

City of Yuma

City Council Meeting

Agenda

Wednesday, January 21, 2026

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

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

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

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

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

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

Final call for submission of Speaker Request Forms.

ROLL CALL**I. MOTION CONSENT AGENDA**

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

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

1. [MC 2026-019](#) **Regular Council Meeting Draft Minutes November 19, 2025**
Attachments: [2025 11 19 RCM Minutes](#)
2. [MC 2026-020](#) **Regular Council Meeting Draft Minutes December 3, 2025**
Attachments: [2025 12 03 RCM Minutes](#)
3. [MC 2026-021](#) **Regular Council Worksession Draft Minutes December 16, 2025**
Attachments: [2025 12 16 RWS Minutes](#)
4. [MC 2026-022](#) **Regular Council Meeting Draft Minutes December 17, 2025**
Attachments: [2025 12 17 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 2026-012](#) **Liquor License: Yuma Territorial Prison**
Approve a Series #07: Beer and Wine Bar Liquor License application submitted by Cathy Douglas, agent for Yuma Territorial Prison located at 220 Prison Hill Road. (LL25-22) (City Administration/City Clerk) (Lynda L. Bushong)
Attachments: [1. MAP Liquor License: Yuma Territorial Prison](#)

2. [MC 2026-013](#)**Liquor License: Tacos & Mariscos Costa Baja**

Approve a Series #12: Restaurant Liquor License application submitted by Juanita Esparza, agent for Tacos & Mariscos Costa Baja located at 1150 W. 24th Street. (LL25-23) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments:[1. MAP Liquor License: Tacos & Mariscos Costa Baja](#)**3. [MC 2026-014](#)****Bid Award: La Mesa Vista and La Mesa Hermosa Pavement Replacement**

Award a construction services contract for pavement replacement within the La Mesa Vista / La Mesa Hermosa subdivisions to the lowest responsive and responsible bidder: Gutierrez Canales Engineering, Yuma, Arizona, in the amount of \$2,171,326.66. (Engineering-RFB-24-275) (David Wostenberg/ Robin R. Wilson)

4. [MC 2026-016](#)**Ratification of Contract Increase: Entertainment Promoter Services**

Approve and ratify a contract increase for entertainment promoter services to BMC Productions & Entertainment LLC, Yuma Arizona, in the amount of \$164,600.00 for a total estimated cost of \$272,600.00. (Administration-RFB-24-172) (Jen Miller/Robin R. Wilson)

5. [MC 2026-017](#)**Cooperative Purchase Agreement: Traffic Signal Poles and Components**

Authorize the purchase and delivery of traffic signal poles and components from Paradigm Traffic Systems Inc., Arlington, Texas; Advanced Traffic Products, Everett, Washington, Cem-Tec Corporation, Phoenix, Arizona; Clark Electric Sales, Inc., dba Clark Transportation Solutions, Phoenix, Arizona; Sierra Transportation Technologies, Henderson, Nevada and Solar traffic Control, LLC of Phoenix, Arizona, utilizing a cooperative purchase agreement from Maricopa County for two years with the option to renew for four additional one year periods, one period at a time, depending on the appropriation of funds and satisfactory performance on an as needed basis, at a total estimated annual expenditure of \$215,000.00. (Public Works-CPA-26-199) (Joel Olea/ Robin R. Wilson)

II. RESOLUTION CONSENT AGENDA

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

1. [R2026-001](#) **Intergovernmental Agreement: United States Drug Enforcement Administration - Yuma**

Approve a five-year Intergovernmental Agreement (IGA) with the Drug Enforcement Administration for the use of the City of Yuma Public Safety Training Facility. (Police/Administration) (Thomas Garrity)

Attachments: [1. RES IGA Public Safety Training Facility](#)
[2. AGMT IGA Public Safety Training Facility](#)

2. [R2026-007](#) **Preannexation Development Agreement: 2963 W. Columbia Avenue**

Authorize a Preannexation Development Agreement for the property located at 2963 W. Columbia Avenue (APN 632-43-098). (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. RES PDA Columbia Ave](#)
[2. AGR PDA Columbia Ave](#)
[3. MAP PDA Columbia Ave](#)

III. ADOPTION OF ORDINANCES CONSENT AGENDA

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

1. [O2026-002](#) **Rezoning of Property: 1980 W. Colorado Street**

Rezone approximately 2.78 acres located at 1980 W. Colorado Street, Yuma, AZ, from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. P&Z RPT: Rezoning of Property 1980 W. Colorado Street](#)
[2. ORD Rezoning of Property: 1980 W. Colorado Street](#)

IV. INTRODUCTION OF ORDINANCES

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

1. [O2026-004](#) **Vacation and Authorization to Sell Surplus Property:
Livingston Ranch Phase I**

Vacate 1,457 feet of 30-foot right-of-way north of Livingston Ranch Phase I and authorize the City of Yuma to sell the surplus property to adjacent landowners in Livingston Ranch. (Community Development) (Alyssa Linville)

Attachments: [1. MAP Vacation/Sale of Property: Livingston Ranch Phase 1](#)
[2. ORD Vacation/Sale of Property: Livingston Ranch Phase 1](#)

V. PUBLIC HEARING - VARIANCE APPEAL

1. [MC 2026-018](#) **Variance Appeal: VAR-44509-2025 - 1220 S. 8th Avenue**

The City Council will hear and decide this variance appeal in a quasi-judicial capacity as a statutory board of adjustment pursuant to Arizona Revised Statutes (A.R.S.) Section 9-462.06 and Yuma City Code (Y.C.C.) §154-02.02. (Community Development/ Community Planning) (Alyssa Linville)

Attachments: [1. HO RPT Variance: 1220 S. 8th Avenue](#)
[2. Hearing Officer Minutes](#)
[3. October 23, 2025 Notice of Right to Appeal](#)
[4. November 10, 2025 Appellants' Notice to Appeal](#)
[5. November 17, 2025 Appeal Schedule](#)
[6. Appellee Department of Community Development's Brief](#)

VI. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Appointments:

- ADA Advisory Commission
- Building Advisory Board
- Clean and Beautiful Commission
- Design and Historic Review Commission
- Housing Authority Commission
- Merit System Board
- Municipal Property Corporation
- Parks, Arts, and Recreation Commission
- Planning and Zoning Commission
- Residential Advisory Board
- Workers' Compensation Trust Board
- Yuma Fire Public Safety Board
- Yuma Public Safety Police Board

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 January 8, 2026, through January 21, 2026. 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.

VII. 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.

VIII. CALL TO THE PUBLIC

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

IX. 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 and/or direction to legal counsel regarding the following lawsuits:
 - Martinez v. City of Yuma
 - Quinn v. City of Yuma
 - Deloney v. City of Yuma

(A.R.S. §38-431.03 A3 & A4)
- B. Discussion, consultation and/or direction to legal counsel regarding various contract matters. (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

File #: MC 2026-019

Agenda Date: 1/21/2026

Agenda #: 1.

Regular Council Meeting Draft Minutes November 19, 2025

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
NOVEMBER 19, 2025
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:33 p.m.

INVOCATION/PLEDGE

Eugene Johnson, Jr., Central Church of Christ, gave the invocation. **Howard Blitz**, Director of the Freedom Library, led the City Council in the Pledge of Allegiance.

FINAL CALL

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

ROLL CALL

Councilmembers Present: Martinez, Morris, Smith, Morales, Watts, and Mayor Nicholls

Councilmembers Absent: McClendon

Staffmembers Present:
Acting City Administrator, John D. Simonton
Director of Community Development, Alyssa Linville
Various Department Heads or their representative
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

Freedom Library Book Presentation

Howard Blitz, Director of the Freedom Library, and retired attorney **Larry Deason** presented City Council with a book focused on the 28 principles upon which the U.S. Constitution was founded. They suggested the book could serve as a resource for leadership programs and emphasized its value in understanding governance based on the Founding Fathers' original writings. Both expressed appreciation for the opportunity to share the gift and encouraged City Council to read and consider incorporating it into future educational efforts.

I. MOTION CONSENT AGENDA

Motion (Smith/Morales): To approve the Motion Consent Agenda as recommended. Voice vote: **approved** 6-0.

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

Special Council Meeting

October 6, 2025

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 #12: Restaurant Liquor License application submitted by Fernando Gonzalez Ruiz, agent for Burros & Fries located at 1680 S. Pacific Avenue. (LL25-19) (Admn/Clk)
2. Authorize the renewal of the Microsoft Subscription Licensing through an Arizona State Cooperative Purchase Agreement (three-year Enterprise Agreement (EA)) for an estimated annual expenditure of \$650,000 with SHI International Corp., Somerset, New Jersey. (CPA-25-172) (IT)
3. Authorize the renewal and upgrade of the City's primary and secondary internet circuits to 10 Gbps, establishing dual-provider redundancy through Lumen Technologies and Allo Communications under a State of Arizona Cooperative Purchase Agreement and City Service Contract, in the estimated amount of \$75,000 annually for a five-year term. (CPA-26-163) (IT)
4. Authorize the execution of a job order contract (JOC) to conduct various repairs throughout City of Yuma's Main Street Water Treatment Plant to be processed by PCL Construction, Inc., for an expenditure of \$1,206,877.00. (RFQ-25-159) (Eng)
5. Approve settlement of the City of Yuma v. Yuma County Flood Control District et al. lawsuit. (City Atty)

II. ADOPTION OF ORDINANCES CONSENT AGENDA

Ordinance O2025-045 – Rezoning of Property: Three properties located along 1st Avenue, between 12th Street and 13th Street (rezone approximately 1.29 acres from Light Industrial/Infill Overlay to Medium Density Residential/Infill Overlay) (ZONE-44371-2025) (Comm Dev/Comm Plng)

Morris declared a conflict of interest on Ordinance O2025-045 as his firm is involved in the project and left the dais.

Motion (Smith/Watts): To adopt Ordinance O2025-045.

Bushong displayed the following title:

Ordinance O2025-045

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the Light Industrial/Infill Overlay (L-I/IO) district to the Medium Density Residential/Infill Overlay (R-2/IO) district, and amending the zoning map to conform with the rezoning (rezone three properties located along 1st Avenue, between 12th Street and 13th Street) (ZONE-44371-2025) (Comm Dev/Comm Plng)

Roll call vote: **adopted** 5-0-1, **Morris** abstaining due to conflict of interest.

Morris returned to the dais.

Ordinance O2025-044 – Lease: Elevate Southwest (two-year lease with an additional three-year option with Yuma Multiversity Campus Corporation, DBA Elevate Southwest, for City-owned property located at 2450 South Madison Avenue) (City Admin)

Discussion

- Elevate Southwest approached the City urgently after vacating their previous location and agreed to invest over \$25,000 in improvements, which justified the \$500 monthly rent. This arrangement was based on immediate need, and there is no formal process for notifying nonprofits about available properties. (**Martinez/Simonton**)
- Other nonprofits also lease City properties at comparable or lower rates, such as the Yuma Crossing Heritage Area and the Boys & Girls Club for \$1 per month, and Amberly's Place for about \$1,100 monthly. The current agenda item pertains only to the lease, not broader Innovation District activities. (**Morris/Simonton**)

Motion (Smith/Morris): To adopt Ordinance O2025-044.

Bushong displayed the following title:

Ordinance O2025-044

An ordinance of the City Council of the City of Yuma, Arizona, authorizing and approving a lease of City-owned property with Yuma Multiversity Campus Corporation, DBA Elevate Southwest, a 501-C3 non-profit Arizona corporation (lease will provide Elevate Southwest with an interim location for operations while plans advance for a future Innovation Hub complex that will provide a permanent facility) (City Admin)

Roll call vote: **adopted 4-2, Martinez and Morales voting nay.**

Motion (Morris/Morales): To adopt the remainder of the Ordinances Consent Agenda as presented.

Bushong displayed the following title:

Ordinance O2025-046

An ordinance of the City Council of the City of Yuma, Arizona, creating Title 19, Chapter 196 of the Yuma City Code relating to cross-connection control; repealing conflicting provisions; and establishing a penalty for violations thereof (to strengthen enforcement, align with state and federal expectations, and provide long-term certainty for residents and businesses) (Utl)

Roll call vote: **adopted 6-0.**

III. INTRODUCTION OF ORDINANCES

Ordinance O2025-047 – Rezoning of Property: 1731 S. Madison Avenue (rezone approximately 0.15 acres from Light Industrial/Infill Overlay to Low Density Residential/Infill Overlay) (ZONE-44389-2025) (Comm Dev/Comm Plng)

Morris declared a conflict of interest on Ordinance O2025-047 as his firm may be involved in the design work for the project and left the dais. There being no questions or discussion, **Morris** returned to the dais.

Ordinance O2025-048 – Rezoning of Property: 3064 and 3116 S. Avenue B (rezone approximately 6.65 acres from General Commercial to High Density Residential/Aesthetic Overlay) (ZONE-44333-2025) (Comm Dev/Comm Plng)

Discussion

- Utilities and Engineering have reviewed the project and reported no concerns related to roads, water, sewer, or traffic impacts at this time. (**Smith/Linville**)

Bushong displayed the following titles:

Ordinance O2025-047

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) district, and amending the zoning map to conform with the rezoning (rezone approximately 0.15 acres located at 1731 S. Madison Avenue) (ZONE-44389-2025) (Comm Dev/Comm Plng)

Ordinance O2025-048

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3-6/AO) District, and amending the zoning map to conform with the rezoning (rezone approximately 6.65 acres located at 3064 and 3116 S. Avenue B) (ZONE-44333-2025) (Comm Dev/Comm Plng)

IV. ANNOUNCEMENTS AND SCHEDULING

Announcements

Watts, Smith, Morris, Martinez, and Mayor Nicholls reported on the following meetings attended and upcoming events:

- Yuma Coalition to End Homelessness Conference
- Women Leading Government Conference
- Gary Knight Memorial Highway Unveiling Ceremony
- Bench Dedication at Gateway Park
- Unwined Fundraiser for the Children's Museum of Yuma County
- Salvation Army Red Kettle Kickoff
- Arizona League of Cities & Towns Executive Committee Meeting
- Heroes Run 5K
- Holiday Tree Lighting at Yuma Palms Mall
- Somerton Corn Festival Kickoff

Scheduling – No meetings were scheduled at this time.

V. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- November 22nd – Third Annual Archery Tournament at the PAAC
- November 24th – Valley Aquatic Center closure for pool replastering through mid-February
- November 27th and 28th – City Hall offices closed for the Thanksgiving holiday
- Registration is open for the next Neighborhood Leadership Academy Program, which will begin in mid-January.

VI. CALL TO THE PUBLIC

Dale Dumo, City resident, expressed gratitude to the City of Yuma for its support of the inaugural 9/11 Heroes Run on September 13, 2025, which drew approximately 600 participants to honor the victims, first responders, and military service members of 9/11 and the wars that followed.

VII. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:16 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 2026-020

Agenda Date: 1/21/2026

Agenda #: 2.

Regular Council Meeting Draft Minutes December 3, 2025

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
DECEMBER 3, 2025
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:33 p.m.

INVOCATION/PLEDGE

John D. Kempton, President of the Yuma Arizona Stake of the Church of Jesus Christ of Latter-day Saints, gave the invocation. **Jen Miller**, Communications Manager, led the City Council in the Pledge of Allegiance.

FINAL CALL

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

ROLL CALL

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls

Councilmembers Absent: None

Staffmembers Present: Acting City Administrator, John D. Simonton
Various Department Heads or their representative
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

Caballeros de Yuma Annual Update

Clint Osborne, President of the Caballeros de Yuma (Caballeros), presented the Caballeros Annual Update as follows:

- Overview
 - The Caballeros were founded in 1962 by dedicated community and business leaders who wanted to promote and celebrate the Yuma region.
 - The organization's mission is to foster and promote Yuma, sponsor events that elevate and publicize the community, and work in every way to make Yuma a better place to live.
 - The group has a long-standing legacy, with some members serving for more than 50 years and remaining actively involved today.
 - Its primary focus areas include youth development, community enhancement, and serving as ambassadors for the city and county of Yuma.
- Key Partnerships
 - The Caballeros maintain strong partnerships with the City of Yuma and Yuma County, which are essential to the success of their events.
 - They receive support from multiple City departments, including Parks and Recreation, the Yuma Police Department, the Yuma Fire Department, and Public Works.
 - These collaborations ensure that events are well-coordinated and impactful for the community.

- Signature Events
 - The Fourth of July Flag Raising Ceremony is held annually at Yuma Armed Forces Park and honors local military heroes. It often features keynote speakers from Marine Corps Air Station - Yuma and Yuma Proving Grounds, highlighting Yuma's strong military ties.
 - The Colorado River Crossing Balloon Festival is a beloved family tradition that recently welcomed 30 hot air balloons at its new venue, the Pacific Avenue Athletic Complex. This event also generates charitable support for local nonprofits such as the Salvation Army and Crossroads Mission.
 - The Ken and Betty Borland Tower Lighting and Holiday Pageant has been a tradition for over 40 years. It kicks off the holiday season and benefits the Yuma Community Food Bank, collecting between 1,500 and 2,500 pounds of food annually.
 - The Yuma Territorial Marathon and Half Marathon is a Boston Marathon-qualifying race that attracts nearly 500 participants each year. It raises between \$3,000 and \$4,000 annually for local groups that assist during the event.
 - The Bull of the Desert Strongman Competition showcases athletic strength through challenges such as vehicle pulls and Atlas Stones. It is sanctioned by USA Strongman, allowing winners to qualify for national competitions.
 - Midnight at the Oasis is one of the premier classic car shows in the Southwest, featuring over 950 cars and drawing 30,000 to 50,000 spectators. It generates significant tourism revenue and distributes more than \$75,000 annually to local nonprofits.
- Scholarship Program
 - The Caballeros de Yuma are deeply committed to education and award between \$20,000 and \$40,000 annually in scholarships to local students.
 - These include Presidential Memorial Scholarships and continuing education awards for students attending Arizona State University, University of Arizona, Northern Arizona University, and Arizona Western College.
 - In recent years, the organization awarded a \$10,000 Presidential Award to the highest-scoring applicant.
- Community Impact
 - In the 2024-2025 fiscal year, the Caballeros donated \$112,410 to nonprofits and scholarship programs.
 - Since its founding in 1962, the organization has contributed over \$4.2 million to local causes.
 - Additionally, they have invested approximately \$500,000 in City facility improvements to ensure Yuma continues to thrive for future generations.
 - Their events also generate significant economic activity through tourism, nonprofit fundraising, volunteer hours, and local business engagement
- Commitment to Safety
 - The Caballeros prioritize safety by implementing enhanced security plans in coordination with local law enforcement, fire departments, and emergency medical providers.
 - Their goal is to maintain a safe and secure environment for all attendees, vendors, volunteers, and staff at every event.

Osborne concluded his presentation by expressing heartfelt appreciation to the City of Yuma, the City Council, and all supporting departments for their partnership over the past six decades. The Caballeros remain committed to continuing this collaboration and serving the community for many years to come.

I. MOTION CONSENT AGENDA

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

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

Regular Council Meeting	September 17, 2025
Regular Council Worksession	November 4, 2025

B. Executive Session

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

C. Approval of Staff Recommendations

1. Authorize the rental of an Automated Collection Side Loader Solid Waste Truck utilizing the cooperative purchase agreement originated by Sourcewell, at an estimated annual expenditure of \$82,800.00 with an option to renew the rental for up to seven additional years to Haaker-Arizona, Phoenix, Arizona. (CPA-26-175) (Pub Wks)
2. Approve an Infrastructure and Services Report for Annexation Area No. ANEX-44331-2025, identified as the Cha Cha, LLC Annexation, located west of the southwest corner of 40th Street and Avenue 4½E. (ANEX-44331-2025) (Comm Dev/Comm Plng)

II. ADOPTION OF ORDINANCES CONSENT AGENDA

Ordinance O2025-047 – Rezoning of Property: 1731 S. Madison Avenue (rezone approximately 0.15 acres from the Light Industrial/Infill Overlay District to the Low Density Residential/Infill Overlay District) (ZONE-44389-2025) (Comm Dev/Comm Plng)

Morris declared a conflict of interest on Ordinance O2025-047 as his firm is involved in the design work for the project and left the dais.

Motion (Smith/McClendon): To adopt Ordinance O2025-047.

Bushong displayed the following title:

Ordinance O2025-047

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, and amending the zoning map to conform with the rezoning (rezone approximately 0.15 acres located at 1731 S. Madison Avenue) (ZONE-44389-2025) (Comm Dev/Comm Plng)

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

Morris returned to the dais.

Motion (Morales/Smith): To adopt the Ordinances Consent Agenda as recommended.

Bushong displayed the following titles:

Ordinance O2025-048

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code, rezoning certain property located in the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District, and amending the zoning map to conform with the rezoning (rezone approximately 6.65 acres located at 3064 and 3116 S. Avenue B) (ZONE-44333-2025) (Comm Dev/Comm Plng)

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

III. INTRODUCTION OF ORDINANCES

Ordinance O2025-050 – Annexation Area No. ANEX-44331-2025 Cha Cha, LLC (annex four parcels of property located west of the southwest corner of 40th Street and Avenue 4½E) (Comm Dev/Comm Plng)

Motion (Smith/McClendon): To continue Ordinance O2025-050 to the Regular City Council Meeting of December 17, 2025, to allow for annexation petitions to be submitted. Voice vote: **approved** 7-0.

Bushong displayed the following titles:

Ordinance O2025-049

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 through a competitive process (declare six parcels of property located in the Pivot Point Yuma Subdivision surplus and authorize sale utilizing a project-based request for proposal or other competitive process) (Comm Dev/Econ Dev)

Ordinance O2025-051

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code to comply with state statute with respect to administrative design review and approval and allow Design and Historic Review Commissioners to participate by voice or video; and declaring an emergency (transfers design review authority in the Aesthetic Overlay District from the Design and Historic Review Commission to the Zoning Administrator as required by House Bill 2447) (ZONE-44497-2025) (Comm Dev/Comm Plng)

Ordinance O2025-052

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 153 and Chapter 154 of the Yuma City Code to comply with state statute relating to municipal administrative reviews; and declaring an emergency (transfers review authority for preliminary plats, final plats, and plat amendments from the Planning and Zoning Commission and City Council to the Department of Community Development as required by House Bill 2447) (ZONE-44496-2025) (Comm Dev/Comm Plng)

IV. PUBLIC HEARING AND RELATED ITEMS

Resolution R2025-100 – Minor General Plan Amendment: Southwest Corner of 17th Street and Madison Avenue (amend the City of Yuma General Plan to change the land use designation for approximately 0.48 acres from Mixed Use to High Density Residential)

Morris declared a conflict of interest on Resolution R2025-100 as his firm is involved in the project and left the dais.

