00

Water Enterprise Operating Fund: 421-41 -43.6804		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority is available in the City Council FY 2023 adopted budget. No additional funding is needed.

**ADDITIONAL INFORMATION:**

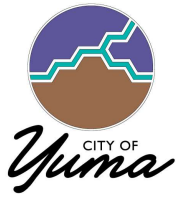
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Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



# City of Yuma

## City Council Report

File #: MC 2022-195

Agenda Date: 11/2/2022

Agenda #: 9.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Police	<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: Patrol	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Arizona Department of Homeland Security-Surveillance Trailer**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an agreement with the Arizona Department of Homeland Security for reimbursement of funds expended for equipment in support of the State Homeland Security Grant Program. (Police/Patrol) (S. Smith)

### STRATEGIC OUTCOME:

This agreement supports the City Council's Safe and Prosperous strategic outcome. This action demonstrates that the City is acting in a safe manner by entering into this collaborative operational agreement with the Arizona Department of Homeland Security. The immediate effect of entering into this agreement is the addition of improved security capabilities throughout the community.

### REPORT:

The State Homeland Security Grant Program (SHSGP) assists state, tribal, and local preparedness activities that address high-priority preparedness gaps across all core capabilities and mission areas where a nexus to terrorism exists. The Arizona Department of Homeland Security receives federal grant funding from the United States Department of Homeland Security and administers it to agencies throughout the State of Arizona via sub-recipient agreements.

Under this agreement, the City would be reimbursed up to \$55,675 for the purchase of a mobile security system (surveillance trailer) to support and augment our community safety programs by addressing emerging threats, domestic violent extremism, and the protection of soft targets and crowded environments. The grant performance period is October 1, 2022 to September 30, 2023.

By approving this motion, the City Council authorizes the City Administrator to execute an agreement with the Arizona Department of Homeland Security for the City to be reimbursed for equipment purchased and utilized in support of the Federal FY 2022 SHSGP.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 55,675.00	IN CONTINGENCY:	\$ 0.00

OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP
TOTAL\$55,675.00		
173-60-12-MSS.8970		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

No City funds will be expended; this purchase is 100% federally funded. The equipment becomes the property of YPD at the end of the grant.

**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: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Tim Roemer

September 20, 2022

Chief of Police Susan Smith  
Yuma Police Department  
1500 S. 1st Avenue  
Yuma, AZ 85364-4703

Subject: FFY 2022 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **220409-01**  
Project Title: **Mobile Security System**

Dear Chief of Police Susan Smith,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Mobile Security System**" has been **partially funded** under the 2022 State Homeland Security Grant Program for **\$55,675**. The grant performance period is **October 1, 2022 to September 30, 2023**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2022 federal award date as indicated in the U.S. DHS award package is 9/01/2022 with a total amount of funding of \$26,482,500.00. The Federal Award Identification Number is EMW-2022-SS-00010-S01.

### **To access your award documentation:**

Log-in to the AZDOHS portal at <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

### **To establish acceptance of the award, please follow these instructions:**

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2023, this award is rescinded and the funds will be**



Governor Douglas A. Ducey

# State of Arizona

## Department of Homeland Security



Director Tim Roemer

### reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2022. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Tim Roemer".

Tim Roemer  
Director



Governor Douglas A. Ducey

# State of Arizona

## Department of Homeland Security

### State Homeland Security Program



Director Tim Roemer

#### Equipment - Budget Detail Worksheet

Yuma Police Department

220409-01

AEL #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
14SW-01-VIDA	Mobile Surveillance Equipment, Law Enforcement	1	\$84,360	1	\$55,675
<b>TOTAL:</b>			<b>\$84,360</b>		<b>\$55,675</b>

Displaying 1 - 1 of 1 Equipment Items



Governor Douglas A. Ducey

State of Arizona  
**Department of Homeland Security**  
**State Homeland Security Program**



Director Tim Roemer



## Project Administration Page

Grant #: **220409-01**

Subrecipient: **Yuma Police Department**

Project Title: **Mobile Security System**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Yuma Police Department**

Point of Contact: **Don Willits**

Subrecipient Address:

Street: **1500 S. 1st Avenue**

City/State/Zip: **Yuma, AZ 85364-4703**

Head of Agency: **Chief of Police Susan Smith**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(928) 373-4754**

E-mail Address: [susan.smith@yumaaz.gov](mailto:susan.smith@yumaaz.gov)

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **South Region**

4. Initiative Title: **Strengthen Information Sharing and Collaboration Capabilities**

5. Total Dollar Amount Requested: **\$84,360**      Total Dollar Amount Awarded: **\$55,675**

This form is to be signed and returned.

