



## City of Yuma City Council Meeting Revised Agenda

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Wednesday, November 19, 2025

5:30 PM

Yuma City Hall Council Chambers  
One City Plaza, Yuma

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

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

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

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

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

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

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **FINAL CALL**

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

## ROLL CALL

## PRESENTATIONS

- Freedom Library Book Presentation

## I. MOTION CONSENT AGENDA

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

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

1. [MC 2025-184](#)      **Special Council Meeting Draft Minutes October 6, 2025**

Attachments:      [2025 10 06 SCM 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 2025-180](#)      **Liquor License: Burros & Fries**

Approve a Series #12: Restaurant Liquor License application submitted by Fernando Gonzalez Ruiz, agent for Burros & Fries located at 1680 S. Pacific Avenue. (LL25-19) (City Administration/City Clerk) (Lynda L. Bushong)

Attachments:      [1. MAP Liquor License: Burros & Fries](#)

2. [MC 2025-181](#)      **Cooperative Purchase Agreement: Renew Microsoft Subscription Licensing**

Authorize the renewal of the Microsoft Subscription Licensing through an Arizona State Cooperative Purchase Agreement (three-year Enterprise Agreement (EA)) for an estimated annual expenditure of \$650,000 with SHI International Corp., Somerset, New Jersey. (IT-CPA-25-172) (Isaiah Kirk/Robin R. Wilson)

3. [MC 2025-182](#) **Cooperative Purchase and Contract: Renewal and Upgrade of Internet Circuits**  
Authorize the renewal and upgrade of the City's primary and secondary internet circuits to 10 Gbps, establishing dual-provider redundancy through Lumen Technologies and Allo Communications under a State of Arizona Cooperative Purchase Agreement and City Service Contract, in the estimated amount of \$75,000 annually for a five-year term. (IT-CPA-26-163) (Isaiah Kirk/Robin R. Wilson)
4. [MC 2025-183](#) **Job Order Contract Authorization: Main Street Water Treatment Plant Basin 1 & 2 Renovations**  
Authorize the execution of a job order contract (JOC) to conduct various repairs throughout City of Yuma's Main Street Water Treatment Plant to be processed by PCL Construction, Inc., for an expenditure of \$1,206,877.00. (Engineering - RFQ-25-159) (David Wostenberg/Robin R. Wilson)
5. **MC 2025-187** **Settlement Agreement: Yuma County Flood Control District**  
Approve settlement of the City of Yuma v. Yuma County Flood Control District et al. lawsuit. (City Administration/City Attorney) (Jay Simonton/Richard Files)

**Attachments:** 1. AGMT Settlement Agreement: Smucker Park Basin

ADDITION

## II. 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. [O2025-044](#) **Lease: Elevate Southwest**  
Authorize a two-year lease with an additional three-year option to Yuma Multiversity Campus Corporation, DBA Elevate Southwest, for City-owned property located at 2450 South Madison Avenue. (Administration) (Jay Simonton).

**Attachments:** [1. ORD Elevate Southwest](#)  
[2. EXH 1 Legal Description - Elevate Southwest](#)  
[3. EXH 2 Lease - Elevate Southwest](#)

2. [O2025-045](#)      **Rezoning of Property: Three properties located along 1st Avenue, between 12th Street and 13th Street**
- Rezone approximately 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District. (Community Development/Community Planning) (Alyssa Linville)
- Attachments:**      [1. P&Z RPT: Rezoning of Properties \(3\): 1st Avenue](#)  
                                 [2. ORD Rezoning of Properties \(3\): 1st Avenue](#)
3. [O2025-046](#)      **Ordinance Creating Title 19, Chapter 196 of the Yuma City Code Relating to Cross-Connection Control, Repealing Conflicting Provisions, and Providing for Related Matters.**
- Update and adopt drinking water system cross-connection control regulatory provisions by ordinance to strengthen enforceability, meet state and federal expectations, and provide transparency for residents and businesses. (Utilities Department/ Administration) (Jeremy McCall)
- Attachments:**      [1. EXH - Proposed Utility Regulations Changes](#)  
                                 [2. ORD Cross-Connection Control](#)

### III. INTRODUCTION OF ORDINANCES

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

1. [O2025-047](#)      **Rezoning of Property: 1731 S. Madison Avenue**
- Rezone approximately .15 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District. (Community Development/Community Planning) (Alyssa Linville)
- Attachments:**      [1. P&Z RPT Rezoning of Property: 1731 S. Madison Ave](#)  
                                 [2. ORD Rezoning of Property: 1731 S. Madison Ave](#)
2. [O2025-048](#)      **Rezoning of Property: 3064 and 3116 S. Avenue B**
- Rezone approximately 6.65 acres located at 3064 and 3116 S. Avenue B, Yuma, AZ, from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District (Community Development/Community Planning) (Alyssa Linville)
- Attachments:**      [1. P&Z RPT: Rezoning of Property 3064 and 3116 S. Avenue B](#)  
                                 [2. ORD Rezoning of Property: 3064 and 3116 S. Avenue B](#)



#### IV. 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 November 6, 2025 through November 19, 2025. 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.

#### V. 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.*

#### VI. 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.*

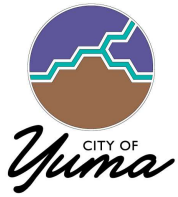
#### VII. EXECUTIVE SESSION

*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:*

*There are no additional Executive Session items scheduled at this time.*

**ADJOURNMENT**

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



# City of Yuma

## City Council Report

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**File #:** MC 2025-184

**Agenda Date:** 11/19/2025

**Agenda #:** 1.

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**Special Council Meeting Draft Minutes October 6, 2025**

**MINUTES**  
**SPECIAL CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**OCTOBER 6, 2025**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 11:00 a.m.

**ROLL CALL**

Councilmembers Present: Martinez, Morris, McClendon, Smith (telephonic), Morales, Watts (telephonic), and Mayor Nicholls  
Councilmembers Absent: None  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Deputy City Attorney, Rodney Short  
Various Department Heads or their representative  
City Attorney, Richard W. Files  
City Clerk, Lynda L. Bushong

**I. RESOLUTION OPPOSING THE TRANSFER OF COLORADO RIVER WATER**

Resolution R2025-095 - Resolution Opposing the Permanent Transfer of Colorado River Water from Greenstone RP, d/b/a “GSC Farms, LLC”, to the Town of Queen Creek, Arizona, as presented, and offering reasonable alternatives. (City Admin/City Atty)

**Short** presented the following information:

- Greenstone RP Group seeks to permanently transfer water rights from land in La Paz County to Queen Creek – a move seen as harmful to rural Arizona.
- This would be the first off-river water transfer in Arizona not involving the Central Arizona Project, setting a major precedent for future water policy.
- City Council has opposed the water transfer through Resolution R2019-051, which opposed the original proposal, and Resolution R2020-046, which urged the Bureau of Reclamation (BOR) to conduct a full Environmental Impact Statement (EIS).
- BOR initially conducted a lesser Environmental Assessment, concluding with a finding of No Significant Impact.
- Subsequently, on-river communities (Yuma, La Paz, and Mohave Counties) won a federal lawsuit, compelling BOR to revisit the analysis.
- BOR has now filed a Notice of Intent to conduct a full EIS.
- The City Council is being asked to reaffirm their opposition and submit formal comments during the public review period.
- Proposed alternatives in the Resolution include:
  - No Action – Reject the transfer entirely.
  - Conditional Approval – Allow transfers only when Lake Mead is at a safe level to support both water supply and power generation.

**Motion** (Morales/Morris): To adopt Resolution R2025-095. Roll call vote: **adopted** 7-0.

**II. EXECUTIVE SESSION/ADJOURNMENT**

There being no further business, **Mayor Nicholls** adjourned the meeting at 11:08 a.m. No Executive Session was held.

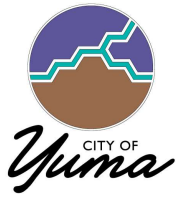
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

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

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

File #: MC 2025-180

Agenda Date: 11/19/2025

Agenda #: 1.

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

**TITLE:**

**Liquor License: Burros & Fries**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by Fernando Gonzalez Ruiz, agent for Burros & Fries located at 1680 S. Pacific Avenue. (LL25-19) (City Administration/City Clerk) (Lynda L. Bushong)

**STRATEGIC OUTCOME:**

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

**REPORT:**

Fernando Gonzalez Ruiz, agent for Burros & Fries located at 1680 S. Pacific Avenue, has applied for a Series #12: Restaurant Liquor License.

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

The application has been reviewed by Community Development, the Police Department, the Fire Department, and Business Licensing.

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

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

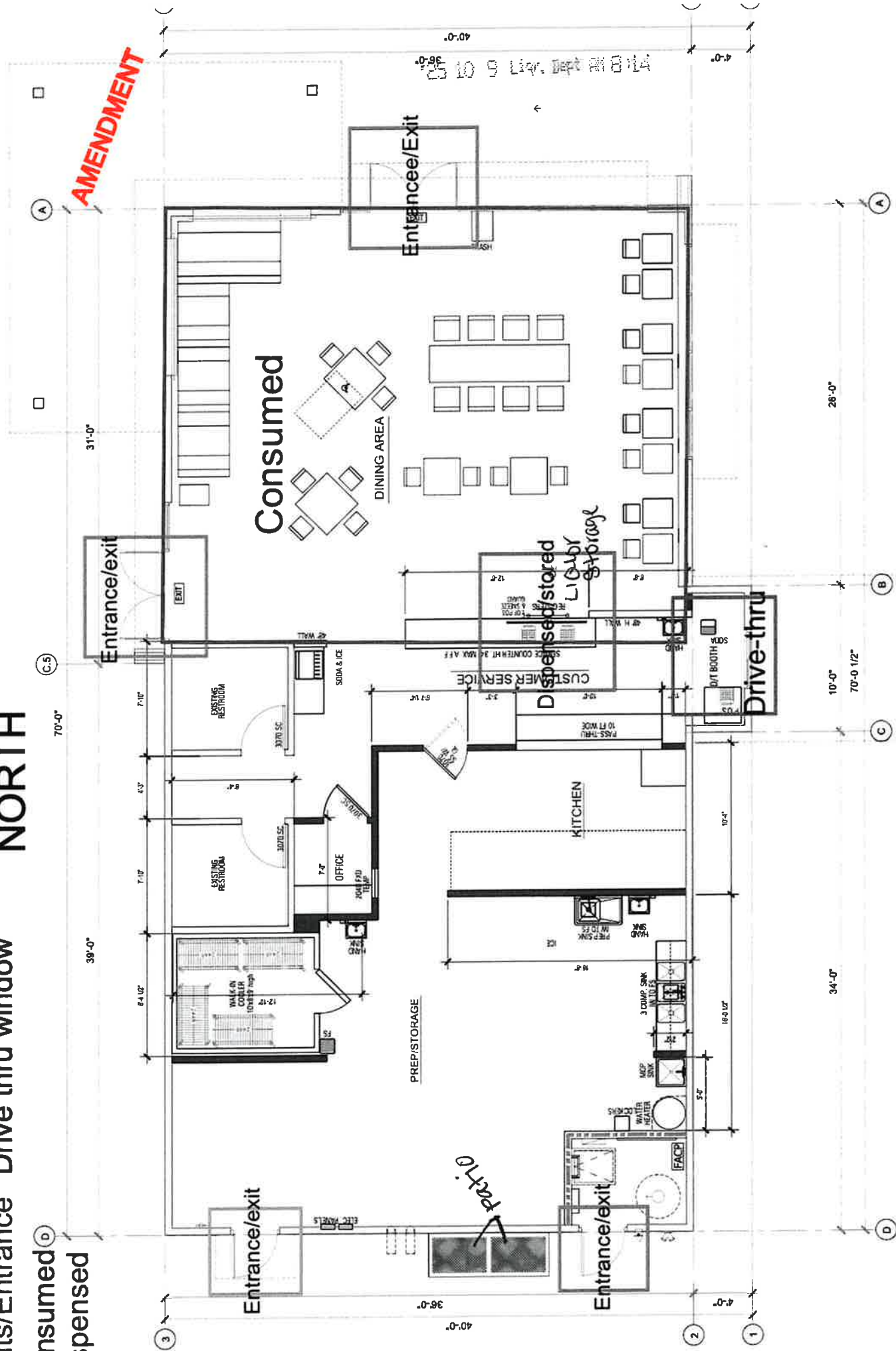
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



**PROPOSED FLOOR PLAN**      2564 sq ft  
1/4"=1'-0"      **BURROS + FRIES**      Yuma, AZ





# City of Yuma

## City Council Report

File #: MC 2025-181

Agenda Date: 11/19/2025

Agenda #: 2.

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

### TITLE:

**Cooperative Purchase Agreement: Renew Microsoft Subscription Licensing**

### SUMMARY RECOMMENDATION:

Authorize the renewal of the Microsoft Subscription Licensing through an Arizona State Cooperative Purchase Agreement (three-year Enterprise Agreement (EA)) for an estimated annual expenditure of \$650,000 with SHI International Corp., Somerset, New Jersey. (IT-CPA-25-172) (Isaiah Kirk/Robin R. Wilson)

### STRATEGIC OUTCOME:

The renewal of the Microsoft Enterprise Agreement supports the City Council's strategic outcome of Connected and Engaged by maintaining the secure, modern technology environment essential to daily City operations. This agreement ensures continued access to Microsoft 365, Windows, Defender, and related services that enable effective communication, collaboration, and cybersecurity across all departments.

### REPORT:

The City's Microsoft Enterprise Agreement provides centralized subscription licensing for the Microsoft 365 productivity suite, Windows operating systems, Microsoft Defender, and Azure-based security and device management tools.

This agreement enables the City to maintain compliance, receive ongoing updates, and access enterprise-grade support from Microsoft. The City's current agreement will expire on November 30, 2025, and renewal is required to avoid disruption of core services.

The renewal continues coverage for approximately 1,200 users and aligns with the City's technology modernization strategy. It also positions the City for the upcoming Copilot for Microsoft 365 rollout within the GCC (Government Community Cloud) environment. The agreement ensures readiness for device growth, AI integration, and continued compliance with Cybersecurity and Infrastructure Security Agency (CISA) and National Institute of Standards and Technology (NIST) cybersecurity frameworks.

Licensing will continue to be procured through SHI International Corp., utilizing a cooperative purchasing agreement.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 650,000.00	BUDGETED:	\$ 650,000.00
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	\$ 650,000.00	General	

**FISCAL IMPACT STATEMENT:**

Budget authority to continue this multi-year renewal is programmed in the City Council approved FY 2026 budget and financial forecast.

**ADDITIONAL INFORMATION:**

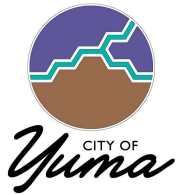
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

Acting City Administrator: John D. Simonton	Date: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



# City of Yuma

## City Council Report

File #: MC 2025-182

Agenda Date: 11/19/2025

Agenda #: 3.

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

### TITLE:

**Cooperative Purchase and Contract: Renewal and Upgrade of Internet Circuits**

### SUMMARY RECOMMENDATION:

Authorize the renewal and upgrade of the City's primary and secondary internet circuits to 10 Gbps, establishing dual-provider redundancy through Lumen Technologies and Allo Communications under a State of Arizona Cooperative Purchase Agreement and City Service Contract, in the estimated amount of \$75,000 annually for a five-year term. (IT-CPA-26-163) (Isaiah Kirk/Robin R. Wilson)

### STRATEGIC OUTCOME:

Upgrading and diversifying the City's internet connectivity supports the City Council's strategic outcome of Connected and Engaged by ensuring reliable, high-speed access to cloud-based systems, communication platforms, and essential City services. The addition of a secondary provider traveling a separate fiber route strengthens network resiliency and minimizes downtime risk, enhancing the City's ability to remain connected to the community and its partners.

### REPORT:

The City's existing (Two) 1 Gbps circuits from Lumen Technologies currently serves as the single external internet connection for all City operations, including Microsoft 365, OpenGov, Tyler New World (ERP), NeoGov (HRIS), and public safety systems. To support growing data demands, ensure high availability, and align with the City's modernization initiatives, the Information Technology Department recommends upgrading both the capacity and resiliency of the City's internet infrastructure.

The renewal includes:

- Upgrade of the existing Lumen circuits from 1 Gbps to 10 Gbps.
- Addition of a new 10 Gbps circuit from Allo Communications, routed in the opposite direction to provide geographic redundancy and diverse fiber paths.
- Automatic failover configuration for seamless continuity during outages or maintenance windows.

This dual-provider configuration will reduce single points of failure, improve connectivity to cloud services, and accommodate future technology initiatives including Copilot for M365, expanded GIS applications, and remote system monitoring.

Lumen's renewal will be executed through an existing cooperative purchasing agreement, and Allo's service contract will be entered directly with the vendor through already established City agreements.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 75,000.00	BUDGETED:	\$ 80,000.00
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	\$75,000.00	General	

**FISCAL IMPACT STATEMENT:**

Budget authority to continue this multi-year renewal is programmed in the City Council approved FY 2026 budget and financial forecast.

**ADDITIONAL INFORMATION:**

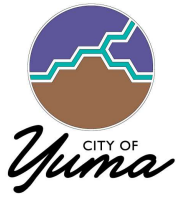
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Acting City Administrator: John D. Simonton	Date: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



# City of Yuma

## City Council Report

File #: MC 2025-183

Agenda Date: 11/19/2025

Agenda #: 4.

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

### TITLE:

**Job Order Contract Authorization: Main Street Water Treatment Plant Basin 1 & 2 Renovations**

### SUMMARY RECOMMENDATION:

Authorize the execution of a job order contract (JOC) to conduct various repairs throughout City of Yuma's Main Street Water Treatment Plant to be processed by PCL Construction, Inc., for an expenditure of \$1,206,877.00. (Engineering - RFQ-25-159) (David Wostenberg/Robin R. Wilson)

### STRATEGIC OUTCOME:

Approval of this job order contract supports the City Council's strategic outcome of Safe and Prosperous by ensuring that the water treatment facility meets regulatory standards and provides for critical maintenance of the facility.

### REPORT:

The proposed work at the Main Street Water Treatment Facility includes a series of specific repairs and upgrades including the following: the removal and replacement of deteriorated piping and redwood planks in basins 1 and 2, concrete repairs to address cracking and structural wear in walkways and around access hatches, and the replacement and repair of metal weirs and coatings to prevent corrosion and restore functionality. Additionally, extensive electrical conduit work will be performed, including the removal of outdated or damaged lines, installation of new PVC-coated conduits, and re-energizing of electrical systems. Other tasks include the repair and sealing of the east wall in the Zone 2 clearwell, which provides treated water that is pumped to the 16th Street Water tanks.

Each task addresses specific areas of wear, damage, or outdated infrastructure that have developed over the water treatment plant's operational history. The water treatment plant has served the community for many years, necessitating periodic maintenance to ensure continued reliability and safety. The outlined repairs are essential to maintaining the structural integrity, operational efficiency, and safety of the plant.

By addressing these issues at present, the City aims to invest in the plant's future, avoid more costly emergency repairs, and ensure that the facility continues to meet community needs in the years ahead.

The project is scheduled to begin January 2026 and completed by June 2026.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 1,206,877.00	BUDGETED:	\$1,500,000.00
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	\$ 1,206,877.00	Water Fund	

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

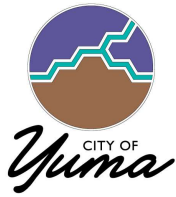
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None

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Acting City Administrator: John D. Simonton	Date: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



# City of Yuma

## City Council Report

File #: MC 2025-187

Agenda Date: 11/19/2025

Agenda #: 5.

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

### TITLE:

**Settlement Agreement: Yuma County Flood Control District**

### SUMMARY RECOMMENDATION:

Approve settlement of the City of Yuma v. Yuma County Flood Control District et al. lawsuit. (City Administration/City Attorney) (Jay Simonton/Richard Files)

### STRATEGIC OUTCOME:

The resolution of this lawsuit supports the City Council's Respected and Responsible strategic outcome.

### REPORT:

In 2015 the City of Yuma (City) and Yuma County Flood Control District (District) entered into an amended and restated Intergovernmental Agreement (IGA) to provide for storm drainage and flood control (Project) for the benefit of the citizens and residents of the City and the District through the construction of the Smucker Park Retention Basin. Under the IGA, the District contracted with Meridian Engineering Company (MEC) to perform the construction work.

The City asserts that MEC's performance of the construction work as the District's contractor resulted in damage to Smucker Park's trees and landscaping and caused sanitary sewer overflows. These issues required significant cleanup and restoration efforts, resulting in substantial costs to the City.

The City and the District have negotiated a settlement agreement under which the District will pay the City \$550,000 as reimbursement for these costs. In exchange the City will dismiss its lawsuit.

Approval of this motion authorizes the City to enter the attached settlement agreement and to dismiss the lawsuit in accordance with the terms of the agreement.

### FISCAL REQUIREMENTS:

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

**FISCAL IMPACT STATEMENT:**

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: 11/18/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/18/2025



## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into as of November \_\_\_\_, 2025 (“Effective Date”), by and between the City of Yuma, Arizona, a municipal corporation (“City”), and the Yuma County Flood Control District, a political subdivision of the State of Arizona organized under A.R.S. § 48-3601 *et seq.* (“District”). The City and District may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

- A. The City owns Smucker Park, a 44-acre park located within the City’s corporate limits.
- B. The District maintains and operates flood control and drainage facilities and regulates floodplains within Yuma County.
- C. On or about June 1, 2015, the City and the District entered into an Amended and Restated Intergovernmental Agreement (“IGA”) to provide for storm drainage and flood control for the benefit of the citizens and residents of the City, the District, and the public in general through the construction of the Smucker Park Retention Basin (the “Project”).
- D. The construction of the flood control Project was designed and planned for the north half of Smucker Park and originally intended to hold 100-acre feet of stormwater. The area of the north half and south half of Smucker Park are depicted in the Project documents.
- E. Pursuant to the IGA, the District entered into a contract with Meridian Engineering Company (“MEC”) to provide labor and materials for the construction of the Project.
- F. The City contends that, due to: (1) MEC’s negligence in performing the work on the Project and (2) the District’s failure to properly manage MEC’s work, the City has suffered damages.
- G. Specifically, the City contends that: (1) the north half of Smucker Park (the “Project Area”) was disturbed and requires restoration, including mature trees, sidewalks, lighting, irrigation, turf, and park equipment; (2) a number of mature trees and landscaping on the south half of Smucker Park died due to the unavailability of irrigation water for an extended period of time; and (3) the City incurred costs in responding to and cleaning up sanitary sewer overflows associated with the Project.
- H. The City filed a claim with the District then a lawsuit in the Yuma County Superior Court, captioned *City of Yuma v. Yuma County Flood Control District, et al.*, and docketed as Case No. S1400CV202401035.
- I. The Parties’ desire to fully and finally resolve all of the City’s claims relating to the the Lawsuit, and the District’s activities in or affecting Smucker Park, including but not limited to those related to multiple sewer-overflow responses and site restoration (the “Claims”), without litigation or further dispute.

