



City of Yuma City Council Meeting Agenda

Wednesday, April 15, 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

PRESENTATIONS

- Reading of Proclamation: School Government Week Proclamation
- Reading of Proclamation: National Library Week Proclamation

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 2026-072](#) **Regular Council Meeting Draft Minutes February 18, 2026**
Attachments: [2026 02 18 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 2026-065](#) **Cooperative Purchase Agreement: Two Ambulances**
Authorize the purchase of two ambulances, utilizing the cooperative purchase agreement issued by the Houston-Galveston Area Council (HGAC) for an estimated amount of \$745,392.23 (including tax) to Republic EVS, Huntington Beach, California. (Fire-CPA-26-278) (John Louser/Robin R. Wilson)
2. [MC 2026-066](#) **Cooperative Purchase Agreement: 100' Ladder Truck**
Authorize the purchase of one 100' rear mounted platform, utilizing the Cooperative Contract Purchase Agreement originating from the Houston-Galveston Area Council, at the cost of \$2,414,065.39, to Hughes Fire Equipment, Inc., Appleton, Wisconsin. (Fire-CPA-26-280) (John Louser/Robin R. Wilson).

3. [MC 2026-067](#) **Contract Increase: Arizona Department of Transportation-Shared-Use Pathway**
Authorize a contract increase to the Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the construction of the Shared-Use Pathway East Wetland Park to Pacific Avenue Project. (Engineering) (David Wostenberg)
- Attachments:** [1. RES R2024-025 Contract Increase for Shared use pathway E. Wetlands Park to Pacific Ave](#)
4. [MC 2026-068](#) **Contract Award: Professional Engineering Design Services-Pavement Replacement**
Authorize an engineering design services contract for Pavement Replacement on 40th Street from Arizona Avenue to Avenue A utilizing the Professional Engineering Services On-Call contract at an expenditure of \$168,275.00 to Nicklaus Engineering Inc., Yuma, Arizona. (Engineering-RFQ-26-110) (David Wostenberg/Robin R. Wilson)
5. [MC 2026-069](#) **Contract Increase: Arizona Department of Transportation-Bus Pull-Outs**
Authorize a contract increase to the Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the design and construction of the Bus Pull-Outs on Avenue A at 16th Street. (Engineering) (David Wostenberg)
- Attachments:** [1. 2024 RES Contract Increase: ADOT-Bus Pull-Outs](#)
6. [MC 2026-070](#) **Ratification: Record & Playback Systems**
Ratify and approve the purchase of HigherGround recording hardware, software, and maintenance service from vendor Commercial Electronics Corporation, San Antonio, Texas and authorize utilization of a Cooperative Purchase Agreement, for a combined expenditure of \$128,514.18. (IT-CPA-26-270) (Isaiah Kirk/Robin R. Wilson)
7. [MC 2026-071](#) **Request for Qualifications Award: Residential Standard Plans Development**
Authorize a professional services contract for the development of Residential Standard Plans, including accessory dwelling units (ADUs), single-family homes, duplexes, and triplexes, for a total cost of \$150,260.00 to Thompson Design, Yuma, Arizona. (RFQ-26-203 Community Development) (Alyssa Linville/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. [R2026-014](#) **Intergovernmental Agreement: Yuma Elementary School District One**

Authorize the City Administrator to execute an intergovernmental agreement (IGA) with Yuma Elementary School District One for the operation and maintenance of eight solar-powered speed flashing beacons (Speed Beacons) located in the right-of-way. (Engineering Department) (Dave Wostenberg)

Attachments: [1. RES IGA: Yuma Elementary School District One-Speed Beacons](#)
[2. AGMT IGA: Yuma Elementary School District One-Speed Beacons](#)

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. [O2026-013](#) **Rezone of Property: Vision Assets**

Rezone approximately 2.42 acres, from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District. (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. PZ RPT Rezoning of Property: Vision Assets](#)
[2. ORD Rezoning of Property: Vision Assets](#)

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. [O2026-014](#) **Rezoning of Property: Northeast Corner of 40th Street and Avenue 5¼E**

Rezone approximately 36.24 acres located at the northeast corner of 40th Street and Avenue 5¼E from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District (Community Development/Community Planning) (Alyssa Linville)

Attachments: [1. P&Z RPT Rezoning of Property: Northeast Corner of 40th Street and S. Avenue 5 1/4 E](#)
[2. ORD Rezoning of Property: Northeast Corner of 40th Street and S. Avenue 5 1/4 E](#)

V. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City’s representative during the period of April 2, 2026 through April 15, 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.

2. Scheduling:

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

VI. SUMMARY OF CURRENT EVENTS

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

VII. CALL TO THE PUBLIC

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

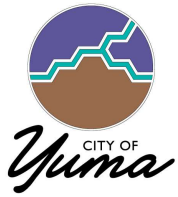
VIII. EXECUTIVE SESSION

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

- A. Discussion, consultation, and/or direction to City Attorney regarding the proposed development of a parcel of real property. (A.R.S. § 38-431.03 A3, A4, & A7)
- B. Discussion, consultation, and/or direction to City Attorney regarding potential sale of City-owned real property. (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 2026-072

Agenda Date: 4/15/2026

Agenda #: 1.

Regular Council Meeting Draft Minutes February 18, 2026

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
FEBRUARY 18, 2026
5:30 p.m.

CALL TO ORDER

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

INVOCATION/PLEDGE

Anna Vakil, Local Spiritual Assembly of the Baha'i's of Yuma, gave the invocation. **John Louser**, Fire Chief, 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, Watts, and Mayor Nicholls
Councilmembers Absent: Morales
Staffmembers Present: Acting City Administrator, John D. Simonton
Deputy City Attorney, Rodney Short
Director of Engineering, Dave Wostenberg
Director of Community Development, Alyssa Linville
Assistant Director of Planning, Jennifer Albers
Principal Planner, Erika Peterson
Various Department Heads or their representative
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

I. MOTION CONSENT AGENDA

Motion Consent Item C.2 – Contract Award: Professional Engineering Services (On-Call) (Award a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, for Professional Engineering Services on a Delivery Order basis to the following eight firms: Core Engineering Group, PLLC, Yuma, Arizona; Dahl, Robins & Associates, Inc. Yuma, Arizona; Entellus, Inc., Phoenix, Arizona; Kimley-Horn and Associates, Inc., Phoenix, Arizona; Nicklaus Engineering, Inc, Yuma, Arizona; Psomas, Tucson, Arizona; Stanley Consultants, Inc., Phoenix, Arizona; Wilson and Company, Inc. Engineers & Architects, Phoenix, Arizona) (RFQ-26-110) (Eng/Purch)

Mayor Nicholls declared a conflict of interest on Motion Consent Agenda Item C.2 due to his firm's involvement in the contract, turned the meeting over to **Deputy Mayor McClendon**, and left the dais.

4. Authorize the purchase and delivery of water treatment chemicals from Hill Brothers, Phoenix, Arizona; Landmark Aquatic Services, Scottsdale, Arizona; Polydyne, Riceboro, Georgia; PVS DX, Inc., Dallas, Texas; Thatcher Co.; Buckeye, Arizona, utilizing a Cooperative Purchase Agreement from the City of Chandler. This contract is valid for one year 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 \$3,714,078.00. (CPA-25-344) (Util/Purch)

II. RESOLUTION CONSENT AGENDA

Resolution R2026-010 – Post-2026 Guidelines for the Operation of the Colorado River – City of Yuma City Council Comments to Draft Environmental Impact Statement (Direct and authorize comments to the Draft Environmental Impact Statement for the Post-2026 Guidelines for the Operation of the Colorado River on the Federal Register) (Admn)

Motion (Smith/Watts): To amend Resolution R2026-010 as follows:

- Under “Now, Therefore, Be It Resolved”, renumber Section #5 to be #6, and add a new Section 5 to read:
- 5 Because the Basin stakeholders failed to reach agreement by the February 14, 2026 deadline and the Federal Bureau of Reclamation will move forward with creating Post-2026 Operational Guidelines, the City Council directs staff to prepare a comment letter for Mayor and City Council signature on the Post-2026 Operational Guidelines for inclusion in the official record of the Draft Environmental Impact Statement (EIS). The letter shall request the following:
 - A. Risk of Intentionally Created Surplus (ICS): It should be recognized that ICS increases delivery risk to the Colorado River system and shifts that risk onto senior priority users and direct diversion communities, such as the City of Yuma. ICS deliveries accelerate the decline of Lake Mead and raise the probability of deeper shortages. In practice, ICS has evolved into a fragile, house-of-cards construct in which users claim ICS credits not from water conserved within their own entitlement, but from water conserved by other entitlement holders and subsequently only partially swept. ICS has outlived its usefulness and should be eliminated in the Post-2026 Guidelines.
 - B. Restrictions on Water Transfers: No Colorado River water transfers from on-Colorado River entitlement holders shall occur until Lake Mead and Lake Powell reach “Normal” operating levels sufficient to ensure safe and reliable water supplies and hydroelectric power generation. If such transfers are approved, no Colorado River water shall be transferred during any declared Tier shortage or drought condition on the Colorado River.
 - C. Recognition of Conservation Efforts: Recognition of the City of Yuma’s conservation programs, and those of similarly situated communities, that divert less than their full Colorado River entitlement and leave a portion of their allocation in the River system for the benefit of River health. Any required shortages should be calculated from entitlement amounts rather than from consumptive use that has already been reduced through successful conservation measures.

- D. Recognition of the Significance of Consumptive Use and Return Flow Credits: Recognition of the City of Yuma's longstanding practice of returning treated wastewater to the Colorado River, that the water returned to the Colorado River provides a measurable benefited to the River system, and there should be explicit notations in the Final Environmental Impact Statement that continuation of return flow credits will be applied towards the City's consumptive use.
- E. Law of the River, Priority-Based Allocations, and Water Rights: Recognition and protection of the priority system and water rights of on-River users, including the City of Yuma, for whom the Colorado River serves as the sole municipal water supply, with the understanding that pro-rata reductions should be used only under extreme system conditions necessary to maintain system operations and not as a replacement for the established priority framework.

Voice vote: **approved** 6-0

Motion (Smith/Watts): To adopt Resolution R2026-010 as amended.

Bushong displayed the following title(s):

Resolution R2026-010

A resolution of the City Council of the City of Yuma, Arizona, regarding the Post-2026 Operational Guidelines for the Colorado River System and the Draft Environmental Impact Statement issued by the United States Bureau of Reclamation (directing staff to actively engage in the Federal NEPA process and submit formal comments on the draft EIS) (Admn)

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

III. ADOPTION OF ORDINANCES CONSENT AGENDA

Ordinance O2026-006 – Approve the Housing Authority of the City of Yuma (HACY) Acquisition, Development and Operation of an Affordable Housing Apartment Complex, Tentatively known as Vista Apartments (Authorize the Housing Authority of the City of Yuma (HACY) to: (1) undertake acquisition and ownership of the former Vista Alternative High School site (Property), subject to an affordable housing covenant; (2) form a project-based 501(c)(3) non-profit entity (HACY 501(c)(3) Non-Profit) which, together with the Arizona Housing Development Corporation (AHDC) will form a managing member entity which will then form an ownership entity for the apartments (Ownership Entity); (3) enter into an option for a long-term ground lease for the Property between HACY as the lessor and Ownership Entity as the lessee and should the Ownership Entity exercise the option, to enter into a long term ground lease; and (4) enter into a Development Consulting Agreement with Gorman & Company through the Ownership Entity, to facilitate development of the Vista Apartments as a proposed three phase, 200-unit, low-income housing tax credit (LIHTC) project (Project). (Cmty Dev/Eco Dev)

Speakers

The following speakers voiced opposition to the HACY affordable housing project, citing concerns about increased traffic, crime, and privacy impacts from the proposed two-story complex:

- **Carol Brooks**, City resident
- **James Huber**, City resident
- **George Oliver**, City resident
- **Jackie Ruby**, City resident
- **Maria Bustillos Garcia**, City resident

Discussion

- Zoning of the subject property is R-3 High Density Residential; this use is allowed without a rezone. **(Mayor Nicholls/Linville)**
- The City Administrator will confirm whether the flooding area is within the Smucker Park vicinity and will consult with the Police Chief on increasing traffic enforcement and review current practices with the Traffic Engineers due to ongoing traffic impacts. Additional traffic control is needed during parade events, and these matters require immediate attention. Staff will also contact the School District regarding concerns with school bus operations. **(Mayor Nicholls)**
- Yuma County is currently revising the updated drainage study with the modifications done to the Smucker Basin, which will allow confirmation of whether the neighborhood falls within the same flooding area. **(Simonton/Mayor Nicholls)**
- Because the project does not require rezoning, no public notifications were issued regarding the development of the affordable housing complex in the vicinity. **(Mayor Nicholls/Files/Linville)**
- The action tonight is not to approve the project. It is only to give HACY permission to set up the entities that will manage and develop the project. **(Mayor Nicholls)**
- The City of Yuma has requirements for separation when R-3 High Density Residential is adjacent to single family zoning. A forty foot separation is required between a two story building and a single family zoning district. **(Mayor Nicholls/Linville)**
- If the total number of cars entering and leaving the property exceeds 100 vehicle trips during peak hours, a traffic study will be required. At that time, issues such as tight curves or on-street parking can be reviewed and addressed as well. **(Mayor Nicholls/Wostenberg)**
- More information is needed on the traffic study, the two story component, and the agreement allowing up to 200 units. A fuller review of the area and possibly considering fewer units may be necessary. At this time, there is not enough clarity to move forward. **(McClendon)**
- The situation being considered is a contractual matter with HACY rather than a rezoning case, since the property is already zoned R-3, allowing High Density Development without needing City Council approval. The item is before City Council due to other related issues. Concerns raised by neighbors have been noted, and questions remain about the property, including whether it falls within the Infill Overlay District and whether on-street parking would be permitted or if all parking must be contained on-site. **(Morris)**
- The property will fall within the Infill Overlay District once the new neighborhood revitalization strategy area is finalized. While on-street parking is allowed for small residential projects, that allowance applies only for up to three units. Multifamily developments beyond that must provide all required parking onsite. Current single family homes in the area are allowed to use on-street parking. **(Morris/Linville)**

- The adjacent properties to the east and south are zoned R-1-6, Low Density Residential, which triggers the forty foot setback requirement, while the properties to the north and west are zoned R-3 and do not require that separation. The maximum building height allowed in R-3 zoning is fifty feet. Regarding flooding concerns, the development would be required to provide adequate on-site water retention to prevent runoff into the street. (**Morris/Linville**)
- A similar multifamily project proposed by a private developer would not require City Council action and would proceed through the standard building review process. The permitted density for the R-3 zoning district is 30 dwelling units per acre. (**Morris/Linville**)

Motion (Mayor Nicholls/Smith): To recess to Executive Session. Voice vote: **approved** 6-0. The meeting recessed at 6:22 p.m.

Mayor Nicholls reconvened the City Council meeting at 6:34 p.m.

Discussion Continued

- **Michael Morrissey**, Executive Director of HACY, describes the successful Mesa Heights Apartments project, built through a partnership between HACY and the Arizona Housing Development Corporation using tax credits. The project not only improved the neighborhood but also added a community resource center offering programs, shared spaces, and services. It also received a city beautification award seven years after completion. The new Vista Apartments project would follow a similar model, potentially in three phases of about 66–70 units each, depending on tax credit availability. There is a significant local need for affordable housing, the HACY waiting list has nearly 3,100 families, and many current renters are paying more than 30% of their income. HACY also faces challenges because many landlords have left the voucher program to pursue higher rents on the open market. The Vista project would provide affordable units supported by vouchers, include community resources, meet all zoning and development requirements, and maintain the same quality as past projects. Although notification letters were not mailed out, HACY is committed to holding community meetings, presenting designs, and addressing neighborhood concerns. The goal is to apply for funding by April 1, 2026, and help meet the urgent need for affordable housing in the community. The Vista Apartments' community room and amenities would closely resemble those at Mesa Heights, including a similar outdoor play area and a small barbecue/ramada space. While rising material costs prevent replicating the exact design, the overall look and feel would be consistent with previous projects, referencing the Magnolia Gardens development as an example of the same style, two-story, townhouse-type buildings. Earlier plans called for a commercial kitchen, a daycare center, and reserving 20 units for Yuma Union High School District employees, but after discussions, it was found the commercial kitchen was not needed since Mesa Heights' kitchen can be used if necessary. Instead of a formal daycare center, after school programming for youth will be offered, which requires less space and avoids daycare specific liabilities. The partnership with the school district will still be honored by providing preferred housing for its employees. After school programs are open to all in the community. HACY partners with about two dozen service providers who offer programs such as nutrition support, food bank distributions, and free college-accredited courses for students, and they intend to continue offering these types of community services at the new development. Residents will undergo criminal background checks, landlord reference checks, and regular unit inspections to ensure well maintained housing. Crime in the Mesa Heights area has significantly improved since the housing project was built, despite initial negative assumptions about the residents. The Vista neighborhood is also a designated revitalization area with existing crime issues, **Morrissey** believes the development

can help reduce crime and improve community conditions, just as it did in Mesa Heights. Concerns about the neighborhood layout are acknowledged. All required setbacks and improvements will be followed, and meetings with the development group, City staff, and the Fire Department have already taken place and nothing raised so far appears to be an issue that cannot be addressed.

