



City of Yuma City Council Meeting Agenda

Wednesday, November 5, 2025

5:30 PM

Yuma City Hall Council Chambers
One City Plaza, Yuma

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

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

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

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

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

FINAL CALL

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

ROLL CALL

I. MOTION CONSENT AGENDA

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

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

1. [MC 2025-177](#) **Regular Council Meeting Draft Minutes September 3, 2025**
Attachments: [2025 09 03 RCM Minutes](#)
2. [MC 2025-178](#) **Regular Council Worksession Draft Minutes September 16, 2025**
Attachments: [2025 09 16 RWS Minutes](#)
3. [MC 2025-179](#) **Regular Council Worksession Draft Minutes September 30, 2025**
Attachments: [2025 09 30 RWS Minutes](#)

B. Executive Sessions

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

C. Approval of staff recommendations:

1. [MC 2025-160](#) **Bid Award: Locksmith Supplies and Services**
Authorize the award for a one-year locksmith supplies and services contract with the option to renew for four additional one-year periods, one year at a time, at an estimated annual expenditure of \$40,000.00, depending on the appropriation of funds and satisfactory performance, to G&T Locksmith Safe Co., Yuma, Arizona. (Facilities Management-RFB-25-207) (Justin Lewis/Robin R. Wilson)

2. [MC 2025-161](#) **Cooperative Purchase Agreement: Communication Equipment and Services**
Authorize the purchase of six AXS Dispatch consoles, 16 backup radios and related equipment and services, for the Emergency Dispatch Backup Center using a Cooperative Purchase Agreement through the State of Arizona, from Motorola Solutions, Chicago, Illinois for a total expenditure of \$834,041.45. (Engineering/Police-Public Safety Com. Ctr.-CPA-26-120) (David Wostenberg/Thomas Garrity/Robin R. Wilson)
3. [MC 2025-162](#) **Cooperative Purchase Agreement: Bonfire Procurement Software Subscription**
Authorize the purchase of five annual renewals of the Bonfire Procurement Software Subscriptions from Euna Solutions, Inc., Sandy Springs, Georgia, utilizing a Cooperative Purchase Agreement through Sourcewell contract, for an estimated annual expenditure of \$44,522.00. (Finance/IT-CPA-26-130) (Isaiah Kirk/Robin R. Wilson)
4. [MC 2025-163](#) **Cooperative Purchase Agreement: Automated License Plate Readers (ALPR)**
Authorize the purchase of Automated License Plate Readers (ALPR) and subscriptions utilizing a Cooperative Purchasing Agreement originated by Houston-Galveston Area Council, for a five-year agreement with Motorola, Chicago, Illinois for an estimated amount of \$130,094.40. (Police-CPA-26-115) (Thomas Garrity/Robin R. Wilson)
5. [MC 2025-164](#) **Cooperative Purchase Agreement: Lighting Improvements, Downtown Decorative Lighting**
Authorize the purchase and delivery of Decorative Light Poles and Decorative Lighting for the 200 block of Main Street through WESCO Distribution, Phoenix, Arizona utilizing the Sourcewell Contract for an expenditure of \$151,210.24. (Engineering-CPA-26-140) (David Wostenberg/Robin R. Wilson)
6. [MC 2025-165](#) **Cooperative Purchase Agreement: AT&T 9-1-1 Call Handling Equipment and Services**
Authorize the purchase of 9-1-1 Call Handling Equipment and Services for the Emergency Dispatch Backup Center using a Cooperative Purchase Agreement through the State of Arizona, from vendor AT&T, Bedminster, New Jersey for total expenditure of \$394,655.78 (Engineering/Police-Public Safety Com. Ctr.-CPA-26-142) (David Wostenberg/Thomas Garrity/Robin R. Wilson)

7. [MC 2025-166](#) **Cooperative Purchase Agreement: Fire Service Apparatus**
Authorize the purchase of one Pierce Velocity PUC Pumper, utilizing the Cooperative Purchase Agreement originated by the Houston-Galveston Area Council, at a cost of \$1,431,037.83 to: Hughes Fire Equipment, Inc. / Pierce Manufacturing, Inc., Appleton, Wisconsin. (Fire Department-CPA-26-126) (John Louser/Robin R. Wilson)
8. [MC 2025-167](#) **Contract Increase: Construction Management Services for Desert Dunes Water Reclamation Facility Capacity Increase**
Authorize the City Administrator to execute Change Order No.1 to the construction management services contract for the Desert Dunes Water Reclamation Facility Capacity Increase Project in the amount of \$1,727,603.20 for a total cost not to exceed \$4,346,471.20 to Consultant Engineering Inc. (CEI) of Phoenix, Arizona. (Engineering-RFQ-22-201) (Dave Wostenberg/Robin R. Wilson)
9. [MC 2025-176](#) **Contract Increase: East Mesa Community Park, Phase 1 - Bid Alternates**
Authorize a contract increase for additional bid alternates to East Mesa Community Park, Phase 1, from bond and donation funding in the amount of \$3,018,556.03 for a total expenditure of \$20,971,593.72 to Gutierrez Canales Engineering, PC, Yuma, Arizona. (Engineering-RFQ-23-258) (Eric Urfer/David Wostenberg/ Robin R. Wilson).
10. [MC 2025-168](#) **Declaration of Surplus and Authorize Donation: Fire Safety Gear and Equipment**
Authorize the donation of various safety equipment that is no longer needed at the Yuma Fire Department to the Los Algodones, Mexicali B.C. Fire Department. (John Louser/Robin R. Wilson)

Attachments:

[1. LETTER Algodones](#)

11. [MC 2025-169](#) **Software Subscription Renewal: Tyler Technologies**
Authorize the renewal of the annual software subscription for a total expenditure of \$179,965.61 to: Tyler Technologies, Inc., Dallas, TX (Finance/IT - RFP 2011000118) (Douglas Allen/Isaiah Kirk/Robin R. Wilson)

12. [MC 2025-170](#) **Mutual Aid Agreement - Rural Metro Fire Department, Inc.**
Authorize the City Administrator to execute all necessary documents to adopt the Mutual Aid Agreement between the City of Yuma, on behalf of the Yuma Fire Department, and Rural Metro Fire Department, Inc., for cooperative fire protection and emergency medical services. (Fire) (John Louser)
- Attachments:** [1. AGMT Rural Metro Mutual Aid](#)
13. [MC 2025-171](#) **Final Plat: Livingston Ranch Unit No. 4**
Approve the Final Plat for the Livingston Ranch Unit No. 4 Subdivision. The property is located at the northeast intersection of 38th Street and the Avenue B ½ alignment. (Community Development/ Community Planning) (Alyssa Linville)
- Attachments:** [1. PZ RPT Final Plat: Livingston Ranch Unit No. 4](#)
[2. PLAT Final Plat: Livingston Unit No. 4](#)
14. [MC 2025-172](#) **Final Plat: Desert Sands Unit 5**
Approve the final plat for Desert Sands Unit 5 Subdivision. The property is located near the intersection of 45th Street and Buckthorn Drive. (Community Development/ Community Planning) (Alyssa Linville)
- Attachments:** [1. PZ RPT Final Plat: Desert Sands Unit 5](#)
[2. PLAT Final Plat: Deserts Sands Unit 5](#)
15. [MC 2025-173](#) **Ratification: Settlement of Claim - Josefina Mendoza**
Ratify settlement of the claim submitted by Josefina Mendoza. (City Attorney) (Richard Files)

II. RESOLUTION CONSENT AGENDA

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

1. [R2025-094](#) **Agreement: Wastewater Treatment Sewer Service for Winterhaven County Water District**
Authorize execution of an agreement for Wastewater Treatment Sewer Services with the Winterhaven County Water District. (Utilities Department/Administration) (Jeremy McCall)
- Attachments:** [1. RES Winterhaven Wastewater Service Agreement](#)
[2. AGMT Winterhaven Wastewater Service Agreement 2025](#)

2. [R2025-096](#)**Resolution of Support: Arizona Commerce Authority (ACA)
Economic Strength Project (ESP) Application**

Authorize the submission of the ESP grant application to the Arizona Department of Transportation and, if awarded, approve acceptance of grant funds to advance the design and construction of the roadway improvements near Interstate 8 and Avenue 4E. (Community Development/Neighborhood & Economic Development) (Cynthia Blot)

Attachments:[1. RES ACA Grant](#)[2. AGMT ACA Grant](#)3. [R2025-097](#)**Development Fee Deferral: Saguaro Unit No. 6 Subdivision**

Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Saguaro Unit No. 6 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (David Wostenberg) (Engineering)

Attachments:[1. RES Development Fee Deferral- Saguaro Unit No 6 Subdivision](#)[2. AGMT Development Fee Deferral-Saguaro Unit No 6 Subdivision](#)[3. MAP Development Fee Deferral-Saguaro Unit No 6 Subdivision](#)4. [R2025-098](#)**Intergovernmental Agreement: Arizona Department of Housing**

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Housing (ADOH) to allow the City to inspect the installation of manufactured homes and factory-built buildings to ensure consistency with the installation standards of ADOH. (Community Development/ Building Safety) (Randall Crist)

Attachments:[1. RES IGA State of Arizona Dept. of Housing](#)[2. AGMT IGA State of Arizona Dept. of Housing](#)

5. [R2025-099](#)**Order Improvements: Municipal Improvement District No. 129
Desert Ridge Townhomes**

Order Improvements for Municipal Improvement District (MID) No. 129 to serve Desert Ridge Townhomes, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 129 shall be assessed upon the properties in MID No. 129 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Community Development/Community Planning) (Alyssa Linville)

Attachments:[1. RES Order Improvements MID 129: Desert Ridge Townhomes](#)[2. EXH A Order of Improvements MID 129: Desert Ridge Townhomes](#)**III. ADOPTION OF ORDINANCES CONSENT AGENDA**

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

1. [O2025-038](#)**Text Amendment: Industrial Zoning Districts**

Amend Title 15, Chapter 154 to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts. (Community Development/Community Planning) (Alyssa Linville)

Attachments:[1. P&Z RPT Text Amendment: Industrial Zoning Districts](#)[2. ORD Text Amendment: Industrial Zoning Districts](#)

IV. INTRODUCTION OF ORDINANCES

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

1. [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](#)

V. PUBLIC HEARING AND RELATED ITEMS

1. [MC 2025-174](#)

Annexation Area No. ANEX-44331-2025 Cha Cha, LLC

This is a public hearing to consider the annexation of properties located west of the southwest corner of 40th Street and Avenue 4½E. (ANEX-44331-2025). (Community Development/Community Planning) (Alyssa Linville)

Attachments:

[1. PET Annex: Cha Cha, LLC](#)

[3. MAP Annex: Cha Cha, LLC](#)

[2. PZ RPT Annex: Cha Cha, LLC](#)

The following public hearing may result in the adoption of Resolution R2025-100.

2. [R2025-100](#)

Minor General Plan Amendment: Southwest Corner of 17th Street and Madison Avenue

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Mixed Use to High Density Residential. (Community Development/Community Planning) (Alyssa Linville)

Attachments:

[1. P&Z RPT GP Amendment: SWC of 17th Street and Madison Avenue](#)

[2. RES GP Amendment: SWC of 17th Street and Madison Avenue](#)

VI. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of October 2, 2025, through November 4, 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.

VII. SUMMARY OF CURRENT EVENTS

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

VIII. CALL TO THE PUBLIC

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

IX. EXECUTIVE SESSION

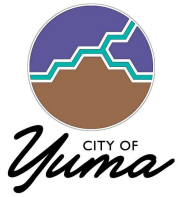
An Executive Session may be called during the public meeting for the purpose of receiving legal advice for items on this agenda pursuant to A.R.S. Section 38-431.03 A (1, 3, 4 and/or 7) and the following items:

A. Discussion, consultation with and/or direction to legal counsel concerning Smucker Park Retention Basin damages. (A.R.S. §38-431.03 A3, A4 & A7)

B. Discussion, consultation with, and/or direction to legal counsel regarding proposed sale, exchange or leasing of City of Yuma properties. (A.R.S. §38-431.03 A3, A4 & A7)

ADJOURNMENT

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



City of Yuma

City Council Report

File #: MC 2025-177

Agenda Date: 11/5/2025

Agenda #: 1.

Regular Council Meeting Draft Minutes September 3, 2025

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

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:34 p.m.

INVOCATION/PLEDGE

Howard Blitz, Congregation Beth HaMidbar, gave the invocation. **Nadia Rangel**, Neighborhood Services Specialist, led the City Council in the Pledge of Allegiance.

FINAL CALL

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

ROLL CALL

Councilmembers Present:	Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent:	None
Staffmembers Present:	Acting City Administrator, John D. Simonton Building Official, Randall Crist Fire Chief, Dusty Fields Assistant Director of Planning, Jennifer Albers Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

Presentation

Crist presented a plaque to Commissioner Jerry Griffin's family in recognition of his 20 years of service on the Building Advisory Board. It was announced that Jeremy Griffin, Jerry Griffin's son, will be taking over his father's seat on the board.

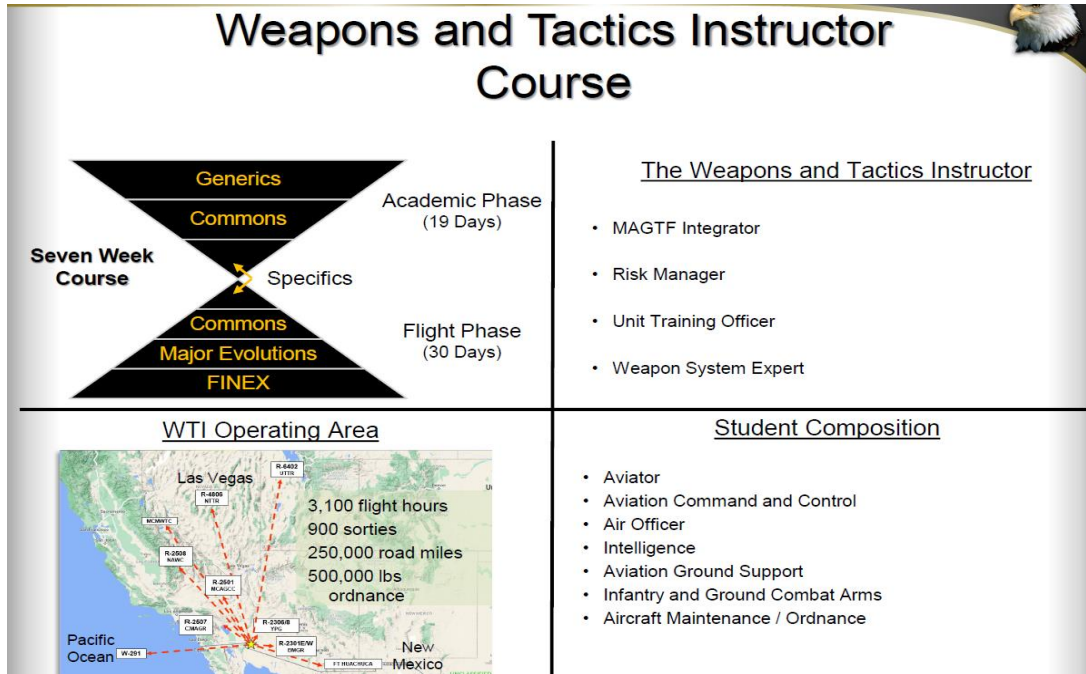
Briefing on the upcoming Marine Corps Air Station-Yuma (MCAS-Yuma) WTI Exercise

Colonel Jarred Stone, Commanding Officer of MCAS-Yuma, acknowledged the positive relationship between the City and MCAS-Yuma. He noted that the utilization of City facilities offers Marines realistic training experience and allows citizens to observe some of the training activities conducted in Yuma.

Major Sean Graham played a video showcasing the previous Weapons and Tactics Instructor (WTI) course, and provided the following information on the upcoming WTI training:

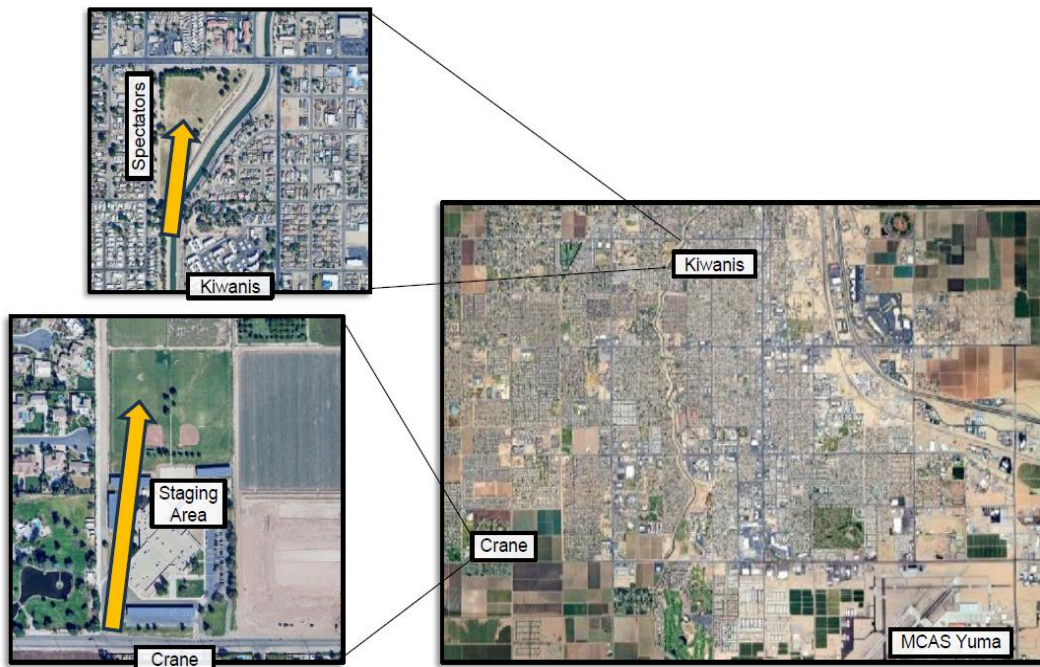
- Overview
 - From September 7th to October 26th, WTI students will conduct operations in and around the Yuma area
 - The flight phase will take place September 22nd through October 26th

- Purpose
 - To prepare United States Marine Corps aviation personnel for various combat environments by exposing them to a realistic and challenging training courses conducted over seven weeks in Yuma.
- Weapon and Tactics Instructor Course



- Foreign Humanitarian Assistance Evolution
 - The class provides Marines with the necessary skills to work with government agencies and offer support through logistical sites during disaster response situations.
 - Monday, October 6, 2025 from 6pm – 10pm
 - Operating from CH-53 and CH-53K helicopters, and utilizing:
 - * Crane Middle School
 - * Kiwanis Park
 - Evolution Coordination
 - Passenger Movement
 - * To simulate a disaster team
 - Local Agency Integration
 - * Yuma Police Department
 - * Yuma Fire Department
 - * City of Yuma Parks & Recreation
 - * Crane Leadership Team
 - Federal Aviation Agency Regulations
 - * Aircrafts will land at Kiwanis Park and Crane Middle School throughout the night

CH-53 Foreign Humanitarian Assistance Evolution



- At Kiwanis Park, about an hour of daylight is expected. Spectators are welcomed to get a clear view of several CH-53's coming into land through the evening.

Reading of General Aviation Appreciation Month Proclamation

Mayor Nicholls read a proclamation declaring September as General Aviation Appreciation Month recognizing General Aviation's significant contribution to the City of Yuma's economy and a key link to the State of Arizona and to the global marketplace.

Reading of Library Card Sign-Up Month Proclamation

Mayor Nicholls read a proclamation declaring September Library Card Sign-Up Month and encouraged everyone to sign up for their own library card.

Fire Chief Dusty Fields was recognized for 31 years of service with the City of Yuma. **Mayor Nicholls** awarded Chief Fields the Mayor's coin and expressed gratitude for his dedication and leadership within the City of Yuma Fire Department. **Simonton** shared a brief video featuring each member of the executive team and City Council taking a moment to honor Chief Fields.

I. MOTION CONSENT AGENDA

Motion Consent Item C.7 – Bid Award: Avenue 4E Sewer Line Extension, 36th Street to 28th Street (Award a construction services contract for Avenue 4E Sewer Line Extension, 36th Street to 28th Street to the lowest responsive and responsible bidder in the amount of \$4,457,078.23 to Gutierrez Canales Engineering, Yuma, Arizona) (RFB-25-280) (Eng/Purch)

Mayor Nicholls declared a conflict of interest on Motion Consent Agenda Item C.7, turned the meeting over to **Deputy Mayor Smith**, and left the dais.

Motion (Morales/McClendon): To approve Motion Consent Agenda Item C.7 as recommended. Voice vote: **approved** 6-0-1, **Mayor Nicholls** abstaining due to conflict of interest.

Mayor Nicholls returned to the dais.

Motion (Morris/Watts): To approve the remainder of the Motion Consent Agenda as presented, with the exception of Item C.7, which was approved through a previous vote. Voice vote: **approved** 7-0.

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

Regular City Council Worksession Minutes	July 15, 2025
Regular City Council Meeting Minutes	July 16, 2025
Regular City Council Meeting Minutes	August 6, 2025

B. Executive Session

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

C. Approval of Staff Recommendations

1. Approve a Class A Bingo License application submitted by James McMillan on behalf of Carefree Village Resort located at 3900 S. Avenue 8 ½ E. (BL25-01) (Admn/Clk)
2. Approve a Series #07: Beer and Wine Bar Liquor License application submitted by Juanita Esparza, agent for Dirty South BBQ House located at 1095 S. 3rd Avenue. (LL25-15) (Admn/Clk)
3. Approve a Series #12: Restaurant Liquor License application submitted by Dania Vizcarra, agent for Tacos Marlyn Yuma located at 2820 S. 4th Avenue. (LL25-13) (Admn/Clk)
4. Approve a Series #10: Beer and Wine Store Liquor License application submitted by John Curtis II, agent for Walmart Fuel Station #4325 located at 8151 E. 32nd Street #2. (LL25-14) (Admn/Clk)

5. Authorized the purchase of rye grass seed to the lowest responsive and responsible bidder for a total expenditure of \$125,736.00 (excluding tax) to Helena Agri Enterprise of Phoenix, Arizona. (RFB-26-027) (Pks & Rec/Purch)
6. Authorize the award for a one-year roof repair and maintenance services contract with the option to renew for four additional one-year periods, one year at a time, at an estimated annual expenditure of \$80,000.00, depending on the appropriation of funds and satisfactory performance, to Roofing Technologies, Yuma, Arizona. (RFB-25-291) (Facil Mgmt/Purch)
7. Pulled for separate consideration; see above.
8. Authorize the use of the Cooperative Purchase Agreement initiated by the City of Tucson through Omnia Partners Network, for the purchase and delivery of elevator, escalator, chairlift and platform lift maintenance and repair and related services with Otis Elevator, Farmington, Connecticut, for an estimated annual expenditure of \$24,000.00. (CPA-21-139) (Facil Mgmt/Purch)
9. Authorize the purchase of dispatch console equipment and services for the Emergency Dispatch backup Center utilizing a Cooperative Purchase Agreement through the Houston-Galveston Area Council, from Russ Bassett Corporation, Whittier, California for a total expenditure of \$115,296.54. (CPA-26-024) (YPD/Purch)
10. Authorize the use of the National Cooperative Purchasing Alliance (NCPA) Cooperative Purchase Agreement for a three-year renewal of asset management software subscription "OpenGov" including expansion to the Utilities and Facilities Management Departments, for a total estimated expenditure of \$750,000.00 to Vertosoft, Leesburg, Virginia. (CPA-25-194) (IT/Purch)
11. Authorize the City Administrator to execute a professional services contract for the required Development Fee update at a total cost of \$249,460.00 to PSOMAS, Tucson, Arizona. (RFQ-25-318) (Eng/Purch)
12. Authorize the City Administrator to execute a one-year contract with the option to renew for four additional on-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, at an estimated annual amount of \$474,849.00, with the following landscape contractors: APV Curbing Landscape and Masonry, Yuma, Arizona; Arbor Tech Tree & Landscape Services, Yuma, Arizona; JSA Company, Yuma, Arizona; (RFQ-25-293) (Pub Wrks/Purch)
13. Authorize a 6-month rental/lease contract for specialized recycling sewer cleaning truck with a budgeted expenditure of \$130,920.00 to AWI, Phoenix, AZ. (CI-26-039) (Utl/Purch)
14. Authorize the City Administrator to execute two Subrecipient Agreements for Fiscal Year 2025-2026, totaling \$200,000 awarding CDBG funding in accordance with the Annual Action Plan adopted by City Council on July 2, 2025. (Nbhd & Econ Dev)
15. Adopt the City of Yuma Affordable Housing Plan developed by Root Policy Research. (Plng & Nbhd Svcs/Nbhd Svcs)

16. Approve the final plat of the Premier Storage Condominiums of Yuma Unit 2 LLC, Phases X, XII, and XIV. The property is located near the southwest corner of 32nd Street and Avenue 4E. (Cmty Dev/Cmty Plng)

II. RESOLUTION CONSENT AGENDA

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

Bushong displayed the following title(s):

Resolution R2025-082

A resolution of the City Council of the City of Yuma, Arizona, ordering improvements for Municipal Improvement District No. 130, serving La Vida Townhomes, to operate, maintain and repair landscaping improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of La Vida Townhomes, as more particularly described in this resolution, and declaring the landscape improvements to be of more than local or ordinary public benefit, and the cost of the landscape improvements shall be assessed upon Municipal Improvement District No. 130; improvements shall be performed under Arizona Revised Statutes (A.R.S) Title 48, Chapter 4, Article 2 (located at the northwest corner of 34th Street and DeVane Drive) (Plng & Nbhd Svcs/Cmty Plng)

Resolution R2025-083

A resolution of the City Council of the City of Yuma, Arizona, approving termination of a 2022 Economic Development and lease of sewer capacity agreement between the City of Yuma and Dole Fresh Vegetables, Inc. (Dole permanently closed its operations in Yuma on November 10, 2024) (Admn)

Resolution R2025-086

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Development Agreement with Juniper Tree Academy for property located at the southeast corner of 16th Street and Avenue C (the City and property owner have developed a traffic safety plan to maintain public safety and mitigate future traffic congestion) (Admn)

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

III. ADOPTION OF ORDINANCES CONSENT AGENDA

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

Bushong displayed the following title(s):

Ordinance O2025-029

An ordinance of the City Council of the City of Yuma, Arizona, vacating the described right-of-way, declaring the right-of-way surplus and of greater value to the City when developed as part of a subdivision, and authorizing the execution of all necessary documents for transfer of the vacated property to the abutting landowner (vacation of 48th Street (County 13th Street) right-of-way between "A" Canal and Avenue 6E to Kerley Investments of Yuma, LLC) (Eng)

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

IV. INTRODUCTION OF ORDINANCES

Ordinance O2025-033 – Amend Yuma City Code: 2024 International Building Code with Amendments (amend Yuma City Code Chapter: 15, Sections 150-015 and 150-016) (Comm Dev/Bldg Sfty)

Speakers

Diana Flermon, City resident, has expressed her opposition to barriers that prevent access to the second floor of a building. She believes it is essential for the second floor to be accessible for individuals who are unable to use the stairs.

Sarah Burris, nonresident, stated that following her husband's traumatic brain injury, due to a bike accident, he is completely wheelchair bound. She emphasizes the importance of ensuring that all buildings in the city are accessible beyond the first floor for individuals with limited mobility to allow them to participate in events alongside the rest of the community.

Alexis Liggett, nonresident, explains she became part of the disability community seven years ago through her son who uses mobility aids to move around, and she agrees that two story buildings should be accessible to people with disabilities.

Melissa Soto, City resident, asked Mayor and City Council to consider the needs of residents with disabilities when making decisions regarding the code amendments outlined in Ordinance O2025-033. **Soto** believes everyone deserves equal access to all City buildings regardless of any limitations they may have.

Motion (McClendon/Watts): to move Ordinance O2025-033 to the September 17, 2025, City Council meeting for further discussion on the written amendment. Voice vote: **approved** 7-0.

Discussion

- If the text amendments are introduced at this Council Meeting, they will be put to a vote at the following Council Meeting, followed by a 30-day referendum period. This sets the timeline to around the middle of October. However, the amendments will take effect on February 1, 2026, allowing ample time to complete ongoing plans, and time for the City to update their standard plans for the design professionals and contractors. In this case, after the 30-day implementation period, there would also be an additional three-month grace period. (**Morris/Crist**)

Bushong displayed the following title(s):

Ordinance O2025-030

An ordinance of the City Council of the City of Yuma, Arizona, authorizing and approving a lease of City-owned property with Keithly-Williams Seed, Inc. (12.39 acres and the Associated Citrus Packers, Inc. building recently acquired by the City) (Admn)

Ordinance O2025-031

An ordinance of the City Council of the City of Yuma, Arizona, authorizing the sale of certain City-owned property under an option to purchase, together with City acquisition of a separate parcel up to 10,160 square feet if the option is exercised (option to purchase 2888 Kyla Avenue) (Admn)

Ordinance O2025-032

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 District (R-1-6/IO), and amending the zoning map to conform with the rezoning (located at 1749 S. Madison Avenue) (Cmty Dev/Cmty Plng)

Ordinance O2025-034

An ordinance of the City Council of the City of Yuma, Arizona, amending Title 15 of the Yuma City Code, Chapter 150, Sections 150-180 and 150-181, adopting by reference the 2024 *International Residential Code for One- and Two- Family Dwellings*, including appendices BB, BF, BG, BH, BJ, BO, CD, and CF, and the amendments recommended by the Residential Advisory Board dated July 30, 2025, and providing a penalty for violations thereof (up-to-date modern codes offer safe environments for occupants of both residential and commercial structures) (Cmty Dev/Bldg Sfty)

Ordinance O2025-035

An ordinance of the City Council of the City of Yuma, Arizona, amending Title 15 of the Yuma City Code, Chapter 150, Sections 150-170 and 150-171, adopting by reference the 2024 *International Existing Building Code*, including appendix A, B, and E, and the amendments recommended by the Building Advisory Board dated June 11, 2025, and providing a penalty for violations thereof (up-to-date modern codes offer safe environments for occupants of both residential and commercial structures) (Cmty Dev/Bldg Sfty)

Ordinance O2025-036

An ordinance of the City Council of the City of Yuma, Arizona, amending Title 15 of the Yuma City Code, Chapter 150, Sections 150-090 and 150-091, adopting by reference the 2024 *International Property Maintenance Code*, including appendix A, and the amendments recommended by the Residential Advisory Board dated July 22, 2025, and the Building Advisory Board dated July 16, 2025, and providing a penalty for violations thereof (up-to-date modern codes offer safe environments for occupants of both residential and commercial structures) (Cmty Dev/Bldg Sfty)

V. PUBLIC HEARING AND RELATED ITEMS

Resolution R2025-084 – Minor General Plan Amendment: 1980 W. Colorado Street (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to High Density Residential) (Plng & Nbhd Svcs/Cmty Plng)

Morris declared a conflict of interest on Resolution R2025-084 as his firm may be potentially involved in the design of the building for this project. **Morris** left the dais.

Mayor Nicholls opened the public hearing at 6:39 p.m.

Albers presented the following information:

- Proposed change: This is a request by Dylan Freeman on behalf of the property owner to change the land use designation from Low Density Residential to High Density Residential
- Area: Approximately 2.78 acres located at 1980 West Colorado Street
- Surrounding Land Uses
 - North – Resort/Recreation/Open Space (Colorado River Levee Linear Park)
 - South – Low Density Residential

- East – Low Density Residential
- West – High Density Residential (approved August 6, 2025)
- Development Potential
 - Proposed project – Pursue a rezone to R-3 High Density Residential for future single-family and multi-family dwellings
 - Allows 83 units to be developed on the site, with a potential development population of 149 persons
- One public comment was received noting concerns with the two stories adjacent to their project, which is the future apartments on the west
- On August 11, 2025, the Planning and Zoning Commission recommended approval of the request

Motion (Smith/Morales): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 6:41 p.m.

Discussion

- The property is currently zoned as a Manufactured Home Park. It will eventually be rezoned to the High Density Residential. If the site maintained its current zoning, the higher density would allow for a significant number of units. (**Mayor Nicholls/Albers**)

Motion (Morales/Smith): To adopt Resolution R2025-084.

Bushong displayed the following title:

Resolution R2025-084

A resolution of the City Council of the City of Yuma, Arizona, amending Resolution R2022-011, the City of Yuma 2022 General Plan, to change the land use designation of approximately 2.78 acres at 1980 W. Colorado Street from Low Density Residential to High Density Residential (rezoning of the site to High Density Residential (R-3) zoning district for the development of single-family and multi-family units) (Plng & Nbhd Svcs/Cmty Plng)

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

Morris returned to the dais.

VI. ANNOUNCEMENTS AND SCHEDULING

Announcements

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

- Arizona State University Morrison Institute Annual Policy Summit
- Push Ceremony for Fire Engine Five
- Yuma County Anti-Drug Coalition Meeting
- Greater Yuma Water Safety Alliance Water Safety Workshop
- Arizona League of Cities and Towns Conference
- Greater Yuma Water Safety Alliance Water Safety Presentation at Crane Middle School
- Jennifer Blackwell for Water Safety Wednesday
- Greater Yuma Water Safety Alliance Monthly Meeting

- Yuma Metropolitan Planning Organization Meeting
- Visit Yuma Board Meeting
- Heritage Area Executive Committee Meeting
- Greater Yuma Economic Development Corporation AD HOC Committee Meeting
- Arizona Statewide Tour for Love Your School
- ‘Good Morning Yuma’ Radio Show
- First Things First Greater Yuma Child Care Forum
- Presentation of Beautification Efforts along the Colorado River by Wendy Stewart
- Second Arizona Space Commission Meeting
- City of Yuma Expenditure Limitation Meeting

Scheduling – No meeting scheduled at this time.

VII. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- September 5 – Yuma Rocks Concert
- September 11 – 9/11 Ceremony at Fire Station 1
- September 13 – City of Yuma Father Daughter Dance

Simonton reminded the community about the 9th Annual International Bike Ride scheduled for October 25th, 2025, noting that there is no fee to participate in this family event.

VIII. CALL TO THE PUBLIC

Greg Wilkinson, City resident, spoke regarding ARS 16-1019, the campaign sign law, highlighting incidents within the community involving the destruction or removal of political signs and the repercussions of such actions.

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 7:00 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

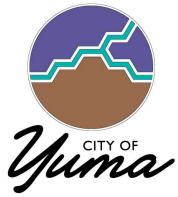
APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____

DRAFT



City of Yuma

City Council Report

File #: MC 2025-178

Agenda Date: 11/5/2025

Agenda #: 2.

Regular Council Worksession Draft Minutes September 16, 2025

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

CALL TO ORDER

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

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Director of Finance, Douglas Allen
Director of Utilities, Jeremy McCall
Building Official, Randall Crist
Assistant Director of Planning, Jennifer Albers
Director of Community Development, Alyssa Linville
Various department heads or their representatives
City Attorney, Richard W. Files
Deputy City Clerk, Janet L. Pierson

I. FINANCING THE CAPITAL IMPROVEMENT PLAN

Allen introduced **Mark Reader**, Managing Director at Stifel, to provide the following briefing on financing options for the City's Capital Improvement Plan (CIP):

- CIP Summary
 - The financing plan supports CIP projects and helps reconcile the City's Expenditure Limitation.
 - Projects are categorized into General Fund-related and Utilities-related
 - General Fund Projects
 - Road Improvements
 - \$35 million funded by the 0.5% voter-approved Road Tax (no sunset provision).
 - The Road Tax generates approximately \$18 million per year.
 - Amortized over 20 years with a 10-year call provision.
 - Park Improvements
 - \$17 million total, funded by the 2% Hospitality Tax (sunsets in 2038, General Fund will be used if not renewed).
 - \$4 million to be paid off in two years; remaining \$13 million amortized over 20 years.
 - Downtown Improvements
 - \$7 million, funded by the General Fund.
 - Targeted to be paid off within two years.