**NOW, THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **1. PAYMENT**

**1.1 Amount and Purpose.** The District shall pay the City the sum of Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) (“Settlement Payment”) within ten (10) calendar days after the Effective Date. The City shall use the Settlement Payment as follows:

- a. The City will purchase and install 55 trees in Smucker Park and restore the landscaping and irrigation on the south half of Smucker Park. All City work on the south half of Smucker Park will occur in accordance with the City’s timeline and on the City’s schedule and convenience.
- b. The City will reimburse its expended cleanup costs and sanitary sewer overflow response costs associated with the multiple releases of sanitary sewage into the Park.
- c. The City covenants that other than reimbursing the City for the City’s sanitary sewer overflow response expenses, the entire Settlement Payment shall be used for the improvement or betterment of Smucker Park and for no other purpose.
- d. The Settlement Payment constitutes full and final consideration for all City Claims described in this Agreement, including damage to the south half of Smucker Park, the City’s cost to replant trees in the Project Area as described in Section 2.1 below, and reimbursement to the City for costs incurred in responding to and cleaning up sanitary sewer overflows.

**1.2 Form of Payment.** Payment shall be made by wire transfer or check payable to “City of Yuma” and delivered to the City’s Finance Department, or by another method approved in writing by the City.

**1.3 Condition of Release.** Receipt of the full Settlement Payment is a material condition precedent to the City’s release of claims under Section 4.

### **2. RESTORATION OBLIGATIONS**

**2.1 Scope.** The District shall undertake its best efforts to, at its sole cost, restore the north half of the Smucker Park Project Area to the same condition as prior to commencement of the Project or as otherwise required by the IGA. All rights of inspection and acceptance of the work, as well as any warranties, shall be consistent with the Parties’ existing agreement. Notwithstanding the foregoing, the Parties agree to modify the scope of the Project to remove the portion concerning Avenue A. Whether required by the IGA or otherwise, restoration shall include, but not be limited to:

- a. Repair or replacement of all walking paths and sidewalks in accordance with timing agreed to by the City;
- b. Replacement and repair of all lighting systems, irrigation systems (including sprinkler heads, mainlines, laterals and as-built drawings of the entire north half irrigation system);
- c. Reestablishment of turf in consultation with the City Parks Department regarding type of turf (Rye and/or Bermuda), timing, and topography;
- d. Repair or replacement of all park equipment to a condition equal to or better than prior to the start of the Project;
- e. Regrading and landscaping consistent with City park standards;
- f. Removal of all trees from the north half of the Park designated by the City for removal;
- g. Removal of all construction materials and debris; and,
- h. Completion of all punch list items after City inspection.

The City of Yuma Parks department will purchase and plant replacement trees in the north half of the Smucker Park Project Area at a time determined appropriate by the City Parks Department.

**2.2 Plans and Standards.** The City may issue written restoration standards and a punch list of required work. The District shall complete restoration of the north half of Smuck Park in accordance with those standards and any mutually approved restoration plan.

**2.3 Schedule and Access.** Restoration shall commence within ninety (90) days of the Effective Date, subject to weather conditions, material availability, and coordination with the City Parks Department. The City shall provide reasonable site access to the Project Area for the District and its contractors.

**2.4 Inspection and Acceptance.** Upon substantial completion, the District shall notify the City for inspection. The City shall issue written acceptance or identify deficiencies in writing. The District shall correct all deficiencies within a reasonable period.

**2.5 Warranty.** For one (1) year after written acceptance, the District shall repair or replace, at its expense, any restoration work found defective due to materials or workmanship, excluding normal wear or vandalism.

**2.6 City's Responsibility for South Half of Smucker Park.** The City shall be solely responsible for the restoration of the south half of Smucker Park, including replanting or replacing trees lost due to lack of irrigation. The District shall have no responsibility for the south half other than maintaining any existing flood-control facilities located there.

### **3. LONG TERM STORMWATER MANAGEMENT PLAN UPDATE**

**3.1 District Commitment.** As a material consideration for this Agreement, the District agrees to lead the preparation and completion of an updated and revised Flood Control District stormwater control plan to address localized flooding within the City of Yuma. The plan shall identify and prioritize flood-prone areas within the City of Yuma for future flood control projects, with construction timing to be determined. The construction of any future flood control projects identified by such updated and revised plans shall be governed by separate written agreement(s), and nothing in this Section shall be construed as binding any Party to construct any such flood control projects.

### **4. RELEASE OF CLAIMS**

**4.1 Release by the City.** Upon receipt of the Settlement Payment, the City, for itself and its departments, officers, employees, agents, and assigns, fully and forever releases and discharges the District and MEC, and their respective officers, employees, agents, and representatives, from any and all claims, demands, causes of action, damages, or liabilities of any kind, known or unknown, contingent or not contingent, presently existing or arising in the future, arising from or related in any way to the Claims, and the Lawsuit, and/or the activities in and around Smucker Park, including the City's responses to sanitary sewer overflows as detailed in the City's Notice of Claim to the District and subsequent Lawsuit.

**4.2 Reservations.** This release does not extend to claims arising from new or unrelated District activities occurring after the Effective Date, or to the City's non-waivable regulatory, police, or zoning powers. Further, nothing in this Agreement shall be construed as a release or waiver of any claims that the District may have against MEC.

**4.3 Dismissal of litigation.** The City will file a Rule 41(a)(1)(A)(i) Notice of Dismissal of the Lawsuit with prejudice no later than one (1) business day after receiving an executed copy of this Agreement from the District. The prompt dismissal of the Lawsuit is a material consideration for the Settlement Payment.

### **5. NO ADMISSION OF LIABILITY**

This Agreement represents a compromise of disputed matters. No Party admits fault or liability.

### **6. FURTHER ASSURANCES; CONTINUING COOPERATION**

The Parties agree to execute any and all documents and to take all additional actions that may be necessary or appropriate to effectuate the basic terms and intent of this Agreement. The Parties further agree to cooperate with each other in upholding the validity of this Agreement and in completing the Project pursuant to the IGA.

## **7. AUTHORITY AND APPROVAL**

Each Party represents that execution of this Agreement has been duly authorized under applicable Arizona law, including compliance with the Arizona Open Meeting Law (A.R.S. § 38-431 *et seq.*), and that the signatories below are duly authorized to bind their respective entities.

## **8. GOVERNING LAW; VENUE; MEDIATION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Venue for any dispute shall lie in the Superior Court of Arizona in and for Yuma County. If a dispute arises out of or related to this Agreement, and if such dispute cannot be settled through direct discussions, the Parties agree to endeavor to first settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before filing a lawsuit..

## **9. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement constitutes the entire understanding between the Parties concerning its subject matter. Any amendment must be in writing and signed by both Parties.

## **10. SEVERABILITY**

If any provision is determined invalid, the remainder shall continue in full force provided the essential terms can still be performed.

## **11. CONSTRUCTION**

The Parties acknowledge that they: (a) have consulted with (or had adequate opportunity to have this Agreement reviewed by) legal counsel; (b) have been advised by independent legal counsel in relation to this Agreement; and (c) have executed this Agreement after independent investigation and without fraud, duress, or undue influence. Each of the Parties has read this Agreement carefully, knows and understands its contents, and has made such investigation as each deems necessary or desirable. This Agreement shall be deemed drafted equally by all Parties, the language of this Agreement shall be construed as a whole according to its fair meaning, and the Parties expressly waive any common law or statutory rule of construction that ambiguities should be construed against any Party. The captions and headings are inserted for convenience only and shall not be used to interpret, construe, or in any way affect the meaning of the Agreement.

## **12. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in counterparts, each deemed an original, and signatures transmitted electronically shall have the same effect as originals.

CITY OF YUMA, ARIZONA

YUMA COUNTY FLOOD  
CONTROL DISTRICT

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John D. Simonton  
Acting City Administrator

---

Martin Porchas  
Chairman, Board of Directors

Attest:

Attest:

---

Lynda L. Bushong  
City Clerk

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Desiree Gunderman  
Clerk of the Board

Approved as to form:

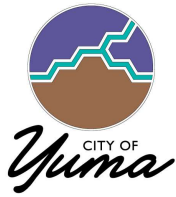
Approved as to form:

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Richard W. Files  
City Attorney

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Karolyn Kaczorowski  
County Attorney



# City of Yuma

## City Council Report

File #: O2025-044

Agenda Date: 11/5/2025

Agenda #: 1.

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

**TITLE:**

**Lease: Elevate Southwest**

**SUMMARY RECOMMENDATION:**

Authorize a two-year lease with an additional three-year option to Yuma Multiversity Campus Corporation, DBA Elevate Southwest, for City-owned property located at 2450 South Madison Avenue. (Administration) (Jay Simonton).

**STRATEGIC OUTCOME:**

This lease supports local economic development objectives by fostering entrepreneurship, small business growth, and workforce development which furthers the City Council's strategic outcome of Connected and Engaged. Additionally, the interim use of the vacant facility activates a City-owned property while advancing the long-term vision for a regional Innovation Hub.

**REPORT:**

Elevate Southwest (Tenant) has requested to lease City-owned property located at 2450 South Madison Avenue for an initial term of two years with an option to extend the lease for an additional three years. Elevate Southwest intends for this lease to serve as an interim location for operations while plans advance for a future Innovation Hub complex that will provide a permanent facility.

The South Madison Avenue property formerly housed Fire Station No. 3 until 2006, when the new facility was completed at 508 E. 25<sup>th</sup> Street. YRCS subsequently occupied the property for several years for their radio maintenance operations until 2022. The property has remained vacant since 2022.

Under the proposed lease, the Tenant will pay the City a total of \$12,000.00 dollars in rent, \$500 per month, over the initial two-year term. If the Tenant exercises its option to extend the lease for an additional three years, the Tenant will pay an additional \$36,000.00 dollars in rent, \$1,000 per month, over the extension period. In addition, the Tenant agrees to invest a minimum of \$25,000.00 dollars in improvements to the property at its own expense. All improvements made to the property shall belong to the City at the termination of the Lease without reimbursement or credit to the Tenant.

Elevate Southwest intends to use the facility primarily for office use and to provide space for entrepreneurial, incubator, and educational programming supporting innovation and business development within the Yuma community.

**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	N/A	

**FISCAL IMPACT STATEMENT:**

The new lease agreement will bring new rental revenues to the City and increase the value and future potential of the Property for the City.

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: Jennifer Reichelt for John D. Simonton	Date: 10/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 10/26/2025



**ORDINANCE NO. O2025-044**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING A LEASE OF CITY-  
OWNED PROPERTY WITH YUMA MULTIVERSITY CAMPUS  
CORPORATION, DBA ELEVATE SOUTHWEST, A 501-C3 NON-PROFIT  
ARIZONA CORPORATION**

WHEREAS, the City of Yuma (City) is authorized pursuant to the Yuma City Charter, Article III, Section 2, to lease City-owned property as the public interest of the City may require and as would be of public benefit; and,

WHEREAS, the City owns the real property located at 2450 South Madison Avenue depicted in Exhibit 1 (Property); and,

WHEREAS, the Yuma Multiversity Campus Corporation, DBA Elevate Southwest, desires to lease the Property from the City that will result in revenue to the City and in improvements to the Property.

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

SECTION 1: The City Council approves leasing the Property to Elevate Southwest under terms and conditions substantially similar to Exhibit 2 attached and incorporated as part of this Ordinance.

SECTION 2: The lease of the Property is approved, and the City Administrator is authorized to execute a lease agreement in substantially the same form on behalf of the City.

SECTION 3: Exhibits on file at the City Clerk's Office, One City Plaza, Yuma, Arizona.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2025.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**Exhibit 1**  
**Legal Description**

Lots 5 & 6 La Mesa Linda Subdivision

Legal Description Verified

City Engineer	Date
<i>David Wostenberg</i>	<i>10/27/2025</i>

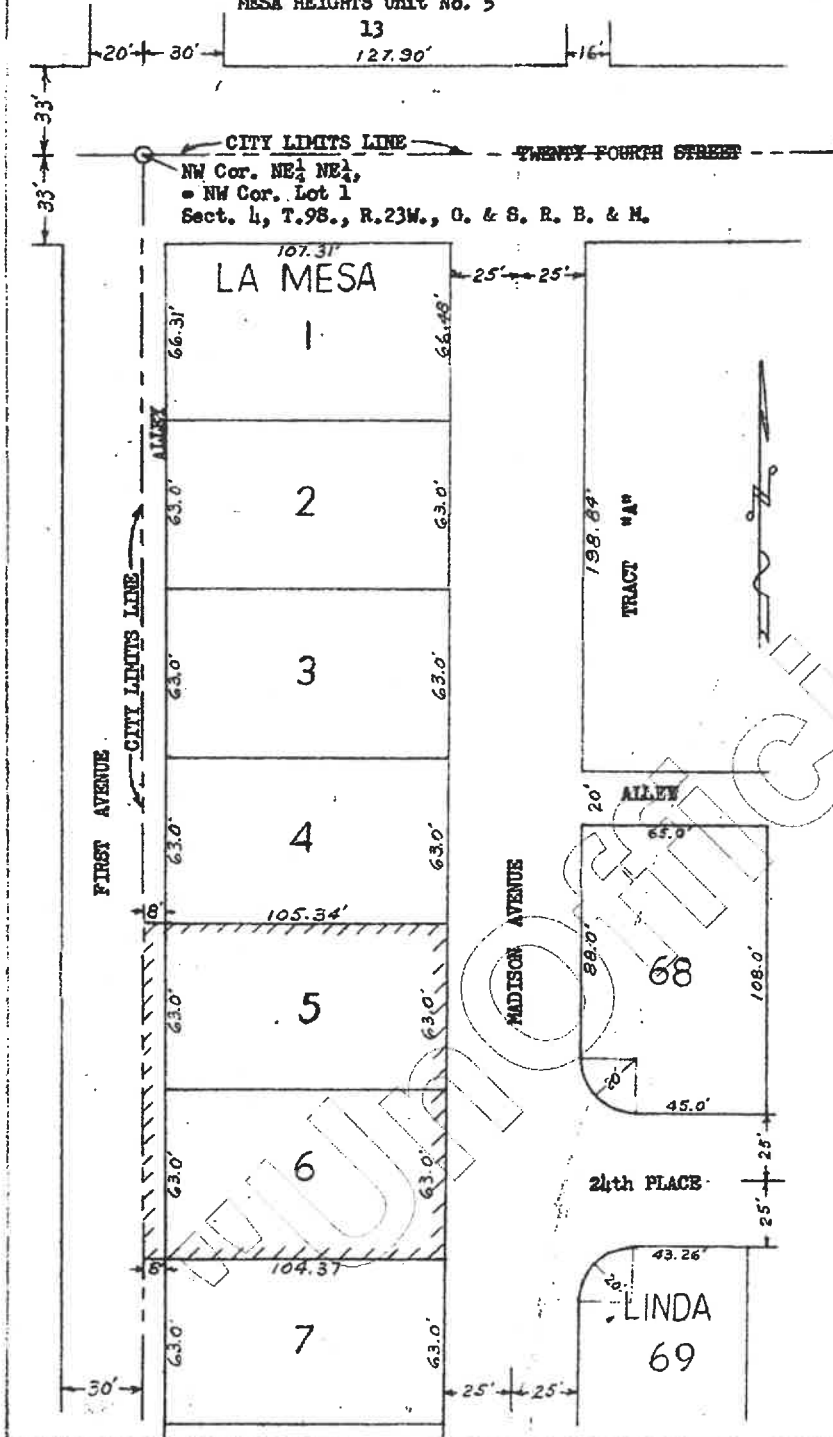
CITY OF YUMA, ARIZONA

MESA HEIGHTS Unit No. 5

13

127.90'

1



Contiguous territory annexed to the City of Yuma, State of Arizona. Lots five (5) and six (6) and that portion of the dedicated alley lying Southerly of the Westerly prolongation of the North line of said Lot five (5) and lying Northerly of the Westerly prolongation of the South line of said Lot six (6), all in La Mesa Linda, Yuma County, Arizona, according to the Plat of Record in the office of the County Recorder of Yuma County, Arizona, in Book 3 of Plats at page 140.

Certificate:

I hereby certify that the map hereon of the territory annexed to the City of Yuma, State of Arizona, is a full, true and correct map thereof.

*Hugh Faulds*  
Mayor

Attest:

*Edward C. Kirk*  
City Recorder



I hereby certify that the map hereon separately and correctly represents the territory annexed under Ordinance No. 717 and that the designations thereon conform to the maps and plats on file in the Office of the Recorder of Yuma County, Arizona.

*Mulford Wilson Jr.*  
City Engineer

Ordinance No.

717

Passed:

August 6th, 1957

Effective:

August 17th, 1957

LEGEND

Scale: 1" = 50'

Present City Limits: \_\_\_\_\_

Area to be annexed: \_\_\_\_\_

State of Arizona  
County of Yuma  
I hereby certify that the within instrument was filed and recorded at the request of  
1957 AUG. 16 PM 1 02  
City of Yuma  
Book 4 of Plats

*Wagon D. Wagon*  
County Recorder  
*Viola Hawthorne*  
County Recorder

**Exhibit 2**  
**LEASE OF CITY OF YUMA PROPERTY LOCATED AT**  
**2450 S. Madison Avenue.**

THIS LEASE ("Lease") is made and executed at Yuma, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), between the City of Yuma, an Arizona municipal corporation, as Lessor, and Yuma Multiversity Campus Corporation, DBA Elevate Southwest, a 501-C3 Non-Profit Arizona corporation, as Lessee.

IT IS AGREED by and between the parties as follows:

1. **Description of Premises.** The Lessor hereby leases to Lessee on the terms and conditions described in this Lease, all buildings, structures, and vacant land of real property (collectively, the "Premises"), owned by the Lessor and located at a situs address of 2450 S. Madison Avenue.
2. **Term.** This Lease shall be in effect for a term of two years commencing on the Effective Date and may be renewed for an additional three-year term by written notice, delivered from Lessee to Lessor at the address shown in Section 6 below, no later than 60 days prior to expiration of the first two-year term. Each party guarantees that it shall not terminate the lease prior to the conclusion of the first two years following the Effective Date.
3. **Termination.** This Lease will terminate at the end of the two-year term unless extended for an additional three-year term or terminated earlier in accordance with Section 12 below. At the termination of this Lease, Lessee shall surrender the Premises to Lessor in as good as or better condition and repair than delivered to Lessee.
4. **Holding Over.** Lessee agrees not to holdover after the termination of this Lease. Should Lessee holdover, Lessee shall pay month to month rent to Lessor in an amount double the amount described in Section 6 below.
5. **Lessee Improvements.** In consideration of Lessee's obligations to: (1) make improvements to the Premises at a significant expense to Lessee of no less than \$25,000, *including but not limited to electrical and communication upgrades, new air conditioning unit and general building repairs prior to occupancy*, City agrees to a reduced rent described in Section 7 below.

Obligations (1) and (2) in this Section 5 are material terms of this Lease Agreement, and shall operate as a covenant of Lessee until completion of the Lessee Improvements.

Once installed, Lessee agrees that all Lessee Improvements shall become the property of the City of Yuma and that at the termination of this Lease, Lessee relinquishes all claims to title, reimbursement, or credit for Lessee Improvements.

6. **Rent.** Lessee agrees to pay the Lessor as rent for the Premises, for the first two years, a total sum of twelve-thousand (\$12,000)(Rent) payable in monthly installments at the rate of five hundred dollars (\$500.00) per month. For the remaining three years of the initial lease the

Lessee agrees to the sum of thirty-six-thousand dollars (\$36,000.00) (“Rent”), payable in monthly installments at the rate of one thousand dollars (\$1,000.00) per month for the remaining three-years of the term of the Lease, each installment is due and payable on the 1<sup>st</sup> day of each month until paid in full.

Payments shall be marked One City Plaza and mailed or delivered in person to:

City of Yuma  
Attn: Accounting  
One City Plaza  
Yuma, Arizona 85364

7. In addition, Lessee agrees to do and perform all the covenants and agreements in this Lease. If any payment by Lessee is returned for insufficient funds (“NSF”) or if Lessee stops payment, Lessor may require that the Lessee pay all future Rent installments in cash, by money order, or cashier’s check, in addition to a \$100.00 NSF fee for each returned check.
8. **Security Deposit.** Upon execution of this Lease, Lessee shall deposit with Lessor the sum of one thousand five hundred dollars (\$1,500.00), receipt of which is hereby acknowledged by Lessor, as a security deposit.
9. **Late Charges.** Lessee acknowledges that “due and payable on the 1<sup>st</sup> day of the month” means receipt of the monthly Rent installment by the Lessor on the 1<sup>st</sup> day of the month, and that late payment by Lessee to Lessor of the monthly Rent installment or other sums due under this Lease will cause Lessor to incur costs not contemplated by this Lease. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if Lessee fails to pay any monthly installment of Rent or any other sum within five (5) days after the monthly Rent installment is due and payable under this Lease, Lessee shall pay Lessor, as liquidated damages, a late charge equal to 10% of each such installment or sum due. In the event Lessor elects to waive the late charge with respect to any single installment, the waiver shall not be deemed to constitute a waiver with respect to any subsequent installment due.
10. **Interest on Rent in Arrears.** Any installment of Rent, NSF fee, or late charges accruing under the provisions of this Lease which are not paid when due shall bear interest at the rate of twelve (12%) percent per annum (1% per month) from the date due under the terms of this Lease. Such interest shall continue to accrue until such time as Lessee pays the amount due in full.
11. **Use.** The Premises shall only be used for office, entrepreneurial, incubator, and educational programming space supporting innovation and business development unless Lessee obtains the prior written consent of the Lessor for other uses. Any use of the Premises shall be in accordance with all City, County, and State laws and regulations and this Lease (“All Applicable Laws”).
12. **Notice of Lease Termination.** Two years after the Effective Date, Lessor may terminate the Lease at any time before the term ends if Lessor gives Lessee 60 days’ written notice of Lessor’s intent to terminate the Lease. In the event of Lease termination for the convenience

of Lessor under this Section 12, no additional installment of Rent shall be due and payable to Lessor after Lessee vacates the Premises.