Motion (Morales/Watts): To continue the public hearing for Resolution R2025-100 to the Regular City Council Meeting of February 18, 2026, to allow for the development agreement to be executed. Voice vote: **approved** 6-0-1, **Morris** abstaining due to conflict of interest.

Morris returned to the dais.

V. ANNOUNCEMENTS AND SCHEDULINGAnnouncements

Morales, Smith, Martinez, and Mayor Nicholls reported on the following meetings attended and upcoming events:

- Binational Aerospace Summit
- Quilts of Valor Ceremony at the Armed Forces Park
- Clean and Beautiful Commission Meeting
- Yuma Way Star Awards Review Committee
- Candlelight Vigil for Challistia Colelay at the Ocean-to-Ocean Bridge
- Ribbon Cutting at Yuma County Administration Building
- Meeting on Riverfront Cleanup Initiative
- Greater Yuma Economic Development Corporation Luncheon
- Bushmaster Memorial

Scheduling – No meetings were scheduled at this time.

VI. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- December 6th – Downtown Christmas
- December 13th – Arroyo Dunes Par 3 Golf Course Ribbon Cutting
- Concrete replacement will begin at Kennedy Skate Park next week, and the skate park is expected to reopen in April 2026.

VII. CALL TO THE PUBLIC

There were no speakers at this time.

VIII. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:10 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 2026-021

Agenda Date: 1/21/2026

Agenda #: 3.

Regular Council Worksession Draft Minutes December 16, 2025

MINUTES
REGULAR CITY COUNCIL WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS - YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
December 16, 2025
5:30 p.m.

CALL TO ORDER

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

Councilmembers Present: Martinez, Morris, McClendon, Smith, Watts, and Mayor Nicholls

Councilmembers Absent: Morales

Staffmembers Present: Acting City Administrator, John D. Simonton
Administrative Support Manager, Jasmin Rodriguez
Police Captain, Michael Wilcher
Director of Community Development, Alyssa Linville
Various department heads or their representatives
City Attorney, Richard W. Files
Deputy City Clerk, Janet L. Pierson

I. PARKS AND RECREATION DEPARTMENT UPDATE

Rodriguez presented the following Parks and Recreation Department (Department) update:

- Mission
 - Enriching lives through quality programs, experiences, and facilities that preserve the past, provide for the present, plan, and promote the spirit of fun.
- Department Staff
 - The leadership team currently has two key vacancies: Assistant Director and Yuma Civic Center Manager.
 - The Civic Center Manager role is being handled by the Arts and Culture Division Manager, Ana Padilla, who has introduced much-needed operational consistency and efficiency across multiple facilities, including the Civic Center, Art Center, 270 Black Box Theater, and Historic Yuma Theater.
 - The Assistant Director position will remain vacant through the fiscal year to alleviate pressure on the 2% operating fund, with plans to include it in the 2027 proposed budget.
 - Despite these vacancies, the dedicated staff continue to work collaboratively to manage the diverse functions of the Department.
- Six Divisions
 - The Department consists of six divisions responsible for programming, coordinating public use of parks and facilities, and maintaining the entire park system:
 - Parks Division
 - Arts and Culture
 - Recreation Division
 - Administration Division
 - Yuma Civic Center
 - Desert Hills Golf Course/Arroyo Dunes

- Parks, Arts, and Recreation Commission
 - The Parks, Arts, and Recreation Commission serves as a vital advisory board, acting as a community liaison and providing input on administrative policies, ordinance changes, and specialized programs like Park Patrol and Adopt-a-Park.
 - They also approve public art concepts, select winners for the City's Tribute of the Muses, and offer guidance on funding priorities and other departmental initiatives.
- Parks and Recreation Funding
 - The Department is funded through multiple sources, including the General Fund, 2% Tax Fund, Mall Maintenance Fund, grants, and revenue from fees and rentals, with recent donations supporting capital projects and aquatic programs.
 - The 2026 budget totals \$22.6 million, allocated as \$10.6 million for personnel, \$9.1 million for operations, and \$2.8 million for capital outlay.
- Parks, Arts, Recreation and Trails Master Plan
 - The Parks, Arts, Recreation, and Trails Master Plan, adopted by City Council in 2024, serves as the guiding framework for all departmental plans and initiatives.
 - Developed with extensive community input and facility assessments, it provides a 10-year strategic roadmap for the Department.
 - The Department has actively implemented key elements of the plan over the past year, ensuring it remains a living document rather than a static reference.
- Major Projects Underway
 - Kennedy Skate Park Reconstruction
 - The Kennedy Skate Park is undergoing full reconstruction after significant concrete cracking occurred soon after its grand opening.
 - The contractor, committed to delivering top-quality facilities, agreed to demolish and rebuild the park at no cost to the City.
 - Demolition is currently in progress, reconstruction will start in January, and the park is expected to reopen this spring.
 - Joe Henry Memorial Park Revitalization
 - Joe Henry Memorial Park is undergoing major improvements funded by a \$225,000 urban forestry grant, which supported extensive tree work and a new irrigation system.
 - Irrigation upgrades are complete, and plans are in place to extend irrigation to Shaw Fields, recently donated to the City by Shaw Industries.
 - The park now features a new inclusive playground, one ramada replacement with two more to be refurbished, and new concrete pathways for improved accessibility.
 - Desert Hills Golf Course Water Conservation Project
 - The Desert Hills Golf Course completed a major water conservation project funded by a grant from the Water Infrastructure Finance Authority of Arizona.
 - Improvements included replacing the entire irrigation system with a computer-controlled system, bunkers designed to meet professional golf standards, removing over 30 acres of turf, and planting more than 1,000 desert-adapted plants.
 - These changes significantly reduce water use while enhancing sustainability and aesthetics, earning strong positive feedback from players.
 - Additionally, the Par 3 course has been restored to its original name, Arroyo Dunes, which has been warmly welcomed by the golfing community.

- East Mesa Community Park
 - The East Mesa Community Park, a long-requested project reaffirmed in the 2024 Master Plan, is under active development near 32nd Street and Avenue 6E.
 - Key features are taking shape: the lake is nearly complete and will be filled in January, retaining walls and sidewalks are poured, and shade structures and play equipment are being installed.
 - Thanks to revenue bonds and donations, additional play structures and splash pad options have been added.
 - While significant progress has been made, the park's grand opening is still about a year away.
- Art Projects Underway
 - Several new art projects have brightened Yuma this year, including a colorful mural behind the skate park created through the summer mural program and a newly unveiled art fence downtown on Second Street. Both were funded primarily by grants and donations.
 - Looking ahead, 2026 is set to be “the year of the arts,” with about 17 new installations planned, ranging from functional art pieces to murals, so expect numerous artist calls and unveiling announcements soon.
- Revenue Bond
 - The splash pad at Friendship Park, which has reached the end of its useful life, will be replaced with a modern splash zone this fiscal year, funded by the recent revenue bond initiative.

Discussion

- Recent efforts have increased the tree canopy at the golf course and Joe Henry Memorial Park, with ongoing restoration work continuing throughout the park system. (**Watts/Rodriguez**)
- The contractor that constructed Kennedy Skate Park used an incorrect concrete mix lacking sufficient aggregate, which led to cracking. The contractor has taken responsibility and will use a mix specifically designed for local conditions during reconstruction. (**Watts/Simonton**)
- The splash pad at Friendship Park operates seasonally, typically from late spring through early fall, and is available for school events and public use. It does not run constantly; instead, it uses a push-button activation system, allowing visitors to start the water flow as needed. (**McClendon/Rodriguez**)
- Replacement of the Carver Park splash pad is included in the Capital Improvement Program and was identified in the master plan as needing replacement in the near future, though the exact year is not yet determined. (**McClendon/Rodriguez**)
- The golf courses look beautiful and are an important part of the golf community, with the restored Arroyo Dunes name receiving positive feedback. (**Smith/Rodriguez**)
- Art installations continue to appear throughout the City, showcasing incredible local talent and enriching the community. These projects benefit from strong community support, which helps bring them to life. (**Smith/Rodriguez**)
- The art fence installation is creative and offers an interactive experience that feels like discovering a hidden gem or “easter egg” in the community, going beyond a simple painted wall. (**Mayor Nicholls/Rodriguez**)

II. REGULAR CITY COUNCIL MEETING AGENDA OF DECEMBER 17, 2025

Motion Consent Agenda Item C.3 – Bid Award: Handguns with Red Dot Sights (purchase and delivery of handguns in the amount of \$117,920.00 from Proforce Law Enforcement, Prescott, Arizona) (RFB-26-139) (YPD)

Discussion

- The bid award for handguns with red dot sights involves replacing all 176 handguns rather than just adding sights. Surplus handguns are managed through a buyback program, where the vendor provides compensation in exchange for the old weapons. (**Smith/Wilcher**)
- Training on the red dot optic has already been completed, and ongoing training will continue throughout the year. Officers must qualify on the new system before deploying the upgraded handguns in the field. (**McClelland/Wilcher**)

Ordinance O2025-051 – Text Amendment: Design Review (transfers design review authority in the Aesthetic Overlay District from the Design and Historic Review Commission to the Zoning Administrator as required by House Bill 2447) (ZONE-44497-2025) (Comm Dev/Comm Plng)

Discussion

- This text amendment stems from House Bill 2447, which removes the Design and Historic Review Commission's authority to review design applications for aesthetic overlay cases. This primarily eliminates the public hearing requirement for those cases. (**Mayor Nicholls/Linville**)

Ordinance O2025-052 – Text Amendment: Subdivision Code (transfers review authority for preliminary plats, final plats, and plat amendments from the Planning and Zoning Commission and City Council to the Department of Community Development as required by House Bill 2447) (ZONE-44496-2025) (Comm Dev/Comm Plng)

Discussion

- The preliminary plat phase remains a required step under state law and will continue as part of the process, which has been updated to ensure efficiency moving forward. However, having the Mayor sign the plat is no longer necessary. (**Mayor Nicholls/Linville**)

EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 5:52 p.m. No Executive Session was held

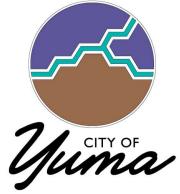
APPROVED:

Lynda L. Bushong, City Clerk

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2026-022

Agenda Date: 1/21/2026

Agenda #: 4.

Regular Council Meeting Draft Minutes December 17, 2025

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
DECEMBER 17, 2025
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:31 p.m.

INVOCATION/PLEDGE

David Clark, Immaculate Conception Church, gave the invocation. **Captain Michael Wilcher**, Yuma Police Department, led the City Council in the Pledge of Allegiance.

FINAL CALL

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

ROLL CALL

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls

Councilmembers Absent: None

Staffmembers Present: Acting City Administrator, John D. Simonton
Administrative Support Manager, Jasmin Rodriguez
Director of Finance, Douglas Allen
Various Department Heads or their representative
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

Chapman Donation to Parks and Recreation

Rodriguez announced that Chapman Auto Group generously donated \$400,000 to fund a splash pad and ramada at East Mesa Community Park, supporting the Parks and Recreation Department's mission to enhance community recreational opportunities.

Patti Jacobson, on behalf of Chapman Auto Group, thanked the City for the opportunity to contribute to the construction of a new park and expressed excitement about supporting the community and creating a new space for residents to enjoy.

Mayor Nicholls thanked Chapman Auto Group for their generous contribution to the East Mesa Community Park. The project once seemed like a steep challenge, but partnerships like this make the goal achievable. The donation will accelerate completion of a first-class park that meets the vision of the growing community.

I. MOTION CONSENT AGENDA

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

REGULAR CITY COUNCIL MEETING MINUTES

DECEMBER 17, 2025

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

Regular Council Worksession November 18, 2025

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 Class A Bingo License application submitted by Erickia Kanies on behalf of Westward Village located at 3300 S. 8th Avenue. (BL25-02) (Admin/Clk)
2. Approve a Series #12: Restaurant Liquor License application submitted by Alejandro Zapata Trujillo, agent for J. T. Bros Sandwich Shop located at 2630 S. 4th Avenue. (LL25-20) (Admin/Clk)
3. Authorize the purchase and delivery of handguns to the lowest responsive and responsible bidder in the amount of \$117,920.00 to Proforce Law Enforcement, Prescott, Arizona. (RFB-26-139) (YPD)

II. RESOLUTION CONSENT AGENDA

Motion (Morris/McClendon): To adopt the Resolution Consent Agenda as recommended.

Bushong displayed the following titles:

Resolution R2025-102

A resolution of the City Council of the City of Yuma, Arizona, authorizing an intergovernmental agreement between the City of Yuma and the Arizona Department of Forestry and Fire Management (acting on behalf of the Arizona Office of the State Fire Marshal) to allow the Yuma Fire Department to apply the City's local fire code in school inspections (eliminates the need for inspectors to cross-train on both the local and state fire codes, improving efficiency, accuracy, and uniformity in enforcement and service delivery) (YFD)

Resolution R2025-104

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with Marcos L. Orduno and Viviana Galvan Vargas for Assessor Parcel Number 696-29-010 located at 3101 S. Avenue 3E (agreement will allow the property owners to connect to City water services until such time that an annexation can be brought forward) (Comm Dev/Comm Plng)

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

III. ADOPTION OF ORDINANCES CONSENT AGENDA

Motion (Morales/McClendon): To adopt the Ordinances Consent Agenda as recommended.

Bushong displayed the following titles:

Ordinance O2025-049

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 through a competitive process (declare six parcels of property located in the Pivot Point Yuma Subdivision surplus and authorize sale utilizing a project-based request for proposal or other competitive process) (Comm Dev/Econ Dev)

Ordinance O2025-051

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 154 of the Yuma City Code to comply with state statute with respect to administrative design review and approval and allow Design and Historic Review Commissioners to participate by voice or video; and declaring an emergency (transfers design review authority in the Aesthetic Overlay District from the Design and Historic Review Commission to the Zoning Administrator as required by House Bill 2447) (ZONE-44497-2025) (Comm Dev/Comm Plng)

Ordinance O2025-052

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 153 and Chapter 154 of the Yuma City Code to comply with state statute relating to municipal administrative reviews; and declaring an emergency (transfers review authority for preliminary plats, final plats, and plat amendments from the Planning and Zoning Commission and City Council to the Department of Community Development as required by House Bill 2447) (ZONE-44496-2025) (Comm Dev/Comm Plng)

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

IV. INTRODUCTION OF ORDINANCES

Bushong displayed the following title:

Ordinance O2025-050

An ordinance of the City Council of the City of Yuma, Arizona, annexing to the City of Yuma, a portion of Section 18, Township 9 South, Range 22 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 Light Industrial (L-I) and designating 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 (annex four parcels of property located west of the southwest corner of 40th Street and Avenue 4½E) (ANEX-44331-2025) (Comm Dev/Comm Plng)

V. PUBLIC HEARING AND RELATED ITEMS

MC 2025-193 – Public Hearing: Biennial Development Fee Audit FY 2024 (conduct a public hearing on the Development Fee Biennial Certified Audit in accordance with Arizona Revised Statutes § 9-463.05 and Yuma City Code § 157.05) (Fin/Eng)

Mayor Nicholls opened the public hearing at 5:44 p.m.

Allen announced that the biennial audit for fiscal years 2023-2024 was completed by Wildan Financial Services and posted on the City's website on December 10, 2025. He emphasized that a public hearing must

occur within 60 days of the posting and introduced **Dan Jackson**, Vice President of Wildan Financial Services, to present the audit findings.

Jackson presented the following information:

- The purpose of the audit was to review Yuma's development fee program for fiscal years 2023-2024 and confirm compliance with Arizona state statute ARS 9-463.
- Development fees help fund public services for new growth, based on Land Use Assumptions and an Infrastructure Improvement Plan adopted by City council.
- The audit examined Land Use Assumptions, revenues and expenditures, level of service standards, and permit sampling for accuracy.
- Land use projections from 2019 were highly accurate. Residential growth reached 90% of projections, while commercial growth exceeded forecasts.
- The City collected \$3.7 million in development fees but spent \$6.3 million on eligible projects, ensuring all fee revenue was used appropriately.
- There was no evidence of discrimination in service levels between new and existing development; improvements benefited the entire community.
- Permit sampling showed the City properly assessed and calculated development fees in all cases reviewed.
- Overall, Yuma's development fee program is fully compliant with state guidelines and competitive with other Arizona cities.
- It is recommended that the City update non-utility development fees every five years. The last update was in 2019, and rising construction costs make a new study essential.

Motion (Morales/Watts): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 5:56 p.m.

Discussion

- It is common for municipalities to collect less in development fees than they spend on growth-related projects. State law allows cities to recover all growth costs through impact fees, but most choose not to impose the maximum fee to avoid discouraging development. Typically, cities recover about 50% of these costs, balancing revenue needs with economic growth objectives. **(Morales/Jackson)**
- Municipalities can spend collected development fees even under expenditure limits, as these fees can be applied to debt service for bonded projects. Using fees directly for projects is preferred because development fee revenues fluctuate with construction activity, making them less reliable for long-term obligations. The \$2.6 million shortfall was covered primarily by other funding sources: Public Safety Tax for Fire and Police facilities, the Special 2% Tax for park development, Road Tax for streets, and General Fund revenues for the remaining costs. **(Morales/Allen)**
- Historical comparisons of development fees collected versus eligible expenditures will be prepared to evaluate long-term trends. Maintaining moderate development fees is essential to balance revenue needs with economic growth, as excessive fees could discourage construction and reduce overall revenue. **(Morris/Jackson)**
- Restructuring residential development fees based on square footage or bedroom count, similar to commercial fees, could improve fairness and support affordable housing. However, implementing such changes would require significant administrative effort and legal review to ensure compliance with state statutes. **(Morris/Jackson)**

- The Infrastructure Improvement Plan remains in use alongside the Capital Improvement Plan, and audits continue on a two-year cycle. A new development fee study is overdue; the City has engaged a consulting firm, and the update process is expected to take 12–18 months. (**Mayor Nicholls/Jackson/Simonton**)

VI. ANNOUNCEMENTS AND SCHEDULING

Announcements

Morris, Martinez, Smith, Watts, Morales, and Mayor Nicholls reported on the following meetings attended and upcoming events:

- Board of Regents Dinner and Meeting
- University of Arizona Medical School Announcement
- Southwest Contractors Annual Golf Tournament
- Arizona Space Commission Meeting
- Congressional Border Briefing
- Yuma Fresh Vegetable Luncheon
- Americans for Prosperity Border Security Panel
- Meeting with Taiwanese University at Arizona Western College
- Border Patrol Cornerstone Leadership Program
- Governor's Homeless Committee Meeting

Mayor Nicholls requested that an Executive Session item for the City Administrator's review be added to the January 7th agenda.

Morales requested that a six-month update on the spaceport project be added to a future agenda. **Simonton** stated that, due to scheduling constraints, the update is expected to be presented at the first meeting in February.

Scheduling – No meetings were scheduled at this time.

VII. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- Newly appointed Fire Chief John Louser was congratulated for a highly successful recruitment process, praised by both internal staff and external fire chiefs for exceptional performance.
- City Hall offices will be closed on December 25-26 for Christmas and January 1-2 for New Year's Day and the regularly scheduled alternating Friday closure.
- The trash collection schedule will change due to the upcoming holiday, with Thursday routes collected on Wednesday and Friday routes remaining unchanged.
- The annual Christmas tree recycling program runs from December 26 through January 4 at the Civic Center. Only real trees will be accepted; artificial trees should go to the landfill.

VIII. CALL TO THE PUBLIC

Michael Shelton, City resident, praised the Yuma Fire Department for their professionalism, calm demeanor, and focus when assisting patients at the dialysis center. He commended their training and

REGULAR CITY COUNCIL MEETING MINUTES

DECEMBER 17, 2025

equipment, emphasized support for future equipment needs, and noted that all City departments go the extra mile for the public.

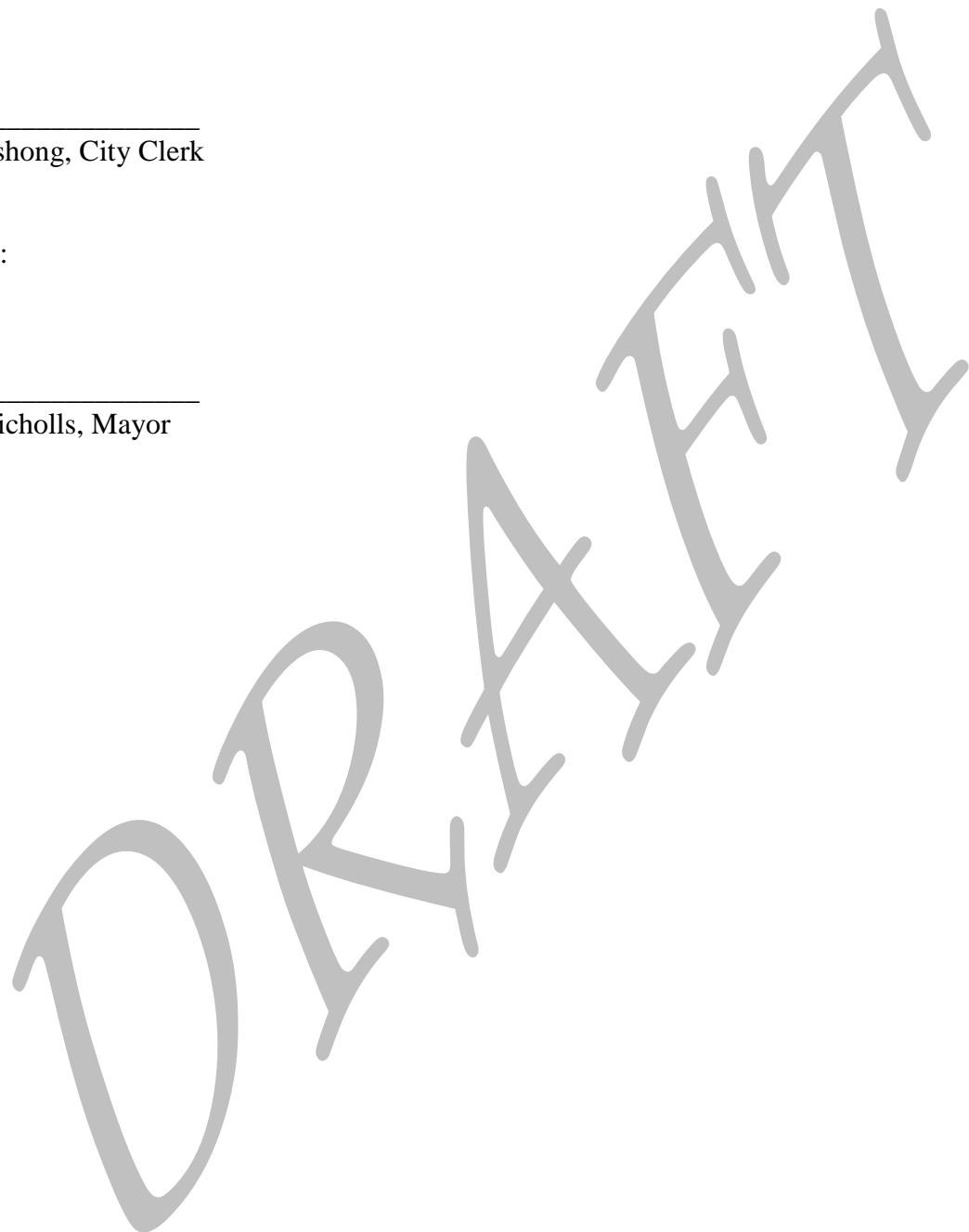
IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:25 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

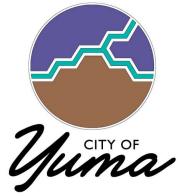
APPROVED:

Douglas J. Nicholls, Mayor



Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2026-012

Agenda Date: 1/21/2026

Agenda #: 1.