## Project Administration Page

Grant #: **220409-01**

Subrecipient: **Yuma Police Department**

Project Title: **Mobile Security System**

Grant Program: **FFY 2022 Homeland Security Grant Program Award**

### APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Don Willits

Print Name

Signature

Date

AZDOHS Staff:

Kim Brooks

Print Name

Signature

Date

### Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$84,360	\$55,675
Training	\$0	\$0
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$84,360</u>	<u>\$55,675</u>

This form is to be signed and returned.

## SUBRECIPIENT AGREEMENT

22-AZDOHS-HSGP-220409-01

Between

The Arizona Department of Homeland Security

And

Yuma Police Department (UEI: GN4ZBTUNCN83)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2022** and shall terminate on **September 30, 2023**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Mobile Security System**" and funded at **\$55,675** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2022-SS-00010-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$55,675** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at [www.azdohs.gov](http://www.azdohs.gov). Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted.** Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final\\_Amendment\\_GPD\\_final\\_508.pdf](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf) and <https://azdohs.gov/environmental-and-historic-preservation->

[ehp](#). Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45

calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at [Paragraph 12](#).
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or



supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**16. Audit/Monitoring**

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

- 17. Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
- 18. National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
- 19. Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
- Financial Management
  - Procurement
  - Personnel
  - Property
  - Travel
- To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.
24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient



must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>;

- c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;
- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

**26. Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

**27. Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**28. Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).

**29. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

**30. Compliance with Certain Federal Statutes, Regulations, and Requirements**

- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
- b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
- c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1([https://www.fema.gov/sites/default/files/documents/fema\\_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf](https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf)) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part

3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

- o. If Subrecipient collects Personally Identifiable Information (“PII”), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).
- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office (“USDHS FAO”) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient’s policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act (“NEPA”) 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).

- 31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement’s subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS’ written notice, unless the notice specifies a later time.
- 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Street Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Susan Dzbanko, Deputy Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*





Governor Douglas A. Ducey

# State of Arizona

## Department of Homeland Security



Director Tim Roemer

Subject: FFY 2022 Homeland Security Grant Program Award - EHP Level A Review  
Subrecipient Agreement Number: **220409-01**  
Project Title: **Mobile Security System**

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

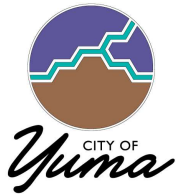
Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. Any change of scope to the project will require additional EHP review and consideration. If you need further clarification please contact Michael Stidham at (602) 228-3618 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.





# City of Yuma

## City Council Report

File #: MC 2022-138

Agenda Date: 11/2/2022

Agenda #: 10.

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

### TITLE:

**Infrastructure & Services Report: ANEX-39735-2022 Faulkner**

### SUMMARY RECOMMENDATION:

Approve an Infrastructure and Services Report for Annexation Area No. ANEX-39735-2022, identified as the Faulkner Annexation, located at 868 and 920 S. Avenue B. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

The approval of this annexation will provide access to City resources and services. This annexation assists in furthering the City Council's strategic outcome as it relates to Respected and Responsible.

### REPORT:

The annexation area, as shown in the map attached to Ordinance O2022-035, consists of two parcels of real property and the adjacent Avenue B right-of-way. The annexation area totals approximately 10.5 acres consisting of the two parcels and adjacent right of way. The property is owned by David M. and Patricia J. Faulkner and the Dorothy E. Faulkner Family Limited Partnership and currently contains one home and two additional buildings. It is the property owner's intent to sell the property for future development and obtain City utilities, police, and fire services.