13. **Smoking.** No smoking is permitted inside any building or structure on the Premises.
14. **Assignment and Subletting.** The Lessee may from time to time sublet space within the Premises to entrepreneurial startups and such use is considered approved as part of this agreement and shall not require additional approval of the sublease or subtenant, even if the subtenant is a separate entity, so long as the subtenant is subject to all terms of this Lease and All Applicable Laws. Use of the Premises or any part of the Premises for entrepreneurial, incubator start-up space or educational is approved.
15. **Condition of Premises.** The Premises (including all buildings and structures) are rented "as is." Upon termination of Lease, the Premises shall be restored to as clean condition or better condition and good repair as when leased, normal wear and tear excepted. Lessee shall remove all personal property, except those items permanently affixed before vacating the Premises. Lessee shall obtain the City Administrator's written consent prior to making any changes, alterations, or improvements to the Premises, including the Lessee Improvements described in Section 5, in the event Lessee seeks to count the Lessee Improvements towards Lessee's obligations to qualify for below market rent. Lessee shall not cause, or permit to be caused, any damage to the Premises.
16. **Right of Entry.** Lessor reserves the right to enter the leased Premises. Lessor shall provide Lessee as much prior notice of entry as is reasonable under the circumstances, and if unable to provide notice, for example, if necessitated by an emergency or governmental function, written notice of access shall be sent to Lessee within five (5) business days following the access. Lessor will use Lessor's best efforts to ensure that Lessee's operations are not interrupted.
17. **Taxes.** Non-profit organizations that are exempt from taxation under section 501(c)(3) of the internal revenue code are exempted from paying the government property lease excise tax per A.R.S. § 42-6208(13). Notwithstanding the foregoing, Lessee will be solely responsible during the term of the Lease for paying any excise, sales, property, privilege or any other applicable tax imposed or levied by any government or governmental agency attributed to the Premises.
18. **Conduct of Business.** Lessee shall not use or permit the Premises, or any part of the Premises, to be used for any purpose or purposes other than the purposes for which leased. No use shall be made or permitted to be made of the Premises which will increase Lessor's existing rate of insurance on the Premises or cause a cancellation of any insurance policy on the Premises. Lessee shall not sell or permit to be kept on the Premises, any article which may be prohibited by the standard form of fire insurance policy.
19. **Compliance with Authorities.** Lessee shall, at Lessee's sole cost and expense, comply with and observe All Applicable Laws now in force or which may hereafter be in force, pertaining to the Premises.

20. **Utilities.** Utilities (including, but not limited to, water, wastewater, gas, telephone and telecommunications, cable, internet, and sanitation) and janitorial and facilities maintenance services are not included in the Rent set forth in Section 6 of this Lease and are the sole responsibility of the Lessee. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services resulting from matters not within Lessor's control. Lessee shall keep and maintain, at Lessee's own cost and expense, any fire alarm and fire suppression system currently installed on the Premises.

21. **Maintenance.**

a. Lessor is leasing the Premises "as is." In exchange for below market Rent, Lessee shall keep and maintain the roof, exterior surfaces, and all electrical and mechanical systems of the subject Premises in a good state of repair. Lessee shall be responsible for all interior and exterior maintenance of the Premises at Lessee's sole expense, including but not limited to interior and exterior walls, plumbing fixtures, electrical fixtures, heating and air conditioning systems, doors, windows, and gas and electrical service if applicable.

B. Lessee shall insure the Premises against fire, flood or casualty loss as described in Section 22 and name the Lessor as the loss payee. Lessee shall obtain such insurance as Lessee deems necessary to insure the Premises against vandalism, theft, window glass breakage, exterior vandalism, and casualty and fire loss as to Lessee's own merchandise and wares or other personal property. Lessee's insurance shall not relieve Lessee from indemnifying Lessor from loss as described in Section 31 below.

C. In the event of injury or damage to the Premises, unless caused by the Lessor, Lessee shall immediately repair and replace the damaged Premises at Lessee's expense, and if not properly done by Lessee, Lessor may make said repair and Lessee shall be liable to repay and reimburse Lessor, as additional rent, all expenses in connection herewith.

D. The Lessee acknowledges the age of the building and that construction materials contained within the building may contain asbestos fibers. Any building modifications, remodel work or substantial maintenance activities that may disturb the asbestos materials must be approved by the City Administrator. All asbestos containment cost associated with approved work are the responsibility of the Lessee.

22. **Insurance.** As a condition of this Lease and prior to Lessee taking possession of the Premises, Lessee shall, at Lessee's sole expense, secure and maintain during the term of this Lease, Commercial General Liability insurance including bodily injury, property damage, contractual, and personal injury insurance from a company authorized to do business in the State of Arizona. Liability limits shall be no less than \$1,000,000 per occurrence, and no less than a \$2,000,000.00 general aggregate limit.

If Lessee has employees, Lessee must carry Worker's Compensation Insurance for obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services in an amount of not less than the statutory required minimums.

Prior to Lessee taking possession and at all times during the term of this Lease, Lessee shall procure and maintain, at Lessee's sole expense, "all risk" property insurance for damage or other loss caused by fire, flood, or other casualty or cause, including, but not limited to vandalism and malicious mischief, theft and water damage of any type, including sprinkler leakage, bursting of pipes and explosion, in a amount not less than ninety (90%) percent of the replacement cost of all buildings on the leased Premises. Such policy shall name the City of Yuma as the loss payee with respect to the Premises.

All of the policies set forth above shall include endorsements which Lessee shall deliver to Lessor prior to Lessee's taking possession of the property (and thereafter upon renewal of such insurance) that: (a) name Lessor and Lessor's officers, elected officials, agents, directors and employees as a named insured for all coverages under Lessee's policies; (b) provide that such policies of insurance shall not be canceled unless thirty (30) days prior written notice from the insurer to the Lessor has been given at the address shown in Section 7 with a copy to the City Attorney, One City Plaza, Yuma, Arizona 85365; (c) shall waive subrogation against the Lessor and all named insureds for losses arising from all activities under this Lease; and (d) shall provide primary coverage to Lessor and Lessor's named insureds regardless of whether Lessor has similar or duplicate in coverage under Lessor's policy. Lessee recognizes that Lessor shall have no insurance obligations under this Lease and by Lessee's signature below, acknowledges that Lessee has advised Lessee's insurer of this fact.

23. **Vacation or Abandonment.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, surrenders or is dispossessed of the Premises by process of law or otherwise, any personal property belonging to Lessee and left on the Premises, shall be deemed abandoned. Vacation or abandonment of the Premises by the Lessee does not relieve Lessee of the duty to pay Rent for the remainder of the term of this Lease.
24. **Breach.** In the event of any breach of this Lease by Lessee, then Lessor, in addition to any other rights or remedies Lessor may have, has the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be removed and stored in any other place, for the account of, and at the expense and the risk of Lessee. Lessee waives all claims for damages which may be caused by the re-entry of Lessor and Lessor's taking possession of the Premises or removing or storing the property as described. Lessee will save Lessor harmless from any loss, costs or damages occasioned Lessee thereby, and no such re-entry will be considered or construed to be a forcible entry. Should Lessor elect to re-enter, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or Lessor may from time to time, without terminating this Lease, re-let the Premises or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Lessor in Lessor's sole discretion may deem advisable with the right to make alterations and repairs to the Premises. If Lessor at any time terminates this Lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of Lessee's breach, including the cost of recovering the Premises and the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated term.



25. **Restrictions.** This Lease is subject to any and all provisions of leases and encumbrances of record under which Lessor holds title or possession of the Premises.
26. **Non-Waiver for Breach.** The failure by Lessor to pursue a remedy of any default or breach of any term, covenant or condition in this Lease shall not be deemed a waiver of such term, covenant or condition, or any subsequent breach of the same or other term, covenant or condition herein contained. The acceptance of Rent shall not act as a waiver of any breach by Lessee of any term, covenant, or condition of this Lease.
27. **Additional Rules and Regulations.** Lessor has the further right and power to prescribe rules and regulations for the use, entry, operation, and management of the Premises, to ensure the safety, care and cleanliness of the Premises and the preservation and good order thereon. Such additional rules and regulations will not materially alter or impair Lessee's use of the Premises nor increase the costs to Lessee, except to the extent that additional rules and regulations are mandated by state or federal laws that may affect costs.
28. **Cumulative Remedies.** It is understood and agreed that the remedies of Lessor are cumulative, and the exercise of any one remedy by Lessor is not to the exclusion of any other remedy.
29. **Heirs, Successors and Assigns.** The covenants and conditions in this Lease will, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the Lessee, and the Lessee and assignee, shall be jointly and severally liable under this Lease.
30. **Effectiveness.** This Lease shall become effective and binding upon Lessor and Lessee when the following occurs:
- A. Each party has signed and delivered to the other party a copy of this Lease.
  - B. All blanks have been completed or filled in.
  - C. Certificates of insurance and all endorsements have been provided.
31. **Indemnity.** The Lessee agrees to indemnify, protect, defend and hold the Lessor harmless for, from and against any and all claims, costs, liabilities, judgments, losses or expenses (including, without limitation, attorneys' fees and costs) arising out of, resulting from or connected with any matters, actions, acts, failure to act, errors, omissions or conditions attributable, to the fault or negligent or intentional act of the Lessee (including but not limited to the fault of the Lessee's employees, agents, contractors, subcontractors, representatives, licensees or invitees) occurring on the Premises or related to the Lease of the Premises during the term of the lease.

This indemnity provision shall also apply to any liability or remediation costs under CERCLA, state statute, or municipal ordinance arising because of contamination of the Premises or the surrounding environment, or violation of any Federal or state environmental laws due to any discharge of waste, regardless of whether the event requiring such remediation was intentional or accidental. At the time of entering this Lease, there is no

contamination on the Premises known to Lessor and Lessor has conducted both a Phase I and Phase II study in 2023 to be used as a baseline of the existence or non-existence of any contamination on the Premises. Lessee's indemnity of Lessor under this Section 31 shall survive the expiration or early termination of this lease.

32. **Force Majeure.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature, or act of war or other event beyond the control of the Lessor, the Lessor may, at Lessor's sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair and that all of Lessee's insurance and indemnity requirements have been satisfied, Lessee will be relieved of any further obligation to pay Rent beyond the date the event occurs. Lessee shall, if feasible, remove all personal property from the Premises.
33. **Compliance with Law.** Lessee must comply with all federal, state, and local laws and ordinances applicable to Lessee's performance under this Lease. Lessee will comply with the Americans with Disabilities Act (ADA) and will indemnify the Lessor for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. Lessee will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Lease, and will comply with the terms and intent of title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, Lessee agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law.
34. **Time.** Time is of the essence in this Lease and each provision of this Lease unless otherwise specified.
35. **Entire Agreement.** This Lease contains the entire agreement between the parties and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Lease, or specifically referred to in a written agreement, shall be valid or binding. The terms of this Lease may not be enlarged, modified, or altered except in writing signed by the parties.
36. **Dispute Resolution.** Claims, disputes, or other matters in question between the parties related to this Lease or breach thereof may be the subject of mediation if the parties mutually agree. Request for mediation must be filed in writing with the other party to this Lease.
37. **Jurisdiction/Attorney's Fees.** Any action to enforce any provision of this Lease or to obtain any remedy with respect hereto shall be brought exclusively in the Superior Court, Yuma County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such Court. The parties also expressly waive their right to remove any such action to federal court. If an action or proceeding is brought for failure to observe any of the provisions of this Lease, the prevailing party is entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to expert witness fees, court costs, reasonable attorney fees and, without

limitation, all copying, duplication, scanning, imaging, and/or related expenses related to document management, reproduction, and/or recovery.

38. **Conflict of Interest.** This Lease shall be subject to the provisions of Arizona Revised Statutes, § 38-511, as amended.
39. **Choice of Law.** This Lease shall be interpreted in accordance with the laws of the State of Arizona.
40. **No Partnership.** Nothing in this Lease constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.
41. **Severability.** If any provisions of this Lease is held invalid the remainder of the Lease shall not be affected thereby and all other parts of this Lease shall be in full force and effect.

IN WITNESS WHEREOF, as of the date first written above, Lessor and Lessee have caused this instrument to be executed, intending thereby to bind their heirs, assigns and successors.

LESSOR

LESSEE

City of Yuma, a municipal corporation

Elevate Southwest

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

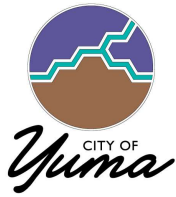
\_\_\_\_\_  
Jerry Cabrea  
Chief Executive Officer

ATTEST:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: O2025-045

Agenda Date: 11/5/2025

Agenda #: 2.

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

### TITLE:

**Rezoning of Property: Three properties located along 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> Street**

### SUMMARY RECOMMENDATION:

Rezone approximately 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District. (Community Development/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

The subject request consists of three properties along 1<sup>st</sup> Avenue between 12<sup>th</sup> Street and 13<sup>th</sup> Street. The properties are currently zoned Light Industrial/Infill Overlay (L-I/IO) District and total approximately 1.29 acres in size.

While currently undeveloped, the applicant intends to split the properties into eight residential lots. After splitting the properties, the applicant will construct one duplex on each residential lot, resulting in a total of 16 new residential units.

Further specified in § 154-07.01, the following are some of the development standards required of a development within the Medium Density Residential (R-2) District:

1. A minimum front yard setback of 20 feet;
2. A minimum side yard setback of 5 feet;
3. A minimum rear yard setback of 10 feet;
4. A maximum building height of 40 feet; and
5. A maximum lot coverage of 55%

Paved access, parking, and landscaping will need to be provided. The Engineering Department has reviewed this request and will require the subject properties to incorporate shared driveways within this development. In addition, the Infill Overlay (IO) District allows some flexible development standards.

The request to rezone the property from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District is in conformance with the Land Use Element of the General Plan.

On October 13, 2025, the Planning and Zoning Commission voted 5-0 to recommend approval of the request to rezone approximately 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District for the properties located along 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> Street subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. Owner/Developer shall grant and provided recorded shared driveway access agreements for all of the lots accessing 1<sup>st</sup> Avenue. The shared driveway agreements should be shown on the Lot Split plat, or can be done via separate recorded agreements.
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:**

**Amelia Domby, Principal Planner** summarized the staff report and recommended **APPROVAL**.

#### **QUESTIONS FOR STAFF**

**"Planning and Zoning Commissioner Mallouff-Craig** asked whether the applicant's purpose of the rezone request was to retain ownership and rent the lots, or to sell each lot individually. **Domby** deferred the question to the applicant.

#### **APPLICANT/APPLICANT'S REPRESENTATIVE**

**"Bailey Arviso, 2903 W. 12<sup>th</sup> Place, Yuma, AZ** was available for questions.

**"Planning and Zoning Commissioner Mallouff-Craig** asked if the purpose of the rezone request was to retain ownership and rent the lots, or to sell each lot individually. **Arviso** replied that he was not planning to sell each individual lot but was open to the possibility.

#### **PUBLIC COMMENT**

None

**"Motion by Planning and Zoning Commissioner Lorraine Arney, second by Planning and Zoning Commissioner Jorge Gonzalez to APPROVE ZONE-44371-2025 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:**

NOT APPLICABLE

**ADDITIONAL INFORMATION:**

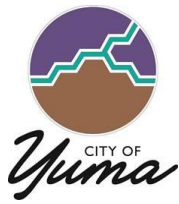
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: Jennifer Reichelt for John D. Simonton	Date: 10/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 10/26/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – REZONE**  
**CASE PLANNER: AMELIA DOMBY**

**Hearing Date:** October 13, 2025

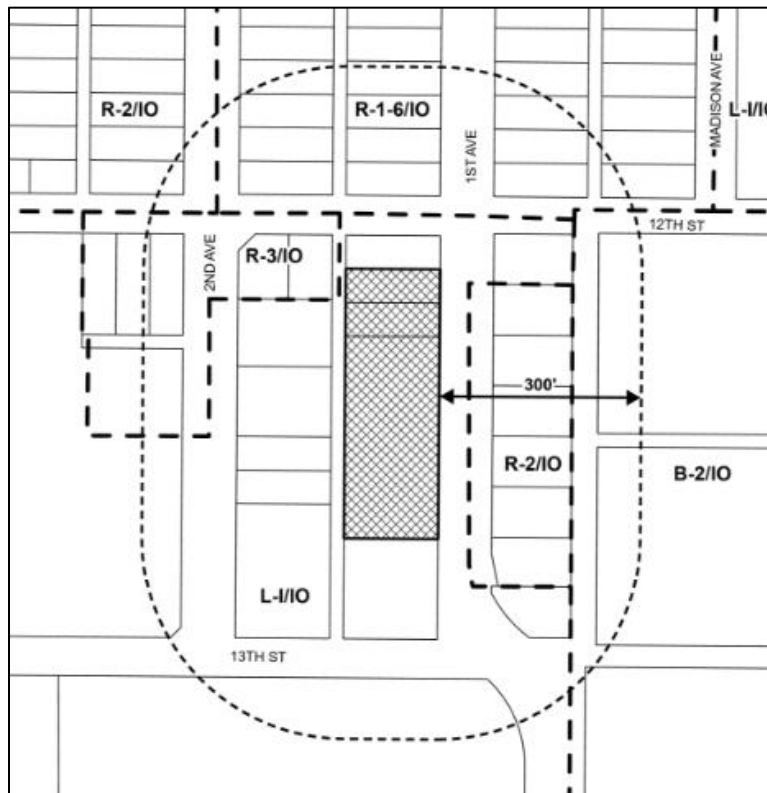
**Case Number:** ZONE-44371-2025

**Project Description/**  
**Location:**

This is a request by Bailey Arviso, on behalf of Next Level Home Buyers LLC, to rezone approximately 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District, for three properties located along 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Light Industrial/Infill Overlay (L-I/IO) District	Undeveloped	Medium Density Residential
<b>North</b>	Light Industrial/Infill Overlay (L-I/IO) District	Single-Family Residence	Medium Density Residential
<b>South</b>	Light Industrial/Infill Overlay (L-I/IO) District	Spectrum Cable	Medium Density Residential
<b>East</b>	Medium Density Residential/Infill Overlay (R-2/IO) District	Single-Family Residences	Medium Density Residential
<b>West</b>	Light Industrial/Infill Overlay (L-I/IO) District	Vacant Buildings/ Residential	Medium Density Residential

**Location Map**



**Prior site actions:** Annexation: Ord. 449 (May 29, 1946); Rezone: Res A to Ind B (C-8-70, Approved December 30, 1970); Lot Tie/Split: Lebrecht Lot Split (March 31, 2017); Pre-Development Meeting: July 3, 2025

**Staff Recommendation:** Staff recommends **APPROVAL** of the rezoning from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District, subject to the conditions shown in Attachment A.

**Suggested Motion:** Move to **APPROVE** Rezone ZONE-44371-2025 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 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District for the property located along 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> 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 subject request consists of three properties along 1<sup>st</sup> Avenue between 12<sup>th</sup> Street and 13<sup>th</sup> Street. The properties are currently zoned Light Industrial/Infill Overlay (L-I/IO) District and total approximately 1.29 acres in size.

While currently undeveloped, the applicant intends to split the properties into eight residential lots. After splitting the properties, the applicant will construct one duplex on each residential lot, resulting in a total of 16 new residential units.

Further specified in § 154-07.01, the following are some of the development standards required of a development within the Medium Density Residential (R-2) District:

1. A minimum front yard setback of 20 feet;
2. A minimum side yard setback of 5 feet;
3. A minimum rear yard setback of 10 feet;
4. A maximum building height of 40 feet; and
5. A maximum lot coverage of 55%

Paved access, parking, and landscaping will need to be provided. The Engineering Department has reviewed this request and will require the subject properties to incorporate shared driveways within this development. In addition, the Infill Overlay (IO) District allows some flexible development standards.

The request to rezone the property from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) 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.

<b>Land Use Element:</b>										
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
1 <sup>st</sup> Avenue – 2 lane Collector	40 FT H/W	40 FT H/W		X		
Bicycle Facilities Master Plan	1 <sup>st</sup> Avenue – Bike Lane					
YCAT Transit System	Yellow Route along 4 <sup>th</sup> Avenue					
Issues:	None					

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

<b>Parks, Recreation and Open Space Element:</b>									
Parks and Recreation Facility Plan									
Neighborhood Park:		Existing: Joe Henry Optimist Center				Future: Joe Henry Optimist Center			
Community Park:		Existing: Carver Park				Future: Carver Park			
Linear Park:		Existing: East Main Canal				Future: East Main Canal			
Issues:		None							
<b>Housing Element:</b>									
Special Need Household:		N/A							
Issues:		None							
<b>Redevelopment Element:</b>									
Planned Redevelopment Area:		N/A							
Adopted Redevelopment Plan:		North End:		Carver Park:		None:		X	
Conforms:		Yes		No					
<b>Conservation, Energy &amp; Environmental Element:</b>									
Impact on Air or Water Resources		Yes		No		X			
Renewable Energy Source		Yes		No		X			
Issues:		None							
<b>Public Services Element:</b>									
<b>Population Impacts</b> 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		<b>Dwellings &amp; Type</b>		<b>Projected Population</b>	<b>Police Impact</b>	<b>Water Consumption</b>		<b>Wastewater Generation</b>	
		<i>2-4 Units</i>							
		Maximum	Per Unit		Officers	GPD	AF	GPD	
		16	2.2	35	0.07	7,286	8.2	2,464	
		Minimum							
		6	2.2	13	0.02	2,732	3.1	924	
Fire Facilities Plan:		Existing: Yuma Fire Station No. 1				Future: Yuma Fire Station No. 1			

Water Facility Plan:	Source:	City	X	Private		Connection:	1 <sup>st</sup> Avenue - 16" PVC		
Sewer Facility Plan:	Treatment:	City	X	Septic		Private		Connection: Alley - 8" VCP	
Issues:		None							
<b>Safety Element:</b>									
Flood Plain Designation:		Zone X			Liquefaction Hazard Area:		Yes	No	X
Issues:		None							
<b>Growth Area Element:</b>									
Growth Area:	Araby Rd & Interstate 8			Arizona Ave & 16 <sup>th</sup> St			Avenue B & 32 <sup>nd</sup> St.		
	North End	Pacific Ave & 8 <sup>th</sup> St			Estancia		None	X	
Issues:		None							

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

Yes.

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

Yes.

**Public Comments Received:**

Name:	Francisco Silva			Contact Information: (928) 376-0091					
Method of Contact:	Phone	X	FAX		Email		Letter		Other
Questions about the proposed rezone request. Not opposed to this development.									

**External Agency**

None Received.