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

TITLE:

Liquor License: Yuma Territorial Prison

SUMMARY RECOMMENDATION:

Approve a Series #07: Beer and Wine Bar Liquor License application submitted by Cathy Douglas, agent for Yuma Territorial Prison located at 220 Prison Hill Road. (LL25-22) (City Administration/City Clerk) (Lynda L. Bushong)

STRATEGIC OUTCOME:

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

REPORT:

Cathy Douglas, agent for Yuma Territorial Prison located at 220 Prison Hill Road, has applied for a Series #07: Beer and Wine Bar 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 the Department of Community Development, 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		

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

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

Series #07: Beer and Wine Bar 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: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026

ZONE MAP

ZONES REPRESENT
LIQUOR DISPENSING
AREAS

SERIES 7 LICENSE

LIQUOR LICENSE
#007140022219

YUMA CROSSING NATIONAL
HERITAGE AREA

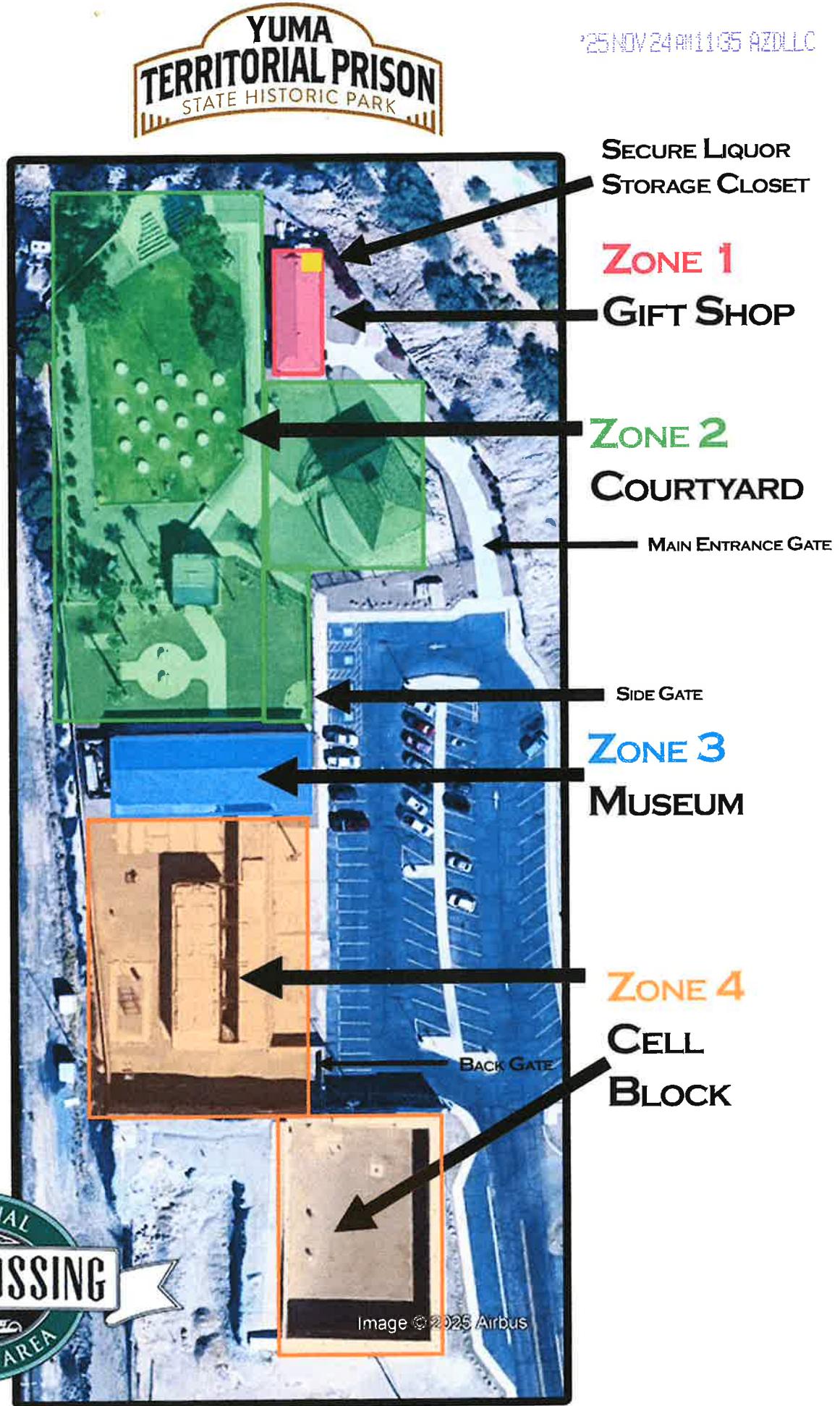
FENCING AROUND ZONES

ZONE AREAS:

ZONE #1: 1,948 SQ. FT.
ZONE #2: 37,286 SQ. FT.
ZONE #3: 4,869 SQ. FT.
ZONE #4: 25,940 SQ. FT.

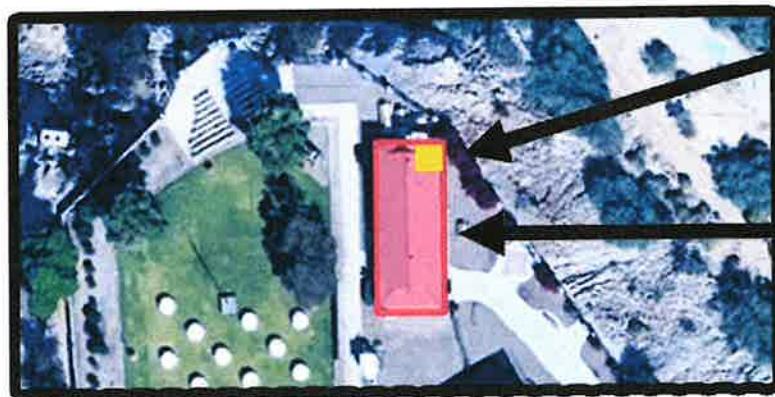
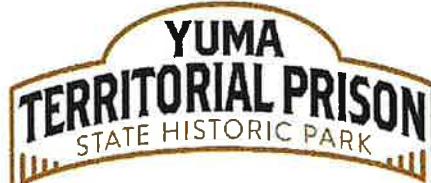
YUMA TERRITORIAL PRISON
STATE HISTORIC PARK
220 PRISON HILL ROAD
YUMA, ARIZONA 85364

SATELITE VIEW



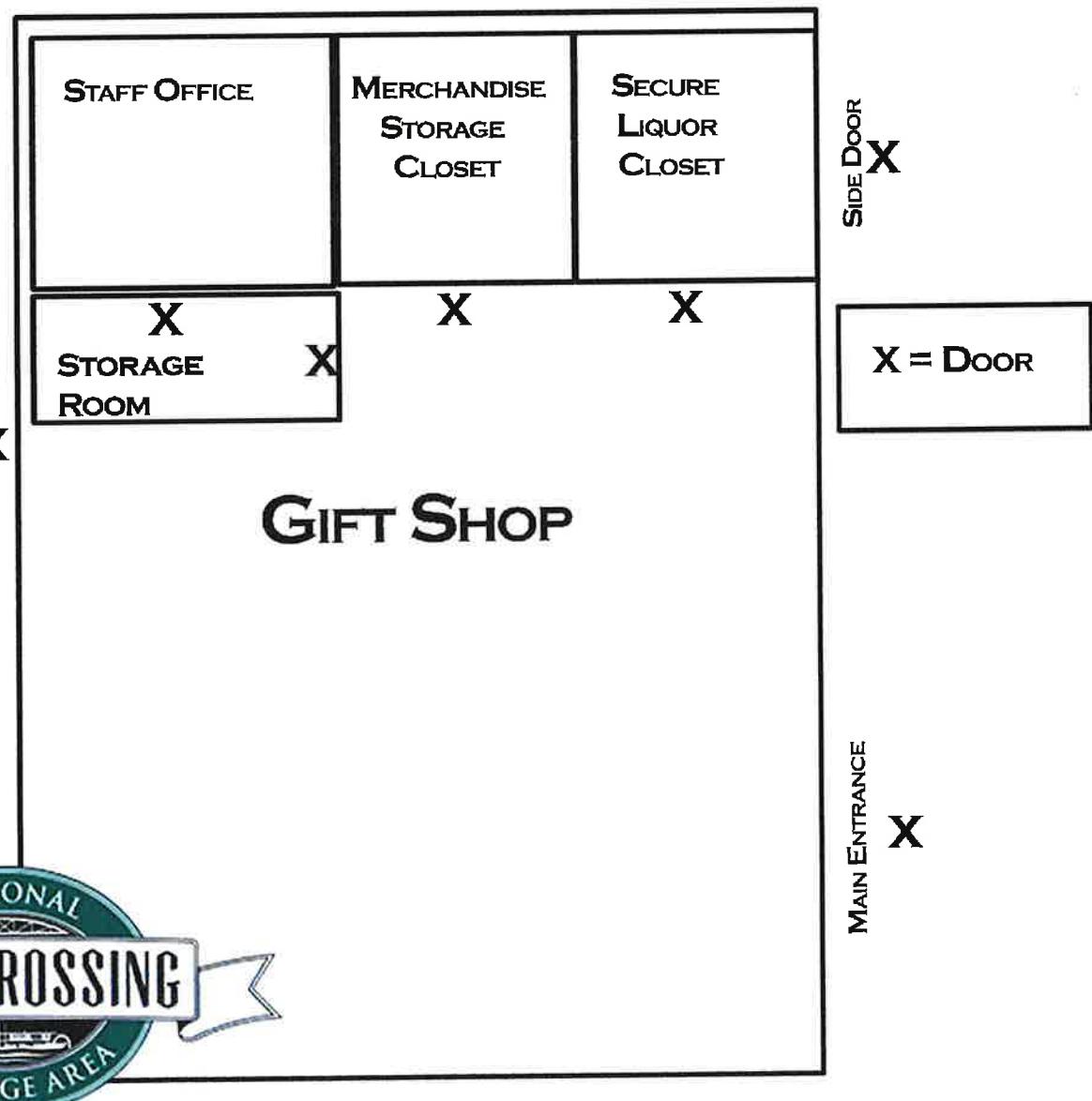
ZONE 1

GIFT SHOP



SECURE LIQUOR
STORAGE CLOSET

ZONE 1
GIFT SHOP





ZONE 2

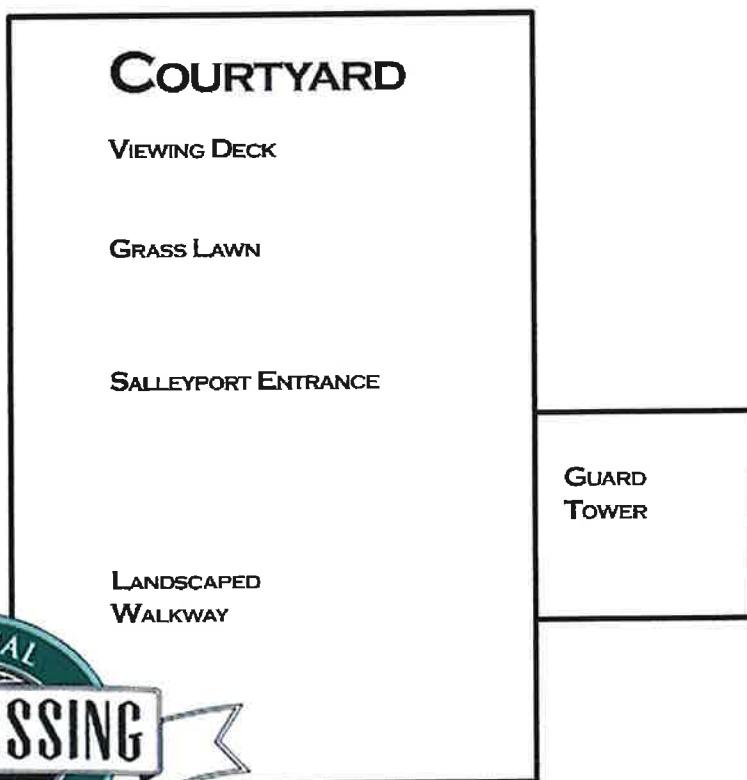
COURTYARD

FLOOR PLAN

FENCE
ENCLOSED
AREA



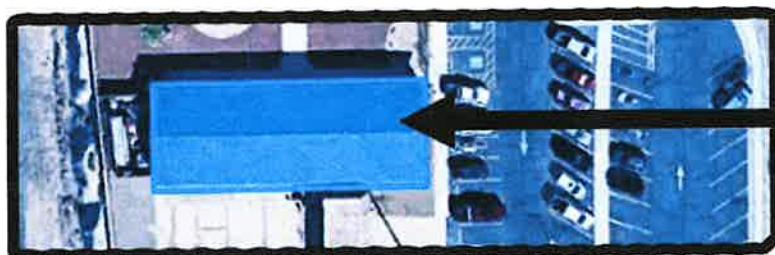
ZONE 2
COURTYARD





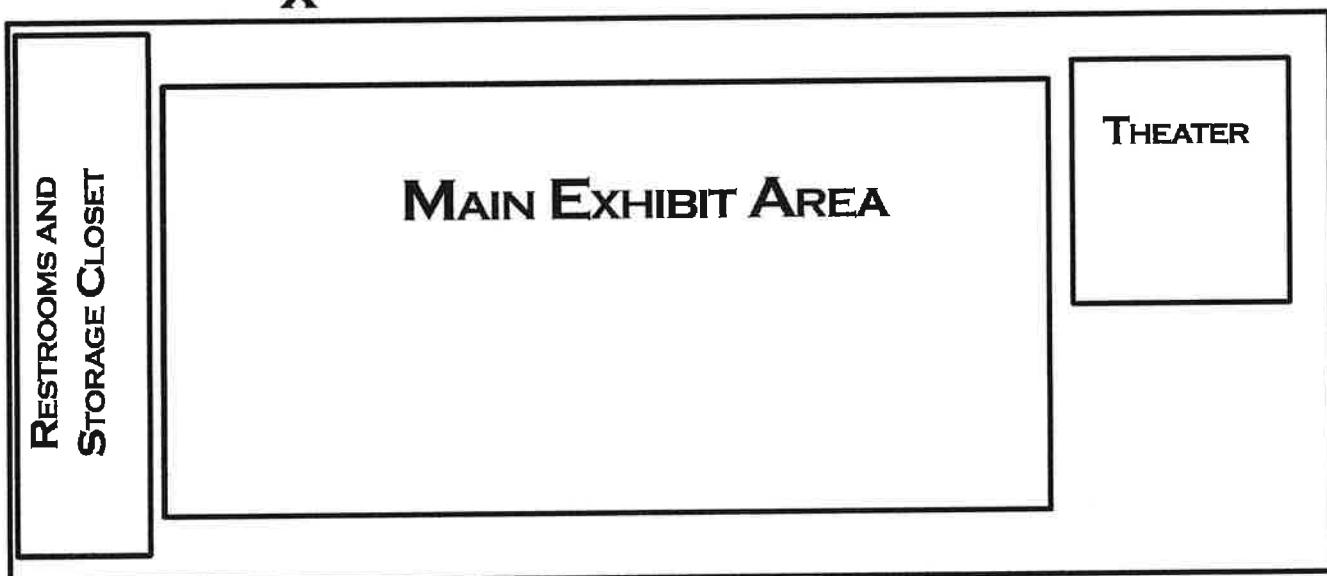
25 NOV 24 AM 11:35 AZD LLC

ZONE 3 MUSEUM



ZONE 3
MUSEUM

MAIN ENTRANCE
X



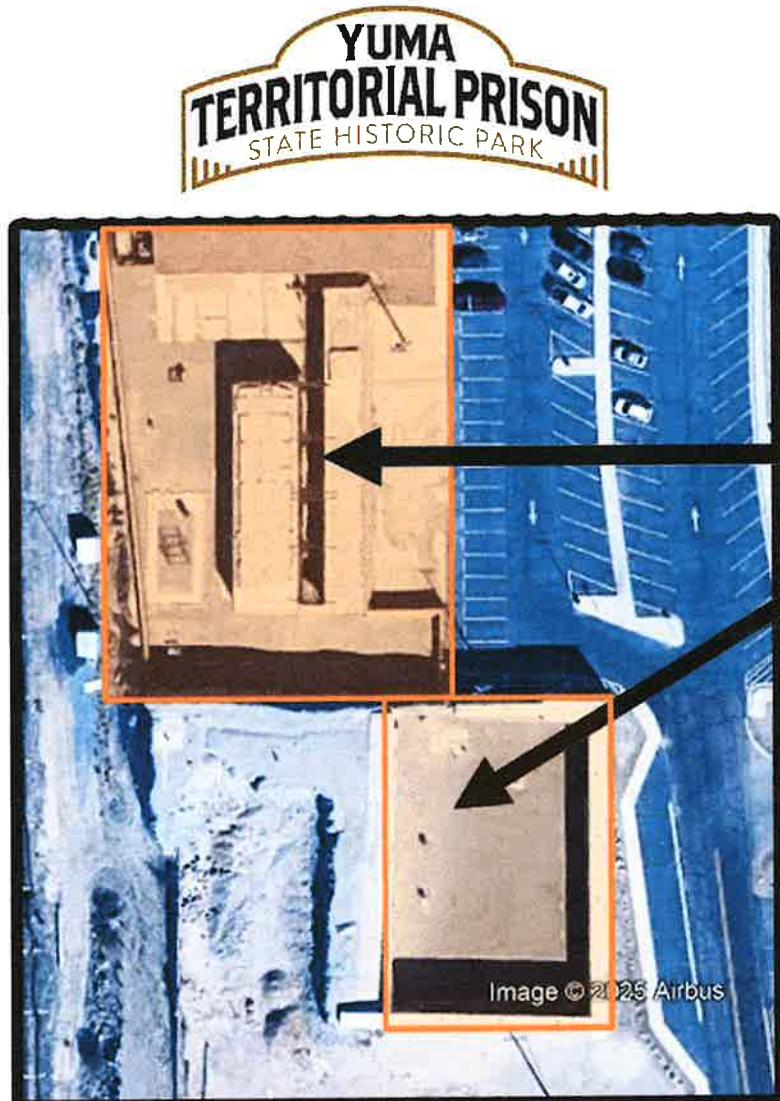
X
EXIT TO CELL BLOCK



ZONE 4

CELL BLOCK

FENCE
ENCLOSED

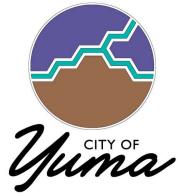


ZONE 4
CELL
BLOCK

PRISON
CELLS

PRISON
CELLS





City of Yuma

City Council Report

File #: MC 2026-013

Agenda Date: 1/21/2026

Agenda #: 2.