(Mayor Nicholls/Morrissey)

- The initial step would be demolition of the existing building, which has become a frequent site of crime, graffiti, and transient activity. The property is already fenced, and contractors would be required to maintain the site and clean up after their work. Previous projects, including Mesa Heights and Magnolia Gardens, did not experience related issues, and maintaining site cleanliness and safety would remain a priority. **(McClendon/Morrissey)**
- The application is moving quickly. Once more details are finalized, the team plans to meet with the community to share the project vision, timeline, and gather feedback. The goal is to be a good neighbor, build positive relationships, and address community concerns while working to provide much needed housing with the intent to deliver as much housing as possible. **(McClendon/Morrissey)**
- The project team is still working out the details of possibly setting aside some units for Yuma Union High School District employees. It could make up about ten percent of the project, but funding rules may affect whether that can happen in the first phase. The final decision will depend on what works best for the district. Anyone who meets income requirements would be eligible for housing in the first phase. **(McClendon/Morrissey)**
- If the application is submitted by April 1, 2026, to the Arizona Department of Housing tax credit program, and tax credits are awarded by June 1, 2026, construction would begin around April 2027. Phase Two would be requested at that time, with an estimated 18-month cycle for each phase. Phase Three would be requested around April 2028, followed by another 18-month period. The project would therefore take approximately three to four years to complete all three phases, allowing time between phases to make adjustments as needed. Each phase requires a separate funding application through the Arizona Department of Housing tax credit program. **(McClendon/Morrissey)**
- The existing building will eventually be demolished, though demolition could be delayed if the Fire Department uses the structure for training. The property will remain fenced, with security lighting added as appropriate for nearby neighbors. After demolition, the site would be cleared and secured. Once the building is removed, there would be little reason for anyone to enter the property, as current trespassing is because of the building itself. **(Watts/Morrissey)**
- The resource center will be constructed in Phase I. A site manager and maintenance technician will be onsite to help monitor the area, support residents, and ensure program activities are carried out. **(Smith/Morrissey)**
- The program offers Family Self-Sufficiency services, and about 20 percent of participating families typically enroll. A similar share is expected at the Vista Apartments, giving residents support to build skills, increase income, and work toward greater independence, including homeownership for some. The Mesa Heights area was noted as an example of how new housing and added resources can raise incomes and improve neighborhood conditions, leading parts of the area to no longer qualify as a revitalization zone. **(Smith/Morrissey)**
- The Yuma Police Department (YPD) enforces laws and operates a Crime Free Housing Program. HACY has partnered with YPD over the years by providing substations, including locations in the Mesa Heights and Magnolia neighborhoods, and recently completed walkthroughs to ensure compliance with the Crime Free Housing Program requirements. This partnership has been effective in those areas, and a similar relationship is anticipated for the new project. If crime issues do not improve through housing development and resident programs, additional measures, such as

enhanced security, may be considered, though that is not planned at this time. (**Mayor Nicholls/Morrissey**)

- HACY actively monitors such issues through resident reports, police reports, and regular inspections. When concerns arise such as unauthorized occupants, noise complaints, or suspected criminal activity, tenants are called in for a meeting with staff to discuss the situation and determine whether support services are needed. Families are typically given an opportunity to correct the behavior, but if problems continue, the Housing Authority may remove the family from the unit. (**Mayor Nicholls/Morrissey**)
- Most affordable housing residents are responsible community members and should not be categorized unfairly. The city has been actively addressing housing needs for several years, including participation in the Governor’s Housing and Resource Committee. A prior presentation showing more than 3,000 families lacking adequate housing was highlighted as a major concern. (**Mayor Nicholls**)
- The property is already zoned for apartments; the decision at hand is whether HACY should develop and manage it. Without HACY, the site could be developed by outside investors with less community connection, potentially leading to management and public safety issues. Continued engagement with neighborhood residents throughout the process is encouraged. (**Mayor Nicholls**)
- The clear explanation of the project is appreciated and helped address concerns. After hearing about plans for stronger community engagement and the potential positive impact on the area, the decision is made to vote in support of the project. (**McClendon**)

Motion (Morris/Watts): To adopt the Ordinances Consent Agenda as recommended.

Bushong displayed the following title(s):

Ordinance O2026-005

An ordinance of the City Council of the City of Yuma, Arizona, declaring a certain parcel of real property, hereafter described, surplus for use by the City, vacating the surplus 30 foot right-of-way easement to the abutting property owner upon the recording of a quitclaim deed, and authorizing an exchange of the surplus 30 foot right-of-way for the underlying fee title to the 40 foot right-of-way described in this ordinance (authorizing vacation of the north half-width of 42nd Street right-of-way in exchange for fee title to the west half of the Avenue 4½ E. right-of-way with Cha Cha, LLC) (Eng)

Ordinance O2026-006

An ordinance of the City Council of the City of Yuma, Arizona, approving certain transactions in connection with the acquisition, development and operation of an affordable housing apartment rental complex tentatively known as Vista Apartments (by the Housing Authority of the City of Yuma for property located at 221 E. 26th Place) (Cmty Dev/Nbhd and Econ Dev)

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

IV. INTRODUCTION OF ORDINANCES

Ordinance O2026-003 – Rezoning of Property: Southeast Corner of Michigan Avenue and 32nd Street (Rezone approximately 12,000 square feet, from the General Commercial (B-2) District to the Recreation Vehicle Subdivision (RVS) District) (Cmty Dev/Cmty Plng)

Motion (Smith/Watts): To continue Ordinance O2026-003 to a future agenda pursuant to the owners request. Voice vote: **approved** 6-0

Bushong displayed the following title(s):

Ordinance O2026-007

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 Limited Commercial/Bed & Breakfast Overlay/Infill Overlay (B-1/BB/IO) District to the Medium Density Residential/Bed & Breakfast Overlay/Infill Overlay (R-2/BB/IO) District, and amending the zoning map to conform with the rezoning (for approximately .16 acres located at 831 S. 2nd Avenue) (Cmty Dev/Cmty Plng)

Ordinance O2026-008

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/Infill Overlay (B-2/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District, and amending the zoning map to conform with the rezoning (for .15 acres located at 273 S. 8th Avenue) (Cmty Dev/Cmty Plng)

Ordinance O2026-010

An ordinance of the City Council of the City of Yuma, Arizona, regarding the Post-2026 Operational Guidelines for the Colorado River System and the Draft Environmental Impact Statement issued by the United States Bureau of Reclamation (authorize an easement on City property at 6060 E. 36th Street to Arizona Public Service) (Eng)

V. PUBLIC HEARING AND RELATED ITEMS

Resolution R2026-008 – Minor General Plan Amendment: Military Influence Area (Following a public hearing, approve the request to amend the City of Yuma General Plan to amend Map 2-4 to include the Influence Area for the Barry M. Goldwater Range and the Vicinity Boundary for the Marine Corps Air Station Yuma) (Cmty Dev/Cmty Plng)

Mayor Nicholls opened the public hearing at 7:12 p.m.

Albers presented the following information:

- This is a Minor General Plan Amendment requested by the City of Yuma, to amend Map 2-4 of the City of Yuma 2022 General Plan to include the identification of the Influence Area for the Barry M. Goldwater Range and the Vicinity Boundary for the Marine Corps Air Station Yuma (MCAS).
- House Bill 2548 – military installations and general plans
 - Ensure compatibility of land uses in proximity to military installations
 - Listing of military installation in General Plan
 - * Barry M. Goldwater Range
- Military Influence Areas:
 - Two-mile buffer from boundary of installations
 - Identify in General Plan
- Territory in the vicinity of a military airport – A.R.S. §28-8481
 - North-five miles, South-five miles, West-five miles and East-10 miles from main runway
- Expanded Notification for these areas

Motion (Morris/McClendon): To close the Public Hearing. Voice vote: **approved** 6-0. The Public Hearing closed at 7:16 p.m.

Discussion

- This change helps the General Plan match what the law already says. The law requires us to let MCAS Yuma know anytime there is a rezoning request in the buffer area. We already do this, and it is already shown on the map. Thus, nothing about our current process is changing. (**Mayor Nicholls/Albers**)
- This did not create any new restrictions. It only identifies the influence area, so the public is aware that the facility is nearby. It also confirms that MCAS Yuma is notified about any activities happening in that area. (**Mayor Nicholls/Albers**)
- As with other projects, MCAS Yuma may comment on projects that come forward to them, and this is to ensure they are notified of those. (**Morris/Albers**)

Motion (Smith/Morris): to adopt Resolution R2026-008.

Bushong displayed the following title(s):

Resolution R2026-008

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to amend Map 2-4 to identify the Military Influence Area for the Barry M. Goldwater Range and the vicinity boundary for the Marine Corps Air Station Yuma (to implement amendments to Arizona Revised Statutes as required by House Bill 2548) (Cmty Dev/Cmty Plng)

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

Resolution R2026-009 – Major General Plan Amendment: Tillman Estates Unit No.4 (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Industrial, Suburban Density Residential and Low Density Residential to Suburban Density Residential and Low Density Residential, for the property located at the northeast corner of 40th Street and 5¼ E.) (Cmty Dev/Cmty Plng)

Mayor Nicholls opened the public hearing at 7:20 p.m.

Peterson presented the following information:

- This is a Major General Plan Amendment request by Robert Woodman, on behalf of Fred Lee Tillman, to change the land use designation from Industrial, Suburban Density Residential and Low Density Residential to Suburban Density Residential and Low Density Residential for the property located at the northeast corner of 40th Street and 5¼ E.
- Area: Approximately 36.24 acres currently in the Agriculture and Low Density Residential zoning District
- Surrounding Land Uses:
 - North: Industrial
 - South: Rural Density Residential
 - East: Industrial/Suburban Density Residential/Low Density Residential
 - West: Industrial

- Development Potential:
 - Pursue a rezone of approximately 8.6 acres to Low Density Residential (R-1-12) and approximately 27.64 acres to the Suburban Ranch (SR-1) for the development of 32 single-family dwellings.
- Property owners within 660 feet were notified of the request and a neighborhood meeting was held on site on October 2, 2025.
 - Several neighbors attended the meeting, some emailed or called for more information and were not in opposition to the request.
 - Some neighbors were concerned about future traffic conditions.
 - One neighbor provided a letter in opposition to the request.
- On July 11, 2025, MCAS Yuma provided a determination of compatibility approving the proposed development.
- On January 12, 2026, the Planning and Zoning Commission recommended approval of this request.

Motion (McClendon/Smith): To close the Public Hearing. Voice vote: **approved** 6-0. The Public Hearing closed at 7:22 p.m.

Discussion

- A potential high-density project was previously reviewed, and this low-density proposal helps create a healthy mix of development types for the City's future. This proposal appears to fit well within the surrounding neighborhood. **(Morris)**
- The larger three-quarter section of the project will consist of suburban density residential lots ranging from approximately one to nearly five acres. The existing industrial area within the boundary will not face restrictions from the residential portion. However, any future changes to industrial uses will require a review process due to their proximity to residential development. **(Mayor Nicholls/Peterson)**
- The property owner did not attend the public meeting, but neighbors to the west did participate and one of those neighbors, a residential property owner, had submitted a letter of opposition. After hearing the details of the proposed development, many of the concerns appeared to be addressed. **(Mayor Nicholls/Peterson)**

Motion **(Morris/Smith)**: to adopt Resolution R2026-009.

Bushong displayed the following title(s):

Resolution R2026-009

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to change the land use designation of approximately 36.24 acres located at the Northeast Corner of 40th Street and 5^{1/4}E. from Industrial, Suburban Density Residential and Low Density Residential to Suburban Density Residential and Low Density Residential (rezone of approximately 8.6 acres to Low Density Residential (R-1-12) and approximately 27.64 acres to the Suburban Ranch (SR-1) for the development of 32 single-family dwellings) (Cmty Dev/Cmty Plng)

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

VI. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Appointments

Motion (Smith/Watts): To correct the term expiration for Pat Riley, Sr., on the Yuma Library Board of Trustees, originally appointed at the February 4, 2026, City Council meeting, to reflect a term expiration of June 30, 2029. Voice vote: **approved** 6-0.

Announcements

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

- Yuma Wellness and Care Fair 2026 hosted by Onvida Health and the Yuma Sun
- Redondo Dinner and Auction Fundraiser
- Yuma Catholic High School Youth Government Program
- Registered Nurse Advocacy Day & Nurse Day at the Capitol
- 81st Annual Yuma Silver Spur Rodeo
- National Association for the Advancement of Colored People (NAACP) Monthly Meeting
- Community Development Block Grant (CDBG) Advisory Committee Meeting
- Yuma Art Center's 2026 Dinner Theater
- Arizona Defense Communities Alliance Meeting
- Arizona League of Cities and Towns Executive Committee Meeting
- Arizona Space Commission Meeting
- United States Government Under Secretary of the Department of Agriculture Dinner
- Yuma Crossing National Heritage Area Board Meeting

Scheduling

Motion (Watts/Smith): To cancel the City Council Worksession, scheduled for March 17, 2026, so that City Council may attend Legislative Day at the Capitol, with an agenda being posted in accordance with State law.

Voice vote: **approved** 6-0.

VII. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- February 24 – Road to 250: Arizona Traveling Museum
- February 28 – BBQ and Brew Festival 2026
- February 21 – Fiesta De 5K and 10K
- February 20 – March 28 – Smithsonian Exhibition “Spark! Places of Innovation”

VIII. CALL TO THE PUBLIC

Henry Valenzuela, City resident, raised concerns about statements linking proposed state tax cuts to reduced public safety funding. He noted that the presentation focused on law enforcement impacts while not addressing existing staffing and funding challenges in police and fire services. He stated that describing tax changes as a threat to public safety is misleading given the broader scope of the general fund and characterized the message as a political scare tactic. He also noted that other general-fund programs were not mentioned as potential areas for cuts.

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 7:41 p.m. No further Executive Session was held.

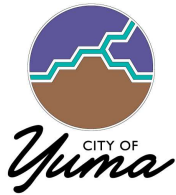
Janet L. Pierson, Acting City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2026-065

Agenda Date: 4/15/2026

Agenda #: 1.

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

TITLE:

Cooperative Purchase Agreement: Two Ambulances

SUMMARY RECOMMENDATION:

Authorize the purchase of two ambulances, utilizing the cooperative purchase agreement issued by the Houston-Galveston Area Council (HGAC) for an estimated amount of \$745,392.23 (including tax) to Republic EVS, Huntington Beach, California. (Fire-CPA-26-278) (John Louser/Robin R. Wilson)

STRATEGIC OUTCOME:

This action supports the City Council's strategic outcome of Safe and Prosperous by ensuring the delivery of reliable and timely emergency medical services through the replacement of aging ambulances, the continued maintenance of operational readiness, and the utilization of a cooperative purchase agreement to promote cost-effectiveness and efficiency in the use of the City's public funds.

REPORT:

Existing units are nine years old and have exceeded their practical service life due to age and high mileage. As a result, they require increasingly frequent maintenance and repairs, leading to greater downtime and reduced operational readiness. Replacing these vehicles will improve fleet reliability, reduce service interruptions, and help ensure continued compliance with the Certificate of Necessity (CON). Purchasing two new ambulance units will allow the department to shift the units to reserve status and move two current reserve units to surplus.

The replacement cycle is nine years based on the City's CON with the Department of Health Services. Build time is two years after receipt of order.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 745,932.23	BUDGETED:	\$ 746,000.00
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	\$ 745,392.23	Equipment Replacement Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget to make this purchase. Cash will be encumbered, reserved the City’s investment pool and carried forward to future years’ budgets until the unit is received.

ADDITIONAL INFORMATION:

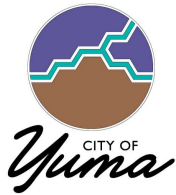
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



City of Yuma

City Council Report

File #: MC 2026-066

Agenda Date: 4/15/2026

Agenda #: 2.

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

TITLE:

Cooperative Purchase Agreement: 100' Ladder Truck

SUMMARY RECOMMENDATION:

Authorize the purchase of one 100' rear mounted platform, utilizing the Cooperative Contract Purchase Agreement originating from the Houston-Galveston Area Council, at the cost of \$2,414,065.39, to Hughes Fire Equipment, Inc., Appleton, Wisconsin. (Fire-CPA-26-280) (John Louser/Robin R. Wilson).

STRATEGIC OUTCOME:

This action supports the City Council's Safe and Prosperous strategic outcome by replacing the City's current 100 foot ladder truck, ensuring the Fire Department has the resources needed to best serve the community.

REPORT:

The City's current 100' ladder truck, manufactured in 2014, has served as a critical frontline resource and consistent with the typical 15-year frontline service life for specialty fire trucks. The unit will have reached the end of its operational lifespan by the time the replacement ladder truck is delivered. The new ladder truck preserves essential aerial firefighting, rescue, ventilation, and elevated access capabilities necessary for effective response to multistory structures, commercial properties, and other complex emergency incidents. It also addresses the challenges of an aging fleet and reduces operational risks and service disruptions, ensuring the Fire Department can continue delivering safe, reliable, and effective emergency services.