**Comments:**

**Neighborhood Meeting**

See Attachment.

**Comments:**

**Proposed conditions delivered to applicant on:** 08/25/2025

**Final staff report delivered to applicant on:** 09/08/2025

<input type="checkbox"/>	Applicant agreed with all of the conditions of approval on: (enter date)
<input type="checkbox"/>	Applicant did not agree with the following conditions of approval: (list #'s)
<input checked="" type="checkbox"/>	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact. E-mailed conditions of approval August 25, 2025, awaiting response.

**Attachments**

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

**Prepared By:** *Amelia Domby*  
Amelia Domby  
Principal Planner  
[Amelia.Domby@yumaaz.gov](mailto:Amelia.Domby@yumaaz.gov)

**Date:** August 28, 2025  
(928) 373-5000, x1234

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

**Date:** 8/8/25

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

**Date:** 08/28/2025

**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.

**Engineering, Andrew McGarvie, Engineering Manager, (928) 373-5000 x3044**

3. Owner/Developer shall grant and provided recorded shared driveway access agreements for all of the lots accessing 1<sup>st</sup> Avenue. The shared driveway agreements should be shown on the Lot Split plat, or can be done via separate recorded agreements.

**Community Planning, Amelia Domby, Principal Planner, (928) 373-5000 x 3034**

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**  
**SITE PHOTOS**



## ATTACHMENT C AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 08/29/25
- **300' Vicinity Mailing:** 08/04/25
- **34 Commenting/Reviewing Agencies noticed:** 08/06/25
- **Site Posted on:** 08/11/25
- **Neighborhood Meeting:** 08/18/25
- **Hearing Date:** 09/22/2025
- **Comments due:** 08/18/25

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	08/06/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	08/06/25	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Charter Cable	NR				
Southwest Gas	NR				
CenturyLink Communications	NR				
Quechan Tribe	NR				
Bureau of Reclamation (USBR)	NR				
Bureau Land Management (BLM)	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Yuma Mesa Irrigation (YMIDD)	NR				
Unit B Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
Yuma Proving Ground	NR				
El Paso Natural Gas Co.	NR				
Western Area Power (WAPA)	YES	08/06/25	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	08/11/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	NR				
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** 08/18/25

**Location:** City Hall, Room 190; 5pm

**Attendees:** Applicants: Bailey Arviso and Brayan Leon; City Staff: Amelia Domby

**No neighbors in attendance.**

**ATTACHMENT E**  
**NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City/State/Zip Code</b>
ATONDO WILLIAM A	1182 S MADISON AVE	YUMA
BAIRES BARTOLO & VANESSA CPWROS	1125 S SECOND AVE	YUMA
BUTRON RAMON PONCE & YOLANDA CPWROS	1130 S 1ST AVE	YUMA
CANIZALES ALEXANDER AND MARTHA A JT	3606 W 20TH PL	YUMA
CERVANTES MARIA ISABEL	1196 S 2ND AVE	YUMA
CLOGSTON WARREN E TRUST 10-22-01	PO BOX 5676	YUMA
F & E PROPERTIES LLC	PO BOX 6311	YUMA
F & E RENTALS LLC	PO BOX 6311	YUMA
FLORES CONSTANTINO	337 S 7TH AVE	YUMA
GALVEZ MANUEL J ET AL	1261 S 1ST AVE	YUMA
GALVEZ RIGOBERTO ORTEGA	1127 S 2ND AVE	YUMA
GAMEZ MELYNIA	1107 S 5TH AVE PMB 108	YUMA
GARCIA OSCAR G	1142 S BRAHMA LN	YUMA
LAUREL RAY ANTHONY II	3773 S 39TH DR	YUMA
LEBRECHT FAMILY TRUST 6-17-1997	3171 HORSESHOE BEND	YUMA
LORONA GREGORIA O	1209 S 1ST AVE	YUMA
MADRIGAL MARCIAL MORENO	1134 S 1ST AVE	YUMA
MARTINEZ ROSA L	1211 S 1ST AVE	YUMA
NEXT LEVEL HOME BUYERS LLC	2903 W 12TH PL	YUMA
ORONA OVID A & MICHELLE	1128 S 1ST AVE	YUMA
PEREZ FRANK R & DENISE D JT	1120 S 2ND AVE	YUMA
PINA JAIME R JR	3468 W 39TH LN	YUMA
ROMAN CATHOLIC CHURCH TUCSON DIOCESE	PO BOX 31	TUCSON
ROSAS FERNANDO & PATRICIA JT	1251 S 2ND AVE	YUMA
SILVA HERNANDEZ FRANCISCO & ROSA A	217 W 12TH ST	YUMA
TIME WARNER CABLE PACIFIC WEST DE LLC	PO BOX 7467	CHARLOTTE
VILLA JACK	1840 S 10TH AVE	YUMA
WARNER CABLE PACIFIC WEST	PO BOX 7467	CHARLOTTE
YUMA CITY OF	ONE CITY PLAZA	YUMA
YUMA COUNTY FLOOD CONTROL DISTRICT	2351 W 26TH ST	YUMA
ZAPATA GILBERTO C	1185 S 1ST AVE	YUMA
ZAPATA JULIE ANN	1166 S MADISON AVE	YUMA



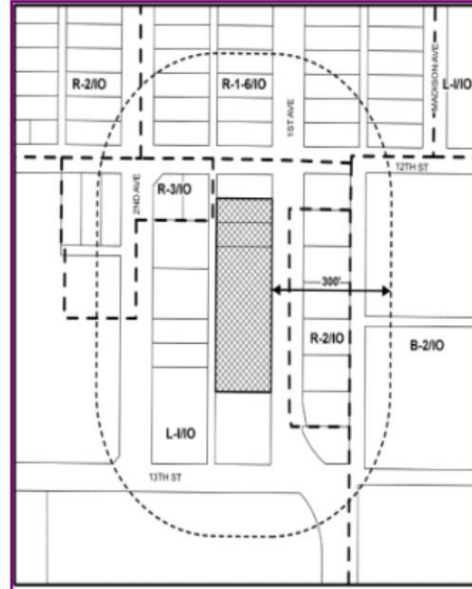
**ATTACHMENT F  
NEIGHBOR MAILING**

This is a request by Bailey Arviso, on behalf of Next Level Home Buyers LLC, to rezone approximately 1.29 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Medium Density Residential/Infill Overlay (R-2/IO) District, for three properties located along 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> Street, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
ZONE-44371-2025**

**NEIGHBORHOOD MEETING**  
08/18/2025 @ 5PM  
Yuma City Hall, One City Plaza,  
Yuma, AZ, Room #190

**PUBLIC HEARING**  
09/22/2025 @ 4:30pm  
City Hall Council Chambers  
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 1<sup>st</sup> Avenue, between 12<sup>th</sup> Street and 13<sup>th</sup> Street, Yuma, AZ, you are invited to attend these public meetings to voice your comments. If you have questions or wish to submit written comments, please contact Amelia Domby by phone at (928) 373-5000 ext. 3034 or by email at [Amelia.Domby@YumaAz.gov](mailto:Amelia.Domby@YumaAz.gov). All written comments must be submitted by 12:00 pm **(the day of the hearing)** to be included in the public record for consideration during the hearing.

ATTACHMENT G  
AERIAL PHOTO



**ORDINANCE NO. O2025-045**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE LIGHT INDUSTRIAL/INFILL OVERLAY (L-I/IO) DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL/INFILL OVERLAY (R-2/IO) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING**

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on October 13, 2025 in Zoning Case No: ZONE-44371-2025 in the manner prescribed by law for the purpose of rezoning several parcels of real property hereafter described to the Medium Density Residential/Infill Overlay (R-2/IO) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on August 29, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-44371-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

*A portion of land located in the Northwest Quarter of the Southeast Quarter of Section 28, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, and being more particularly described as follows;*

*Block 3, Lots 2 thru 9 inclusive of the Amended Plat of Ruby's Yumesa Subdivision, Book 3, Page 1, Dated May 23, 1945 as recorded in Yuma County Records Office, City of Yuma, State of Arizona.*

*Containing 56,100.00 Sq. Ft. or 1.30 acres more or less.*

shall be placed in the Medium Density Residential/Infill Overlay (R-2/IO) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the

Medium Density Residential/Infill Overlay (R-2/IO) district and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the Medium Density Residential/Infill Overlay (R-2/IO) district.

SECTION 2: 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 grant and provided recorded shared driveway access agreements for all of the lots accessing 1<sup>st</sup> Avenue. The shared driveway agreements should be shown on the Lot Split plat, or can be done via separate recorded agreements.

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 \_\_\_\_\_, 2025.

APPROVED:

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

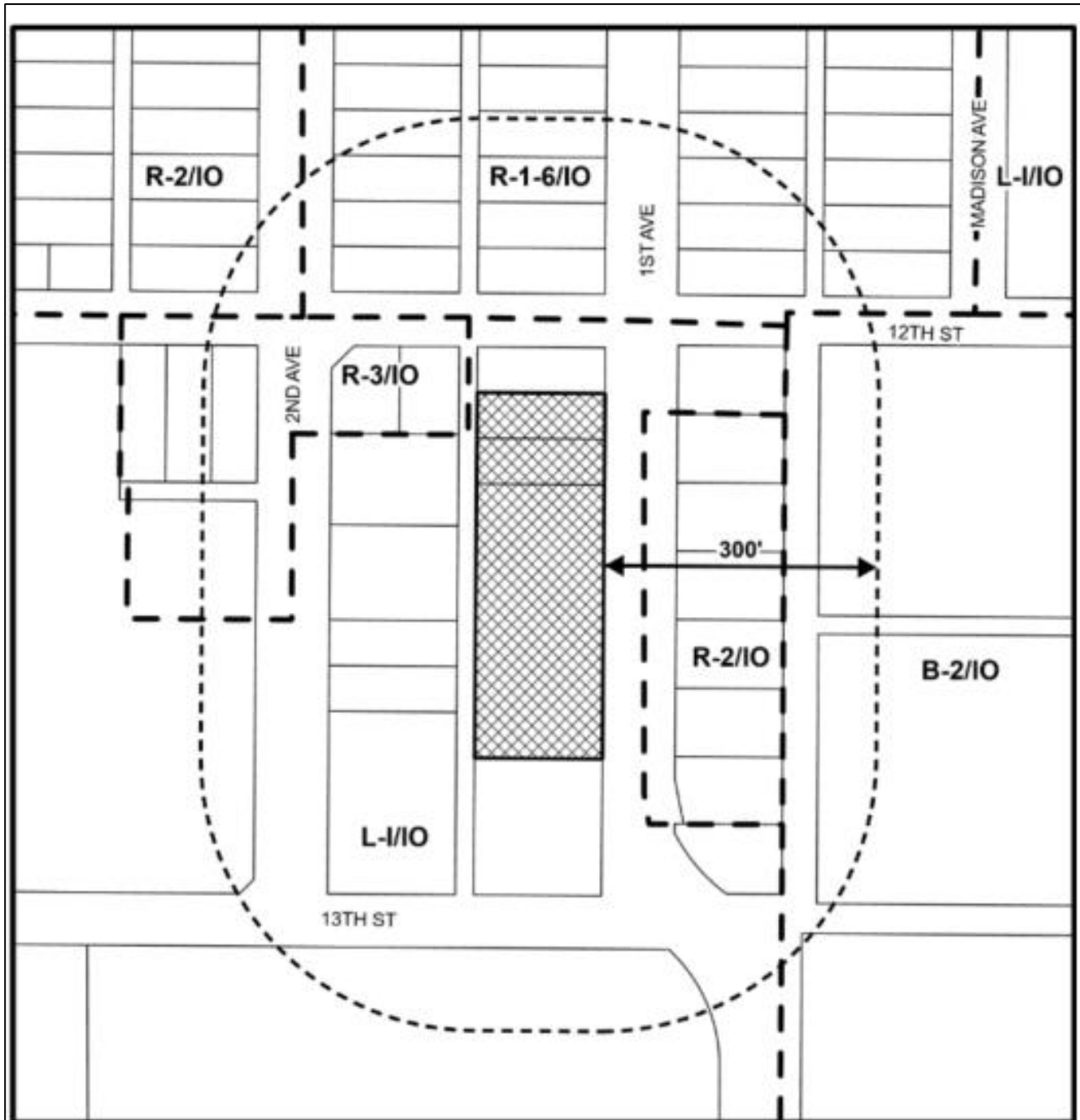
ATTESTED:

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

APPROVED AS TO FORM:

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

# Exhibit A



## LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: AD



Date: 7/25/2025

Revised:

Revised:

Case #:

ZONE-44371-2025





# City of Yuma

## City Council Report

File #: O2025-046

Agenda Date: 11/5/2025

Agenda #: 3.

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

### TITLE:

**Ordinance Creating Title 19, Chapter 196 of the Yuma City Code Relating to Cross-Connection Control, Repealing Conflicting Provisions, and Providing for Related Matters.**

### SUMMARY RECOMMENDATION:

Update and adopt drinking water system cross-connection control regulatory provisions by ordinance to strengthen enforceability, meet state and federal expectations, and provide transparency for residents and businesses. (Utilities Department/ Administration) (Jeremy McCall)

### STRATEGIC OUTCOME:

This action furthers the City Council's strategic outcome of Safe and Prosperous by providing current updates to regulatory requirements for the City drinking water system.

### REPORT:

The City of Yuma owns and operates a municipal drinking water system that is vulnerable to backflow, which occurs when water from a customer's plumbing system reverses direction and flows back into the City's clean-water supply. Backflow can happen through a cross-connection between the drinking water system and a customer's plumbing, via mechanisms such as back-siphonage, back-pressure, or a direct connection between non-potable and potable lines, and may introduce pollutants or contaminants into the system, posing a significant public-health risk.

The City established a cross-connection control program in 1992 with the adoption of Resolution No. 2568, Utility Regulation III - Backflow Prevention Regulations. Cross-connection regulations primarily apply to commercial and industrial customers. Residential properties are generally exempt unless they present a specific hazard, such as a secondary water source like a private well, which could endanger the public water supply.

To strengthen enforcement, align with state and federal expectations, and provide long-term certainty for residents and businesses, the City proposes moving these regulatory provisions from a resolution to a municipal ordinance. Codification provides clearer authority and clarity for residents and businesses.

Staff engaged and consulted with key stakeholders during the regulatory revision process including:

- The Approved Backflow Tester Community; and
- The Residential Advisory Board; and

- The Water and Sewer Commission.

The Water and Sewer Commission reviewed and approved the proposed revisions and recommended advancing the ordinance to City Council for consideration during the September 8, 2025, commission meeting.

This action will create a new section in City Code Title 19: Public Works, Chapter 196 - Cross-Connection Control. It is derived from the existing Utility Regulation Article III - Backflow Prevention Regulation and updated to meet current standards, including Arizona Administrative Code R18-4-215 Backflow Prevention.

A redline copy of the changes from the existing Resolution to the new City Code Chapter is attached to this CCR for reference.

#### 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: Jennifer Reichelt for John D. Simonton	Date: 10/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 10/26/2025

A new City Code Title 19: Public Works, Chapter 196 – Cross Connection Control is hereby created deriving from the City of Yuma Utility Regulations Article III – Backflow Prevention Regulations and shall read as follows:

## **Chapter 196**

### **Cross-Connection Control**

#### **§ 196-01 Definitions.**

(A) For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***Approved.*** Accepted by the Department as either meeting an applicable specification stated or cited in this Chapter, or suitable for the proposed use.

***Auxiliary Water Supply.*** Any water supply on, or available to, premises other than the potable water supplied by the City of Yuma. These auxiliary waters may include, but shall not be limited to, water from another purveyor's public potable water supply or any natural sources such as a well, spring, river, stream, canal, harbor, or treated effluent, waste waters, or industrial fluids. These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source, over which the Department does not have sanitary control.

***Backflow.*** The undesirable reversal of flow ~~in~~ into the public potable water supply system caused by either backpressure or backsiphonage.

***Backpressure.*** Any elevation of pressure in a customer's water supply system, above the pressure of the public potable water supply system, which could cause water or other liquids, mixtures, or substances from a customer's water supply system to flow into the distribution system of the public potable water supply.

***Backsiphonage.*** A reversal of the normal flow of water caused by a reduction of pressure in the public potable water supply system, which could cause water or other liquids, mixtures, or substances from a customer's water supply system to flow into the distribution system of the public potable water supply.

***Backflow Preventer.*** An approved assembly or means designed to prevent the reversal of the normal flow of water caused by either backpressure or backsiphonage.

***Certified Tester.*** An individual certified and approved by an agency recognized by the Arizona Department of Environmental Quality (ADEQ) and the Department to conduct testing on backflow prevention assemblies.

***City.*** The City of Yuma, Arizona.



**Contamination.** An impairment in the quality of potable water, either by sewage, industrial fluids, waste liquids, compounds, or other materials or fluids, to a degree which creates an actual hazard to the public health by poisoning or through the spread of disease.

**Cross-connection.** Any actual or potential connection or other arrangement of piping or fixtures, between a piping system containing potable water and a piping system containing non-potable water, waste fluids, industrial fluids, or other fluids of questionable safety for human consumption, through which, or because of which, backflow may occur into the public potable water supply system. Cross-connections include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or changeover devices or sliding multi-port tubes, hose connections, or any other temporary or permanent devices, through which, or because of which, backflow can or may occur.

**Customer Water Supply System.** The water distribution facilities within a customer's premises commencing at the discharge point of the service connection.

**Department.** The City of Yuma, Utilities Department.

**Distribution System.** The network of conduits used to deliver potable water from the source facilities to the customer's water supply system.

**Hazard Potential.** Evaluation of the potential risks to public health and the adverse effects of a hazard upon the public potable water **supply system by a customer's water supply system. Hazards are categorized as either high or low. When determining the hazard potential, water system hydraulics are always considered. Such considerations include whether indirect or direct cross-connections are present, as well as potential cross-connections.**

**High Hazard.** An impairment of a potable water supply by the introduction or admission of any foreign substance(s) that, if exposed or introduced into the potable water supply, could constitute a serious health hazard to include illness, the spread of disease, death, or have a high probability of causing such effects.

**Industrial Fluid System.** Any system containing a fluid or solution which is chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such that would constitute a health, system, pollution, or plumbing hazard if introduced into the public potable water **supply system.** This may include, but shall not be limited to: polluted or contaminated waters; all types of process waters, waste waters and used waters originating from the public potable water **supply system** which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems; or oils, gases, glycerin, paraffins, caustic or acidic solutions, or other

liquid and gaseous fluids used in industrial or other purposes; or for fire-fighting purposes.

**Low Hazard.** An impairment of a potable water supply by the introduction or admission of any foreign substance or substances that tends to degrade water quality, so as to constitute a nuisance or be otherwise objectionable (i.e. affecting the taste, color, or odor of the water) without presenting a health hazard.

**Non-potable Water.** Water which is not safe for human consumption, or which is of questionable quality for human consumption.

**Pollution.** The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality or impair its usefulness to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such water for domestic use.

**Potable Water.** Any water which is safe for human consumption pursuant to the standards set by the Arizona Department of Environmental Quality.

**Public Potable Water Supply System.** The source facilities and the distribution system under control of the City of Yuma to the point where a customer's water supply system commences. A customer's water supply system commences at the discharge point of the service connection.

**Service Connection.** The terminal end of a service line from the public potable water supply system at its point of delivery to the customer's water supply system where the Department loses jurisdiction and sanitary control over the water. If a meter is installed between the customer's water supply system and the public potable water supply system, the service connection shall be the discharge-end of the meter. **For a non-metered supply line, such as a fire line, the service connection shall be the user's property line.** Service connections shall also include a water connection from a fire hydrant and any other temporary or emergency water connections to the public potable water supply system.

**Source Facilities.** All components and facilities utilized in the production, treatment, storage, and delivery of potable water to the distribution system **of the public potable water supply system.**

**Used Water.** Any water supplied by the Department, from the public potable water supply system to a customer's water supply system, after it has passed through the service connection and is no longer under the sanitary control of the Department.

## **§ 196-02 Purpose and application.**

(A) The purpose of this chapter is:

- (1) To protect the public potable water supply of the City of Yuma from the possibility of contamination or pollution by preventing the backflow of contaminants and pollutants into the public potable water supply system;
- (2) To promote the elimination or control of existing cross-connections, actual or potential, within a customer's internal potable water **supply** system, plumbing fixtures, **or** industrial piping systems;
- (3) To provide for a continuing program of cross-connection control which will prevent the contamination or pollution of the public potable water supply system.
- (4) To implement the requirements of AAC R18-4-215 requiring public water systems to protect against backflow, and to this end, this chapter shall be construed, and applied, consistent with the requirements of AAC R18-4-215.

## **§ 196-03 Backflow Prevention Required.**

- (A) The minimum level of backflow protection which shall be provided to protect the public potable water supply system shall be that which is recommended by the Manual of Cross-Connection Control, ~~8th Edition, June 1988~~ **Tenth Edition, USC-FCCCHR, October 2009** (and no future editions), which is incorporated herein by reference and on file in the office of the City Clerk.
- (B) An approved backflow prevention method shall be utilized or installed at every service connection to a customer's water **supply** system when the Department determines the potable water supplied by the public potable water **supply** system may be subject to contamination, pollution, or other deterioration in sanitary quality, by conditions within the customer's water **supply** system.
- (C) The backflow prevention method to be utilized or installed shall be determined by the Department. The method required by the Department shall be sufficient to protect against the potential degree of hazard, as determined by the Department, to the public potable water supply **system** from the customer's water **supply** system.

## **§ 196-04 Hazard Potential.**

- (A) The degree of hazard potential to the public potable water supply system from a customer's water supply system shall be determined using the following hazard factors:
- (1) *Health.* Any condition, device, or practice which, in the judgement of the Department, may create a danger to the health and well-being of the potable water consumers.

- (2) *Plumbing.* A plumbing type of cross-connection that is not properly protected by an approved backflow prevention method.
- (3) *Pollution.* An actual or potential threat to the physical facilities of the public potable water supply system or to the potable water supply which, although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances.
- (4) *System.* An actual or potential threat which may cause severe damage to the physical facilities of the public potable water supply system, or which may cause a protracted effect on the quality of the potable water in the system.