- Public Safety Improvements
 - \$13 million, funded by the Public Safety Tax (sunsets in 2035).
 - Amortized over 10 years to align with the tax's expiration.
- Utilities Projects
 - Water
 - \$22 million total funded by Net Water Revenues
 - \$10 million to be paid off in two years; \$12 million amortized over 20 years.
 - Wastewater
 - Amortized over 20 years with a standard 10-year call provision.
 - All projects combined add up to approximately \$116 million
 - Aim to retire several million in debt within the next two years.
- City Public Policy Objectives
 - Bonds will fund the CIP, enabling the City to move forward quickly.
 - Repayment will come from already identified, dedicated revenue sources – no new taxes or property tax increases are involved.
 - Similar to past projects (e.g., Desert Dunes), bond proceeds will be invested to earn interest during construction, maximizing financial efficiency.
 - The City intends to repay certain obligations early, reducing interest costs and aligning with its fiscal strategy.
 - The goal is to finalize all transactions by the end of November.
- Expenditure Limit Exemption Summary
 - Arizona's expenditure limit was established by a 1980 voter-approved constitutional amendment.
 - Intended to control growth of spending by tying limits to population and inflation at that time.
 - The Economic Estimates Commission sets each city's limit annually.
 - The formula has not kept pace with significant population growth and inflation, creating a mismatch between actual needs and allowable spending.
 - The limit applies to all expenditures that are not specifically excluded.
 - Cities must seek voter approval to temporarily or permanently adjust their base expenditure limit.
 - Resulted in unintended consequences for growing municipalities.
 - The City is considering a voter-approved permanent adjustment to the base limit, potentially on the November 2026 ballot.
 - Bond proceeds and debt service (principal + interest) are exempt from the Expenditure Limitation.
 - The planned \$116 million bond issuance will help the City stay within its Expenditure Limitation for the remainder of this year and for Fiscal Year (FY) 27.
- Other Jurisdictions
 - Several jurisdictions in Arizona have successfully issued bonds to address expenditure limit challenges, including recent examples like Bullhead City (\$14 million) and Coconino County (\$80 million).
 - 33 Expenditure Limitation elections in Arizona were successful in 2024, demonstrating strong public support when the issue is clearly communicated.

- 83 Arizona cities and towns have adopted an alternative Expenditure Limitation
 - Permanent Base Adjustment: 42 (51%)
 - Home Rule (temporary four-year adjustment): 41 (49%)

Discussion

- Many of the cities who successfully navigated Expenditure Limitation elections formed a citizens committee to help explain the complexities of Arizona's expenditure limitation laws. While not formal campaigning, they focused on sharing clear, factual information with the public about why the adjustment was needed. **(Mayor Nicholls/Reader)**
- The bond issuance will support previously approved CIP projects and is not for new or additional projects. The timing is favorable due to current market rates, and delaying could lead to higher costs and falling behind on community needs. For transparency, staff will post a detailed project list online so residents can clearly see how the funds will be used. **(Morales/Simonton)**
- Separate bonds will be issued due to their distinct funding sources; however, the funding will occur simultaneously, and the bond proceeds will be used over a two- to three-year period. **(Morris/Reader)**

Reader continued his presentation as follows:

- Existing Bonds
 - Overview
 - Two main types of debt:
 - Road Tax debt from a 2015 bond issuance.
 - Pension bonds issued in 2021 to refinance Public Safety Personnel Retirement System (PSPRS) unfunded liability.
 - Approximately 80% of the City's debt is tied to pension obligations; the remaining 20% is related to capital improvements.
 - The City has historically avoided excessive debt, but rising capital costs are making pay-as-you-go strategies more difficult.
 - 2015 Road Tax Bonds
 - Issued \$48 million in revenue bonds – mostly for refinancing, with about \$22–23 million in new capital project funding.
 - Helped the City maintain a pay-as-you-go approach to capital improvements.
 - These bonds may now be eligible for refinancing, as the 10-year lockout period has ended and interest rates are trending downward.
 - 2021 PSPRS Pension Bonds
 - Issued during historically low interest rates (1.26%–2.63%) to refinance debt previously accruing at 7.2%.
 - Resulted in \$72.8 million in expected present value savings.
 - These were taxable bonds, used to clean up the City's balance sheet and reduce long-term pension liabilities.
- General Fund Projects
 - Pledged Revenues
 - The City pledged a diverse mix of revenues (primarily local sales tax) to secure both the 2015 and 2021 bond issues, helping lower interest rates.

- FY 25 closed with about \$100 million in pledged revenues; FY 26 is budgeted slightly higher.
- Revenue sources include:
 - Local Transaction Privilege Tax (sales tax)
 - State-shared income, sales, and vehicle license taxes
 - Fees, services, fines, and forfeitures
- Revenue growth has been strong, increasing from \$63 million in FY 20 to nearly \$100 million in FY 25.
- Bond Structure and Amortization Plans
 - Road Bonds: \$35 million amortized over 20 years, around \$2.7 million per year debt service funded by \$18 million annual Road Tax revenues.
 - Parks Bonds: \$17 million split into:
 - \$4 million paid off in two years
 - \$13 million amortized over 20 years (2% Tax sunsets in 2038; General Fund will cover if not renewed).
 - Public Safety Bonds: \$13 million amortized through 2035 to align with Public Safety Tax sunset.
 - Downtown Improvements: around \$875,000 per year from General Fund, paid off in two years.
 - Total Permanent Debt Service: \$61 million
 - Short-Term Debt (to be retired in two years): \$11 million
- Debt Coverage Ratio
 - The City maintains a 5:1 revenue-to-debt ratio, considered excellent by bondholders.
 - The 2015 road bonds are nearing eligibility for refinancing, potentially freeing up about \$4 million in the budget.
 - The City has flexibility to adjust amortization schedules based on asset life and revenue streams.
- Utilities Projects
 - Utility Debt Overview
 - The City has issued approximately \$100 million in utility debt over the years, including:
 - About \$80 million for the Desert Dunes Project at historically low interest rates (0.2%–1.69%), generating investment returns while funds were spent.
 - A 2015 refinancing of prior utility debt.
 - Utility Revenue and Financial Health
 - FY 25 utility revenues totaled about \$65 million, with around \$33 million in operating costs, leaving approximately \$31 million in net cash flow.
 - These funds support reserves, pay-as-you-go capital, and debt service.
 - The City maintains strong coverage ratios, helping secure favorable bond rates
 - Wastewater Financing
 - Net wastewater revenues were about \$13 million in FY 24 and FY 25.
 - Current debt service is around \$6.5 million per year.
 - New \$22 million bond will be amortized over 20 years, adding about \$1.65 million per year for a total of around \$8.2 million in annual debt service.
 - The coverage ratio of about \$7.72 in revenue per \$1 of debt is strong.

- Water Financing
 - Net water revenues were about \$19 million in FY 24 and FY 25.
 - Current debt service is around \$5.6 million per year.
 - New \$22 million bond split into:
 - Series 2025 A: \$12 million amortized long-term.
 - Series 2025 B: \$10 million to be paid off within two years to support the expenditure limitation strategy.
 - Combined coverage ratio of \$2.50 in revenue per \$1 of debt is strong.

Discussion

- The City's aggregate annual utility debt service is projected to decrease from around \$12 million to \$7 million by 2032–2033. This drop aligns with the end of the current five-year utility rate adjustment period, presenting an opportunity for City Council to reassess rates in light of future CIP needs and community affordability goals. The City is in a healthy position with its current debt coverage ratio of 2.56, which is expected to improve as debt obligations decline. **(Morales)**

Reader concluded his presentation with the following:

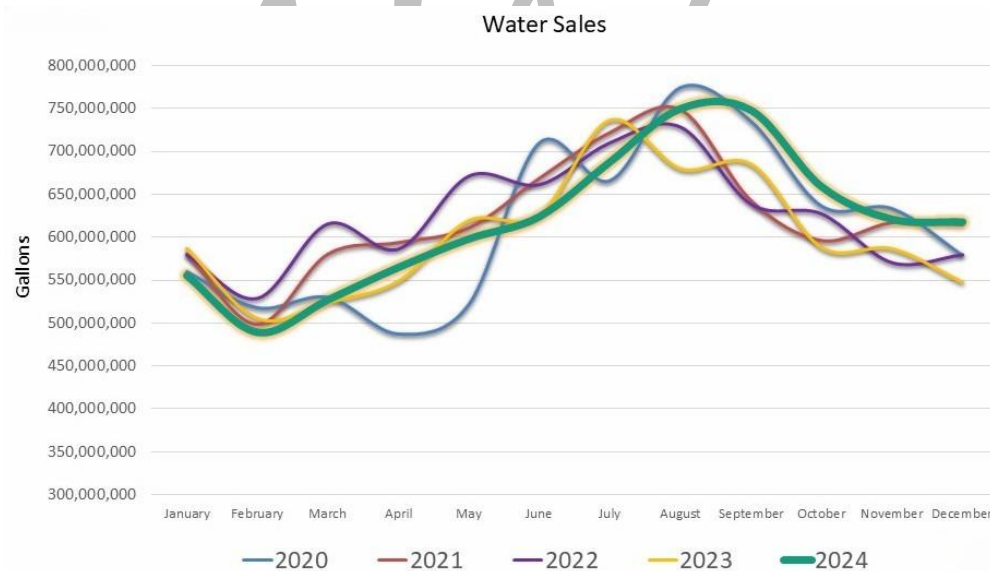
- Refunding Opportunities
 - The City is closely watching the 2015 revenue bonds (non-utility) for a potential refinancing opportunity.
 - Current market conditions suggest present value savings of about \$860,000, nearing the 3% efficiency threshold typically required for action.
 - Recent interest rate drops have improved the likelihood of reaching that threshold soon.
 - Staff is also monitoring utility bonds for potential refinancing.
 - Currently about 0.25% away from achieving the 3% savings threshold.
 - If market conditions improve, refinancing could be incorporated into the upcoming financing package; otherwise, it will be deferred.
- Draft Financing Calendar
 - Ordinances authorizing the issuance of the bonds are scheduled for introduction at tomorrow night's meeting.
 - Adoption is planned for October 1, and a 30-day waiting period will follow.
 - The City expects to enter the bond market the week of November 3 or November 10.
 - Closing is anticipated by the end of November, or early December at the latest.

II. UTILITIES DEPARTMENT UPDATE

McCall presented the following Utilities Department update:

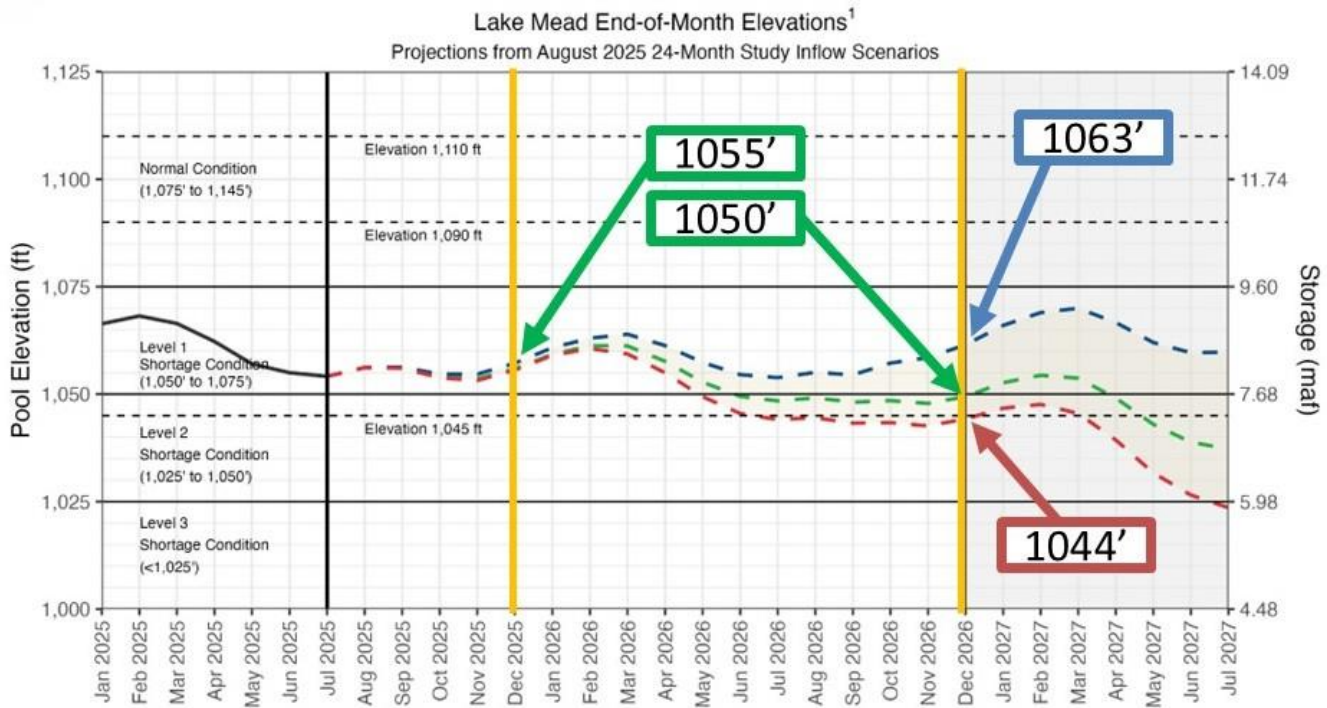
- Mission and Department Staff
 - The Utilities Department's goal and highest priority is to ensure the delivery of a reliable drinking water supply of the highest quality, and the most efficient, environmentally sound reclamation of Yuma's wastewater.
 - 160 employees
 - 148 full-time

- 12 part-time
- Utility Customer Base
 - Approximately 35,000 water accounts
 - 89% residential customers
 - 11% commercial customers
 - 0.1% industrial customers
 - About one-half of the water produced is used by residents, while the other half goes to commercial and industrial processes.
- Customer Interactions
 - Approximately 360,000 customer interactions per year
 - 82% pay online
 - 10% pay in person
 - Almost half of customers use a credit card to pay their bill, while only about 4% use cash.
 - The remaining customers use automatic payment, checks, bank drafts, or other forms of payment.
- Operational Trends
 - Wastewater volumes are closely tied to water usage, so water sales are a key metric tracked to understand wastewater trends.
 - Typically, 40% of the water sold eventually ends up at the wastewater plant.
 - In 2024, water sales followed a typical seasonal pattern:
 - Highest sales occur in August and September.
 - Lowest sales are in February, reflecting reduced irrigation.
 - The four-year overlay below shows consistent seasonal trends.
 - 2024 water sales are equal to or better than several previous years.
 - 2020 data is considered an outlier due to COVID-19 disruptions.



- Colorado River Drought Forecast
 - Drought is a dominant issue in the western U.S., heavily influencing water policy and planning.
 - Lake Mead water levels are the key metric used to determine drought status.
 - A Level 1 Shortage Condition exists at lake levels between 1,050 and 1,075 feet.

- The chart below is a forecast from the Bureau of Reclamation (BOR) showing projected lake elevations.
 - December 2025 forecast: Lake elevation is expected to be around 1,055 feet.
 - December 2026 forecast: Most probable lake elevation is 1,050 feet, indicating a further decline.
 - 10% chance the lake will rise to 1,063 feet, and 10% chance it will drop to 1,044 feet.



- Water Conservation
 - Yuma has a four-stage Drought Preparedness and Response Plan.
 - Since 2022, the City has been in Stage 1 (Warning Stage).
 - Stage 1 requires:
 - Water use reduction at City facilities.
 - Public outreach to raise awareness about water usage.
 - This is the fifth consecutive year of Colorado River water shortage.
 - Shortages have occurred almost every year since 2019, when current rules were implemented.
 - 2022 was the worst year in terms of water shortage impacts.
- Colorado River Operations
 - All current Colorado River agreements expire at the end of 2026, including:
 - The 2007 Interim Guidelines and the 2019 Drought Contingency Plan
 - Minutes 323 and 330
 - These are agreements with Mexico allowing water storage and exchanges at Lake Mead.
 - The Bureau of Reclamation (BOR) is conducting an Environmental Impact Study (EIS) to guide future river operations.

- Following the EIS, one of the following five BOR actions is anticipated:
 - No Action Alternative
 - Federal Authorities Alternative
 - Federal Authorities Hybrid Alternative
 - Cooperative Conservation Alternative
 - Basin Hybrid Alternative
- The Federal government expects the seven basin states to negotiate a new agreement, but talks are contentious, with little progress so far.
 - The main proposal is to allocate water based on the natural flow of the river (i.e., average precipitation).
 - Key conflict is how to divide water between the four Upper Basin states and three Lower Basin states.
 - Upper Basin states are resisting participation in shortage-sharing.
 - Arizona is disadvantaged due to legal precedents favoring California.
- Timeline moving forward:
 - November 2025 – Target date for states to present an agreement.
 - If missed, February 2026 becomes the last chance for consensus.
 - March 2026 – BOR will publish its report.
 - May 2026 – A final federal decision will be made.
 - August 2026 – Deadline to finalize the operational plan for the 2027 water year, which begins in September.
- Desert Dunes Facility Expansion
 - Desert Dunes expansion is likely the largest and most expensive project the City has undertaken.
 - It is a multi-year project with an official completion date of April 2027.
 - There are 93 contracting staff currently on site.
 - Safety record is excellent:
 - No recordable or lost-time accidents.
 - One personal medical issue occurred, but it was not safety-related.
 - Quality control is strong, and the project is on schedule.
 - There is a possibility of early completion, but not before January 2027.
- Advanced Metering Infrastructure (AMI) Meter Conversion
 - The project is a major CIP item, costing approximately \$2 million per year.
 - It involves replacing traditional meters with AMI, transitioning from drive-by to online meter reading.
 - Current progress:
 - 9,000 AMIs installed
 - 26,000 units remaining
 - Average installation rate of 6,000 per year
 - Progress is tracked weekly and reviewed quarterly.
 - Two part-time staff were added this fiscal year to support the project.
 - These staff are expected to continue maintaining and replacing units as needed after the initial rollout.
 - Manufacturer warranty is 20 years (pro-rated), but battery life tends to decline around 14 years due to heat exposure.

- The project is expected to become a continuous maintenance cycle due to the large number of units deployed.
- Environmental Protection Agency (EPA) Revised Lead and Copper Rule
 - The City is complying with the EPA Lead and Copper Rule by conducting a service line inventory.
 - The initiative was briefed to Council last year and focuses on ensuring there is no lead in drinking water.
 - The City emphasizes that there is no lead in the water supply, and there is no lead in the City's infrastructure.
 - The EPA requires inspection of residential service lines, which are non-City assets (from the meter to the home).
 - All service lines installed after 1989 are considered lead-free.
 - For lines installed before 1989, the City:
 - Conducted field surveys
 - Took photos
 - Posted results on an interactive map available on the Utilities website
 - Residents can check their property's status via the online map tool.
 - The second report is due in January 2026, with about 3,000 service lines still to be inventoried.
 - The City is confident no lead will be found, but is committed to verifying all properties.
 - The Arizona Water Association (AWA) does not support the full scope of the EPA's rule and is suing the EPA over what it sees as regulatory overreach.
 - AWA particularly objects to the requirement for municipalities to test school facilities, which the EPA is requiring as of the 2027 report.
- Figueroa Avenue Water Pollution Control Facility Compliance
 - The Figueroa facility discharges into a side channel of the Colorado River, known as Paradise Cove in the West Wetlands area.
 - The blue line on the map represents the Colorado River; the red line marks the discharge area, which is technically not a U.S. water body but is adjacent to the river.
 - This side channel is five feet above the river's actual water level and would be dry without the facility's discharge.



- The facility has been operating under temporary or extended permits due to regulatory disagreements.
 - The only pollutant of concern that is discharged is nitrates, which are not considered environmental pollutants, but are non-permitted in drinking water.
 - The area was not designated as a drinking water source when the plant was built; this changed in the early 2000s when a mixing zone that previously helped with compliance was removed.
 - The facility seeks permanent permit status by having the red-lined area designated as a wetland, not part of the Colorado River.
- The state is actively engaged in a rulemaking process to address this issue.
 - The public comment period, originally ending in August, was extended to September.
 - The reason for the extension is unclear, possibly due to an EPA request.
 - The State of Arizona is supportive of the proposed solution.
 - A decision is expected possibly by February, though delays are anticipated.
 - The facility's current permit remains valid through August 2026.
 - There are no drinking water withdrawals from the side channel.
 - The proposal has received broad stakeholder support, including from:
 - Cocopah Tribe
 - Audubon Society
 - Bureau of Reclamation
 - Bureau of Land Management
 - City Council

Discussion

- Once the new AMI water meters are installed, residents will receive a door hanger with instructions to download the EyeOnWater app. This allows them to monitor daily consumption, receive leak alerts via text or email, and customize notification settings. For those without digital access, printed reports are also available. **(Mayor Nicholls/McCall)**
- If a customer is not sure whether they have an AMI meter installed, Utilities Department staff are happy to assist, answer questions, and follow up with an email that includes step-by-step instructions; staff can also provide the customer with their water account number. There is also information available on the City's website about AMI meters and their features. **(McClendon/McCall)**
- The goal is to use water wisely, not avoid using it altogether. Yuma's natural assets include abundant sunlight and a strong water portfolio, which the City leverages to attract industries that bring jobs and economic benefits. The key is ensuring these industries use water efficiently and return it, rather than wasting it. Although some areas lack direct sewer access, much of the community's water is ultimately returned to the City's water portfolio. **(Watts/McCall)**
- Regarding future water availability, Yuma is well-positioned due to its historical water rights. The City's strategy is to use its water locally to support growth, rather than self-restrict and risk losing that water to other regions like Phoenix, where it may never return. **(Watts/McCall)**

III. REGULAR CITY COUNCIL MEETING AGENDA OF SEPTEMBER 17, 2025

Motion Consent Agenda Item C.2 – Bid Award: Aquatic Center Pool Renovations (award bid for re-plaster and renovation to DWD Construction in the amount of \$304,769.30) (RFB-26-016) (Facilities Mgmt)

Discussion

- Staff will meet with the three swim teams that utilize Valley Aquatic Center to work out a schedule at the City's two other pools during the renovations. **(Morales/Simonton)**
-

Ordinance O2025-030 – Lease: Keithly-Williams Seeds, Inc. (five-year lease for 12.39 acres and the Associated Citrus Packers, Inc. building) (City Admin)

Discussion

- The tenant, who has a business across the street from the property, plans to clean up the site to use as storage and possibly a future thrift store or taxidermy operation. **(Watts/Simonton)**
-

Ordinance O2025-033 – Amend Yuma City Code: 2024 International Building Code with Amendments (amend Chapter 150, Sections 150-015 and 150-016) (Bldg Sfty)

Discussion

- The Building Advisory Board recommended adopting Chapter 11 of the International Building Code (IBC) almost entirely, with just one amendment to permit the use of LULA (Limited Use/Limited Application) elevators. As currently written, Chapter 11 does not require an elevator in every building unless the building exceeds 3,000 on any floor. **(Martinez/Crist)**
- Based on Council's feedback, a proposed amendment was drafted for consideration. This amendment removes the 3,000 square foot threshold, meaning any two-story building would now require an elevator – except in a few very specific cases. To address unintended consequences, an exception was added for mezzanines in Group F (Factory) and S (Storage) occupancies. **(Mayor Nicholls/Crist)**
- If the upper floors of a building is a mezzanine and is not intended for public use, it generally would not require an elevator. For a full two-story building, the proposed amendment would require an accessible route, such as an elevator. Mezzanines, which are typically partial floors open to the space below, are treated differently. **(Martinez/Crist)**
- Accessibility is a core value and a right for all citizens, including those with disabilities, to fully participate in public life. While federal ADA standards already provide strong guidance, a mandate requiring elevators in all two-story buildings could be potentially burdensome – especially for small businesses, nonprofits, and historic properties. Offering incentives like grants or tax credits, rather than imposing a one-size-fits-all rule, are possible alternatives. Community members are encouraged to share their views with City Council to help guide this decision. **(Martinez)**
- Apartments with four or more dwelling units – not necessarily four stories – are addressed in the code. While there are more three-story apartment buildings being developed, the elevator requirement does not apply to apartments if the required number of accessible units can be provided on the ground floor. **(Mayor Nicholls/Crist)**

- A two-story duplex would not fall under the elevator requirement because it's governed by the International Residential Code (IRC), not the IBC. Duplexes are typically built side by side, but some are now being designed with one unit stacked above the other. These stacked designs must meet specific requirements, such as separate stair access. If a triplex is built with two units on the ground floor and one on the second floor, an elevator will not be required if the accessible units are provided on the ground floor in the correct ratio. **(Morris/Crist)**
- Under the proposed amendment, if a two-story commercial building has a single use – such as retail or conference space on the ground floor and private offices on the second floor – it would be required to include an elevator. This requirement applies regardless of whether the upper floor is for public or private use. **(Morris/Crist)**
- Staff will conduct extensive outreach to support the community through the changes introduced in Chapter 11. This will include meetings with design professionals, informational mailings, and in-person training sessions. The outreach will focus on explaining the new requirements, especially those that go beyond ADA standards, and will also cover updates to the IRC. **(McClendon/Crist)**
- Rising costs are inevitable, especially with new construction requirements, but it does not negate the importance of making progress with accessibility. The proposed amendment is a necessary step toward greater accessibility and community growth. Accessibility goes beyond wheelchair users and affects many people, and adopting the amendment would reflect the City's commitment to inclusive growth. **(McClendon/Crist)**
- The estimated cost of installing an elevator in a two-story building ranges from \$95,000 to \$150,000, depending on factors like the elevator type, installation, and construction of the shaft. A LULA elevator, which is only permitted for two-story buildings, typically costs between \$65,000 and \$70,000. Additionally, all elevators require annual maintenance and inspections, which add to the ongoing costs. Governmental or medical buildings would still require a standard elevator rather than a LULA. **(Smith/Crist)**
- Ongoing elevator maintenance costs are about \$20,000 per year, with limited service providers and potential delays for repairs. Businesses often choose to invest in accessibility when it aligns with their needs, without being mandated by code. Instead of imposing a blanket requirement, the City could monitor how the market responds and adjust the code later if necessary, allowing for more incremental progress. **(Mayor Nicholls)**
- The 3,000 square-foot threshold was chosen because, according to the International Code Council, most buildings fall above that size, making it a practical cutoff. However, in Yuma and across Arizona, many two-story buildings exceed that size without having an elevator, since the ADA did not require them. Medical buildings, regardless of size, still require elevators under the ADA. **(Watts/Crist)**
- The Building Advisory Board supported adopting Chapter 11 as written, viewing it as a significant step beyond ADA requirements. They did not see a need to lower the square footage threshold for elevators further, given the rarity of smaller two-story buildings. With the proposed exceptions, most private commercial property owners should be satisfied. **(Watts/Crist)**
- For shopkeeper units, which include retail space on the first floor and residential space on the second floor, such as those on Madison Avenue, an elevator is not required. This is because public access to the residential space is unnecessary. **(Morris/Crist)**
- The exception for mezzanines in Group F and S Occupancies in the draft amendment would only be needed if the motion to amend passes. Otherwise this would be covered by the 3,000 square-foot exception **(Morales/Crist)**

- The City has not recently issued any permits for two-story buildings under 3,000 square feet per story. Rising construction and maintenance costs, especially for multi-unit or investment properties, are a key concern as they impact rental pricing. This issue may be hypothetical or unlikely to arise frequently; however, input from the community is still appreciated. **(Morales/Crist)**
- While this requirement could create barriers for small-scale entrepreneurs, major developers are unlikely to be affected by this provision because they typically do not construct smaller buildings that would be impacted. **(Mayor Nicholls)**
- Historically the City adopted ADA accessibility standards because earlier IBC versions conflicted with ADA requirements. As IBC standards evolved to align more closely with ADA, even becoming more restrictive in some areas, staff proposed its adoption to the Board. It was eventually adopted with minimal amendments after thorough discussion. **(Morris/Crist)**
- There are several existing two-story buildings in Yuma over 3,000 square feet per story that do not have elevators, as they were not previously required under the ADA for non-medical and non-governmental facilities. These buildings would not be required to retrofit elevators under current regulations. **(Martinez/Crist)**
- Renovations exceeding a 50% threshold do not automatically require installation of an elevator. Instead, accessibility improvements are generally guided by a 20% cost requirement. Only in rare cases, such as very large buildings or a change in use to a medical facility, would installation of an elevator be necessary. **(Mayor Nicholls/Crist)**

Ordinance O2025-037 – Text Amendment: Accessory Buildings (amend Title 15, Chapter 154, to update development regulations for Accessory Buildings, Uses and Structures) (Cmty Plng)

Discussion

- The intention of the proposed amendment is to simplify the City Code for accessory buildings by reducing the structure categories from three to two, making it easier for residents to comply with setback requirements. The amendment also introduces a new structure type that will allow shade structures in front yards, addressing past issues and City Council's request for more flexibility. **(McClendon/Albers)**
- Reducing the front yard setback for open carports from 10 feet to eight feet to accommodate typical public utility easements and increasing the maximum allowable area for shade structures from 200 to 240 square feet or using a percentage-based approach could better fit varying lot sizes and allow coverage for two vehicles. **(Morris)**
- This amendment does not permit storage containers in yards, as those are classified separately and regulated under a different section of the City Code. **(Morales/Albers)**
- The legal easement is eight feet, but footings may encroach. A 10-foot setback matches nearby cities. Small foundations and modern drilling techniques should minimize disruption in public utility easements. **(Mayor Nicholls/Smith/Morris/Linville)**

Ordinance O2025-038 – Text Amendment: Industrial Zoning Districts (amend Title 15, Chapter 154 to update development and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts) (Cmty Plng)

Discussion

- The vague definition of "minimal environmental impact" may result in varying interpretations. Its intent is to exclude operations that produce odors or loud noises. The requirement for an Arizona Department of Environmental Quality permit does not necessarily prevent operation in Light Industrial districts. (**Mayor Nicholls/Linville**)
- The City's roadway plan includes designated truck routes, but verification is needed to confirm if collector streets are included. (**Mayor Nicholls/Linville**)

EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 7:43 p.m. No Executive Session was held

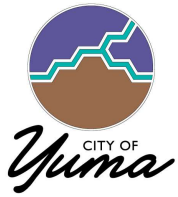
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-179

Agenda Date: 11/5/2025

Agenda #: 3.

Regular Council Worksession Draft Minutes September 30, 2025

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

CALL TO ORDER

Mayor Nicholls called the Regular City Council Worksession to order at 5:30 p.m.

Councilmembers Present: Martinez, Morris, McClendon, Smith, Morales, Watts, and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: Acting City Administrator, John D. Simonton
Assistant Director of Neighborhood Services, Cynthia Blot
Acting Fire Chief, John Louser
Building Official, Randall Crist
Director of Community Development, Alyssa Linville
Various department heads or their representatives
City Attorney, Richard W. Files
Deputy City Clerk, Janet L. Pierson

I. HOUSING AUTHORITY OF THE CITY OF YUMA (HACY) UPDATE

Blot introduced **Michael Morrissey**, Executive Director of HACY, to provide an overview and update on HACY operations as follows:

- Mission
 - HACY is committed to providing decent, safe, affordable housing opportunities and efficient, professional, quality services that meet the needs of our residents and community.
- Services
 - Affordable Housing
 - Property Management and Development
 - Community Services
- Housing Choice Voucher Program (HCV)
 - The program has a baseline of 1,456 vouchers.
 - Clients pay 30% of their income toward rent; HACY covers the rest.
 - On average, HACY subsidizes \$800 each month per family, while families pay about \$300, depending on income.
 - The program relies on partnerships with approximately 300 local landlords to provide housing.
 - In the past, vouchers were highly attractive to landlords, but rising market rents have made it harder to place families.
 - HACY is actively encouraging landlords to accept voucher holders by offering fair market rents.
- Special Vouchers
 - Veterans Affairs Supportive Housing: There are 71 vouchers specifically for veterans, with plans to increase that number to around 81 in the near future.

- Family Unification Program: Provides housing vouchers for youth aging out of foster care to support their transition to independent living.
- Emergency Housing Vouchers: Set aside for individuals and families experiencing homelessness or at risk of homelessness.
- Tenant-Based Rental Assistance: A short-term program offering temporary rental support; once these vouchers expire, they typically do not return in the same form.
- Stability Vouchers: Another category of affordable housing support aimed at specific populations.
- These specialized vouchers are issued at different times and are designed to serve targeted community needs.
- Some programs are non-renewable, meaning once the funding or allocation ends, they may not be available again.
- 2025 U.S. Department of Housing and Urban Development (HUD) Income Limits
 - 75% of families served by HCV meet the Extremely Low Income Limit guidelines.
 - These households have very limited income, qualifying them for the highest level of housing assistance.
 - The program prioritizes support for these families to ensure access to affordable housing.

2025 HUD INCOME LIMITS

FY 2025 Income Limit Category	PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
Very Low (50%) Income Limits	25,450	29,050	32,700	36,300	39,250	42,150	45,050	47,950
Extremely Low Income Limits	15,650	21,150	26,650	32,150	37,650	42,150	45,050	47,950
Low (80%) Income Limits	40,700	46,500	52,300	58,100	62,750	67,400	72,050	76,700

- Voucher Payment Standards
 - The payment standard for housing vouchers is set by HACY based on fair market rents.
 - These standards have increased significantly over time. For example, one-bedroom units rose from \$450 to \$1,000 over the past 20 years.
 - The increase reflects changes in the housing market and ensures the program remains competitive and relevant.

1 Bedroom	\$ 1,000
2 Bedroom	\$ 1,300
3 Bedroom	\$ 1,800
4 Bedroom	\$ 2,100
5 Bedroom	\$ 2,400

- Rental Assistance Demonstration Program (RAD)
 - RAD replaced traditional public housing about 7-8 years ago with City Council approval.
 - The shift was made to gain greater local control over housing assets and funding.
 - Under public housing, funds were tightly controlled by HUD, limiting the City's ability to make capital improvements or leverage equity.
 - Through RAD, the City gained full ownership of approximately \$30 million in assets.
 - The program allows the City to refinance, borrow, and invest in properties – options not available under HUD's previous declaration of trust.
 - RAD rents are based on HCV payment standards, which are higher than traditional public housing rates.
 - Yuma was one of the first cities in the country to implement RAD.
 - The City now manages 235 units across several properties and has a 10-year plan for major improvements.
- HACY Plaza
 - The property at 1350 Colorado Street underwent a significant transformation.
 - Improvements included a new roof, landscaping, and updated textures and colors.
 - The design was intended to mirror the Mesa Heights Apartments on Arizona Avenue.
 - This project became an anchor redevelopment effort and received notable recognition.
- Contract Services
 - HACY contract services including:
 - Property management
 - Financial management
 - Regulatory compliance
 - Maintenance and landscaping
 - Resident and community services
 - Strategic planning
- Mesa Heights Pueblos
 - Includes 18 units acquired years ago for a road project that did not proceed.
 - The City has managed the property effectively, generating income and covering expenses.
 - However, the site now faces major issues, including asbestos and mold remediation.
 - An initial renovation plan estimated at \$500,000 has grown to around \$2 million.
 - A concept plan has been developed to renovate or redevelop the property productively.
 - This project may come before City Council for future decisions on its direction.
- Family Self-Sufficiency Program (FSS)
 - FSS supports 240 families enrolled in the Section 8 and RAD programs.
 - Program offers service coordination for job training, financial counseling, homeownership counseling, General Education Diploma completion, higher education and more.
 - Participants work with a case manager to create short and long-term goals.
 - The program partners with local service providers to help families overcome barriers to self-sufficiency.
 - 5-10% of participants graduate each year, meaning they meet their self-sufficiency goals.
 - Program has worked to increase the average household incomes from \$6,000 to over \$25,000 within two years.
 - As participants' income rises, their rent contribution increases, and the difference is saved in an escrow account.
 - Upon successful completion of their goals, participants receive a lump-sum check from the escrow savings.