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

TITLE:

Liquor License: Tacos & Mariscos Costa Baja

SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Juanita Esparza, agent for Tacos & Mariscos Costa Baja located at 1150 W. 24th Street. (LL25-23) (City Administration/City Clerk) (Lynda L. Bushong)

STRATEGIC OUTCOME:

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

REPORT:

Juanita Esparza, agent for Tacos & Mariscos Costa Baja located at 1150 W. 24th Street, 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 the Department of Community Development, 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		

FISCAL IMPACT STATEMENT:

Application Fee: \$250.00

ADDITIONAL INFORMATION:

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

Series #12: Restaurant Liquor License application

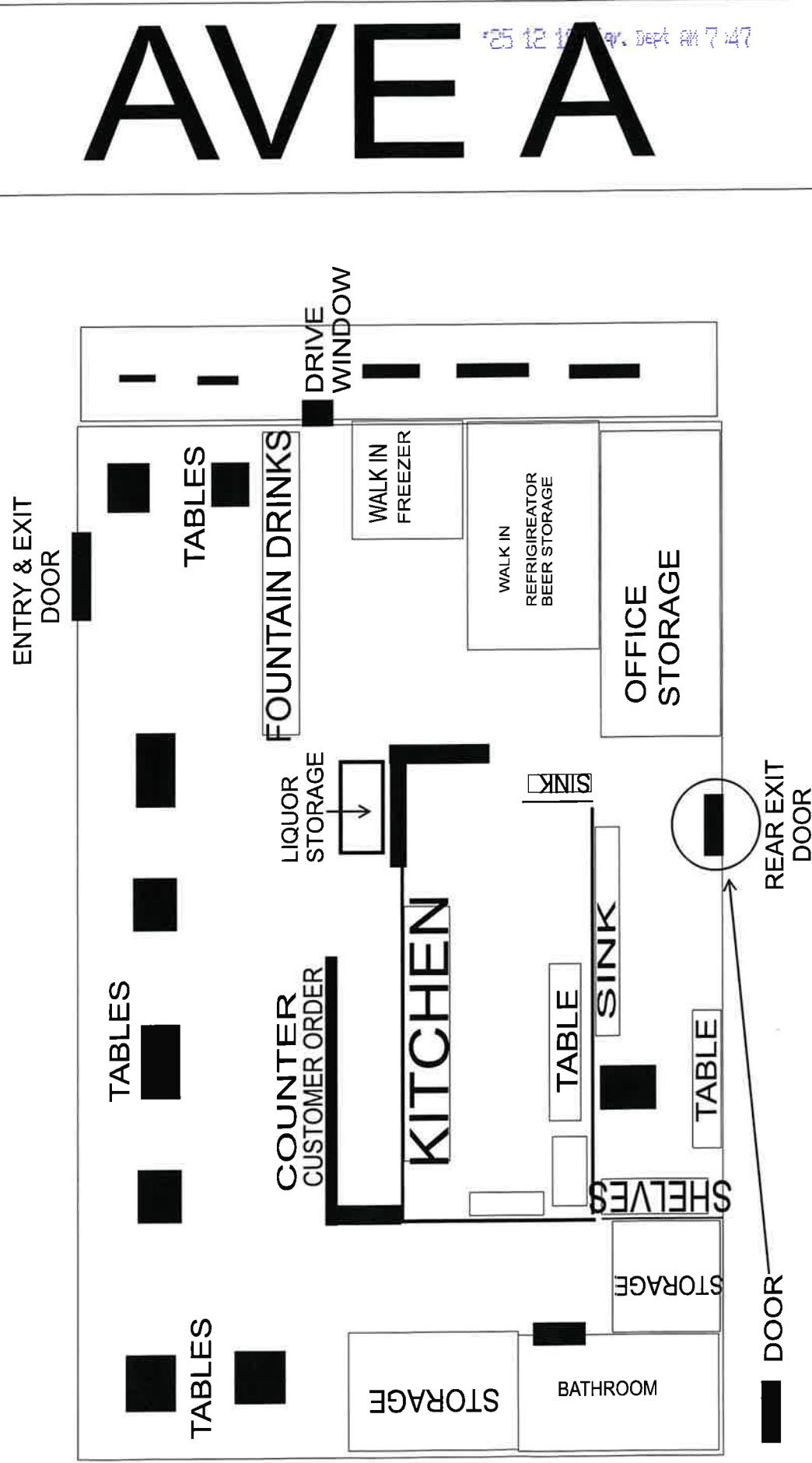
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

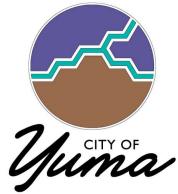
- Department
- City Clerk's Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026

TACOS & MARISSCOS COSTA BAJA
1150 West 24th Street
Yuma, AZ 85364

Square Footage: 2,156





City of Yuma

City Council Report

File #: MC 2026-014

Agenda Date: 1/21/2026

Agenda #: 3.

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

TITLE:**Bid Award: La Mesa Vista and La Mesa Hermosa Pavement Replacement****SUMMARY RECOMMENDATION:**

Award a construction services contract for pavement replacement within the La Mesa Vista / La Mesa Hermosa subdivisions to the lowest responsive and responsible bidder: Gutierrez Canales Engineering, Yuma, Arizona, in the amount of \$2,171,326.66. (Engineering-RFB-24-275) (David Wostenberg/ Robin R. Wilson)

STRATEGIC OUTCOME:

Awarding this contract aligns with City Council's Active and Appealing strategic outcome by providing reconstruction of the existing pavement section to current City Standards for the streets in both subdivisions, including upgrading ADA ramps, as well as replacing existing AC watermains with new C900 watermains.

REPORT:

This pavement replacement project consists of reconstructing over 16,000 square yards of asphalt pavement, upgrading ADA sidewalk ramps and the installation of approximately 2,900 linear feet of C900 watermain at La Mesa Vista and Mesa Hermosa subdivisions.

Bids were received from the following two general contractors:

DPE Construction, Inc.	\$2,915,000.00
Gutierrez Canales Engineering	\$2,171,326.66

This project is anticipated to begin in the Spring of 2026 and be completed in 120 days.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,171,326.66	BUDGETED:	\$1,832,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 339,326.66
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 2,171,326.66	Bond Series 2025 repaid by: City Road Tax Fund Utility Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget and Capital Improvement Plan to award this bid. Use of bond proceeds is excluded from the Expenditure Limitation. Transferred funding will come from budget authority existing in the CIP from various project sources with minimal impact to the program.

ADDITIONAL INFORMATION:

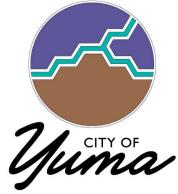
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026



City of Yuma

City Council Report

File #: MC 2026-016

Agenda Date: 1/21/2026

Agenda #: 4.

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

TITLE:**Ratification of Contract Increase: Entertainment Promoter Services****SUMMARY RECOMMENDATION:**

Approve and ratify a contract increase for entertainment promoter services to BMC Productions & Entertainment LLC, Yuma Arizona, in the amount of \$164,600.00 for a total estimated cost of \$272,600.00. (Administration-RFB-24-172) (Jen Miller/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Connected and Engaged by bringing the community together for a one-time celebration that promotes civic pride and drives local economic activity.

REPORT:

On March 30, 2024, City Council approved a contract in the amount of \$108,000 for entertainment promoter services for various annual signature events such as Tacos and Tunes, AGFest, BBQ & Brew Festival, and the 4th of July Spectacular. These events are intended to promote local culture, enhance community engagement, and stimulate the economy. Many performing artists are local and diverse and highlight the cultural relevancy of Yuma.

The proposed contract increase is driven by the City's plans to host a one-time, large-scale celebration on Saturday, April 18, 2026, titled "Yuma Salutes America 250 - A Star-Spangled Celebration." This special event will commemorate the 250th anniversary of American independence and will include a live outdoor concert featuring three nationally recognized musical acts. Due to the elevated artist fees and expanded promotional efforts required to support an event of this scale, a one-time contract increase of \$164,600.00 is requested.

Approval of this motion will authorize the increased contract amount for FY26, bringing the total estimated cost to \$272,600.00. The contract will revert to the previously approved amount for the remaining term following this one-time event.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 272,600.00	BUDGETED:	\$ 108,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$164,600.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 272,600.00	General Fund and Special Two-Percent Tax	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget by transferring unencumbered funds from within the department without impacting current year or on-going operations.

The program anticipates some revenue off-set by recovering a portion of the event expenses through sponsorship contributions, ticketed attendance, and revenue from beverage and merchandise sales.

ADDITIONAL INFORMATION:

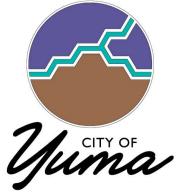
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026



City of Yuma

City Council Report

File #: MC 2026-017

Agenda Date: 1/21/2026

Agenda #: 5.

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

TITLE:**Cooperative Purchase Agreement: Traffic Signal Poles and Components****SUMMARY RECOMMENDATION:**

Authorize the purchase and delivery of traffic signal poles and components from Paradigm Traffic Systems Inc., Arlington, Texas; Advanced Traffic Products, Everett, Washington, Cem-Tec Corporation, Phoenix, Arizona; Clark Electric Sales, Inc., dba Clark Transportation Solutions, Phoenix, Arizona; Sierra Transportation Technologies, Henderson, Nevada and Solar traffic Control, LLC of Phoenix, Arizona, utilizing a cooperative purchase agreement from Maricopa County for two years with the option to renew for four additional one year periods, one period at a time, depending on the appropriation of funds and satisfactory performance on an as needed basis, at a total estimated annual expenditure of \$215,000.00. (Public Works-CPA-26-199) (Joel Olea/ Robin R. Wilson)

STRATEGIC OUTCOME:

Utilizing these products will allow the City to efficiently and cost-effectively maintain traffic signal poles, hardware, video detection systems, and traffic signal controller components, supporting the Technology Traffic Management Center, improving roadway safety, and streamlining traffic operations to enhance mobility, which aligns with the Safe and Prosperous strategic outcome.

REPORT:

The City requires that purchases be made on an as needed basis for many of these items to support the daily operations of the Public Works and Engineering Departments, as well as the Traffic Management Center.

These materials are essential to maintaining traffic signal infrastructure, supporting real-time traffic monitoring and signal operations, responding to operational issues, performing routine maintenance, and ensuring uninterrupted, safe, and efficient traffic operations throughout the City.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$215,000.00	BUDGETED:	\$215,000.00
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	\$215,000.00	Not Bond Funded City Road Tax Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget and Capital Improvement Plan to make this purchase.

ADDITIONAL INFORMATION:

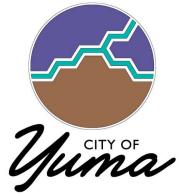
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026



City of Yuma

City Council Report

File #: R2026-001

Agenda Date: 1/21/2026

Agenda #: 1.

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

TITLE:

Intergovernmental Agreement: United States Drug Enforcement Administration - Yuma

SUMMARY RECOMMENDATION:

Approve a five-year Intergovernmental Agreement (IGA) with the Drug Enforcement Administration for the use of the City of Yuma Public Safety Training Facility. (Police/Administration) (Thomas Garrity)

STRATEGIC OUTCOME:

This IGA supports the City Council's Safe and Prosperous and Connected and Engaged strategic outcomes. The approved agreement builds a partnership with outside agencies and will allow the Drug Enforcement Administration to use the City of Yuma Public Safety Training Facility for training personnel.

REPORT:

The City of Yuma Public Safety Training Facility is utilized by the Yuma Police Department and the Yuma Fire Department for regular training. The Yuma Police Department and the Drug Enforcement Administration have a cooperative working relationship, often collaborating in areas of law enforcement and public safety. The Drug Enforcement Administration desires to use the City of Yuma Public Safety Training Facility for the training of sworn peace officers, special agents, and other personnel.

By approving this resolution, City Council authorizes the IGA with Drug Enforcement Administration for use of the City of Yuma Public Safety Training Facility.

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

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

Acting City Administrator: John D. Simonton	Date: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026

RESOLUTION NO. R2026-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY OF YUMA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION

WHEREAS, the City of Yuma (City) often makes its Public Safety Training Facility (PSTF) available to other governmental and public safety agencies for training of personnel and related activities; and,

WHEREAS, the Drug Enforcement Administration (User Agency) is a Federal agency operating within the City; and,

WHEREAS, the Yuma Police Department (YPD) and User Agency often collaborate in areas of law enforcement and public safety; and,

WHEREAS, the City and the User Agency value their cooperative working relationship; and,

WHEREAS, the User Agency desires to use the City's PSTF for training; and,

WHEREAS, it is in the best interest of the City to ensure User Agency has access to facilities that enable it to provide ongoing training to personnel.

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

SECTION 1: The City Council finds entering into an intergovernmental agreement with the Drug Enforcement Administration to use the City of Yuma Public Training Facility is in the public interest

SECTION 2: The document titled *Intergovernmental Agreement between the City of Yuma and the Drug Enforcement Administration for use of the City of Yuma Public Safety Training Facility*, attached and incorporated by reference, is approved in accordance with its terms.

SECTION 3: The City Administrator is authorized and directed to execute the attached Intergovernmental Agreement on behalf of the City of Yuma.

Adopted this _____ day of January, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR
USE OF THE CITY OF YUMA PUBLIC SAFETY TRAINING FACILITY**

This Intergovernmental Agreement ("Agreement") is entered into by and between Drug Enforcement Administration ("User Agency") and the City of Yuma ("City"), on behalf of itself and the Yuma Police Department ("YPD"). User Agency and the City are referred to herein individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City owns a Public Safety Training Facility ("PSTF") that it makes available to other governmental agencies for training of personnel and related activities; and

WHEREAS, the User Agency is a Federal agency operating within the City; and

WHEREAS, YPD and User Agency often collaborate in areas of law enforcement and public safety; and

WHEREAS, the City and User Agency value their cooperative working relationship; and

WHEREAS, User Agency desires to use the PSTF for training; and

WHEREAS, it is in the best interest of the City to ensure User Agency has access to facilities that enable it to provide ongoing training to personnel.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree to the following terms and conditions:

- I. **USE OF THE PSTF.** User Agency may use the PSTF for training of sworn peace officers, special agents, fire fighters, and other personnel, so long as such individuals are employees of the Federal government and are acting within their capacity as an employee during the use of the PSTF, or such other uses as deemed appropriate by mutual written agreement of the Parties. User Agency shall schedule its use of the PSTF at least thirty (30) days before the planned use by contacting YPD.
- II. **AUTHORITY.** The City is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952, *et. seq.*, Article III, Section 13 of the Charter of the City of Yuma. User Agency is authorized to enter into this Agreement pursuant to 21 U.S.C. § 873.
- III. **EFFECTIVE DATE.** This Agreement is effective as of the date of the last signature of the Parties.
- IV. **TERM; TERMINATION.** This Agreement shall be for a term of five (5) years starting on the Effective Date ("Initial Term"). This Agreement may be renewed for one (1) additional five (5) year period ("Renewal Term") upon written request from the User Agency to the City not less than sixty (60) days prior to the date of expiration of the Initial Term. The decision to renew shall be in the sole discretion of the City.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party. Within ten (10) days following termination or non-renewal of this Agreement, the User Agency shall return all property belonging to the City unless otherwise agreed in writing by the Parties.

V. USE FEES AND OTHER CHARGES. User acknowledges the City may opt to charge for the use of the PSTF in such amounts as may be established by the City and incorporated into a written fee schedule. The City will provide USER AGENCY with written notice of the fee schedule prior to implementation. In the event User Agency does not agree with the fee schedule, User Agency may terminate this Agreement as provided in Section III. The User Agency agrees to pay for all consumable product replacement, repair and/or replacement of property and loaned equipment at the PSTF that is damaged, destroyed or rendered inoperable, in part or in whole, as a result of the User Agency's use of the PSTF. Use fees and other charges shall be due and payable within thirty (30) days of receipt of the City's written itemized invoice.

VI. EQUIPMENT REQUIREMENTS. Prior to the User Agency's use of the PSTF, the City shall provide User Agency a written list specifying the supplies and equipment necessary for the User Agency to safely and properly use the PSTF. The User Agency shall, at its sole cost, obtain all listed equipment and supplies prior to its use of the PSTF.

VII. SUPERVISION AND CONTROL. The City may assign a monitor to ensure User Agency uses the PSTF appropriately. User Agency shall supply its own instructors and support personnel. The City reserves the right to immediately terminate User Agency's use of the PSTF if, in the City's sole discretion, it is determined that such use has resulted or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.

VIII. RELATIONSHIP OF THE PARTIES. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Each Party is solely liable for any workers' compensation or other benefits received by their respective employees. Each Party is responsible for the supervision and management of its own personnel. The Parties shall not exchange funds or personnel as a provision of this Agreement.

IX. NON-DISCRIMINATION. The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2023-01, amending State Executive Orders 2003-22 and 2009-09, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

X. INDEMNIFICATION

a. **Assumption of Risk; Liability.** User Agency agrees to conduct its activities at the PSTF in a careful and safe manner. User Agency agrees to assume all risk of damage to, loss, or theft of User Agency's property while such property is located or used at the PSTF. User Agency agrees that all persons in attendance at User Agency activities at the PSTF will be Federal employees acting within the course and scope of their employment. User Agency

waives all claims against the City.

User Agency agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent allowed by law, to include the Federal Tort Claims Act, 5 U.S.C §2671, *et seq.* In the event of damage, loss, injury, or death arising from User Agency's use of or activities at the PSTF, the person or entity suffering the loss may submit a claim to User Agency under the Federal Tort Claims Act, and such claim will be processed and paid in accordance with applicable law.

b. Limitation on Negligence of the City; PSTF Accepted "As Is". User Agency acknowledges and agrees the City has given User Agency full prior access to all portions of the PSTF for inspection of the PSTF to determine its suitability for the intended use. The City agrees to provide access for inspection, upon request, to User Agency prior to its scheduled use. User Agency avows that User Agency's personnel who conduct inspections have all the relevant structural, materials, electrical and other expertise necessary to make such a determination, and that any failure of User Agency's said personnel to locate any defect whatsoever that might lead to any of the losses, damage or liability indemnified against in paragraph (a) above, or User Agency's failure to inspect, will constitute negligence on the part of the User Agency and its inspectors, and will not be considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis. User Agency agrees not to conduct any activities on any portion of the PSTF that User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken.

XI. INSURANCE. It is understood by the City that the User Agency, as an agency of the United States, is self-insured and as such does not carry liability insurance. The United States will be liable to the extent provided by the Federal Tort Claims Act, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission User Agency employee acting within the scope of his/her employment while using the PSTF.

XII. WAIVER. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Agreement from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.

XIII. INSTITUTIONAL REVIEW PROCESS. Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and intended uses and activities, including without limitation, special devices used in the training experience. User Agency agrees that the City may request intended activities not be undertaken, in the City's discretion. The City's failure to object to any activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive

charges will be detonated without the prior written consent of the City and that no live firearms will be discharged during any User Agency's use of the PSTF.

XIV. ENVIRONMENTAL REGULATIONS. User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about the PSTF, or transported to or from the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities, without first obtaining the City's written consent, which the City has the sole discretion to grant and to revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User Agency breaches these obligations or if the presence of Hazardous Substances on, in or about the PSTF caused or permitted by User Agency results in contamination of any part of the PSTF, or if contamination by Hazardous Substance otherwise occurs in a manner for which User Agency is legally liable, then User Agency will indemnify and hold harmless the City from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User Agency causes or permits the presence of any Hazardous Substance on, in or about the PSTF and this results in contamination of any part of the PSTF, User Agency will promptly, at its sole cost and expense, take all necessary actions to return the PSTF and any adjacent properties and structures to the condition existing prior to the presence of any Hazardous Substance. User Agency shall first obtain the City's approval for any such remedial action. "Hazardous Waste" or a "Hazardous Substance" as used herein are defined terms pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

XV. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. There are no representations or agreements other than those contained in this Agreement. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

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

XVII. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

XVIII. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Arizona. All judicial proceedings arising from or related to this Agreement shall be instituted and maintained in a court of competent jurisdiction in Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, a Yuma County court lacks jurisdiction). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove

any such action.

XIX. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.

XX. NOTICES. All notices and correspondence between the Parties regarding this Agreement shall be in writing and shall be deemed given if delivered in person, by electronic mail with delivery receipt, or ten (10) days after mailing, by United States registered or certified mail, postage prepaid, and addressed to persons below. In the event the contact information or notice destination of a Party changes, it shall notify the other Party of the new information, in writing, within five (5) business days.

City of Yuma Nathan Dusek Law Enforcement Training Supervisor Yuma Police Department 1500 South 1 st Avenue Yuma, Arizona 85364 (928) 373-4700	Drug Enforcement Administration (DEA) Phoenix Field Division Cheri Oz Special Agent In Charge Drug Enforcement Administration Phoenix Field Division 480-768-7909
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XXI. ASSIGNMENT. This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.

XXII. RELATIONSHIP OF PARTIES. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Each Party is responsible for the supervision and management of its personnel, to include the payment of wages and provision of benefits. The Parties shall not exchange personnel or funds pursuant to this Agreement.

XXIII. EMPLOYMENT ELIGIBILITY. Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.

XXIV. RIGHTS/OBLIGATIONS OF PARTIES ONLY. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

XXV. IMPOSSIBILITY. No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.

XXVI. ATTORNEY'S FEES. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

XXVII. AUTOMATIC INCLUSION. All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.

XXVIII. AUTHORITY OF SIGNATORIES. The persons executing this Agreement on behalf of the Parties represent and guarantee they are authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

City of Yuma

Jay Simonton,
Acting City Administrator

Date: _____

Yuma Police Department

Thomas Garrity
Chief of Police

Date: _____

ATTEST:

Lynda Bushong
City Clerk
Date: _____

In accordance with the requirements of A.R.S. § 11-952, the undersigned attorney acknowledges: (1) he reviewed the above Agreement on behalf of his clients; and, (2) he has determined this Agreement is in proper form and is within the powers and authority granted to his client by the laws of the State of Arizona. Pursuant to A.R.S. § 11-952(E), Counsel for User Agency is not required to approve the form of this Agreement.

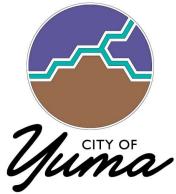
City of Yuma

Richard W. Files, City Attorney
Date: _____

Drug Enforcement Administration

By: Cheri Oz
Special Agent in Charge

Date: 11/24/05



City of Yuma

City Council Report

File #: R2026-007

Agenda Date: 1/21/2026

Agenda #: 2.

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

TITLE:**Preannexation Development Agreement: 2963 W. Columbia Avenue****SUMMARY RECOMMENDATION:**

Authorize a Preannexation Development Agreement for the property located at 2963 W. Columbia Avenue (APN 632-43-098). (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

Chavira Construction, LLC (Owner) owns the parcel located at 2963 W. Columbia Avenue (Property). The Property was recently subject of a lot split under Yuma County's jurisdiction, Chavira Lot Split (LDP25-21) and is presently undeveloped. The Owner would like to construct a single-family residence and connect to City of Yuma services. The Owner has requested a Preannexation Development Agreement to allow for connection to the City of Yuma's water and sewer services.

In accordance with City policy, to receive City of Yuma services, annexation or a preannexation development agreement are required. Since annexation of the Property is not possible at the current time, a Preannexation Development Agreement will be executed, kept on file, and utilized at such time that a larger annexation can be brought forward.

The attached resolution authorizes a Preannexation Development Agreement with Chavira Construction, LLC, for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Not Applicable

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026

RESOLUTION NO. R2026-007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A
PREANNEXATION DEVELOPMENT AGREEMENT WITH CHAVIRA
CONSTRUCTION, LLC FOR ASSESSOR PARCEL NUMBER 632-43-098
LOCATED AT 2963 W. COLUMBIA AVENUE**

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

WHEREAS, the owners of certain real property identified as APN 632-43-098 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

SECTION 1: The Preannexation Development Agreement between Hector and Claudia Alvarez and the City of Yuma, attached as Exhibit A and incorporated as part of this resolution by reference, is approved according to its terms.