Arizona Revised Statutes § 9-471 (the state's annexation law) requires that, "On or before the date the governing body adopts the ordinance annexing territory, the governing body shall have approved a plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within 10 years after the date when the annexation becomes final pursuant to Subsection D of this Section."

Approval of this Infrastructure and Services Report will fulfill the statutory requirement to have an approved plan, policy or procedure to provide the annexed territory with appropriate levels of infrastructure and services to serve anticipated new development within ten years of annexation.

The 2012 General Plan (adopted June 6, 2012, R2012-29) establishes the foundational blueprint and policies for providing infrastructure and services to all property within the City of Yuma. The following policy and plans will provide the lands within newly annexed areas with an appropriate level of infrastructure and services within 10 years of annexation.

---

**Plan and Policy for Land Use**

The City of Yuma 2012 General Plan identifies the land use designation for the property as Medium Density Residential. Upon annexation, the property will be zoned to the Agriculture (AG) District.

The City of Yuma Growth and Development Policy (R99-30) notes that it is in the best interest of the citizens and taxpayers of the City that urban land uses in the vicinity of the City should be part of the City of Yuma.

**Plan and Policy for Roads**

City Council policy is to require the dedication of needed rights-of-way and appropriate contributions toward the construction of arterials and collectors, linear parks or pathways, when warranted by proposed development projects. The dedications and contributions will be consistent with the City of Yuma's Transportation Master Plan (October, 2014) and 2018 Yuma Bikeways Plan (adopted March 6, 2019, R2019-004).

Arterial Roads: Deficiencies in rights-of-way can be corrected via dedications as adjacent land is rezoned or subdivided for development, as warranted. Fair-share contributions for the improvement of existing roadways can be collected from development projects as they are approved by the City of Yuma, as warranted. The annexation area is adjacent to Avenue B, which is identified as a Minor Arterial.

**Plan and Policy for Water and Sewer Systems**

Water Systems: The property is within the service area of the Main Street Water Treatment Plant and there are currently water services adjacent to the site, consistent with the City of Yuma's Integrated Master Plan (developed August 2008).

Sewer Systems: The property can be served by the Figueroa Avenue Water Pollution Control Facility with utility extensions required to the site. All development projects must have approved sewer treatment available to serve the project, consistent with the City of Yuma's 208 Wastewater Facilities Plan (adopted February 3, 1999, R99-08).

**Plan and Policy for Emergency Services**

Fire and Emergency Medical Services will be provided in a manner consistent with the City of Yuma Fire Services and Facilities Plan (adopted February 20, 2008, R2008-33). The site is in the current service area for Fire Station No. 4, located at 2850 W. 16<sup>th</sup> Street.

Public Safety services will be provided in a manner consistent with the City of Yuma 2012 General Plan (adopted June 6, 2012, R2012-29). The site is within the service area of the City of Yuma Police Department Headquarters located at 1500 S. 1<sup>st</sup> Avenue.

**Plan and Policy for Parks**

Park sites will be acquired consistent with the City of Yuma's adopted Parks and Recreation Facility Plan (adopted October 19, 2016, R2016-034), subject to the availability of funds. City Council policy is to require the dedication of needed rights-of-way and appropriate contributions toward the construction of linear parks or pathways when warranted by the development of the parcels of land.

**Plan and Policy for Stormwater Collection and Disposal**

All development projects must have approved stormwater collection and disposal systems available to serve the project, consistent with that master plan, as well as the City of Yuma Drainage Policy (Ordinance Nos. 1670 and 1836) and 2003 Stormwater Management Program, as amended. The creation of new facilities or extension of any pre-existing stormwater facilities to serve a proposed development project will be paid for by the development project seeking the stormwater collection and disposal service.

A map of the proposed annexation area is included with Ordinance O2022-035, which is the next agenda item.

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

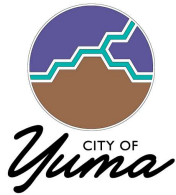
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/20/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/21/2022



# City of Yuma

## City Council Report

File #: O2022-035

Agenda Date: 11/2/2022

Agenda #: 1.