- The program is funded and supported by HUD, which helps cover staffing and related expenses.
- Arizona Housing Development Corporation (AHDC)
 - The Arizona Housing Development Corporation (AHDC) is a nonprofit 501(c)(3) entity established about 20 years ago.
 - It operates with a separate Board of Directors and independent financial statements, and HACY serves as the management agent.
 - The Executive Director of HACY also serves as the Executive Director of AHDC.
 - AHDC acts as the development arm for housing initiatives and allows for subsidizing community programs.
 - AHDC manages a variety of housing programs, including:
 - Low-Income Housing Tax Credit (LIHTC)
 - Project Based Vouchers (PBV)
 - Home Investment Partnerships Program (HOME)
 - Serious Mental Illness (SMI)
 - HUD 202 (Elderly and Disabled Program)
 - Market Rate Units
- Mesa Heights Apartments
 - The Mesa Heights Apartments were HACY's flagship development, completed in 2017.
 - The project includes 58 units of affordable housing, funded through the tax credit program and project-based vouchers.
 - It was a \$13-\$14 million development, with many dollars spent locally in Yuma.
 - The site features a community center offering various social service programs through local partnerships.
 - The project received an unsolicited award from the City's Clean and Beautiful Commission for its upkeep and appearance.
 - Despite being a low-income housing project, it has been well-maintained and recognized for its quality and community impact.
- Casa Sierra Vista
 - Casa Sierra Vista is a 30-unit HUD 202 project serving elderly and disabled residents that was recently purchased by AHDC.
 - HACY has provided property management services for over 40 years.
 - Although the previous owners could have sold it at market value, they agreed to a lower sale price to preserve affordable housing for current residents.
 - This acquisition ensures continued affordability and stability for vulnerable populations.
 - The community offers supportive services, including help with groceries and social activities.
- Carver Park Townhomes
 - Carver Park Townhomes consists of 36 units of affordable housing.
 - The project was developed using tax credits and project-based vouchers.
 - It was the first development built by AHDC approximately 20 years ago.
 - The project met all regulatory requirements and served as AHDC's initial experience in housing development.
- Arizona Health Care Cost Containment System (AHCCCS) Housing
 - Over the past few years, 12 AHCCCS Housing units were built, including single-family homes, duplexes, and triplexes.
 - These homes are specifically for individuals with serious mental illness, one of the community's most vulnerable populations.

- The project was fully funded by the State, with no cost to HACY – only time and effort for application and oversight.
- HACY partnered with local builders and developers to complete the construction.
- A recently completed triplex was built locally as part of this initiative.
- Mesa Heights Village
 - Mesa Heights Village is a six-unit affordable housing development currently under construction.
 - The project is located on Arizona Avenue, near the existing Mesa Heights Apartments, and mirrors its textures, colors, and design.
 - Families have already been designated for the units, with move-in expected by mid-October.
 - The project is a partnership between the City and HACY; the City donated the land, and HACY issued a Request for Proposal for local developers.
 - Nomar Properties was selected to build the project, which is expected to be completed within two weeks.
- Magnolia Gardens
 - Magnolia Gardens is a housing project currently under construction.
 - It is a partnership between the City, AHDC, and the former Yuma Neighborhood Development Organization (YNDO).
 - YNDO transferred three vacant lots and two single-family homes to AHDC at no cost.
 - AHDC renovated the existing homes and is constructing new units on the vacant lots.
 - The project will result in 21-22 total units, including 16 new constructions and 1-2 rehabilitated homes.
 - The City contributed nearly \$2 million through the HOME-ARP program, and AHDC secured additional financing through Foothills Bank.
 - The project is expected to be completed in 10-12 months.
- The Sports Helping Influence Neighborhood Excellence (SHINE) Program
 - The SHINE program is supported through AHDC.
 - It began in 2009 with a \$15,000 grant from the City via the Weed and Seed Program.
 - Initially launched as an after-school sports and character education program for kids.
 - The first location was Carver Park, a targeted area for revitalization.
 - The program expanded to include after-school activities and later a recreation center for children.
 - During a period when the Boys and Girls Club was inactive in Yuma, SHINE operated out of their facility.
 - SHINE continued to run programs during COVID-19, providing critical support during a challenging time.
- HUD Best Practices Award
 - The Emergency Childcare Program for Essential Workers received a Best Practices award from HUD.
 - Recognition was due to keeping doors open for essential workers and their families during a time when most others were closing.
 - After a few years, the team recognized that others could continue the work more effectively.
 - The Boys and Girls Club returned to Yuma, and the SHINE program transitioned the facility back to them.
 - The transition was seen as a positive and smooth handoff, with the Boys and Girls Club doing a great job since.

- SHINE After School Centers
 - Four after-school centers are maintained across RAD properties owned by the City and managed by HACY.
 - A variety of programs are offered, including intergenerational activities.
 - At Casa Sierra Vista (HUD 202 project) during COVID, youth created food and care packages and holiday decorations for elderly residents.
 - The Centers promote a sense of community, citizenship and responsibility.
- SHINE Mentor Program
 - Initial SHINE program at Carver Park served grades 3-5.
 - As students aged out, they returned to stay involved, leading to the creation of “mini mentor” roles for older youth:
 - Assisted volunteer coaches.
 - Set up games, kept score, and helped younger children.
 - Realized the potential for leadership development, not just recreation or character education.
 - Evolved into a college-accredited program through Arizona Western College (AWC).
- AWC Occupational Certificate in Organizational Leadership
 - Tuition is covered for students by the Southwest Technical Education District of Yuma.
 - Two-year program offering:
 - 18 college credits.
 - Dual credit at students’ respective high schools.
 - Classroom lectures, experiential learning, community service, and a capstone project.
 - 21 students are currently enrolled, and approximately 30 students have graduated to date.
 - Students become mentors, sharing what they have learned at schools and community locations.
 - Received the National Association of Housing and Redevelopment Officials 2019 Award of Excellence in Resident and Client Services – the highest honor in the housing field – for the program’s impact on youth.
 - Celebrated with a gala event where students dressed up and took a group photo, marking a meaningful milestone.
 - Inspired by the program’s success, there is now a vision to create a dedicated school to continue and expand this work.
- Prosperity Business and Learning Center
 - Programs are currently taught at the Mesa Heights Community Resource Center, used as a satellite office, with instruction provided through AWC
 - Previously used the SHINE Center (Boys and Girls Club facility).
 - Attempted to renovate an old apartment building (HACY home), but termite damage halted the plan.
 - A new building is under construction, designed to accommodate 24-36 students, to provide:
 - Higher education, business development, and career planning.
 - Opportunities for both high school students and adults.
 - The program will offer an accredited occupational certificate in organizational leadership in collaboration with:
 - AWC Small Business Development Center
 - Yuma Chamber of Commerce
 - AWC Entrepreneurial College

- Goal is to provide practical, respected credentials for those not pursuing a four-year degree.

Discussion

- HACY currently manages about 400 dwelling units directly, with an additional 1,456 units managed through partnerships with landlords. **(Mayor Nicholls/Morrissey)**
- Housing vouchers originate from HUD, which allocates budget authority to housing authorities nationwide. HACY must maintain a 98% lease-up rate, either by housing families (unit-based) or fully spending the allocated funds. Recently, due to rising housing costs, fewer families could be housed with the same budget. HUD temporarily allowed over-leasing, or spending more money than allocated, but this has since been restricted. Currently, HACY is not issuing new vouchers because it is still over-leased, and affordable units remain limited. The number of participating landlords has dropped from 400 to under 300, and families now often need extensions beyond the standard 60-90 days to find housing. While there is interest in supporting new developments with vouchers, no vouchers are available at this time due to full utilization. **(Morris/Morrissey)**
- In terms of need, the community shows a balanced demand for one, two, and three-bedroom units, with two-bedrooms slightly leading. There is less demand for four and five-bedroom units. **(Morris/Morrissey)**
- FSS defines success based on each participant's goals. Once a family graduates – such as by purchasing a home – there are still some community resources available, though they are limited. Local partners, like Arizona@Work, continue to offer support once HACY steps back after the five-year plan is completed. Previously, programs provided down payment matching, but those are not currently active in the community. As a result, fewer families are buying homes today due to rising costs, even though they are still achieving personal goals. **(Smith/Morrissey)**
- HUD allocations are based on a calendar year. Vouchers are distributed on a first-come, first-served basis, with priority given to certain groups like veterans or domestic violence survivors. Emergency housing options are currently very limited, especially since the COVID-era Tenant-Based Rental Assistance program ended. The 1,456-unit baseline refers to the number of unit-months leased annually, not individual families. **(Watts/Morrissey)**
- AHCCCS Homes are not group homes but individual units for households where at least one adult qualifies as seriously mentally ill. HACY is not equipped to provide assisted living services. **(Watts/Morrissey)**
- HACY previously installed solar panels on several homes, but the technology has aged. However, families do receive a utility allowance, and HACY's payment standards include both rent and utilities **(Watts/Morrissey)**
- HACY has a program in place to support youth aging out of foster care by offering them priority access to housing vouchers, though the waitlist is currently closed due to overwhelming demand, with over 3,000 people waiting. Typically, 10-12 of the 15 available foster youth vouchers are in use at any given time to help these young adults transition into stable housing. **(Morales/Morrissey)**
- The growing need for affordable housing is driven by economic challenges, rising rents, and barriers like childcare, education, and language. While HACY receives a fixed budget from HUD, it cannot meet the full demand for assistance, leading to long wait times and limited emergency housing options. **(Morales/Morrissey)**
- Many of the 400 units that HACY manages are project-based and already included amongst the 1,456 vouchers. The actual number of families served is around 1,500 to 1,600. **(Mayor Nicholls/Morrissey)**

II. NEIGHBORHOOD AND ECONOMIC DEVELOPMENT DEPARTMENT UPDATE

Blot presented the following Neighborhood and Economic Development Department update:

- Mission
 - In March, the Economic Development and Neighborhood Services departments were merged into one.
 - The merger allows for better alignment of resources and a more coordinated, structured approach to improving neighborhoods and creating jobs.
 - Although funding sources may overlap, the missions of the original departments remain unchanged and now complement each other.
 - The unified mission includes:
 - Increasing private sector investment
 - Creating new jobs
 - Expanding housing opportunities
 - Targeting key industries
 - Developing attractive and diverse neighborhoods
 - Enhancing quality of life for Yuma residents
- Our Team
 - The department consists of a dedicated team of eight.
 - Two team members focus on economic development.
 - The remaining six team members manage Neighborhood Services programs.
 - Despite the small size, the team handles a wide range of programs effectively.
 - The team is motivated and committed to ensuring the success of the recent departmental merger.
- Department Programs
 - Neighborhood Services
 - Affordable Housing: Supports access to affordable housing options.
 - Housing Rehabilitation: Offers programs to help residents repair and maintain their homes.
 - Community Outreach: Engages with residents and partners to support neighborhood needs.
 - Coalition to End Homelessness: Acts as a conduit for collaboration and support.
 - Tenant-Based Rental Assistance: Provides rental support for eligible tenants.
 - Code Compliance Assistance: Helps income-qualified residents address code violations.
 - Fair Housing Oversight: Ensures compliance and education around fair housing laws.
 - Neighborhood Leadership Academy: Oversees leadership development for community members.
 - Community Development Block Grant (CDBG) and HOME Investment Partnership: Manages funds to assist low- to moderate-income households.
 - Economic Development
 - City Branding and Promotion: Markets Yuma to attract investment and interest.
 - Business Retention and Expansion (BRE): Supports existing businesses and encourages growth.
 - Visual Improvement Program: Provides façade improvement funding for businesses in revitalization areas.

- Public Information Forms: Responds to requests for information on properties that meet developers' needs.
- Ombudsman Role: Assists developers and site selectors through planning and permitting processes.
- Incentive Exploration: Identifies and offers potential incentives for economic development.
- Customer Relationship Management (CRM) Oversight: Manages CRM tools and processes.
- Professional Development: Invests in education and training for staff.
- Policies and Procedures: Reviews policies and procedures for revision in response to new executive orders and to improve operations.
- Education and Training
 - Team members have participated in one or more programs to stay aligned with the new federal administration's goals.
 - The department is working toward becoming eligible for Section 108, which would allow leveraging CDBG funds up to five times their value.
 - Five-Year Consolidated Plan:
 - Required for CDBG, HOME, and Neighborhood Revitalization Strategic Area (NRSA) programs.
 - Currently in development to meet federal administration requirements.
 - A formal presentation on the plan is expected closer to the due date.
 - The department works closely with partner agencies like HACY to achieve its goals.
- Partner Agencies
 - 4FrontED
 - Achieve Human Services
 - Arizona Commerce Authority
 - Arizona Housing Development Corporation
 - Arizona Small Business Development Center
 - Arizona Western College Entrepreneurial College
 - Catholic Community Services of Southern Arizona
 - Crossroads Mission
 - Greater Yuma Economic Development Corporation
 - Greater Yuma Port Authority
 - Housing Authority of the City of Yuma
 - Southwest Fair Housing Council
 - Western Arizona Council of Governments
 - Yuma Chamber of Commerce
 - Yuma County
- Target Industries – Existing Assets and Future Opportunities
 - Target Industries Identified:
 - Advanced Manufacturing
 - Logistics
 - Science, Technology and Energy
 - Entertainment
 - Life Sciences

Advanced Manufacturing	Arizona Western College Manufacturing Accelerator; training in electrical, fiber optics, solar installation	Aerospace/defense, semiconductor assembly, battery production
Logistics	Ports of entry, interstates, FTZ #219 for warehousing and duty/tax advantages	Ag-processing, cross-border logistics growth, cold-chain warehousing
Science, Technology & Energy	Device manufacturing niche (semiconductors, batteries); workforce training for solar & broadband	Renewable energy projects (solar, battery storage); data centers; R&D partnerships
Entertainment	Tourism & agritourism events (e.g., Lettuce Days); breweries/distilleries; downtown attractions push	Expanded cultural/arts venues, recreation facilities, year-round tourism economy
Life Sciences	Medical device & equipment manufacturing; potential for biotech/medical labs R&D	Biotech startups, FDA-certified labs, research partnerships with universities

- These industries have been part of the City’s long-term economic agenda.
- Entertainment and tourism initiatives, led by Visit Yuma, encourage visitors to share their positive experiences in Yuma with others in their own communities.
- Plans are underway to host more economic development meetings locally.
- Economic Development Strengths
 - Strategic Location:
 - Proximity to California and Mexico, with the benefit of not being subject to California’s higher costs and regulations.
 - Located in a right-to-work state, offering business-friendly labor laws.
 - Holds senior water rights to the Colorado River, a valuable resource for long-term sustainability.
 - Infrastructure Advantages:
 - Access to an International Airport, rail lines, and interstate highways.
 - Presence of Foreign Trade Zones and border crossing ports, enhancing trade and logistics potential.
 - Marketing and Branding Needs:
 - While the City has strong assets, there is a recognized need to improve external branding and marketing to attract more attention and investment from outside Yuma.
- Marketing
 - The Economic Development webpage has been redesigned for easier navigation and improved user experience.
 - Introduced QR codes to connect with trade show attendees directly, replacing outdated attendee list methods.
 - QR codes encourage interaction by prompting attendees to explore Yuma and stay in touch.
 - Notable increase in engagement when comparing Quarter 1 and Quarter 2 of 2024 with 2025.
 - The spike in 2025 was partly influenced by a Google algorithm change, but overall marketing efforts have significantly improved visibility.

- CRM System
 - A new CRM system has been implemented as a long-term tool to support economic development efforts.
 - Purpose & Functionality:
 - Tracks marketing activities, including trade show interactions and QR code scans.
 - Captures data on industries and businesses showing interest in Yuma.
 - Monitors follow-up and engagement with potential leads.
 - Strategic Value:
 - Enables long-term analysis of which industries are being attracted.
 - Helps evaluate the effectiveness of marketing campaigns and identify areas for improvement.
 - Current Status:
 - The system is still being refined.
 - Approximately 400 interactions have been logged so far.
 - Future plans include presenting CRM insights to City Council to showcase its full capabilities.
- BRE Survey
 - The Survey was rolled out earlier this year to focus on supporting existing businesses in Yuma.
 - Purpose:
 - Ensure local businesses feel valued and not overlooked.
 - Understand their needs, which may mirror those of future incoming industries.
 - Encourage local business growth and job creation, recognizing that many new jobs come from existing employers.
 - Retention Strategy:
 - Emphasizes that retaining businesses is easier than attracting new ones.
 - Aims to prevent other cities from luring Yuma businesses away with incentives.
 - Survey Status:
 - Initial analysis of responses is complete, and a presentation with partner agencies is planned for November.
 - The presentation will include programs and resources tailored to the needs identified in the survey.
- Upcoming Events
 - Recently attended the Anaheim Electronics and Manufacturing Show.
 - Staff will attend both the Battery Show and SEMICON next week.
 - Also planning to attend Verticon, a vertical lift trade show, to explore new business opportunities.
 - Developing new materials and programs to support:
 - Foreign Trade Zones under the new federal administration – helpful for businesses concerned about tariffs.
 - Qualified Opportunity Zones – a new rollout is planned to clarify benefits for both existing and incoming businesses.
 - The previous version was underutilized due to confusion, slow rollout, and changing rules.
 - The new version has no expiration date and is expected to be more accessible, though final rules are still pending.

Discussion

- The designated Opportunity Zone areas are changing, though existing ones may still be included. The City plans to gather local input as part of the rollout and is also expanding the NRSA, which may overlap with a new zone. The investment mechanism remains the same – investors can reinvest capital gains into these zones and defer or eliminate taxes while still earning returns. This updated version, informally called “Opportunity Zone 2.0,” will include new restrictions, but final rules are still pending. **(Mayor Nicholls/Blot)**
- The CRM tool is designed to support a more proactive approach to business attraction by identifying and tracking companies that engage with Yuma’s economic development efforts. While it is still being refined, it already provides valuable insights – like industry type, leadership, and locations - which helps the team evaluate potential fits before outreach, saving time and improving targeting. **(Morales/Blot)**
- There currently is not a formal internal strategy or supply chain-style format guiding the targeting of specific companies based on CRM data, as the focus has been on local business outreach through the BRE program. However, the CRM tool is helping capture valuable company insights, and local businesses can be asked for referrals to vendors or partners who might benefit from relocating to Yuma, which could enhance both retention and attraction efforts. **(Morales/Blot)**
- The trade shows attended are targeted to specific industries – such as semiconductors, Artificial Intelligence, and advanced manufacturing – and the team engages with any relevant businesses present. They now use QR codes and CRM analytics to track interactions and categorize leads by industry codes, and plan to use this data to refine future outreach and identify which sectors are most interested in Yuma, helping guide strategic follow-up and marketing efforts. **(McClendon/Blot)**
- A Foreign Trade Zone (FTZ) allows companies to delay or avoid paying tariffs and duties on imported goods until those goods enter the U.S. market. Yuma’s FTZ, managed by GYEDC, has existed for over 25 years and is unique in that it can be applied anywhere in Yuma County, offering flexibility for manufacturers that meet customs and security requirements. **(Watts/Blot)**

III. REGULAR CITY COUNCIL MEETING AGENDA OF OCTOBER 1, 2025

Motion Consent Agenda Item C.5 – Agreement: Joint Use of the City of Yuma Public Safety Training Facility with AMR River Medical (agreement will enhance collaborative efforts in areas of fire suppression, medical care, and public safety for the community) (YFD)

Discussion

- In 2024, American Medical Response (AMR) River Medical took over Rural Metro’s Certificate of Necessity. They mostly handle inter-facility transport but also have a 9-1-1 service and act as a mutual aid partner to the City, enhancing overall emergency response. **(McClendon/Louser)**
- While it is valuable to have mutual aid partnerships and well-trained emergency responders in the community, a minimal fee could help offset maintenance. The contract does allow the City to charge a fee for use of the facility. **(Mayor Nicholls/Morales)**

Resolution R2025-089 - Development Fee Deferral: Cielo Verde Unit 3 Phase 2 Subdivision (execute an agreement to defer development fees and water and sanitary sewer capacity charges for a period of three years upon execution and collection of a \$500 administrative fee) (Eng)

Resolution R2025-090 - Development Fee Deferral: Cielo Verde Unit 4 Phase I Subdivision (execute an agreement to defer development fees and water and sanitary sewer capacity charges for a period of three years upon execution and collection of a \$500 administrative fee) (Eng)

Resolution R2025-091 - Development Fee Deferral: Cielo Verde Unit 4 Phase II Subdivision (execute an agreement to defer development fees and water and sanitary sewer capacity charges for a period of three years upon execution and collection of a \$500 administrative fee) (Eng)

Resolution R2025-092 - Development Fee Deferral: Cielo Verde Unit 6 Phase I Subdivision (execute an agreement to defer development fees and water and sanitary sewer capacity charges for a period of three years upon execution and collection of a \$500 administrative fee) (Eng)

Morales declared a conflict of interest on Resolutions R2025-089, R2025-090, R2025-091, and R2025-092.

Ordinance O2025-040 – Rezoning of Property: Northwest Corner of Colorado Street and 20th Avenue (rezone approximately 1.62 acres located at the northwest corner of Colorado Street and 20th Avenue from the Manufactured Housing Park to High Density Residential) (DCD/Cmty Plng)

Ordinance O2025-041 – Statutory Compliance Hearing/Amendment: Ordinance O2022-048 (determine compliance with the conditions of approval for rezoning and introduce an ordinance to extend the time to comply with the rezoning conditions) (DCD/Cmty Plng)

Morris declared a conflict of interest on Ordinances O2025-040 and O2025-041 as his firm may be involved with the design of those projects.

Ordinance O2025-033 - Amend Yuma City Code: 2024 International Building Code with Amendments (amend Chapter 15, Sections 150-015 and 150-016) (DCD/Bldg Sfty)

Discussion

- The ordinance reflects the updated International Building Code (IBC) without modifications, which significantly enhances elevator requirements compared to previous Americans with Disabilities Act (ADA) standards. Under the new code, any two-story building with a floor over 3,000 square feet must include an elevator. Additional upgrades include: increased turning radius in new construction restrooms, added vertical grab bars, removal of exemptions for private clubs and religious facilities, power-actuated doors for large occupancies, and new requirements for family assist restrooms and adult changing stations based on building type and size. (**McClendon/Crist**)
- The City can monitor the new ordinance's impact over the next year to assess its effectiveness and make necessary adjustments. Regular review ensures the code meets community needs and allows for revisions if required. (**Mayor Nicholls/McClendon**)

Ordinance O2025-037 – Text Amendment: Accessory Buildings (amend Title 15, Chapter 154, to update development regulations for Accessory Buildings, Uses and Structures) (DCD/Cmty Plng)

Discussion

- The 240 square-foot limit applies only to the portion of a shade structure located within the front yard setback – not the total size of the structure. A structure can exceed 240 square feet overall, as long as only up to 240 square feet encroaches into the setback area. **(Morris/Linville)**

Ordinance O2025-038 – Text Amendment: Industrial Zoning Districts (amend Title 15, Chapter 154 to update development regulations and allowable uses within the Light Industrial and Heavy Industrial Zoning Districts) (DCD/Cmty Plng)

Discussion

- Some current industrial projects would not meet standards under the new code because they are not located along a designated truck route. Adding flexibility by allowing access within a mile of a designated truck route would be a reasonable adjustment. **(Mayor Nicholls/Linville)**
- The intent of specifying that the use or handling of dangerous materials that require a state or federal permit will require a Conditional Use Permit (CUP) is to limit CUPs to truly hazardous operations, not routine businesses that simply require permits. While the term dangerous has not caused any problems so far, it can be defined if issues arise. **(Mayor Nicholls/Linville)**
- While language is being removed that restricts the transformation of raw materials in Light Industrial areas, light manufacturing is defined to exclude hazardous uses. More intense or potentially harmful activities are still regulated under other industrial zoning categories, which require public hearings. **(Morales/Linville)**
- The addition of provisions specifying where recycling facilities can be located was prompted by feedback from businesses facing uncertainty due to the requirement of a CUP, which expire and can discourage investment. The goal of the revisions is to streamline processes and make the City more business-friendly while maintaining safeguards. **(Mayor Nicholls/Morales/Linville)**

EXECUTIVE SESSION/ADJOURNMENT

Motion (Morales/Smith): To adjourn the meeting to Executive Session. The meeting adjourned at 7:05 p.m.

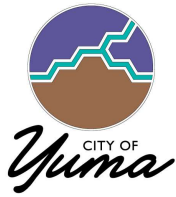
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-160

Agenda Date: 11/5/2025

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Bid Award: Locksmith Supplies and Services

SUMMARY RECOMMENDATION:

Authorize the award for a one-year locksmith supplies and services contract with the option to renew for four additional one-year periods, one year at a time, at an estimated annual expenditure of \$40,000.00, depending on the appropriation of funds and satisfactory performance, to G&T Locksmith Safe Co., Yuma, Arizona. (Facilities Management-RFB-25-207) (Justin Lewis/Robin R. Wilson)

STRATEGIC OUTCOME:

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

REPORT:

This contract will support the City's ongoing need for locksmith supplies and services. The City manages a wide range of municipal facilities including administrative offices, emergency service buildings, and community centers. Many of these facilities utilize various entry systems that require regular rekeying, lock replacement, or maintenance to ensure secure and reliable access.

One responsive and responsible bid was received and evaluated based on the total cost for materials and labor from G&T Locksmith Safe Co. LLC of Yuma, Arizona.

Approval of this contract will allow the City to maintain essential locksmith services and supply availability, ensuring timely and effective support for access control and facility security across City operations.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 40,000.00	BUDGETED:	\$ 40,000.00
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 Various City Department Operating Budgets	
TOTAL	\$ 40,000.00		

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget to award this contract.

ADDITIONAL INFORMATION:

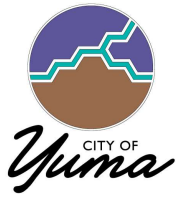
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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



City of Yuma

City Council Report

File #: MC 2025-161

Agenda Date: 11/5/2025

Agenda #: 2.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Cooperative Purchase Agreement: Communication Equipment and Services

SUMMARY RECOMMENDATION:

Authorize the purchase of six AXS Dispatch consoles, 16 backup radios and related equipment and services, for the Emergency Dispatch Backup Center using a Cooperative Purchase Agreement through the State of Arizona, from Motorola Solutions, Chicago, Illinois for a total expenditure of \$834,041.45. (Engineering/Police-Public Safety Com. Ctr.-CPA-26-120) (David Wostenberg/Thomas Garrity/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous by providing an Emergency Dispatch Backup Center to ensure that Public Safety entities continue to provide premier services in the event of unforeseen emergencies.

REPORT:

The City's current dispatch backup center lacks the infrastructure and capacity to provide reliable support in the event of a natural disaster or widespread infrastructure failure within the City. This vulnerability was highlighted in 2023 during a minor power outage, which revealed that both the primary and backup dispatch locations are connected to the same power grid-leaving the City without a functional dispatch center during the incident.

To address this critical gap, a new Emergency Dispatch Backup Center is being developed at a location served by a separate power grid. This facility is designed to ensure operational continuity and is anticipated to be completed by Spring 2026.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 834,041.45	BUDGETED:	\$ 2,000,000.00
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	\$ 834,041.45	Public Safety	

FISCAL IMPACT STATEMENT:

Sufficient budget authority is available in the City Council FY2026 adopted budget to execute this purchase.

ADDITIONAL INFORMATION:

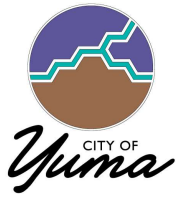
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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- ☐ 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



City of Yuma

City Council Report

File #: MC 2025-162

Agenda Date: 11/5/2025

Agenda #: 3.

DEPARTMENT: Finance	STRATEGIC OUTCOMES	ACTION
	☐ Safe & Prosperous ☐ Active & Appealing ☐ Respected & Responsible ☒ Connected & Engaged ☐ Unique & Creative	☒ Motion ☐ Resolution ☐ Ordinance - Introduction ☐ Ordinance - Adoption ☐ Public Hearing
DIVISION: Procurement		

TITLE:

Cooperative Purchase Agreement: Bonfire Procurement Software Subscription

SUMMARY RECOMMENDATION:

Authorize the purchase of five annual renewals of the Bonfire Procurement Software Subscriptions from Euna Solutions, Inc., Sandy Springs, Georgia, utilizing a Cooperative Purchase Agreement through Sourcwell contract, for an estimated annual expenditure of \$44,522.00. (Finance/IT-CPA-26-130) (Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Connected and Engaged by ensuring a transparent and inclusive procurement process while enhancing collaboration and communication between end-users and potential contractors and suppliers.

REPORT:

The Bonfire Procurement software has been used for the past four years to manage the City's procurement process and assist in monitoring contracts. This innovative approach to public procurement has resulted in enhanced transparency, compliance, and ensuring fair and competitive bidding processes, while reducing administrative workload.

The estimated annual cost is \$44,522.00, with a total projected expenditure of \$222,608.00 over the five-year renewal term.

Renewing the Bonfire Procurement Software Subscriptions will allow staff to maintain the efficiency and effectiveness of the City's procurement practices. Continued use of this platform supports strategic purchasing, contract oversight, and ensures compliance with established procurement standards.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 44,522.00	BUDGETED:	\$ 50,000.00
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	\$ 44,522.00	General Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget to purchase these subscriptions.

ADDITIONAL INFORMATION:

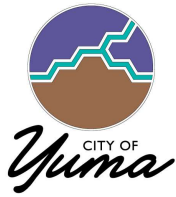
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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



City of Yuma

City Council Report

File #: MC 2025-163

Agenda Date: 11/5/2025

Agenda #: 4.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Cooperative Purchase Agreement: Automated License Plate Readers (ALPR)

SUMMARY RECOMMENDATION:

Authorize the purchase of Automated License Plate Readers (ALPR) and subscriptions utilizing a Cooperative Purchasing Agreement originated by Houston-Galveston Area Council, for a five-year agreement with Motorola, Chicago, Illinois for an estimated amount of \$130,094.40. (Police-CPA-26-115) (Thomas Garrity/Robin R. Wilson)

STRATEGIC OUTCOME:

Expanding the number of ALPRs directly supports the City Council's strategic outcome of creating a Safe and Prosperous City by enhancing the Yuma Police Department's (YPD) investigative capabilities and improving the quality and speed of evidence collection. The additional ALPRs will lead to more efficient criminal investigations, stronger case outcomes, and a more secure environment for residents and businesses and by strengthening public safety infrastructure, enabling proactive law enforcement, and enhancing community confidence in local government.

REPORT:

YPD has experienced significant success with its current deployment of ALPRs, aiding investigations, recovering stolen vehicles, and enhancing real-time public safety operations. However, the existing ALPR network does not yet provide comprehensive coverage across the City. Several critical traffic corridors, neighborhood access points, and high-incident areas remain unmonitored, limiting the full potential of the technology. To address these gaps, YPD recommends adding strategically placed ALPRs units throughout the City.

The City currently has one pre-existing agreement being funded by general funds, for three ALPRs. This agreement was entered in May of 2024, with an annual cost of \$6,504.72. This agreement ends May 2029 with a total expenditure cost of \$32,523.60.

The purchase of ALPRs requires a five-year subscription term agreement with annual cost of \$19,514.16 for nine ALPRs. At the end of the five-year agreement, expenditure will be \$97,570.80. The aggregate total of the new ALPRs and those purchased in May of 2024 will be \$130,094.40.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$19,514 .16	BUDGETED:	\$ 20,000.00
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	\$ 19,514.16	General Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget authority is programmed in the City Council approved FY2026 Budget and financial forecast to expand this subscription.

ADDITIONAL INFORMATION:

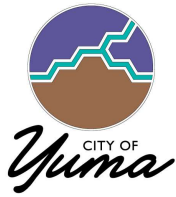
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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- ☐ Department
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- ☐ 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



City of Yuma

City Council Report

File #: MC 2025-164

Agenda Date: 11/5/2025

Agenda #: 5.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☐ Safe & Prosperous ☒ Active & Appealing ☐ Respected & Responsible	☒ Motion ☐ Resolution ☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged ☒ Unique & Creative	☐ Ordinance - Adoption ☐ Public Hearing

TITLE:

Cooperative Purchase Agreement: Lighting Improvements, Downtown Decorative Lighting

SUMMARY RECOMMENDATION:

Authorize the purchase and delivery of Decorative Light Poles and Decorative Lighting for the 200 block of Main Street through WESCO Distribution, Phoenix, Arizona utilizing the Sourcewell Contract for an expenditure of \$151,210.24. (Engineering-CPA-26-140) (David Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

Awarding this contract meets the desired outcome of Active and Appealing, as well as Unique and Creative by placing the new light poles and decorative lighting in Historic Downtown Yuma.

REPORT:

The City has been actively involved in numerous projects aimed at the revitalization of Historic Downtown Yuma. As part of these ongoing efforts, the City has noted that many of the ornate streetlight poles have become discolored and need replacement. In response to this, the City has formulated a comprehensive plan to address the issue.

In addition to replacing the discolored light poles, the City will also implement decorative lighting, similar to what is seen in other historic districts such as Little Italy in San Diego. Decorative lighting typically consists of strings of lights that create a festive and inviting atmosphere, enhancing the charm and appeal of the historic area.

The first phase of this project will focus on the 200 block of Main Street. The City will take direct responsibility for the purchase of the new light poles and decorative lighting. A separate electrical services contract will be utilized for the installation of both the light poles and the decorative lighting.

By integrating new lighting designs and replacing outdated fixtures, the City aims to enhance the visual appeal and safety of Historic Downtown Yuma, making it a more attractive destination for residents and visitors alike. These efforts reflect the City's commitment to preserving the historic character of the area while incorporating modern amenities that contribute to Downtown Yuma's vibrant community atmosphere.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$151,210.24	BUDGETED:	\$230,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$151,210.24	Riverfront Redevelopment Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the FY 2026 City Council approved budget to execute this purchase.

ADDITIONAL INFORMATION:

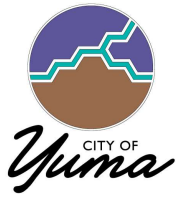
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

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



City of Yuma

City Council Report

File #: MC 2025-165

Agenda Date: 11/5/2025

Agenda #: 6.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Cooperative Purchase Agreement: AT&T 9-1-1 Call Handling Equipment and Services

SUMMARY RECOMMENDATION:

Authorize the purchase of 9-1-1 Call Handling Equipment and Services for the Emergency Dispatch Backup Center using a Cooperative Purchase Agreement through the State of Arizona, from vendor AT&T, Bedminster, New Jersey for total expenditure of \$394,655.78 (Engineering/Police-Public Safety Com. Ctr.-CPA-26-142) (David Wostenberg/Thomas Garrity/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous by providing an Emergency Dispatch Backup Center to ensure that Public Safety entities continue to provide premier services in the event of unforeseen emergencies.