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

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A
RESOLUTION NO. R2026-007

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Chavira Construction, LLC (“Owner”), as the owner of the real properties identified as APN 632-48-098, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC. v City of Yuma*, 227 Ariz. 28 (2011).
2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.
3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

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

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

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

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

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

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

6.1 Avigation and Range Disclosure, Easement and Waiver. As a covenant and condition to entering into this Agreement, before conveying or transferring any portion of the Property, Owner agrees to disclose that the subject property is located in the vicinity of Yuma County International Airport and the U.S. Marine Corps Air Station, both of which may result in aircraft overflight, vibrations and related noise as may be inherent in the operation of aircraft now known or used for flying within navigable airspace. This disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be

binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner

for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

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

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

To Owners:
Chavira Construction, LLC
PO Box 5923
Yuma, AZ 85366

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

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

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

11.1 Remedies. If the default is not corrected within the time periods described in Section 11 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Owner or City, or any successor-in-interest or assignee, may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential,

punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained

in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2026.

CITY:
CITY OF YUMA

By _____
John D. Simonton
Acting City Administrator

OWNER:
Chavira Construction, LLC

By _____
Francisco J. Chavira
Member

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by
Francisco J. Chavira.

NOTARY PUBLIC

COMMISSION EXPIRATION:

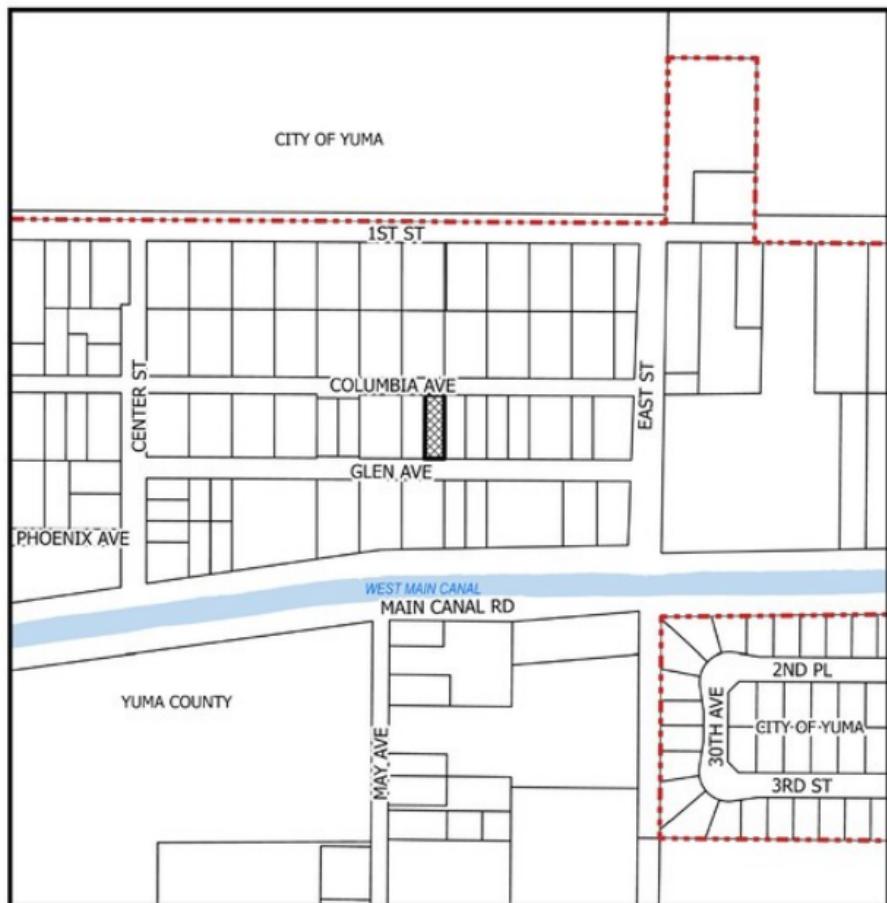
EXHIBIT 1

Legal Description and Depiction of Property for APN 632-48-098

That portion of the Southeast Quarter of Section 33, Township 16 South, Range 22 East of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

New Parcel B, Lot 6, Block 3, per Chivara Lot Split (LDP25-21) according to the plat as recorded in the Yuma County Recorder's Office, Yuma County, Yuma Arizona, in Book 37, Page 72. Fee# 2025-26378, Dated: 10-27-2025.

Containing 7500.00 square feet or 0.17 of an acre more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY
2963 W COLUMBIA AVENUE (APN: 632-43-098)

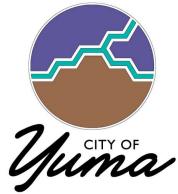


Prepared by: AL
Checked by: EP



Date: 12/23/2025
Revised:

Case #
AGR-44821



City of Yuma

City Council Report

File #: O2026-002

Agenda Date: 1/21/2026

Agenda #: 1.

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

TITLE:

Rezoning of Property: 1980 W. Colorado Street

SUMMARY RECOMMENDATION:

Rezone approximately 2.78 acres located at 1980 W. Colorado Street, Yuma, AZ, from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Approval of this rezone will support residential development in the City that will be responsibly constructed, meeting all codes and requirements. This rezone furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible.

REPORT:

The subject property is located at 1980 W. Colorado Street and is approximately 2.78 acres as shown on the location map attached as Exhibit A to the ordinance. The property is the current site of the Colorado Street Trailer Park and is accessed from Colorado Street. The legal, non-conforming trailer park historically contained a total of 43 manufactured homes and recreational vehicle spaces. As of March 2025, only 4 to 7 units were still in place. In 2025, the property was the subject of a General Plan Amendment that changed the land use designation from Low Density Residential to High Density Residential.

With this request the applicant is seeking to rezone the property from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for residential development. The applicant's conceptual site plan shows 11 two-story fourplexes and 9 single family homes for a total of 53 units, however the applicant may propose additional units as the project moves through the development process. The R-3 District allows for multi-family, two-family, and single-family dwellings, and the property's High Density Residential land use designation allows for a maximum of 83 dwelling units. All new developments will be required to meet City of Yuma development standards. The request to rezone the property from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District conforms with the General Plan.

On December 8, 2025, the Planning and Zoning Commission voted 5-0 to recommend approval of the request to rezone approximately 2.78 acres from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for the property located at 1980 W. Colorado Street, Yuma, AZ, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The Owner/Developer shall provide the expected peak hour trips generated from this facility based on the Trip Generation Manual from the Institute of Traffic Engineers interpreted by an Arizona registered engineer with traffic experience. If the peak hour trips exceed 100 trips per hour, then a full traffic study will be requested.
4. Owner/Developer to install sidewalk per City standard 3-135 along north Colorado St. frontage.
5. Owner/Developer to install handicap sidewalk ramp per City standard 3-145 at the northwest corner of Colorado Street and 19th Avenue.
6. Owner/Developer to install vertical curb and sidewalk along 19th Avenue frontage per City standard 3-060 & 3-135.
7. Owner/Developer to install two streetlights per City standard 7-010 on the west side of 19th Avenue frontage.
8. Owner/Developer shall dedicate to the City of Yuma a corner triangle with 14-foot legs at the Northwest corner of Colardo Street and 19th Avenue.
9. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

EXCERPT FROM PLANNING AND ZONING COMISSION MEETING MINUTES:

Meredith Rojas, Associate Planner summarized the staff report and recommended APPROVAL.

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT'S REPRESENTATIVE

“Dylan Freeman, on behalf of T3AZ LLC, was available for questions.

“Lorraine Arney, Planning and Zoning Commissioner asked why the applicant was not in agreement with Condition # 7 of the Staff Report.

“Freeman stated that he does not believe that the applicant should be required to install the traffic lights, noting that the street is already active and now maintained by the City of Yuma.

“John Mahon, Planning and Zoning Commissioner asked staff whether the requirement outlined in Condition No. 7 was a standard request.

“Andrew McGarvie, Engineering Manager stated that streetlights were requested for safety and to meet City standards, as access will be from the north end of 19th Avenue where none currently exist.

“Mahon then asked how would the applicant pay and install the lights.

“McGarvie replied that the applicant would cover the cost of the streetlights and installation, after which the City would assume ownership effectively bringing the area up to city standards as part of the rezone per in accordance with state law A.R.S 9-243.

PUBLIC COMMENT

None

“**Arney** stated that the condition was a requirement by state law, that’s why it was included in the staff report.

“**Mahon** stated that he thinks the ability to ask for that condition is in accordance to state law.

“**John LeSueur, Assistant City Attorney** stated that when there’s a rezone request state law allows the City to request improvements to the streets. LeSueur went on to say that state law A.R.S 9-243 gives the City the authority to request such action when there is a nexus and the requirement is proportional.

“**Mahon** asked if city standard 7-010 discussed spacing and then asked where the nearest source for the streetlight would be located.

“**McGarvie** replied the source would be from other lights along Colorado Street and the distance between the 2-3 lights along the proposed project would be around 150-200 feet.

“**Mahon** stated that he doesn’t think the cost would be astronomical, but it would be very challenging for the applicant to secure the necessary fees, materials and resources required to install the lights.

“**Tom Cockburn, 1700 S. 1st Avenue Suite # 200, Yuma, AZ**, stated that he understands staff concerns with tenants locating the driveway, and then asked if the required lighting could be moved closer to the driveway on the property to improve safe access for future tenants and to lessen the construction impact that the utility company would have on the adjoining street.

“**McGarvie** stated staffs main concern was to get the right-of-way lit and then stated that the distance of the lights being moved into the driveway would be to far from the sidewalk.

“**Cockburn** then asked if the lighting from the proposed homes on the project would provide enough lighting for the sidewalks.

“**McGarvie** replied no, that type of lighting needs to be provided by streetlights.

“**Cockburn** then asked if staff might approve changing the lighting requirement if the driveway was less than 175 feet from the intersection.

“**McGarvie** stated that the project would require at least two streetlights.

“**Cockburn** stated that he worked with APS in the past and preferred using their lights because of the programs that they provide, but to get this type of approval is very hard to obtain.

“**Mahon** stated any lights installed on private property would need to be shielded to prevent impacting neighboring properties, which address some of staff’s concerns.

“**Cockburn** expressed concern about the shielded lighting stating he also had difficulty getting another project approved for the same reason.

“**McGarvie** stated installing two lights on 19th Avenue would benefit pedestrians and vehicle traffic.

“**Mahon** asked since the city will eventually own the streetlights does the city have a standard where the applicant can buy the light from the city and install it.

“**McGarvie** replied no they would have to buy it privately, but the light would have to meet City standards. McGarvie then stated that the applicant would coordinate with APS on the construction and installation with final approvals done by the City who will then assume ownership.

"Mahon commented that by the applicant's installation of lights, sidewalks and other city required improvements will enhance the overall safety of the area.

Motion by Arney second by Commissioner Ashlie Pendleton, to APPROVE ZONE-44544-2025 as presented.

Motion carried unanimously, (5-0) with one recused and one absent.

Planning and Zoning Staff Report - Attached

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	Click or tap here to enter text.	

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: 12/22/2025
Reviewed by City Attorney: Richard W. Files	Date: 12/18/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY PLANNING DIVISION
CASE TYPE – REZONE
CASE PLANNER: MEREDITH ROJAS**

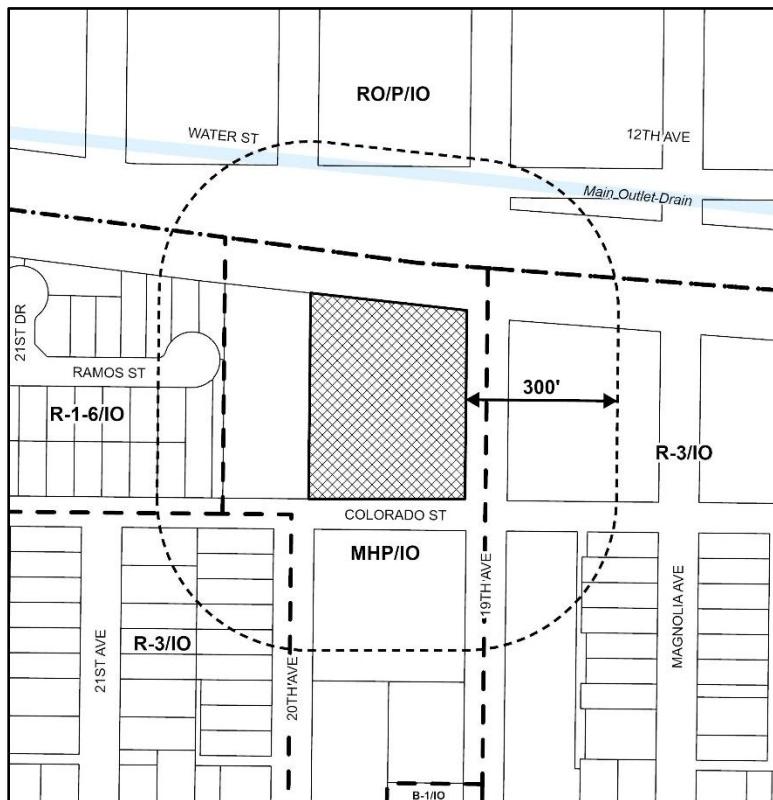
Hearing Date: December 8, 2025

Case Number: ZONE-44544-2025

Project Description/Location: This is a request by Dylan Freeman, on behalf of T3AZ, LLC, to rezone approximately 2.78 acres from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for the property located at 1980 W. Colorado Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Manufactured Housing Park (MHP)	Colorado Street Trailer Park	High Density Residential
North	Recreation and Open Space (RO)	Colorado River Levee Linear Park, West Wetlands Park	Resort/Recreation/ Open Space
South	Manufactured Housing Park (MHP)	Cottonwood Trailer Park	Low Density Residential
East	High Density Residential (R-3)	North End Manufactured Home Park	Low Density Residential
West	Conditional Manufactured Housing Park (MHP)	Vacant	High Density Residential

Location Map



Prior site actions: Incorporation, City Charter, effective January 12, 1915; Rezoning, C-10-63 (Res A to Res C), 1963; Rezoning, Z83-32 (Res C to MH), Ordinance 2179, effective February 18, 1984; Conditional Use Permit, CU84-1 (expansion of RV park), approved January 24, 1984; Conditional Use Permit, CU85-16 (time extension), approved January 28, 1986; Loneram Lot Tie / Lot Split recorded June 12, 2025 (Fee # 2025-14531); General Plan Amendment, GP-44063-2025 (LDR to HDR), Resolution R2025-084, effective October 4, 2025

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** rezone ZONE-44544-2025 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval: By approving the rezone, the Planning and Zoning Commission is recommending approval to City Council for the request to rezone approximately 2.78 acres from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for the property located at 1980 W. Colorado Street, Yuma, AZ, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The subject property is located at 1980 W. Colorado Street and is approximately 2.78 acres. The property is the current site of the Colorado Street Trailer Park and is accessed from Colorado Street. In 2025, the property was the subject of a General Plan Amendment that changed the land use designation from Low Density Residential to High Density Residential.

With this request the applicant is seeking to rezone the property from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for residential development. The applicant's conceptual site plan shows 11 two-story fourplexes and 9 single family homes for a total of 53 units, however the applicant may propose additional units as they move through the development process. The R-3 District allows for multi-family, two-family, and single-family dwellings, and the property's High Density Residential land use designation allows for a maximum of 83 dwelling units. All new development will be required to meet City of Yuma development standards.

The request to rezone the property from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District conforms with the General Plan.

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

Land Use Element:								
Land Use Designation:		High Density Residential						
Issues:		None						
Historic District:	Brinley Avenue		Century Heights		Main Street		None	X
Historic Buildings on Site:	Yes		No	X				

2. Are there any dedications or property easements identified by the Transportation Element?

Yes.

FACILITY PLANS

Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Colorado Street – Local	29 FT HW	30 FT HW				
19 th Avenue – Local	29 FT HW	40 FT HW				
Bicycle Facilities Master Plan	Colorado River Levee – Existing bike path; 1 st St – Proposed bike lane					
YCAT Transit System	3 rd Street at 20 th Avenue – Green Route 4/4A					
Issues:	None					

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

Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan					
Neighborhood Park:	Existing: Kiwanis Park			Future: Kiwanis Park	
Community Park:	Existing: Joe Henry Park Complex			Future: Joe Henry Park Complex	
Linear Park:	Existing: Colorado River Levee Linear Park			Future: Colorado River Levee Linear Park	
Issues:	None				

Housing Element:

Special Need Household:	N/A				
Issues:	None				

Redevelopment Element:

Planned Redevelopment Area:	West Riverfront Study Area				
Adopted Redevelopment Plan:	North End: Carver Park: None: X				
Conforms:	Yes No N/A				

Conservation, Energy & Environmental Element:

Impact on Air or Water Resources	Yes		No	X	
Renewable Energy Source	Yes		No	X	
Issues:	None				

Public Services Element:

Population Impacts Population projection per 2023 5-year American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person	Dwellings & Type <i>Multi-Family</i>		Projected Population		Police Impact	Water Consumption		Wastewater Generation
	Maximum	Per Unit			Officers	GPD	AF	GPD
	83	1.8	149	0.28	30,926	34.6	10,458	
	Minimum							
	36	1.8	65	0.12	13,414	15.0	4,536	
Fire Facilities Plan:	Existing: Fire Station No. 1				Future: Fire Station No. 1			
Water Facility Plan:	Source:	City	X	Private	Connection	6" PVC line on Colorado Street		
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: 8" PVC line Colorado St. and 12" VCP line 19 th Ave.		
Issues:	Water main extension may be needed on 19 th Avenue.							

Safety Element:

Flood Plain Designation:	X – Protected by levee	Liquefaction Hazard Area:	Yes	X	No	
Issues:	None					

Growth Area Element:

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

4. Does the proposed rezoning conform to the adopted facilities plan?

Yes.

5. Does the proposed rezoning conform to Council's prior approval of rezonings, development agreements or subdivisions for this site?

Yes. A General Plan Amendment that changed the land use designation from Low Density Residential to High Density Residential went into effect on October 4, 2025.

Public Comments Received: None Received

External Agency Comments: None Received

Neighborhood Meeting Comments: Attachment D

Proposed conditions delivered to applicant on: 10/23/25

Final staff report delivered to applicant on: 11/13/25

Applicant agreed with all of the conditions of approval on:
 Applicant did not agree with the following conditions of approval: Condition 7.
 Planner emailed applicant conditions and is awaiting response.

Attachments

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

Prepared By: *Meredith Rojas* **Date:** 10/30/25

Meredith Rojas
Associate Planner
(928) 373-5000 x3047
Meredith.Rojas@YumaAZ.gov

Reviewed By: *Jennifer L. Albers* **Date:** 10/30/25

Jennifer L. Albers
Assistant Director of Planning

Approved By: *Alyssa Linville* **Date:** 11/13/25

Alyssa Linville
Director, Planning and Neighborhood Services

ATTACHMENT A
CONDITIONS OF APPROVAL

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

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

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

Department of Engineering, Andrew McGarvie, Engineering Manager, (928) 373-5000 x 3044

3. The Owner/Developer shall provide the expected peak hour trips generated from this facility based on the Trip Generation Manual from the Institute of Traffic Engineers interpreted by an Arizona registered engineer with traffic experience. If the peak hour trips exceed 100 trips per hour, then a full traffic study will be requested.
4. Owner/Developer to install sidewalk per City standard 3-135 along north Colorado St. frontage.
5. Owner/Developer to install handicap sidewalk ramp per city standard 3-145 at the northwest corner of Colorado Street and 19th Avenue.
6. Owner/Developer to install vertical curb and sidewalk along 19th Avenue frontage per city standard 3-060 & 3-135.
7. Owner/Developer to install two streetlights per city standard 7-010 on the west side of 19th Avenue frontage.
8. Owner/Developer shall dedicate to the City of Yuma a corner triangle with 14-foot legs at the Northwest corner of Colardo Street and 19th Avenue.

Community Planning, Meredith Rojas, Associate Planner, (928) 373-5000 x 3047

9. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

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

ATTACHMENT B

CONCEPTUAL SITE PLAN



ZONE-44544-2025
December 8, 2025
Page 6 of 11

ATTACHMENT C
AGENCY NOTIFICATIONS

- **Legal Ad Published:** The Sun 10/31/25
- **300' Vicinity Mailing:** 10/13/25
- **34 Commenting/Reviewing Agencies noticed:** 10/09/25
- **Site Posted on:** 10/16/25
- **Neighborhood Meeting:** 10/22/25
- **Hearing Date:** 12/08/25
- **Comments due:** 10/20/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	YES	10/10/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	10/10/25	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Charter Cable	NR				
Southwest Gas	NR				
CenturyLink Communications	NR				
Quechan Tribe	NR				
Bureau of Reclamation (USBR)	NR				
Bureau Land Management (BLM)	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Yuma Mesa Irrigation (YMIDD)	NR				
Unit B Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
Yuma Proving Ground	NR				
El Paso Natural Gas Co.	NR				
Western Area Power (WAPA)	YES	10/14/25	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	10/13/25	X		
Building Safety	NR				
City Engineer	YES	10/15/25		X	
Traffic Engineer	NR				
MCAS / C P & L Office	YES	10/15/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT D
NEIGHBORHOOD MEETING COMMENTS

Date Held: 10/22/25

Location: On Site

Attendees: Staff: Meredith Rojas; Applicant: Dylan Freeman

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

- No neighbors in attendance. No comments or questions.