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

### TITLE:

Annexation Area No. ANEX-39735-2022: Faulkner

### SUMMARY RECOMMENDATION:

Authorize annexation of property located at 868 and 920 S. Avenue B. (ANEX-39735-2022).  
(Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

The approval of this annexation will provide access to City resources and services. This annexation assists in furthering City Council's strategic outcome of Respected and Responsible.

### REPORT:

The City of Yuma received a request from the property owners, David M. and Patricia J. Faulkner and the Dorothy E. Faulkner Family Limited Partnership, to annex approximately 10.5 acres designated on the annexation map attached to the proposed ordinance. The annexation area consists of two parcels of real property and the adjacent Avenue B right-of-way.

In accordance with Arizona Revised Statutes § 9-471, a blank petition with a legal description and map of the area to be annexed was filed with the County Recorder on June 8, 2022. There was a 30-day waiting period after recording the map and petition with the County Recorder before signatures on the annexation petition could be obtained. During the waiting period, a public hearing for annexation ANEX-39735-2022 was held by the City Council on July 6, 2022, to comply with the state annexation law. All appropriate and necessary notice and posting requirements have been met.

After the 30-day waiting period and the public hearing, the following procedures were followed:

1. The signatures of the property owners were obtained such that at least one-half of the value of the real and personal property is represented and such that more than one-half of the parcel owners are represented. No modifications, including increases or decreases to the territory to be annexed, were made after the first property owners in the area signed the annexation petition.
2. Within one year after the last day of the 30-day waiting period, these completed petitions were received and recorded with the office of the Yuma County Recorder.

Following the recording of the completed petitions, an ordinance must be adopted by the City Council changing the City boundaries to include the annexation area. The ordinance also identifies the zoning district to be placed on the property within the annexation area as Agriculture (AG).

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022

**ANNEXATION PETITION ANEX-39735-2022**  
**FAULKNER ANNEXATION**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF YUMA, ARIZONA:

We, the undersigned, owners of real and personal property, being the real property hereinafter described and all personal property that we may own in the area to be annexed, request the City of Yuma to annex our property, said property being located in a territory contiguous to the City of Yuma, Arizona, and being located within the following described area:

That portion of the Northeast Quarter of the Northeast Quarter of Section 30, and the Northwest Quarter of the Northwest Quarter of Section 29, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows:

Beginning at the North East corner of Section 30, Township 8 South, Range 23 West, thence Southerly along the East line of said Section 30 a distance of 380.90 feet  $\pm$  to a point on said line, also being the True Point of Beginning.

Thence continuing Southerly along the East line of said Section 30 a distance of 150.00 feet to a point,

Thence Westerly along a line being 530.90 feet South of the North line of said Section 30, and also being the South line of a portion of City of Yuma Ordinance #O2008-32, Fee# 2008-29649, Dated Oct. 6, 2008, a distance of 820.50 feet to a point,

Thence Southerly along a line a distance of 530.90 feet to a point being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter of said Section 30,

Thence Easterly along a line being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter a distance of 820.50 feet to a point on the East line of said Section 30,

Thence continuing Easterly to a point being 33.00 feet East of the West line of said Section 29,

Thence Northerly along a line being 33.00 feet East and parallel with the West line of said Section 29 a distance of 680.90 feet $\pm$  to a point also being 380.90 feet $\pm$  South of the North line of said Section 29,

Thence Westerly along the South line of a portion of said City of Yuma Ordinance #O2008-32 a distance of 33.00 feet to a point on the West line of said Section 29 and also being the East line of said Section 30, and the True Point of Beginning.

Containing 458,392.68 square feet or 10.52 acres, more or less.