### **§ 196-05 Backflow Prevention Methods; Approved List.**

- (A) A backflow prevention method shall be any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the Department may require under Section 3.3 or Section 3.4 of these regulations.
  - (1) *Air gap:* The unobstructed vertical distance through the free atmosphere between the lowest opening of any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood level rim of said tank, plumbing fixture, or other device. An approved air gap shall be at least double the diameter of the supply pipe or faucet and in no case, **be** less than one (1) inch.
  - (2) *Reduced pressure principle assembly (hereinafter “RP”):* An assembly containing two independently acting, approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves, and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly.
  - (3) *Double check valve assembly (hereinafter “DC”):* An assembly composed of two independently acting approved check valves, including tightly closing shut-off valves located at each end of the assembly and properly located test cocks.
  - (4) *Pressure vacuum breaker assembly (hereinafter “PVB”):* An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air-inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.
  - (5) *Spill resistant vacuum breaker assembly (hereinafter “SVB”):* An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air-inlet valve located on the intake side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.

- (B) A backflow prevention method may be approved by the Department if it has received the approval of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California.
- (C) The Department shall maintain a list of approved backflow prevention assemblies, by type and manufacturer. The list shall be furnished to any customer required to install a backflow prevention assembly.

## **§ 196-06 Backflow Prevention Method Required for Specified Activities.**

- (A) When any of the following activities are conducted on premises served by the public potable water supply system, a potential hazard to the public potable water supply shall be presumed and a backflow prevention method, of the type specified for that activity herein, must be utilized or installed at the service connection for that premise:
  - (1) Aircraft and missile plant: RP
  - (2) Animal clinics and animal grooming shops: RP
  - (3) Any premises where a cross-connection is maintained: RP
  - (4) Automotive repair with a steam cleaner, acid cleaning equipment, or solvent facilities: RP
  - (5) Auxiliary water systems: RP
  - (6) Bottling plants, beverage or chemical: RP
  - (7) Breweries: RP
  - (8) Buildings with house pumps and/or potable water storage tanks: DC
  - (9) Buildings with landscape fountains, ponds, or baptismal tanks: RP or Air Gap
  - (10) Buildings with sewage ejectors: RP or Air Gap
  - (11) **Buildings with commercial dishwashers, food processing and/or preparation equipment, carbonation equipment, or other food service processes: RP**
  - (12) Canneries, packing houses, and reduction plants: RP
  - (13) Car-wash facilities: RP
  - (14) Cooling towers, boilers, chillers, and other heating and cooling systems utilizing potable water:
    - RP
  - (15) Chemical plants: RP
  - (16) Chemically treated potable or non-potable water systems: RP
  - (17) Civil works (government owned or operated facilities not open for inspection by the Department): RP
  - (18) Commercial laundries: RP
  - (19) Dairies and cold storage plants: **RP**
  - (20) Dye works: RP
  - (21) Film processing laboratories, facilities, or equipment: RP
  - (22) Fire systems – as classified by the AWWA ~~Manual 14~~:
    - (a) Class 1, Class 2: DC
    - (b) Class 3, all systems: DC
    - (c) Classes 4, 5, and 6, all systems: RP

- (23) Fire systems – where backflow protection is required on the industrial/domestic service connection that is located on the same premises, both service connections will have adequate backflow protection for the highest degree of hazard affecting either system.
- (24) Food processing plants: RP
- (25) High schools and colleges: RP
- (26) Holding tank disposal stations: RP
- (27) Hospitals and mortuaries (major complexes): RP
- (28) Medical and dental buildings, sanitariums, rest and convalescent homes engaged in the diagnosis, care, or treatment of human illness: **RP**
- (29) Irrigation systems (not to include single family residences used solely for residential purposes unless otherwise identified as having a cross-connection or backflow ~~problem~~ **issue**): **PVB or SVB**
  - (a) Premises where non-potable water is used for irrigation: RP
  - (b) Premises using potable water with non-potable water piping: RP
  - (c) Premises having a system served by more than one (1) service connection (looped system): RP
  - (d) Premises where chemigation is practiced: RP
- (30) Laboratories using toxic materials: RP
- (31) Manufacturing, processing, and fabricating plants: RP
- (32) Mobile home parks (served by master meter): **RP**
- (33) Motion picture studios: RP
- (34) Multiple services – interconnected: **RP**
- (35) Multi-storied buildings (**low hazard**): DC
- (36) Multi-storied buildings (**high hazard**): **RP**
- (37) Multi-family – Three (3) dwelling units or more per service connection (**low hazard**): DC
- (38) Multi-family – Three (3) dwelling units or more per service connection (**high hazard**): **RP**
- (39) Office buildings (**low hazard**): DC
- (40) Office buildings (**high hazard**): **RP**
- (41) Oil and gas production facilities: RP
- (42) Paper and paper production facilities: RP
- (43) Plating plants: RP
- (44) Portable insecticide and herbicide spray tanks: RP or Air Gap
- (45) Power plants: RP
- (46) Radioactive materials processing facilities: RP
- (47) Restricted, classified, or other closed facilities: RP
- (48) Rubber plants: RP
- (49) Sand and gravel plants: RP
- (50) Sewage and storm drainage facilities: RP
- (51) Shopping centers **and strip malls; retail and industrial shell buildings** (served by master meter): RP
- (52) Public swimming pools with self-levelers or automatic fillers: **PVB or SVB**

- (53) Street sweepers, steel wheeled rollers: RP or Air Gap  
(54) Water trucks, water tanks, or hydraulic sewer cleaning equipment: RP or Air Gap  
(55) Hydrant meters connected to system to be used for irrigation, or any use not included in No.

**54: RP**

- (56) Buildings used for commercial mini-warehouses or industrial uses where one (1) service connection supplies more than one (1) tenant or occupant of the buildings: RP
- (B) When two or more of the activities listed above are conducted on the same premises and served by the same service connection, the most restrictive backflow prevention method required for any of the activities conducted on the premises shall be required to be utilized or installed at the service connection. The order of most restrictive to least restrictive backflow prevention method shall be as follows:
- (1) Air Gap (most restrictive)
  - (2) Reduced Pressure Principle Assembly (RP)
  - (3) Double Check Valve Assembly (DC)
  - (4) Pressure Vacuum Breaker Assembly (PVB) (least restrictive)
  - (5) Spill Resistant Vacuum Breaker Assembly (SVB) (variation of a PVB)
- (C) If the Department determines, after performing a cross-connection control survey of the customer's water supply system, that a backflow prevention method less restrictive than that required in § 196-03 of these regulations will provide adequate protection of the public potable water supply system, the Department may, in at its sole discretion, modify the requirements of these regulations § 196-06 for that customer.

## **§ 196-07 Backflow Assembly Installation Requirements.**

- (A) Backflow prevention assemblies shall be installed and maintained by the customer, at the customer's expense, and in compliance with the construction standards and specifications adopted by the City of Yuma, at the each service connection. Assemblies shall also be installed according to the manufacturer's specifications. The customer is responsible for notifying the Department of any installation, repair, relocation, or replacement.
- (B) Assemblies shall be sized equal to or greater than the have a diameter at least equal to the diameter of the service connection or service line piping at the point of installation.
- (C) Assemblies shall be installed as close as practicable to the service connection.
- (D) Assemblies shall be located in an easily accessible location, approved by the Department. A reduced pressure principle assembly and pressure vacuum breaker assembly shall be installed above ground. A double check valve assembly may be installed, at the customer's option, below ground in a vault which meets standard specifications established by the City of Yuma. No assembly shall be installed below ground in a meter box, pit, or vault.



- (E) When a customer desires a continuous water supply, also known as a critical service, two (2) or more backflow prevention assemblies, **of the same type, size, and manufacturer**, shall be installed parallel to one another at the service connection. When backflow prevention assemblies are installed parallel to one another, the sum of the ~~diameters~~ **cross-sectional areas** of the assemblies shall be at least equal to the ~~diameter~~ **cross-sectional areas** of the service connection or **service line piping at the point of installation**. This allows for a continuous water supply while one of the assemblies is shut off for testing. At no other time shall an assembly be out of service.
- (F) **§ 196-07 (C)** of these regulations shall not apply to fire sprinkler systems. Fire system assemblies are addressed in **§ 196-08**.

### **§ 196-08 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.**

- (A) All control valves on the backflow device shall be locked in the open position or be tamper switch protected in accordance with the National Fire Protection Association.
- (B) When a backflow prevention assembly is required for a water service connection supplying water only to a fire sprinkler system, the assembly shall be installed ~~at the user connection~~ **on the service line** ~~for the fire sprinkler system~~ in compliance with the standards and specifications adopted by the City of Yuma.
- (C) If the authority enforcing the ~~Uniform Fire Code~~ **International Fire Code** determines that a fire system shall have a continuous water supply which may not be interrupted during testing of the backflow prevention assembly, the customer shall install, at their expense, two (2) backflow prevention assemblies parallel to one another at the service connection. The ~~diameter~~ **cross-sectional area** of each assembly shall be at least equal to the ~~diameter~~ **cross-sectional area** of the service connection.
- (D) When a backflow prevention assembly is required for a building which already contains a fire sprinkler system, the sprinkler system shall be tested and certified by a licensed registrant in the State of Arizona that it will perform within the specification of the National Fire Protection Association and City of Yuma Fire Codes, after installation of the required assembly.

### **§ 196-09 Inspections, Testing, Maintenance, and Records.**

- (A) A customer's water supply system ~~should~~ **shall** be available at all times during business hours for inspection by authorized personnel of the Department. The inspection shall be conducted to determine whether any cross-connections or other hazard potentials exist and to determine compliance with ~~these regulations~~ **this chapter**.
- (B) **The Department shall inspect all new sites, assembly installations, assembly relocations, and assemblies that have been repaired for compliance.**



- (C) The customer shall test and service backflow prevention assemblies at least once per year. If the testing reveals the assembly to be defective or in an unsatisfactory operating condition, the customer shall perform necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to a satisfactory operating condition.
- (D) If the Department or customer learns or discovers, during the interim period between tests, that an assembly is defective or in an unsatisfactory operating condition, the customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.
- (E) The annual testing shall be performed by an individual certified and approved to conduct such testing by an agency recognized by the Department. A list of certified, approved, and recognized individuals will be maintained by the Department and will be available upon request to all persons required to install or maintain a backflow prevention assembly. A tester may be suspended or removed from the list for improper testing, maintenance, reporting, or other improper practices, as determined by the Department.
- (F) The customer shall maintain records, on forms approved by the Department, of the results of all testing, servicing, repairs, overhauls, or replacements of the backflow prevention assembly. A copy of the records shall be submitted to the Department within fourteen (14) days after completion of the activity for which the record is made.

### **§ 196-10 Retroactive Application; System Retrofit.**

- (A) The provisions of these regulations shall apply to all new water customers and all water customers existing prior to the enactment date of these regulations.
- (B) Backflow prevention assemblies installed prior to enactment of these regulations, and which do not comply with the requirements set forth herein, shall be replaced with assemblies which comply with the standards set forth herein.
- (C) All water customers existing prior to the enactment of these regulations shall comply with the standards set forth herein within a period of time as determined by the Department. The maximum time allowed for compliance shall be ~~July 1, 1994~~ **July 1, 2027**.
- (D) A change of ownership, name change, or type of use change shall require a new survey of use. If the survey determines that a backflow prevention assembly is required, installation needs to be completed before granting the change **of use**.
- (E) Fire sprinkler system which will require retrofit prior to ~~July 1, 1994~~ **July 1, 2027**:
  - (1) A fire sprinkler system designed by a pipe schedule which is modified, expanded, or augmented under issuance of a building permit.

- (2) A fire sprinkler system designed by hydraulic calculation which is modified in an area equal to the size of the design area or affecting 10 sprinkler heads.

### **§ 196-11 Plan Review.**

- (A) All backflow prevention assemblies, which will be installed, shall be shown and specified on all required building and engineering plans. City approval of the intended assembly installation is required prior to issuance of any building or engineering permit.
- (B) Plumbing permits for the installation of all backflow prevention assemblies, required by the City, shall be obtained from the City prior to installation.
- (C) Replacement of existing backflow prevention assemblies shall require a plumbing permit.
- (D) Backflow prevention assemblies ~~must~~ shall be installed to meet the **construction** standard specifications of the City of Yuma, tested by a certified tester, and shown to be operating correctly. A copy of all testing records shall be submitted to the Department within fourteen (14) days **of installation**.

### **§ 196-12 Fees.**

- (A) A monthly service fee may be established by City Council resolution to cover the costs of implementing and enforcing these regulations and, if established, shall be charged to every customer who is required to install a backflow prevention assembly. The fee shall be included in the customer's monthly water bill.
- (B) A fee may be established by the City for any permits issued or **testing records submitted to the Department** pursuant to the terms of ~~these regulations~~ **this chapter**.

### **§ 196-13 Enforcement.**

- (A) It shall be unlawful for any person, ~~firm or corporation~~ **company, or organization** to bypass or remove a backflow prevention method without the approval of the Department. Any person, ~~firm or corporation~~ **company, or organization** violating the provisions of this paragraph shall be guilty of a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both fine and imprisonment. Each separate day or part thereof, during which any violation of this paragraph occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided.
- (B) If the Department discovers that a customer has not installed a required backflow prevention method or that a backflow prevention method has been improperly tested, maintained, bypassed or removed, or that an unprotected cross-connection exists in the customer's water supply system, the water service to that service connection shall

be disconnected if the situation is not remedied within the time specified in the notice sent to the customer as required by this section. The service shall not be restored until the condition is remedied.

- (C) Water service to a fire sprinkler shall not be subject to disconnection under this section. If a situation, which could otherwise result in discontinuance of water service in subsection B. above, is not remedied within the time provided in the notice sent to the customer, the customer shall be guilty of a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both fine and imprisonment. Each separate day or part thereof, during which any violation of this paragraph occurs or continues, shall be deemed to constitute a separate offence and, upon conviction thereof, shall be punishable as herein provided.
- (D) Prior to disconnecting any water services because of a condition set forth in ~~subsection A § 196-13 (B)~~ above, the Department shall ~~send a notice to the customer describing the condition and notifying the customer the condition must be remedied within forty-five (45) days after mailing of the notice by the Department. If such condition is not remedied within said forty-five (45) day period, the Department shall send a second notice, by certified mail, to the customer notifying the customer that water service will be disconnected in fifteen (15) days if the condition is not remedied within such time period.~~ first notify the customer of the non-compliant condition with a courtesy letter describing the condition and the steps needed to address it. The customer shall have forty-five (45) days to remedy the condition to remain in compliance. If the non-compliant condition has not been remedied after forty-five (45) days, the customer will be sent a notice of non-compliance stating that they have fifteen (15) days to remedy the condition. If the condition is still not remedied within the fifteen (15) days, the customer will be sent a notice of violation, through certified mail, or delivered in-person using an acknowledgement receipt, stating that water services will be disconnected within seven (7) days if the condition is not remedied within such time period.
- (E) The Department may disconnect, without notice, water service to any customer when the Department discovers that the customer's water supply system is contaminating the public potable water supply.

## **ORDINANCE NO. O2025-046**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, CREATING TITLE 19, CHAPTER 196 OF THE YUMA CITY CODE RELATING TO CROSS-CONNECTION CONTROL; REPEALING CONFLICTING PROVISIONS; AND ESTABLISHING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, pollutants and contaminants can enter into the City's drinking water system through uncontrolled cross connections when backflows occur; and,

WHEREAS, the Safe Drinking Water Act and Arizona Administrative Code (A.A.C. R18-4-215) require public water systems to protect their water supply by preventing backflow through approved prevention assemblies; and,

WHEREAS, the City of Yuma adopted backflow prevention requirements as a municipal Resolution in 1992 in the form of City of Yuma Utility Regulation, Article III – Backflow Prevention Regulations (Resolution No. 2568); and,

WHEREAS, municipal resolutions characteristically express intent and policy and typically cannot be enforced in court; and ordinances are a binding local law and can be enforced through legal actions, and,

WHEREAS, the City Council therefore finds that it is in the best interests of the City to update its backflow requirements in order to better ensure the health and welfare of its citizens, as well as meet the health directives of the State of Arizona;

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

SECTION 1: City of Yuma Utility Regulation Article III – Backflow Prevention Regulation is hereby repealed in its entirety and replaced with a new Chapter of City Code.

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, effective thirty (30) days from the adoption hereof. All ordinances or parts of ordinances not amended or repealed by the provisions of this Ordinance shall remain in full force and effect.

SECTION 3: This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

SECTION 4: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5: A new City Code Title 19: Public Works, Chapter 196 – Cross Connection Control is hereby adopted to read as follows:

## **Chapter 196**

### **Cross-Connection Control**

#### **§ 196-01 Definitions.**

(A) For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***Approved.*** Accepted by the Department as either meeting an applicable specification stated or cited in this Chapter, or suitable for the proposed use.

***Auxiliary Water Supply.*** Any water supply on, or available to, premises other than the potable water supplied by the City of Yuma. These auxiliary waters may include, but shall not be limited to, water from another purveyor's public potable water supply or any natural sources such as a well, spring, river, stream, canal, harbor, or treated effluent, waste waters, or industrial fluids. These waters may be polluted or contaminated or may be objectionable and constitute an unacceptable water source, over which the Department does not have sanitary control.

***Backflow.*** The undesirable reversal of flow into the public potable water supply system caused by either backpressure or backsiphonage.

***Backpressure.*** Any elevation of pressure in a customer's water supply system, above the pressure of the public potable water supply system, which could cause water or other liquids, mixtures, or substances from a customer's water supply system to flow into the distribution system of the public potable water supply.

***Backsiphonage.*** A reversal of the normal flow of water caused by a reduction of pressure in the public potable water supply system, which could cause water or other liquids, mixtures, or substances from a customer's water supply system to flow into the distribution system of the public potable water supply.

***Backflow Preventer.*** An approved assembly or means designed to prevent the reversal of the normal flow of water caused by either backpressure or backsiphonage.

***Certified Tester.*** An individual certified and approved by an agency recognized by the Arizona Department of Environmental Quality (ADEQ) and the Department to conduct testing on backflow prevention assemblies.

**City.** The City of Yuma, Arizona.

**Contamination.** An impairment in the quality of potable water, either by sewage, industrial fluids, waste liquids, compounds, or other materials or fluids, to a degree which creates an actual hazard to the public health by poisoning or through the spread of disease.

**Cross-connection.** Any actual or potential connection or other arrangement of piping or fixtures, between a piping system containing potable water and a piping system containing non-potable water, waste fluids, industrial fluids, or other fluids of questionable safety for human consumption, through which or because of which, backflow may occur into the public potable water supply system. Cross-connections include any temporary connections, such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or changeover devices or sliding multi-port tubes, hose connections, or any other temporary or permanent devices, through which, or because of which, backflow can or may occur.

**Customer Water Supply System.** The water distribution facilities within a customer's premises commencing at the discharge point of the service connection.

**Department.** The City of Yuma, Utilities Department.

**Distribution System.** The network of conduits used to deliver potable water from the source facilities to the customer's water supply system.

**Hazard Potential.** Evaluation of the potential risks to public health and the adverse effects of a hazard upon the public potable water supply system by a customer's water supply system. Hazards are categorized as either high or low. When determining the hazard potential, water system hydraulics are always considered. Such considerations include whether indirect or direct cross-connections are present, as well as potential cross-connections.

**High Hazard.** An impairment of a potable water supply by the introduction or admission of any foreign substance(s) that, if exposed or introduced into the potable water supply, could constitute a serious health hazard to include illness, the spread of disease, death, or have a high probability of causing such effects.

**Industrial Fluid System.** Any system containing a fluid or solution which is chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such that would constitute a health, system, pollution, or plumbing hazard if introduced into the public potable water supply system. This may include, but shall not be limited to: polluted or contaminated

waters; all types of process waters, waste waters and used waters originating from the public potable water supply system which may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems; or oils, gases, glycerin, paraffins, caustic or acidic solutions, or other liquid and gaseous fluids used in industrial or other purposes; or for fire-fighting purposes.

***Low Hazard.*** An impairment of a potable water supply by the introduction or admission of any foreign substance or substances that tends to degrade water quality, so as to constitute a nuisance or be otherwise objectionable (i.e. affecting the taste, color, or odor of the water) without presenting a health hazard.

***Non-potable Water.*** Water which is not safe for human consumption, or which is of questionable quality for human consumption.

***Pollution.*** The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality or impair its usefulness to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such water for domestic use.

***Potable Water.*** Any water which is safe for human consumption pursuant to the standards set by the Arizona Department of Environmental Quality.

***Public Potable Water Supply System.*** The source facilities and the distribution system under control of the City of Yuma to the point where a customer's water supply system commences. A customer's water supply system commences at the discharge point of the service connection.

***Service Connection.*** The terminal end of a service line from the public potable water supply system at its point of delivery to the customer's water supply system where the Department loses jurisdiction and sanitary control over the water. If a meter is installed between the customer's water supply system and the public potable water supply system, the service connection shall be the discharge-end of the meter. For a non-metered supply line, such as a fire line, the service connection shall be the user's property line. Service connections shall also include a water connection from a fire hydrant and any other temporary or emergency water connections to the public potable water supply system.

**Source Facilities.** All components and facilities utilized in the production, treatment, storage, and delivery of potable water to the distribution system of the public potable water supply system.

**Used Water.** Any water supplied by the Department, from the public potable water supply system to a customer's water supply system, after it has passed through the service connection and is no longer under the sanitary control of the Department.

## **§ 196-02 Purpose and application.**

(A) The purpose of this chapter is:

- (1) To protect the public potable water supply of the City of Yuma from the possibility of contamination or pollution by preventing the backflow of contaminants and pollutants into the public potable water supply system;
- (2) To promote the elimination or control of existing cross-connections, actual or potential, within a customer's internal potable water supply system, plumbing fixtures, or industrial piping systems;
- (3) To provide for a continuing program of cross-connection control which will prevent the contamination or pollution of the public potable water supply system.
- (4) To implement the requirements of AAC R18-4-215 requiring public water systems to protect against backflow, and to this end, this chapter shall be construed, and applied, consistent with the requirements of AAC R18-4-215.

## **§ 196-03 Backflow Prevention Required.**

- (A) The minimum level of backflow protection which shall be provided to protect the public potable water supply system shall be that which is recommended by the Manual of Cross-Connection Control, Tenth Edition, USC-FCCCHR, October 2009 (and no future editions), which is incorporated herein by reference and on file in the office of the City Clerk.
- (B) An approved backflow prevention method shall be utilized or installed at every service connection to a customer's water supply system when the Department determines the potable water supplied by the public potable water supply system may be subject to contamination, pollution, or other deterioration in sanitary quality, by conditions within the customer's water supply system.



- (C) The backflow prevention method to be utilized or installed shall be determined by the Department. The method required by the Department shall be sufficient to protect against the potential degree of hazard, as determined by the Department, to the public potable water supply system from the customer's water supply system.