Due to the specialized nature of ladder-truck manufacturing, current production lead times range from 46 to 51 months. Initiating the purchase at this time it is necessary to account for these extended timelines, ensure continuity of aerial response capabilities, and reduce the risk of service gaps should the existing unit experience mechanical failure or prolonged downtime. Upon delivery of the new ladder truck, the 2014 apparatus will transition to reserve status.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 2,414,065.39	BUDGETED:	2,415,000.00
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	\$ 2,414,065.39	Equipment Replacement Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget. Funding will be encumbered, reserved in the City’s investment pool and carried forward to future years’ budgets until the unit is received.

ADDITIONAL INFORMATION:

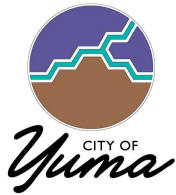
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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- City Clerk’s Office
- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



City of Yuma

City Council Report

File #: MC 2026-067

Agenda Date: 4/15/2026

Agenda #: 3.

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

TITLE:

Contract Increase: Arizona Department of Transportation-Shared-Use Pathway

SUMMARY RECOMMENDATION:

Authorize a contract increase to the Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the construction of the Shared-Use Pathway East Wetland Park to Pacific Avenue Project. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Active and Appealing, and Connected and Engaged. The Shared-Use Pathway East Wetland Park to Pacific Avenue project will provide connection of East Wetlands Park to the Pacific Avenue Complex (PAAC) improving and promoting non-motorized travel.

REPORT:

The proposed project is to construct a shared-use pathway connecting the existing shared-use pathway in East Wetlands Park to the paved end of Pacific Avenue at the PAAC. The shared-use pathways on both sides of 1st Street would facilitate non-motorized travel that is buffered from vehicular traffic on 1st Street, thereby improving safety.

On June 5th, 2024, City Council approved the IGA with ADOT for the construction of this Federal-aid project subject to a 94.3%/5.7% split. The Federal funding (94.3%) for the construction of this project was \$284,156.00 with a local match (5.7%) of \$17,176.00 for a total construction cost of \$301,332.00.

After design completion, the new construction cost for this project is \$519,899.00, for a cost increase of \$218,567.00. Per IGA 24-0009594-I, the local agency is responsible for paying the difference prior to ADOT bid advertisement.

The contract increase for the construction of this project will be for a total of **\$218,567.00**.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 235,743.00	BUDGETED:	\$ 11,514.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 218,567.00
FEDERAL FUNDS:	\$ 190,486.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 519,899.00	198-Grant 102 City Road Tax	

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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- Document to be recorded
- Document to be codified

Acting City Administrator: John D. Simonton	Date: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026

RESOLUTION NO. R2024-025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR
THE DESIGN AND CONSTRUCTION OF SHARED-USE PATHWAY EAST
WETLAND PARK TO PACIFIC AVENUE**

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

WHEREAS, a public need exists for the Shared-Use Pathway East Wetland Park to Pacific Avenue, hereafter referred to as the "Project;" and,

WHEREAS, Federal Aid funding using the ADOT Carbon Reduction Program (CRP) is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

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

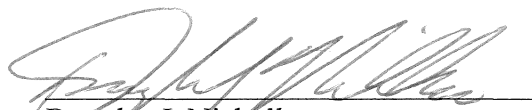
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the construction of the Project is approved.

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

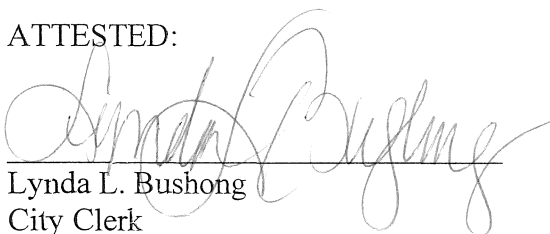
Adopted this 5th day of June, 2024.

APPROVED:




Douglas J. Nicholls
Mayor

ATTESTED:



Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney

ADOT CAR No.: IGA 24-0009594-I
AG Contract No.: P0012024000496
Project Location/Name: Shared-Use
Pathway East Wetland Park - Pacific Ave
Type of Work: Shared-Use Pathway
Federal-aid No.: CRP -YUM-0(229)T
ADOT Project No.: T0545 01D/01C
TIP/STIP No.: YU24-03D/YU24-03C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

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

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of construction of a shared-use pathway connecting the existing shared-use pathway in East Wetlands Park to the paved end of Pacific Avenue at the Pacific Avenue Athletic Complex, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$331,332, which includes federal aid and the Local Agency's match. The Local Agency will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$30,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.
 - c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.

- d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$17,176. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
 - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final

acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.

- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$17,716, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of,

or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

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

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

For Agreement Administration:

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

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

For Project Administration:

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

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

For Financial Administration:

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

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

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

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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

CITY OF YUMA

By _____ Date _____
JOHN D. SIMONTON
Acting City Administrator

ATTEST:

By _____ Date _____
LYNDA L. BUSHONG
City Clerk

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

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

By _____ Date _____
RICHARD W. FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012024000496 (ADOT IGA 24-0009594-I), an Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A
Cost Estimate

T0545 01D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Local Agency's costs @ 100%	\$ 30,000
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Construction:*

Federal-aid funds @ 94.3%	\$ 284,156
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Local Agency's match @ 5.7%	17,176
	<hr/>

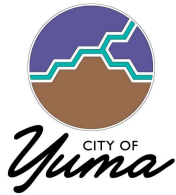
Subtotal - Construction	\$ 301,332
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Estimated TOTAL Project Cost	\$ 331,332
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Total Estimated Local Agency Funds	\$ 47,176
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Total Federal Funds	\$ 284,156
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* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



City of Yuma

City Council Report

File #: MC 2026-068

Agenda Date: 4/15/2026

Agenda #: 4.

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

TITLE:

Contract Award: Professional Engineering Design Services-Pavement Replacement

SUMMARY RECOMMENDATION:

Authorize an engineering design services contract for Pavement Replacement on 40th Street from Arizona Avenue to Avenue A utilizing the Professional Engineering Services On-Call contract at an expenditure of \$168,275.00 to Nicklaus Engineering Inc., Yuma, Arizona. (Engineering-RFQ-26-110) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This project supports the City Council’s strategic outcome of Safe and Prosperous by designing the necessary road improvements along 40th Street from Arizona Avenue to Avenue A. This project will improve and extend the life of the City’s road system infrastructure, safety and traffic operations.

REPORT:

On February 18, 2026, City Council awarded the Request for Qualification (RFQ) on a Delivery Order basis to eight professional engineers for services to provide various civil engineering services, planning, design and construction support.

This project’s focus is to deliver a design to widen 40th Street to a three-lane section throughout the project corridor, including bike lanes in both directions from 4th Avenue to Arizona Avenue, and a 10-foot-wide multi-use pathway along the north side between Avenue A and 4th Avenue. The pathway will connect to the existing 4th Avenue pathway. It will also include design plans for a Pedestrian Hybrid Beacon (HAWK) crossing in accordance with Manual on Uniform Traffic Control Devices requirements, including signal heads, pedestrian indications, accessible pedestrian signals, signing, striping, and coordination with existing traffic control devices.

Design services are projected to start by April 2026 and be completed by October 2026.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$168,275.00	BUDGETED:	\$ 100,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 68,275.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$168,275.00	City Road Tax Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget to enter this contract. When actual costs differ from the original budget estimates within the City Road Tax Fund projects, available budget capacity from within the City Road Tax Fund is available to be reallocated. This ensures that there will be no impact on the Capital Improvement Plan or ongoing operations.

ADDITIONAL INFORMATION:

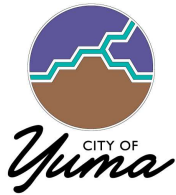
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



City of Yuma

City Council Report

File #: MC 2026-069

Agenda Date: 4/15/2026

Agenda #: 5.

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

TITLE:

Contract Increase: Arizona Department of Transportation-Bus Pull-Outs

SUMMARY RECOMMENDATION:

Authorize a contract increase to the Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for the design and construction of the Bus Pull-Outs on Avenue A at 16th Street. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Active and Appealing, and Connected and Engaged. The Bus Pull-Outs, Avenue A at 16th Street project will benefit the community by reducing the risk of traffic collisions and pedestrian exposure along with providing a safe space for bus patrons and shelters.

REPORT:

The proposed project is to design and construct two, far-sided bus pull-outs on Avenue A at 16th Street with an ADA compliant sidewalk per MAG Standard Detail 252.

On June 5th, 2024, City Council approved the IGA with ADOT for the construction of this Federal-aid project subject to a 94.3%/5.7% split. The Federal funding (94.3%) for the construction of this project was \$190,486.00 with a local match of (5.7%) of \$11,514.00 for a total construction cost of \$202,000.00.

After design completion, the new construction cost for this project is \$327,068.00, for a cost increase of \$125,068.00. The terms of the IGA require the local agency pay any amounts that exceed the \$202,000.00 prior to ADOT bid advertisement.

The contract increase for the construction of this project will be for a total of **\$125,068.00**.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 136,582.00	BUDGETED:	\$ 11,514.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 125,068.00
FEDERAL FUNDS:	\$ 190,486.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP: BUS-0001	
TOTAL	\$ 327,068.00	198-Grant 102-City Road Tax	

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: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026

RESOLUTION NO. R2024-024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE
CONSTRUCTION OF BUS PULL-OUTS, AVENUE A AT 16TH STREET PROJECT**

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

WHEREAS, a public need exists for Bus Pull-Outs at Avenue A and 16th Street hereafter referred to as the "Project;" and,

WHEREAS, Federal Aid funding using the ADOT Carbon Reduction Program is available for the Project through the Yuma Metropolitan Planning Organization (YMPO); and,

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

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

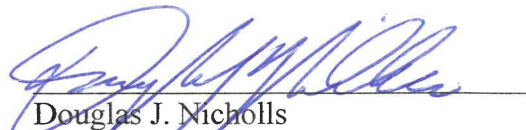
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma follows:

SECTION 1: The Intergovernmental Agreement between ADOT and the City for the construction of the Project is approved.

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

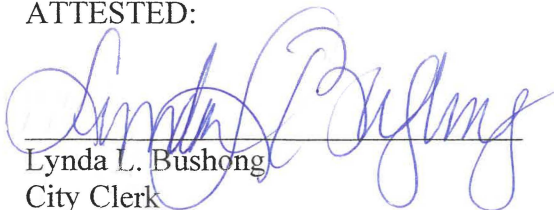
Adopted this 5th day of June, 2024.

APPROVED:



Douglas J. Nicholls
Mayor

ATTESTED:



Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:



Richard W. Files
City Attorney

ADOT CAR No.: IGA 24-0009589-I
AG Contract No.: P0012024000534
Project Location/Name: Bus Pull-Outs -
Avenue A at 16th Street
Type of Work: Construct Bus Pull-Outs
Federal-aid No.: CRP -YUM-0(230)T
ADOT Project No.: T0542 01D/01C
TIP/STIP No.: YU24-02D/YU24-02C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AGREEMENT ("Agreement") is entered into this date June 11, 2024, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of construction of two bus pull-outs at the northeast and southwest corner at Avenue A and 16th Street intersection per Maricopa Association of Governments (MAG) Standard Detail 252. The Project will include a sidewalk along the bus pull-outs that are Americans with Disabilities Act (ADA) compliant, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$232,000, which includes federal aid and the Local Agency's match. The Local Agency will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

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

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$30,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.
 - c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify

projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.

- d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$11,514. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
 - h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$30,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.

- d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$11,514, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way,

as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.
- n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss,

cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

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

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

For Agreement Administration:

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

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

For Project Administration:

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

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

For Financial Administration:

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

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


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

Remainder of this page is intentionally left blank.

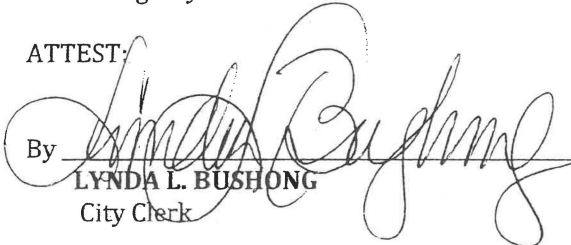
(Signatures begin on the next page)

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

CITY OF YUMA

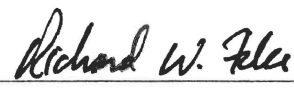
By  Date 6/10/2024
JOHN D. SIMONTON
Acting City Administrator

ATTEST:

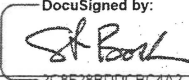
By  Date 6.10.2024
LYNDA L. BUSHONG
City Clerk

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

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

By  Date 6-10-2024
RICHARD W. FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By _____ Date 6/11/2024
2C8F28BDDCB4AZ...
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012024000534 (ADOT IGA 24-0009589-I), an Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

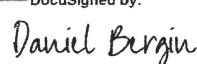
DocuSigned by:

By _____ Date 6/11/2024
8D318FBECFEB476...
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0542 01D/01C**

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Local Agency's costs @ 100%	\$ 30,000
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Construction:*

Federal-aid funds @ 94.3%	\$ 190,486
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Local Agency's match @ 5.7%	11,514
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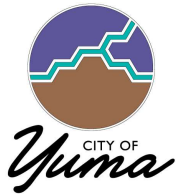
Subtotal - Construction	\$ 202,000
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Estimated TOTAL Project Cost	\$ 232,000
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Total Estimated Local Agency Funds	\$ 41,514
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Total Federal Funds	\$ 190,486
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* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



City of Yuma

City Council Report

File #: MC 2026-070

Agenda Date: 4/15/2026

Agenda #: 6.

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

TITLE:
Ratification: Record & Playback Systems

SUMMARY RECOMMENDATION:
 Ratify and approve the purchase of HigherGround recording hardware, software, and maintenance service from vendor Commercial Electronics Corporation, San Antonio, Texas and authorize utilization of a Cooperative Purchase Agreement, for a combined expenditure of \$128,514.18. (IT-CPA-26-270) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:
 This item supports the City Council's strategic outcome of Connected and Engaged and Safe and Prosperous by providing software and equipment that delivers data encryption, access to timely and accurate information for analytics, and decision solutions for public safety communications.

REPORT:
 Ratification is requested for a one-time hardware and software purchase for the City's Emergency Dispatch Backup Center in the amount of \$37,825.72. This purchase will bring FY26 total expenditures with Commercial Electronics over the \$100,000 threshold.

All past purchases below the \$100,000 threshold were completed under a Sole Source authorization, as Commercial Electronics Corporation is the sole authorized service provider for the maintenance and sale of HigherGround recording hardware and software systems. The City currently incurs an annual service cost of \$14,162.00 for HigherGround voice logging services.

Authorization is also requested to begin utilizing a cooperative purchase agreement for ongoing maintenance and support of the HigherGround software and equipment through Commercial Electronics Corporation. Use of the cooperative agreement will ensure competitive pricing, streamlined procurement, and uninterrupted access to this mission-critical system for recording and managing 911 and public safety communications.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 128,514.18	BUDGETED:	\$130,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00

OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:
TOTAL	\$ 128,514.18	General and Public Safety Tax Funds

FISCAL IMPACT STATEMENT:

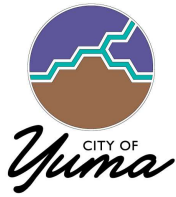
Sufficient budget capacity is provided in the FY 2026 City Council approved budget to approve this purchase.

ADDITIONAL INFORMATION:

NONE

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

Acting City Administrator: John D. Simonton	Date: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



City of Yuma

City Council Report

File #: MC 2026-071

Agenda Date: 4/15/2026

Agenda #: 7.

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

TITLE:

Request for Qualifications Award: Residential Standard Plans Development

SUMMARY RECOMMENDATION:

Authorize a professional services contract for the development of Residential Standard Plans, including accessory dwelling units (ADUs), single-family homes, duplexes, and triplexes, for a total cost of \$150,260.00 to Thompson Design, Yuma, Arizona. (RFQ-26-203 Community Development) (Alyssa Linville/Robin R. Wilson)

STRATEGIC OUTCOME:

Providing pre-approved residential standard plans aligns with the City Council’s strategic goals of fostering a Respected, Responsible, Active, and Appealing community. This approach ensures adherence to state regulations, encourages efficient and transparent development practices, and increases access to diverse, high-quality housing options that help create vibrant, livable neighborhoods.

REPORT:

The State of Arizona recently adopted legislation requiring municipalities to make available a series of pre-approved residential standard plans to the public. These plans must include a range of housing types, including ADUs, single-family homes, duplexes, and triplexes, with the intent of streamlining the permitting process, reducing development costs, and increasing housing availability.

To comply with this requirement and proactively support housing development within the community, the City issued a Request for Qualifications (RFQ) to solicit responses from qualified firms with experience in residential design, plan standardization, and municipal permitting processes.

An evaluation committee composed of City staff reviewed and scored the submitted statements of qualifications using the established RFQ criteria. Firms were evaluated based on their relevant experience, project understanding, technical approach, and ability to deliver high-quality, code-compliant plans suitable for public use.