In addition to the above description, any and all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the proposed annexation are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

DATE	SIGNATURE	MAILING ADDRESS	PARCEL ID/ LEGAL DESCRIPTION

(Legal description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)

Print Name of Signatory above: \_\_\_\_\_

Property Owner:

**ORDINANCE NO. 02022-035**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO THE CITY OF YUMA, A PORTION OF SECTION 30 AND SECTION 29, TOWNSHIP 8 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA, AND AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, DESIGNATING THE ZONING OF CERTAIN PROPERTY TO THE AGRICULTURE (AG) ZONING DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM THERETO, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AS AMENDED**

WHEREAS, a petition in writing ("Petition"), accompanied by a map or plot of said property, having been filed and presented to the Mayor and City Council of the City of Yuma, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Yuma in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Yuma and not now embraced within its corporate limits, asking that the property more particularly hereinafter described be annexed to the City of Yuma, and to extend and increase the corporate limits of the City of Yuma so as to embrace the same; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, are desirous of complying with the Petition and extending and increasing the corporate limits of the City of Yuma to include said territory; and,

WHEREAS, the Petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Yuma and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the Petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. § 9-471, as amended, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of City Clerk of the City of Yuma, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Yuma County Recorder; and,

WHEREAS, upon annexation the initial designation for zoning of the property described in Section 1 shall be Agriculture (AG) District, as provided for in A.R.S. § 9-471, as amended.



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

SECTION 1: That the following described territory be, and the same hereby is, annexed to the City of Yuma, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Yuma corporate limits, to wit:

*That portion of the Northeast Quarter of the Northeast Quarter of Section 30, and the Northwest Quarter of the Northwest Quarter of Section 29, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows:*

*Beginning at the North East corner of Section 30, Township 8 South, Range 23 West, thence Southerly along the East line of said Section 30 a distance of 380.90 feet ± to a point on said line, also being the True Point of Beginning.*

*Thence continuing Southerly along the East line of said Section 30 a distance of 150.00 feet to a point,*

*Thence Westerly along a line being 530.90 feet South of the North line of said Section 30, and also being the South line of a portion of City of Yuma Ordinance #O2008-32, Fee# 2008-29649, Dated Oct. 6, 2008, a distance of 820.50 feet to a point,*

*Thence Southerly along a line a distance of 530.90 feet to a point being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter of said Section 30,*

*Thence Easterly along a line being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter a distance of 820.50 feet to a point on the East line of said Section 30,*

*Thence continuing Easterly to a point being 33.00 feet East of the West line of said Section 29,*

*Thence Northerly along a line being 33.00 feet East and parallel with the West line of said Section 29 a distance of 680.90 feet± to a point also being 380.90 feet± South of the North line of said Section 29,*

*Thence Westerly along the South line of a portion of said City of Yuma Ordinance #O2008-32 a distance of 33.00 feet to a point on the West line of said Section 29 and also being the East line of said Section 30, and the True Point of Beginning.*

*Containing 458,392.68 square feet or 10.52 acres, more or less.*

SECTION 2: That, pursuant to the provisions of §9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of §9-471(D), Arizona Revised Statutes, the

municipal zoning designation for the territory described in Section 1, shall be the Agriculture (AG) District of the City of Yuma Zoning Ordinance.

SECTION 3: That a copy of this ordinance, together with the attached map of the territory hereby annexed to the City of Yuma, certified by the Mayor of the City of Yuma, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