REPORT:

The AT&T Next Generation 9-1-1 Call-Handling Equipment and Services are currently utilized by the Yuma Regional Communications System (YRCS). The proposed acquisition of comparable equipment and services for the City's new Backup Dispatch Center will ensure full alignment with YRCS. This strategic investment will support seamless integration with the region's telecommunications infrastructure, thereby enhancing operational efficiency and strengthening public safety response capabilities.

The need for a dedicated Backup Dispatch Center was underscored during a minor power outage in 2023, which revealed that both the primary and backup dispatch locations were connected to the same power grid-resulting in a complete loss of dispatch functionality during the incident.

To address this critical vulnerability, the new Backup Dispatch Center is being constructed at a location served by a separate power grid. This facility is specifically designed to ensure operational continuity during emergencies and is anticipated to be completed by Spring 2026.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 394,655.78	BUDGETED:	\$ 2,000,000.00
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	\$ 394,655.78	111-97-77.8140	\$394,655.78 budgeted

FISCAL IMPACT STATEMENT:

Sufficient budget authority is provided in the City Council FY 2026 approved budget to execute this purchase.

ADDITIONAL INFORMATION:

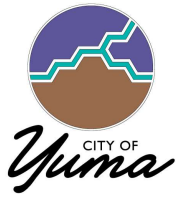
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

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



City of Yuma

City Council Report

File #: MC 2025-166

Agenda Date: 11/5/2025

Agenda #: 7.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Cooperative Purchase Agreement: Fire Service Apparatus

SUMMARY RECOMMENDATION:

Authorize the purchase of one Pierce Velocity PUC Pumper, utilizing the Cooperative Purchase Agreement originated by the Houston-Galveston Area Council, at a cost of \$1,431,037.83 to: Hughes Fire Equipment, Inc. / Pierce Manufacturing, Inc., Appleton, Wisconsin. (Fire Department-CPA-26-126) (John Louser/Robin R. Wilson)

STRATEGIC OUTCOME:

This action advances the City Council's strategic outcome of creating a Safe and Prosperous community by equipping first responders with the necessary resources to serve the community.

REPORT:

This engine will be engineered to accommodate six firefighters securely, transport water, and carry essential equipment necessary for addressing major fires, emergency medical situations, hazardous material incidents, technical rescues, and automobile extrications. The unit is designed to optimize space for firefighting equipment while maintaining high pump performance.

The construction of this unit is projected to take approximately 55 months. Staff is requesting to secure the current price and prevent any price increase before January 2026. This unit is designated for future Fire Station #8.

Additional equipment is required to fully outfit the apparatus and ensure it is response-ready will be procured through separate contracts closer to delivery of the apparatus. The estimated cost of equipment is \$300,000 (in today's dollars).

FISCAL REQUIREMENTS:

CITY FUNDS:	\$1,431,037.83	BUDGETED:	\$4,004,000.00
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	\$1,431,037.83	Public Safety Tax and Development Fees	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity for Fire facilities and equipment is provided in the City Council approved FY 2026 budget.

With delivery time spanning 55 months, cash will be encumbered and carried forward years' budget until the apparatus is received.

ADDITIONAL INFORMATION:

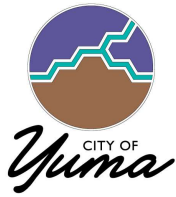
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

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



City of Yuma

City Council Report

File #: MC 2025-167

Agenda Date: 11/5/2025

Agenda #: 8.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Contract Increase: Construction Management Services for Desert Dunes Water Reclamation Facility Capacity Increase

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute Change Order No.1 to the construction management services contract for the Desert Dunes Water Reclamation Facility Capacity Increase Project in the amount of \$1,727,603.20 for a total cost not to exceed \$4,346,471.20 to Consultant Engineering Inc. (CEI) of Phoenix, Arizona. (Engineering-RFQ-22-201) (Dave Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's vision and strategic outcome of Safe and Prosperous. The Construction Management/Administration Services for the Desert Dunes Water Reclamation Facility Capacity Project will continue ensuring the achievements of key items for the construction of the project such as quality, budget and timely completion.

REPORT:

On May 17, 2023, City Council approved the contract with Consultant Engineering Inc. (CEI) for construction management services in the amount of \$2,618,866.00. The contract included an estimated duration of 35 months from the initiation of their work in March 2023, in advance of contract execution, which included 5 months of preconstruction time and 18 months of construction time according to on-going discussions with the City's contractor, PCL Construction, Inc. Also included was a 12-month closeout and single warranty phase.

The final Guaranteed Maximum Price and construction contract with PCL was approved by City Council on December 6, 2023 with a planned construction schedule of 39 months, including 12 months for review and approval of submittals, requests for information (RFI's), and equipment purchases, plus 27 months for construction, in addition to the original planned five months of preconstruction phase, which had extended to nine months.

Due to the contractor's final schedule and delivery approach modifications, the contract with CEI needs to be modified to cover the extended construction duration in the contract with the construction contractor, PCL.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$1,727,603.20	BUDGETED:	\$ 86,000,000.00
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	\$1,727,603.20	Water Capacity Fund	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the City Council FY 2026 Budget and Capital Improvement Plan to award this change order.

ADDITIONAL INFORMATION:

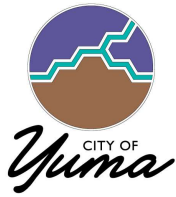
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NONE

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- ☒ Department
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- ☐ 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



City of Yuma

City Council Report

File #: MC 2025-176

Agenda Date: 11/5/2025

Agenda #: 9.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	☐ Safe & Prosperous	☒ Motion
	☒ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Procurement	☐ Unique & Creative	☐ Public Hearing

TITLE:

Contract Increase: East Mesa Community Park, Phase 1 - Bid Alternates

SUMMARY RECOMMENDATION:

Authorize a contract increase for additional bid alternates to East Mesa Community Park, Phase 1, from bond and donation funding in the amount of \$3,018,556.03 for a total expenditure of \$20,971,593.72 to Gutierrez Canales Engineering, PC, Yuma, Arizona. (Engineering-RFQ-23-258) (Eric Urfer/David Wostenberg/ Robin R. Wilson).

STRATEGIC OUTCOME:

Providing services and amenities, such as parks and open spaces, aligns with the City Council's strategic outcome of promoting an active and appealing community. Additionally, through donations, it supports the goals of fostering connection, engagement, respect, and responsibility within the community.

REPORT:

On November 6, 2024, Yuma City Council approved the bid award for East Mesa Community Park, Phase 1, which included the base bid plus two of the 26 bid alternates resulting in a total bid award of \$17,213,372.57.

On February 5, 2025, the Yuma City Council approved an increase in the contract for three additional bid alternatives, financed by a grant from the Land and Water Conservation Fund and a donation from Onvida Health. The additions include Shade Structure Bid Alt A1b, Shade Structure Bid Alt A1a, and Sensory Playground Bid Alt D4, amounting to \$739,665.12. This adjustment brings the new contract total to \$17,953,037.69.

The new bid alternates that will be added to the contract are the following main components:

- Bid alt #5 - Primary Splash Pad \$1,077,631.11
- Bid alt #6 - Shade Structure at Primary Splash Pad: \$155,184.12
- Bid alt #7 - 2-5-Year-Old Splash Pad: \$254,199.24 (Chapman Donation)
- Bid alt #8 - Water Journey Splash Pad: \$347,294.39
- Bid alt #15 - Zipline 1 & Hydra Swing: \$437,681.55
- Bid alt #16 - Shade Structure 4: \$115,920.00
- Bid alt #17 - 2-5-Year-Old Playground: \$492,133.88
- Bid alt #18 - Shade Structure 5: \$126,063.00
- Bid alt #27 - Pump Enclosure Surface: \$12,448.74

The contract increase for the alternates will be a total of \$3,018,556.03 for a contract total of \$20,971,593.72.

With the additional alternates being added, it is anticipated that completion will be in the winter of 2026.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 3,018,556.03
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 254,199.24 \$ 2,764,356.79	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 3,018,556.03	Bonds and Donations	

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved Budget and Capital Improvement Plan (CIP) to award this alternate bid. CIP projects are deferred to future years and will not impact operations.

ADDITIONAL INFORMATION:

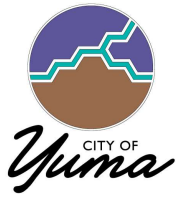
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Acting City Administrator: Jennifer Reichelt for John D. Simonton	Date: 10/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 10/27/2025



City of Yuma

City Council Report

File #: MC 2025-168

Agenda Date: 11/5/2025

Agenda #: 10.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☐ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION: Procurement	☒ Respected & Responsible	☐ Ordinance - Introduction
	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Declaration of Surplus and Authorize Donation: Fire Safety Gear and Equipment

SUMMARY RECOMMENDATION:

Authorize the donation of various safety equipment that is no longer needed at the Yuma Fire Department to the Los Algodones, Mexicali B.C. Fire Department. (John Louser/Robin R. Wilson)

STRATEGIC OUTCOME:

Donating this equipment to a neighboring local community to meet the needs of their emergency responses furthers the City Council's strategic outcome of Respected and Responsible as the benefit to the greater Yuma community is far greater than the value of the surplus.

REPORT:

The Yuma Fire Department has identified various tools and equipment as surplus. The fair market value of this surplus equipment is approximately \$7,940. These items are no longer essential to the department's operations and have been replaced or deemed unnecessary.

The community of Algodones, Mexico, has expressed an urgent need for emergency response equipment. Due to limited financial capacity and infrastructure, Algodones is unable to obtain such equipment independently. The Yuma Fire Department requests that the surplus equipment be donated to Algodones to support their emergency response capabilities.

Pursuant to Yuma City Code Chapter 38-01, City Council must authorize the donation or sale of surplus property with a value of \$2,500.00 or more. As this equipment has a fair market value of approximately \$7,940, only City Council can authorize the donation to Algodones as surplus property.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NA

ADDITIONAL INFORMATION:

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

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



ESTACION DE BOMBEROS NO.7

"LOS ALGODONES"

CAP. JOSÉ GUILLERMO MONTIJO TOVAR

AV B Y CALLE SEXTA POBLADO LOS ALGODONES

BAJA CALIFORNIA MEXICO CP:21970

TEL: 658 517 7777

CEL: 686 339 9925

Los Algodones, Mexicali B.C. August 26th, 2025

HÉCTOR GAXIOLA

Fire Captain

Yuma Az. Fire Department:

SUBJECT: Equipment Request Letter for Firefighters

Dear Captain: I am pleased and honored to write this letter.

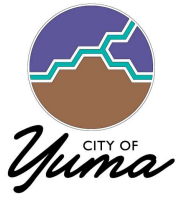
I would like to express my interest in requesting your support for our fire station with equipment. Unfortunately, our fire engine suffered an accident that resulted in the total loss of the emergency vehicle and all equipment, in which one of our sisters lost her life and another of our colleagues was seriously injured.

As a dedicated professional with a strong commitment to my community and emergency response, I am truly convinced that with teamwork and support among our fellow firefighters, it is possible to recover some of the material losses that we have suffered in recent days.

With over twenty years of experience in firefighting and emergency response, I have developed a great love for my work; but above all for my team. That is why I am particularly keen to show them that although it is true that our sister will not be returning, we can honor her memory by dedicating ourselves to providing quality care and service.



JOSE GUILLERMO MONTIJO TOVAR
STATION CAPTAIN
LOS ALGADONES FIRE DEPARTMENT



City of Yuma

City Council Report

File #: MC 2025-169

Agenda Date: 11/5/2025

Agenda #: 11.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Finance	☐ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Procurement	☒ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Software Subscription Renewal: Tyler Technologies

SUMMARY RECOMMENDATION:

Authorize the renewal of the annual software subscription for a total expenditure of \$179,965.61 to: Tyler Technologies, Inc., Dallas, TX (Finance/IT - RFP 2011000118) (Douglas Allen/Isaiah Kirk/Robin R. Wilson)

STRATEGIC OUTCOME:

Renewing the annual software subscription for Tyler Technologies financial software aligns with City Council's strategic outcome of Connected and Engaged by serving as the core software suite for managing Citywide financial services functions accurately and transparently.

REPORT:

Tyler Technologies Enterprise Resource Planning (ERP) software is used to manage all City of Yuma daily financial business activities and transactions such as budget, payroll, procurement, accounts payable, accounts receivable, utility billing and human resources. The software is accessible through a subscription and requires annual renewal.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 179,635.61	BUDGETED:	\$ 186,200.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING ACCOUNT/FUND #/CIP:	
TOTAL	\$ 179,635.61	General Fund	

FISCAL IMPACT STATEMENT:

Budget authority to continue this multi-year renewal is programmed in the City Council approved FY2026 Budget and financial forecast.

ADDITIONAL INFORMATION:

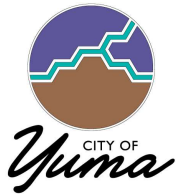
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NONE

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



City of Yuma

City Council Report

File #: MC 2025-170

Agenda Date: 11/5/2025

Agenda #: 12.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Fire	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION: Administration	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Mutual Aid Agreement - Rural Metro Fire Department, Inc.

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute all necessary documents to adopt the Mutual Aid Agreement between the City of Yuma, on behalf of the Yuma Fire Department, and Rural Metro Fire Department, Inc., for cooperative fire protection and emergency medical services. (Fire) (John Louser)

STRATEGIC OUTCOME:

This mutual aid agreement supports the City Council's strategic outcome of Safe and Prosperous through regional collaboration to enhance public safety.

REPORT:

The Yuma Fire Department (YFD) and Rural Metro Fire Department, Inc. (Rural Metro) each provide fire protection and emergency medical services within their respective service areas. At times, multiple emergency calls occur simultaneously or in locations where units are already committed to other incidents. In such situations, timely response is critical, and mutual assistance between agencies becomes essential.

YFD's jurisdiction borders that of Rural Metro, and in certain areas-particularly "county islands"-YFD units may be more centrally located to respond quickly. Conversely, in areas such as the East Mesa or along the freeway, Rural Metro may be better positioned to assist.

To enhance public safety and improve emergency response capabilities, YFD and Rural Metro propose entering into a Mutual Aid Agreement. This Agreement will allow both agencies to share resources and provide cooperative fire protection and emergency medical services when needed. Assistance will be rendered upon the official request and acceptance by the respective Fire Chiefs or their designees.

The initial term of the Agreement is three years. It may be renewed for an additional three-year term. Either party may terminate the Agreement through formal action by its governing body.

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:

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- ☒ City Clerk's Office
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Acting City Administrator: Jennifer Reichelt for John D. Simonton	Date: 10/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 10/26/2025

**MUTUAL AID AGREEMENT:
FIRE, EMERGENCY MEDICAL, AND RESCUE RESPONSE AGREEMENT
BETWEEN THE CITY OF YUMA, ARIZONA, AND RURAL/METRO FIRE
DEPARTMENT, INC.**

This Mutual Aid Agreement (“Agreement”), made and entered into on this ____ day of _____, 2025 (“Effective Date”), by and between the City of Yuma, Arizona, an Arizona municipal corporation (“Yuma”) acting through its Fire Department (“YFD”), and Rural Metro Fire Department, Inc., an Arizona corporation (“Rural/Metro”). Yuma and Rural/Metro may be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties maintain equipment and personnel for the suppression of fires, the provision of emergency medical care, the stabilization and containment of other emergencies within each of the Parties’ own jurisdiction and area; and,

WHEREAS, the Parties have rendered mutual aid to one another in the past, and anticipate a continuing demand for such mutual aid and cooperation in the use of their personnel and equipment in the future, for the safety, health and welfare of the people of their jurisdictions during a time of emergency; and,

WHEREAS, the Parties desire to provide the highest level of services in conjunction with the most effective use of local fire agency resources working collaboratively through inter-agency cooperation; and,

WHEREAS, the Parties desire to augment the capabilities available in their various establishments, districts, agencies, and municipalities in the events of emergencies of a magnitude that has developed or appears probable to develop beyond the control of a single Party, which therefore requires the combined forces of the Parties; and,

WHEREAS, the jurisdictional boundaries of the Parties are located such that mutual assistance in a fire or other emergency is feasible; and,

WHEREAS, the Parties desire to render public safety assistance to one another in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to enhance the fire protection and emergency medical services capabilities within the respective jurisdictions of the Parties by facilitating mutual aid and assistance. The agency requesting mutual aid and assistance pursuant to this Agreement is the “Requesting Agency” and the agency providing mutual aid and assistance pursuant to this

Agreement is the “Responding Agency”.

2. **Yuma Response to Rural/Metro Calls.** Yuma, through its YFD, may respond to calls for help received from a chief fire officer of Rural/Metro; provided, however, that response is to be given only when YFD is not otherwise occupied and only when the services of the responding unit can be spared by YFD with a margin of safety to protect YFD’s customers and their property. Rural/Metro agrees not to call for such help unless: (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by Rural/Metro equipment due to resources being committed to other fires, medical emergencies or rescue simultaneously; or (b) due to the geographical distance to the call for service it would be in the interest of public safety to seek assistance from a closer provider.

3. **Rural/Metro Response to Yuma Calls.** Rural/Metro may respond to calls for help received from a chief fire officer of Yuma; provided, however, that response is to be given only when Rural/Metro is not otherwise occupied and only when the services of the responding unit can be spared by Rural/Metro with a margin of safety to protect Rural/Metro’s customers and their property. Yuma agrees not to call for such help unless: (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by Yuma equipment due to resources being committed to other fires, medical emergencies or rescue simultaneously; or (b) due to the geographical distance to the call for service it would be in the interest of public safety to seek assistance from a closer provider.

4. **Mutual Aid Response To Request.**

4.1. Upon request, the commanding officer of the Responding Agency receiving the request (or his or her designee), shall immediately take the following action:

4.1.1. Immediately determine if the Responding Agency has apparatus, equipment, and personnel available to respond to the Requesting Agency.

4.1.2. Determine what apparatus, equipment and personnel should be dispatched.

4.1.3. Determine the mission to be assigned in accordance with the operating plans and procedures established by the Parties to this Agreement.

4.1.4. In the event the needed apparatus, equipment, and personnel are available, forthwith dispatch such apparatus, equipment, and personnel as, in the judgment of the senior officer receiving the request for Mutual Aid, should be sent, with proper operating instructions.

4.1.5. In the event the needed apparatus, equipment, or personnel is not available, the officer shall immediately advise the Requesting Agency of such fact.

4.1.6. The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

4.2. The rendering of Mutual Aid under the terms of this Agreement shall not be

mandatory and is contingent on the number of personnel and equipment available to the Responding Agency, the type and scope of the emergency, and the Responding Agency's prior obligations at the time of a request. The Responding Agency should immediately inform the Requesting Agency if, for any reason, that assistance cannot be rendered.

4.3. The Requesting Agency shall ensure appropriate fire fighter safety and rehabilitation services, including, but not limited to, appropriate medical care, food, water, fuel and other logistical support as necessary, are provided to all personnel, including the personnel of the Responding Agency, involved in the emergency response.

4.4. The Responding Agency shall report to the incident commander of the Requesting Agency to receive orders and direction from such official, provided that the Responding Agency's apparatus, equipment and personnel shall be under the immediate supervision of the officer in charge of the Responding Agency's apparatus, equipment, and personnel.

4.5. Each Party shall ensure that its personnel are properly equipped with all required personal protective equipment. Each Party shall retain ownership of any equipment it brings in performance of this Agreement and shall retain ultimate control of its personnel.

4.6. To ensure communications during emergency operations between fire departments belonging to a Party, interoperable radio frequencies for communications during Mutual Aid responses shall be made available.

4.7. Staff and Line Officers from each Party shall be trained in the Incident Command System ("ICS"), which shall be utilized for all Mutual Aid requests and responses.

4.8. The Responding Agency will be released by the Requesting Agency when the services of the Responding Agency are no longer required or in the event an emergency should occur in the Responding Agency's jurisdiction.

5. **Local Obligations.** It is mutually understood and agreed that this Agreement does not relieve any of the Parties from the necessary obligation of providing adequate fire protection and emergency services within its own jurisdiction. Each Party agrees that it shall use reasonable diligence in keeping its firefighting equipment in its possession up to adequate standards.

6. **Billing Non-Subscribers; Agreement not to bill for Mutual Aid Fire Services.** Nothing within this Agreement is intended to change or modify Rural/Metro's legal right to invoice Non-Subscribers the market rate for the services Rural/Metro provides in its service area, however Rural/Metro agrees that it will not bill for any services, personnel, equipment or resources provided by YFD for mutual aid fire services, or for mutual aid fire services Rural/Metro provides within YFD's jurisdiction. Nothing within this Agreement is intended to change or modify Rural/Metro's and/or YFD's ambulance transport service charges approved through the Arizona Department of Health Services.

7. **Term.** This Agreement shall commence on the Effective Date and continue in force for three (3) years, at which time the Agreement will be reviewed by the Parties and may be renewed thereafter for an additional three-year period on the annual anniversary hereof unless terminated by formal act of the governing body of either or both Parties to this Agreement. If terminated by

only one Party, the terminating Party must provide written notice of intention to terminate; this Agreement will terminate 30 days after such notice is given to the other Party.

8. **Assignment.** No Party may assign this Agreement without first obtaining the prior, written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party.

9. **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Prior to litigation in any court, the Parties agree to seek a mutually agreeable private or judicial mediator to attempt to resolve any dispute between the Parties. In the event mediation fails, the Parties submit to the jurisdiction of the Yuma County Superior Court or the United States District Court for the District of Arizona – Yuma Division, as appropriate.

10. **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default by the other Party.

11. **Employees/Volunteers.**

11.1. In connection with this Agreement, no employee or volunteer of either Party responding under this Agreement shall be deemed to be a loaned servant, employee, agent or volunteer of the requesting Party or any other Party. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein.

11.2. No agent, employee, or other representative of the Parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

11.3. Nothing in this Agreement limits any of the privileges and immunities of any Party, including, but not limited to, A.R.S. § 12-820 *et seq.* and A.R.S. § 9-500.02, as amended.

12. **Indemnity and Insurance.**

12.1. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, pursuant to Arizona law, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the Party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder, but only to the extent that any loss, damage, expense, and liability is attributable

to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive the revocation and/or termination of this Agreement.

12.2. Each Party shall secure and maintain in force during the life of this Agreement employer's liability insurance, commercial general liability, public liability and property damage and commercial automobile liability insurance, including contractual liability, with limits of not less than \$4,000,000.00 combined single limit per occurrence, together with statutory worker's compensation insurance, with limits not less than \$1,000,000 each accident/\$1,000,000 disease policy limit/\$1,000,000 disease each employee. All of the Party's policies required under this Agreement, except workers compensation, shall name and endorse the other Party as an additional insured, and all of the Party's policies required under this Agreement shall include an endorsed waiver of subrogation in favor of the other Party and be endorsed as Primary, Non-Contributory. The policies provided hereunder shall: (i) contain a provision whereby the insurance company agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled; (ii) be written on an occurrence basis; (iii) provide an endorsement indicating the coverage is primary, without right of contribution from any insurance of the other Party; and (iv) be maintained with companies either rated no less than A- in the most recent edition of "Best's Insurance Guide" or otherwise reasonably acceptable to the other Party. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. The amount of insurance required in this Section does not operate to limit the liability or indemnification responsibilities of the Parties as set forth in this Agreement.

Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for three years after this Agreement is terminated for any reason.

13. Non-Discrimination. Rural/Metro warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Rural/Metro shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Age Discrimination Act of 1975. The Parties agree to comply with Arizona Governor's Executive Order 2000-4, and Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts, Non-Discrimination in Employment by Government Cooperators and Sub Contractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5". Further, the Parties will not participate either directly or indirectly in the discrimination prohibited by the Genetic Nondiscrimination Act of 2008.

14. Legal Arizona Workers Act Compliance/E-Verify. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under

A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the papers of each of the others or any employee of either who performs work hereunder for the purpose of ensuring that the other Party is in compliance with the warranty set forth in this provision.

15. Non-appropriation/funding. This Agreement shall be subject to available funding for YFD, and nothing in this Agreement shall bind YFD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

16. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

17. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement, shall remain the property of that Party.

18. Amendments. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

19. Notices, Demands, and Communications Between the Parties. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

YUMA: City of Yuma
 Attn: City Administrator
 One City Plaza
 Yuma, Arizona 85364

RURAL/METRO: Rural Metro Fire Department
 Attn: Melissa Hilpert, Fire Chief
 2029 S. Arizona Ave.
 Yuma, AZ 85364

RURAL/METRO: American Medical Response
 Attn: General Counsel
 6363 S. Fiddlers Green Circle, St. 1400
 Greenwood Village, CO 80111

If either Party changes address, they must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing its address.

20. **Entire Agreement/Integration/Severability.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions.
21. **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of YFD and Rural/Metro. No other person shall have any right of action or claim under or by reason of this Agreement.
22. **No Partnership or Joint Venture.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.
23. **Non-Exclusive Agreement.** The Parties to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other agencies.
24. **Conflicts of Interest.** The provisions of A.R.S. § 38-511 are applicable to this Agreement.
25. **Israel.** Pursuant to A.R.S. § 35-393.01, Rural/Metro certifies that Rural/Metro is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel. However, the Parties recognize that the U.S. District Court for the District of Arizona has entered an injunction barring enforcement of this statute in *Mikkel Jordahl, et al., v. Mark Brnovich, et al.*, No. CV-17-08263- PCT-DJH, and unless and until the District Court's injunction is stayed or lifted, A.R.S. § 35-393.01 is unenforceable and Yuma will not take any action to enforce it.
26. **Attorneys' Fees and Costs.** If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.
27. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
28. **Compliance with All Laws.** Each Party shall comply with all applicable federal, state, and local laws, rules, regulations, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.
29. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this Agreement and bind their respective entities to the terms and obligations contained herein as of the Effective Date.

City of Yuma

By: _____
John D. Simonton
City Administrator

Rural/Metro

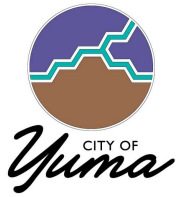
By: _____
Melissa Hilpert
Fire Chief

ATTEST:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM

Richard W. Files, City Attorney



City of Yuma

City Council Report

File #: MC 2025-171

Agenda Date: 11/5/2025

Agenda #: 13.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION:	☒ Respected & Responsible	☐ Ordinance - Introduction
Community Planning	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Final Plat: Livingston Ranch Unit No. 4

SUMMARY RECOMMENDATION:

Approve the Final Plat for the Livingston Ranch Unit No. 4 Subdivision. The property is located at the northeast intersection of 38th Street and the Avenue B ½ alignment. (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This subdivision furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible, as the approval of the final plat will facilitate the development of new housing opportunities, a project that will be responsibly constructed, meeting all codes and requirements of the City.

REPORT:

The subject property was annexed into the City of Yuma on May 18, 2005. Shortly after annexation, the property was zoned to the Low Density Residential (R-1-6) District with the intent of developing a single-family residential subdivision. This property will become the fourth phase of the Livingston Ranch Subdivision.

The subject property consists of approximately 38.26 acres. This phase of development is planned for 112 residential lots ranging in size from 7,437 square feet to 20,452 square feet. As specified in the Yuma City Code §154-05.04, the following are some of the development standards required for a development within the Low Density Residential (R-1-6) District:

1. The maximum lot coverage in the Low Density Residential (R-1-6) District shall not exceed 50% of the lot area;
2. A minimum front yard setback of 20 feet;
3. A minimum side yard setback of 7 feet;
4. A minimum rear yard setback of 10 feet;
5. A maximum building height of 40 feet; and
6. A requirement for each lot to provide two off-street parking spaces, appropriately located.

With this phase of development, staff will require that a Municipal Improvement District (MID) be established for the long-term maintenance of required subdivision landscaping. The MID will need to be established prior to the issuance of any residential building permits.

Approval of the final plat for the Livingston Ranch Unit No. 4 Subdivision, shall be subject to the following conditions:

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
4. Any easements on other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the "utilities") to:
 - a. pay to cross the easement to reach any structure on the lot;
 - b. prevent the utilities from providing service to any structure on a lot; or
 - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers crossing the easement.
5. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.
6. All exterior subdivision fencing shall be constructed of masonry. Access gates, whether vehicular or pedestrian, shall not be permitted along the exterior masonry fencing for the subdivision phase. Such fencing can be removed during the construction of pools, in order to access utility or drainage easements, or during other residential construction; however, such masonry fencing and adjacent landscaping will need to be replaced accordingly.
7. The Owner/Developer shall be required to establish a Municipal Improvement District (MID) prior to the recording of a final plat.
8. A time frame of build-out for the subdivision shall be submitted to the Yuma Crane School District to enable the districts to adequately plan for future school facilities.
9. An 8 ½" X 11" paper copy of this subdivision plat, showing the location of the group mailboxes and signed as APPROVED by the local Yuma Postmaster, shall be submitted to the City within sixty (60) calendar days of the effective date of approval of the subdivision final plat and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the approval of the plat is null and void.
10. After the final plat has been approved by City Council, the applicant/developer shall have two years to record the approved plat, or the final plat approval shall be null and void.

The preliminary plat for the Livingston Ranch Unit No. 4 Subdivision, was approved by the Planning and Zoning Commission on January 11, 2021.

EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:**QUESTIONS FOR STAFF** - None**PUBLIC COMMENT** - None**MOTION:**

“Motion by Lorraine Arney - Planning and Zoning Commission, second by Joshua Scott - Planning and Zoning Commissioner, to **APPROVE SUBD-31702-2020**, subject to the **Conditions of Approval in Attachment A**. Motion carried unanimously, (4-0) with three absent.’

Planning and Zoning Commission Staff Report - Attached

The City Council's approval of this motion accepts the final plat of the Livingston Ranch Unit No. 4 Subdivision, as submitted, including the conditions of approval set forth.

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:

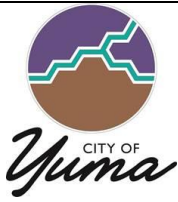
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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



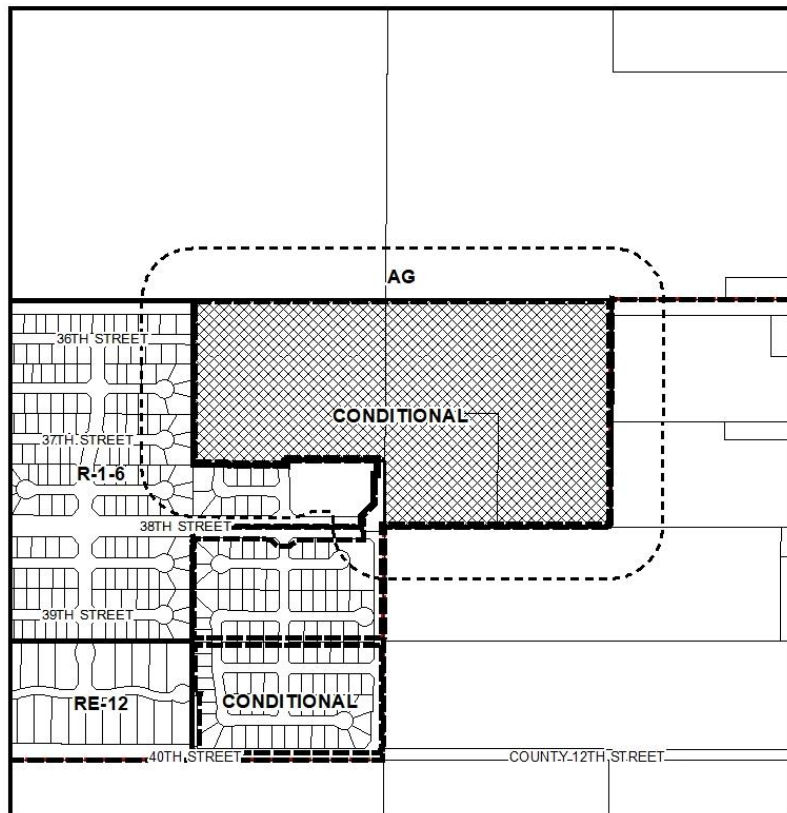
STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY PLANNING DIVISION
CASE TYPE – PRELIMINARY SUBDIVISION
CASE PLANNER: ALYSSA LINVILLE

Hearing Date: January 11, 2021 **Case Number:** SUBD-31702-2020

Project Description/Location: This is a request by Dahl, Robins & Associates, Inc., on behalf of Barkley Limited Partnership, for approval of the preliminary plat for the Livingston Ranch Units No. 3 and 4 Subdivision. This subdivision will contain approximately 65.3 acres, and is proposed to be divided into 176 residential lots, ranging in size from 7,395 square feet to 19,451 square feet. The property is located near the northwest and northeast corner of 38th Street and the Avenue B½ alignment, Yuma, AZ.

	Existing Zoning	Existing Land Use	Designated Land Use
Site	Agriculture/Conditional Low Density Residential (AG/Cond. R-1-6)	Undeveloped	Low Density Residential
North	Agriculture (AG)	Agriculture	Low Density Residential
South	Low Density Residential (R-1-6); Yuma County	Single-Family Residences; Agriculture	Low Density Residential
East	Yuma County	Agriculture	Low Density Residential
West	Low Density Residential (R-1-6)	Single-Family Residences	Low Density Residential

Location Map



Prior site actions: Annexation: Ord. O2005-38 (May 18, 2005); Rezone: Ord. O2005-61 (August 17, 2005; Agriculture (AG) to Low Density Residential R-1-6))

Staff Recommendation: Staff recommends **APPROVAL** of the preliminary plat for the Livingston Ranch Units No. 3 and 4 Subdivision, subject to the conditions outlined in Attachment A.

Suggested Motion: Move to **APPROVE** Preliminary Plat SUBD-31702-2020 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

Effect of the Approval: By approving the preliminary plat, the Planning and Zoning Commission is acknowledging the street and lot layout of the Livingston Ranch Units No. 3 and 4 Subdivision which includes 176 lots ranging in size from 7,395 square feet to 19,451 square feet for the property located near the northwest and northeast corner of 38th Street and the Avenue B½ alignment, subject to the conditions of the rezoning and the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma Subdivision Code and General Plan and is compatible with surrounding land uses.

Staff Analysis: The subject properties were annexed into the City of Yuma on May 18, 2005. Shortly after annexation, the subject properties were zoned to the Low Density Residential (R-1-6) District with the intent of developing a single-family residential subdivision. These property will become the third and fourth phase of the Livingston Ranch Subdivision.

The subject properties consist of approximately 65 acres and feature frontage along 38th Street and the Avenue B½ alignment. This phase of development is slated to feature residential lots ranging in size from 7,395 square feet to 19,451 square feet. Further specified in Yuma City Code §154-05.04, the following are some of the development standards required of a development with the Low Density Residential (R-1-6) District:

1. The maximum lot coverage in the Low Density Residential (R-1-6) District shall not exceed 35% of the lot area;
2. A minimum front yard setback of 20 feet;
3. A minimum side yard setback of 7 feet;
4. A minimum rear yard setback of 10 feet;
5. A maximum building height of 40 feet; and
6. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

With these phases of development, staff will be requiring that a Municipal Improvement District (MID) be established for the maintenance of required subdivision landscaping. The MID for each phase will need to be established prior to the issuance of any residential building permits.

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

Yes. The preliminary plat meets dimensional standards and development standards for the Low Density Residential (R-1-6) District.

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

Yes. The preliminary plat will comply with the criteria set forth in the City of Yuma Subdivision Code.