The City received responses from two qualified firms. Following evaluation and ranking, Thompson Design was identified as the most qualified firm based on their demonstrated experience in residential design, familiarity with Arizona building codes, and ability to develop user-friendly, pre-approved plan sets that align with State requirements and local development standards.

The proposed scope of work includes the preparation of a comprehensive suite of residential standard plans, coordination with City staff to ensure compliance with local codes and ordinances, and delivery of final plan sets that can be made available to the public for streamlined permitting.

Approval of this contract will allow the City to meet State legislative requirements while also advancing local housing goals by reducing barriers to residential development and providing efficient, cost-effective design solutions to the community.

This project is anticipated to include participation from other jurisdictions that have expressed interest in utilizing the residential standard plans. As a result, the total project cost is expected to be shared among participating agencies. Each participating jurisdiction will be responsible for reimbursing the City for its proportionate share of the contract award, with cost allocation based on population. This collaborative approach will help reduce overall costs to the City while promoting regional consistency and efficiency in residential plan development.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$150,260.00	BUDGETED:	\$150,260.00
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	Community Planning Professional Services augmented Administrative Contingency as needed	

FISCAL IMPACT STATEMENT:

The total project cost is budgeted at \$150,260; however, a significant portion of these costs is anticipated to be offset through reimbursement agreements with partner jurisdictions that have expressed interest in utilizing the residential standard plans. These partner agencies will reimburse the City for their proportionate share of the project, resulting in a reduced net fiscal impact to the City. The project will be implemented over two fiscal years, with accessory dwelling units (ADUs) and single-family home plans completed in FY2025-2026, and duplex and triplex plans completed in FY2026-2027, allowing costs to be distributed across multiple budget cycles.

ADDITIONAL INFORMATION:

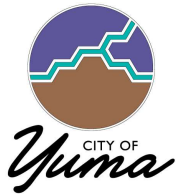
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



City of Yuma

City Council Report

File #: R2026-014

Agenda Date: 4/15/2026

Agenda #: 1.

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

TITLE:
Intergovernmental Agreement: Yuma Elementary School District One

SUMMARY RECOMMENDATION:
 Authorize the City Administrator to execute an intergovernmental agreement (IGA) with Yuma Elementary School District One for the operation and maintenance of eight solar-powered speed flashing beacons (Speed Beacons) located in the right-of-way. (Engineering Department) (Dave Wostenberg)

STRATEGIC OUTCOME:
 This action supports the City Council’s strategic outcomes of Safe and Prosperous and Respected and Responsible by collaborating with the Yuma Elementary School District One to operate and maintain the Speed Beacons located in the right-of-way.

REPORT:
 This IGA outlines the terms and conditions between the City of Yuma and Yuma Elementary School District One.

Yuma Elementary School District One has agreed to assume responsibility for the operation and maintenance of the Speed Beacons located at the 24th Street corridor between College Avenue and 9E Avenue and at the 6E Avenue corridor between 44th Street and 46th Street, ensuring they remain in proper working condition. The IGA requires Yuma Elementary School District One to provide liability insurance and indemnification to the City for any claims arising from the use of the Speed Beacons.

Approval of this item will begin with the IGA, enabling Yuma Elementary School District One to take responsibility for the ongoing operation and maintenance of the beacons.

FISCAL REQUIREMENTS:

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

TOTAL	\$ 0.00	-
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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: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026

RESOLUTION NO. R2026-014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT WITH YUMA ELEMENTARY SCHOOL DISTRICT ONE
FOR THE INSTALLATION AND MAINTENANCE OF SPEED BEACONS**

WHEREAS, the City of Yuma (“City”) and the Yuma Elementary School District One (“District”) are authorized by A.R.S. § 11-952 *et seq.* to enter into intergovernmental agreements (IGA) for the joint exercise of any power common to the contracting parties; and,

WHEREAS, the District desires to use certain parts of the City’s right of way for the installation, operation, and maintenance of variable speed flashing beacons (“Speed Beacons”) to increase driver awareness as students are using crosswalks proximate to District schools; and,

WHEREAS, the City is willing to install up to eight (8) Speed Beacons and the District is willing to operate and maintain the Speed Beacons under the terms and conditions of the IGA attached.

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

SECTION 1: The attached IGA is approved in accordance with its terms.

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

Adopted this ____ day of April, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTEST:

Janet L. Pierson
Acting City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA
AND YUMA ELEMENTARY SCHOOL DISTRICT ONE**

This intergovernmental agreement (“Agreement”) is entered into on this ____ day of _____, 2026, (“Effective Date”) by and between the Yuma Elementary School District ONE (“District”) and the City of Yuma (“City”), an Arizona municipal corporation. The District and the City are sometimes hereafter referred to individually as the “Party” and collectively as the “Parties.”

WHEREAS, the District and the City are authorized by A.R.S. § 11-952 *et. seq.* and the City is also authorized and empowered pursuant to Article III, Section 13, of the Yuma City Charter and the District is also authorized through A.R.S. § 15-342.13, to enter into agreements for the joint exercise of any power common to the contracting Parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the District desires to use certain parts of the City’s right-of-way for the installation, operation, and maintenance of variable speed flashing beacons (“Speed Beacons”) to increase driver awareness as students are using crosswalks proximate to District schools; and,

WHEREAS, the City is willing to install the Speed Beacons and is willing to allow the District to operate, and maintain the Speed Beacons in the right-of-way;

NOW, THEREFORE, the Parties agree as follows:

1. **Use of Right-of-Way.** Subject to the conditions set forth in this Agreement, the District may use certain portions of the City right-of-way, in substantially the same or similar location as described in **Exhibit A** attached and incorporated into this Agreement by reference (the “Properties”), for the sole purpose of the operation, and maintenance of one (1) Speed Beacon at each of the street locations identified on **Exhibit A**, for a total of eight (8) Speed Beacons. This Agreement shall not act as a bar or in any respect prevent the City from imposing lawful conditions related to other activities by the District, or prevent the City from requiring additional authorizations, or compensation, in connection with the use and occupancy of the rights-of-way for other purposes other than those expressly authorized under this Agreement, whether such uses involves the same Speed Beacons or facilities in addition to the Speed Beacons.

This Agreement does not allow or authorize the District to install, maintain, or operate Speed Beacons upon, along or on any other portion of the City’s present or future rights-of-way not specifically set forth in this Agreement without the Parties’ express agreement to extend this Agreement as evidenced by a separate writing entered into by the Parties. This Agreement also does not eliminate any obligations of the District to obtain any permits or other authorizations as lawfully may be required to install, maintain, or operate the Speed Beacons or to perform work in the public rights-of-way. The City shall not be liable to the District should the City construct the Speed Beacons pursuant to this Agreement, or any other permits or authorizations granted by the City, in an area over which the City has erroneously

exercised jurisdiction.

2. **Installation.** The City shall, at its sole cost and expense, acquire and install the Speed Beacons pursuant to the manufacturer's requirements. The City shall warranty the installation of any of the eight (8) Speed Beacons the City installs for a period of one-year from the date of installation and, notwithstanding the District's maintenance obligations as set forth in Section 3 below, the City shall own the Speed Beacons installed by the City.
3. **Maintenance/Inspection.** The District shall, at its sole cost and expense, maintain the Speed Beacons in accordance with the manufacturer's recommendations and the most current edition of the Manual on uniform Traffic Control Devices ("MUTCD"). The District shall not permit the Speed Beacons to fall into any disrepair or become a visual blight. In addition to any regular maintenance performed by the District, the District shall inspect each Speed Beacon to ensure it is operating in accordance with the manufacturer's recommendations and the MUTCD at least once each year this Agreement is in effect. The District shall submit a report summarizing the inspection's findings and results to the City Traffic Engineer within thirty (30) days after each inspection.
4. **Operation.** The District shall, at its sole cost, operate the Speed Beacons. The District shall program the Speed Beacons such that the Speed Beacons only operate (i) for those Speed Beacons serving the Yuma School District ONE schools on weekdays when the Yuma School District ONE schools are in session as set forth on each District's or School's school year calendar available www.yuma.org, and (ii) thirty (30) minutes before the start of school, and ten (10) minutes after start of school, and ten (10) minutes before students are released from school and thirty (30) minutes after students are released from school.
5. **Term.** This Agreement shall be effective as of the Effective Date set forth above and shall remain in full force and effect for five (5) years ("Initial Term") from the Effective Date, unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive five-year terms (each a "Renewal Term") unless either Party provides at thirty (30) days written notice of termination to the other Party before the expiration of the Initial Term or the Agreement is terminated as otherwise provided in this Agreement.
6. **Termination.** Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. The City, at its sole cost, shall be responsible for the removal of the Speed Beacons upon the termination of this Agreement if the City chooses to remove them. If the City chooses not to remove the Speed Beacons, the City shall assume responsibility for the maintenance, inspection, and operation of the Speed Beacons from the District. If the City removes the Speed Beacons, it shall likewise be responsible for repairing any damage to the Properties caused by the installation, use, or removal of the Speed Beacons. If either Party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate

the funds necessary for performance, then either Party may provide written notice of this to the other Party and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of both Parties. The Parties have set forth herein the terms upon which property shall be disposed of upon termination.

7. **Damage.** All public and private property damaged or disturbed by the District's activities shall be promptly repaired, replaced, and/or restored by the District at the District's sole expense to as good a condition as before such damage or disturbance and to the City's reasonable satisfaction. If the District fails to comply with this requirement, and such failure continues for thirty (30) days after the City's written notice to the District of such failure to comply, the City shall have the option to perform or cause to be performed such reasonable and necessary work and charge the District for the actual cost incurred by the City. Upon receipt of a demand for payment by the City, the District shall reimburse the City for such costs within thirty (30) days.
8. **Non-Interference.** The District's use of the Properties shall not infringe, impair, or interfere with any other use of the rights-of-way.
9. **Indemnification.** To the fullest extent permitted by law, and to the extent of policy limits in place as of the Effective Date under the District's blanket policy, the District shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, and court costs) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions of the District, its officers, officials, employees, agents, contractors, volunteers, students, or parents or guardians of students in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.
10. **Insurance.** Before the commencement of this Agreement, the District shall carry public liability and property insurance whose limits of liability shall be at least one million dollars (\$1,000,000.00) per occurrence, and at least five million dollars (\$5,000,000.00) general aggregate for the duration of this Agreement. The policy shall include bodily injury, property damage, personal injury or death claims, and broad form contractual liability, and shall name and endorse the City, and its officials, officers, employees, and agents as additional insureds and include an endorsed waiver of subrogation in favor of the City. The policy required under this Section shall be written on an occurrence basis, and shall be, or endorsed to be, a primary, non-contributory insurance policy and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein. All insurance policies are subject to approval by the City. It is expressly provided that the Certificates of Insurance and required endorsements are a condition precedent and this Agreement shall not be in effect until such Certificates and required endorsements have been received by the City. If

the policy or policies are cancelled, materially reduced, or not renewed; the insurance company shall provide an unqualified thirty (30) days written notice to the City prior to the effective date of such cancellation or termination. If a renewal Certificate is not sent to the City within said time, this Agreement shall automatically terminate without further notice to the District. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. A “blanket” insurance policy carried by the District shall be acceptable as the insurance required by this section so long as the amount of insurance coverage required by this section is not in any way diminished by use of the blanket policy.

Each Party understands and agrees that its employees, agents, and directors, are not serving as (i) employees or (ii) under the jurisdiction or control of the other Party in any manner and therefore are not entitled to the benefits of the other Party including, but not necessarily limited to, any industrial benefit coverages, including Workers’ Compensation coverages or either Party’s retirement or employment benefits. The Parties also acknowledge that any injury its respective employees, agents, or directors sustain in the performance of this Agreement will not be eligible for industrial benefits provided by the other Party and any necessary treatment will be the employing Party’s, or the employing Party’s, sole responsibility.

11. **Entire Agreement.** This instrument contains the entire agreement between the Parties with respect to the subject matter contained in it and supersedes all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by all of the Parties.
12. **Assignment.** No right or interest in this Agreement shall be assigned by the District without prior, written permission of the City, signed by the City Administrator. Any attempted assignment by the District in violation of this provision shall be a breach of this Agreement by the District. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
13. **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.
14. **No Partnership.** Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties and neither Party shall be deemed the principal, agent, officer, or member of the other.
15. **Rights/Obligations of Parties Only.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.
16. **Choice of Law/Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action to enforce any provision of this

Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

17. **Attorney Fees and Costs.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and/or collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
18. **Records.** Each Party shall keep and maintain records pertaining to the exercise of this Agreement for no less than five (5) years.
19. **Conflict of Interest.** The Agreement is subject to the conflict of interest and cancellation provision of the A.R.S. § 38-511, as amended, the provision of which are incorporated herein.
20. **Remedies.** If either Party breaches or defaults on this Agreement the other Party is entitled to exercise legal and equitable rights and remedies. The defaulting Party shall be given written notice and an opportunity to cure the default. In no event shall the time to cure exceed thirty (30) days after receipt of notice, however, if the default takes longer than thirty (30) days to cure, the defaulting Party will not be deemed to be in default if the defaulting Party has begun the cure and diligently prosecutes the cure to completion.
21. **Employment Eligibility.** To the extent applicable under A.R.S. § 41-4401, the Parties hereby warrant, and represent to each other, that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 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.
22. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and received if (A) personally delivered to the undersigned representatives listed below at the addresses set forth below; (B) three (3) days after it is deposited in the U.S. Mail, postage prepaid, certified, return receipt requested, to the addresses set forth below; or (C) prepaid and given to a recognized and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

If a copy of a notice is also given to a Party's counsel or other authorized recipient, the notice is deemed to have been received on the date on which the undersigned representative received the notice, not the date its counsel or other authorized recipient received the notice.

City of Yuma
Attn: City Administrator
One City Plaza
Yuma, AZ 85364

Yuma Elementary School District ONE
Attn: Superintendent
450 W. 6th St
Yuma, AZ 85364

23. **Waiver.** The failure of either Party to insist upon strict performances 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 Party 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.
24. **Compliance with Law.** The Parties shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
25. **Time is of the Essence.** Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance by the District of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged are effective to bind a Party hereto.
27. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
28. **Authorization.** This Agreement has been approved by actions taken by each of the governing bodies of the District and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

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

City of Yuma

Yuma Elementary School District ONE

By: _____

John D. Simonton
Acting City Administrator, City of Yuma

By: _____


Denis Ponder
Superintendent, Yuma Elementary School District ONE

ATTEST:

Lynda L. Bushong, City Clerk


INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

Attorney for City of Yuma

Attorney for Yuma Elementary School District
ONE
GUST ROSENFELD

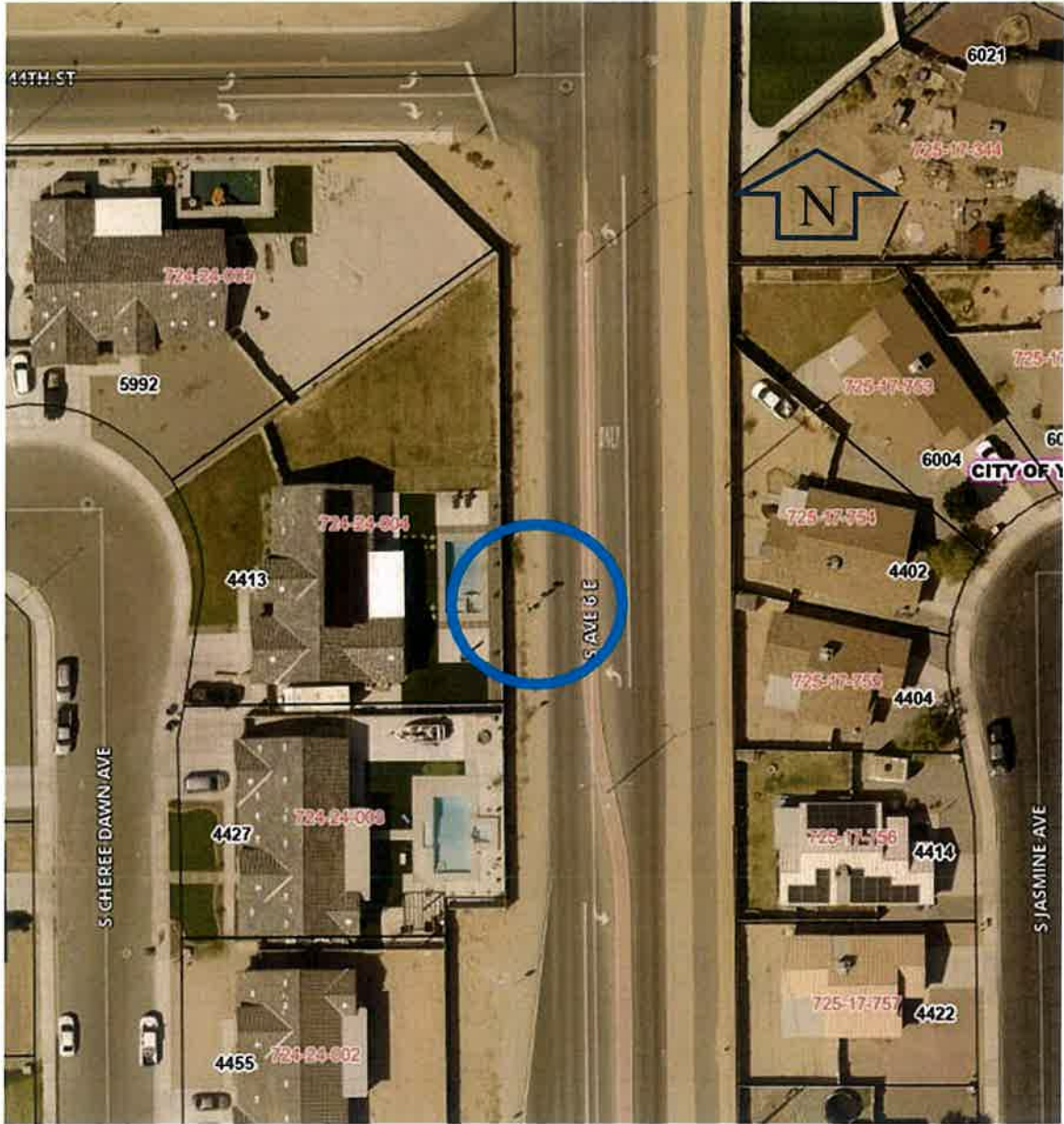
Richard W. Files
City Attorney



Carrie O'Brien
Attorney for
Yuma Elementary School District

Exhibit "A"
Locations of Speed Flashing Beacons for Yuma Elementary School District