ATTACHMENT E
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code
ADAIR LAINE W & RENA F	2030 W RAMOS ST	YUMA, AZ 85364
ALVARADO FAMILY TRUST 2-4-2021	8606 MENKAR RD	SAN DIEGO, CA 92126
CASTANEDA JUAN	179 N 21ST AVE SP C	YUMA, AZ 85364
DE LA HOYA MARIO & RAMONA	196 N 20TH AVE	YUMA, AZ 85364
ESCALERA ANDRES R & JUANA AYALA	2054 W COLORADO ST	YUMA, AZ 85364
FCR PROPERTIES LLC	1996 W 13TH LN	YUMA, AZ 85364
GHT INVESTMENT LLC	8697-C LA MESA BLVD PMB 108	LA MESA, CA 91942
LONERAM LLC	PO BOX 1985	YUMA, AZ 85366
LONERAM LLC	5840 E 27TH PLACE	YUMA, AZ 85365
LUNA JOSE E & CRISTINA JT	180 N 20TH AVE	YUMA, AZ 85364
MCGHEE FILOMENA	162 N MAGNOLIA AVE	YUMA, AZ 85364
MORALES OLIVIA ELIZARRARAZ	6834 HOLLENBECK ST	HUNTINGTON PARK, CA 90255
NAVARRO BROTHERS TRUST 11-8-2024	11643 E 34TH ST	YUMA, AZ 85367
PACHECO RUBEN B & MARIA M URIAS JT	170 N 20TH AVE	YUMA, AZ 85364
PITCAIRN ALAN TRUST 5-16-1990	5744 LA JOLLA CORONA DR	LA JOLLA, CA 92037
RAMOS JEWLIAN	2053 W RAMOS ST	YUMA, AZ 85364
RAMOS MARTIN JACOB & MARILYN	2074 W RAMOS ST	YUMA, AZ 85364
SACO & SADIK PROPERTIES LLC	2301 S 4TH AVE	YUMA, AZ 85364
SANDOVAL MIREYA	160 N MAGNOLIA AVE	YUMA, AZ 85364
USA	7341 E 30TH ST STE A	YUMA, AZ 85365
VEL PROPERTIES LLC	PO BOX 387	YUMA, AZ 85366
WILLBOYD INC AZ CORP	1850 W 1ST ST SP 1-A	YUMA, AZ 85364
YUMA CITY OF	ONE CITY PLAZA	YUMA, AZ 85364

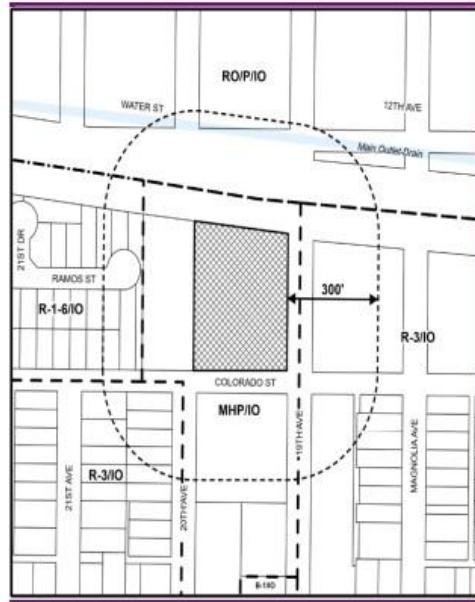
**ATTACHMENT F
NEIGHBOR MAILING**

This is a request by Dylan Freeman, on behalf of T3AZ, LLC, to rezone approximately 2.78 acres from the Manufactured Housing Park (MHP) District to the High Density Residential (R-3) District for the property located at 1980 W. Colorado Street, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-44544-2025**

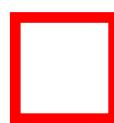
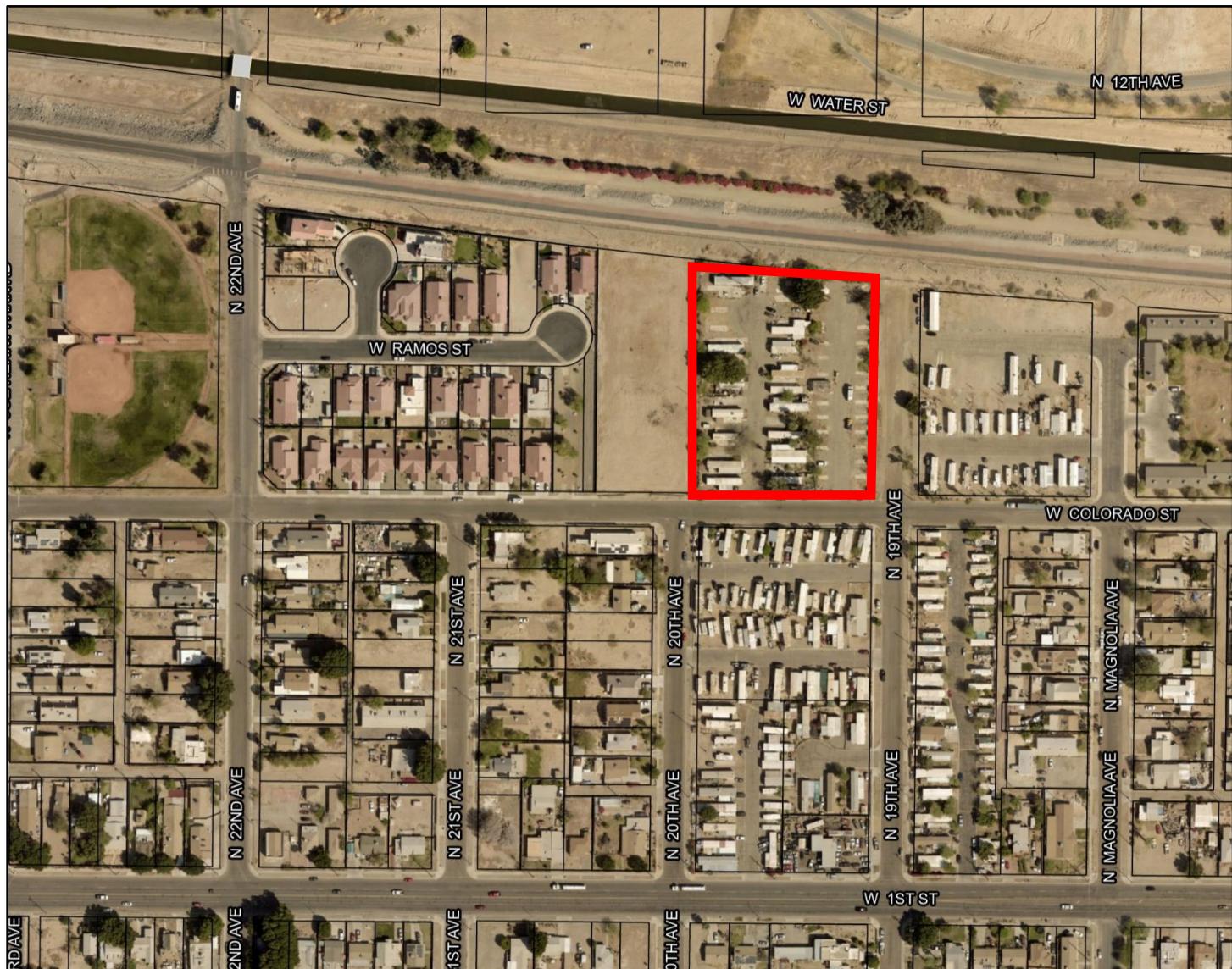
NEIGHBORHOOD MEETING
10/22/2025 @ 5:30pm
On-site

PUBLIC HEARING
11/24/2025 @ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 1980 W. Colorado Street Yuma, AZ, you are invited to attend these public meetings to voice your comments. If you have questions or wish to submit written comments, please contact Meredith Rojas by phone at (928) 373-5000 ext. 3047 or by email at Meredith.Rojas@YumaAz.gov. All written comments must be submitted by 12:00 pm (**the day of the hearing**) to be included in the public record for consideration during the hearing.

ATTACHMENT G
AERIAL PHOTO



Subject Property

ORDINANCE NO. O2026-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE MANUFACTURED HOUSING PARK (MHP) DISTRICT TO THE HIGH DENSITY RESIDENTIAL (R-3) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on December 8, 2025 in Zoning Case No: ZONE-44544-2025 in the manner prescribed by law for the purpose of rezoning a parcel of real property hereafter described to the High Density Residential (R-3) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance, and manner provided by law, including publication of notice of the hearing in the Yuma Sun on October 31, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-44544-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: The following described real property, depicted in Exhibit A, attached:

A portion of the Northwest quarter of the northwest quarter (NW^{1/4}NW^{1/4}) of Section 34, Township 16 South, Range 22 East of the San Berardino Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Parcel 2 of the LONERAM Lot Split / Lot Tie, dated 6/12/2025, FEE # 2025-14531, Recorded in Book 37 of Plats, Page 23, Yuma County Records.

Containing 2.78 Acres, more or less.

shall be placed in the High Density Residential (R-3) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the High Density Residential (R-3) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the High Density Residential (R-3) District.

SECTION 2: The following conditions must be met and/or completed in order for the zoning amendment to be final:

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

3. The Owner/Developer shall provide the expected peak hour trips generated from this facility based on the Trip Generation Manual from the Institute of Traffic Engineers interpreted by an Arizona registered engineer with traffic experience. If the peak hour trips exceed 100 trips per hour, then a full traffic study will be requested.
4. Owner/Developer to install sidewalk per City standard 3-135 along north Colorado St. frontage.
5. Owner/Developer to install handicap sidewalk ramp per City standard 3-145 at the northwest corner of Colorado Street and 19th Avenue.
6. Owner/Developer to install vertical curb and sidewalk along 19th Avenue frontage per City standard 3-060 & 3-135.
7. Owner/Developer to install two streetlights per city standard 7-010 on the west side of 19th Avenue frontage.
8. Owner/Developer shall dedicate to the City of Yuma a corner triangle with 14-foot legs at the Northwest corner of Colardo Street and 19th Avenue.

SECTION 3: Each of the conditions listed above shall be completed within two (2) years of the effective date of this rezoning ordinance or prior to the issuance of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe, then the rezone shall be subject to A.R.S. § 9-462.01.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

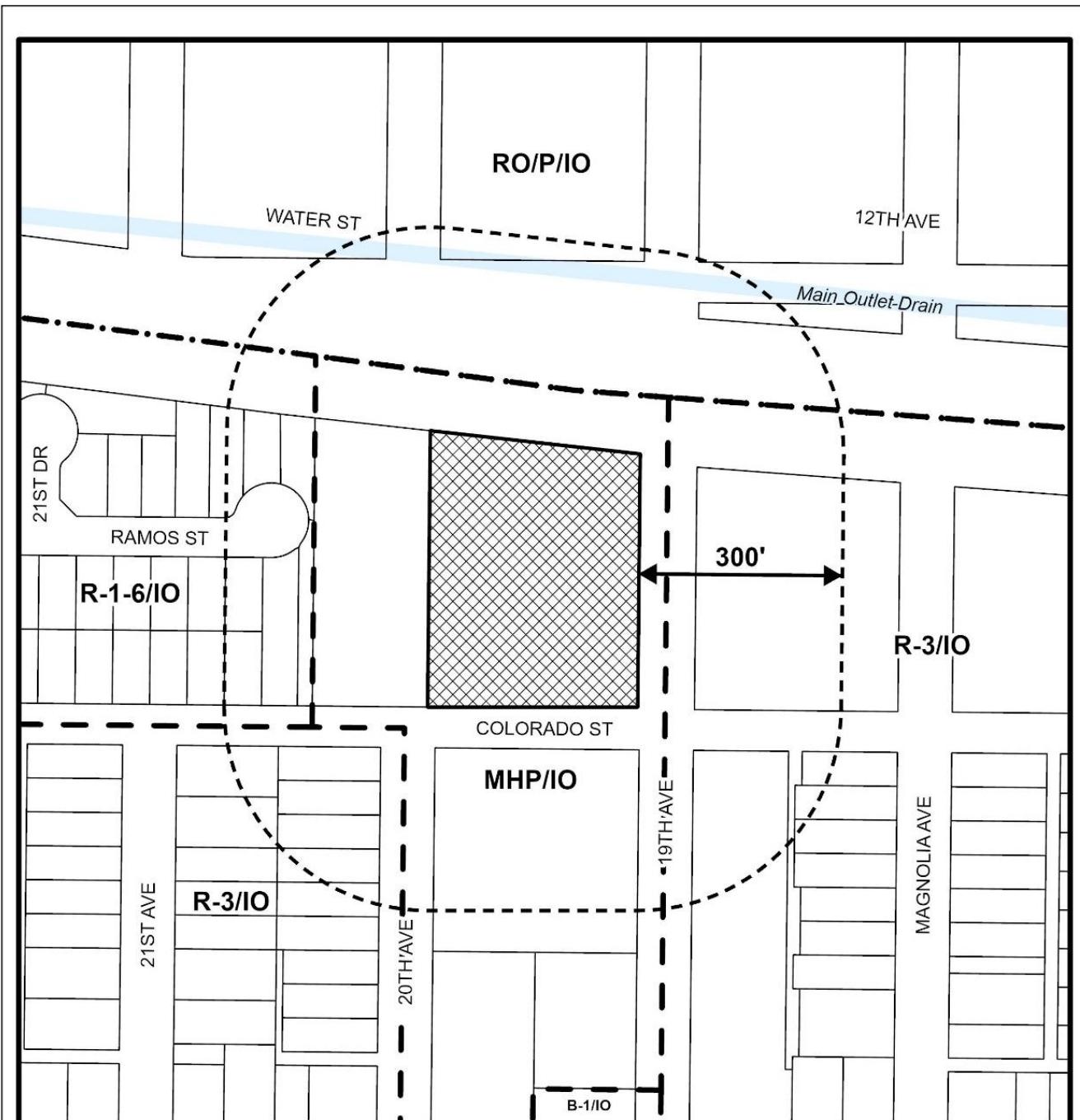
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



N

Prepared by: DG

Checked by: MB

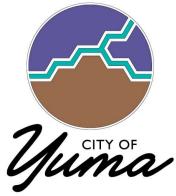


Date: 9/25/2025

Revised:

Revised:

Case #:
ZONE-44544-2025



City of Yuma

City Council Report

File #: O2026-004

Agenda Date: 1/21/2026

Agenda #: 1.

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

TITLE:**Vacation and Authorization to Sell Surplus Property: Livingston Ranch Phase I****SUMMARY RECOMMENDATION:**

Vacate 1,457 feet of 30-foot right-of-way north of Livingston Ranch Phase I and authorize the City of Yuma to sell the surplus property to adjacent landowners in Livingston Ranch. (Community Development) (Alyssa Linville)

STRATEGIC OUTCOME:

This request supports the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible, by ensuring City-owned land is used in a practical and beneficial way. Abandoning unused right-of-way allows the land to be incorporated into neighboring properties, returning it to productive use and the tax base. This approach reflects the City's commitment to efficient land management, responsible use of public resources, and thoughtful decision-making that benefits the community as a whole.

REPORT:

The City of Yuma ("City") owns approximately 43,710 square feet of right-of-way (1,457 feet by 30 feet) north of Livingston Ranch Phase I and south of Central Canal in Yuma, Arizona (the "ROW") that the City does not plan to pave or otherwise develop as shown on the attached location map. The ROW is adjacent to nineteen residential properties located between 3620 West and 3958 West on 36th Street in Livingston Ranch. Since the City has no plans to improve or use the ROW, most of the adjacent nineteen homeowners have asked the City to vacate the ROW, pursuant to A.R.S. § 28-7205, so the homeowners can expand their backyards and place the land into beneficial use.

A.R.S. § 28-7205 allows the City to vacate right-of-way to adjacent landowners (here, the nineteen homeowners), but A.R.S. § 28-7208 requires adjacent landowners to pay the City "an amount deemed by the governing body to be commensurate with the value of the abandoned roadway." A.R.S. § 28-7215(B) further provides: "If a governing body determines that a public roadway has no public use or no market value, the governing body may vacate the public roadway without compensation . . . if the person taking the public roadway agrees to assume the costs of maintaining the public roadway and the liability for the public roadway."

City staff recommends City Council vacate the ROW with a finding that it has no public use. Next, City staff recommends City Council authorizes the City to sell the nineteen separate segments of the ROW property to the nineteen adjacent homeowners, contingent upon each homeowner accepting the cost and liability for the applicable ROW segment and reimbursing the City, on a proportionate basis, for the following costs incurred

by the City:

- \$9,000 -- to clean up the ROW and remove cement remnants of an old irrigation ditch;
- \$20,000 - for legal surveys to obtain legal descriptions of the ROW and all the nineteen ROW segments;
- \$20,000 - to complete a lot tie for each ROW segment and the adjacent homeowner's parcel;
- \$128,924 - estimated cost to construct a uniform 6" concrete block subdivision wall along the north and west side boundaries of the ROW.
- Total: \$177,924

The total cost (\$177,924) divided by the ROW length (1,457 feet) equals \$122.12 per linear foot. The amount homeowners will reimburse the City depends on the width of their backyards (i.e., the length of the ROW segments they receive from the City). For example, if the ROW segment received is 100 feet, the homeowner will pay the City \$12,212, or \$4.07 per square foot. If the ROW segment received is 50 feet, the homeowner will pay the City \$6,106, or \$4.07 per square foot for the ROW segment.

Title to each ROW segment will not transfer to the applicable homeowner until payment from the homeowner is received in full by the City. Additionally, upon receiving ownership, the homeowner must allow the City to complete the lot-tie within ninety days or the ROW segment reverts back to the City. Each homeowner will be responsible for demolition costs associated with removing the existing backyard subdivision wall and for extending backyard sidewalls to the new subdivision wall. The homeowners also agree to maintain, repaint, and repair as needed, the new subdivision wall into the future.

The City has collected fourteen signed purchase and sale agreements from the nineteen property owners agreeing to these conditions. The ROW segment associated with the five remaining properties will remain City property until the applicable homeowners agree to reimburse the City's costs as described above.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

Vacating the ROW and approving the sale of surplus property will benefit the homeowners in Livingston Ranch Phase I and be revenue neutral to the City.

ADDITIONAL INFORMATION:

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

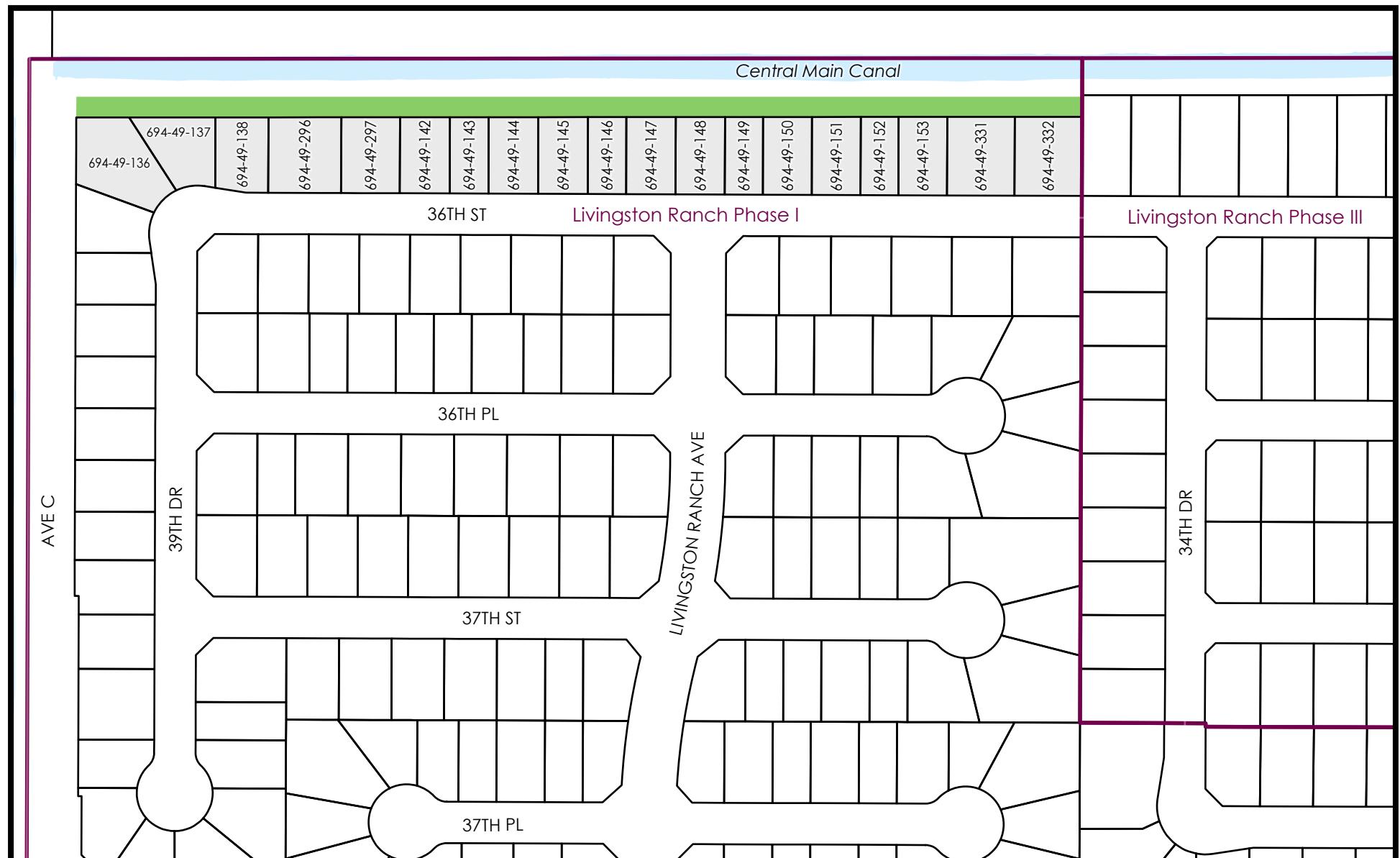
NONE

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

ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

Acting City Administrator: John D. Simonton	Date: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026

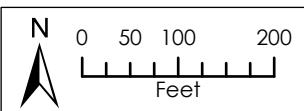


Livingston Ranch Phase I Proposed ROW Acquisition

Subject Properties

Proposed ROW Aquisition

Subdivision Boundary



Prepared by: DG

Checked by: AL

Department of
Community Development GIS

Date: 1/8/2026

Revised:



ORDINANCE NO. O2026-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, VACATING RIGHT-OF-WAY AND APPROVING THE SALE OF RIGHT-OF-WAY TO NINETEEN ADJACENT LANDOWNERS IN LIVINGSTON RANCH PHASE I

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

WHEREAS, the City owns approximately 43,710 square feet of right-of-way (1,457 feet by 30 feet) north of Livingston Ranch Phase I and south of Central Canal in Yuma, Arizona (“ROW Property”), which is legally described in Exhibit “A” attached; and,

WHEREAS, Arizona Revised Statutes (A.R.S.) §§ 28-7205(2) and 28-7208 authorize the City to vacate portions of right-of-way to the “owners of the land abutting the vacated portion” upon payment to the City of consideration commensurate with the value of the right-of-way; and,

WHEREAS, the City Engineer believes the City has excess right-of-way and supports vacating and selling segments of the ROW Property to the nineteen owners of residential property in Livingston Ranch Phase I whose property abuts the ROW Property; and,

WHEREAS, the ROW Property contains remnants of an abandoned concrete irrigation ditch that needs removal before the ROW segments are sold to the abutting landowners; and,

WHEREAS, a legal description of the ROW Property and each ROW segment must be created by a registered engineer before each ROW segment is sold; and,

WHEREAS, City will construct a uniform subdivision wall along the northern and western boundary of the ROW Property before selling the ROW segments; and,

WHEREAS, after the City sells each ROW segment, the buyer/abutting landowner must complete a lot-tie to tie the ROW segment to the buyer’s existing residential property; and,

WHEREAS, each buyer will bear the cost of (1) demolition of the existing backyard subdivision wall on the buyer’s property and (2) extending the sidewalls in the buyer’s backyard to connect to the new subdivision wall constructed by the City; and,

WHEREAS, on file with the City Clerk are fourteen purchase and sale agreements signed by the property owners of the following addresses on 36th Street in Livingston Ranch Phase I: 3620, 3648, 3662, 3676, 3732, 3760, 3788, 3836, 3850, 3878, 3916, 3930, 3944, and 3958; and,

WHEREAS, the fourteen agreements each call for the property owner to reimburse, on a proportionate basis, the City for its costs of cleaning up the ROW Property, creating legal descriptions of the ROW Property and ROW segments, constructing a new subdivision wall, and completing a lot-tie (“City Costs”).