Standard	Subdivision						Conforms			
Lot Size	Minimum:	7,395 SF			Maximum:	19,451 SF	Yes	X	No	
Lot Depth	Minimum:	118 FT			Maximum:	186 FT	Yes	X	No	
Lot Width/Frontage	Minimum:	50 FT			Maximum:	102 FT	Yes	X	No	
Setbacks	Front:	20 FT	Rear:	10 FT	Side:	7 FT	Yes	X	No	
District Size	65.3	Acres					Yes	X	No	
Density	2.69	Dwelling units per acre					Yes	X	No	

Issues:

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

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

Land Use Element:																	
Land Use Designation:				Low Density Residential													
Issues:				None													
Historic District:		Brinley Avenue				Century Heights				Main Street				None		X	
Historic Buildings on Site:				Yes				No		X							
Transportation Element:																	
FACILITY PLANS																	
TRANSPORTATION MASTER PLAN				Planned		Existing		Gateway		Scenic		Hazard		Truck			
38 th Street – Local Street				29 FT H/W ROW		62 FT H/W ROW											
Bicycle Facilities Master Plan				38 th Street – Existing Bike Lane													
YCAT Transit System				N/A													
Issues:				Phase 4 access along 38 th Street needs approval from USBR													
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 Community Park				Future: Smucker Community Park											
Linear Park:		Existing: East Main Canal Linear Park				Future: 36 th Street Linear Park											
Issues:				None													
Housing Element:																	
Special Need Household:				N/A													
Issues:				None													
Redevelopment Element:																	
Planned Redevelopment Area:				N/A													
Adopted Redevelopment Plan:				North End:				Carver Park:				None:		X			
Conforms:				Yes				No				N/A					
Conservation, Energy & Environmental Element:																	
Impact on Air or Water Resources				Yes				No		X							
Renewable Energy Source				Yes				No		X							
Issues:				None													
Public Services Element:																	
<u>Population Impacts</u> Population projection per 2013-2017 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; Water Consumption: 300 gallons per day per person; Wastewater generation: 100 gallons per day per person				Dwellings & Type		Projected Population		Police Impact		Water Consumption		Wastewater Generation					
				<i>Single Family</i>													
				Proposed	Per Unit			Officers		GPD		AF		GPD			
				176	2.8	493		0.93		147,840		165.6		49,280			
Fire Facilities Plan:				Existing: Fire Station No. 6				Future: Fire Station No. 6									
Water Facility Plan:				Source:		City		X		Private		Connection		10" PVC			

Sewer Facility Plan:	Treatment:	City	X	Septic		Private		10" PVC
Issues:	None							
Safety Element:								
Flood Plain Designation:	Flood Zone X		Liquefaction Hazard Area:			Yes	X	No
Issues:	Groundwater 6' to 12' deep							
Growth Area Element:								
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 th St		Avenue B & 32 nd St.			
	North End	Pacific Ave & 8 th St	Estancia	None	X			
Issues:	None							

Public Comments Received: None Received.

External Agency Comments: See Attachment D.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: December 14, 2020

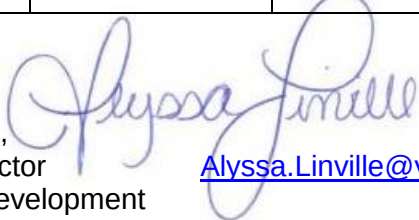
Final staff report delivered to applicant on: December 23, 2020

☒	Applicant agreed with all of the conditions of approval on: December 17, 2020
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

Attachments

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

Prepared By:
Alyssa Linville,
Assistant Director
Community Development



Alyssa.Linville@yumaaz.gov

Date: December 22, 2020

(928)373-5000, ext. 3037

**ATTACHMENT A
PRELIMINARY PLAT
CONDITIONS OF APPROVAL**

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

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

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

City Attorney Comments: (928) 373-5058:

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

Engineering Comments: Andrew McGarvie, Engineering Manager (928)373-5000, x 3044:

7. Owner/developer shall dedicate to the City of Yuma a 1-foot non-access easement along the Yuma Mesa Conduit right of way, as well as along the Central Canal right of way.
8. Owner/developer shall dedicate to the City of Yuma a 1-foot non-access easement across all corner triangles in conformance with City of Yuma Construction Standard 2-096.
9. All exterior subdivision fencing shall be constructed of masonry. Access gates, whether vehicular or pedestrian, shall not be permitted along the exterior masonry fencing for the subdivision phase,

including fencing along 38th Street and the Avenue B½ alignment. Such fencing can be removed during the construction of pools, in order to access utility or drainage easements, or during other residential construction; however, such masonry fencing and adjacent landscaping will need to be replaced accordingly.

10. Owner/developer shall install a water-tight subdivision perimeter wall adjacent to and along the Central Canal.
11. Storm water retention basins shall be free of ground water and dry up within 5 days after a design storm in conformance with City of Yuma code §192-04(I).

Fire Department Conditions: Kayla Franklin, Fire Marshal, (928) 373-4865:

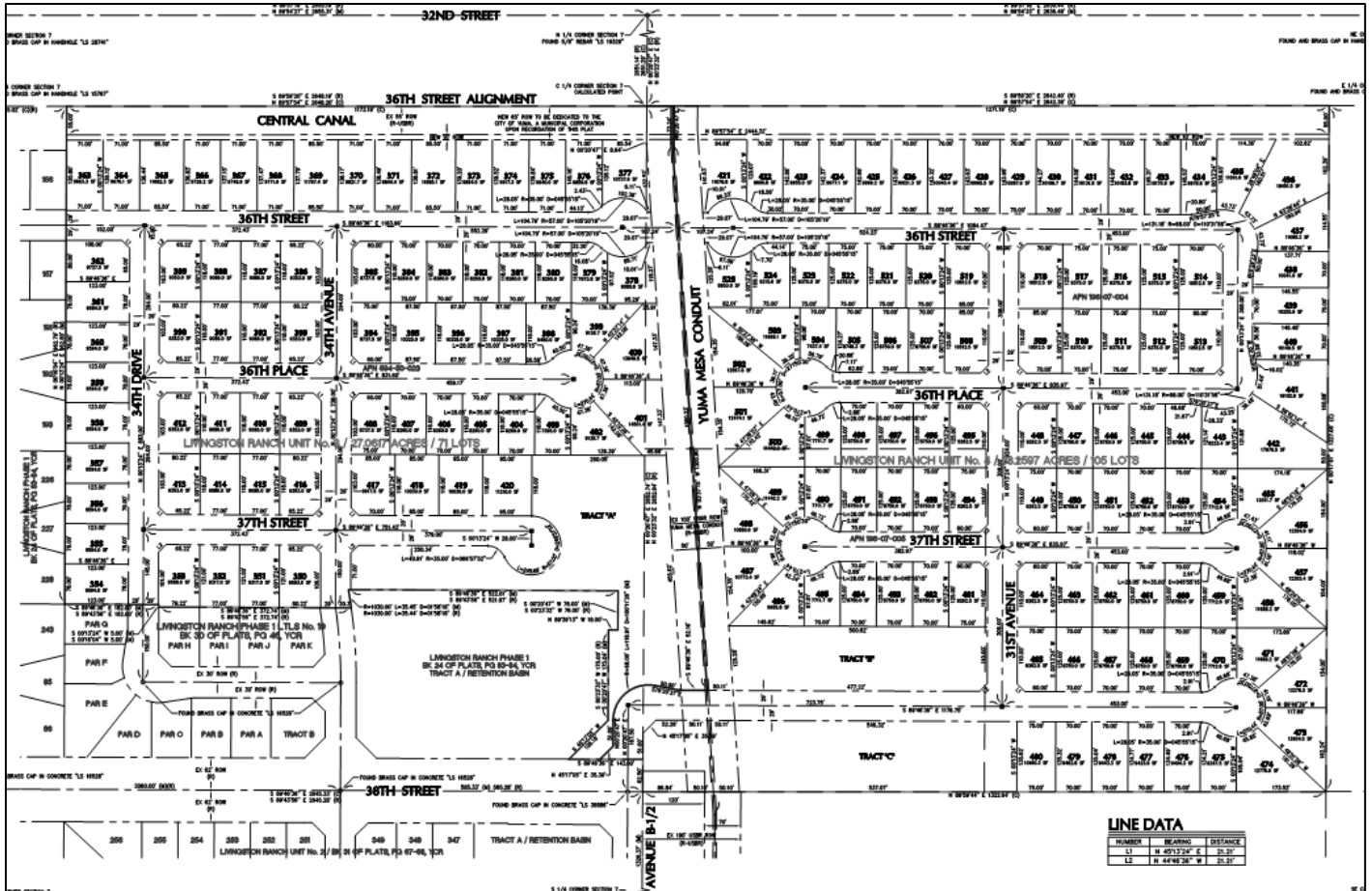
12. Must provide adequate paved primary and secondary fire department access.

Community Planning Conditions: Alyssa Linville, Assistant Director of Community Development, (928) 373-5000, ext. 3037:

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

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

ATTACHMENT B PRELIMINARY PLAT MAP



**ATTACHMENT C
AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** (12/18/20)
- **300' Vicinity Mailing:** (09/10/20)
- **34 Commenting/Reviewing Agencies noticed:** (09/10/20)
- **Site Posted on:** (01/04/21)
- **Neighborhood Meeting:** (N/A)
- **Hearing Date:** (01/11/21)
- **Comments due:** (09/21/20)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	09/10/20	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	Yes	09/11/20		X	X
Yuma County Planning & Zoning	NR				
Yuma County Assessor	Yes	09/22/20	X		
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.	Yes	09/14/20	X		
Yuma Irrigation District	Yes	09/11/20	X		
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	09/16/20	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	Yes	09/14/20		X	
Building Safety	NR				
City Engineer	Yes	09/23/20		X	
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	09/16/20			X
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D
AGENCY COMMENTS**

● COMMENT NO COMMENT

Enter comments below:

1. YCWUA Serial No. S-1063 (38.00 AC) & S-1443 (21.87 AC) will need to be converted.
2. Add a 1' Non-Access Easement to the north side of lots 363-377 & 431-436.
3. Please provide a full set of the engineering plans to the YCWUA for normal review and comment.

DATE: 9/11/20 NAME: Omar Peñuñuri TITLE: Sr. Eng. Tech, Lands & ROW
AGENCY: YCWUA
PHONE: 928-627-8824

☒ Condition(s)

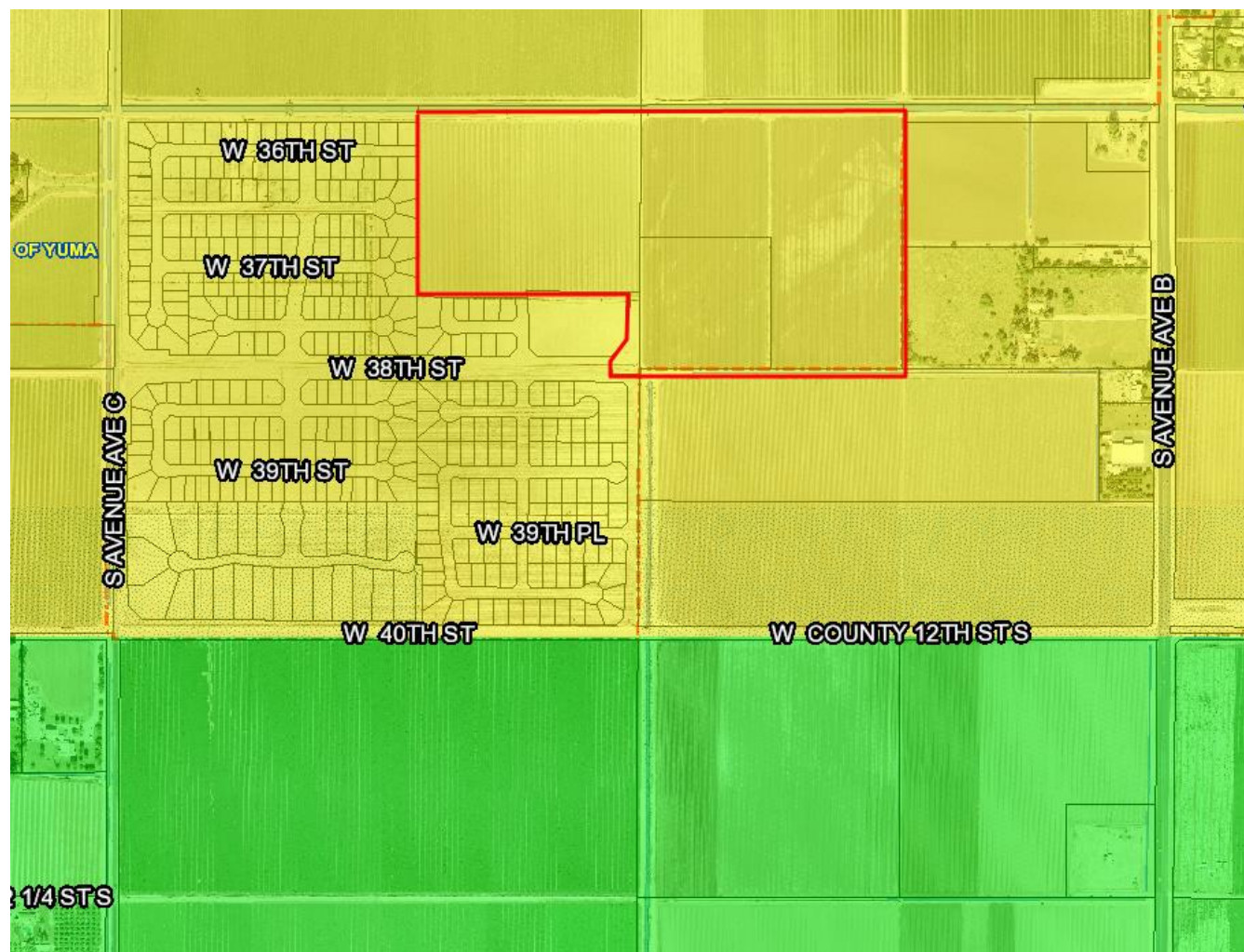
☐ No Condition(s)

☐ Comment

Enter conditions here: Marine Corps Air Station (MCAS) Yuma has reviewed the request for APNs 196-07-004, 196-07-005, and 694-50-023. The proposed preliminary plat is located just outside the Accident Potential Zone (APZ) II for Runway 8. MCAS requests an Aviation Easement be recorded that recognizes the noise, interference or vibrations due to aviation operations that may occur at the nearby MCAS Yuma/Yuma International Airport Aviation Complex and its associated flight paths. Please send a copy of the recorded easement to MCASYUMA_CPLO@usmc.mil. Thank you for the opportunity to review and comment.

DATE: 16 Sep 2020 NAME: Antonio Martinez TITLE: Community Liaison Specialist
CITY DEPT: MCAS Yuma
PHONE: (928) 269-2103
RETURN TO: Alyssa Linville
Alyssa.Linville@YumaAZ.gov

ATTACHMENT E
AERIAL PHOTO



LIVINGSTON RANCH UNIT No. 4

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE OF PREPARATION: SEPTEMBER 2025 NUMBER OF LOTS: 112 ACREAGE: 38.2597 ACRES

DEDICATION

STATE OF ARIZONA } ss
COUNTY OF YUMA }
KNOW ALL MEN BY THESE PRESENTS:
THAT HH HOLDCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY; THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 9 SOUTH, RANGE 23 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME OF "LIVINGSTON RANCH UNIT No. 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS CONSTITUTING SAID "LIVINGSTON RANCH UNIT No. 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT, AND THAT HH HOLDCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF YUMA FOR THEIR USE AND BENEFIT. TRACT "A" IS HEREBY DEDICATED TO THE CITY OF YUMA AS A LANDSCAPE AREA, TRACT "B" IS HEREBY DEDICATED TO THE CITY OF YUMA AS A STORM WATER RETENTION BASIN. THE EASEMENTS ARE DEDICATED TO THE CITY OF YUMA FOR THE PURPOSES SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS IS HEREBY GRANTED.

IN WITNESS WHEREOF HH HOLDCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF TOBURN C. JONES, VICE PRESIDENT OF BAA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY MANAGER OF HH HOLDCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THEREUNTO DULY AUTHORIZED ON THIS DAY _____ OF _____, 2025

BY: BAA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: TOBURN C. JONES
ITS: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF YUMA }
ON THIS _____ DAY OF _____, 2025 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED TOBURN C. JONES, WHO ACKNOWLEDGED HIMSELF TO BE VICE PRESIDENT OF BAA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY MANAGER OF HH HOLDCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER

IN WITNESS WHEREOF
I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVED

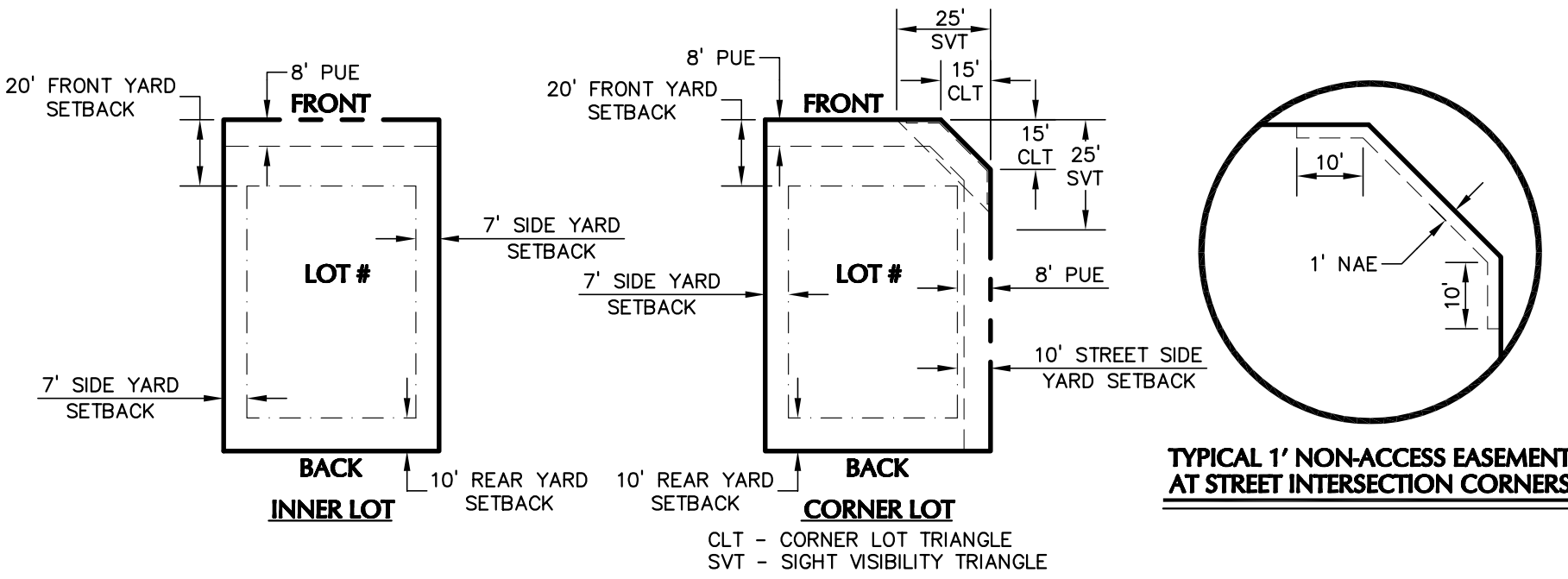
DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF YUMA ENGINEER

STATE OF ARIZONA } ss
COUNTY OF YUMA }
THIS SUBDIVISION, AS SHOWN HEREON, HAS BEEN APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUMA, ON THIS _____ DAY OF _____, 2025

MAYOR
ATTEST:

CITY CLERK



TYPICAL LOT LAYOUT R-1-6 LOW DENSITY RESIDENTIAL

LEGEND

- — — — — CENTERLINE / SECTION LINE
- — — — — ALIQUOT LINE
- — — — — SUBDIVISION BOUNDARY
- — — — — RIGHT OF WAY LINE
- — — — — SETBACK LINE
- — — — — EASEMENT LINE (TYPE AS SHOWN)
- 400 NEW LOT NUMBER
- 10,000.00 SF NEW LOT AREA
- NEW STREET MONUMENT
- SET 1/2" REBAR W/CAP "RLS 31018"
- EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- PG PG
- YCR YUMA COUNTY RECORDS
- (M) MEASURED DATA
- (C) CALCULATED DATA
- (R) RECORD DATA PER AMENDED PLAT OF LIVINGSTON RANCH PHASE 1, BK 24 OF PLATS, PAGE 83-84, YCR
- (R-USBR) RECORD DATA PER USBR YUMA MESA WELL FIELD & CONDUIT PLAN, DATED 4/2/1964, DWG No. 423-303-1281 TO 1283

OWNER/DEVELOPER

HH HOLDCO, LLC
1818 S. LETVIN AVENUE
YUMA, AZ 85365

CURRENT ZONING

R-1-6 LOW DENSITY RESIDENTIAL

BASIS OF BEARINGS

1983 US STATE PLANE COORDINATE SYSTEM (ARIZONA WEST)
AS MEASURED BY KINEMATIC GPS OBSERVATIONS

FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE X DESIGNATION (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), AS DETERMINED BY THE FEMA FEDERAL INSURANCE RATE MAPS

MAILBOX NOTES

- 3 - 16 SLOT CBU'S ON 31ST AVE, NEXT TO LOTS 443 & 444
- 4 - 16 SLOT CBU'S ON 31ST AVE, NEXT TO EXISTING 495 & 504

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SURVEYOR'S NOTE

- 1. ALL NEW PROPERTY CORNERS TO BE SET 1/2" REBAR WITH CAP STAMPED "LS 31018"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING SEPTEMBER 2025 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF YUMA, ARIZONA



KEVIN A. DAHL RLS NO. 31018

LAND SURVEYOR

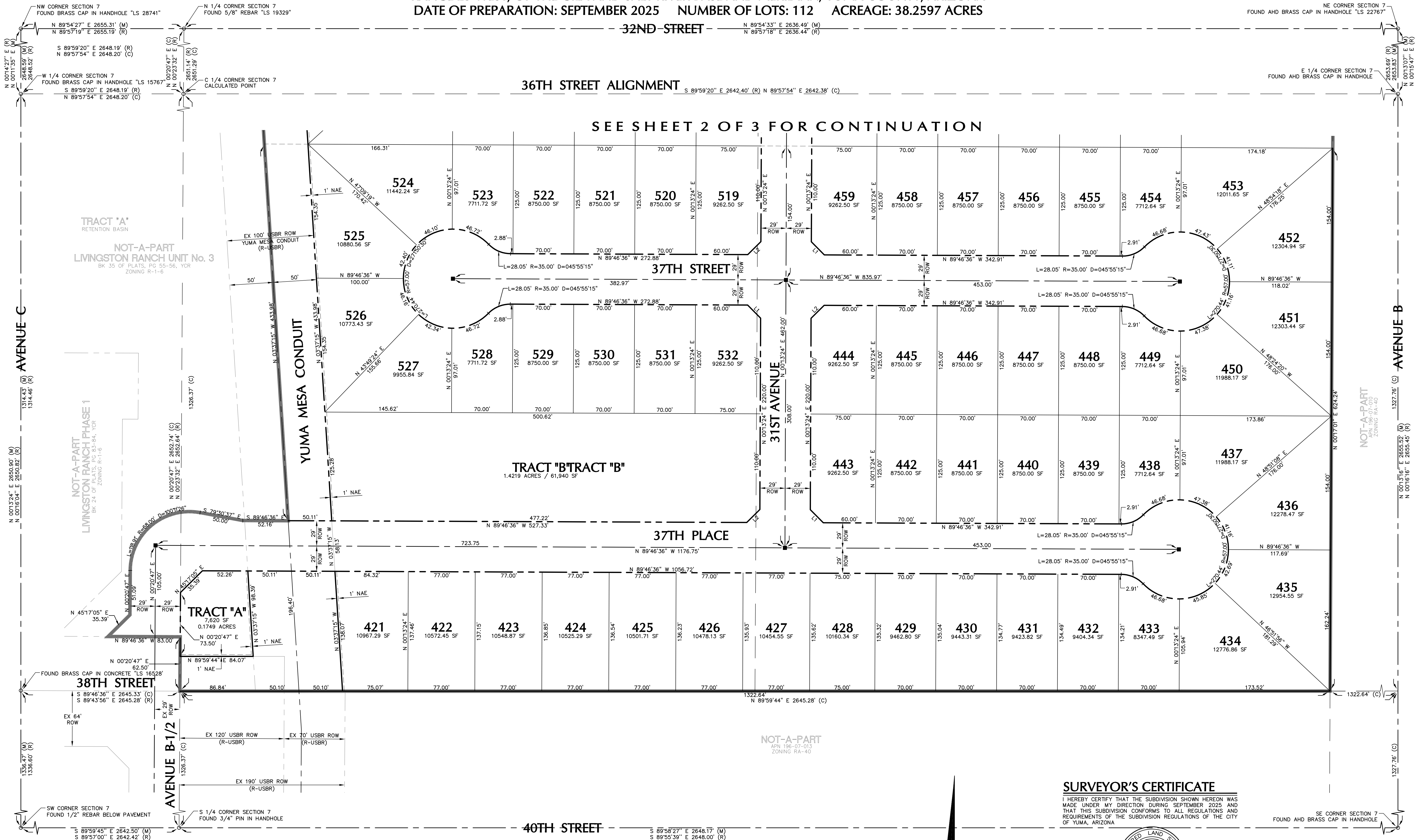
1560 S. 5th Avenue
Yuma, AZ 85504
Phone: (928) 819-0825
Fax: (928) 819-0826
www.dahlrobinson.com
DRA Job: 25049

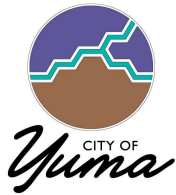
DAHL, ROBINS & ASSOCIATES, INC.



LIVINGSTON RANCH UNIT No. 4

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE OF PREPARATION: SEPTEMBER 2025 NUMBER OF LOTS: 112 ACREAGE: 38.2597 ACRES





City of Yuma

City Council Report

File #: MC 2025-172

Agenda Date: 11/5/2025

Agenda #: 14.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION:	☒ Respected & Responsible	☐ Ordinance - Introduction
Community Planning	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Final Plat: Desert Sands Unit 5

SUMMARY RECOMMENDATION:

Approve the final plat for Desert Sands Unit 5 Subdivision. The property is located near the intersection of 45th Street and Buckthorn Drive. (Community Development/ Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This subdivision furthers the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible, as the approval of the final plat will facilitate the development of new housing opportunities, a project that will be responsibly constructed, meeting all codes and requirements of the City.

REPORT:

The subject property was annexed into the City of Yuma on January 2, 1998, and in 2004 a General Plan Amendment was approved changing the land use designation from Suburban Density Residential to Low Density Residential. Subsequently, in 2019 it was rezoned from the Agriculture (AG) District to the Low Density Single-Family Residential (R-1-5) District. The subject property is currently undeveloped and is intended to be the fifth phase of the Desert Sands Subdivision.

Encompassing approximately 27.40 acres, the site is located south of Desert Sands Unit 2, near 45th Street and Buckthorn Drive. The proposed development includes 112 single-family residential lots, with lot sizes ranging from 5,079 to 14,841 square feet, in compliance with the R-1-5 zoning requirements. Additionally, Unit 5 will include a retention basin serving the entire Desert Sands community, enhanced with landscaping and a walking path.

Further specified in §154-05.05, the following are some of the development standards required within the Low Density Single-Family Residential (R-1-5) District:

1. The maximum density in the Low Density Single-Family Residential (R-1-5) District shall be one unit per 5,000 square feet of land (meeting the density as identified in the General Plan);
2. The maximum lot coverage in the Low Density Single-Family Residential (R- 1-5) District shall not exceed 50% of the lot area;
3. A minimum front yard setback of 20 feet;
4. A minimum side yard setback of 5 feet;

5. A minimum street side yard setback of 10 feet;
6. A minimum rear yard setback of 10 feet;
7. The side and rear yards shall have six-foot solid block walls on the property lines;
8. A maximum building height of 40 feet; and
9. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

With this development, a Municipal Improvement District (MID) has been established for the long-term maintenance of required subdivision landscaping. The MID for Desert Sands Units 4, 5, and 6 was approved on May 7, 2025, by City Council.

The Recordation of an Avigation Easement has been satisfied with the signing of the application.

Approval of the final plat for Desert Sands Unit 5 Subdivision, shall be subject to the following conditions:

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
4. Any easements on other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the "utilities") to:
 - a. pay to cross the easement to reach any structure on the lot;
 - b. prevent the utilities from providing service to any structure on a lot; or
 - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers crossing the easement.
5. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.
6. All exterior subdivision fencing shall be constructed of masonry. Access gates, whether vehicular or pedestrian, shall not be permitted along the exterior masonry fencing for the subdivision phase, including fencing along Avenue 7 ½ E (Mississippi Avenue). Such fencing can be removed during the construction of pools, in order to access utility or drainage easements, or during other residential construction; however, such masonry fencing and adjacent landscaping will need to be replaced accordingly.
7. A time frame of build-out for the subdivision shall be submitted to the Yuma School District No. 1 to enable the districts to adequately plan for future school facilities.

8. An 8 ½" X 11" paper copy of this subdivision plat, showing the location of the group mailboxes and signed as APPROVED by the local Yuma Postmaster, shall be submitted to the City within sixty (60) calendar days of the effective date of approval of the subdivision final plat and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the approval of the plat is null and void.
9. After the final plat has been approved by City Council, the applicant/developer shall have two years to record the approved plat, or the final plat approval shall be null and void.

On May 12, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (6-0, with one vacancy) of the request for the proposed preliminary plat for the Desert Sands Unit 5 Subdivision, for the property located south of Desert Sands Unit 2 at 45th Street and Buckthorn Drive, subject to the conditions of approval outlined in Attachment A.

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

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT'S REPRESENTATIVE

None

PUBLIC COMMENT

None

Motion by Lorraine Arney, second by Jorge Gonzalez to APPROVE SUBD-43815-2025 as presented. Motion carried unanimously, (6-0) with one vacancy.

Planning Commission Preliminary Plat Staff Report - Attached

The City Council's approval of this motion accepts the final plat of Desert Sands Unit 5 Subdivision as submitted, including the conditions of approval set forth.

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



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING DIVISION
CASE TYPE – PRELIMINARY SUBDIVISION
CASE PLANNER: ERIKA PETERSON**

Hearing Date:

May 12, 2025

Case Number:

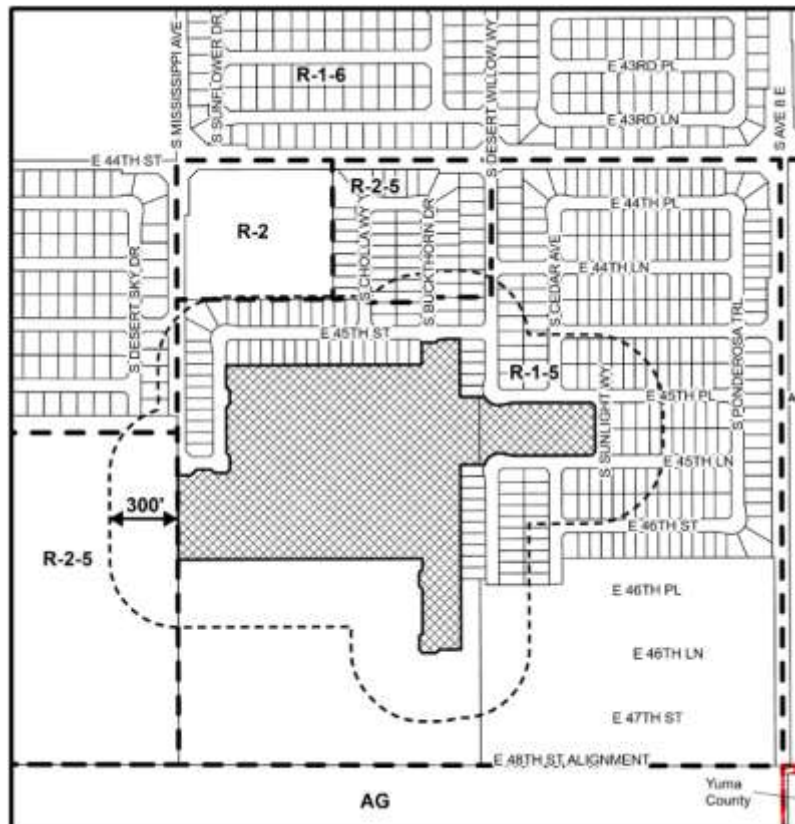
SUBD-43815-2025

Project Description/ Location:

This is a request by Dahl, Robins & Associates, Inc., on behalf of Brian L. Hall Living Trust, for approval of the preliminary plat for Desert Sands Unit No. 5. This subdivision will contain approximately 27.40 acres and is proposed to be divided into 112 single-family residential lots, ranging in size from approximately 5,079 square feet to 14,841 square feet for the property located south of Desert Sands Unit 2 at 45th Street and Buckthorn Drive, Yuma, AZ.

	Existing Zoning	Existing Land Use	Designated Land Use
Site	Low Density Single-Family Residential (R-1-5) District	Undeveloped	Low Density Residential
North	Low Density Single-Family Residential (R-1-5) District	Single-family homes	Low Density Residential
South	Agriculture (AG) District	Undeveloped	Rural Density Residential
East	Low Density Single-Family Residential (R-1-5) District	Single-family homes	Low Density Residential
West	Low Density Residential (R-1-6) District and Medium Density Single-Family Residential (R-2-5) District	Single-family homes and undeveloped	Low Density Residential and Medium Density Residential

Location Map



Prior site actions: Annexation: Effective 1/2/1998 O97-81; General Plan Amendment: Resolution R2004-008 (December 13, 2004; Suburban Density Residential to Low Density Residential); Rezone: Ordinance O2019-014 (March 6, 2019; Agriculture to Low Density Single-Family Residential); Lot Tie/Lot Split- Recorded 8/25/2020 Desert View Villas Lot Split

Staff Recommendation: Staff recommends **APPROVAL** of the preliminary plat for the Desert Sands Unit No. 5, subject to the conditions outlined in Attachment A.

Suggested Motion: Move to **APPROVE** Preliminary Plat SUBD-43815-2025 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 preliminary plat, the Planning and Zoning Commission is acknowledging the street and lot layout of Desert Sands Unit No. 5 which includes 112 lots ranging in size from 5,079 square feet to 14,841 square feet for the property located south of Desert Sands Unit 2 at 45th Street and Buckthorn Drive, subject to the conditions of the rezoning and the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma Subdivision Code and General Plan and is compatible with surrounding land uses.

Staff Analysis: The subject property was annexed into the City of Yuma on January 2, 1998, and in 2004 a General Plan Amendment was approved changing the land use designation from Suburban Density Residential to Low Density Residential. Subsequently, in 2019 it was rezoned from the Agriculture (AG) District to the Low Density Single-Family Residential (R-1-5) District. The subject property is currently undeveloped and is intended to be the fifth phase of the Desert Sands Subdivision.

Encompassing approximately 27.40 acres, the site is located south of Desert Sands Unit 2, near 45th Street and Buckthorn Drive. The proposed development includes 112 single-family residential lots, with lot sizes ranging from 5,079 to 14,841 square feet, all in compliance with the R-1-5 zoning requirements. Additionally, Unit 5 will include a retention basin serving the entire Desert Sands community, enhanced with landscaping and a walking path.