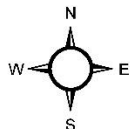
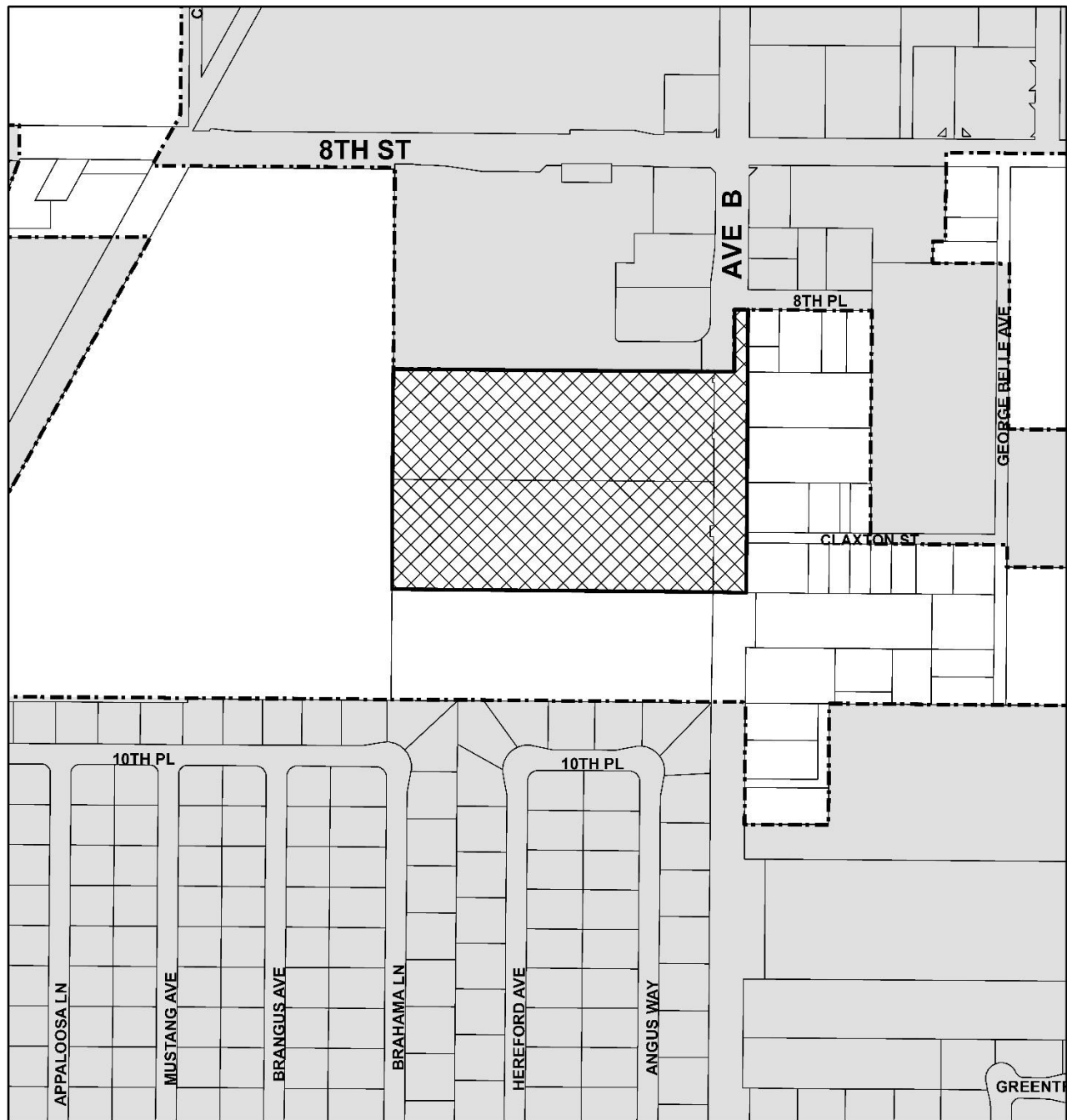
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:



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



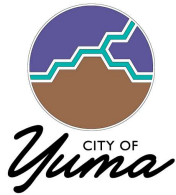
**Annexation Map Produced  
Pursuant to A.R.S. §9-471**

NOT TO SCALE  
INFORMATION TECHNOLOGY  
SERVICES, ENTERPRISE  
GIS

**City of Yuma, Arizona  
Annexation Area No. 39735-2022**

 City of Yuma  
 Annexation Area

The City of Yuma shall maintain the rights-of-way and roadways that are within the annexation boundaries. Yuma County shall maintain the rights-of-way and roadways that are contiguous to and outside the annexation boundaries.



# City of Yuma

## City Council Report

File #: O2022-050

Agenda Date: 11/2/2022

Agenda #: 2.

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

### TITLE:

**Declare Real Property Surplus and Authorize Sale**

### SUMMARY RECOMMENDATION:

Declare City of Yuma owned real property surplus and authorize sale to the adjacent property owner: 1651 S. 1st Avenue; APN: 665-36-062. (City Engineer) (David Wostenberg)

### STRATEGIC OUTCOME:

Sale of surplus City property brings the City revenue from the sale of the property, creates infill development opportunities for private development, converts unused parcels to a productive use, and generates property tax revenue for the City, school districts and other taxing entities in furtherance of City Council's strategic outcome of Respected and Responsible.