1) Southbound Avenue 6E: South of 44th Street



2) Northbound Avenue 6E: North of Canal



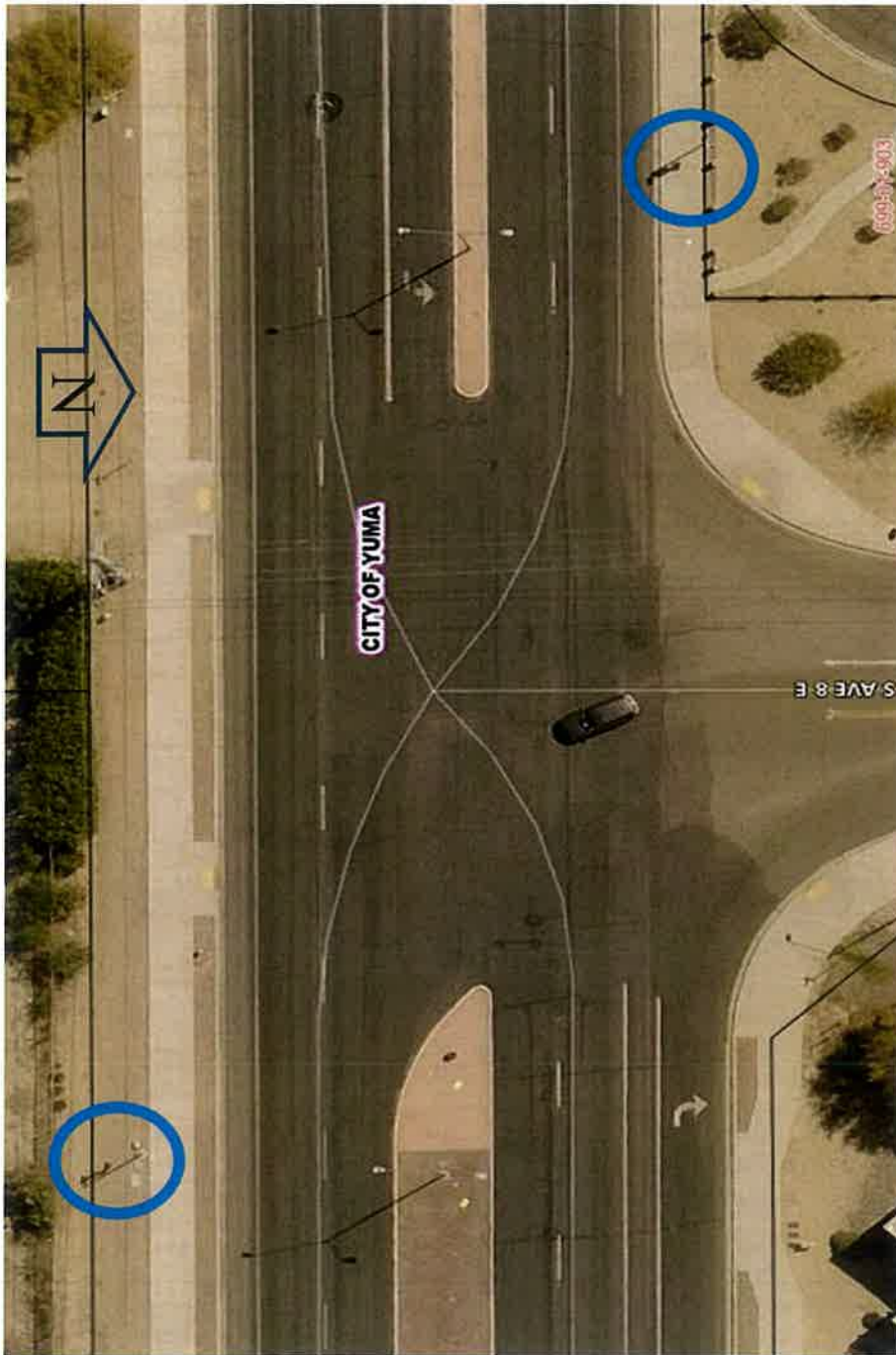
3) Eastbound 24th Street: East of College Avenue



4) Eastbound & Westbound 24th Street: West of Avenue 7 ¼ E (2 locations)

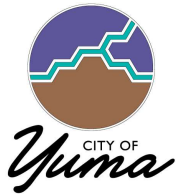


5) Eastbound & Westbound 24th Street: One West & One East of Avenue 8E



6) Westbound 24th Street: East of Otondo Drive





City of Yuma

City Council Report

File #: O2026-013

Agenda Date: 4/1/2026

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: 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
DIVISION: Community Planning	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input checked="" type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:
Rezone of Property: Vision Assets

SUMMARY RECOMMENDATION:
 Rezone approximately 2.42 acres, from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District. (Community Development/Community Planning)
 (Alyssa Linville)

STRATEGIC OUTCOME:
 Approval of this rezone supports residential development in the City that will be responsibly constructed, meeting all codes and requirements. This rezone assists in furthering the City Council’s strategic outcomes of Safe and Prosperous and Respected and Responsible.

REPORT:
 The property is located on the northwest corner of 27th Street and 20th Avenue and is approximately 2.42 acres in size. The property was annexed into the City of Yuma on August 15, 2025, and was recently the subject of a General Plan Amendment to change the land use designation from Low Density Residential to Medium Density Residential.

With this request the applicant is seeking to rezone the property from the Residence-Manufactured Housing (RMH-20) District to the Medium Density Residential (R-2) District for the development of a duplex subdivision. The applicant intends to subdivide the parcel into 11 lots following the successful rezoning request and construct duplexes on each lot.

Permitted principal uses in the Medium Density Residential (R-2) District include one single-family dwelling, one two-family dwelling, multi-family dwellings, public and private schools, public parks, and community gardens.

All development will be required to meet the City of Yuma development standards for the Medium Density Residential (R-2) District. Discussed in further detail in §154-07.01, the following are some of the main development standards required of development within the Medium Density Residential (R-2) District:

1. The minimum lot size in the Medium Density Residential (R-2) District shall be 4,500 square feet.
2. The minimum lot width in the Medium Density Residential (R-2) District shall be 50 feet.
3. A minimum front yard setback of twenty feet.

4. The minimum side yard setbacks of five feet.
5. A minimum rear yard setback of ten feet.
6. A minimum street side yard setback of ten feet.
7. The maximum lot coverage in the Medium Density Residential (R-2) District shall be 55% of the lot area.
8. The maximum building height in the Medium Density Residential (R-2) District shall be 40 feet.
9. Landscaping and irrigation shall be provided in the manner set forth in Article 20 of this chapter.

The request to rezone the property from the Residence-Manufactured Housing (RMH-20) District to the Medium Density Residential (R-2) District is in conformance with the General Plan.

EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES 2/23/26:

Erika Peterson, Senior Planner, summarized the staff report and recommended **APPROVAL**.

QUESTIONS FOR STAFF

“**Commissioner Malouff-Craig** asked whether the Commission would review the subdivision plat if the rezoning was approved. **Peterson** replied due to recent changes in state law the subdivision plat does not need to be reviewed by the Commission.

Commissioner Chelsea Malouff-Craig asked whether the City or a HOA would be responsible for maintaining the roads within the development. **Andrew McGarvie, Engineering Manager** stated that the roads will be public. **Commissioner Malouff-Craig** asked whether the roads would be sufficiently wide to accommodate parking, traffic, and city maintenance vehicles. **McGarvie** answered that the road will be constructed at half width with an easement on the east side and noted that there will be limited space for on-street parking.

Peterson then stated that each developed parcel will need to ensure adequate on-site parking is provided as part of the development standard. **Commissioner Malouff-Craig** asked whether there would be space to accommodate four cars for each duplex. **Peterson** replied yes and that the developer would be required to provide parking on site for each parcel. **Commissioner Malouff-Craig** asked will each unit have a two car garage. **Peterson** stated that covered parking is not required, but legal parking must be located outside the front setback and that staff will ensure that each unit meets the standard two-car parking requirement.

Vice Chairman Mahon asked for confirmation that the R-2 zoning district requires a minimum lot size of 4,500 square feet and that a duplex can be placed on each of the proposed lots. **Peterson** answered yes.

Chairman Chris Hamel asked whether the trees located on the east side of the property would be removed once development begins. **Peterson** replied yes, stating that the east side of the property will be dedicated for the proposed road.

Vice Chairman Mahon referred to the site plan and asked whether there is already a dedication for 20th Avenue. **McGarvie** replied that there is an easement for right-of-way, but not a full dedication.

APPLICANT/APPLICANT’S REPRESENTATIVE

Alejandro Carlos, 1057 West Mustang Avenue, Yuma, AZ was available for questions.

Chairman Hamel thanked the applicant for developing the area and for providing more housing for the community.

Vice Chairman Mahon agreed with Chairman Hamel.

PUBLIC COMMENT

NONE

“Motion by Commissioner Lorraine Arney, second by Vice Chairman John Mahon, to APPROVE ZONE-44797-2025 as presented.

“Motion carried unanimously, (5-0) with one absent and one vacancy.’

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		

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

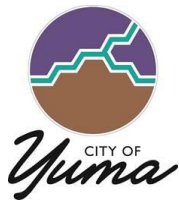
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 03/20/2026
Reviewed by City Attorney: Richard W. Files	Date: 03/20/2026



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

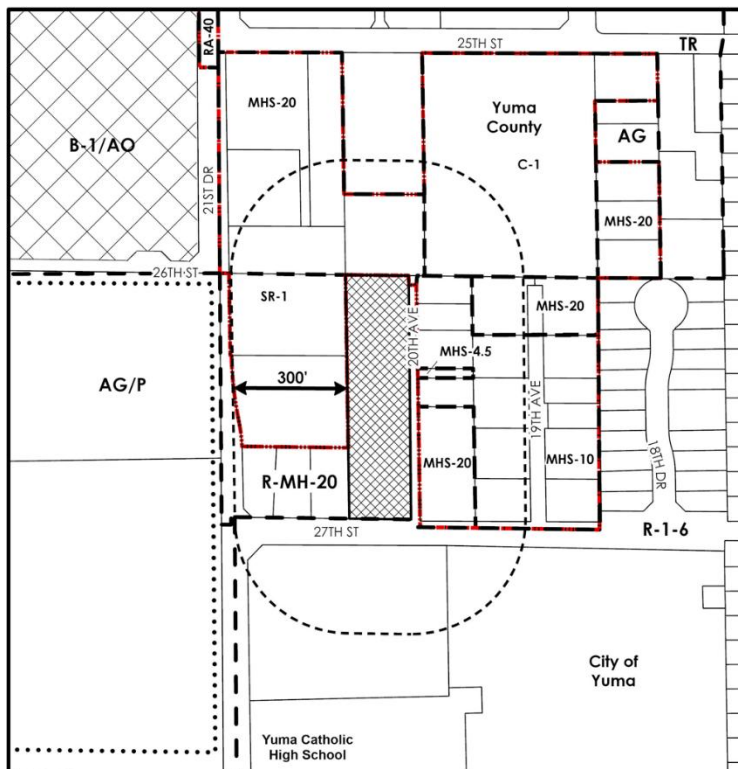
Hearing Date: February 23, 2026

Case Number: ZONE-44797-2025

Project Description/Location: This is a request by Dahl, Robins & Associates, Inc., on behalf of Vision Assets, LLC, to rezone approximately 2.49 acres from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District, for the property located at 2080 W. 27th Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	City Residence-Manufactured Housing (RMH-20)	Undeveloped	Medium Density Residential
North	County Manufactured Home Subdivision (MHS-20)	Undeveloped	Mixed Use
South	City Low Density Residential (R-1-6)	Yuma Catholic High School	Public/Quasi Public
East	County Manufactured Home Subdivision (MHS-4.5/MHS-10/MHS-20)	Mobile home park & single-family homes	Low Density Residential
West	City Residence-Manufactured Housing (RMH-20) and County Suburban Ranch (SR-1)	Single-family homes and vacant	Low Density Residential

Location Map



Prior site actions: Annexation, Ord. 2025-025, effective 8/15/2025; General Plan Amendment, Low Density Residential to Medium Density Residential, effective 2/8/2026.

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** Rezone ZONE- 44797-2025 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 recommended approval to City Council for the request to rezone approximately 2.49 acres from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District for the property located at 2080 W. 27th Street, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The property is located on the northwest corner of 27th Street and 20th Avenue and is approximately 2.49 acres in size. The property was annexed into the City of Yuma on August 15, 2025, and was recently subject of a General Plan Amendment to change the land use designation from Low Density Residential to Medium Density Residential.

With this request the applicant is seeking to rezone the property from the Residence-Manufactured Housing (RMH-20) District to the Medium Density Residential (R-2) District for the development of a duplex subdivision. The applicant intends to subdivide the parcel into 11 lots following the successful rezoning request and construct duplexes on each lot.

Permitted principal uses in the Medium Density Residential (R-2) District include one single-family dwelling, one two-family dwelling, multi-family dwellings, public and private schools, public parks, and community gardens.

All development will be required to meet the City of Yuma development standards for the Medium Density Residential (R-2) District. Discussed in further detail in §154-07.01, the following are some of the main development standards required of development within the Medium Density Residential (R-2) District:

1. The minimum lot size in the Medium Density Residential (R-2) District shall be 4,500 square feet.
2. The minimum lot width in the Medium Density Residential (R-2) District shall be 50 feet.
3. A minimum front yard setback of twenty feet.
4. The minimum side yard setbacks of five feet.
5. A minimum rear yard setback of ten feet.
6. A minimum street side yard setback of ten feet.
7. The maximum lot coverage in the Medium Density Residential (R-2) District shall be 55% of the lot area.
8. The maximum building height in the Medium Density Residential (R-2) District shall be 40 feet.

9. Landscaping and irrigation shall be provided in the manner set forth in Article 20 of this chapter.

The request to rezone the property from the Residence-Manufactured Housing (RMH-20) District to the Medium Density Residential (R-2) District is in conformance with the General Plan.

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

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

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

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
27 th Street – Local Street	29' HW	Varies				
21 st Drive – 2 Lane Collector	40' HW	Varies				
20 th Avenue- Local Street	29' HW	0'				
Bicycle Facilities Master Plan	27 th Street - Bike Route					
YCAT Transit System	21 st Drive - Purple & Yellow Routes					
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: Ponderosa Park			Future: Ponderosa Park	
Community Park:	Existing: Yuma Valley Park			Future: Yuma Valley Park	
Linear Park:	Existing: East Main Canal Linear Park			Future: East Main Canal Linear Park	
Issues:	None				
Housing Element:					
Special Need Household:	N/A				
Issues:	None				
Redevelopment Element:					
Planned Redevelopment Area:	N/A				
Adopted Redevelopment Plan:	North End:		Carver Park:		None: X
Conforms:	Yes	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:							
<u>Population Impacts</u> 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		Projected Population	Police Impact	Water Consumption		Wastewater Generation
	<i>2-4 Units</i>						
	Maximum	Per Unit		Officers	GPD	AF	GPD
	32	2.2	70	0.13	14,573	16.3	4,928
	Minimum						
	12	2.2	26	0.05	5,465	6.1	1,848
Fire Facilities Plan:	Existing: Fire Station No. 6			Future: Fire Station No. 6			
Water Facility Plan:	Source:	City	X	Private	Connection:	6" PVC on 20 th Ave & 8" PVC on 27 th St.	
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: Manhole & stub out on 27 th St. between 20 th Ave & 19 th Ave.	
Issues:	None						
Safety Element:							
Flood Plain Designation:	500 Year Flood		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.		X
	North End	Pacific Ave & 8 th St		Estancia	None		
Issues:	None						

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

Yes.

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

Yes.