Further specified in §154-05.05, the following are some of the development standards required of a development with the Low Density Single-Family Residential (R-1-5) District:

1. The maximum density in the Low Density Single-Family Residential (R-1-5) District shall be one unit per 5,000 square feet of land (meeting the density as identified in the General Plan);
2. The maximum lot coverage in the Low Density Single-Family Residential (R- 1-5) District shall not exceed 50% of the lot area;
3. A minimum front yard setback of 20 feet;
4. A minimum side yard setback of 5 feet;
5. A minimum street side yard setback of 10 feet;
6. A minimum rear yard setback of 10 feet;
7. The side and rear yards shall have six-foot solid block walls on the property lines;
8. A maximum building height of 40 feet; and
9. A requirement for each lot to provide 2 off-street parking spaces, appropriately located.

With this development, a Municipal Improvement District (MID) has been established for the long-term maintenance of required subdivision landscaping. The MID for Desert Sands Units 4, 5, and 6 was approved on May 7th by City Council.

The Recordation of an Avigation Easement has been satisfied with the signing of the application.

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

Yes. The preliminary plat meets dimensional standards and development standards for the Low Density Single-Family Residential (R-1-5) District.

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

Yes.

Standard	Subdivision						Conforms						
Lot Size	Minimum:	5,079 sq ft			Maximum:	14,841 sq ft		Yes	X	No			
Lot Depth	Minimum:	102.33'			Maximum:	115'		Yes	X	No			
Lot Width/Frontage	Minimum:	50'			Maximum:	60'		Yes	X	No			
Setbacks	Front:	20'		Rear:	10'		Side:	5'		Yes	X	No	
District Size	27.40		Acres						Yes	X	No		
Density	4.9		Dwelling units per acre						Yes	X	No		
Issues:													

Requirements	Conforms					
General Principles	Yes	X	No		N/A	
Streets	Conforms					
Circulation	Yes	X	No		N/A	
Arterial Streets	Yes		No		N/A	X
Existing Streets	Yes	X	No		N/A	
Cul-de-sacs	Yes		No		N/A	X
Half Streets	Yes		No		N/A	X
Stub Streets	Yes	X	No		N/A	
Intersections	Yes	X	No		N/A	
Easements	Yes	X	No		N/A	
Dimensional Standards	Yes	X	No		N/A	
Issues:						

Blocks	Conforms					
Length	Yes	X	No		N/A	
Irregular Shape	Yes		No		N/A	X
Orientation to Arterials	Yes		No		N/A	X
Business or Industrial	Yes		No		N/A	X
Issues:						

Lots	Conforms					
Minimum Width	Yes	X	No		N/A	
Length and Width Ratio	Yes	X	No		N/A	
Fronting on Arterials	Yes		No		N/A	X
Double Frontage	Yes		No		N/A	X
Side Lot Lines	Yes	X	No		N/A	
Corner Lots	Yes	X	No		N/A	
Building Sites	Yes	X	No		N/A	
Street Frontage	Yes	X	No		N/A	

Issues:

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

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			

Transportation Element:

FACILITY PLANS

TRANSPORTATION MASTER PLAN	Planned	Existing	Gateway	Scenic	Hazard	Truck
Avenue 7½E (Mississippi Avenue) - 2-Lane Collector	40 FT H/W	Varies				
48 th Street- 2-Lane Minor Arterial	40 FT H/W	Varies				
Avenue 8 E- 2-Lane Collector	40 FT H/W	40 FT H/W				
Bicycle Facilities Master Plan	Proposed bike lanes on 48 th Street and Avenue 8 E.					
YCAT Transit System	Gold Route 8- 32 nd Street at Avenue 8 E					
Issues:	Minimal access to nearby facilities.					

Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan			
Neighborhood Park:	Existing: Saguaro Park	Future: Saguaro Park	
Community Park:	Existing: None	Future: East Mesa Community Park	
Linear Park:	Existing: East Main Canal Linear Park	Future: A Canal Linear Park	
Issues:	Minimal access to nearby facilities.		

Housing Element:

Special Need Household:	N/A
Issues:	None

Redevelopment Element:

Planned Redevelopment Area:	None					
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X
Conforms:	Yes	No				

Conservation, Energy & Environmental Element:

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

Public Services Element:

Population Impacts Population projection per 2018-2022 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person	<i>Single Family</i>		Population	Impact	Consumption		Generation
	Proposed	Per Unit		Officers	GPD	AF	GPD
	112	2.71	304	0.57	62,829	70.4	21,246
Fire Facilities Plan:	Existing: Fire Station No. 7			Future: Fire Station No. 7			

Water Facility Plan:	Source:	City	X	Private		Connection	6" & 12" PVC on Buckthorn Dr. 6" PVC on Sunflower Dr. 8" PVC 46 th Ln.		
Sewer Facility Plan:	Treatment:	City	X	Septic		Private	8" PVC on Sunflower Dr. 12" OVC on 46 th Ln.		
Issues:									
Safety Element:									
Flood Plain Designation:	Zone X		Liquefaction Hazard Area:				Yes	No	X
Issues:		None							
Growth Area Element:									
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 th St		Avenue B & 32 nd St.				
	North End	Pacific Ave & 8 th St	Estancia	None	X				
Issues:		None							

Public Comments Received: None Received.

External Agency Comments: See Attachment D

Neighborhood Meeting Comments: See Attachment E

Proposed conditions delivered to applicant on: 4/16/2025

Final staff report delivered to applicant on: 4/28/2025

- ☐ Applicant agreed with all of the conditions of approval on: (enter date)
- ☐ Applicant did not agree with the following conditions of approval: (list #'s)
- ☒ Conditions of Approval were emailed to applicant and a reply has not been received.

Attachments

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

Prepared By:

Erika Peterson

Date: April 16, 2025

Erika Peterson
Senior Planner

Erika.Peterson@YumaAZ.Gov (928)373-5000, x3071

Approved By: *Jennifer L. Albers*
Jennifer L. Albers,
Assistant Director of Planning

Date: 4/21/25

**ATTACHMENT A
PRELIMINARY PLAT
CONDITIONS OF APPROVAL**

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

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

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

City Attorney Comments: (928) 373-5058:

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

Engineering Comments: Andrew McGarvie, Engineering Manager (928)373-5000, x 3044:

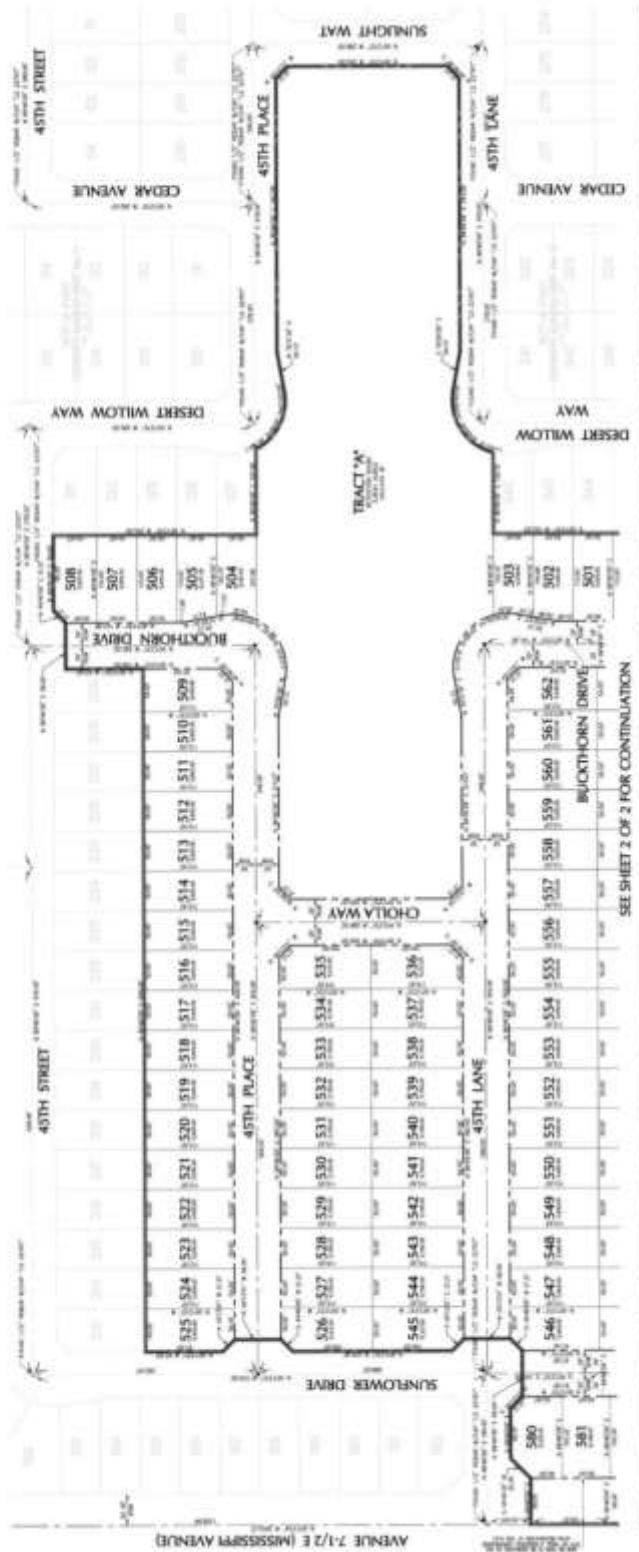
6. All exterior subdivision fencing shall be constructed of masonry. Access gates, whether vehicular or pedestrian, shall not be permitted along the exterior masonry fencing for the subdivision phase, including fencing along Avenue 7 ½ E (Mississippi Avenue). Such fencing can be removed during the construction of pools, in order to access utility or drainage easements, or during other residential construction; however, such masonry fencing and adjacent landscaping will need to be replaced accordingly.

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

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

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

ATTACHMENT B PRELIMINARY PLAT MAP



SEE SHEET 2 OF 2 FOR CONTINUATION



Plan/Case:

43815

SUBD-43815-2025
Preliminary Plat
Desert Sands Unit No. 5
Site Plan (North)

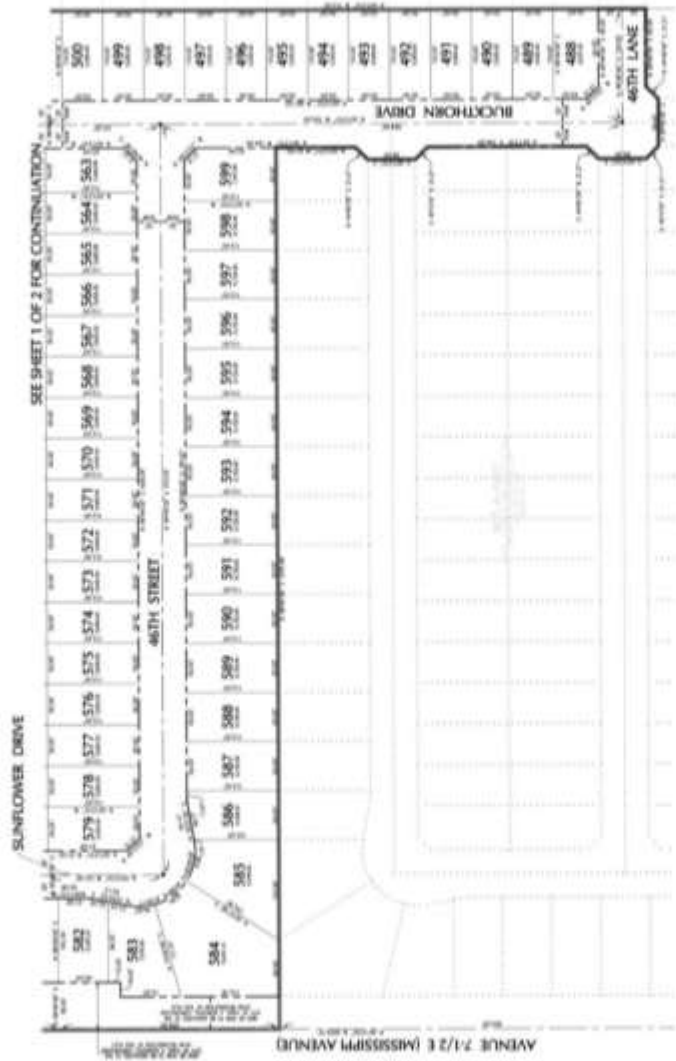
Prepared by:

DG

Date:

4/14/2025





Prepared by:
DG
Date:
4/14/2025

SUBD-43815-2025
Preliminary Plat
Desert Sands Unit No. 5
Site Plan (South)

Plan/Case:
43815



ATTACHMENT C
AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 04/18/2025
- **300' Vicinity Mailing:** 03/24/2025
- **34 Commenting/Reviewing Agencies noticed:** 3/27/25
- **Site Posted on:** 3/25/2025
- **Neighborhood Meeting:** 04/2/2025
- **Hearing Date:** 05/12/2025
- **Comments due:** 04/07/2025

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	YES	3/27/2025	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	YES	4/1/2025	X		
Yuma County Planning & Zoning	YES	4/1/2025	X		
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	3/28/2025	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	YES	3/31/2025	X		
Fire	YES	3/27/2025	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	3/31/2025		X	
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT D
AGENCY COMMENTS

☒ Condition(s)	☐ No Condition(s)	☐ Comment
Enter conditions here: The subject parcel (APN 197-15-009) is located approximately 1.1 mile from the Barry M. Goldwater Range West (BMGR-W) northern boundary. It is requested, if not already in place, that Aviation easement and Range Disclosure Statements 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, BMGR, and its associated flight paths. Please send a copy of the recorded easements to MCASYUMA_CPLO@usmc.mil. Thank you for the opportunity to review and comment.		
DATE:	31 Mar 2025	NAME: Antonio Martinez
CITY DEPT:	MCAS Yuma	
PHONE:	928-269-2103	
RETURN TO:	Erika Peterson	
	Erika.Peterson@YumaAZ.gov	

ATTACHMENT E
NEIGHBORHOOD MEETING COMMENTS

Date Held: April 2, 2025

Location: Desert Sands Unit 5, South of 45th
Street and Buckthorn Drive intersection

Attendees: Applicant/Agent: Adrian Vega- Dahl, Robins and Associates, Inc.

Staff: Erika Peterson

Neighbors: Alexis and Lee Dioses, Christian Hurtado, Emmanuel Lazaro

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

- Questions about what the project entails.
Vega and Peterson explained the proposed development.
- Questions about the timeline of the development.
Vega explained the proposed construction to be completed by end of 2025.
- Questions about the proposed basin area.
Vega explained the basin will be landscaped and used for open space, will be completed during this phase, Unit 5.
- Comment on piles of trash left by construction workers during construction of each site, trash/construction materials blow into neighboring residents' yards.
Vega said he would bring it up to the developer but also suggested the property owner contact the developer themselves to let them know of the trash issue.
- Question if Sunflower Drive will continue south and if more homes are proposed along Sunflower Drive.
Vega explained that Sunflower will continue south and will have homes built on it.
- Question if during construction will there be any practice in place to protect from dust.
Adrian explained Best Management Practices (BMP) used during construction to help with dust control.

ATTACHMENT F
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code		
3850 BUILDING AZ LLC	4825 E 47TH STREET	YUMA	AZ	85365
ADAME MIROSLAVA	7639 E 45TH ST	YUMA	AZ	85365
ALCAIDE CRYSTAL	4576 S CEDAR AVE	YUMA	AZ	85365
ANDRADE JNAI	4522 S CEDAR AVE	YUMA	AZ	85365
ARCENAS AISHA C	4513 S DESERT WILLOW WY	YUMA	AZ	85365
BAD HOMBRE INVESTMENTS LLC	3064 S AVE B	YUMA	AZ	85364
BAXTER CHRISTOPHER ANTHONY & ANNA ISABEL	7860 E 46TH ST	YUMA	AZ	85365
BHR HOLDINGS LLC	3064 S AVE B	YUMA	AZ	85364
BHR HOLDINGS LLC	3064 S AVE B	YUMA	AZ	85364
BHR HOLDINGS LLC	3064 S AVE B	YUMA	AZ	85364
BHR HOLDINGS LLC	3064 S AVE B	YUMA	AZ	85364
BHR HOLDINGS LLC	3064 S AVE B	YUMA	AZ	85364
BINGGELI ASHLEY RAE	7532 E 45TH ST	YUMA	AZ	85365
BOATMAN JAMES & ASHLEY	3909 RECHE RD SP 86	FALLBROOK	CA	92028
BRAVO JOSE MANUEL VERA	7552 E 45TH ST	YUMA	AZ	85365
CAMACHO AMANDA NICOLE DELGADO	7893 E 45TH PL	YUMA	AZ	85365
CAMACHO NEFTALI & FRANCISCA	7512 E 45TH ST	YUMA	AZ	85365
CANCHOLA GUSTAVO	7867 E 45TH ST	YUMA	AZ	85365
CANTILLO LORENA	4487 S BUCKTHORN DR	YUMA	AZ	85365
CARO MAYRA	4621 S DESERT WILLOW WAY	YUMA	AZ	85365
CARROLL WILLIAM & TINA	7822 E 46TH ST	YUMA	AZ	85365
CARTER JAMES	4591 S DESERT WILLOW WAY	YUMA	AZ	85365
CASSIO ALEXA VERONICA	4520 S SUNFLOWER DR	YUMA	AZ	85365
CASTANEDA DAVID & NAYELI GUERRA	7848 E 46TH ST	YUMA	AZ	85365
CASTELLANOS KARLA LOZANO	4555 S DESERT SKY DR	YUMA	AZ	85365
CASTILLO ALEXANDER PUGA	7831 E 45TH ST	YUMA	AZ	85365
CATTERTON MATTHEW GRAYSON & MADDISON	4629 DESERT WILLOW WAY	YUMA	AZ	85365
CONDE CARLOS A & ARIAN C	4596 DESERT VILLOW WAY	YUMA	AZ	85365
CONNOR GRACE ANN	4464 S BUCKTHORN DR	YUMA	AZ	85365
COPELAND CHRISTIAN & GENEVIEVE	4550 S SUNFLOWER DR	YUMA	AZ	85365
CORONA CARLOS	7855 E 45TH ST	YUMA	AZ	85365
CORONEL MANUEL ALEJANDRO IRIARTE	4473 S DESERT WILLOW WY	YUMA	AZ	85365
CULLINAN SEAN	PO BOX 19132	SAN DIEGO	CA	92159
CULLINAN SEAN	PO BOX 19132	SAN DIEGO	CA	92159
CULLINAN SEAN	PO BOX 19132	SAN DIEGO	CA	92159
DIAZ MANUEL & ARACELY MARTINEZ	4506 S CEDAR AVE	YUMA	AZ	85365
DIOSES LEE ERIK & ALEXIS	4526 S SUNFLOWER DR	YUMA	AZ	85365
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364

DN DEVELOPMENT YUMA LLC	4493 S CHOLLA WY	YUMA	AZ	85365
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN DEVELOPMENT YUMA LLC	3064 S AVE B	YUMA	AZ	85364
DN SALES YUMA LLC	7533 E 45TH ST	YUMA	AZ	85365
DN SALES YUMA LLC	4486 S BUCKTHORN DR	YUMA	AZ	85365
DN SALES YUMA LLC	7504 E 45TH ST	YUMA	AZ	85365
DUKES LUIS & AILEMA	7643 E 45TH ST	YUMA	AZ	85365
DUNCAN ANDREW M & CANDY J	850 BOLSA WAY	LAGUNA BEACH	CA	92651
ESPINOZA PRISCILLA	4566 DESERT WILLOW WAY	YUMA	AZ	85365
ESPITIA ALEJANDRO SANCHEZ	4497 S DESERT WILLOW WY	YUMA	AZ	85365
ESTRADA MARGARITA & JULIAN	4605 S DESERT WILLOW WY	YUMA	AZ	85365
FOOTHILLS PLAZA PROPERTIES LLC	3064 S AVE B	YUMA	AZ	85364
FOSTER MICHAEL GLENN	7810 E 46TH ST	YUMA	AZ	85365
GALANTE JOSE	7856 E 45TH PL	YUMA	AZ	85365
GAM TRUST 5-24-2023	7580 E 45TH ST	YUMA	AZ	85365
GAMBOA JOSE RICARDO & CARISSA J	4478 S BUCKTHORN DR	YUMA	AZ	85365
GARCIA OCIEL	7817 E 45TH ST	YUMA	AZ	85365
GARCIA SANTOS GOPAR & BLANCA E RAMIREZ	7884 E 46TH ST	YUMA	AZ	85365
GASTELUM GUADALUPE ESPARZA	4638 S CEDAR AVE	YUMA	AZ	85365
GOMEZ LUIS YSIDRO	7847 E 45TH LN	YUMA	AZ	85365
GOMEZ MIGUEL ANGEL PINEDA	7881 E 45TH PL	YUMA	AZ	85365
GONZALES ANGEL MANUEL	4479 S BUCKTHORN DR	YUMA	AZ	85365
GONZALEZ ANDRES	7891 E 45TH ST	YUMA	AZ	85365
GOODRICH JACOB GREGORY JAMES	7858 E 45TH LN	YUMA	AZ	85365
GREER ERIC & JORDYN	4476 S CHOLLA WAY	YUMA	AZ	85365
GROOME DANIEL JAMES & COURTNEY FAYE	4470 S BUCKTHORN DR	YUMA	AZ	85365
GUERRERO AIDE FRANCISCA	7859 E 45TH LN	YUMA	AZ	85365
GUZMAN MIGUEL & GRACIELA	4636 DESERT WILLOW WAY	YUMA	AZ	85365
HALL BRIAN L TRUST 12-1-2005	3064 S AVENUE B	YUMA	AZ	85364
HALL BRIAN L TRUST 12-1-2005	3064 S AVENUE B	YUMA	AZ	85364
HALLDORADO LLC	3064 S AVE B	YUMA	AZ	85364
HALLDORADO LLC	3064 S AVE B	YUMA	AZ	85364
HAMPSON EDWARD VALENCIA & CARLA LETICIA	7908 E 45TH PL	YUMA	AZ	85365
HARO JOSE LUIS CARDENAS	4575 DESERT WILLOW WAY	YUMA	AZ	85365
HARRIS ISRAEL	7843 E 45TH ST	YUMA	AZ	85365
HOLLANDER SCOTT RIDLEY & CHELSEA ROSE	7584 E 45TH ST	YUMA	AZ	85365
HOWARD JOLYNNE	4612 S DESERT WILLOW WAY	YUMA	AZ	85365
HUERTA MARTIN ERNESTO	7892 E 45TH PL	YUMA	AZ	85365
HURTADO CHRISTIAN	4477 S CHOLLA WY	YUMA	AZ	85365

KELLEY WARREN MARQUIS	4620 S DESERT WILLOW WY	YUMA	AZ	85365
KISSELL SARINA	4502 S SUNFLOWER DR	YUMA	AZ	85365
KLOSTREICH JORDAN T	7594 E 45TH ST	YUMA	AZ	85365
LAZARO EMMANUEL LABINPUNO & CARMENCITA SAMSON	4604 S DESERT WILLOW WY	YUMA	AZ	85365
LEON JANET & BACLLIO	4567 DESERT WILLO WY	YUMA	AZ	85365
LEON KEVIN ALFONSO	4622 S CEDAR AVE	YUMA	AZ	85365
LEOS JUAN ALBERTO & KARINA	7868 E 45TH PL	YUMA	AZ	85365
LERMA LUIS DAVID	4489 S DESERT WILLOW WAY	YUMA	AZ	85365
LLAMAS NOHEMI QUEZADA	4465 S BUCKTHORN DR	YUMA	AZ	85365
LOERA VICTOR ALFONSO & LUDIVINA	7882 E 45TH ST	YUMA	AZ	85365
LOPEZ ARTURO	7879 E 45TH ST	YUMA	AZ	85365
MANRIQUEZ RAUL LEMUS	7835 E 45TH LN	YUMA	AZ	85365
MARTIN LUIS ANGEL GALLO	7895 E 45TH LN	YUMA	AZ	85365
MARTINEZ FRANK J & ELIZABETH S	4598 S CEDAR AVE	YUMA	AZ	85365
MARTINEZ JENNIFER LYNN & KIMBERLY KORINE	7836 E 46TH ST	YUMA	AZ	85365
MARTINEZ ROBERTO	7805 E 45TH ST	YUMA	AZ	85365
MASON BROCK K	4582 S DESERT WILLOW WY	YUMA	AZ	85365
MATHEWSON DAVID L & JADIE	4613 S DESERT WILLOW WY	YUMA	AZ	85365
MENDOZA-PENA CLAUDIA	7585 E 45TH ST	YUMA	AZ	85365
MEZA ROMAN E CARRILLO	4480 S DESERT WILLOW WAY	YUMA	AZ	85365
MOILANEN REINO & SARA KA	7619 E 45TH ST	YUMA	AZ	85365
MONDRY HUNTER & ALODIE	4574 DESERT WILLOW WY	YUMA	AZ	85365
MONTANO JUAN ANGEL GONZALEZ	7821 E 45TH LN	YUMA	AZ	85365
MOORE LINDSEY NICOLE & SEAN JR	4544 S SUNFLOWER DR	YUMA	AZ	85365
MORALES FERNANDO	7818 E 45TH PL	YUMA	AZ	85365
MUNOZ GABRIEL M JR	7909 E 45TH PL	YUMA	AZ	85365
MURPHY MICHAEL & JORDAN	4516 S SUNFLOWER DR	YUMA	AZ	85365
MURPHY MICHELLE MAUREEN	7880 E 45TH PL	YUMA	AZ	85365
NAPOLES LUI HECTOR & LEILA	4556 S SUNFLOWER DR	YUMA	AZ	85365
NEVARES THOMAS EDWARD	16444 CORONADO TERRACE DR	ALPINE	CA	91901
NEVARES THOMAS EDWARD	4628 S DESERT WILLOW WAY	YUMA	AZ	85365
O'NEAL STEVEN WAYNE & CHENELLE LATRICE	7910 E 45TH LN	YUMA	AZ	85365
ODELL ANA MARIA	7870 E 45TH LN	YUMA	AZ	85365
PENDLETON FAMILY TRUST 11-5-2005	13880 SAGE MOUNTAIN LN	JAMUL	CA	91935
PENDLETON FAMILY TRUST 11-5-2005	13880 SAGE MOUNTAIN LN	JAMUL	CA	91935
PEREZ JESUS	4416 S DESERT WILLOW WAY	YUMA	AZ	85365
PEREZ VICTOR M PACHECO	7605 E 45TH ST	YUMA	AZ	85365
PERULLES MIGUEL ANTONIO MENDEZ	4584 S CEDAR AVE	YUMA	AZ	85365

PINA JOSEPH & FABIANA	7832 E 45TH PL	YUMA	AZ	85365
PRIETO FRANCISCO GONZALEZ	4498 S CEDAR AVE	YUMA	AZ	85365
QUEZADA ROLANDO	7521 E 45TH ST	YUMA	AZ	85365
QUINTERO EMILY KAY & ERIC ALEXANDER	4536 S SUNFLOWER DR	YUMA	AZ	85365
RAMIREZ JUAN CARLOS	4481 S DESERT WILLOW WAY	YUMA	AZ	85365
RAMIREZ OSCAR RICARDO	7553 E 45th st	YUMA	AZ	85365
REGALADO LUPITA AVILA	7631 E 45TH ST	YUMA	AZ	85365
RENDON JOSE FLORES	4583 S DESERT WILLOW WY	YUMA	AZ	85365
REYES ERNESTO JR	7651 E 45TH ST	YUMA	AZ	85365
RICE MICHAEL	4540 S SUNFLOWER DR	YUMA	AZ	85365
RODRIGUEZ EMMA	4490 S CEDAR AVE	YUMA	AZ	85365
RODRIGUEZ GABRIELA	7544 E 45TH ST	YUMA	AZ	85365
ROSALES ERVIN A	4514 S CEDAR AVE	YUMA	AZ	85365
RUAN ISAAC RONALDO	4463 CHOLLA WAY	YUMA	AZ	85365
RUIZ JASON RAYMOND	4566 DESERT WILLOW WAY	YUMA	AZ	85365
SANTIAGO ANTONIO	7911 E 45TH LN	YUMA	AZ	85365
SD DEVELOPMENT YUMA LLC	3064 S AVENUE B	YUMA	AZ	85364
SD DEVELOPMENT YUMA LLC	3064 S AVENUE B	YUMA	AZ	85364
SD DEVELOPMENT YUMA LLC	3064 S AVENUE B	YUMA	AZ	85364
SD DEVELOPMENT YUMA LLC	3064 S AVENUE B	YUMA	AZ	85364
SEPOULVEDA NELSON A	4505 S DESERT WILLOW WAY	YUMA	AZ	85365
SHANGRAW BENJAMIN & ALICIA ANN	7869 E 45TH PL	YUMA	AZ	85365
STEPHENS-EDMONDS RANCH LLC	1223 POPLAR ST	RAMONA	CA	92065
TAPIA LUIS & JENNA L	7520 E 45TH ST	YUMA	AZ	85365
TERAN JESUS	7894 E 45TH LN	YUMA	AZ	85365
THAXTON CLAYTON EDWARD & SUZANA LOVE	7588 E 45TH ST	YUMA	AZ	85365
TORRES CHRISTIAN EDUARDO	7871 E 45TH LN	YUMA	AZ	85365
URIBE JUAN & RAQUEL J	4495 S BUCKTHORN DR	YUMA	AZ	85365
VALENCIA MARIA DEL SOCORRO ORTEGA	4637 DESERT WILLOW WAY	YUMA	AZ	85365
VALERIO XAVIER ALVAREZ	4494 S BUCKTHORN DR	YUMA	AZ	85365
VARELA FABIAN A COSIO	4469 S CHOLLA WAY	YUMA	AZ	85365
VARELAS PAULA	7513 E 45TH ST	YUMA	AZ	85365
VAZQUEZ RICARDO JR	7844 E 45TH PL	YUMA	AZ	85365
VELASQUEZ STEPHANIE RIOS	7806 E 45TH PL	YUMA	AZ	85365
VERDUZCO RUTH MARIA	7574 E 45TH ST	YUMA	AZ	85365
VIZCARRA ASHLEY	7545 E 45TH ST	YUMA	AZ	85365
WILLIAMS GRANT	4529 S DESERT WILLOW WAY	YUMA	AZ	85365
WOLFF NICOLE F	7896 E 46TH ST	YUMA	AZ	85365
YUCCA LAND COMPANY AZ LLC	3064 S AVENUE B	YUMA	AZ	85364
YUCCA LAND COMPANY AZ LLC	3064 S AVENUE B	YUMA	AZ	85364
YUMA CAPITAL INVESTMENTS LLC	3064 S AVENUE B	YUMA	AZ	85364
YUMA CAPITAL INVESTMENTS LLC	3064 S AVENUE B	YUMA	AZ	85364
YUMA DESERT SANDS SALES LLC	4530 S CEDAR AVE	YUMA	AZ	85365
ZAVALA LAURA CRISTINA & JOSE ESTEBAN	7857 E 45TH LN	YUMA	AZ	85365

**ATTACHMENT G
NEIGHBOR MAILING**

This is a request by Dahl, Robins & Associates, Inc., on behalf of Brian L. Hall Living Trust, for approval of the preliminary plat for Desert Sands Unit No. 5. This subdivision will contain approximately 27.40 acres and is proposed to be divided into 112 single-family residential lots, ranging in size from approximately 5,079 square feet to 14,841 square feet for the property located south Desert Sands Unit 2 at 45th Street and Buckthorn Drive, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-43815-2025**

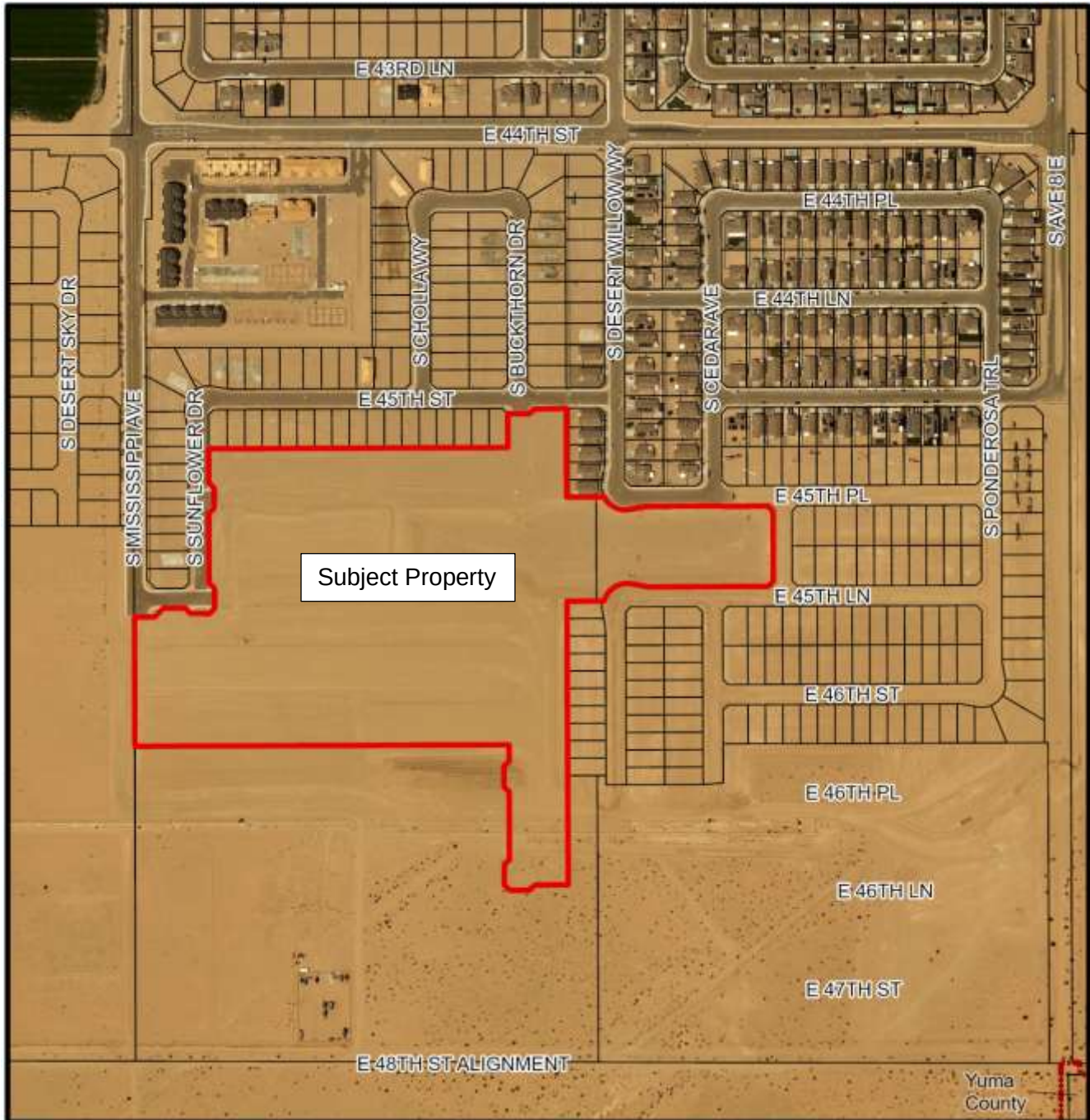
NEIGHBORHOOD MEETING
4/2/2025 @ 5PM
**SOUTH OF 45TH STREET AND BUCKTHORN
DRIVE INTERSECTION**