## **§ 196-04 Hazard Potential.**

- (A) The degree of hazard potential to the public potable water supply system from a customer's water supply system shall be determined using the following hazard factors:
- (1) *Health.* Any condition, device, or practice which, in the judgement of the Department, may create a danger to the health and well-being of the potable water consumers.
  - (2) *Plumbing.* A plumbing type of cross-connection that is not properly protected by an approved backflow prevention method.
  - (3) *Pollution.* An actual or potential threat to the physical facilities of the public potable water supply system or to the potable water supply which, although not dangerous to health, would constitute a nuisance or be aesthetically objectionable, or could cause damage to the system or its appurtenances.
  - (4) *System.* An actual or potential threat which may cause severe damage to the physical facilities of the public potable water supply system, or which may cause a protracted effect on the quality of the potable water in the system.

## **§ 196-05 Backflow Prevention Methods; Approved List.**

- (A) A backflow prevention method shall be any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the Department may require under Section 196-03 or Section 196-04 of these regulations.
- (1) *Air gap:* The unobstructed vertical distance through the free atmosphere between the lowest opening of any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood level rim of said tank, plumbing fixture, or other device. An approved air gap shall be at least double the diameter of the supply pipe or faucet and in no case, **be** less than one (1) inch.
  - (2) *Reduced pressure principle assembly (hereinafter "RP"):* An assembly containing two independently acting, approved check valves together with a hydraulically operating, mechanically independent, pressure differential relief valve located between the check valves, and at the same time below

the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly.

- (3) *Double check valve assembly (hereinafter "DC")*: An assembly composed of two independently acting approved check valves, including tightly closing shut-off valves located at each end of the assembly and properly located test cocks.
  - (4) *Pressure vacuum breaker assembly (hereinafter "PVB")*: An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air-inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.
  - (5) *Spill resistant vacuum breaker assembly (hereinafter "SVB")*: An assembly containing an independently operating, internally loaded check valve and an independently operating, loaded air-inlet valve located on the intake side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.
- (B) A backflow prevention method may be approved by the Department if it has received the approval of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California.
- (C) The Department shall maintain a list of approved backflow prevention assemblies, by type and manufacturer. The list shall be furnished to any customer required to install a backflow prevention assembly.

## **§ 196-06 Backflow Prevention Method Required for Specified Activities.**

- (A) When any of the following activities are conducted on premises served by the public potable water supply system, a potential hazard to the public potable water supply shall be presumed and a backflow prevention method, of the type specified for that activity herein, must be utilized or installed at the service connection for that premise:
- (1) Aircraft and missile plant: RP
  - (2) Animal clinics and animal grooming shops: RP
  - (3) Any premises where a cross-connection is maintained: RP
  - (4) Automotive repair with a steam cleaner, acid cleaning equipment, or solvent facilities: RP
  - (5) Auxiliary water systems: RP
  - (6) Bottling plants, beverage or chemical: RP
  - (7) Breweries: RP

- (8) Buildings with house pumps and/or potable water storage tanks: DC
- (9) Buildings with landscape fountains, ponds, or baptismal tanks: RP or Air Gap
- (10) Buildings with sewage ejectors: RP or Air Gap
- (11) Buildings with commercial dishwashers, food processing and/or preparation equipment, carbonation equipment, or other food service processes: RP
- (12) Canneries, packing houses, and reduction plants: RP
- (13) Car-wash facilities: RP
- (14) Cooling towers, boilers, chillers, and other heating and cooling systems utilizing potable water: RP
- (15) Chemical plants: RP
- (16) Chemically treated potable or non-potable water systems: RP
- (17) Civil works (government owned or operated facilities not open for inspection by the Department): RP
- (18) Commercial laundries: RP
- (19) Dairies and cold storage plants: RP
- (20) Dye works: RP
- (21) Film processing laboratories, facilities, or equipment: RP
- (22) Fire systems – as classified by the AWWA:
  - (a) Class 1, Class 2: DC
  - (b) Class 3, all systems: DC
  - (c) Classes 4, 5, and 6, all systems: RP
- (23) Fire systems – where backflow protection is required on the industrial/domestic service connection that is located on the same premises, both service connections will have adequate backflow protection for the highest degree of hazard affecting either system.
- (24) Food processing plants: RP
- (25) High schools and colleges: RP
- (26) Holding tank disposal stations: RP
- (27) Hospitals and mortuaries (major complexes): RP
- (28) Medical and dental buildings, sanitariums, rest and convalescent homes engaged in the diagnosis, care, or treatment of human illness: RP
- (29) Irrigation systems (not to include single family residences used solely for residential purposes unless otherwise identified as having a cross-connection or backflow issue): PVB or SVB
  - (a) Premises where non-potable water is used for irrigation: RP
  - (b) Premises using potable water with non-potable water piping: RP
  - (c) Premises having a system served by more than one (1) service connection (looped system): RP
  - (d) Premises where chemigation is practiced: RP
- (30) Laboratories using toxic materials: RP
- (31) Manufacturing, processing, and fabricating plants: RP
- (32) Mobile home parks (served by master meter): RP
- (33) Motion picture studios: RP
- (34) Multiple services – interconnected: RP

- (35) Multi-storied buildings (low hazard): DC
- (36) Multi-storied buildings (high hazard): RP
- (37) Multi-family – Three (3) dwelling units or more per service connection (low hazard): DC
- (38) Multi-family – Three (3) dwelling units or more per service connection (high hazard): RP
- (39) Office buildings (low hazard): DC
- (40) Office buildings (high hazard): RP
- (41) Oil and gas production facilities: RP
- (42) Paper and paper production facilities: RP
- (43) Plating plants: RP
- (44) Portable insecticide and herbicide spray tanks: RP or Air Gap
- (45) Power plants: RP
- (46) Radioactive materials processing facilities: RP
- (47) Restricted, classified, or other closed facilities: RP
- (48) Rubber plants: RP
- (49) Sand and gravel plants: RP
- (50) Sewage and storm drainage facilities: RP
- (51) Shopping centers and strip malls; retail and industrial shell buildings (served by master meter): RP
- (52) Public swimming pools with self-levelers or automatic fillers: PVB or SVB
- (53) Street sweepers, steel wheeled rollers: RP or Air Gap
- (54) Water trucks, water tanks, or hydraulic sewer cleaning equipment: RP or Air Gap
- (55) Hydrant meters connected to system to be used for irrigation, or any use not included in No. 54: RP
- (56) Buildings used for commercial mini-warehouses or industrial uses where one (1) service connection supplies more than one (1) tenant or occupant of the buildings: RP

(B) When two or more of the activities listed above are conducted on the same premises and served by the same service connection, the most restrictive backflow prevention method required for any of the activities conducted on the premises shall be required to be utilized or installed at the service connection. The order of most restrictive to least restrictive backflow prevention method shall be as follows:

- (1) Air Gap (most restrictive)
- (2) Reduced Pressure Principle Assembly (RP)
- (3) Double Check Valve Assembly (DC)
- (4) Pressure Vacuum Breaker Assembly (PVB) (least restrictive)
- (5) Spill Resistant Vacuum Breaker Assembly (SVB) (variation of a PVB)

(C) If the Department determines, after performing a cross-connection control survey of the customer's water supply system, that a backflow prevention method less restrictive than that required in § 196-03 will provide adequate

protection of the public potable water supply system, the Department may, ~~in~~ at its sole discretion, modify the requirements of § 196-06 for that customer.

### **§ 196-07 Backflow Assembly Installation Requirements.**

- (A) Backflow prevention assemblies shall be installed and maintained by the customer, at the customer's expense, and in compliance with the construction standards and specifications adopted by the City of Yuma, at each service connection. Assemblies shall also be installed according to the manufacturer's specifications. The customer is responsible for notifying the Department of any installation, repair, relocation, or replacement.
- (B) Assemblies shall have a diameter at least equal to the diameter of the service connection or service line piping at the point of installation.
- (C) Assemblies shall be installed as close as practicable to the service connection.
- (D) Assemblies shall be in an easily accessible location, approved by the Department. No assembly shall be installed below ground in a meter box, pit, or vault.
- (E) When a customer desires a continuous water supply, also known as a critical service, two (2) or more backflow prevention assemblies, of the same type, size, and manufacturer, shall be installed parallel to one another at the service connection. When backflow prevention assemblies are installed parallel to one another, the sum of the cross-sectional areas of the assemblies shall be at least equal to the cross-sectional areas of the service connection or service line piping at the point of installation. This allows for a continuous water supply while one of the assemblies is shut off for testing. At no other time shall an assembly be out of service.
- (F) § 196-07 (C) of these regulations shall not apply to fire sprinkler systems. Fire system assemblies are addressed in § 196-08.

### **§ 196-08 Installation of Backflow Prevention Assemblies for Fire Sprinkler Systems.**

- (A) All control valves on the backflow device shall be locked in the open position or be tamper switch protected in accordance with the National Fire Protection Association.
- (B) When a backflow prevention assembly is required for a water service connection supplying water only to a fire sprinkler system, the assembly shall be installed on the service line in compliance with the standards and specifications adopted by the City of Yuma.

- (C) If the authority enforcing the International Fire Code determines that a fire system shall have a continuous water supply which may not be interrupted during testing of the backflow prevention assembly, the customer shall install, at their expense, two (2) backflow prevention assemblies parallel to one another at the service connection. The cross-sectional area of each assembly shall be at least equal to the cross-sectional area of the service connection.
- (D) When a backflow prevention assembly is required for a building which already contains a fire sprinkler system, the sprinkler system shall be tested and certified by a licensed registrant in the State of Arizona that it will perform within the specification of the National Fire Protection Association and City of Yuma Fire Codes, after installation of the required assembly.

## **§ 196-09 Inspections, Testing, Maintenance, and Records.**

- (A) A customer's water supply system shall be available at all times during business hours for inspection by authorized personnel of the Department. The inspection shall be conducted to determine whether any cross-connections or other hazard potentials exist and to determine compliance with this chapter.
- (B) The Department shall inspect all new sites, assembly installations, assembly relocations, and assemblies that have been repaired for compliance.
- (C) The customer shall test and service backflow prevention assemblies at least once per year. If the testing reveals the assembly to be defective or in an unsatisfactory operating condition, the customer shall perform necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to a satisfactory operating condition.
- (D) If the Department or customer learns or discovers, during the interim period between tests, that an assembly is defective or in an unsatisfactory operating condition, the customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.
- (E) The annual testing shall be performed by an individual certified and approved to conduct such testing by an agency recognized by the Department. A list of certified, approved, and recognized individuals will be maintained by the Department and will be available upon request to all persons required to install or maintain a backflow prevention assembly. A tester may be suspended or removed from the list for improper testing, maintenance, reporting, or other improper practices, as determined by the Department.
- (F) The customer shall maintain records, on forms approved by the Department, of the results of all testing, servicing, repairs, overhauls, or replacements of the

backflow prevention assembly. A copy of the records shall be submitted to the Department within fourteen (14) days after completion of the activity for which the record is made.

### **§ 196-10 Retroactive Application; System Retrofit.**

- (A) The provisions of these regulations shall apply to all new water customers and all water customers existing prior to the enactment date of these regulations.
- (B) Backflow prevention assemblies installed prior to enactment of these regulations, and which do not comply with the requirements set forth herein, shall be replaced with assemblies which comply with the standards set forth herein.
- (C) All water customers existing prior to the enactment of these regulations shall comply with the standards set forth herein within a period of time as determined by the Department. The maximum time allowed for compliance shall be July 1, 2027.
- (D) A change of ownership, name change, or type of use change shall require a new survey of use. If the survey determines that a backflow prevention assembly is required, installation needs to be completed before granting the change of use.
- (E) Fire sprinkler system which will require retrofit prior to July 1, 2027:
  - (1) A fire sprinkler system designed by a pipe schedule which is modified, expanded, or augmented under issuance of a building permit.
  - (2) A fire sprinkler system designed by hydraulic calculation which is modified in an area equal to the size of the design area or affecting 10 sprinkler heads.

### **§ 196-11 Plan Review.**

- (A) All backflow prevention assemblies, which will be installed, shall be shown and specified on all required building and engineering plans. City approval of the intended assembly installation is required prior to issuance of any building or engineering permit.
- (B) Plumbing permits for the installation of all backflow prevention assemblies, required by the City, shall be obtained from the City prior to installation.
- (C) Replacement of existing backflow prevention assemblies shall require a plumbing permit.
- (D) Backflow prevention assemblies shall be installed to meet the construction standard specifications of the City of Yuma, tested by a certified tester, and

shown to be operating correctly. A copy of all testing records shall be submitted to the Department within fourteen (14) days of installation.

## **§ 196-12 Fees.**

- (A) A monthly service fee may be established by City Council resolution to cover the costs of implementing and enforcing these regulations and, if established, shall be charged to every customer who is required to install a backflow prevention assembly. The fee shall be included in the customer's monthly water bill.
- (B) A fee may be established by the City for any permits issued or testing records submitted to the Department pursuant to the terms of this chapter.

## **§ 196-13 Enforcement.**

- (A) It shall be unlawful for any person, company, or organization to bypass or remove a backflow prevention method without the approval of the Department. Any person, company, or organization violating the provisions of this paragraph shall be guilty of a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both fine and imprisonment. Each separate day or part thereof, during which any violation of this paragraph occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided.
- (B) If the Department discovers that a customer has not installed a required backflow prevention method or that a backflow prevention method has been improperly tested, maintained, bypassed or removed, or that an unprotected cross-connection exists in the customer's water supply system, the water service to that service connection shall be disconnected if the situation is not remedied within the time specified in the notice sent to the customer as required by this section. The service shall not be restored until the condition is remedied.
- (C) Water service to a fire sprinkler shall not be subject to disconnection under this section. If a situation, which could otherwise result in discontinuance of water service in subsection B. above, is not remedied within the time provided in the notice sent to the customer, the customer shall be guilty of a Class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both fine and imprisonment. Each separate day or part thereof, during which any violation of this paragraph occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided.



(D) Prior to disconnecting any water services because of a condition set forth in § 196-13 (B) above, the Department shall first notify the customer of the non-compliant condition with a courtesy letter describing the condition and the steps needed to address it. The customer shall have forty-five (45) days to remedy the condition to remain in compliance. If the non-compliant condition has not been remedied after forty-five (45) days, the customer will be sent a notice of non-compliance stating that they have fifteen (15) days to remedy the condition. If the condition is still not remedied within the fifteen (15) days, the customer will be sent a notice of violation, through certified mail, or delivered in-person using an acknowledgement receipt, stating that water services will be disconnected within seven (7) days if the condition is not remedied within such time period.

(E) The Department may disconnect, without notice, water service to any customer when the Department discovers that the customer's water supply system is contaminating the public potable water supply.

SECTION 6: Unless otherwise specifically provided for in this chapter, any person or corporation who shall violate any provision of this ordinance shall be deemed guilty of a class 1 misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or by imprisonment for not more than ten (10) days, or by both fine and imprisonment. Each separate day or part thereof, during which any violation of this ordinance occurs or continues, shall be deemed to constitute a separate offense and, upon conviction thereof, shall be punishable as herein provided.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED:

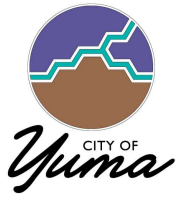
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

APPROVED AS TO FORM:

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

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



# City of Yuma

## City Council Report

File #: O2025-047

Agenda Date: 11/19/2025

Agenda #: 1.

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

### TITLE:

**Rezoning of Property: 1731 S. Madison Avenue**

### SUMMARY RECOMMENDATION:

Rezone approximately .15 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District. (Community Development/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

The subject property is located at 1731 S. Madison Avenue, in the Clarence Trigg Subdivision Unit 2 which was recorded on May 15, 1951. The property is approximately 6,341 square feet in size and is currently developed with a 1,191 square foot single family home built in 1942.

The area was annexed to the City in 1956 and following annexation, the area was zoned Industrial "A" with a subsequent rezoning in 1981 to the Light Industrial (L-I) District.

The applicant is requesting to rezone the property from Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District to bring the zoning of the property into conformance with the actual use. The applicant is considering constructing an accessory dwelling unit and a detached garage in the near future which would not be allowed in the current Light Industrial zoning district.

Several properties in the area are developed with residential homes and the rezone of this property would match the surrounding character and nature of the current uses. This request would also be in conformance with the Land Use Element of the General Plan.

On October 13, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (5-0) of the request to rezone approximately .15 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.

2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.
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.

#### **PUBLIC COMMENTS- EXCERPTS FROM PLANNING AND ZONING COMISSION MEETING MINUTES:**

**Jennifer Albers, Assistant Director of Planning** summarized the staff report and recommended **APPROVAL**.

#### **QUESTIONS FOR STAFF**

None

#### **APPLICANT/APPLICANT'S REPRESENTATIVE**

None

#### **PUBLIC COMMENT**

None

**"Motion by John Mahon, Planning and Zoning Commissioner, second by Lorraine Arney, Planning and Zoning Commissioner to APPROVE ZONE-44389-2025 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:**

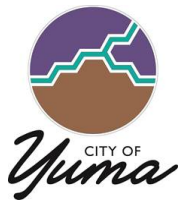
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**COMMUNITY PLANNING DIVISION**  
**CASE TYPE – REZONE**  
**CASE PLANNER: GUILLERMO MORENO-NUNEZ**

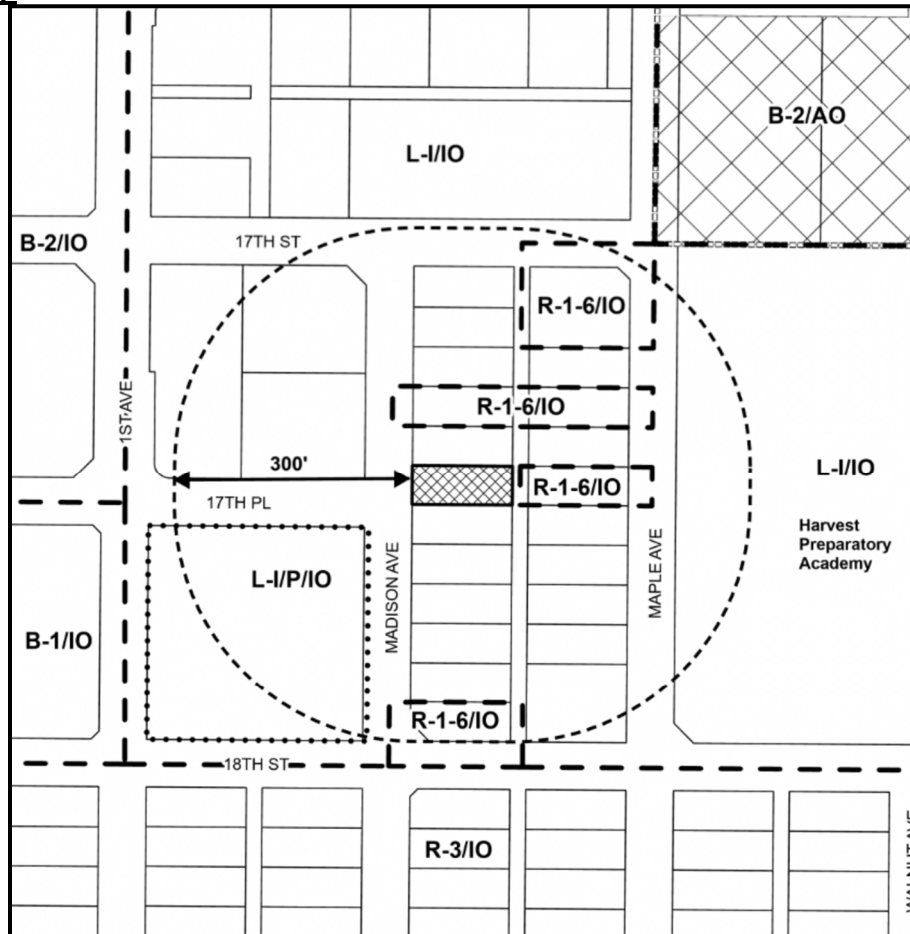
**Hearing Date:** October 13, 2025

**Case Number:** ZONE-44389-2025

**Project Description/ Location:** This is a request by Bailey Arvizo on behalf of Next Level Home Buyers, LLC, to rezone approximately .15 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District for property located at 1731 S. Madison Avenue, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Light Industrial/Infill Overlay (L-I/IO)	Single Family Home	Low Density Residential
<b>North</b>	Light Industrial/Infill Overlay (L-I/IO)	Single Family Home	Low Density Residential
<b>South</b>	Light Industrial/Infill Overlay (L-I/IO)	Single Family Home	Low Density Residential
<b>East</b>	Low Density Residential/ Infill Overlay (R-1-6/IO)	Single Family Home	Low Density Residential
<b>West</b>	Light Industrial/Infill Overlay (L-I/IO)	Crematory & Memorial Chapel	Mixed Use

**Location Map**



**Prior site actions:** Annexation: Ord. 672 (July 21, 1956), Subdivision: Clarence Trigg Subdivision Unit No. 2 (May 18, 1951), Rezone: C-14-60-8(d) Initial zoning to Industrial “A” Ord. 840 (January 2, 1962), Rezone: Z80-23 rezone from Industrial “A” to Light Industrial (L-I) District Ord. 1979 (February 7, 1981).

**Staff Recommendation:** Staff recommends **APPROVAL** of the rezoning from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, subject to the conditions shown in Attachment A.

**Suggested Motion:** Move to **APPROVE** Rezone ZONE-44389-2025 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 to the Low Density Residential/Infill Overlay (R-1-6/IO) District for the property located at 1731 S. Madison Avenue, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

**Staff Analysis:** The subject property is located at 1731 S. Madison Avenue, in the Clarence Trigg Subdivision Unit 2 which was recorded on May 15, 1951. The property is approximately 6,341 square feet in size and is currently developed with a 1,191 square foot single family home built in 1942.

The area was annexed to the City in 1956 and following annexation, the area was zoned Industrial “A” with a subsequent rezoning in 1981 to the Light Industrial (L-I) District.

The applicant is requesting to rezone the property from Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District to bring the zoning of the property into conformance with the actual use. The applicant is considering constructing an Accessory Dwelling Unit and a detached garage in the near future which would not be allowed in the current Light Industrial zoning district.