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

SECTION 1: The City Council finds that vacating the ROW Property is in the public interest of the City and would be of public benefit.

SECTION 2: The City Council authorizes the sale of ROW Property to property owners of land abutting the ROW Property upon reimbursing, on a proportionate basis, City Costs.

SECTION 3: The fourteen purchase and sale agreements on file with the City Clerk are approved and the City Administrator is authorized and directed to execute each agreement on behalf of the City.

SECTION 4: The City Administrator is authorized to execute additional purchase and sale agreements for segments of the ROW Property that are substantially similar to the fourteen purchase and sale agreements approved by this ordinance.

Adopted this ____ day of _____ 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

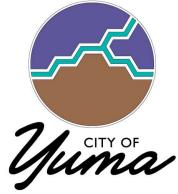
Richard W. Files
City Attorney

Applicable exhibits on file at the Office of the City Clerk, One City Plaza, Yuma, AZ.

Exhibit A
Legal Description of the ROW Property

The South 30.00 feet of the North 85.00 of the East 1457.00 feet of the West 1525.00 feet of the Southwest quarter of Section 7, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.





City of Yuma

City Council Report

File #: MC 2026-018

Agenda Date: 1/21/2026

Agenda #: 1.

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

TITLE:

Variance Appeal: VAR-44509-2025 - 1220 S. 8th Avenue

SUMMARY RECOMMENDATION:

The City Council will hear and decide this variance appeal in a quasi-judicial capacity as a statutory board of adjustment pursuant to Arizona Revised Statutes (A.R.S.) Section 9-462.06 and Yuma City Code (Y.C.C.) §154-02.02. (Community Development/ Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

NOT APPLICABLE

REPORT:

This appeal concerns the denial of a variance application sought by the property owners and Appellants, Raul and Esmeralda Estrada. The variance was heard on October 23, 2025, before Hearing Officer Raymond Urias, who found that the request for a variance did not meet three of the four criteria necessary to grant a variance. The four criteria are found in Y.C.C. § 154-03.04(D) and A.R.S. § 9-462.06.

BACKGROUND

Appellants Raul and Esmeralda Estrada sought the Hearing Officer's approval of VAR-44509-2025 to increase the allowable accessory structure height from 11 feet 3 inches to 16 feet 6 inches for the construction of a new detached garage/workshop. The Department of Community Development staff report for Appellants' requested variance is attached to this City Council Report (Council Report) and recommends denial.

Section 154-02.02 of the Yuma City Code establishes the Hearing Officer variance procedure. Consistent with A.R.S. § 9-462.06, in order to approve an application for a variance, Y.C.C. § 154-03.04(D) requires a finding that the application satisfies all four of the criteria for the approval of a variance. Specifically, Y.C.C. § 154-03.04(D)(1) states that the Hearing Officer:

... shall grant a variance(s) only when findings of fact are made that all of the following conditions exist:

- (a) There is a special circumstance(s) or condition(s) that applies to the property, building, or use referred to in the application, that does not apply to most other properties in the district.
- (b) The special circumstance was not created or caused by the property owner or applicant.

(c) The granting of the variance is necessary for the preservation of substantial property rights enjoyed by other property owners in the vicinity, under identical zoning designations.

(d) The granting of the variance will not be materially detrimental to any person residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public health, safety, and general welfare.

As set forth in the cited Yuma City Code, each of the four (4) criteria required for the approval of a variance application must be answered in the affirmative. The inability to answer any one of the four (4) criteria in the affirmative, as a matter of law, must result in the denial of the variance application.

PROCEDURE

The public hearing on Appellants' variance application was heard by Hearing Officer Raymond Urias. After taking testimony on Appellants' variance application, Hearing Officer Urias denied the Applicants' request to increase the allowable accessory structure height from 11 feet 3 inches to 16 feet 6 inches for the construction of a new detached garage/workshop because the variance application failed to meet three (3) of the four (4) criteria as required by Y.C.C. § 154-03.04(D). The minutes from the October 23, 2025 Hearing Officer Meeting are attached to this Council Report.

After the variance hearing, City staff notified Appellant of the right to appeal the decision and Appellant timely filed the appeal. The October 23, 2025, notice from the City and the November 10, 2025, response Notification of Appeal filed by Bob Wiles, agent for Appellants, are attached to this council report.

On November 17, 2025, City Staff sent Appellants Raul and Esmeralda Estrada, and Bob Wiles, Agent for Appellants, the appeal date of January 21, 2026 as well as deadlines for submission of any additional material by either the Appellee Department of Community Development or by Appellants Raul and Esmeralda Estrada. Appellants' deadline to submit any additional information was December 8, 2025. As the Appellee, Department of Community Development's deadline to submit any additional material was December 18, 2025. The November 17, 2025 schedule is attached to this report.

As of the date of this Council Report, Appellants Estrada opted not to submit any additional material before the Appellants' deadline and no attorney has entered an appearance on behalf of the Appellant. The Department of Community Development, as the Appellee, has been advised by an Assistant City Attorney but the City Attorney was screened from those conversations. Accordingly, the City Attorney will represent City Council in a quasi-judicial manner for the appeal hearing and decision of this matter.

On December 18, 2025, Principal Planner, Amelia Domby, submitted a timely brief in support of the Hearing Officer's decision. The Department of Community Development's brief is attached to this City Council Report. Principal Planner Domby will present City staff's position during the hearing.

STANDARD OF REVIEW

City Council will hear this appeal as a statutory board of adjustment which decides appeals from Hearing Officer decisions concerning zoning ordinance variances under the four described criteria and determines whether "special circumstances" exist to relieve an owner of property from strict application of zoning laws. A.R.S. § 9-462.06(G)(2).

The quasi-judicial body hears the appeal *de novo* (meaning, with brand new eyes), but the authority to modify zoning decisions under a variance is limited to making findings that all four criteria are met (in which case the City Council could choose to grant the variance) or any one of the four criteria are not met (in which case the City Council would have to deny the variance). *Pawn 1st, LLC v. City of Phoenix*, 242 Ariz. 547, 551 ¶ 11 (Arizona Supreme Court, 2017).

Appellants Raul and Esmeralda Estrada have the burden of persuasion to show that the application for a

variance should have been granted by the hearing officer. A variance is only authorized when there is a finding that the applicant affirmatively establishes and satisfies all four (4) criteria in the Yuma City Code and Arizona Revised Statutes. *Pawn 1st, LLC v. City of Phoenix*, 242 Ariz. 547, 552 ¶ 12 (Arizona Supreme Court, 2017). A quasi-judicial body granting a variance without affirmatively finding that all four (4) Y.C.C. criteria are established is outside of the statutory powers and the finding is invalid as a matter of law. *Arkules v. Bd. of Adjustment of Paradise Valley*, 151 Ariz. 438, 440 (Arizona Court of Appeals, 1986).

The following documents are attached and submitted for City Council's review:

Hearing Officer Staff Report - Attached

Hearing Officer Minutes - Attached

October 23, 2025 Notice of Right to Appeal - Attached

November 10, 2025 Appellants' Notice of Appeal - Attached

November 17, 2025 Appeal Schedule - Attached

Appellee Department of Community Development's brief in support of the Hearing Officer's decision dated December 18, 2025 - Attached

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 0.00	Click or tap here to enter funding - 11pt Arial	

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: 1/12/2026
Reviewed by City Attorney: Richard W. Files	Date: 1/12/2026



**STAFF REPORT TO THE HEARING OFFICER
DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY PLANNING DIVISION
CASE TYPE – VARIANCE
Case Planner: Zenia Fiveash**

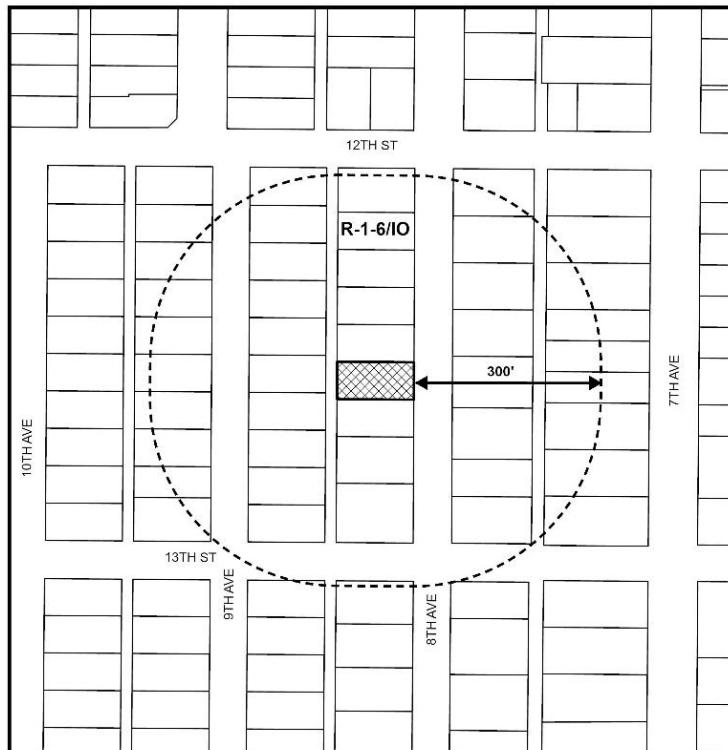
Hearing Date: OCTOBER 23, 2025

Case Number: VAR-44509-2025

Project Description/Location: This is a request by Whitey Wiles Construction on behalf of Raul & Esmeralda Estrada for a variance to increase accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches to allow the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue, Yuma, AZ

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Low Density Residential/ Infill Overlay(R-1-6/IO)	Single Family Residence	Low Density Residential
North	Low Density Residential/ Infill Overlay(R-1-6/IO)	Single Family Residence	Low Density Residential
South	Low Density Residential/ Infill Overlay(R-1-6/IO)	Single Family Residence	Low Density Residential
East	Low Density Residential/ Infill Overlay(R-1-6/IO)	Single Family Residence	Low Density Residential
West	Low Density Residential/ Infill Overlay(R-1-6/IO)	Single Family Residence	Low Density Residential

Location Map:



Prior site actions: Annexation: Ordinance 592, (August 22, 1953); Subdivision: White's Addition Subdivision (August 22, 1905); Pre-development meeting: PDM-44327 (July 10, 2025)

Staff recommendation:

Staff recommend **DENIAL** of the request to increase accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches to allow the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District. Although Staff is not recommending approval of the request, if a variance is granted Staff recommends that the variance be conditioned to include those conditions listed in Attachment A.

Have there been any other variance requests of a similar nature in the vicinity and zoning district? (If "YES", attach vicinity map showing locations of those variances)			Yes
Case #	Nature of Variance Requested	Staff Recommendation	ZBA/Hearing Officer Action
VAR-41741-2025	Increase Height & Reduce side yard setback for ADU	Denial	Approved
VAR-31753-2020	Reduce front yard setback	Approval	Approved

Staff Analysis:

The subject property, located at 1220 S. 8th Avenue, is within the White's Addition Subdivision and is zoned Low Density Residential/Infill Overlay (R-1-6/IO) District. The setbacks for Low Density Residential/Infill Overlay (R-1-6/IO) District are as follows: the front yard setback is 20 feet, the side yard setback is 5 feet, and the rear yard setback is 10 feet. In addition, the Low Density Residential/Infill Overlay (R-1-6/IO) District allows accessory structures, which are subject to the development standards outlined in section § 154-15.15 of the zoning code.

The property is approximately 7,123 square feet in size and has an existing 1,775 square foot single-family residence, garage and porch. The existing residence on the property is 11 feet 3 inches tall.

The applicant is requesting a variance to increase the allowable accessory structure height. The applicant is proposing a new 16 foot 6 inch tall 870-square-foot garage/workshop in the rear of the property, which will exceed the height of the primary residence by 4 feet 3 inches. The neighborhood is a mix of single-story, low pitch and flat roof line homes, typical for a midcentury modern style built around 1955.

After analyzing the subject property, it has been determined that a special circumstance does not apply to the property that does not apply to most other properties within the district and surrounding residential development in regard to allowable accessory structures, size, layout, or shape of the property. The maximum allowable building height for accessory structures on this property is the height of the principal building. In addition, accessory structures are required to be designed with a logical hierarchy of masses regarding height, size, and volume; and use construction materials and colors that are contextually appropriate and compatible with the principal building and surrounding neighborhood. The new 16 foot 6 inch tall accessory structure would not be in character with the existing residential structure on the property.

1. Does the proposed variance meet the criteria of §154-03.04(D)(1) of the Yuma City Code?

A) *“There is a special circumstance(s) or condition(s) that applies to the property, building, or use referred to in the application, that does not apply to most other properties in the district.”*

Is this statement correct for this application?

Yes No

Applicant Response: *“There are not special circumstances that apply to the property, but the building's eave height is the concern for the use of the building for the property owner, which could apply to other properties in the district”.*

Staff Analysis: There is no special circumstance or condition that applies to the property that does not apply to most other properties in this district. After researching the property, staff was unable to identify a special circumstance that relates to the size, shape or layout of the property which satisfies the need to recommend approval for this variance request. The maximum allowable building height for accessory structures on this property is the height of the principal building. In addition, accessory structures are required to be designed with a logical hierarchy of masses regarding height, size, and volume; and use construction materials and colors that are contextually appropriate and compatible with the principal building and surrounding neighborhood. The new 16 foot 6 inch tall accessory structure would not be in character with the existing residential structure on the property and does not meet the accessory structures development standards for this zoning district.

B) *“The special circumstance was not created or caused by the property owner or applicant.”*

Is this statement correct for this application?

Yes No

Applicant Response: *“The circumstances describe above is not and was not created by the owner or applicant”.*

Staff Analysis: As indicated in the staff analysis and by the applicant, there is no special circumstance that relates to this property, building, or use that does not apply to most other properties in the district. This is a new 16 foot 6 inch tall garage/workshop proposed by the property owner. The property owner has an alternative solution in the form of making the garage/workshop the same height as the home at 11 feet 3 inches.

The placement of the proposed accessory structure is behind the existing garage along the southern boundary of the property. The garage is lower in height than the peak of the primary building at 11 feet 3 inches, which will make the proposed accessory structure seem much taller than the primary building height and make it the primary focus of the property, not an accessory structure.

C) *“The granting of the variance is necessary for the preservation of substantial property rights enjoyed by other property owners in the vicinity, under identical zoning designations.”*

Is this statement correct for this application?

Yes

No

Applicant Response: *"The granting of this variance will not affect the property rights enjoyed by other property owners in the vicinity and should not affect property values to the surrounding property owners. List of properties that have high structures in this general area:*

1213 S. 8th Avenue
1305 S. 8th Avenue
1234 S. 7th Avenue
1302 S. 9th Avenue"

Staff Analysis: The granting of the variance is not necessary for the preservation of substantial property rights enjoyed by other property owners in the vicinity, under identical zoning designations. The accessory structures code was adopted in 2014 and recently updated in 2025. The accessory structures on the properties identified by the applicant were constructed without building permits or prior to the adoption of the accessory structures code. In addition, the structure located at 1305 S. 8th Avenue is an accessory dwelling unit and a variance was granted to increase the allowable height of the new accessory dwelling unit. Attachment H identifies four neighboring properties with accessory structures including two with approved variances 1311 and 1305 S. 8th Avenue.

D) "The granting of the variance will not be materially detrimental to any person residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public health, safety, and general welfare."

Is this statement correct for this application?

Yes No

Applicant Response: *"The granting of the variance will not be detrimental to any persons residing or working in the vicinity to the adjacent property, neighborhood, or the health, safety and general welfare of the surrounding properties."*

Staff Analysis: The granting of this variance will not be materially detrimental to the neighbors and general public traveling near this property. The proposed garage/workshop will meet the required setbacks and lot coverage requirements for the Low Density Residential/Infill Overlay (R-1-6/IO) District.

2. Are any of the adjacent property owners opposed to this request? No.

External Agency Comments: None

Neighborhood Meeting Comments: Attachment D

Proposed conditions delivered to applicant on: October 3, 2025

Final staff report delivered to applicant on: October 13, 2025

Applicant agreed with all of the conditions of approval on: October 3, 2025

Attachments

A	B	C	D	E
Conditions of Approval	Site Plan	Agency Notifications	Neighborhood Meeting Comments	Site Photo
Neighbor Notification List	Neighbor Postcard	Neighboring Property Photos	Neighboring Variance Cases	Aerial Photo

Prepared By: *Zenia Fiveash*

Date: 10/13/25

Zenia Fiveash
Assistant Planner
Zenia.Fiveash@YumaAZ.gov

(928) 373-5000, x3040

Approved By: *Jennifer L. Albers*

Date: 10/9/25

Jennifer L. Albers
Assistant Director of Planning

ATTACHMENT A
CONDITIONS OF APPROVAL

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

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

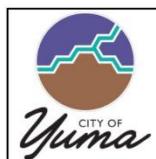
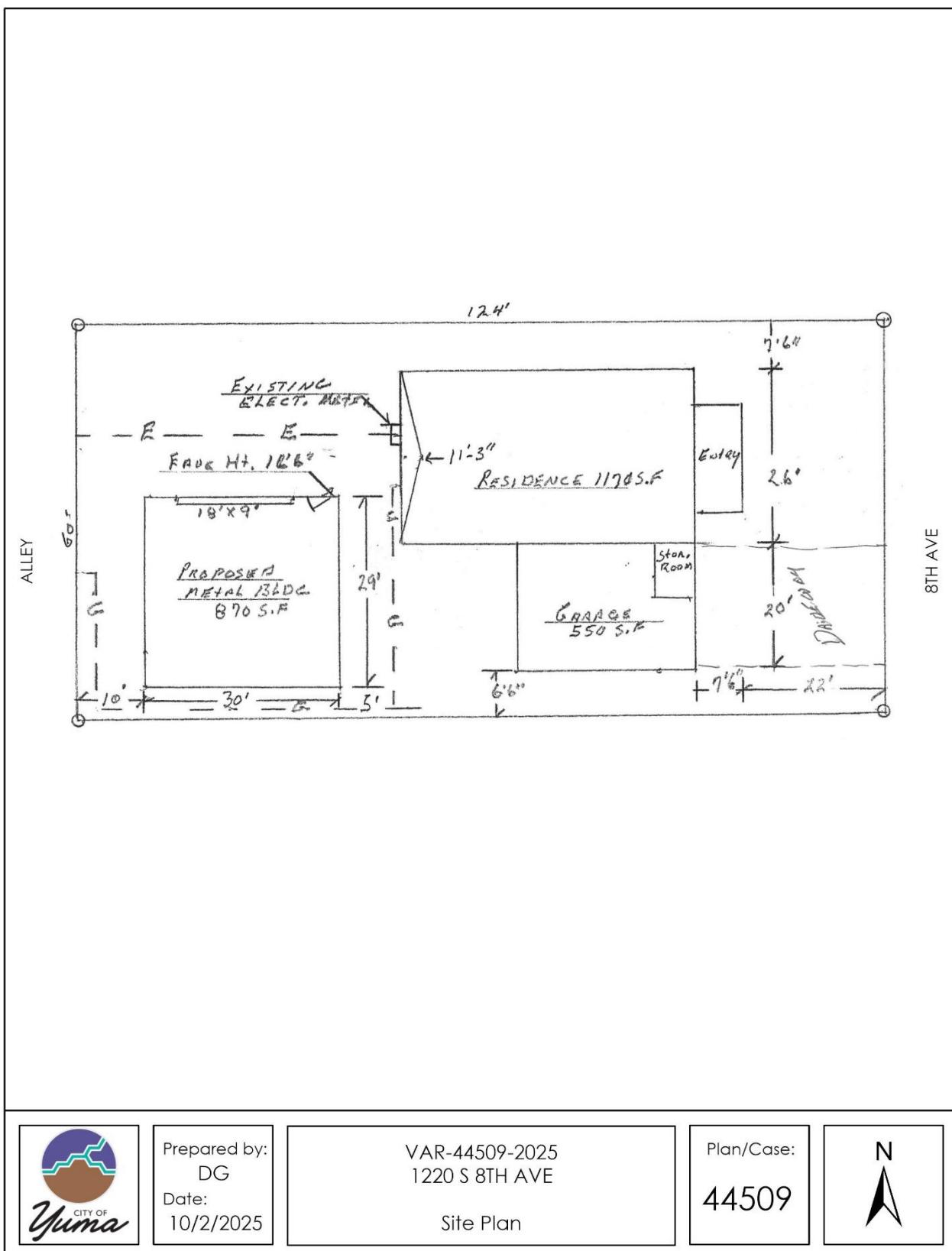
1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.

Community Planning: Zenia Fiveash, Assistant Planner, (928) 373-5000 x3040

3. The conditions listed above shall be completed within one (1) year of the effective date of the approval of the Variance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for the property. In the event that the conditions are not completed within this time frame, the Variance shall be null and void.
4. In any case where a Variance has not been used within one year after the granting thereof, it shall be null and void.
5. Prior to the expiration date of the Variance, the applicant has the option to file for a one-year time extension.