External Agency Comments: See Attachment D

Neighborhood Meeting Comments: See Attachment E

Proposed conditions delivered to applicant on: 1/9/2026

Final staff report delivered to applicant on: 1/29/2026

- Applicant agreed with all of the conditions of approval on 1/9/2026
- Applicant did not agree with the following conditions of approval: (list #'s)
- Conditions emailed to applicant on 1/9/2026.

Attachments

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

Prepared By:

Erika Peterson

Erika Peterson
Senior Planner

Erika.Peterson@YumaAZ.Gov

Date: 1/12/2026

(928) 373-5000, x3071

Reviewed By:

Jennifer L. Albers

Jennifer L. Albers
Assistant Director of Planning

Date: 1/13/26

Approved By:

Alyssa Linville

Alyssa Linville
Director, Community Development

Date: 01/28/2026

**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, Jerry Anaya, Engineering Manager, (928) 373-5000 x 5182:

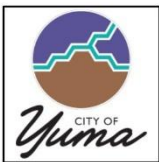
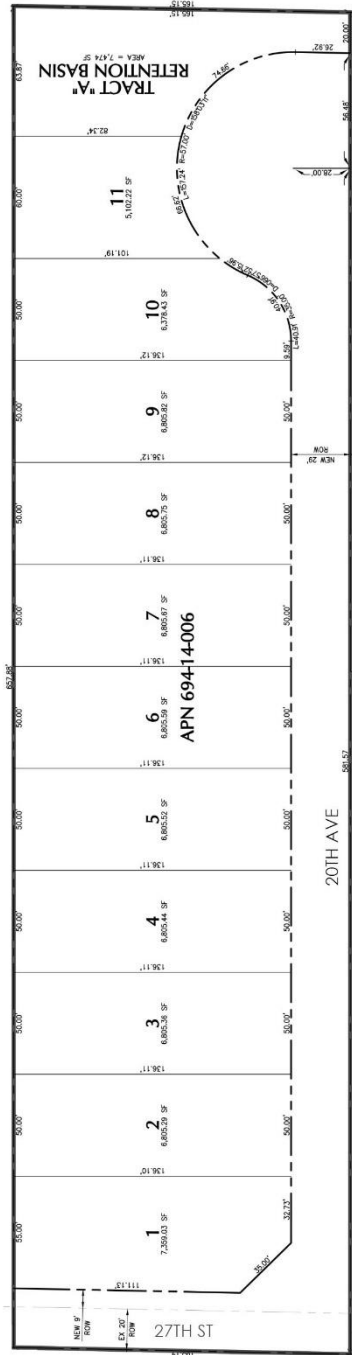
3. Owner/Developer shall dedicate a 25-foot by 25-foot corner sight visibility triangle at the intersection of 27th Street and 20th Avenue, in accordance with City of Yuma Roadways Plan.
4. 20th Avenue is classified as a Local Road per the City of Yuma Roadways Plan. Owner/developer shall dedicate right-of-way, such that the City of Yuma obtains 29 feet to meet the required right-of-way half width.
5. 27th Street is classified as a Local Road per the City of Yuma Roadways Plan. The existing right-of-way half width is 20 feet; therefore, the owner/developer shall dedicate an additional 9 feet of right-of-way to meet the required 29-foot right-of-way half width.

Community Planning, Erika Peterson, Senior Planner, (928) 373-5000 x 3071:

6. 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



Prepared by:
DG
Date:
12/17/2025

ZONE-77797-2025
APN 694-14-006

Site Plan

Plan/Case:

44797



**ATTACHMENT C
AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** 01/16/2026
- **300' Vicinity Mailing:** 12/22/2025
- **34 Commenting/Reviewing Agencies noticed:** 12/24/2025
- **Site Posted on:** 12/29/2025
- **Neighborhood Meeting:** 01/05/2026
- **Hearing Date:** 02/09/2026
- **Comments due:** 01/05/2026

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	1/5/2026		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	12/29/2025	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	YES	1/7/2026		X	
Fire	YES	1/5/2026			X
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	1/5/2026	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D
AGENCY COMMENTS**


<input type="checkbox"/> Condition(s)	<input type="checkbox"/> No Condition(s)	<input checked="" type="checkbox"/> Comment			
<p>Enter conditions here: This site plan does not meet fire department access requirements and will be disapproved when plan review is submitted. Dead end fire department access roads in excess of 150' require code compliant turn arounds.</p>					
DATE:	1/5/26	NAME:	Kayla Warren	TITLE:	Fire Marshal
CITY DEPT:	Fire				
PHONE:	928-373-4865				
RETURN TO:	Erika Peterson				
	Erika.Peterson@YumaAZ.gov				

Good morning Erika,

The only YCWUA comment for this is that a water conversion (YCWUA Serial No. 1510-6) will need to be processed accordingly. Please have the landowner fill out the attached application. Do you know approximately when the application can be provided?

Please let me know about any questions.

Thanks!



Omar Peñuñuri
Sr. Engineering Tech, Lands and Right-of-Way
Yuma County Water Users' Association
Office: (928) 512-5531
Cell: (928) 581-5200

Office: 3800 W. County 15th Street
Somerton, Arizona 85350
Mail: P.O. Box 5775
Yuma, Arizona 85366-5775
[Yuma County Water Users' Association | Somerton AZ | Facebook](#)

ATTACHMENT E
NEIGHBORHOOD MEETING COMMENTS

Date Held: 01/05/2026

Location: 2080 W. 27th Street

Attendees:

Staff: Erika Peterson;

Applicant: Alejandro Carlos;

Neighbors: Alexis Covarrubias, Gabriela Covarrubias

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

- Staff explained the request.
- Applicant also explained the request.
- Neighbor asked about the access to the proposed development.
 - Applicant explained that the homes will be accessed off of 20th Avenue.
- Neighbor asked about the sewer line where it is and where it will go.
 - Applicant stated the sewer line is by the Yuma Catholic side fence on 27th Street and will be dragged/extended to the proposed development up on 20th Avenue.
- Neighbor also asked if all the improvements were only on the subject property of if they extended to other properties.
 - Applicant stated new road and streetlights will be on subject parcel, within the ROW that will be dedicated for improvements.
- Neighbor commented that the area is quiet.

**ATTACHMENT F
NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City	State	Zip Code
AWARS LTD AZ LLC	3205 S PINTO WAY	YUMA	AZ	85365
AWARS LTD LLC AND	3205 S PINTO WAY	YUMA	AZ	85365
CABRERA ROSALINDA LEPE AND	202 S 15TH AVE	YUMA	AZ	85364
COVARRUBIAS ADRIAN	2130 W 27TH ST	YUMA	AZ	85364
COVARRUBIAS IGNACIO R	2130 W 27TH ST	YUMA	AZ	85364
DANIELS REVOCABLE LIVING TRUST	2101 W 26TH ST	YUMA	AZ	85364
DANIELS REVOCABLE LIVING TRUST	2101 W 26TH ST	YUMA	AZ	85364
FAMILIA AGUIRRE TRUST 4-7-2017	3760 W 20TH LN	YUMA	AZ	85364
GONZALEZ CARLOS ABEL ACOSTA &	2602 S 19TH AVE	YUMA	AZ	85364
JMF FAMILY LIMITED PARTNERSHIP	1445 W 18TH STREET	YUMA	AZ	85364
MARTINEZ MARCELINA	2893 W JULIE LN	YUMA	AZ	85365
MCGINNIS MICHAEL R LIVING TRUST 8-15-2013	3465 S SIESTA RD	YUMA	AZ	85365
ORTEGA JOSEFINA F	2622 S 19TH AVE	YUMA	AZ	85364
PASQUE PARTNERS AZ LP	2144 W 24TH ST STE 1	YUMA	AZ	85364
RAY CYNTHIA ANN SUB- TRUST	23 OXFORD DR	LATHAM	NY	12110
RAY CYNTHIA ANN SUB- TRUST	23 OXFORD DR	LATHAM	NY	12110
RAY CYNTHIA ANN SUB- TRUST	23 OXFORD DR	LATHAM	NY	12110
RVCBD AZ LLC	PO BOX 330	YUMA	AZ	85366
RVCBD AZ LLC	PO BOX 330	YUMA	AZ	85366
TMD25 LLC	2093 W 25TH ST	YUMA	AZ	85364
UBLA PROPERTIES LLC	PO BOX 6531	YUMA	AZ	85366
VALDEZ JORGE L	37671 W SMITH ENKE RD	MARICOPA	AZ	85138
VILLARREAL HECTOR & CIRA C JT	PO BOX 1215	YUMA	AZ	85366
VISION ASSETS LLC	1036 S MUSTANG AVE	YUMA	AZ	85364
VISION ASSETS LLC	1036 S MUSTANG AVE	YUMA	AZ	85364
YCHS PROPERTY HOLDINGS LLC	2100 W 28TH ST	YUMA	AZ	85364

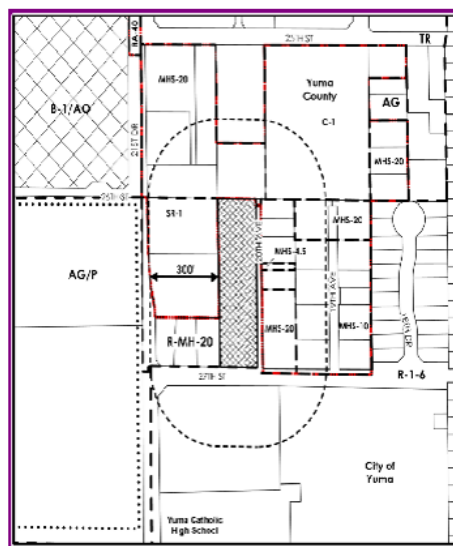
ATTACHMENT G NEIGHBOR MAILING

This is a request by Dahl, Robins & Associates, Inc., on behalf of Vision Assets, LLC, to rezone approximately 2.49 acres from the Residence Manufactured Housing (R-MH-20) District to the Medium Density Residential (R-2) District, for the property located at 2080 W. 27th Street, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-44797-2025**

NEIGHBORHOOD MEETING
01/05/2026 @ 5:00pm
On-site

PUBLIC HEARING
02/09/2026 @ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 2080 W. 27th Street, Yuma, AZ you are invited to attend this public meeting to voice your comments. If you have questions or wish to submit written comments, please contact Erika Peterson by phone at (928) 373-5000 ext. 3071 or by email at Erika.Peterson@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 H
AERIAL PHOTO



ORDINANCE NO. O2026-013

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 RESIDENCE MANUFACTURED HOUSING (R-MH-20) DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on February 23, 2026 in Zoning Case No: ZONE- 44797-2025 in the manner prescribed by law for the purpose of rezoning approximately 2.42 acres of real property hereafter described to the Medium Density Residential (R-2) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on January 10, 2026; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE- 44797-2026 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

The West half of the East half of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 5, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

EXCEPT the South 20 feet thereof for road right-of-way as conveyed in instrument recorded in Docket 877, Page 121 in the records of Yuma County, Arizona.

Containing a total of 105,415.2 square feet or 2.42 acres more or less.

SECTION 2: That the following conditions (s) 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. Owner/Developer shall dedicate a 25-foot by 25-foot corner sight visibility triangle at the intersection of 27th Street and 20th Avenue, in accordance with City of Yuma Roadways Plan.
4. 20th Avenue is classified as a Local Road per the City of Yuma Roadways Plan. Owner/developer shall dedicate right-of-way, such that the City of Yuma obtains 29 feet to meet the required right-of-way half width.
5. 27th Street is classified as a Local Road per the City of Yuma Roadways Plan. The existing right-of-way half width is 20 feet; therefore, the owner/developer shall dedicate an additional 9 feet of right-of-way to meet the required 29-foot right-of-way half width.

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

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

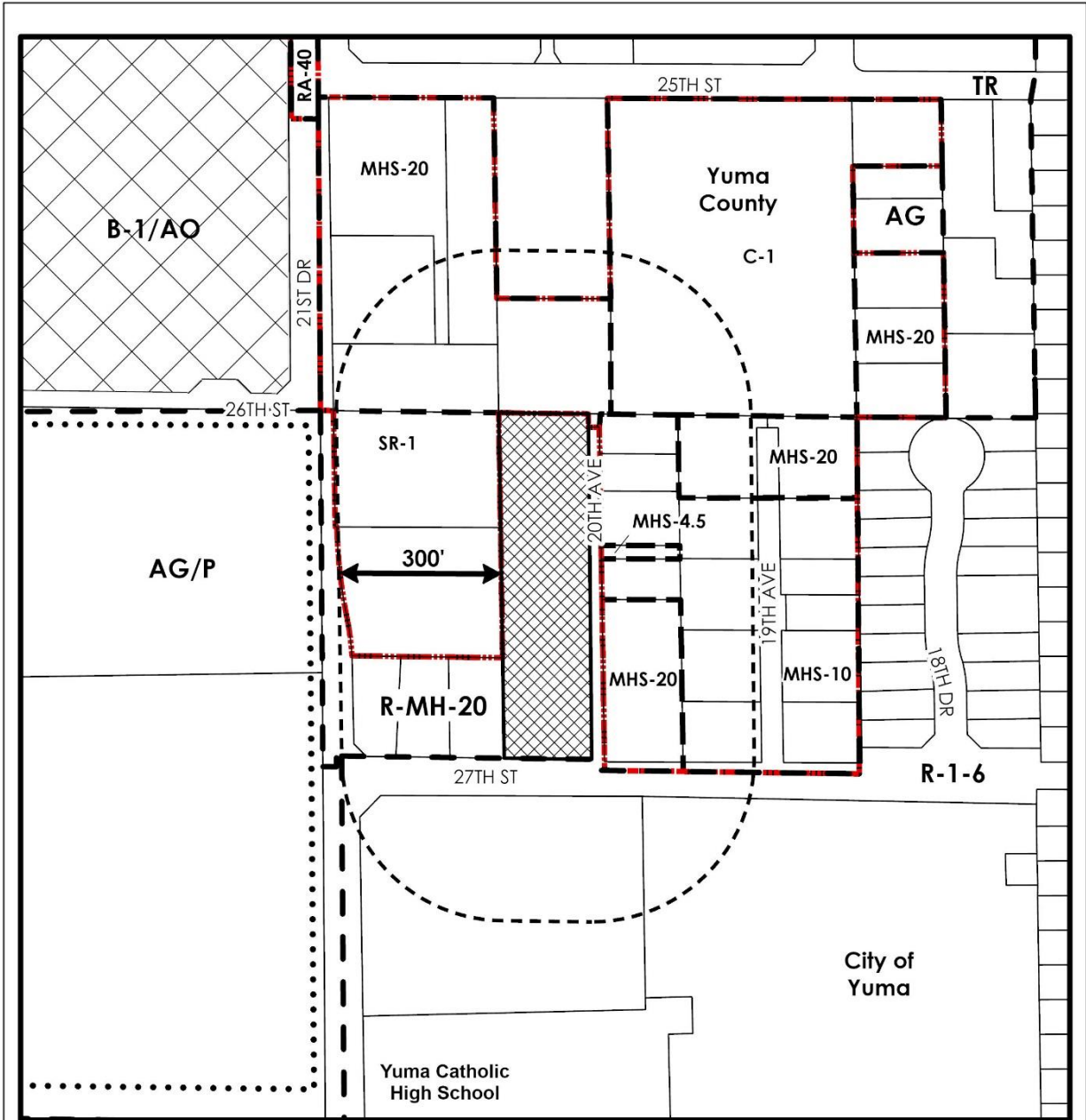
Janet L. Pierson
Acting City Clerk

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



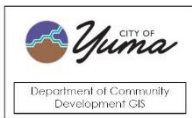
LOCATION MAP



LOCATION OF SUBJECT PROPERTY
2080 W 27TH ST (APN: 694-14-006)

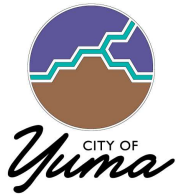


Prepared by: DG
Checked by: EP



Date: 12/17/2025
Revised:

Case #:
ZONE-44797-2025



City of Yuma

City Council Report

File #: O2026-014

Agenda Date: 4/15/2026

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: 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 checked="" type="checkbox"/> Ordinance - Introduction
DIVISION: Community Planning	<input type="checkbox"/> Connected & Engaged <input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

TITLE:

Rezoning of Property: Northeast Corner of 40th Street and Avenue 5¼E

SUMMARY RECOMMENDATION:

Rezone approximately 36.24 acres located at the northeast corner of 40th Street and Avenue 5¼E from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Consistent with the City Council’s strategic outcome of Respected and Responsible, and Safe and Prosperous, the proposed rezoning is compatible with the surrounding area and supports residential development within the City.

REPORT:

The subject property is located at the northeast corner of 40th Street and Avenue 5¼E and is approximately 36.24 acres in size.

The applicant is seeking to rezone the north portion of the property (approximately 29.8 acres) from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the south portion of the property (approximately 4 acres of the 8.4 acre area) to the Low Density Residential/Airport Overlay (R-1-12/AD) District. The applicant intends to subdivide the north portion of the property into 8 lots and the south portion of the property into 24 lots for a total of 32 single-family parcels.

On March 9, 2026, the Planning and Zoning Commission voted 6-0 to recommend approval of the request to rezone approximately 36.24 acres from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District for the property located at the northeast corner of 40th Street and Avenue 5¼E, 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 waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.