Several properties in the area are developed with residential homes and the rezone of this property would match the surrounding character and nature of the current uses. This request would also be 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:				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
Madison Avenue- Local	29 FT H/W ROW	30 FT H/W ROW				
Bicycle Facilities Master Plan	17 <sup>TH</sup> Street – proposed bike route					
YCAT Transit System	Green route 4A – Arizona Avenue @ 18 <sup>th</sup> Street					
Issues:	None					

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

<b>Parks, Recreation and Open Space Element:</b>										
Parks and Recreation Facility Plan										
Neighborhood Park:	Existing: Joe Henry Optimistic Park				Future: Joe Henry Optimistic Park					
Community Park:	Existing: Kennedy Memorial Complex				Future: Kennedy Memorial Complex					
Linear Park:	Existing: East Main Canal				Future: East Main Canal					
Issues:	None									
<b>Housing Element:</b>										
Special Need Household:	N/A									
Issues:	None									
<b>Redevelopment Element:</b>										
Planned Redevelopment Area:	Mesa Heights Development									
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X				
Conforms:	Yes	X	No							
<b>Conservation, Energy &amp; Environmental Element:</b>										
Impact on Air or Water Resources	Yes		No	X						
Renewable Energy Source	Yes		No	X						
Issues:	None									
<b>Public Services Element:</b>										
<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			<b>Dwellings &amp; Type</b>		<b>Projected Population</b>	<b>Police Impact</b>	<b>Water Consumption</b>		<b>Wastewater Generation</b>	
			<i>Single Family</i>							
			Maximum	Per Unit			Officers	GPD	AF	GPD
			1	2.8		3	0.01	580	0.6	196
			Minimum							
			1	2.8		3	0.01	580	0.6	196
Fire Facilities Plan:	Existing: Fire Station No. 3				Future: Fire Station No. 3					
Water Facility Plan:	Source:	City	X	Private		Connection:	4" line on Madison Avenue			
Sewer Facility Plan:	Treatment:	City	X	Septic		Private	Connection: 8" line on alley			
Issues:	None									
<b>Safety Element:</b>										
Flood Plain Designation:	X				Liquefaction Hazard Area:	Yes		No	X	
Issues:	None									
<b>Growth Area Element:</b>										
Growth Area:	Araby Rd & Interstate 8			Arizona Ave & 16 <sup>th</sup> St		X	Avenue B & 32 <sup>nd</sup> St.			
	North End		Pacific Ave & 8 <sup>th</sup> 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

**Public Comments Received:** None Received

**External Agency Comments:** See Attachment C.

**Neighborhood Meeting Comments:** See Attachment D.

**Proposed conditions delivered to applicant on:** September 11, 2025

**Final staff report delivered to applicant on:** September 29, 2025

☒ Applicant agreed with all of the conditions of approval on: September 26, 2025

**Attachments**

A	B	C	D	E	F	G
Conditions of Approval	Agency Notifications	Agency Comments	Neighborhood Meeting Comments	Neighbor Notification List	Neighbor Mailing	Aerial Map

**Prepared By:** *Guillermo Moreno-nunez*  
Guillermo Moreno-nunez  
Associate Planner  
Guillermo.moreno-nunez@yumaaz.gov

**Date:** September 16, 2025  
  
(928) 373-5000, x3038

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

**Date:** 9/16/25

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

**Date:** 09/25/25



**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.
3. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.

**Community Planning, Guillermo Moreno-nunez, Associate Planner, (928) 373-5000 x3038**

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 AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 09/19/25
- **300' Vicinity Mailing:** 08/25/25
- **34 Commenting/Reviewing Agencies noticed:** 08/28/25
- **Site Posted on:** 08/26/25
- **Neighborhood Meeting:** 09/03/25
- **Hearing Date:** 10/13/25
- **Comments due:** 09/08/25

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	9/8/2025	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	9/1/2025	X		
Yuma County Planning & Zoning	YES	9/2/2025			X
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	9/2/2025	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	8/28/2025	X		
Building Safety	NR				
City Engineer	YES	8/28/2025	X		
Traffic Engineer	NR				
MCAS / C P & L Office	YES	8/28/2025	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT C**  
**AGENCY COMMENTS**



COMMENT



NO COMMENT

*Enter comments below:*

The request appears that will be within the residential character of the area; additionally, it will bring the property into compliance with the R-1-6/IO zoning district.

DATE: 8/2/25 NAME: Javier Barraza TITLE: Senior Planner

AGENCY: Yuma County DDS

PHONE: (928) 817-5000

RETURN TO: Guillermo Moreno-nunez  
Guillermo.Moreno-nunez@YumaAZ.gov

**ATTACHMENT D**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** 09/03/2025

**Location:** City Hall Room #190

**Attendees:**

Jose Salazar, Neighbor

Amelia Domby, Staff

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

- **Jose:** Expressed his support of the request.

**ATTACHMENT E**  
**NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City/State/Zip Code		
BEJARANO JUAN ANTONIO JR	1719 S MADISON AVE	YUMA	AZ	85364
BONILLA PABLO	1743 S MADISON AVE	YUMA	AZ	85364
CONTRERAS RICARDO	1725 S MADISON AVE	YUMA	AZ	85364
DOBOSZ DANIEL P & TARA M	3049 W 12TH LN	YUMA	AZ	85364
FUENTES VERONICA & CARLOS JR	2953 S ROYAL ABERDEEN LOOP	GREEN VALLEY	AZ	85614
GAMBOA DAVID JR	1821 S 3RD AVE	YUMA	AZ	85364
GARCIA MIKE	4016 KALAMATA WAY	RANCHO CORDOVA	CA	95742
HARVEST POWER COMMUNITY DEVELOPMENT	350 E 18TH ST	YUMA	AZ	85364
HAYNES PROPERTIES AZ LLC	11483 E VIA SALIDA	YUMA	AZ	85367
HERRERA EDUARDO & GONZALEZ MAYRA LIZETH MEDRANO CPWROS	1749 S MADISON AVE	YUMA	AZ	85364
KING GERALD JR & CATHY JT	1712 S MAPLE AVE	YUMA	AZ	85364
MARTINEZ ORALIA	1761 S MADISON AVE	YUMA	AZ	85364
MAY VIOLA	5435 E 38TH PLACE	YUMA	AZ	85365
NEXT LEVEL HOME BUYERS LLC	2903 W 12TH PL	YUMA	AZ	85364
NEXTGEN PROPERTIES LLC	3378 W 17TH PL	YUMA	AZ	85364
PANHO LLC	350 W 16TH ST STE 332	YUMA	AZ	85364
QUINTERO MARIA TRUST 4-10-2024	PO BOX 1903	WINTERHAVEN	CA	92283
QUINTERO VALERIE JEAN	2160 S DEL VALLE WAY	YUMA	AZ	85364
QUINTERO VALERIE JEAN	2160 S DEL VALLE WAY	YUMA	AZ	85364
RAMIREZ TERESA	1789 S MADISON AVE	YUMA	AZ	85364
RANGEL SERGIO R &	1737 S MADISON AVE	YUMA	AZ	85364
SANCHEZ NOHEMI	1704 S MAPLE AVE	YUMA	AZ	85364
SMITH WM MICHAEL & DELLA E	1321 W 19TH ST	YUMA	AZ	85364
SPONGROSS KATHY M	1715 S MADISON AVE LOT A	YUMA	AZ	85364
STUHR ROSARIO RAMOS	15385 S AVENUE 4E	YUMA	AZ	85365
TRES ESTRELLAS HOLDINGS LLC	13484 S AVENUE 5 E	YUMA	AZ	85365
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364

**ATTACHMENT F  
NEIGHBOR MAILING**

This is a request by Bailey Arvizo on behalf of Next Level Home Buyers, LLC, to rezone approximately .15 acres from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District for property located at 1731 S. Madison Avenue, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
ZONE-44389-2025**

**NEIGHBORHOOD MEETING**  
09/03/2025 @ 5PM  
Yuma City Hall, One City Plaza,  
Yuma, AZ, Room #190

**PUBLIC HEARING**  
10/13/2025 @ 4:30pm  
City Hall Council Chambers  
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 1731 S. Madison Avenue, 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 Guillermo Moreno-nunez by phone at (928) 373-5000 ext. 3038 or by email at [Guillermo.Moremo-nunez@YumaAz.gov](mailto:Guillermo.Moremo-nunez@YumaAz.gov). All written comments must be submitted by 12:00 pm **(the day of the hearing)** to be included in the public record for consideration during the hearing.

ATTACHMENT G  
AERIAL PHOTO



**ORDINANCE NO. O2025-047**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE LIGHT INDUSTRIAL/INFILL OVERLAY (L-I/IO) DISTRICT TO THE LOW DENSITY RESIDENTIAL/INFILL OVERLAY (R-1-6/IO) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING**

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on October 13, 2025 in Zoning Case No: ZONE-44389-2025 in the manner prescribed by law for the purpose of rezoning a single parcel of real property hereafter described to the Low Density Residential/Infill Overlay (R-1-6/IO) 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 September 19, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-44389-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

*A portion of the Southwest quarter of the Northeast quarter of the Northeast quarter (SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona and more particularly described as follows:*

*Lot 18, Block 6, of CLARENCE TRIGG SUBDIVISION UNIT NO. 2, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, recorded in Book 3 of Plats, page 67.*

*Containing 6,314 square feet, more or less.*

shall be placed in the Low Density Residential/Infill Overlay (R-1-6/IO) 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/Infill Overlay (R-1-6/IO) District and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, 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/Infill Overlay (R-1-6/IO) District.

SECTION 2: 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. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.

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 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 \_\_\_\_\_, 2025.

APPROVED:

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

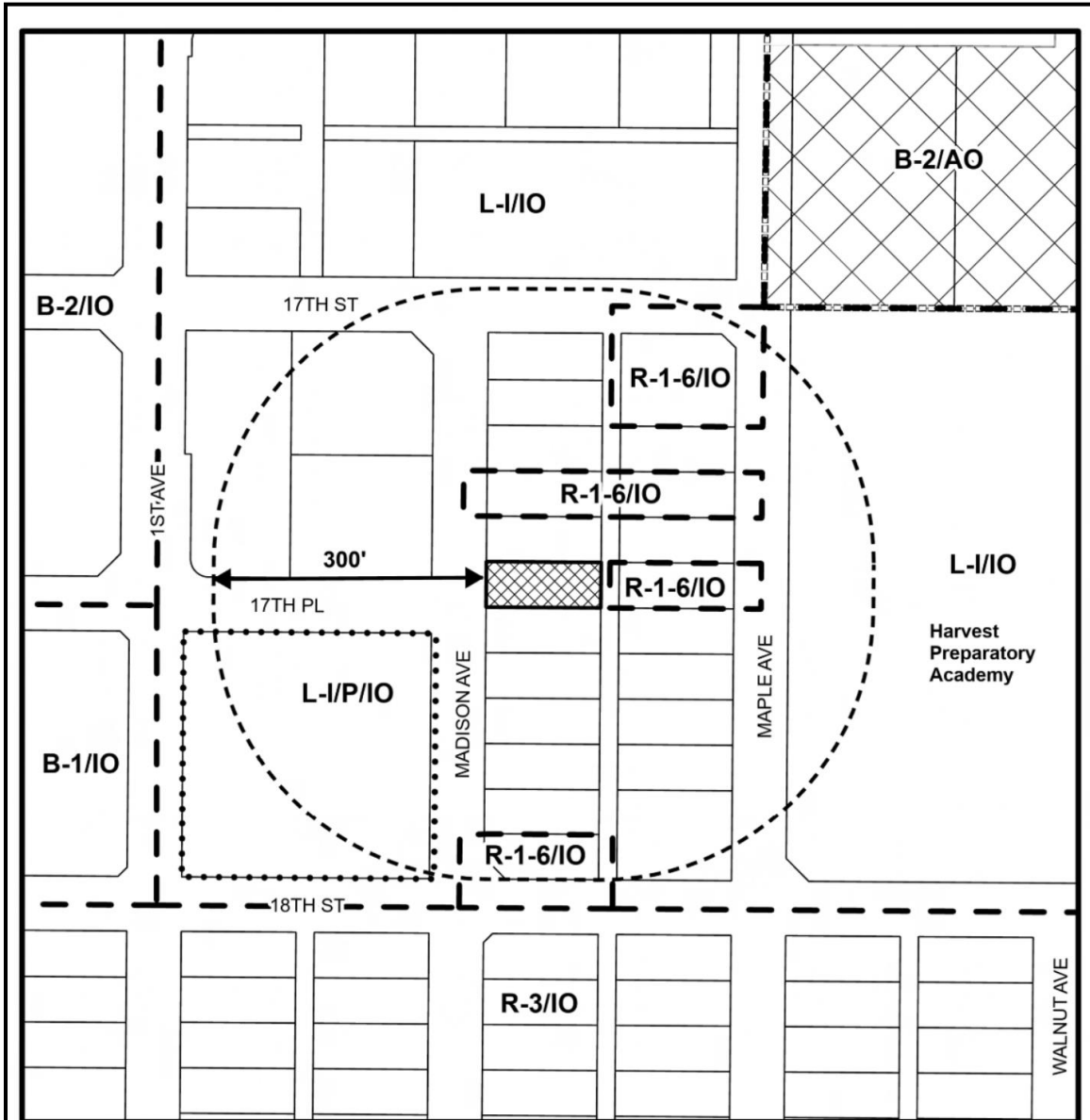
ATTESTED:

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

APPROVED AS TO FORM:

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

# Exhibit A



## LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: GMN



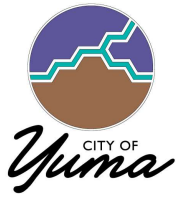
Date: 7/31/2025

Revised: 9/16/2025

Revised:

Case #:

ZONE-44389-2025



# City of Yuma

## City Council Report

File #: O2025-048

Agenda Date: 11/19/2025

Agenda #: 2.

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

### TITLE:

**Rezoning of Property: 3064 and 3116 S. Avenue B**

### SUMMARY RECOMMENDATION:

Rezone approximately 6.65 acres located at 3064 and 3116 S. Avenue B, Yuma, AZ, from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District (Community Development/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

The subject properties are located at 3064 and 3116 S. Avenue B and are currently the site of an office building and the Yuma Lumber Company. In 2025, the properties were the subject of a General Plan Amendment that changed the land use designation from Commercial to High Density Residential.

With this request, the applicant is seeking to rezone the property from the General Commercial (B-2) District to the High Density Residential (R-3) District for multi-family development. The applicant has not provided a conceptual site plan at the time of this rezone request. All new development will be required to meet City of Yuma development standards. Rezoning the property from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District conforms with the General Plan.

On October 13, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (5-0) of the request to rezone approximately 6.65 acres from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District for the properties located at 3064 and 3116 S. Avenue B, subject to the following conditions:

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

3. The Owner/Developer shall dedicate to City of Yuma by warranty deed, the right-of-way shown along the Avenue B frontage in the Yuma Lumber Lot Split, Fee # 1998-13533, and the Yuma Lumber Lot Split No. 2, Fee # 1999-02715. The County of Yuma Assessors Map, and County of Yuma's GIS system does not appear to show the true half width of the listed dedications.
4. The Owner/Developer shall dedicate a 1' foot non access easement along the west edge of the Avenue B right-of-way, except for approved driveway locations.
5. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

**EXCERPT FROM PLANNING AND ZONING COMISSION MEETING MINUTES:**

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

**QUESTIONS FOR STAFF**

**"Chelsea Mallouff-Craig, Planning and Zoning Commissioner** asked would this development require any additional turning lanes on Avenue B.

**"Andrew McGarvie, Engineering Manager** replied a deceleration or turning lane is a requirement for the proposed project.

**"Mallouff-Craig** asked whether the required lanes would apply to both entering and exiting the proposed project.

**"McGarvie** answered just entering.

**"Chris Hamel, Planning and Zoning Commissioner** asked would the lane run north to south.

**"McGarvie** replied the lane would be southbound.

**"John Mahon, Planning and Zoning Commissioner** asked if the northeast corner of 32<sup>nd</sup> Street and Avenue B would need a rezone request.

**"Rojas** replied that the area in question is under Yuma County jurisdiction.

**"Mahon** then asked if the letters in the staff report were from the neighboring homes.

**"Rojas** replied yes that the letters are from the neighborhood behind the subject property.

**APPLICANT/APPLICANT'S REPRESENTATIVE**

None

**PUBLIC COMMENT**

None

**"Motion by Commissioner Lorraine Arney, second by Commissioner Chelsea Malouff-Craig to APPROVE ZONE-44333-2025 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:**

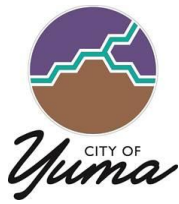
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 11/10/2025
Reviewed by City Attorney: Richard W. Files	Date: 11/06/2025



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

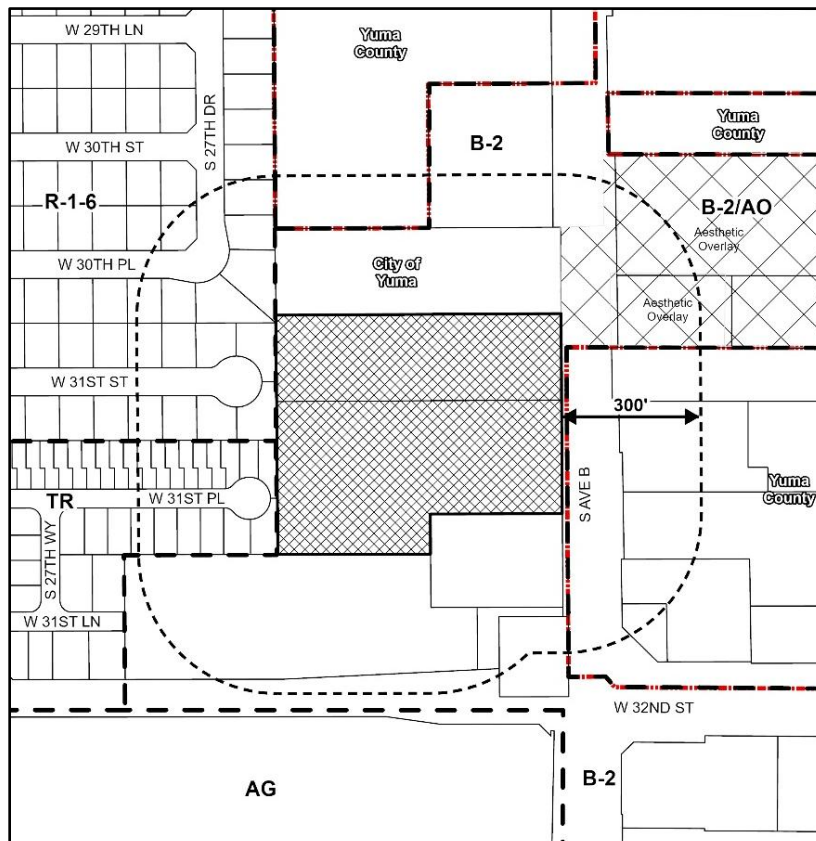
**Hearing Date:** October 13, 2025

**Case Number:** ZONE-44333-2025

**Project Description/Location:** This is a request by Dahl, Robins & Associates, on behalf of Territorial Real Estate AZ LLC, to rezone approximately 6.65 acres from the General Commercial (B-2) District to the High Density Residential (R-3) District for the property located at 3064 and 3116 S. Avenue B, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	General Commercial (B-2)	Office and Yuma Lumber Company	High Density Residential
<b>North</b>	General Commercial (B-2)	Houston's Yuma Furniture	Commercial
<b>South</b>	General Commercial (B-2)	Frank's Tire Shop, Vacant	Commercial
<b>East</b>	General Commercial/Aesthetic Overlay (B-2/AO), County Rural Acre-40 acre minimum (RA-40), County Light Industrial (LI)	Sonic, Gym, Office, Tire Shop	Commercial
<b>West</b>	Low Density Residential (R-1-6), Transitional (TR)	Single-family homes, Town homes	Mixed Use

**Location Map**



**Prior site actions:** Annexation, Ordinance O95-070, effective November 18, 1995; Rezoning (AG to B-2), Ordinance O96-47, adopted May 1, 1996; Variance, BA96-025, approved October 17, 1996; Yuma Lumber Lot Split (Fee # 1998-13533), recorded May 21, 1998; Yuma Lumber Lot Split No. 2 (Fee # 1999-02715), recorded January 29, 1999

**Staff Recommendation:** Staff recommends APPROVAL of the rezoning from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District, subject to the conditions shown in Attachment A.

**Suggested Motion:** Move to **APPROVE** rezone ZONE-44333-2025 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 to rezone approximately 6.65 acres from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District for the property located at 3064 and 3116 S. Avenue B, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

**Staff Analysis:** The subject properties are located at 3064 and 3116 S. Avenue B and are currently the site of an office building and the Yuma Lumber Company. The properties were annexed into the City in 1995, and the following year were rezoned from the Agriculture (AG) District to the General Commercial (B-2) District. In 2025, the properties were the subject of a General Plan Amendment that changed the land use designation from Commercial to High Density Residential.

With this request, the applicant is seeking to rezone the property from the General Commercial (B-2) District to the High Density Residential (R-3) District for multi-family development. The applicant has not provided a conceptual site plan or an estimated number of units at the time of this rezone request. The R-3 District permits single-family, two-family, and multi-family dwellings. All new development will be required to meet City of Yuma development standards.

Staff supports the applicant's request to rezone the properties to the R-3 District. Additionally, staff recommends including the properties within the Aesthetic Overlay (AO) District because they are located on a Gateway Route identified in the City of Yuma 2022 General Plan (Map 3-6). The purpose of the AO District is to enhance the community's image and attractiveness by creating inviting entryways to the city and providing community focal points that enhance the community's appearance. Proposed developments within the AO District are reviewed using the City's Aesthetic Overlay District Design Guidelines, which provide guidance on site layout, building materials, signage, utility screening, exterior lighting, landscaping, and other elements of high-quality design. The AO District is an overlay district that does not modify permitted uses or remove the minimum development standards of the underlying zoning district.

Rezoning the property from the General Commercial (B-2) District to the High Density Residential/Aesthetic Overlay (R-3/AO) District conforms with the General Plan.

*This case was continued from the Planning and Zoning Commission meeting of September 8, 2025. City staff met with the applicant on September 18, 2025, and the applicant is in agreement with the revised conditions listed in Attachment A.*

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

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

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

No.