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

ATTACHMENT B
SITE PLAN



ATTACHMENT C
AGENCY NOTIFICATIONS

- Legal Ad Published: The Sun 10/03/25
- Neighborhood Meeting Date: 10/01/25
- 300' Vicinity Mailing: 9/24/25
- Hearing Date: 10/23/25
- Site Posted on: 9/24/25
- Comments Due: 10/06/25
- 34 Commenting/Reviewing Agencies Noticed: 10/06/25

External List (Comments)	Response Received	Date Received	“No Comment”	Written Comments	Comments Attached
Yuma County Airport Authority	NR				
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	9/24/25	X		
Yuma County Planning & Zoning	YES	9/24/25	X		
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	9/24/25	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	“No Conditions”	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	YES	9/25/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	9/25/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT D
NEIGHBORHOOD MEETING COMMENTS

Attendees:

Neighbor: None

Applicant: Bob Wiley, Raul Estrada, & Esmerelda Estada

Staff: Zenia Fiveash

Summary of Attendee(s') Comments Related to the Project:

- Applicant wants to get variance approval.

ATTACHMENT E
SITE PHOTOS



ATTACHMENT F
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code
ANAYA RUBEN &	1237 S 8TH AVE	YUMA AZ 85364
ANGUIANO JORGE L	1946 W 13TH LANE	YUMA AZ 85364
BACA ALICE	1210 S 9TH AVE	YUMA AZ 85364
BENITEZ ESTHER U	1288 S 7TH AVE	YUMA AZ 85364
BRIDGEMAN MICHAEL S	1220 S 9TH AVE	YUMA AZ 85364
CABRERA DAVID AND	1205 S 8TH AVE	YUMA AZ 85364
CABRERA RUDOLF V & MAGDALENA B	1221 S 9TH AVE	YUMA AZ 85366
CANO STEVEN O III & GUIADALUPE TRUST 12-2-14	996 W 35TH ST	YUMA AZ 85365
CHAVEZ JOSUE JESUS	1246 S 7TH AVE	YUMA AZ 85364
CHAVIRA MAYRA N	1220 S 7TH AVE	YUMA AZ 85364
COMSTOCK TRUST 1-2-2024	1216 S 9TH AVE	YUMA AZ 85364
DELGADO THOMAS & ROSIE JT	1230 S 9TH AVE	YUMA AZ 85364
ESTRADA RAUL L & ESMERALDA TRUST 1-29-2013	1224 S 8TH AVE	YUMA AZ 85364
FARIS PATRICIA A	1300 S 8TH AVE	YUMA AZ 85364
FLEISHER MARTIN	5750 W 8TH ST	YUMA AZ 85364
FREEMAN DEBORAH	558 SKYVIEW ST	EL CAJON CA 92020
GARCIA DAVID J IV & CRYSTAL R	PO BOX 1797	YUMA AZ 85366
GHIOTTO 2010 FAMILY TRUST 6-8-10	39167 LOS GATOS DR	MURRIETA CA 92563
GONZALEZ ERIKA GUADALUPE	1204 S 8TH AVE	YUMA AZ 85364
JOBE DONALD W	1238 S 9TH AVE	YUMA AZ 85364
JUAREZ ODETTE ELIANNIA	1232 S 7TH AVE	YUMA AZ 85364
LECHUGA JOSEPH G	1240 S 8TH AVENUE	YUMA AZ 85364
LEIBLY JERRY	1301 S 9TH AVE	YUMA AZ 85364
LOPEZ HECTOR O & ALMA Y	799 W 13TH ST	YUMA AZ 85364
MACAZAN EDUARDO A & YOLANDA E JT	1270 S 7TH AVE	YUMA AZ 85364
MARTIN JAMES ALLEN	2666 S LA CRUZ AVE	YUMA AZ 85365
MASSARO JAMES	1214 S 9TH AVE	YUMA AZ 85364
MEDINA MARIA D	1232 S 9TH AVE	YUMA AZ 85364
MILLS SHERYL E	1228 S 7TH AVE	YUMA AZ 85364
MORENO ELENA	1211 S 9TH AVE	YUMA AZ 85364
NGUYEN LOC HOANG 2014 TRUST	1376 S HETTEMA ST	YUMA AZ 85364
ORDAZ ALEJANDRA	1205 S 9TH AVE	YUMA AZ 85364
SAGUARO FOUNDATION COMMUNITY LIVING PROGRAM AZ CORP	PO BOX 5869	YUMA AZ 85366
SALGADO ROBERT	790 W 13TH ST	YUMA AZ 85364
SCHUMAN PERRY L & BETTY J TRUST 9-25-86	1229 S 8TH AVE	YUMA AZ 85364
SOTO SALVADOR & MAYTE G	1934 S 7TH AVE	YUMA AZ 85364
SPAIN DOROTHY J	890 W 13TH ST	YUMA AZ 85364
SPRINGER ROYEN V & MEGAN E JT	9681 E 38TH ST	YUMA AZ 85365
STEWART MARK H & SHIRLEY A TRUST 2-19-2013	1312 S 7TH AVE	YUMA AZ 85364
VERDIN SUZANNA	1217 S 8TH AVE	YUMA AZ 85364
VILLA MARCO A JR	1213 S 8TH AVENUE	YUMA AZ 85364
WALLIS JAMES A & DARLENE	1231 S 9TH AVE	YUMA AZ 85364
WILCOX KRISTIE	1216 S 8TH AVE	YUMA AZ 85364
WILLIAMS KENNY LIVING TRUST 10-9-2017	12188 E 36TH ST	YUMA AZ 85367
YABO DAMON & CHRISTY JT	1484 S 8TH AVE	YUMA AZ 85364

ATTACHMENT G NEIGHBOR MAILING

This is a request by Whitey Wiles Construction on behalf of Raul & Esmeralda Estrada for a variance to allow an accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches for the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION**
FOR CASE #
VAR-44509-2025

NEIGHBORHOOD MEETING
10/01/2025 @ 5:00PM
ON-SITE

PUBLIC HEARING
10/23/2025 @ 9:30AM
City of Yuma Council Chambers
One City Plaza, Yuma, AZ



Because you are a neighbor within 300' of 1220 S. 8th Avenue, Yuma, AZ., you are invited to attend the neighborhood meeting and public hearing to voice your comments. If you have questions or wish to submit written comments, please contact Zenia Fiveash by phone at (928) 373-5000 ext. 3040 or by email at Zenia.Fiveash@YumaAz.gov.

ATTACHMENT H
NEIGHBORING PROPERTY PHOTOS



1311 S. 8th Avenue (VAR-31573-2020)



1305 S. 8th Avenue (VAR-41741-2024)



1302 S. 9th Avenue (Not permitted)



1100 S. 8th Avenue (Not permitted)

ATTACHMENT I
NEIGHBORING VARIANCE CASES



ATTACHMENT J
AERIAL PHOTO



Hearing Officer Meeting Minutes October 23, 2025

A meeting of the City of Yuma Hearing Officer was held on Thursday, October 23, 2025, at City Hall Council Chambers, One City Plaza, Yuma, Arizona.

HEARING OFFICER in attendance was Ray Urias.

CITY OF YUMA STAFF MEMBERS present included Jennifer Albers, Assistant Director of Planning; Zenia Fiveash, Assistant Planner; John LeSeuer, Assistant City Attorney and Alejandro Marquez, Administrative Specialist.

Hearing Officer Ray Urias called the meeting to order at 9:30 a.m.

CONSENT CALENDAR

Hearing Officer Ray Urias approved the minutes of October 9, 2025.

ITEMS REQUIRING COMMISSION DISCUSSION AND ACTION

VAR-44509-2025: *This is a request by Whitey Wiles Construction on behalf of Raul & Esmeralda Estrada for a variance to allow an accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches for the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue, Yuma, AZ.*

Zenia Fiveash, Assistant Planner, summarized the staff report and recommended **APPROVAL**

QUESTIONS FOR STAFF

Hearing Officer Ray Urias asked for confirmation on whether the variance request was only for the height deviation from the City's requirements. **Fiveash** replied yes. **Hearing Officer Urias** then went over the Four Criteria of the Yuma City Code and asked if criteria numbers one through three had not been met. **Fiveash** replied yes. **Hearing Officer Urias** then stated that criteria four had been met. **Fiveash** answered yes. **Hearing Officer Urias** stated that in order to grant the variance, he would need to find that criteria one through three are met.

Hearing Officer Urias commented that he toured the neighborhood and noticed that there are homes in the area that have pitched roofs and that the applicant's home did not. **Fiveash** replied that the home has a slightly pitched roof. **Hearing Officer Urias** then stated he does not agree with staff's analysis that the home is typical to other homes in the area. **Hearing Officer Urias** commented that he was in agreement with staff that accessory structures should match the height, size, and materials of the main building and neighborhood, and noted that the proposed project does not fit the character of the existing home. **Hearing Officer Urias** went on to say that the neighborhood is zoned residential and that the property's principal use is for a home and if an accessory structure is built on the property it should resemble the home.

Hearing Officer Urias stated that the home could possibly suffer from a unique hardship due to it having the flattest roof in the area and that the applicant did not cause that because he purchased the home that way. **Hearing Officer Urias** then stated that he was not confident enough to consider that a special circumstance or a unique hardship.

Hearing Officer Urias asked for confirmation that the applicant is asking for 4 foot 3 inches above the City's requirement for an accessory structure. **Fiveash** replied yes. **Hearing Officer Urias** then stated if the request for less of a difference he could possibly consider it a special circumstance.

Hearing Officer Urias asked if the height of the accessory structure was measured from the ground up. **Fiveash** replied yes. **Hearing Officer Urias** then asked if the applicant were to dig a hole that was 4 feet deep, which would make the accessory structure meet the height requirement, would that be allowed. **Jennifer Albers, Assistant Director of Planning** replied that the question may fall under building code requirements. **Albers** then noted that the height of a house is measured at the peak and that this structure is not located behind the peak of the house but rather behind the garage and that it will be made of metal and much larger than the existing garage.

APPLICANT/APPLICANTS REPRESENTATIVE

Bob Wiles, on behalf of Whitey Wiles Construction, introduced the homeowner **Raul Estrada** and stated that he would assist the homeowner with any specific questions.

Hearing Officer Urias asked for confirmation if the structure was to be made of metal. **Estrada** replied yes. **Hearing Officer Urias** then asked does it have to be a metal building. **Wiles** answered that in conventional construction, any structure over 12 feet in height would require a structural engineer to design it, where a pre-engineered metal building already includes the necessary design criteria. **Hearing Officer Urias** then asked if the structure could be less than 16 feet 3 inches. **Estrada** asked how much shorter would the structure need to be. **Hearing Officer Urias** replied around 13 feet. **Estrada** answered he would like to keep the size of the building. **Hearing Officer Urias** stated that he is trying to find a hardship because the house is shorter than others in the area.

Hearing Officer Urias stated that he was having difficulty finding that the structure met Criteria 3, noting that the applicant could construct other types of structures that would not need to be as tall. **Estrada** asked if it would be possible to lower the structure by 1 foot making it 15 feet tall. **Hearing Officer Urias** then stated that he noticed the garage would be approximately 800 square feet while the home is about 1,100 square feet, making the garage nearly the same size as the home. **Hearing Officer Urias** then added that the structure should be smaller in scale compared to the primary residence.

Hearing Officer Urias stated that he is trying to find a hardship because the house is smaller than others in the area. **Wiles** stated at the time the subdivision was built it was considered an average size home. **Albers** stated that when staff calculates the size of an accessory structure, they include all areas under the roof of the home, which would be inclusive of the garage area.

PUBLIC COMMENT

None

DECISION

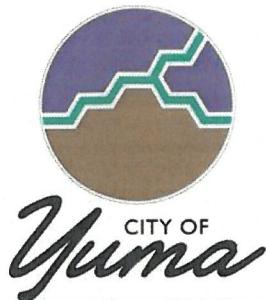
Hearing Officer Ray Urias denied the request to allow an accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches for the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue, Yuma, AZ.

Hearing Officer Ray Urias then stated that the applicant has the right to appeal the decision.

Hearing Officer Ray Urias adjourned the meeting at 9:55 a.m.

Minutes approved this 13th day of November, 2025.


Hearing Officer



Department of Community Development

One City Plaza
Yuma, Arizona 85364
(928) 373-5175
TTY (928) 373-5149
www.YumaAZ.gov

October 23, 2025

Whitey Wiles Construction
P.O Box 5712
Yuma, AZ 85366

**RE: 1220 S 8TH AVE.
INCREASE ACCESSORY STRUCTURE HEIGHT
CASE NO. VAR-44509-2025**

On Thursday, October 23, 2025, the Hearing Officer for the City of Yuma **DENIED** your request for a variance to allow an accessory structure height 4 feet 3 inches taller than the principal building of 11 feet 3 inches for the construction of a new garage/workshop in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue, Yuma, AZ.

You have the right to appeal the decision of the Hearing Officer to the City Council. Please return the attached notification of appeal form within (10) business days of the decision of the Hearing Officer or no later than the close of business on November 11, 2025.

If you have any questions, please call Zenia Fiveash (928)373-5000 ext. 3040, or email at Zenia.Fiveash@YumaAZ.gov.

Sincerely,

Zenia Fiveash
Assistant Planner

ZF/am
Enclosures (1)
1. Appeal Form

c: Raul Estrada

NOTIFICATION OF APPEAL
PURSUANT TO ARIZONA REVISED STATUTES,
SECTION 9-462.06.A

You have the right to appeal the decision of the Hearing Officer to the City Council. If you would like to appeal, please indicate in the appropriate space below by signing and dating this form.

I wish to appeal the decision of the Hearing Officer on Case No.: _____ to the City Council.

You must file the Notification of Appeal form within ten (10) business days of the decision made by the Hearing Officer to the Department of Community Development, Director, One City Plaza, Yuma, Arizona 85364, 928-373-5175.

Name

Date

NOTIFICATION OF APPEAL

PURSUANT TO ARIZONA REVISED STATUTES, SECTION 9-462.06.A

You have the right to appeal the decision of the Hearing Officer to the City Council. If you would like to appeal, please indicate in the appropriate space below by signing and dating this form.

I wish to appeal the decision of the Hearing Officer on Case No.: VAR-44509-2025 to the City Council.

You must file the Notification of Appeal form within ten (10) business days of the decision made by the Hearing Officer to the Department of Community Development, Director, One City Plaza, Yuma, Arizona 85364, 928-373-5175.

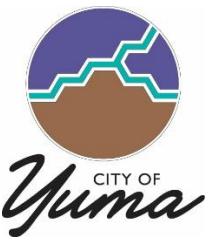


Name

11-7-25

Date

RECEIVED OCT 30 2025



November 17, 2025

Bob Wiles – Whitey Wiles Construction, Agent for *Appellant*
1690 E. 20th Street
Yuma, AZ 85365

Re: Appeal of Denial Variance Request
Case No.: VAR-44509-2025 – 1220 S. 8th Avenue, Yuma AZ

Dear Mr. Wiles,

The City of Yuma's Department of Community Development has received the notice of appeal in the above-referenced matter. Appeals of variance requests are regulated by Yuma City Code (Y.C.C.) § 154-02.02(C) and Arizona Revised Statutes (A.R.S.) § 9-462.06(A). Please review that code and statute and the applicable laws cited in the denial of the request for a variance.

The appeal is scheduled to be heard before the City Council on Wednesday, **January 21, 2026**. The City Council will receive the written materials that were presented to the Hearing Officer in this case. The parties may supplement those materials as follows:

- The Appellant or you as their agent may submit any additional material to Lynda Bushong, City Clerk for the City of Yuma, at clerk@yumaaz.gov on or before **4:00 PM on December 8, 2025**.
- Appellee City of Yuma may submit a Reply to any additional material submitted by the Appellant on or before **4:00 PM on December 18, 2025**.

Any additional material will be shared with both parties and made part of the record submitted to the City Council.

During the appeal hearing on **January 21, 2026**. Each side will be allotted seven (7) minutes to present their case. The Appellant will present first, followed by Appellee City of Yuma. Because the Appellant has the burden of persuasion, the Appellant may opt to reserve two (2) to three (3) minutes of Appellant's allotted seven (7) minutes for final reply.

The Appellant has the right to be represented by an attorney. If the Appellant will be represented by an attorney in this appeal, please instruct the attorney to enter his or her appearance as counsel of record without delay.

The City of Yuma prohibits discrimination based on race, color, sex, national origin, age or disability in its programs and activities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City of Yuma's ADA Coordinator at (928) 373-5125 or TTY (928) 373-5149.

Finally, if the Appellant wishes to withdraw the appeal of the Hearing Officer decision, please inform the Department of Community Development in writing so the matter may be removed from the agenda.

Sincerely,

Amelia Domby

Amelia Domby,
Principal Planner

CC: Raul & Esmeralda Estrada



**Community Planning
Community Development**
One City Plaza
Yuma, Arizona 85364
(928) 373-5050
Fax (928) 373-5053
TTY (928) 373-5149
www.YumaAZ.gov

TO: City Council
FROM: Amelia Domby, Principal Planner
DATE: December 18, 2025
RE: **Appeal of the October 23, 2025, Hearing Officer Denial of VAR-44509-2025 for the property located at 1220 S. 8th Avenue, Yuma, Arizona.**

Executive Summary

This appeal concerns Mr. Raul and Mrs. Esmeralda Estrada's ("Property Owners") variance application. The Property Owners sought the Hearing Officer's approval of VAR-44509-2025 to increase the allowable accessory structure height from 11 feet 3 inches to 16 feet 6 inches for a detached garage/workshop, in the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1220 S. 8th Avenue ("Property"). Within this zoning district, the maximum height of an accessory structure is the height of the principal building. The accessory structures code ensures accessory buildings or structures are incidental to the principal residential use on the property. The Property is located within the Thomas A. White Subdivision.

On October 23, 2025, the Hearing Officer held a hearing on the Property Owners' request for a variance. City Staff filed a report with the Hearing Officer and recommended denial of the request, noting that the Property Owners' request for a variance failed to meet the criteria of §154-03.04(D) of the Yuma City Code. After taking testimony on the variance application, the Hearing Officer denied the variance request after determining that the request did not meet the required findings for approval under A.R.S. § 9-462.06 and Y.C.C. § 154-03.04(D). Specifically, no special circumstance unique to the property was identified that would warrant relief from the zoning code accessory structure height requirement as the variance request is based on a design preference rather than the physical characteristics of the property such as size, shape, topography, or location.

Pursuant to Yuma City Code § 154-02.02(C) Mr. Bob Wiles, the agent for the Property Owners, appeals the Hearing Officer's denial of the variance request.

Argument

State law and City Code require four conditions for a variance. See A.R.S. § 9-462.06 and Y.C.C. § 154-03.04(D). Specifically, Y.C.C. § 154-03.04(D)(1) states that the Hearing Officer:

. . . shall grant a variance(s) ***only when*** findings of fact are made that ***all of the following conditions exist:***

- (a) There is a special circumstance(s) or condition(s) that applies to the property, building, or use referred to in the application, that does not apply to most other properties in the district.
- (b) The special circumstance was not created or caused by the property owner or applicant.
- (c) The granting of the variance is necessary for the preservation of substantial property rights enjoyed by other property owners in the vicinity, under identical zoning designations.
- (d) The granting of the variance will not be materially detrimental to any person residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public health, safety, and general welfare.

Each of the four (4) criteria required for the approval of a variance application must be answered in the affirmative. The inability to answer any one of the four (4) criteria in the affirmative, as a matter of law, must result in the denial of the variance application.

In this case, Staff determined the Property Owners failed to meet three of the four required conditions.

I. **Is there a special circumstance that does not apply to most other properties in the district?**

Staff's Position:

Staff was unable to find a special circumstance or condition that applies to the property that does not apply to most other properties in this district. After researching the property, staff was unable to identify a special circumstance that relates to the size, shape or layout of the property which satisfies the need to recommend approval of this variance request. The maximum allowable height for an accessory structure on this property is the height of the principal residential building – 11 feet 3 inches. In addition, accessory structures are required to be designed with a logical hierarchy of masses regarding height, size, and volume; and use construction materials and colors that are contextually appropriate and compatible with the principal building and surrounding neighborhood. The new 16-foot 6-inch-tall accessory structure would not be in character with the existing residential structure on the property and does not meet the accessory structures development standards for this zoning district.

Hearing Officer's Finding:

Hearing Officer Urias stated he did not agree with staff's analysis that the home is typical to other homes in the area. Hearing Officer Urias agreed accessory structures should match the height, size, and materials of the principal residential building. Hearing Officer Urias added the home may suffer from a unique hardship due to having the flattest roof in the neighborhood. However, Hearing Officer Urias then stated he was not confident enough to consider that a special circumstance or a unique hardship. Hearing Officer Urias added the structure should be smaller in scale compared to the primary residence.

II. Was the “special circumstance” created by the property owner or applicant?

Staff's Position:

As indicated in the staff analysis and by the applicant, there is no special circumstance that relates to this property, building, or use that does not apply to most other properties in the district. This is a new 16-foot 6-inch-tall garage/workshop proposed by the Property Owners. The Property Owners have an alternative solution in the form of constructing the garage/workshop the same height as the home.

The placement of the proposed accessory structure is behind the existing garage along the southern boundary of the property. The garage is lower in height than the peak of the primary building at 11 feet 3 inches, which would make the proposed accessory structure seem much taller than the principal building height, making it the primary focus of the property, not an accessory structure.

Hearing Officer's Finding:

Hearing Officer Urias was unable to identify a special circumstance.

III. Would denying the variance prevent the applicant from enjoying substantial property rights enjoyed by other property owners in the vicinity?

Staff's Position:

The granting of the variance is not necessary for the preservation of substantial property rights enjoyed by other property owners in the vicinity, under identical zoning designations. The accessory structures code was adopted in 2014 and recently amended and approved by City Council in 2025. The existing accessory structures on the neighboring properties identified by the Property Owners were constructed without a building permit or prior to the adoption of the accessory structures code.

Hearing Officer's Finding:

The Hearing Officer stated he was having difficulty finding that the structure met Criteria No. 3 and noted the applicant could construct other accessory structures such as a garage or shed that does not exceed the zoning code accessory structure height requirement, similar to other property owners.

IV. Would granting the variance be materially detrimental to other people residing or working in the area?

Staff's Position:

Granting the variance will not be materially detrimental to any person residing or working in the vicinity, as the proposed garage/workshop meets the minimum front, side, and rear yard setback, and lot coverage requirements in the Low Density Residential/Infill Overlay (R-1-6/IO) District.

Hearing Officer's Finding:

Hearing Officer Urias stated this criteria was met.

Conclusion

The requirements for approval of a variance application required by Yuma City Code § 154-03.04(D) have not been satisfied by the Property Owners. The Property Owners failed to demonstrate a special circumstance applies to the Property. Therefore, the Property Owners are not eligible for a variance under State Law or City code. As such, the variance application for the Property must be denied.