- 3. Owner acknowledges the following conditions to be completed in accordance with the approved Determination of Compatibility:
 - Avigation Easement
 - Noise Mitigation Standards
 - Disclosure Requirements
 - Parcel Restrictions
- 4. 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 COMMISSION MEETING MINUTES:

Joshua Darrow, Assistant Planner summarized the staff report and recommended **APPROVAL**.

QUESTIONS FOR STAFF

“**Chairman Chris Hamel** referred to the site plan and asked for confirmation that the two parcels of land located north of the Low Density Residential area were designated as retention basins. **Darrow** replied yes.

APPLICANT/APPLICANT’S REPRESENTATIVE

“**Bob Woodman, 13388 S. Avenue 5E, Yuma, AZ** was available for questions.

PUBLIC COMMENT

None

“**Vice Chairman John Mahon** asked whether the letter from Marine Corps Air Station (MCAS) regarding the sound requirement was included as part of the rezone request. **Darrow** replied that it was included as a requirement within the Conditions of Approval.

“**Motion by Commissioner Lorraine Arney second by Vice Chairman John Mahon to APPROVE ZONE-44874-2026 as presented. Motion carried unanimously, (6-0) with one absent.**”

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 04/05/2026
Reviewed by City Attorney: Richard W. Files	Date: 04/03/2026



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

Hearing Date: March 9, 2026

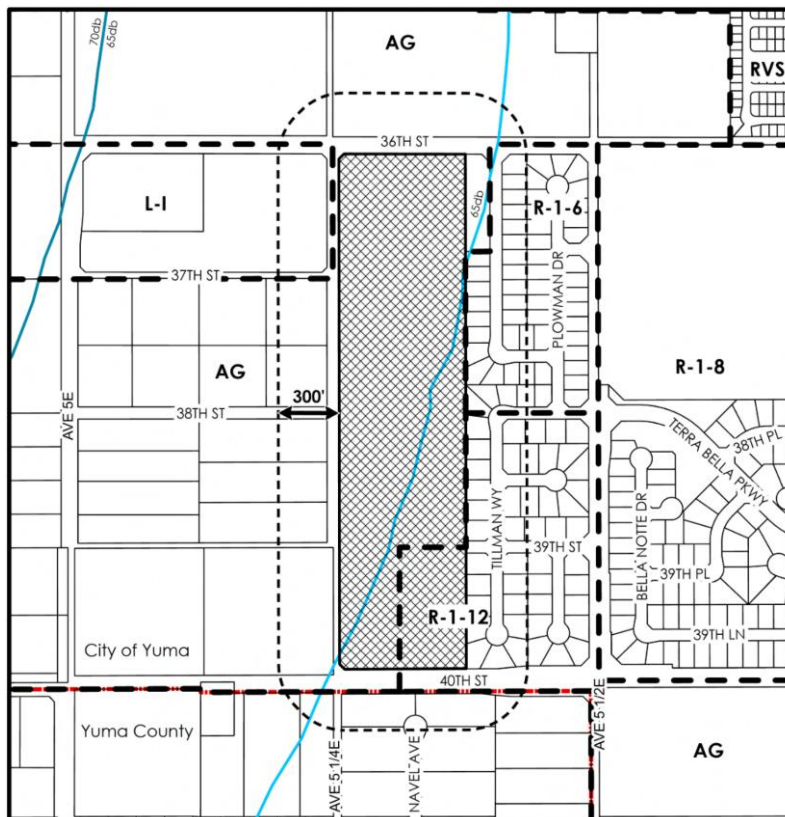
Case Number: ZONE-44874-2026

Project Description/Location:

This is a request by Bob Woodman, on behalf of Woodman Family Citrus LP, to rezone approximately 36.24 acres from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District for the property located at the northeast corner of 40th Street and 5¼E, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agriculture (AG) and Low Density Residential (R-1-12)	Agriculture	Industrial/Suburban Density Residential/Low Density Residential
North	Agriculture (AG)	Agriculture	Industrial
South	County Suburban Ranch (SR-2)	Single-family dwellings	Rural Density Residential
East	Low Density Residential (R-1-6 and R-1-2)	Single-family dwellings	Industrial/Suburban Density Residential/Low Density Residential
West	Agriculture (AG) and Light Industrial (L-I)	Single-family dwellings/ agriculture/undeveloped	Industrial

Location Map



Prior site actions: Annexation - Ordinance No. 099-81, effective 8/7/1999; Rezone - O2001-56, from Agriculture (AG) to Low Density Residential (R-1-12) District; General Plan Amendment - R2026-009 (GP-44489-2025) approved 2/18/2026.

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** Rezone ZONE-44874-2025 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 36.24 acres from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District for the property located at the northeast corner of 40th Street and 5¼E, Yuma, AZ, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The property is located at the northeast corner of 40th Street and 5¼E and is approximately 36.24 acres in size. The property was annexed into the City of Yuma on August 7, 1999, and was recently subject to a General Plan Amendment to change the land use designation from Industrial, Suburban Density Residential and Low Density Residential to Suburban Density Residential and Low Density Residential.

The applicant is seeking to rezone the north portion of the property (approximately 29.8 acres) from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and south portion of the property (approximately 8.4 acres) to the Low Density Residential/Airport Overlay (R-1-12/AD) District. The applicant intends to subdivide the north portion of the property into 8 lots and the south portion of the property into 24 lots for a total of 32 single-family parcels.

Approximately two-thirds of the subject property lies within the 65-70 dB DNL noise contour. Arizona Revised Statute (ARS) § 28-8481 and the City of Yuma zoning ordinance do not allow new residential development within the noise zones. However, residential development is permitted if the military installation and local jurisdiction mutually determine that the proposed use is compatible with ongoing aviation activities. In a Determination of Compatibility dated July 11, 2025, Marine Corps Air Station (MCAS) Yuma did not object to this proposed residential development subject to the conditions of approval for the development.

As shown in Attachment B, the proposed subdivision design includes large lots (1.9 to 5 acres) for the homes within the noise contours, directly reflecting the established low-density character of neighboring parcels. No further subdivision of lots within this development will be permitted. In addition, one single-family residence will be allowed per lot, and accessory dwelling units will not be permitted for the residential lots located within the noise contours.

All residential development will be required to meet the City of Yuma development standards for the Suburban Ranch (SR-1) and Low Density Residential (R-1-12), Districts.

The request to rezone the property from the Agriculture (AG) District to the Suburban Ranch (SR-1) and Low Density Residential (R-1-12) District is in conformance with the Land Use Element of the General Plan.

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

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

2. Are there any dedications or property easements identified by the Transportation Element? No

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
40 th St. – 4-Lane Minor Arterial	50 FT H/W	61 FT H/W				
Ave 5 ¼ E – Local Road	29 FT H/W	30 FT H/W				
Ave 5 ½ E – Local Road	29 FT H/W	49 FT H/W				
Bicycle Facilities Master Plan	Proposed bike lane on 40th Street					
YCAT Transit System	None					
Issues:	Access to public transit					

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: Ocotillo Park	Future: Ocotillo Park
Community Park:	Existing: Kennedy Park	Future: East Mesa Community Park
Linear Park:	Existing: None	Future: B Canal Linear Park
Issues:	None	

Housing Element:	
Special Need Household:	N/A
Issues:	None

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

Conservation, Energy & Environmental Element:					
Impact on Air or Water Resources	Yes		No	X	
Renewable Energy Source	Yes		No	X	
Issues:	None				

Public Services Element:							
<u>Population Impacts</u> 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		Projected Population	Police Impact	Water Consumption		Wastewater Generation
	<i>Single Family</i>				Officers	GPD	
	Maximum	Per Unit	350	0.66		72,450	81.2
	Minimum						
	23	2.8	64	0.12	13,331	14.9	4,508
Fire Facilities Plan:	Existing: Yuma Fire Station No. 5			Future: East Mesa Fire Station No. 9			
Water Facility Plan:	Source:	City	X	Private	Connection:	E. 39th St. 8" PVC	
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: E. 39th St.	
Issues:	None						
Safety Element:							
Flood Plain Designation:	500 Year Flood		Liquefaction Hazard Area:		Yes	No	X
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	None	X	
Issues:	None						

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

Yes

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

Yes

External Agency Comments: None Received

Neighborhood Meeting Comments: See Attachment E

Proposed conditions delivered to applicant on: 2/12/26

Final staff report delivered to applicant on: 3/3/26

- Applicant agreed with all of the conditions of approval on: 3/2/26
- Applicant did not agree with the following conditions of approval:
- If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

Attachments

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

Prepared By: Joshua Darrow
Joshua Darrow
Assistant Planner
Joshua.Darrow@YumaAz.gov

Date: 2/23/26

(928) 373-5000, x3039

Reviewed By: *Jennifer L. Albers*
Jennifer L. Albers
Assistant Director of Planning

Date: 2/23/26

Approved By: *Alyssa Linville*
Alyssa Linville
Director, Planning and Neighborhood Services

Date: 03/02/2026

**ATTACHMENT A
CONDITIONS OF APPROVAL**

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

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

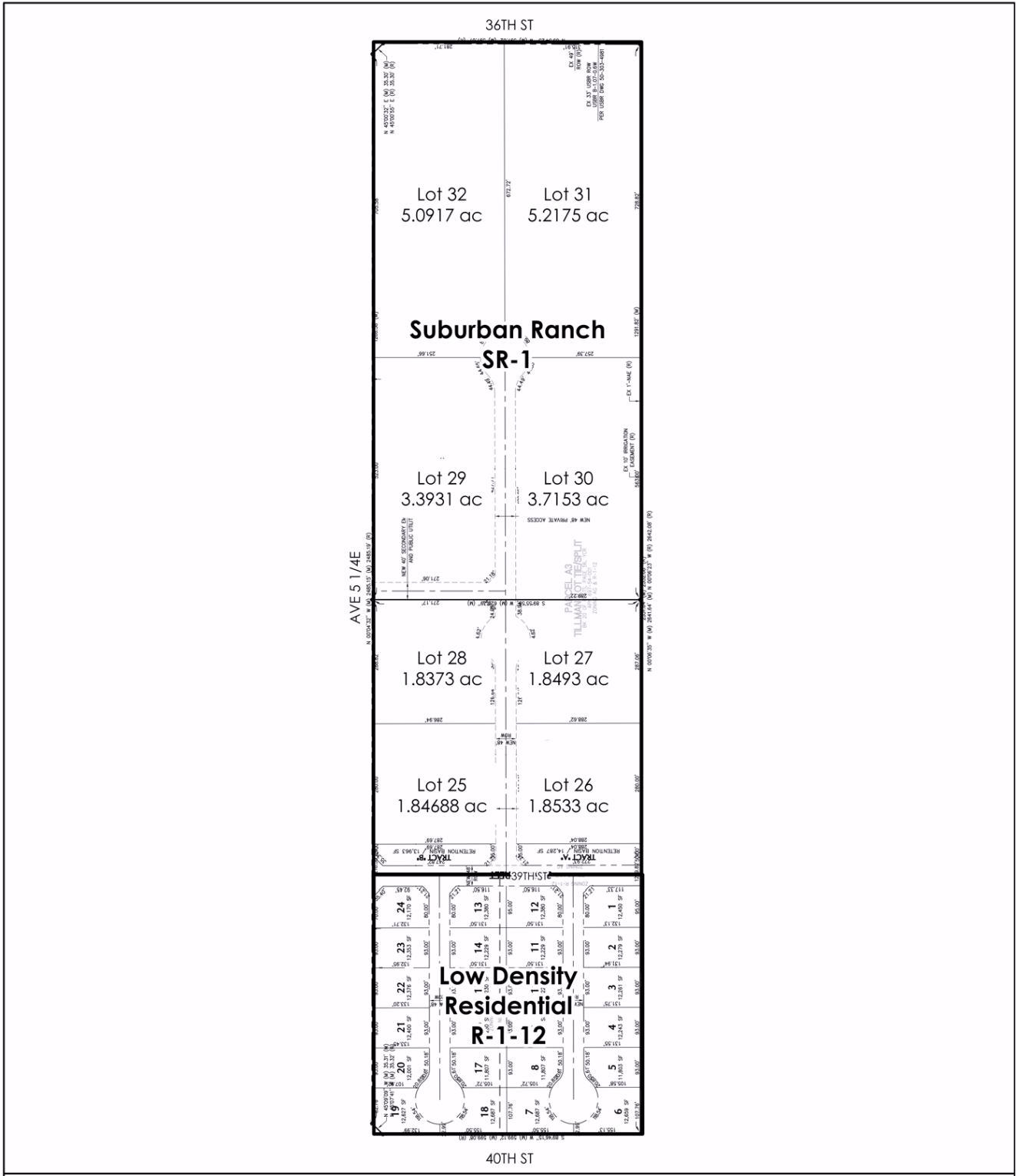
1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.

Community Planning, Joshua Darrow, Assistant Planner (928) 373-5000, x 3039:

3. Owner acknowledges the following conditions to be completed in accordance with the approved Determination of Compatibility
 - Avigation Easement
 - Noise Mitigation Standards
 - Disclosure Requirements
 - Parcel Restrictions
4. 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



Prepared by:
DG
Date:
2/18/2026

ZONE-44874-2026
APN 697-54-001

Site Plan

Plan/Case:

44874



**ATTACHMENT C
AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** 02/09/26
- **300' Vicinity Mailing:** 01/21/26
- **34 Commenting/Reviewing Agencies noticed:** 01/22/26
- **Site Posted on:** 01/26/26
- **Neighborhood Meeting:** 02/02/26
- **Hearing Date:** 03/09/26
- **Comments due:** 02/02/26

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	01/23/26	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	01/22/26	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	01/22/26	X		
Building Safety	NR				
City Engineer	Yes	2/11/26		X	
Traffic Engineer	NR				
MCAS / C P & L Office	NR				
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D
APPROVED MCAS DOC**



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION YUMA
BOX 99100
YUMA AZ 85369-9100

5726
CP&L
DC25-06
July 11, 2025

Ms. Alyssa Linville
City of Yuma Community Development
One City Plaza
PO Box 13013
Yuma, AZ 85365

Dear Ms. Linville:

We have received the Request for a Determination of Compatibility (DOC) for Assessor's Parcel Number (APN) 697-54-001, located at the northeast corner of 40th Street and Avenue 5¼ E, Yuma, Arizona. The Tillman Estates Unit No. 4 residential subdivision is proposed to be developed on a 39.65 acre parcel designated in the General Plan as Industrial. The project consist of 32 single-family lots, 15 of those will be within the 65-70 decibel noise zone, and two will be adjacent – outside – to Runway 26 Accident Potential Zone 2.

Arizona Revised Statute (ARS) 28-8481 and the local Zoning Ordinance do not allow new residential development within the noise zones. Particular exemptions exist, which allows residential development if the military installation and local jurisdiction mutually determine that the proposed use is compatible with ongoing aviation activities.

Marine Corps Air Station (MCAS) Yuma does not object to this request and offer the following conditions; Measures to achieve an outdoor to indoor noise reduction level of 25 decibels must be incorporated into the design and construction of the new residences. The City of Yuma states that single family homes would be appropriate for this parcel as long as the four conditions listed on the request are followed, MCAS Yuma strongly agrees with those four conditions of approval. It is our intent to strongly object to any new residential development within the noise zones, which are designed to protect public health/safety and reduce incompatible development that may hinder military operations. However, on this case, MCAS Yuma will not object due to the unique context and mitigating characteristics of the land development.

Thank you for the opportunity to review and provide MCAS Yuma's determination of compatibility. MCAS Yuma point of contact is Antonio Martinez at (928) 269-2103 or MCASYUMA_CPLO@usmc.mil. Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in black ink, appearing to read "M. E. Finch", is written over the typed name.

M. E. FINCH
By direction

ATTACHMENT E
NEIGHBORHOOD MEETING COMMENTS

Date Held: 02/02/2026

Location: NE corner of 40th Street and 5 ¼ E

Attendees: Staff: Joshua Darrow; Applicant: Bob Woodman; Neighbors in attendance: Bernando Marquez, Fernando Hernandez, Ramiro Camarillo, Albert Aguilar, Jorge Juarez


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

- Staff and Applicant explained the request
- Neighbors asked if there had been any changes from original General Plan Amendment
 - Applicant explained that this was the second meeting required for the plan originally proposed in the General Plan Amendment.

**ATTACHMENT F
PUBLIC COMMENTS**

Name:	Jill Caporelli			Contact Information:	eyedoccap@gmail.com					
Method of Contact:	Phone		FAX		Email	X	Letter		Other	
Questions about the proposed use.										