**FACILITY PLANS**

Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Ave B – Minor Arterial 4 Lanes	50 FT HW	45 FT HW	X			X
32 <sup>nd</sup> St – Principal Arterial 6 Lanes	62 FT HW	Varies	X			X
28 <sup>th</sup> St – Collector 2 lanes	40 FT HW	Varies				
Bicycle Facilities Master Plan	Avenue B – Proposed bike lane, 32 <sup>nd</sup> Street – Proposed bike path					
YCAT Transit System	32 <sup>nd</sup> Street at Avenue B – Yellow Route 95 and Purple Route 6A					
Issues:	See Attachment A, Condition 3 for right-of-way request					

**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: Las Casitas Park	Future: Las Casitas Park
Community Park:	Existing: Smucker Memorial Park	Future: Smucker Memorial Park
Linear Park:	Existing: East Main Canal Linear Park	Future: East Main Canal Linear Park
Issues:	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:**



<b>Population Impacts</b> 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		<b>Dwellings &amp; Type</b>		<b>Projected Population</b>	<b>Police Impact</b>	<b>Water Consumption</b>		<b>Wastewater Generation</b>
		<i>Multi-Family</i>						
		Maximum	Per Unit		<b>Officers</b>	<b>GPD</b>	<b>AF</b>	<b>GPD</b>
		200	1.8	360	0.68	74,520	83.5	25,200
		Minimum						
		86	1.8	155	0.29	32,044	35.9	10,836
<b>Fire Facilities Plan:</b>		Existing: Fire Station No. 6			Future: Fire Station No. 6			
<b>Water Facility Plan:</b>		Source:	City	X	Private	Connection:	8" PVC line on Avenue B	
<b>Sewer Facility Plan:</b>		Treatment:	City	X	Septic	Private	Connection: Gravity line in Las Casitas subdivision	
<b>Issues:</b>		No sewer line on Avenue B						
<b>Safety Element:</b>								
<b>Flood Plain Designation:</b>		500 Year Flood			<b>Liquefaction Hazard Area:</b>		Yes	X
<b>Issues:</b>		None						
<b>Growth Area Element:</b>								
<b>Growth Area:</b>	Araby Rd & Interstate 8			Arizona Ave & 16 <sup>th</sup> St			Avenue B & 32 <sup>nd</sup> St.	X
	North End		Pacific Ave & 8 <sup>th</sup> St		Estancia		None	
<b>Issues:</b>		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.      A General Plan Amendment was approved on June 4, 2025, changing the land use designation from Commercial to High Density Residential.

**Public Comments Received:** See Attachment E

**External Agency Comments:**                      See Attachment C

**Neighborhood Meeting Comments:**      See Attachment D

**Proposed conditions delivered to applicant on:**      09/18/25

**Final staff report delivered to applicant on:**                      09/25/25

- ☒ Applicant agreed with all of the conditions of approval on: 9/18/25
- ☐ Applicant did not agree with the following conditions of approval:
- ☐ Planner emailed applicant conditions and is awaiting response.

**Attachments**

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

**Prepared By:** *Meredith Rojas*

**Date:** 09/22/2025

Meredith Rojas  
Associate Planner

[Meredith.Rojas@YumaAZ.gov](mailto:Meredith.Rojas@YumaAZ.gov)

(928) 373-5000 x 3047

**Reviewed By:** *Jennifer L. Albers*

**Date:** 9/22/25

Jennifer L. Albers  
Assistant Director of Planning

**Approved By:** *Alyssa Linville*

**Date:** 09/25/25

Alyssa Linville  
Director, Community Development

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

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

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

3. The Owner/Developer shall dedicate to City of Yuma by warranty deed, the right-of-way shown along the Avenue B frontage in the Yuma Lumber Lot Split, Fee # 1998-13533, and the Yuma Lumber Lot Split No. 2, Fee # 1999-02715. The County of Yuma Assessors Map, and County of Yuma's GIS system does not appear to show the true half width of the listed dedications.
4. The Owner/Developer shall dedicate a 1' foot non access easement along the west edge of the Avenue B right-of-way, except for approved driveway locations.

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

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

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

## ATTACHMENT B AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 08/15/25
- **300' Vicinity Mailing:** 07/21/25
- **34 Commenting/Reviewing Agencies noticed:** 07/23/25
- **Site Posted on:** 07/24/25
- **Neighborhood Meeting:** 07/30/25
- **Hearing Date:** 09/08/25
- **Comments due:** 08/04/25

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	07/23/25	X		
Yuma County Engineering	YES	07/28/25		X	X
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	07/23/25	X		
Yuma County Planning & Zoning	YES	07/29/25	X		
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	07/28/25	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	07/23/25	X		
Building Safety	NR				
City Engineer	YES	08/06/25		X	
Traffic Engineer	NR				
MCAS / C P & L Office	YES	07/28/25		X	X
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT C**  
**AGENCY COMMENTS**

DATE:	07/23/2025	NAME:	Frank Sanchez	TITLE:	County Engineer
AGENCY:	Yuma County Department of Engineering			PHONE:	928-817-5120
Enter comments below:					
<p>We request that the City of Yuma annex the roadway in front of this development. The properties surrounding Avenue B between 24th Street and 32nd Street have pretty much been annexed by the City while leaving the roadway within County jurisdiction. This piecemealing of the roadway makes is difficult for the county to maintain its portions of the roadway.</p> <p>Also, the owner will have to submit plans for review and apply for an encroachment permit from Yuma County.</p>					

DATE:	07/28/2025	NAME:	Antonio Martinez	TITLE:	Community Liaison Specialist
AGENCY:	MCAS Yuma			PHONE:	928-269-2103
Enter comments below:					
<p>Subject parcel is located adjacent (outside) to Runway 8 - Accident Potential Zone 2 (APZ-2), which is currently not recognized by the City of Yuma, but it is an active operational runway. It is requested an Avigation Disclosure statement be recorded to recognize the noise, interference, or vibrations due to aviation operations that may occur at the nearby Marine Corps Air Station Yuma, Yuma International Airport Aviation Complex, and its associated flight paths. Please send a copy of the recorded easement to <a href="mailto:MCASYUMA_CPLO@usmc.mil">MCASYUMA_CPLO@usmc.mil</a>. Thank you for the opportunity to review and comment.</p>					

**ATTACHMENT D**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** 07/30/2025

**Location:** Room 190, One City Plaza, Yuma

**Attendees:** Staff: Meredith Rojas, Jennifer Albers; Applicant: Brett Hall

One (1) neighbor in attendance: Teresa Sanchez

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

- Staff explained the applicant's request to rezone the property from Commercial (B-2) to High Density Residential (R-3) to develop apartments.
- The neighbor said she would like the wall between her property and the subject property repaired. She said the wall provides security, which will become more important once apartments are built. The applicant said the wall will be repaired.
- The neighbor asked what the apartments will look like and when they are planning to build. The applicant said they are planning to build market-rate apartments, but they haven't started specific plans for the site. Staff said future building plans will need to comply with the City's development standards for setbacks, parking, and landscaping. The R-3 zoning district limits the height of apartments to one-story within 40 feet of residential properties.

**ATTACHMENT E  
PUBLIC COMMENTS**

Name:	Francisco Navarro				Contact Information: 928-336-0550					
Method of Contact:	Phone	X	FAX		Email		Letter		Other	
<p>Staff spoke with Mr. Navarro by phone on 7/28/2025. Mr. Navarro asked how his property's zoning would be affected. Staff explained the request and confirmed his property at 3174 S. Avenue B was not included in the rezone request or the recent General Plan amendment. His property will remain in the General Commercial (B-2) District with a Commercial land use designation.</p>										

Name:	Teresa Sanchez				Contact Information: <a href="mailto:tere0908@yahoo.com">tere0908@yahoo.com</a>					
Method of Contact:	Phone		FAX		Email	X	Letter		Other	
<p><i>Received 8/12/2025</i></p> <p>Dear Community Development Director and City Officials,</p> <p>I am writing to formally express my objection to the proposed new residential development project currently under consideration within the City of Yuma. This is the project by Dahl, Robins, and Associates, from behalf of Territorial Real Estate AZ LLC, to rezone the General Commercial (B-2) District to the High Density Residential (R-3) District for the property located at 3064 and 3116 S. Avenue B, Yuma, AZ.</p> <p>While I understand the need for responsible growth and housing expansion, I have serious concerns regarding the potential impacts this development may have on our community.</p> <p>These concerns include.</p> <ul style="list-style-type: none"> <li>• <b>Infrastructure Strain:</b> The proposed development may place undue stress on existing infrastructure, including roads, water supply, sewage systems, and public services such as police, fire, and emergency response.</li> <li>• <b>Traffic and Safety:</b> Increased residential density will likely result in higher traffic volumes, leading to congestion and potential safety hazards in nearby neighborhoods, school zones, and an already busy Avenue B.</li> <li>• <b>Community Character:</b> The scale and design of the proposed development does not align with the existing character of the surrounding community and could alter the aesthetic and cultural identity of the area. It would look off putting to have a two-story apartment complex at the end of the road of a one-story cul-de-sac.</li> </ul> <p>I also have my personal reasons for not wanting this new residential development to happen. My neighborhood would be directly behind this new development. I am at the end of the cul-de-sac so my house would share the fence with this new development. I have a an issue with the current business in this lot for the past several years. In this email I have attached images of the wall the separates my house from where this new development would be. There is a hole in this wall that has been forming for years. Once I first noticed the wall caving in on my side, I alerted the owners of the lot, and they did nothing about it. I contacted the city, and they told me there was nothing they could do because it was private property. The wall only continued to cave in and instead of fixing the wall the owners of the lot got rid of the tree that seemed to be forcing the wall in the first place.</p> <p>It seems there is nothing more I could do for the wall, but my concern with this new development is that they won't fix the wall when building. It is a very large hole and there are already cats that I find coming in and out, there no doubt that a person could also use the hole. I have a family and young</p>										

children who are here often and that hole has been a hazard. I don't want to imagine what could happen if someone from this new development were to come onto my property through that hole. I respectfully request that the City of Yuma conduct a thorough public review process, including additional opportunities for community input, environmental assessments, and a transparent analysis of long-term impacts. Growth must be managed responsibly, and with careful consideration of how it affects current residents and the sustainability of our city.

Thank you for your attention to this matter. I trust that you will take these concerns seriously and act in the best interest of the community.

Sincerely,  
Teresa Sanchez RNC-OB, MSN  
Email : tere0908@yahoo.com  
Phone : 928-210-2583



Name:	Marco and Claudia Nieves			Contact Information: claudia7mendez@yahoo.com						
Method of Contact:	Phone		FAX		Email	X	Letter		Other	
<p><i>Received 9/3/2025</i></p> <p>Dear Community Development and City of Yuma Representatives,  Subject: Objection to Development Project with the City of Yuma. Project by Dahl, Robins, and Associates, from behalf of Territorial Real Estate AZ LLC, to rezone the General Commercial (B-2) District to the High Density Residential (R-3) District for the property located at 3064 and 3116 S. Avenue B, Yuma, AZ</p> <p>We are the Nieves Family, residing at 2717 W. 31st Street, Yuma, Arizona 85364. Our family has lived at this property since 2006. The main reason we bought this property was due to the peaceful area and to the privacy we would obtain by being at the end of a street on a cul-de-sac and away from many neighbors. Today I am writing to formally express my objection to the above-mentioned planning application. I have many concerns in regards to this project planning.</p> <p>While our family understands that Yuma is growing and many developments are taking place around town, and that more housing is needed I do have many concerns about this development.</p>										





Our number one concern is losing our privacy and our peace. We would be sharing the brick wall with this new development. If the properties the company builds next door are two story building, not only our privacy will be compromised but our safety will also be a big concern. If the construction is for two story apartments, and the apartments will be for rent, there will always be new tenants coming and going and that brings an issue of safety to my family and our neighborhood. I want to feel safe at home, I want my children to feel safe at home. I do not want to be worried about having new neighbors all the time. This type of development will negatively impact property values in our neighborhood as well due to noise pollution and decreased privacy. Excessive noise can be a great concern, you are welcome to come and visit our neighborhood at different times of the day to see how quiet it is around the properties that are directly involved with this issue. The commercial buildings that are now in place are not a big concern with noise level and they are only open certain hours of the day. The concerns we have experienced with the commercial building right next to our house is the trees that are by our brick wall. They have caved in and our brick wall looks dented and the branches hang on our side. Even after we have spoken to the business we have had to pay someone to cut off the branches of the trees that hang to our side to avoid the wall from caving in even more.

We also think the visual amenity to the area will negatively impact the neighborhood's character and the aesthetic vision at the end of our street will not be the same, it will not match at all. Also a building's height and proximity to my house and neighborhood properties will significantly reduce the privacy and sunlight if it is a two story property. This will have a detrimental impact to our family and our neighbors. I feel that our property will feel like if it is boxed in.

We urge the planning authority to deny this application in its current form or to require significant modifications to mitigate the negative impacts outlined above. Hopefully a solution that is more compatible with our neighborhood is found. We hope your office finds the best alternative for our neighborhood.

Sincerely,  
 Marco and Claudia Nieves  
 2717 W. 31st Street  
 Yuma, Arizona 85364  
 928-246-8048  
 claudia7mendez@yahoo.com

Name:		Teresa Sanchez			Contact Information: <a href="mailto:tere0908@yahoo.com">tere0908@yahoo.com</a>						
Method of Contact:		Phone		FAX		Email	X	Letter		Other	
<p><i>Received 9/8/2025</i>          Good afternoon Meredith</p> <p>I am sending you new pictures. I will be at the meeting this afternoon, as you can see, they have not fix the wall is getting worse.</p> <p>Thank you          Teresa Sanchez</p>											

Name:	Cynthia Renteria			Contact Information: cirenteria@onvidahealth.org				
Method of Contact:	Phone		FAX		Email	X	Letter	Other

*Received 9/8/2025*  
**Cynthia Renteria**  
 2747 W. 30<sup>th</sup> Place  
 Yuma, AZ 85364  
 CRenteria913@msn.com  
 8/31/2025

**Subject: Opposition to Proposed Rental Apartment Development**  
 Dear Community Development Director and City Officials,  
 I am writing as a resident of Las Casitas neighborhood to respectfully express my opposition to the proposed construction of rental apartment units by Dahl, Robins, and Associates, from behalf of Territorial Real Estate AZ LLC, to rezone the General Commercial (B-2) District to the High Density Residential (R-3) District for the property located at 3064 and 3116 S. Avenue B, Yuma, AZ. While I understand the need for thoughtful development in our community, I believe this project raises significant concerns that would negatively impact both current residents and the long-term character of our neighborhood.

- 1. Increased Traffic and Safety Risks**  
 The addition of apartment units will inevitably bring a substantial rise in traffic volume along Avenue B, which is already heavily congested. This could pose safety risks for pedestrians, cyclists, and schoolchildren who regularly use these routes.
- 2. Strain on Infrastructure and Services**  
 Our existing infrastructure—including roads, water supply, and public services—was not designed to accommodate such an increase in density. Local schools and emergency services are already stretched thin, and this development would further burden them.
- 3. Impact on Community Character**  
 Las Casitas neighborhood is primarily single-family residential/low-density, and the introduction of large rental complexes would alter its established character. Many residents chose to live here for its quiet, family-oriented environment, which this development could undermine.
- 4. Property Value Concerns**  
 Studies have shown that large multi-unit rental developments may reduce surrounding property values. This is a serious concern for homeowners who have invested their savings into maintaining their homes and community.

I respectfully urge the board to consider these issues and deny approval for the proposed rental apartment project. While growth is important, it should be managed in a way that preserves the safety, infrastructure capacity, and unique character of our community.

Thank you for your time and consideration.

Sincerely,  
 Cynthia Renteria

**ATTACHMENT F**  
**NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City/State/Zip Code</b>
ALANIS GLORIA E	603 9TH AVE	KIRKLAND, WA, 98033
AVENUE B BUILDING LLC	4573 W LA QUINTA LOOP	YUMA, AZ, 85364
AVENUE B LLC	1655 S COUNTRY CLUB DR	MESA, AZ, 85210
BARNETT BARBARA MARIE	2767 W 31ST PL	YUMA, AZ, 85364
BASERA HOLDINGS LLC	2591 S AVENUE 2 1/2E STE 1	YUMA, AZ, 85365
BES RENTALS LLC	2022 E MALIBU DR	TEMPE, AZ, 85282
BEST SOUTHWEST SVCS INC	2147 S COPPER VIEW WAY	YUMA, AZ, 85365
BINGHAM INVESTMENT COMPANY	1655 S COUNTRY CLUB DR	MESA, AZ, 85210
BRACK JASON A & JOANNA JT	2787 W 30TH PL	YUMA, AZ, 85364
CARRERAS MIGUEL	2482 S 34TH AVE	YUMA, AZ, 85364
CORRALES RAMON E & CINDY C JT	2764 W 31ST ST	YUMA, AZ, 85364
COVARRUBIAS MARTIN A	3746 W 18TH ST	YUMA, AZ, 85364
EHC INVESTMENTS LLC	3093 S AVENUE B	YUMA, AZ, 85364
FIRST ASSEMBLY OF GOD AN ARIZONA CORP	3000 S AVENUE B	YUMA, AZ, 85364
GARATE EDGAR E & LILIANA	3057 S 27TH DR	YUMA, AZ, 85364
JACKSON LAWRENCE P & ELIZABETH S JT	2715 W 31ST PL	YUMA, AZ, 85364
JASSO RICARDO PRIETO	2753 W 31ST PL	YUMA, AZ, 85364
KLEPPE STEPHEN D & SHIRLEY R TRUST 5-11-07 &	420 W ROOSEVELT ST	PHOENIX, AZ, 85003
LOPEZ DANIELA A & RICARDO ROCHIN JT	2749 W 31ST ST	YUMA, AZ, 85364
MARTINEZ SAMUEL	8364 S COCONINO LN	YUMA, AZ, 85364
MILLAN RAFAEL J	7036 BALCOM AVE	RESEDA, CA, 91335
NAVARRO FRANCISCO	3174 S AVENUE B	YUMA, AZ, 85364
NIEVES MARCO A & CLAUDIA A JT	2717 W 31ST ST	YUMA, AZ, 85364
OLAIZ ANTONIO M	3029 S 27TH DR	YUMA, AZ, 85364
RENTERIA CYNTHIA & MOISES C	2747 W 30TH PL	YUMA, AZ, 85364
ROBLES CONSUELO	2763 W 30TH PL	YUMA, AZ, 85364
RODRIGUEZ RODOLFO D	2788 W 31ST ST	YUMA, AZ, 85364
RUBIO PEDRO & YOLANDA JT	3071 S 27TH DR	YUMA, AZ, 85364
RUIZ VERONICA & MARIO A JR JT	2701 W 31ST PL	YUMA, AZ, 85364
SANCHEZ TERESA TRUST 11-29-12	2716 W 31ST ST	YUMA, AZ, 85364
SCHEFTIC MARTHA & WILLIAM D	2741 W 31ST PL	YUMA, AZ, 85364
SEIS PROPERTIES LLC	720 E 22ND ST STE A	YUMA, AZ, 85364
TERRITORIAL REAL ESTATE AZ LLC	3064 S AVENUE B	YUMA, AZ, 85364
THE VILLAGE ON 19TH LLC	3155 S AVE B	YUMA, AZ, 85364
TOMAS CORNELIO S JR & RAQUEL JOY V JT	2761 W 30TH ST	YUMA, AZ, 85364
TUTELL TRUST 7-29-2022	2211 W BROOK ST	YUMA, AZ, 85364
WARD MARIBEL	11768 SCRIPPS CAPE VISTA POINTE	SAN DIEGO, CA, 92131
YUMA CITY OF	ONE CITY PLAZA	YUMA, AZ, 85364

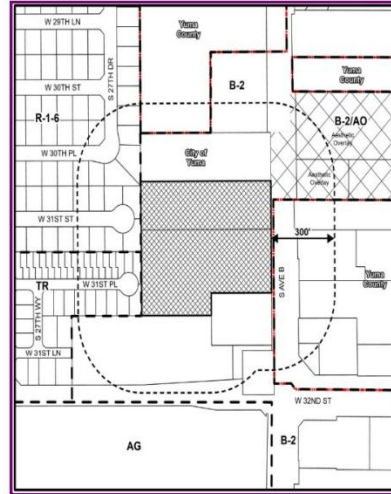
## ATTACHMENT G NEIGHBOR MAILING

This is a request by Dahl, Robins & Associates, on behalf of Territorial Real Estate AZ LLC, to rezone approximately 6.65 acres from the General Commercial (B-2) District to the High Density Residential (R-3) District for the property located at 3064 and 3116 S. Avenue B, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
ZONE-44333-2025**

**NEIGHBORHOOD MEETING**  
07/30/2025 @ 5PM  
Yuma City Hall, One City Plaza,  
Yuma, AZ, Room #190

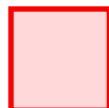
**PUBLIC HEARING**  
09/08/2025 @ 4:30pm  
City Hall Council Chambers  
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of northwest corner of 3064 and 3116 S. Avenue B, Yuma, AZ, you are invited to attend these public meetings to voice your comments. If you have questions or wish to submit written comments, please contact Meredith Rojas by phone at (928) 373-5000 ext. 3047 or by email at [Meredith.Rojas@YumaAz.gov](mailto:Meredith.Rojas@YumaAz.gov). All written comments must be submitted by 12:00 pm (**the day of the hearing**) to be included in the public record for consideration during the hearing.



ATTACHMENT H  
AERIAL PHOTO



Subject Properties

**ORDINANCE NO. O2025-048**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE GENERAL COMMERCIAL (B-2) DISTRICT TO THE HIGH DENSITY RESIDENTIAL/AESTHETIC OVERLAY (R-3/AO) DISTRICT, AND AMENDING THE ZONING MAP TO CONFORM WITH THE REZONING**

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on October 13, 2025 in Zoning Case No: ZONE-44333-2025 in the manner prescribed by law for the purpose of rezoning a parcel of real property hereafter described to the High Density Residential/Aesthetic Overlay (R-3/AO) 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 September 20, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-44333-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

*Parcel 3A, YUMA LUMBER LOT SPLIT NO. 2, according to Book 16 of Plats, Page 25 Records of Yuma County, Arizona.*

*Parcel 2, YUMA LUMBER LOT SPLIT, according to Book 15 of Plats, Pages 90 and 91 Records of Yuma County, Arizona.*

*Containing 6.65 acres, more or less.*

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

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

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

3. The Owner/Developer shall dedicate to City of Yuma by warranty deed, the right-of-way shown along the Avenue B frontage in the Yuma Lumber Lot Split, Fee # 1998-13533, and the Yuma Lumber Lot Split No. 2, Fee # 1999-02715. The County of Yuma Assessors Map, and County of Yuma's GIS system does not appear to show the true half width of the listed dedications.
4. The Owner/Developer shall dedicate a 1' foot non access easement along the west edge of the Avenue B right-of-way, except for approved driveway locations.

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

Adopted this \_\_\_\_ day \_\_\_\_\_, 2025.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

# Exhibit A