### REPORT:

The City of Yuma acquired the property in 2011 as part of a capital improvement program (CIP) traffic visibility project. Since purchased, the City has installed a visibility triangle for safer traffic flow. The remainder of the parcel consists of 5,625 square feet, which is no longer needed and available to be sold as surplus property. In October 2014, the City issued an encroachment permit to the adjacent property owner, who constructed a wall and other improvements on the property, and wishes to acquire the surplus parcel from the City.

The parcel is located within a Light Industrial zoning area, which has a lot minimum of 20,000 square feet. Staff intends to sell this property as an accessory parcel to the adjacent property owner based on the greater of the price per square foot which the City paid, or current market value.

The return of the property to the tax rolls will be in the best interest of the City, as this property is no longer necessary for the CIP or other City projects.

For the reasons given, it is requested that City Council adopt the attached ordinance to declare the City-owned property surplus and authorize the sale of the property in accordance with Arizona law and the Charter 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

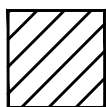
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

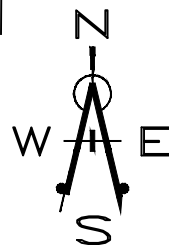
Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



**LEGEND**



SUBJECT PROPERTY



**EXHIBIT**

NOTE: THIS MAP IS PREPARED TO  
SHOW GENERAL SITE LOCATION ONLY.

Prepared by: JOHN NYE

CITY OF YUMA  
ENGINEERING DEPARTMENT

Date: 9-27-2022

SCALE: N.T.S.

SHT: 1

**ORDINANCE NO. O2022-050**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY,  
HEREAFTER DESCRIBED, SURPLUS FOR CITY USE AND AUTHORIZING  
THE SALE OF THE SURPLUS PROPERTY**

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

WHEREAS, the City acquired certain real property for public purposes; and,

WHEREAS, the City has no further public use of the properties; and,

WHEREAS, the excess parcel of real property, described in Exhibit A, is no longer required for City use, can be returned through public sale to private ownership and placed on the public property tax roll.

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

SECTION 1: The parcel of real property described in Exhibit A, attached and by this reference made a part of this Ordinance, is declared surplus for use by the City.

SECTION 2: The sale of the surplus property serves the public interest and would be of public benefit.

SECTION 3: The City Administrator is authorized to sell the surplus City property in accordance with the conditions of this ordinance, and to execute all necessary documents on behalf of the City of Yuma.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## **Exhibit A**

That portion of the Southeast quarter of Section 3, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

Beginning at the southeast corner of said Section 3;

Thence North  $00^{\circ}02'47''$  East along the East line of said Southeast quarter of Section 3 a distance of 382.33 feet;

Thence South  $70^{\circ}59'09''$  West a distance of 93.07 feet to the TRUE POINT OF BEGINNING;

Thence continuing South  $70^{\circ}59'09''$  West a distance of 533.69 to a point of a curve, concave northerly, whose radius bears North  $19^{\circ}00'51''$  West a distance of 2,241.83 feet;

Thence easterly along said curve to the left through a central angle of  $10^{\circ}11'32''$ , an arc distance of 398.80 feet to a point;

Thence North  $29^{\circ}12'19''$  West a distance of 94.40 feet to a point on a curve concave northerly, whose radius bears North  $28^{\circ}36'41''$  West a distance of 1,859.86 feet;

Thence easterly along said curve to the left through a central angle of  $04^{\circ}11'21''$ , an arc distance of 135.98 feet to a point;

Thence North  $32^{\circ}15'53''$  East a distance of 234.86 feet;

Thence South  $89^{\circ}57'31''$  East a distance of 33.06 feet to the east line of said Section 3;

Thence South  $00^{\circ}02'47''$  West along the East line of said Southeast quarter of Section 3 a distance of 83.52 feet to the beginning of a non-tangent curve, concave easterly, whose radius bears South  $63^{\circ}40'47''$  East a distance of 1,064.93 feet;

Thence southerly along said curve to the left through a central angle of  $14^{\circ}35'28''$ , an arc distance of 271.20 feet to the TRUE POINT OF BEGINNING.