From: J Cap <eyedoccap@gmail.com>
Sent: Friday, February 20, 2026 11:27 AM
To: Erika Peterson <Erika.Peterson@YumaAz.Gov>
Subject: Re: Tillman Rezone Information

 **CAUTION:** External Email

Hello Erika,
 It was great to see you at the meeting Wednesday evening!
 Thank you for the info you have forwarded.
 My concern involves planning ahead to avoid additional traffic fatalities. Since the Woodman's sold their property that the Amazon warehouse has been built on, we have a much greater increase in traffic on both 40th St. and 5E. Their Lemon Grove business at 4E and 40th St. has also greatly increased traffic. Very dangerous situation with overflow parking happening on the south side of 40th St. Certain days traffic gets impeded from the vast number of people randomly crossing. Biggest concern is stray toddlers. Once these homes go in, the increased traffic will delay ppl headed to work in the mornings as well as children heading to school. Already, currently, even at 2PM in the afternoon, it is obvious that a left turn arrow is needed on the traffic light at 5E and 32nd St. The light changed 3 times before I was able to get through on 02/18. A traffic light will be greatly needed at 40th St. and 6E. The 4 way stop at 40th St and 5E is already congested on the way to work and the times ppl get off of work. Will planning and zoning address the needs that will be placed upon the city from the developer's venture? If so, is the public allowed to attend meetings that would involve this planned development. If the public has legitimate input, do I need to continually watch the city's website for the P & Z agendas of each meeting to know when I may attend? The large park going in, adjacent to the Veteran's assisted living home will bring additional loads of traffic onto 6E, off of 32nd St. Too much going on in a concentrated area, at one time.
 Thank you in advance for your assistance.
 Sincerely,
 Jill Caporelli

**ATTACHMENT G
NEIGHBOR NOTIFICATION LIST**

PROPERTY OWNER	MAILING ADDRESS	CITY, STATE, ZIP
AGUILAR ALBERT	3923 S TILLMAN WAY	YUMA, AZ, 85365
ALAMEDA MELANIE	5411 E 37TH PL	YUMA, AZ, 85365
ALVARADO NOBERTO NOEL	5414 E 38TH PL	YUMA, AZ, 85365
AMBROSE AARON & KYNA	3737 S TILLMAN WAY	YUMA, AZ, 85365
ANGEL SANTOS RANGEL	523 ORCHID ST	SOMERTON, AZ, 85350
ARCHAMBAULT LAWRENCE E	3994 S TILLMAN WAY	YUMA, AZ, 85365
AVALOS REBECCA LEE	3800 S TILLMAN WY	YUMA, AZ, 85365
AYCOCK JULIE A & MATTHEW B	3856 S TILLMAN WAY	YUMA, AZ, 85365
BATALLA RAUL	3754 S TILLMAN WAY	YUMA, AZ, 85365
BINUYA JEFFREY L	3901 S TILLMAN WAY	YUMA, AZ, 85365
BONILLA SAMMY THEODORE & FEBE CPWROS	3922 S TILLMAN WAY	YUMA, AZ, 85365
BRADLEY JASON R & ESTRADA ADRIAN J TRUST 12-22-2017	3951 S TILLMAN WAY	YUMA, AZ, 85365
BROWN CHRISTOPHER J	3975 S TILLMAN WAY	YUMA, AZ, 85365
CAMARILLO RAMIRO	5435 E 38TH PL	YUMA, AZ, 85365
CHAMPION CHRISTIAN CHURCH AZ NP CORP	3625 S AVENUE 5E	YUMA, AZ, 85365
COX ORD J D & CLAUDIA LIV TRS 11-06-95	5511 E 32ND ST	YUMA, AZ, 85365
CURRY CHAD W & ALEXANDREA H	3725 S TILLMAN WAY	YUMA, AZ, 85365
DAUM MARK AND BLANCA LIVING TRUST 7-1-2021	3900 S TILLMAN WAY	YUMA, AZ, 85365
DAVIS RACHEL & JAMES	3950 S TILLMAN WAY	YUMA, AZ, 85365
DELGADO JOHN N	3995 S TILLMAN WAY	YUMA, AZ, 85365
DYSON WADE E & JOYCE A TRUST 4-8-2014	4026 S NAVEL AVE	YUMA, AZ, 85365
EHK FAMILY TRUST 5-25-2022	5401 E 37TH PL	YUMA, AZ, 85365
FAYSSOUX RICHARD & PEN YING TRUST 6-8-2015	5413 E 38TH ST	YUMA, AZ, 85365
FUENTES JAIRO J & FRANCIA A	3713 S TILLMAN WAY	YUMA, AZ, 85365
GARRITY THOMAS J & OLGA M	3974 S TILLMAN WY	YUMA, AZ, 85365
HAGGARD VINNI & MARIVIC CPWROS	3742 TILLMAN WAY	YUMA, AZ, 85365
HAN BYOUNG JU	5422 E 39TH ST	YUMA, AZ, 85365
HERNANDEZ FERNANDO & LORENZA JT	3882 S AVENUE 5 1/4 E	YUMA, AZ, 85365
HUDSON TODD R & BROOKE E	3868 S TILLMAN WAY	YUMA, AZ, 85365
HURTADO ERICK N	5422 E 37TH PL	YUMA, AZ, 85365
JUAREZ-JIMENEZ JORGE C &	3896 S AVENUE 5 1/4E	YUMA, AZ, 85365
LAROSE WARREN C & NINETTE M JT	4063 S NAVEL AVE	YUMA, AZ, 85365
LEON-GUERRERO TRUST 3-25-2021	3643 S TILLMAN WAY	YUMA, AZ, 85365
LUNA WENDY FAJARDO & LUNA GEORGE JR JT	3830 S TILLMAN WAY	YUMA, AZ, 85365
MACADAM ROBERT J & HELENE DOROTHY	3882 S TILLMAN WAY	YUMA, AZ, 85365
MARQUEZ BERNARDO & EDITH JT	3589 W 27TH ST	YUMA, AZ, 85364

MARTINEZ CARLOS A & MARGARET G TRUST	3992 S TILLMAN WAY	YUMA, AZ, 85365
MAYES EDWARD & TAMARA	5432 E 38TH ST	YUMA, AZ, 85365
MENVIELLE JC FAMILY TRUST 4-17-2015	5346 E VIEW PARKWAY	YUMA, AZ, 85365
MW FARMS LLC	3939 E HERMOSA VISTA	MESA, AZ, 85215
NAVARRETE JULIO & VICTORIA	3611 S TILLMAN WAY	YUMA, AZ, 85365
NORONHA BOSCO M & RITA TRUST 10-14-2014	4062 S NAVEL AVE	YUMA, AZ, 85365
PIERSON JACOB WARREN	3696 S TILLMAN WAY	YUMA, AZ, 85365
PLATERO VICTOR STEVEN	3675 S TILLMAN WAY	YUMA, AZ, 85365
POELS ANGELA KAMERINE REVOCABLE LIVING TRUST 4-19-2023	4027 S NAVEL AVE	YUMA, AZ, 85365
QUIROZ MICHELLE A	5266 E COUNTY 38TH ST	YUMA, AZ, 85365
RAMIREZ JOE ALBERT & MICHELLE T	3766 S TILLMAN WAY	YUMA, AZ, 85365
RAMIREZ NICOLAS REYES & ROSA	3743 S TILLMAN WY	YUMA, AZ, 85365
RAMIREZ RODOLFO J & ROSAURA L TR 6-29-99	3724 TILLMAN WAY	YUMA, AZ, 85364
REYES JOHN PAUL & KERRY	3627 S TILLMAN WAY	YUMA, AZ, 85365
SANCHEZ AIDA	5423 E 37TH PL	YUMA, AZ, 85365
SANDERS XAVIER A	3901 S TILLMAN WAY	YUMA, AZ, 85365
SANDPOINT EAST PROPERTY LLC	6024 E 32ND ST	YUMA, AZ, 85365
SANDPOINT LEMON ORCHARD LLC	6024 E 32ND ST	YUMA, AZ, 85365
SLAYTON ERIKA	5430 E 37TH PL	YUMA, AZ, 85365
SMITH JIMMY L & JOHANNA R	5434 E 38TH PL	YUMA, AZ, 85365
SMOCK JOHN PAUL & MARITES	4024 S AVENUE 5 1/2 E	YUMA, AZ, 85365
SONGCO DAVID B	3736 S TILLMAN WAY	YUMA, AZ, 85365
SORRELLS BRANDON L & ANNGIE	3816 S TILLMAN WAY	YUMA, AZ, 85365
SULLINS DOUG & TRACY CPWROS	5265 E 37TH ST	YUMA, AZ, 85365
TWIGGER IBARRA TRUST 6-14-2018	3683 S TILLMAN WAY	YUMA, AZ, 85365
URBIETA JORGE A & ELIZABETH T CPWROS	3651 S TILLMAN WAY	YUMA, AZ, 85365
WAPLER GARY D & MARGARET JT	5412 E 38TH ST	YUMA, AZ, 85365
WEBB MICHAEL R & CHARLEE K CPWROS	5402 E 38TH ST	YUMA, AZ, 85365
WHITMER JAMES & DAKIN	5415 E 38TH PL	YUMA, AZ, 85365
WILSON SAMUEL DAVID O'DONOGHUE	3712 S TILLMAN WAY	YUMA, AZ, 85365
WOJEWODZKI ANTHONY & CHERYL CPWROS	5433 E 38TH ST	YUMA, AZ, 85365
WOODMAN FAMILY CITRUS LP	13388 S AVENUE 5E	YUMA, AZ, 85365
YUMA CITY OF	ONE CITY PLAZA	YUMA, AZ, 85364
YUMA R V PROPERTIES LTD UTAH PARTNERS	3547 S AVENUE 5 E	YUMA, AZ, 85365
ZAMORA ARTURO & DAENA CPWROS	3898 S TILLMAN WAY	YUMA, AZ, 85365

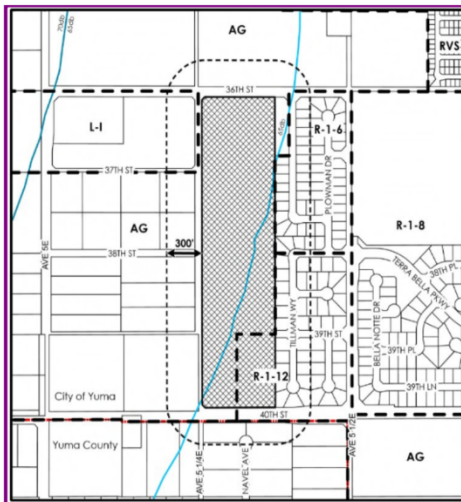
ATTACHMENT H NEIGHBOR MAILING

This is a request by Bob Woodman, on behalf of Woodman Family Citrus LP, to rezone approximately 36.24 acres from the Agriculture/Airport Overlay (AG/AD) District to the Suburban Ranch/Airport Overlay (SR-1/AD) District and the Low Density Residential/Airport Overlay (R-1-12/AD) District for the property located at the northeast corner of 40th Street and 5½E, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-44874-2026**

NEIGHBORHOOD MEETING
02/02/2026 @ 5:00pm
On-site

PUBLIC HEARING
03/09/2026 @ 4:30pm
Yuma Police Department, 1500 S.
1st Avenue Room A, Yuma, AZ



Because you are a neighbor within 300' of northeast corner of 40th Street and 5½E 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 Joshua Darrow by phone at (928) 373-5000 ext. 3039 or by email at Joshua.Darrow@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 I
AERIAL PHOTO



ORDINANCE NO. O2026-014

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 AGRICULTURE/AIRPORT OVERLAY (AG/AD) DISTRICT TO THE SUBURBAN RANCH/AIRPORT OVERLAY (SR-1/AD) DISTRICT AND LOW DENSITY RESIDENTIAL/AIRPORT OVERLAY (R-1-12/AD) 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 March 9, 2026 in Zoning Case No: ZONE-44874-2026 in the manner prescribed by law for the purpose of rezoning a parcel of real property hereafter described to the Suburban Ranch/Airport Overlay (AG/AD) District, and Low Density Residential/Airport Overlay (R-1-12/AD) 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 February 14, 2026; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-44874-2026 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:

Parcel A:

That portion of the Southwest Quarter of Section 8, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

The West Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 8.

Except the City of Yuma Right of Way according to the Tillman Lot-Tie/Split, Bk. 20, Pg. 56 Fee# 2004-32255, Dated: 9-3-2004.

shall be placed in the Low Density Residential/Airport Overlay (R-1-12/AD) 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 Low Density Residential/Airport Overlay (R-1-12/AD) 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 Low Density Residential/Airport Overlay (R-1-12/AD) District, and

Parcel B:

That portion of the Southwest Quarter of Section 8, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

The West Half of the East Half of the Southwest Quarter of said Section 8.

Except the South 660'± feet thereof, and

Except the City of Yuma Right of Way according to the Tillman Lot-Tie/Split, Bk. 20, Pg. 56 Fee# 2004-32255, Dated: 9-3-2004.

shall be placed in the Suburban Ranch/Airport Overlay (SR-1/AD) 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 Suburban Ranch/Airport Overlay (SR-1/AD) 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 Suburban Ranch/Airport Overlay (SR-1/AD) 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. Owner acknowledges the following conditions to be completed in accordance with the approved Determination of Compatibility
 - Avigation Easement
 - Noise Mitigation Standards
 - Disclosure Requirements
 - Parcel Restrictions

SECTION 3: Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or

City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe, then the rezone shall be subject to ARS § 9-462.01.

Adopted this _____ day of _____, 2026.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

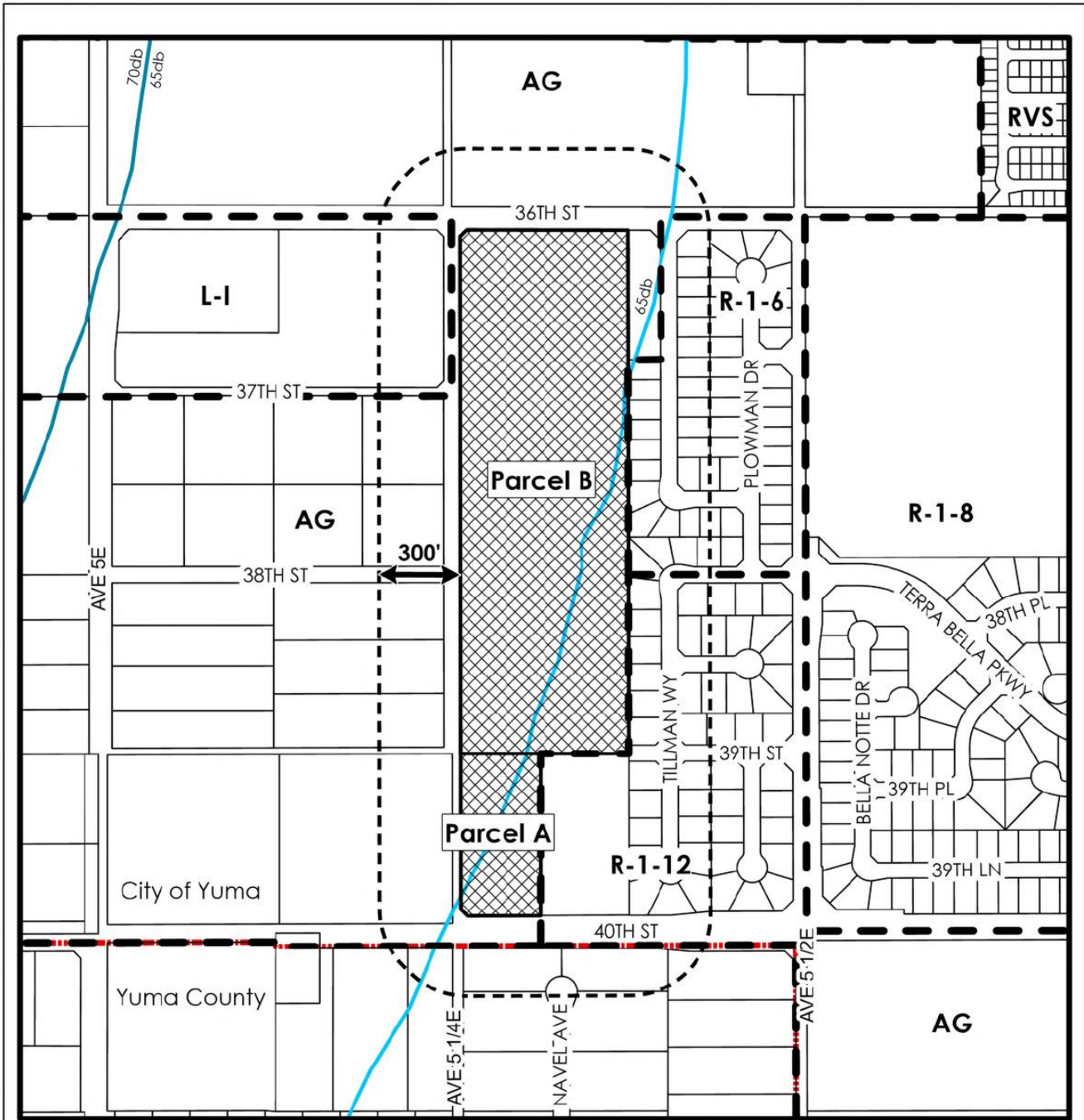
Janet L. Pierson
Acting City Clerk

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

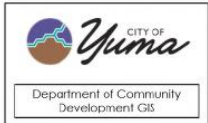


LOCATION MAP

 LOCATION OF SUBJECT PROPERTY
APN: 697-54-001



Prepared by: DG
Checked by: JD



Date: 3/19/2026
Revised:

Case #:
ZONE-44874-2026