PUBLIC HEARING
5/12/2025 @ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ



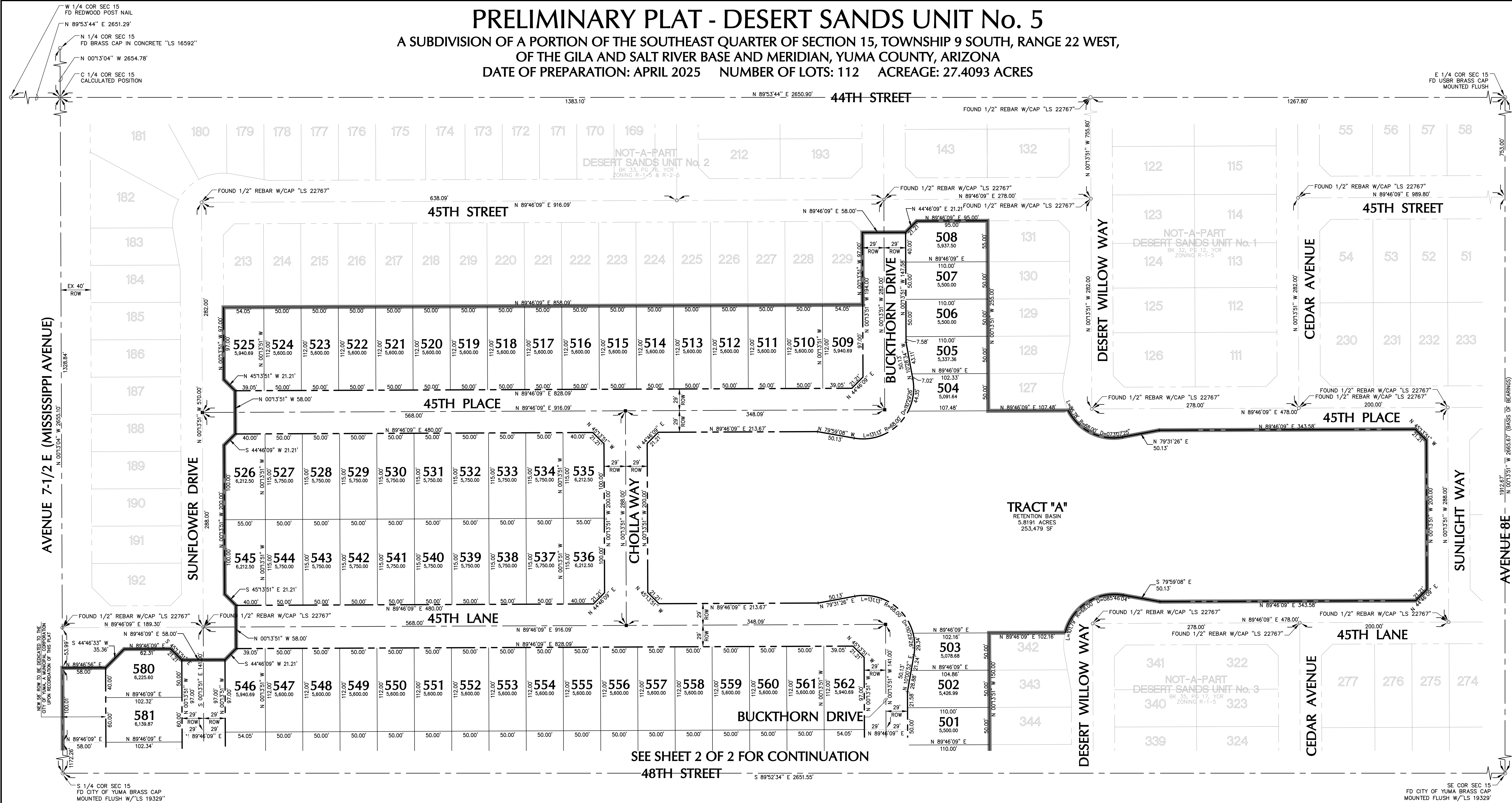
Because you are a neighbor within 300' of the property located south of Desert Sands Unit 2 at 45th Street and Buckthorn Drive, Yuma, AZ, you are invited to attend these meetings to voice your comments. If you have questions or wish to submit written comments, please contact Erika Peterson phone at (928) 373-5000 ext. 3071 or by email at Erika.Peterson@YumaAz.gov

ATTACHMENT H
AERIAL PHOTO

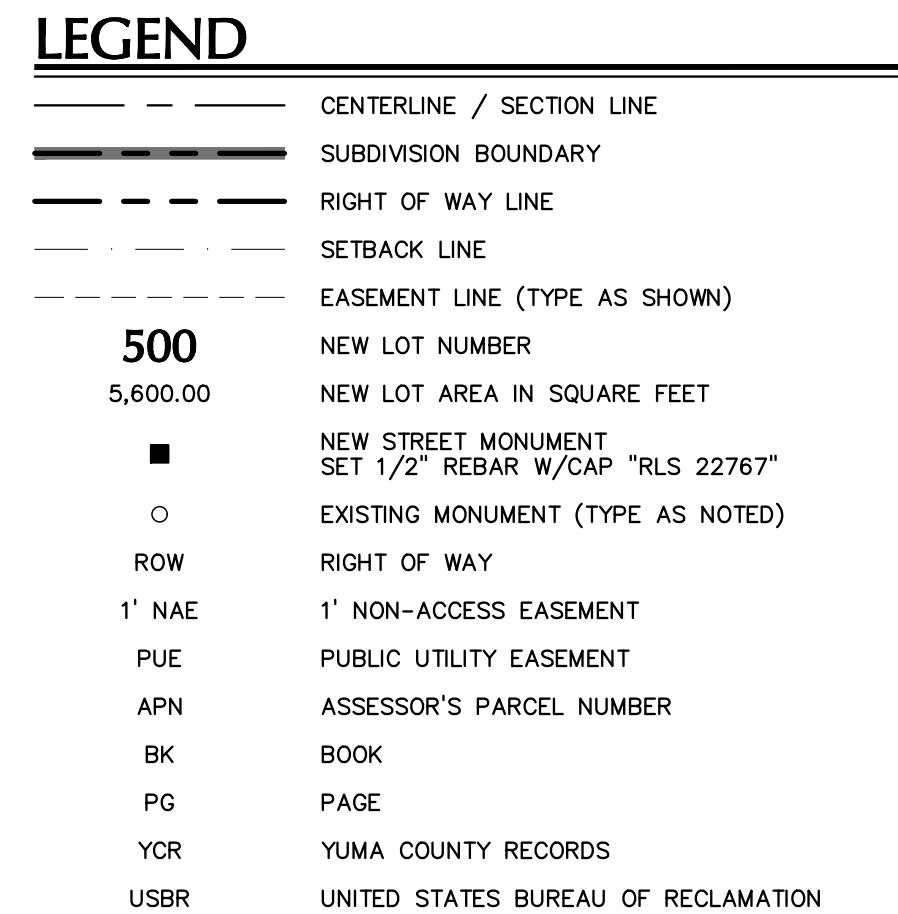


PRELIMINARY PLAT - DESERT SANDS UNIT No. 5

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 22 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE OF PREPARATION: APRIL 2025 NUMBER OF LOTS: 112 ACREAGE: 27.4093 ACRES

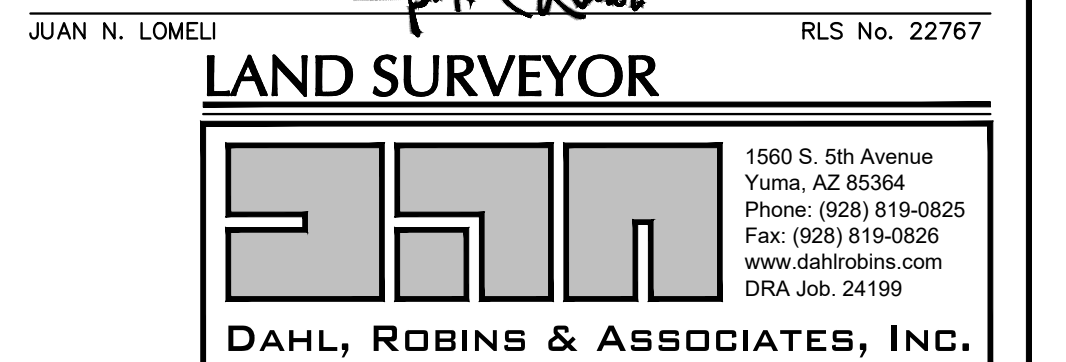


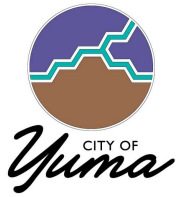
A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 9 SOUTH, RANGE 22 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
DATE OF PREPARATION: APRIL 2025 NUMBER OF LOTS: 112 ACREAGE: 27.4093 ACRES



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL 2025 AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF YUMA, ARIZONA.





City of Yuma

City Council Report

File #: MC 2025-173

Agenda Date: 11/5/2025

Agenda #: 15.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: City Attorney	☐ Safe & Prosperous	☒ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION: Administration	☒ Respected & Responsible	☐ Ordinance - Introduction
	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Ratification: Settlement of Claim - Josefina Mendoza

SUMMARY RECOMMENDATION:

Ratify settlement of the claim submitted by Josefina Mendoza. (City Attorney) (Richard Files)

STRATEGIC OUTCOME:

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

REPORT:

This claim stems from a traffic collision that occurred on January 17, 2025, at the intersection of 16th Street and Avenue B involving a City employee driving a City of Yuma vehicle.

Ms. Mendoza sought \$500,000.00 to settle her personal injury and property damage claims. After negotiations, the Parties agreed to a full and final settlement of \$67,500.00 to completely resolve all claims. The City Attorney's Office believes this settlement is fair and reasonable considering the facts and the potential costs of further litigation.

Adoption of this motion ratifies the settlement of the Mendoza claim for \$67,500.00 for personal injuries and property damage.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 67,500.00	BUDGETED:	\$ 67,500.00
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	\$ 67,500.00	502-20-10.6305	

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

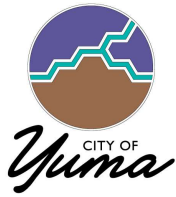
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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



City of Yuma

City Council Report

File #: R2025-094

Agenda Date: 11/5/2025

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Utilities	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☒ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☒ Connected & Engaged	☐ Ordinance - Adoption
Administration	☐ Unique & Creative	☐ Public Hearing

TITLE:

Agreement: Wastewater Treatment Sewer Service for Winterhaven County Water District

SUMMARY RECOMMENDATION:

Authorize execution of an agreement for Wastewater Treatment Sewer Services with the Winterhaven County Water District. (Utilities Department/Administration) (Jeremy McCall)

STRATEGIC OUTCOME:

This agreement furthers the City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged through protection of the public health outside of City boundaries.

REPORT:

The City has provided wastewater treatment services to the Winterhaven County Water District (District) for several decades. The City's existing service Agreement with the District will expire on October 8, 2025. To ensure continuity of service, the City has negotiated a new Wastewater Treatment Agreement (Agreement) with the District.

Under the new Agreement, the District may discharge an average daily flow of up to 55,000 gallons per day of wastewater to the Figueroa Avenue Water Pollution Control Facility (Facility) for treatment. This is the same capacity the City treated for the District under the previous Agreement. The District may not transfer or sell any portion of its capacity allocation and must comply with all City regulations and ordinances governing the chemical and physical characteristics of wastewater accepted by the Facility. Installation of new commercial or industrial connections by the District requires prior written approval from the City. The Agreement also continues provisions for City monitoring of sewage quality and investigation of suspected discharge violations.

For treatment services, the District will pay the "Outside the City Commercial and Industrial Rate" in effect at the time of service. In addition, the District must make an annual payment of \$5,000 for the operation and maintenance of the Colorado River Levee Interceptor. The District is also responsible for a proportional share of Facility capital improvement costs, calculated as the ratio of the District's metered wastewater flow to the total metered Facility flow.

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

RESOLUTION NO. R2025-094

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA, AUTHORIZING AND APPROVING THE
ADOPTION AND EXECUTION OF A WASTEWATER
TREATMENT SERVICE AGREEMENT WITH THE
WINTERHAVEN COUNTY WATER DISTRICT**

WHEREAS, for several decades the City of Yuma, pursuant to a Wastewater Service Agreement, has accepted and processed Winterhaven's wastewater; and,

WHEREAS, the current contract for wastewater services will expire on October 8, 2025, and the City and the Winterhaven County Water District desire to continue wastewater services pursuant to contract; and,

WHEREAS, it is in the best interest of both the District and the City to have a written understanding of the terms and conditions under which wastewater treatment services will be performed and the obligations of the Parties.

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

SECTION 1: The City Council finds that the City of Yuma has sufficient capacity to accept and treat Winterhaven's wastewater as described in the attached and incorporated *Wastewater Service Agreement*.

SECTION 2: The Wastewater Service Agreement between the Winterhaven County Water District and the City of Yuma is approved in accordance with its terms.

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

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

WASTEWATER SERVICE AGREEMENT

The City of Yuma, an Arizona municipal corporation ("City"), and the Winterhaven County Water District ("District") enter into this Wastewater Service Agreement ("Agreement"). The City and the District are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

Whereas, the District needs sewage collection and treatment services for its wastewater; and

Whereas, the District is in Imperial County, California, and

Whereas, the City is willing to sell and provide sewage collection and treatment services for the District.

Now, Therefore, the Parties mutually agree as follows:

TERMS

1. **Recitals.** The recitals above are incorporated into this Agreement by reference.
2. **Scope and Term.** The City shall sell and provide, and the District shall purchase and receive, sewage collection and treatment service (hereafter "Service"). This Agreement is effective upon execution and remains in force for ten (10) years unless extended or terminated as provided below.
3. **Service.** Service shall be provided at the City's Figueroa Avenue Water Pollution Control Facility ("Facility") located at 289 North Figueroa Street, Yuma, Arizona. The City will provide Service to the District for wastewater generated within the District's boundaries as set forth in Exhibit "A," attached and incorporated to this Agreement by this reference. All wastewater flows delivered to the City for Service shall pass through a flow meter, measuring the total gallons delivered in any billing cycle. The flow meter used shall have the accuracy and be calibrated at the frequency listed in the Industrial Discharge Permit issued to the District. The District shall give the City reasonable notice, so far as possible, addressing any proposed changes in volume or characteristics of the District's wastewater flows.

The City shall use reasonable diligence to provide regular and uninterrupted Service to the District. The City will not be liable for damages, breach of contract, or otherwise to the District for failure, suspension, diminution, or other variations of Service occasioned by or in consequence of any cause beyond the control of the City including, but not limited to, acts of God or of the public enemy, fires, flood, earthquakes or other catastrophes, strikes, failure of conveyance or treatment equipment or facilities provided that when such failures occur, and will aggregate more than forty eight (48) hours in any one (1) billing cycle, the District will not be liable for its portion of the operation and maintenance costs during the period of the outage.
4. **Available Capacity.** This Agreement entitles the District to Service of a maximum average daily flow of 55,000 gallons per day in any billing period, provided that peak flow must not

exceed 78,835 gallons in a single day. Additional capacity requires a new written agreement between the Parties.

5. Rates and Charges. The District shall compensate the City for (a) treatment and disposal costs, (b) for the Colorado River Levee Interceptor costs, and (c) collection system and Facility capital improvement costs as follows:

(a) Treatment and Disposal Costs: The District will be billed the Outside the City Commercial and Industrial rate in effect at the time of Service. At no time will this billing rate be less than the rate charged to commercial and industrial customers of the City.

(b) Colorado River Levee Costs: The District will pay the City \$5,000.00 per year for operation and maintenance of the Colorado River Levee Interceptor.

(c) Collection System and Facility Capital Improvement Costs: From time to time, capital improvements will be made to the Facility, and the collection system to the Facility. When these capital improvements occur, the District's share of the costs shall be the ratio of the average daily flow received from the District over the average daily flow treated at the Facility for the prior calendar year, times the total capital improvement cost. In 2024, the City received an average daily flow of 29,170 gallons per day from the District and the Facility had an average daily flow of 7.059 million gallons per day (mgd). Thus, the District's percentage of capital costs incurred in 2025 is 0.41 percent. This percentage will be adjusted annually, in January of each year.

Billing for capital improvement costs will be accompanied by a letter from the City certifying the costs are necessary for maintaining efficient operations of the Facility or of the collection system. The City shall provide a cost breakdown for all capital improvement charges billed to the District.

The City will endeavor to provide the District by May 31 of each year an estimate of the annual capital improvement costs for the following fiscal year, but the City's failure to provide this estimate to the District shall not relieve the District of its obligation to pay its share of any such costs.

6. Cash Bond. Within thirty (30) days after executing this Agreement, District shall deposit with City a cash or surety bond in the amount of \$10,000.00 ("Bond") in a form acceptable to the City. The City is not required to maintain the Bond in a segregated account, and the Bond will be used to assure the District's obligations under this Agreement. The Bond may be drawn upon by the City by presentation of written notice to the District as provided by this Agreement, signed by the City Administrator certifying that the District has failed to comply with this Agreement, stating the nature of noncompliance, and stating the amount being drawn. After notice to District that the City has drawn upon any amount of the Bond, District shall deposit a sum of money sufficient to restore such Bond to the original amount within thirty (30) days or within a longer timeframe agreeable in writing to City. The rights reserved to the City with

respect to the Bond are in addition to all other rights of the City, and no action proceeding against the Bond will affect any other right City may have.

7. Prompt Payments. The District will make all payments owed the City within (30) days of the date of billing. City may use the Bond for delinquent payments owed the City.

8. Conditions of Service. The District agrees to comply with all regulations, ordinances and policies adopted by the City related to the permissible chemical and physical properties of sewage and wastes delivered for Service at the Facility. Throughout the term of this Agreement, the District shall maintain an Industrial Discharge Permit issued by the City. The District shall not install any new commercial or industrial connections without written approval from the City. Each year, the District shall provide to the City a list of all non-residential discharges to the District's collection system.

9. Effluent Standards. The City shall provide the District, within sixty (60) days of the effective date of this Agreement, effluent characteristics (regulated pollutants and concentrations) that will be used to identify the existence of pollutants or concentrations of pollutants at the District operated meter that may disrupt the efficient operation of the Facility, or pass through the Facility in violation of the Facility's Arizona Pollutant Discharge Elimination System ("AZPDES") permit incorporated in the District's Industrial Discharge Permit. Such concentrations shall not exceed those of the local limits for the affected pollutants developed by the City pursuant to the City's codes and regulations, including City of Yuma Code § 191-51 and the EPA Pretreatment Limits contained in 40 C.F.R. Chapter I Subchapter N (the "Local Limits"). If the City revises its Local Limits, the City shall forward a copy of such revisions to the District within ten (10) days of enactment and the District's Industrial Discharge Permit shall be reopened for the purpose of incorporating the revised Local Limits. The District shall notify and ensure that the District's users comply the City's effluent standards and Local Limits.

10. Monitoring. Monitoring of the quality of sewage and wastewater in the Winterhaven Delivery System shall be conducted by the District in the manner, frequency, and at the location(s) prescribed by the District's Industrial Discharge Permit. If the City samples sewage and wastewater In the Winterhaven Delivery System or at any other point after the system but before the effluent enters the Facility, the City shall (upon request from the District) provide the District with a split-sample of all samples taken and shall provide the District with the results of any testing or analysis of the sample, along with supporting documentation.

11. Inspections. The District shall allow the City access to inspect the District's facilities and collect samples of effluent from the District's facilities to determine compliance with the City's effluent standards and the terms and conditions of the District's Industrial Discharge Permit. Upon request from the District, the City shall provide the District with a split-sample of any sample taken by the City and shall provide the District with the results of any testing or analysis of the sample. If the City determines after inspection that there is reasonable basis to believe that the Industrial Discharge Permit is being violated, the City shall have the enforcement authority

prescribed by 40 C.F.R. § 403.S(F)(S), the City's Enforcement Response Plan, and the laws of the State of Arizona.

The City may terminate Service to the District and refuse to accept effluent from the District if the City determines the District's wastewater flows violate the City's effluent standards and Local Limits.

12. Environmental Compliance. At least once each year, the District shall test for the pollutants listed in 40 C.F.R. Part 423, Appendix A (Priority Pollutants) and any successor regulations, as now or hereafter amended, and provide the test results for each pollutant to the City.

(a) The District represents to the City that the District's sewage and wastewater consists only of domestic and municipal sewage and wastewater and does not contain industrial sewage and wastewater that is subject to federal, state, or local pretreatment requirements.

(b) The District shall notify the City upon receiving an application or other notice from an industrial facility, including any tribal entity, that intends to connect to the District's collection system and discharge industrial wastewater. Before allowing such industrial facility to discharge into its system, the District shall consult with the City and the Environmental Protection Agency ("EPA") to develop appropriate pretreatment requirements applicable to such industrial facility. At a minimum, such requirements shall include all relevant federal pretreatment standards.

(c) Regardless of the pretreatment standards imposed by the District, no entity discharging industrial wastewater to the District's system for treatment by the City may discharge in violation of the City's sewage regulations and pretreatment standards, unless otherwise agreed to in writing by the City.

13. Dispute Resolution. The parties agree to make best efforts to resolve disputes that arise under this Agreement through good faith negotiations. If the dispute involves issues relating to compliance with local, state, or federal sewage and wastewater quality, pretreatment regulations, or AZPDES permit compliance, the Parties will request a representative of the Arizona Department of Environmental Quality ("ADEQ") and/or the EPA to participate in negotiations.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this paragraph.

15. No Waiver. Neither Party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other Party on one or more occasions to insist upon or seek compliance with any such terms or conditions.

16. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other partes of this Agreement shall be in full force and effect.

17. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

18. Indemnity. The District agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and elected officials for, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorney's fees court costs and the costs of appellate proceedings), caused in whole or in part by any negligent, reckless, or intentional acts, mistakes, errors, or omissions of the District, whether authorized by the District or not, including all claims or actions based upon or arising out of damage or injury to property or persons or death caused by or sustained in connection with this Agreement. This indemnification responsibility extends to the District, its employees, agents, volunteers, officials, or officers, contractors and subcontractors, directly or indirectly employed by the District. The amount and type of insurance coverage set forth below will not be construed to limit the extent or scope of this indemnity.

19. Insurance. The District shall, at its own cost expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, products/completed operations, and coverages for any and all environmental requirements under the law and this Agreement. Liability limits shall be no less than \$1,000,000, per occurrence/per location, \$2,000,000 combined single limit for the date(s) the Agreement is in effect and District's policy shall name and endorse the City as an additional insured and include an endorsed waiver of subrogation in favor of the City. The policy provided hereunder shall: 1) contain a provision whereby the insurance company agrees to give the City thirty (30) days written notice before the insurance is cancelled; 2) be written on an occurrence basis; 3) provide for primary coverage without right of contribution from any insurance of the City; and 4) be maintained with companies either rated no less than A- in the most recent edition of "Best's Insurance Guide" or otherwise reasonably acceptable to the City. To the fullest extent permitted by law, if Licensee maintains higher limits than the minimums shown above, City shall be entitled to coverage for the higher limits maintained. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein.

The commercial general liability policy must include Explosion, Collapse and Underground (X, C, U) and must not exclude:

1. Claims arising from pollution caused by environmental work
2. Asbestos related claims
3. Laboratory analysis

4. Treatment facility operations if it is required within the scope of work or services.

The District shall also carry Pollution Liability coverage with project-specific limits of \$1,000,000.00 per loss and \$2,000,000.00 annual aggregate for losses caused by pollution conditions that arise from the District's performance under this Agreement. The coverage must include:

1. Bodily injury, illness, death, mental anguish or shock;
2. Property damage, including but not limited to physical injury or destruction, loss of use, and cleanup costs; and
3. All defense costs, including charges and expenses for investigation and claims adjustment.

Prior to any Service provided by the City under this Agreement, the District shall provide the City with certificates of insurance and a copy of the endorsements as required by this Agreement. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services. Failure to provide the required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein.

20. No Assignment, Partnership or Modification. Neither Party may transfer or assign its interest in this Agreement without the written consent of the other Party. Nothing in this Agreement creates a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other. No modifications, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

21. Notices. All notices, demands, instructions, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

To the District: Winterhaven County Water District
494 Second Avenue; PO Box 787
Winterhaven, CA 92283

To the City: City of Yuma
270 West 13th Street
Yuma, Arizona 85364
Attn: Utilities Department Director

22. Default and Remedies. Unless warranted by an imminent and substantial endangerment to public health or the environment, each Party agrees to give a defaulting party thirty (30) days to cure the default before initiating legal action. If the defaulting party does not cure the default within 30 days of receiving notice of such default, the non-defaulting party may initiate legal action to cure, correct or remedy the default or to enforce any covenant or agreement herein.

The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

23. Authority to Act; Counterparts. Each undersigned representative of the Parties certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, this Agreement is executed effective as of the ____ day of November, 2025.

Winterhaven County Water District

By: 
Name: Rosalba Martinez
Title: Board President

CITY OF YUMA, an Arizona municipal corporation

By:
Name: John D. Simonton
Title: City Administrator

Attest:

By:
Name: Lynda L. Bushong
Title: City Clerk

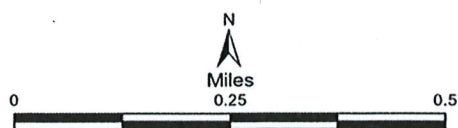
Approved as to form:

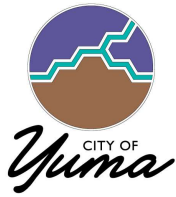
By:
Name: Richard W. Files
Title: City Attorney

Exhibit “A”

Description of Winterhaven County Water District

Winterhaven Water Service Area





City of Yuma

City Council Report

File #: R2025-096

Agenda Date: 11/5/2025

Agenda #: 2.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☒ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Neighborhood and Economic Development	☒ Unique & Creative	☐ Public Hearing

TITLE:

Resolution of Support: Arizona Commerce Authority (ACA) Economic Strength Project (ESP) Application

SUMMARY RECOMMENDATION:

Authorize the submission of the ESP grant application to the Arizona Department of Transportation and, if awarded, approve acceptance of grant funds to advance the design and construction of the roadway improvements near Interstate 8 and Avenue 4E. (Community Development/Neighborhood & Economic Development) (Cynthia Blot)

STRATEGIC OUTCOME:

The proposed resolution advances the City Council's strategic outcomes of Safe and Prosperous and Unique and Creative by allocating funding for the construction of a new asphalt-paved roadway. This improvement will provide essential access to currently undeveloped sites located near Interstate 8 and Avenue 4E, thereby facilitating significant economic development opportunities and ensuring land use decisions remain aligned with the City's long-term goals for economic vitality.

REPORT:

The City of Yuma is pursuing funding through the Arizona Department of Transportation's Economic Strength Projects (ESP) grant program to assist with the construction of a new asphalt-paved roadway near Interstate 8 and Avenue 4E. The proposed roadway will establish essential access to currently undeveloped parcels, positioning the area for future economic development and private investment.

Background and Purpose:

The project supports the City's long-term goals of improving transportation infrastructure and fostering sustainable economic growth. The ESP grant application seeks to leverage City funds with State assistance to expedite design and construction of the roadway. This collaboration will enhance project delivery efficiency and maximize the economic benefits realized by the community.

Expected Outcomes:

Upon completion, the new roadway will:

- Improve access and circulation in a developing area near Interstate 8;
- Increase the City's competitiveness in attracting new commercial and industrial enterprises;
- Support job creation and private investment opportunities; and

- Strengthen the overall resilience and connectivity of Yuma's transportation network.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 38,360.00	BUDGETED:	\$ 38,360.00
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	\$ 38,360.00	6902: Economic Development Incentive Fund	

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

RESOLUTION NO. R2025-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, SUPPORTING THE APPLICATION FOR “ARIZONA COMMERCE AUTHORITY (ACA) ECONOMIC STRENGTH PROJECT (ESP) GRANT” TO IMPLEMENT THE ROADWAY IMPROVEMENTS PROJECT

WHEREAS, the City of Yuma (City) supports infrastructure improvements to promote sustainable economic development, enhance transportation access, and strengthen regional industries; and,

WHEREAS, through the Arizona Commerce Authority’s Economic Strength Project (ESP) grant program, assistance is available to the City to implement roadway construction and improvement projects that directly support economic development; and,

WHEREAS, the City seeks funding in the amount of \$345,240.00 for the construction of a new asphalt-paved road providing critical access to undeveloped sites near Interstate 8 and Avenue 4E, unlocking significant economic development opportunities; and,

WHEREAS, this roadway improvement project will provide essential access to a proposed facility, projected to generate 40 new jobs with an average wage of \$82,500 per year and attract up to \$113 million in capital investment to the region; and,

WHEREAS, the City of Yuma is committed to providing the required cash match contribution of \$38,360.00, which will come directly from the City’s General Fund, ensuring compliance with ESP grant requirements; and,

WHEREAS, the project will be completed within an anticipated construction timeline of three months, with long-term benefits for economic development, job creation, and sustainable infrastructure;

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

SECTION 1: The Yuma City Council has the legal authority to enter into an agreement with the Arizona Commerce Authority and authorizes the City Administrator to execute any and all documents related to the ESP grant application.

SECTION 2: The City Council has reviewed and strongly supports the City’s ESP grant application for the construction of a new asphalt-paved road providing direct access to the proposed facility and surrounding development sites.

SECTION 3: The City of Yuma is capable of providing the required \$38,360.00 cash match contribution from its General Fund to meet the funding requirements of the ESP grant.

SECTION 4: The City of Yuma will work with the Arizona Commerce Authority to meet established deadlines for entering into a grant or cooperative agreement.

SECTION 5: That the City Administrator is authorized to execute the grant and cooperative agreements with The Arizona Department of Transportation Multimodal Planning Division.

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

Initial here to indicate content has been reviewed and Agreement is ready to be signed.

Initial here to indicate content has been reviewed and Agreement is ready to be signed.

Agreement / CAR Number	GRT-25-0011325-T
AG Contract Number	P0012013003419
AFIS Vendor Number & Address Code	IV0000003032 A0002
AFIS Program/Phase Eligible From Date Eligibility Expiration Date Project Details	Refer to Exhibit A

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
THE THE CITY OF YUMA

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-7281, is entered into _____ between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE or ADOT, and the THE CITY OF YUMA Local Government herein referred to as the RECIPIENT. The STATE, ADOT, and the RECIPIENT are collectively referred to as the “Parties”, and individually as STATE, ADOT, RECIPIENT, and “Party”.

I. RECITALS

- 1) ADOT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.
- 2) RECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.
- 3) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements. The STATE and the RECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of State Economic Strength Project Funds and carried out according to this Agreement and under the applicable sections of ARS 28-7282 et seq.
- 4) Exhibit B: Program Description and Contact Information provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement. All the contacts needed for processing or communications are also provided.
- 5) Exhibit C: Responsibility Matrix delineates key requirements specific to roles. The STATE and the RECIPIENT desire defining their respective responsibilities related to the expenditure and reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.

- 6) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to RECIPIENT procurement in this Agreement.
- 7) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.
- 8) Exhibit F: Insurance (Risk Management) Requirements provides mandatory insurance requirements.
- 9) The RECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with State Executive Order Number 2009-09, as amended by State Executive Orders 2023-01 and 2023-09, issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination" or Arizona Revised Statutes §§ 41-1461 through 1465, and all other applicable STATE and federal employment laws, rules and regulations..
- 10) RECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by RECIPIENT shall be indicated in and deducted from request for reimbursement.
- 11) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.
- 12) The State has the authority to re-distribute Award if the signed Agreement is not received by the program required deadline, or if applicable cash Match (if required) is not received, so that the Agreement may be executed within 90 calendar days from the date that Exhibit A documenting Award is distributed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

- 1) RECIPIENT shall provide specific services or activities related to eligible funding, herein called the PROJECT in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as described in Exhibit B and the PROJECT description and Award described in Exhibit A.
- 2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program.
- 3) PROJECT Award is limited to the quantity, description, and/or pricing of the items identified in Exhibit A. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement or incurring expenses. Approvals will result in a modified Exhibit A being issued. For PROJECT Award items being procured by ADOT, actual

pricing that exceeds the estimate on Exhibit A and requiring additional MATCH will be confirmed with the RECIPIENT prior to purchase.

- 4) RECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the “Expenses Eligible from Date” and must occur prior to the “Eligibility Expiration Date” established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible.
- 5) Authorized PROJECT-appropriate expenses and costs associated with the PROJECT Award, supported by receipts and other suitable and appropriate documentation, and incurred within the Exhibit A established data range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 30 calendar days after the calendar quarter within which the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager. Extensions must be documented on a Modified Exhibit A.

III. RESPONSIBILITIES

1) ADOT or its assignees will:

- a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.
- b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.
- c. Assure funding is available to reimburse invoices submitted no later than 30 calendar days beyond the Eligibility Expiration Date of the Project unless the project is moved to an inactive status because no invoicing has been received for two consecutive calendar quarters.
- d. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 calendar days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.
- e. Communicate with RECIPIENT as necessary to facilitate program compliance and procedural efficiency.

2) RECIPIENT will:

- a. Administer the grant from award to closeout.
- b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.
- c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.

- d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that the RECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project.
- e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.
- f. Ensure that matching funds qualify under Program requirements and submit payment of Grant required MATCH or other fees as indicated in Exhibit A upon demand by the STATE.
- g. Comply with all terms of the Grant Program in accordance with the RECIPIENT application(s) and statutes in effect at the time of application or subsequently revised and incorporated herein by reference.
- h. Perform all tasks designated on the Responsibility Matrix. Copy the Arizona Corporation Commission (ACC) Project Manager on all progress or status reports from the matrix.
- i. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.
- j. Communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.
- k. In the event of an accident involving any equipment funded under this Agreement, the RECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Finance & Administration Manager (see Exhibit B) electronically via email. Any insurance proceeds received when project property has been lost or damaged, the grantee shall a) apply those proceeds to the cost of replacing the damaged or destroyed project property taken out of service or b) return an amount equal to the remaining STATE interest in the lost, damaged, or destroyed project property. The RECIPIENT agrees to request from and adhere to guidance from the ADOT Project Manager regarding which option shall be followed.
- l. Communicate with STATE as necessary to facilitate program compliance and procedural efficiency.
- m. Provide all required reports required by Program requirements or as requested by ADOT in a timely manner and as required by the STATE.
- n. Ensure users of PROJECT equipment and/or services meet applicable regulations and statutes.
- o. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

- p. Comply with Performance Measure requirements when and as established or as designated by the STATE for its compliance.
- q. Comply with Cross-Cutting requirements for asset management plans and reporting of asset inventory and condition information when and as established by the STATE.
- r. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.
- s. Report to the STATE as required by the program but at a minimum so that payments may be completed quarterly on the Billing Summary and Reimbursement form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed in Exhibit A, as authorized and allowable under the grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation.

The final invoice for each State Fiscal Year for all work completed through June 30 each year shall be submitted no later than July 15 each year. In the event this deadline cannot be met, the RECIPIENT shall communicate with the MPD Finance Manager to establish a deadline for submission. Invoices received after the deadline for submission may be deemed non-reimbursable.

In the event that no expenditures occurred during a calendar quarter, submit a progress report to the ADOT Project Manager and explain the delay in the Project or reason for no billable charges. Projects with no billable activities for two consecutive quarters may be placed in an inactive status without this evidence.

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the RECIPIENTs federal cognizant agency and accepted by ADOT as indicated on Exhibit A.
 - Be necessary and reasonable for proper and efficient performance and administration of the Project;
 - Be an eligible expense under program regulations and requirements;
 - Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
 - Be determined in accordance with generally accepted accounting principles (GAAP);
 - Be excluded as a cost or not used to meet cost sharing or matching requirements of any other award in either the current or a prior billing period;
 - Be the net of all applicable credits; and
 - Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.
- t. Submit program required reports of procurement activities according to the section labeled: **PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS** and submit reports of contract activities via email in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

- 1) **Term Incorporation:** This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is RECIPIENT responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORS and SUBCONTRACTORS for use of grant funds shall incorporate the provisions contained herein.
- 2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction plus 36 months after Project completion.

This Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) calendar days written notice to the other party.

- 3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated by signature on the modified Exhibit A by an authorized signatory from the RECIPIENT.
- 4) **Match:** Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and MATCH indicated. Without advance approval, RECIPIENT is responsible for all of the increased price or quantity procured.

In the event that this Agreement is terminated after matching and/or fee funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted fees may be non-refundable, depending on the purpose of the fees except when this Agreement is terminated by ADOT or the STATE at no fault of the RECIPIENT.

In circumstances where the RECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient or program.

- 5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 6) **Statutory Compliance:** All parties shall comply with all applicable federal, state, and local requirements including all applicable provisions of A.R.S. 28-7281 through 28-7286 et seq. and other applicable regulations where and when relevant.
- 7) **Conflict of Interest:** This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511. The cancellation shall be effective when notified by the Department.
- 8) **Recordkeeping:** All RECIPIENTS and/or their CONTRACTORS and the parties shall retain all data, books, and other records relating to this Agreement for a period of five (5) years after completion of the Agreement. Completion of the Agreement means the awarded Project is completed or has been canceled, all stated obligations and requirements have been met, all financial transactions are processed, and all required reporting has been completed. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214.
- 9) **Audit:** The administration of resources awarded by ADOT to the RECIPIENT may be subject to audits and/or monitoring by ADOT including but not be limited to: on-site visits by ADOT staff or designees, and limited scope audits. By entering into this Agreement, the RECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the RECIPIENT is appropriate, the RECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the RECIPIENT regarding such audit. The RECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the RECIPIENT to monitor their sub-recipients.

The RECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contact information, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contract information and status of findings will also be reported to ADOT.

If the RECIPIENT fails to take corrective action, ADOT will make a determination to:

- a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the RECIPIENT of disallowed costs, or
- b. take other action as determined appropriate.

If the RECIPIENT has not completed corrective action, a timetable for follow-up should be provided with an explanation and specific reasons for non-completion.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or

arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted shall be submitted to SingleAudit@azdot.gov.

Copies of written communication between the RECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the RECIPIENT directly to SingleAudit@azdot.gov.

- 10) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statute 12-1518.
- 11) **Third Party Antitrust Violations:** The RECIPIENT assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the RECIPIENT toward fulfillment of this Contract.
- 12) **Immigration:** To the extent applicable under Arizona Revised Statutes Section §41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section §23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.
- 13) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the RECIPIENT or STATE without penalty or recourse.
- 14) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.
- 15) **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any

third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

- 16) **Title VI of the Civil Rights Act of 1964.** ADOT and its RECIPIENTS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act and shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259). Refer to Exhibit E for requirements in contracting and procurement.
- 17) **Israel Boycott Not Permitted.** The RECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.
- 18) **Forced Labor of Ethnic Uyghurs Ban:** Pursuant to Arizona Revised Statutes § 35-394, the SUBRECIPIENT warrants and by signing this Agreement so certifies that it does not currently, and agrees for the duration of the contract that it will not use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the SUBRECIPIENT becomes aware during the term of this Agreement that the SUBRECIPIENT is not in compliance with this certification, the SUBRECIPIENT shall notify ADOT within five business days after becoming aware of the noncompliance, and within 180 days after notice, provide written certification that the SUBRECIPIENT has remedied the noncompliance. This item does not apply to not-for-profit organizations or organizations with fewer than ten (10) full-time employees.
- 19) **Duplicate Funding Not Permitted.** The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.
- 20) **Disadvantaged Business Enterprise Program.** ADOT's Disadvantaged Business Enterprise Program does not apply to this Grant Agreement because there is no ADOT provided federal funding. However, in the event that the RECIPIENT is using federal funds for any part of this project, or if the project is within the bounds of a federally-funded project, the RECIPIENT is responsible for complying with any DBE requirements of those projects.
- 21) **EXHIBITS:** All Exhibits A through F are incorporated into this Agreement by reference and provide specific terms and conditions or information relevant to the use of funds under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF YUMA

STATE OF ARIZONA

Arizona Department of Transportation

By

John Simonton

By

Matt Moul, Division Director
Multimodal Planning Division

Date Signed

Date Signed

APPROVAL OF THE THE CITY OF YUMA

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the THE CITY OF YUMA and declare this Agreement to be in proper form and within the powers and authority granted to the THE CITY OF YUMA under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED _____

Richard Files

Attorney for the THE CITY OF YUMA



Office of the Arizona Attorney General

KRIS MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

VANESSA HICKMAN
DIVISION CHIEF COUNSEL
DANIEL BERGIN
SECTION CHIEF
DIRECT LINE: 602-542-8840
E-MAIL: DANIEL.BERGIN@AZAG.GOV

GRANT AGREEMENT
DETERMINATION

A.G. Contract No. P0012013003419 (MPD Agreement No. _____), an Agreement between the State of Arizona and The City of Yuma has been reviewed pursuant to A.R.S. § 28-7281, by the undersigned Section Chief who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:

KRIS MAYES
Attorney General

Daniel Bergin
Section Chief
Transportation Section

DB/sp/

Exhibit A		
PROJECT AWARD DESCRIPTION		
Award Title	Project Description	
MPD0756-26 Project Ambition	Road construction on 28th Street to provide critical access to a lot near I-8 and Avenue 4E.	
Funding (Program/Phase)	Eligible for Use Date = Agreement Execution Date (See Page 1 of this Agreement)	Final Expiration Date for Reimbursement Requests (18 months from Agreement Execution Date)
GCY2601C		
Estimated Total Project Costs from Application (The Recipient is responsible for all costs beyond the Grant Award.)	\$7,850,000.00	Source for Local Cash Match
Total Grant Award to be applied to ESP Eligible Project Costs (The Recipient may not request reimbursement for Ineligible Costs)	Local Cash Match Required (at least 10% of ESP Eligible Project Costs) (The Recipient may not use Federal funds as Match for this grant.)	
\$345,250	\$38,360	Source of Match Acknowledge as Eligible Non-Federal source.
Eligible Project Costs include but are not limited to:	Public highway construction and/or reconstruction	
	Turn Lanes	
	Acceleration/deceleration lanes	
	Utility placement within the public right of way that is a component of the overall public highway construction project	
	Curb and gutter and/or other drainage construction associated with the overall public highway construction project	
Costs ineligible for reimbursement or use as a match include but are not limited to:	Application preparation	
	Routine maintenance and rehabilitation	
	Landscaping	
	Beautification	
	Construction of areas not designated for vehicular traffic such as sidewalks, etc.	
	Work done on private property	
	Signage for private companies	
	Contingency fees	
	Property purchase or easements	
	Roadway and highway design and engineering	
	Work done prior to the effective date of the ESP agreement	
	Grant administration	

EXHIBIT B
PROGRAM DESCRIPTION and CONTACT INFORMATION
Economic Strength Projects Grant Program
State of Arizona Highway User Revenue Fund 100%

The ESP is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The ESP will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following: (i) retain a significant number of jobs, (ii) significantly increase the number of new jobs, (iii) foster significant private capital investment and (iv) otherwise make a significant contribution to the regional economy, particularly in base industries.

Administration of the ESP is shared between the Arizona Commerce Authority (ACA) and the Arizona Department of Transportation (ADOT). After initial screening by the ACA of eligible Projects and a recommended priority ranking of eligible Projects by the ACA's Rural Business Development Advisory Council (RBDAC), ADOT is charged with the final selection of approved Projects and with the contractual and financial administration of the Program. Further, see RFP Sections 3.1 and 4.1 and A.R.S. §§ 41-1505(E) and 28-7286(A).

Available Funding

Funding for the Program is allocated to ADOT through the Highway User Revenue Fund. The total amount available for grants pursuant to the ESP is \$1,000,000. The ACA and ADOT reserve the right to award less than \$1,000,000 in ESP grants depending on, among other considerations, the number and quality of Project proposals ("Proposals") received. Unallocated Program funds may be available for use in future Economic Strength Grant Project funding rounds. A single ESP grant award cannot exceed \$500,000. There is no prescribed minimum ESP grant award. The ACA and ADOT may choose to make one or more ESP grant awards.

Eligible Applicants

Applicants eligible for the ESP are as follows:

- Arizona incorporated cities and towns with populations of less than 150,000 (based on U.S. Census Bureau 2010 population data) not contiguous with or situated within a Metro Area
- Arizona counties with populations of less than 750,000 (based on U.S. Census Bureau 2010 population data)
- Federally recognized Indian tribes situated in Arizona.

STATE Contact Information				
ADOT MPD	Agreement Contact	Reimbursement Contact	ADOT Project Manager	ACA Project Manager
Name	Sally J. Palmer	Angela Ringor Estrada	Sharay Satchell	Keith Watkins
Title	Contracts Program Manager	Senior Accountant	Economic Strength Program Manager	Sr. VP of Economic and Rural Development
Email	SPalmer@azdot.gov	ARingorEstrada@azdot.gov	Ssatchell@azdot.gov	keithw@azcommerce.com
Phone	602-712-6732	602-712-8316	602-712-7337	602-845-1278
Invoice Submissions	MPDInvoice@azdot.gov			
Mailing Address	Arizona Department of Transportation			
	Multimodal Planning Division			
	Mail Drop 310B			
	1611 W Jackson			
	Phoenix, AZ 85007			

RECIPIENT Contact Information			
Contact info from Application	Contract Legal Signatory <i>Authorized to Execute Agreement</i>	Attorney Contact <i>Sign Determination (Agreement in proper form and within the powers and authority granted)</i>	Project Manager <i>Reviews Agreement Content and Starts signature process; Responsible for Managing Project and Tracking Progress</i>
Name	John Simonton	Richard Files	Laura Pina
Title	City Administrator	City Attorney	Grant Writer, City Administration
Email	john.Simonton@yumaaz.gov	richard.files@yumaaz.gov	laura.pina@yumaaz.gov, laura.martinez@yumaaz.gov
Phone	928.373.5011	928.373.5050	928.373.5014
Contact info from Application	Risk Manager OR Insurance Agent OR Broker <i>Signs Insurance Checklist and provides Insurance Documents</i>	Agreement Contact <i>Receives Executed Agreement for Official Agency Records (Optional)</i>	Accounting Contact <i>Receives Executed Agreement for Funding and Billing Records; Point of Contact for Questions on Billing (Optional)</i>
Name	Pamela Torres	Laura Pina	Maura Luna
Title	Legal Analyst	Grant Writer, City Administration	Principal Accountant
Email	pamela.torres@yumaaz.gov	laura.pina@yumaaz.gov, laura.martinez@yumaaz.gov	maura.luna@yumaaz.gov
Phone	928.373.5056	928.373.5014	928.373.5000 Ext.1722
Mailing Address	One City Plaza		
	Yuma, AZ 85364		
Remittance Address	One City Plaza		
	Yuma, AZ 85364		

EXHIBIT C
RESPONSIBILITY MATRIX

Actions (not all-inclusive list)	RECIPIENT Responsibility	STATE / ADOT Responsibility
Agreement Reviews / Approval	Submit to attorney for review prior to presentation to the governing body; Governing body must take appropriate action to approve the Agreement and provide evidence of said action	Draft and send to the Awarded Recipient
Match Approval	Where required, obtain official approval/vote and submit to ADOT Contract Program Manager within 90 calendar days of notice of award, identifying original source (federal agency, local revenue, not-for-profit, for-profit.)	Review/Approve as eligible; Maintain Documentation
Execute Agreement	Sign Agreement and return within 60 calendar days of receipt	Execute Agreement within 90 calendar days from award of grant.
Procurement	Procure according to rules established in the Agreement.	Determine applicable procurement laws, rules, and regulations
Expenditures	Expenditures are only eligible upon the execution date of the Agreement and must be incurred within 18 months	Review/Approve as eligible and within permissible timeframe
Reimbursement Requests	Submit the first reimbursement request no later than 8 months after the effective date of the Agreement. Submit Reimbursement/Billing Summary form and adequate support documentation to MPDInvoice@azdot.gov	PM - Review and Approve/Reject within 7 calendar days; Grant Accountant - process payments within 14 calendar days from receipt
Match	Allocate at least 10% match to qualifying project costs on every reimbursement request, identifying fund source	Review/Approve as eligible. Grant funds from other State-funded programs, including the ACA's Rural Economic Development Grant ("REDG"), are ineligible as matching funds
Progress Reports	Submit within 20 calendar days after the close of each calendar quarter	Determine content and provide the forms. Track project outcomes relative to goals
Annual Outcome Report	Provide an annual outcome report for a period of 36 months	Track project outcomes relative to goals
Compliance	Comply with all applicable terms and conditions as stipulated in the Agreement and in the application guide.	Oversight & Contract Administration

EXHIBIT D
PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the RECIPIENT is authorized to procure Project construction services, RECIPIENT is responsible for following all procurement requirements established in the Agreement, by the Program, and applicable Arizona Revised Statutes. Include applicable contract provisions in every third-party contract and purchase order.

In the event that zero federal monies will be used as match and this project is not within the bounds of an existing federally funded project:

1. If the recipient has completed procurement self-certification processes through ADOT, the recipient shall follow the certified procurement rules.
2. If the recipient is not “self-certified” and is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code. In the event the State Procurement Code has not been adopted, the recipient must reconcile the differences between local procurement rules and the State Procurement Code and receive authorization to proceed under local rules.

In the event this project is within the bounds of an existing federally funded project, procurement of the portion of the project funded by these ESP dollars must be procured as required under the federally-funded project’s requirements except that:

1. If the recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then it shall apply.
2. All other recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq. Contract provisions are available from <http://www.ecfr.gov>.
3. The regulations required by the federal funding agency shall be adhered to explicitly. The recipient must locate the federal funding agency required procurement requirements and contract provisions For example: FHWA procurement requirements can be linked to at: <http://www.fhwa.dot.gov/construction/> and contract provisions are located at: <http://www.fhwa.dot.gov/construction/contracts/provisions.cfm>

EXHIBIT E
DISCRIMINATION & TITLE VI REQUIREMENTS
(REV 04092025)

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the RECIPIENT is herein notified of such.

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4), the Americans with Disabilities Act (ADA) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such

direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

EXHIBIT F
INSURANCE (RISK MANAGEMENT) REQUIREMENTS
For Projects that Include Construction
(Effective 12/02/2020)

Indemnification: To the fullest extent permitted by law, the RECIPIENT shall defend, indemnify, and hold harmless The State of Arizona, and its departments, agencies, boards, commissions, universities, Officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the RECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such RECIPIENT to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the willful acts or omissions of the Indemnitee, be indemnified by the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the RECIPIENT for the State of Arizona.

In addition, should a Recipient utilize a contractor(s) and subcontractor(s), the indemnification clause between the Recipient and its contractor(s) and subcontractor(s) shall include the indemnification clause above.

INSURANCE REVIEW: RECIPIENT must complete and sign the *ADOT ESP GRANT INSURANCE CHECKLIST* and submit to mlb_mpd@azdot.gov the completed checklist and required evidence of insurance or self-insurance for Risk Management review. Risk Management will review for compliance and notify the RECIPIENT of acceptance or deficiencies which require corrective action and resubmission until acceptance is received.

Proper permits must be obtained to conduct business or work on ADOT’s right of way when applicable.

Minimum insurance requirements applicable to RECIPIENT and Contractors:

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$1,000,000

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. As required by this written agreement, policies or evidence of self-insurance shall be endorsed to include the State of Arizona and the Arizona Department of Transportation as additional insured with respect to liability arising out of all activities performed by, or on behalf of the RECIPIENT. (Workers Compensation is exempt from this requirement)
2. Policies or evidence of self-insurance shall waive subrogation in favor of the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the RECIPIENT, as required by this written agreement.

Additional Insurance Requirements

The policies or evidence of self-insurance shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. RECIPIENT's policies or evidence of self-insurance, as applicable, shall stipulate that the insurance or self-insurance required under this Agreement shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Insurance or self-insurance provided by the RECIPIENT shall not limit liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies or coverage required within the Insurance Requirements of this Contract, RECIPIENT's insurance or self-insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, the RECIPIENT must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers

RECIPIENT's insurance policies shall be placed with companies licensed in the State of Arizona or hold

approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

RECIPIENT shall furnish the State of Arizona with Certificates of Insurance (valid ACORD form or equivalent approved by the State of Arizona) with the required endorsements / relevant policy sections OR evidence of self-insurance to establish compliance with requirements herein. An authorized representative shall sign the Certificate(s) or evidence of self-insurance.

1. Certificates and endorsements/relevant policy sections, or evidence of self-insurance must be received by the State before work commences. The State’s receipt of evidence of insurance or self-insurance that does not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
2. Each insurance policy or self-insurance required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies or self-insurance as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
3. All certificates or evidence of self-insurance required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the Certificate of Insurance or evidence of self-insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Contractors/Subcontractors

Recipient’s Certificate(s) shall include all contractors/subcontractors as insured under its policies or Recipient shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each Contractor. **All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above.** The Department reserves the right to require, at any time throughout the life of this contract, proof from the Recipient that its contractors/subcontractors have the required coverage.

Approval and Modifications

ADOT, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

If the Recipient is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Initials indicate acknowledgement of Insurance Document & Checklist submission requirements.

Pamela Torres



ADOT ESP GRANT INSURANCE CHECKLIST

INSTRUCTIONS/TIPS/INFORMATION TO EASE THE INSURANCE PROCESS

- As soon as possible, share this Checklist and the insurance requirements in your Agreement with your risk manager, insurance broker, or insurance agent
- Gather the documents described at each checkbox below (you must provide ADOT with a copy of each)
- Sign the Checklist, attach required documents, and submit by email to your ADOT Project Manager

CERTIFICATE OF INSURANCE (OR EVIDENCE OF SELF-INSURANCE)

☐ Certificate of Insurance

OR

☐ Evidence of self-insurance (include required additional insured, waiver, primary/non-contributory language)

Recipient Initials _____

***Certificate Holder should read: The State of Arizona or ADOT, 1324 N. 22nd Ave., Phoenix, AZ 85009**

COMMERCIAL GENERAL LIABILITY

☐ **Additional Insured** endorsement form / policy section / self-insurance language for **Ongoing Operations**

☐ **Additional Insured** endorsement form / policy section / self-insurance language for **Completed Operations**

☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language

☐ **Primary and Non-Contributory** endorsement form / policy section / self-insurance language

Recipient Initials _____

AUTO LIABILITY

☐ **Additional Insured** endorsement form / policy section / self-insurance language

☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language

Recipient Initials _____

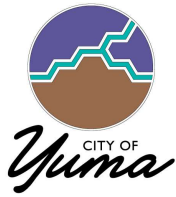
WORKER'S COMPENSATION

☐ **Waiver of Subrogation** endorsement form or self-insurance language

Recipient Initials _____

Recipient Representative Signature: _____ Date: _____

****All endorsements require the policy number** to be included on the endorsement. If the endorsement does not have a policy number location the endorsement name and form number is required on COI description area.



City of Yuma

City Council Report

File #: R2025-097

Agenda Date: 11/5/2025

Agenda #: 3.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: Engineering	☐ Safe & Prosperous ☐ Active & Appealing ☒ Respected & Responsible	☐ Motion ☒ Resolution
DIVISION: Development	☐ Connected & Engaged ☐ Unique & Creative	☐ Ordinance - Introduction ☐ Ordinance - Adoption ☐ Public Hearing

TITLE:

Development Fee Deferral: Saguaro Unit No. 6 Subdivision

SUMMARY RECOMMENDATION:

Adopt a resolution authorizing the City Administrator to execute an agreement to defer City of Yuma development fees and water and sewer capacity charges for Saguaro Unit No. 6 Subdivision, and to collect a \$500.00 administrative fee for the deferral agreement. The effective length of the deferral agreement is for three years from date of execution. (David Wostenberg) (Engineering)

STRATEGIC OUTCOME:

This item supports the Council's strategic outcome for Respected and Responsible in that it supports and assists the development community to continue providing quality growth within the City.

REPORT:

City Administration and staff previously met with the development community regarding local economic activity, particularly that of the construction industry, and determined to recommend to City Council that, upon payment of a \$500.00 deferral fee to cover City costs associated with processing and tracking deferrals, for a period of three years, all development fees, along with sanitary sewer and water capacity charges, would be eligible for deferral until prior to issuance of a certificate of occupancy. The eligibility for deferral is in accordance with the specific terms outlined in the proposed development agreement.

It is anticipated that deferring these development fees and capacity charges will help to stimulate economic activity and retain construction jobs. The deferral is accomplished in accordance with State Statute (A.R.S. §9-463.05), through a development agreement.

SD Development Yuma LLC has requested the deferral agreement for Saguaro Unit No. 6 Subdivision as shown in the attached development agreement and corresponding location map.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

+\$500

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

RESOLUTION NO. R2025-097

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING A DEVELOPMENT
AGREEMENT PERMITTING THE DEFERRAL OF CITY OF YUMA
DEVELOPMENT FEES AND WATER AND SANITARY SEWER
CAPACITY CHARGES FOR SAGUARO UNIT NO. 6 SUBDIVISION**

WHEREAS, the City of Yuma, Arizona desires to obtain those public benefits accruing from the development of property, which benefits include, but are not limited to, the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the property and by retention and generation of additional sales tax revenues through increased business activities; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, deferral of payment of development fees and water and sanitary sewer capacity charges until prior to issuance of a certificate of occupancy, will promote economic activity within the City of Yuma and shall constitute sufficient consideration for the deferral.

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

SECTION 1: The deferral of City of Yuma Development Fees, water and sanitary sewer capacity charges is approved in accordance with the terms of the Development Agreement attached as Exhibit A, and by this reference, made a part of this Resolution.

SECTION 2: Upon payment to the City of Yuma of the described \$500 administrative fee for Saguaro Unit No. 6 Subdivision, the City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

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

**RESOLUTION NO. R2025-097
DEVELOPMENT AGREEMENT
SAGUARO UNIT No. 6**

This Development Agreement (“Agreement”), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between SD Development Yuma, LLC, an Arizona Limited Liability Company, (“Owner”), as owner of the real property described in the Saguaro Unit No. 6 plat, lots 664 to 788, dated 10/02/2025, recorded as Yuma County Assessor’s Fee #: 2025-24352, and Book 37 of Plats, Page 60, (the “Property”) and the City of Yuma, an Arizona municipal corporation (“City”).

RECITALS

WHEREAS, the City desires to obtain those public benefits which accrue from the development of the Property and include (but are not limited to) the creation and retention of jobs, stimulation of further economic development within the City, increased property tax values based on improvements to be constructed on the Property, and by generation of additional sales tax revenues through increased business activity; and,

WHEREAS, A.R.S. § 9-463.05(B)(10) permits the deferral of payment of development fees for residential units when supported by appropriate security and included as part of a development agreement; and,

WHEREAS, for the mutual benefit of both parties, the sufficiency of which is acknowledged, the parties have entered into this Agreement to provide for the deferral of payment of City of Yuma Development Fees and City of Yuma water and sanitary sewer capacity charges upon the terms and conditions contained herein.

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

1. Term. This Agreement shall be effective (the “Effective Date”) upon execution by all of the parties and the payment to the City of a five-hundred-dollar (\$500.00) deferral fee. This Agreement shall expire three (3) years from the Effective Date (the “Expiration Date”) unless the parties mutually agree to an earlier termination.
2. Vesting. Vesting of deferred fees and charges shall accrue on a lot-by-lot basis. To vest the right to deferral, the residential unit must pass the under slab plumbing and building setback inspection (“underground inspection”) within 30 days of the date of issuance of the building permit. Time is of the essence. If the underground inspection is not successfully completed within 30 days of the issuance of the building permit, no right to deferral shall vest, and Owner shall either: (1) be issued a refund of 80% of the cost of the building permit and the building permit shall expire; or (2) all deferral amounts shall immediately be due and payable to the City to prevent the building permit from expiring. At the expiration or termination of this Agreement, any vested lot shall continue to enjoy the deferral benefit unless construction is abandoned by Owner. On the Expiration Date, the deferral benefit shall expire for any non-vested lot.

3. Deferral Benefits. Deferral of certain described City of Yuma Development Fees and water and sewer capacity charges shall be available to the Property throughout the term of this Agreement. An expired building permit shall not prohibit Owner from reapplying for the deferral benefit provided that a new building permit is applied for. When vested in accordance with paragraph 2 above, the deferral benefit shall include:
- a. Deferral of Payment of Citywide Development Fees and Water and Sewer Capacity Charges. For any platted lot within the Property, payment of City of Yuma Development Fees (the parks and recreational facilities development fee, the police facilities development fee, the fire facilities development fee, the general government facilities development fee, and the streets facilities development fee), and water and sewer capacity charges may, upon written request on a form provided by City staff, be deferred from the time of application for a building permit.
 - b. Application. At the time of application for the first building permit on the Property, Owner shall submit and sign a "Request for Deferral of City of Yuma Development fees and/or Water and Sewer Capacity Charges" (City of Yuma Form J) together with payment of a five hundred (\$500.00) dollar deferral fee (which shall cover the deferral costs for all of the Property for the term of this Agreement), payable to the City of Yuma. The deferred amount shall be calculated at the rate in effect at the time of construction permit or water meter issuance, signed by Owner and the City Administrator or the City Administrator's designee, and shall constitute an enforceable contract for the payment to the City of all deferred amounts. The completed Request for Deferral of City of Yuma Development Fees and Water and Sewer Capacity Charges, together with this Development Agreement, shall serve as the security required by statute for payment thereof. During the Term of this Agreement, any subsequent building permit application on the Property for which deferral is sought shall require Owner's signature on a City of Yuma Form J.
 - c. Period of Deferral. Payment in full of the deferred fees and charges shall be made to the City of Yuma no later than the date of issuance of any certificate of occupancy, whether temporary or otherwise. In the case of residential property, in the event that Owner does not request a residential certificate of occupancy, then the "date of final inspection" shall be substituted for "date of issuance of a certificate of occupancy."
 - d. Deferred Amount Due Upon Sale. Notwithstanding any sales contract or agreement to the contrary between Owner and the purchaser of any lot, part or portion of the Property which has a vested deferral, Owner shall pay all deferred amounts to the City prior to recording any deed transferring ownership or entering into a lease of the lot.
4. Notice. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt

requested, addressed as follows:

OWNER:

Brian L. Hall, Manager
SD Development Yuma, LLC
3064 S Ave B
Yuma AZ, 85364

CITY:

City Administrator
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436

If either party changes address, written notice of the change of address must be given to the other party. Notice of change of address is deemed effective five (5) days after mailing by the party changing address.

5. Successors and Assigns. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
6. Waiver. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the other party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy. No waiver of any provisions of this Agreement shall be binding upon either party unless in writing signed by both parties.
7. Governing Law and Venue. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties shall institute and maintain any legal action or other judicial proceeding arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.
8. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
9. Costs and Attorney Fees. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall recover, as part of such action or proceeding, all reasonable costs, expenses, and attorney fees as determined by the Court and not by a jury.
10. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

11. Recordation. The City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.
12. Estoppel Certificate. The parties agree that, upon not less than twenty one (21) business days prior written request from a party to this Agreement, a requested party shall execute, acknowledge and deliver to the party making such request a written statement certifying to the current status of the Agreement, including whether or not, a party is in default of any obligation or duty set forth within the Agreement. Any such certificate may be relied on by a prospective purchaser of any lot within the Property, or any prospective lender.
13. No Partnership. This Agreement does not create and is not intended to imply a partnership or joint venture between Owner and City.
14. Good Standing; Authority. Each of the parties represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of their respective party is authorized and empowered to bind the party on whose behalf each such individual is signing.

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

DATED this _____ day of _____, 2025.

CITY OF YUMA:

OWNER: SD Development Yuma, LLC

By: _____

John D. Simonton
City Administrator

By: _____

Brian L. Hall
Manager
SD Development Yuma, LLC

ATTEST:

By: _____

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By: _____

Richard W. Files
City Attorney

ACKNOWLEDGEMENT

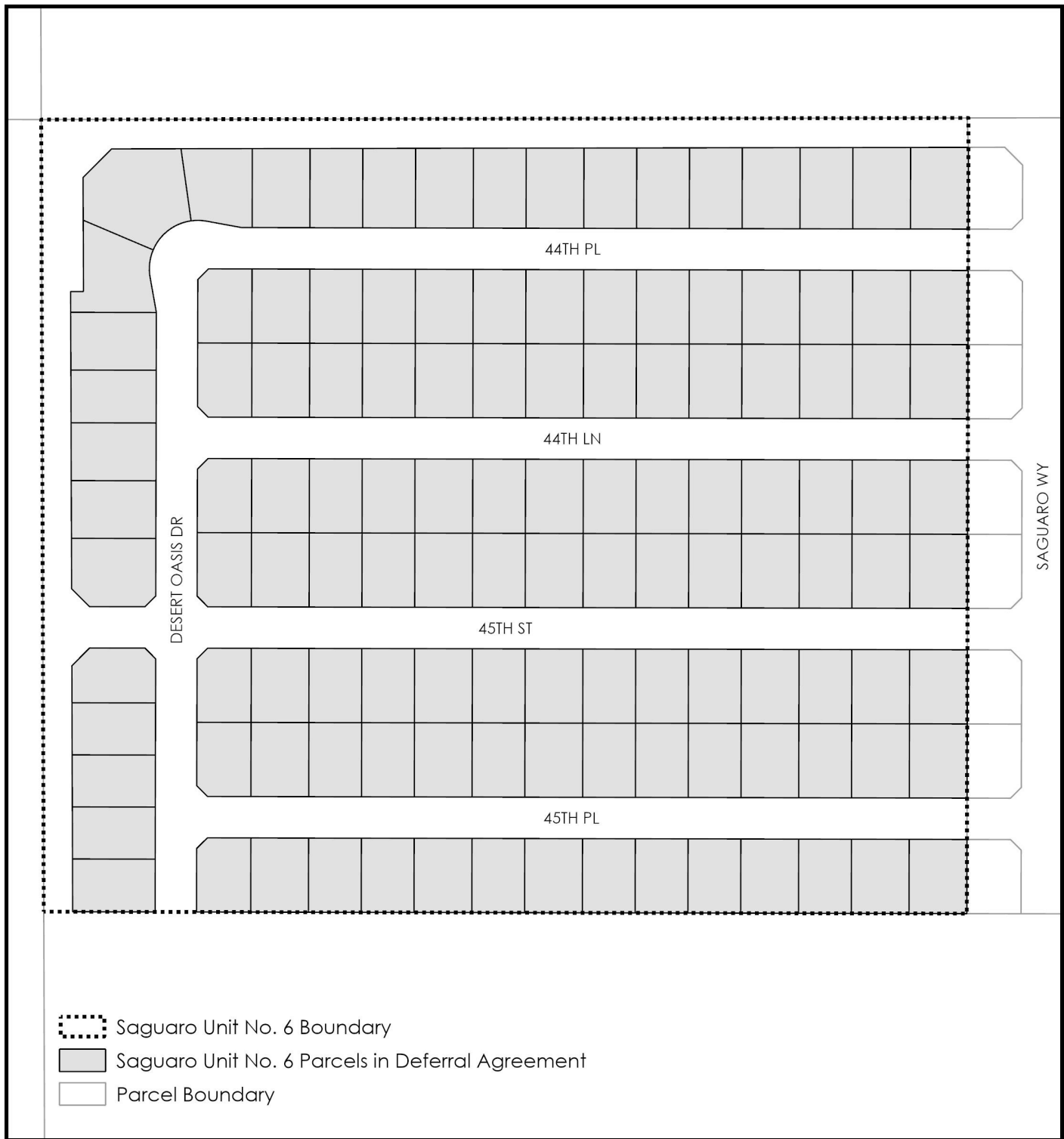
State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2025 by Brian L. Hall, manager of SD Development Yuma, LLC, an Arizona limited liability company, on behalf of the company.

In witness whereof, I have set my hand and official seal

My commission expires:

By: _____
Notary Public



AFFECTED AREA

NOTE: THIS MAP IS PREPARED TO SHOW
GENERAL SITE LOCATION ONLY AND REPRESENTS
NO SPECIFIC DIMENSIONS RELATED TO THE SITE.

LOCATION MAP



Prepared by: **ANDREW MCGARVIE**

Checked by:

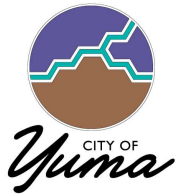
**CITY OF YUMA
ENGINEERING
DEPARTMENT**

DATE: **10/02/2025**

SCALE: **N.T.S**

REVISED:

CIP NO.



City of Yuma

City Council Report

File #: R2025-098

Agenda Date: 11/5/2025

Agenda #: 4.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☒ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☒ Connected & Engaged	☐ Ordinance - Adoption
Building Safety	☐ Unique & Creative	☐ Public Hearing

TITLE:

Intergovernmental Agreement: Arizona Department of Housing

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Housing (ADOH) to allow the City to inspect the installation of manufactured homes and factory-built buildings to ensure consistency with the installation standards of ADOH. (Community Development/ Building Safety) (Randall Crist)

STRATEGIC OUTCOME:

This IGA aligns with the City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged by providing local support, timely permitting, and inspection services for manufactured homes and factory-built buildings built within the City of Yuma.

REPORT:

Arizona Revised Statutes (A.R.S.) § 41-4004(A)(5) authorizes and directs ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in the agency's respective jurisdiction that are consistent with the installation standards of ADOH. Since 1999, the City, through an IGA with ADOH, has been inspecting manufactured homes and factory-built buildings for ADOH. The current IGA with ADOH will terminate on December 31, 2025 and needs to be renewed.

ADOH does not have sufficient personnel to send inspectors to the City to complete the inspections on a timely basis. Without the City's assistance, the manufactured homes and factory-built buildings would not receive next-day inspection service like the City provides for the rest of the construction community. The City's Building Safety Division has been trained by ADOH to perform these inspections, which include proper foundation blocking and seismic tie downs, electrical, plumbing and mechanical inspections. Information is documented to ADOH weekly and the City is audited by ADOH each year to ensure inspections were performed correctly and properly documented.

Under this IGA, the City will continue to monitor and enforce the installation standards set forth in A.R.S. § 41-4004(A)(4) and Arizona Administrative Code R4-34-102, R4-34-204, R4-34-606 and R4-34-801. The City shall collect and retain all fees for any installation permits issued. Pursuant to A.R.S. § 41-4010(A)(4), 41-4010(A)(5) and Arizona Administrative Code R4-34-501, the City collects \$700.00 (\$750.00 for pit set homes) per installation permit for manufactured homes and approximately \$720.00 for factory-built buildings. Over the past five (5) years, the City has issued approximately fifty (50) permits for manufactured homes per year, and

one to two permits for factory-built units per year.

The Department of Community Development recommends the renewal of the IGA with ADOH in order to provide life safety inspections and timely service to the manufactured home and factory built building community, and to continue gathering permit revenue for the City. The IGA has a term of three (3) years.

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

RESOLUTION NO. R2025-098

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ARIZONA DEPARTMENT OF HOUSING AND THE CITY OF YUMA FOR THE
ENFORCEMENT OF INSTALLATION STANDARDS FOR MANUFACTURED HOMES
AND FACTORY-BUILT BUILDINGS**

WHEREAS, the City of Yuma (“City”) is authorized to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes (A.R.S.) § 11-952, et seq., and Article III, Section 13 of the City Charter; and,

WHEREAS, the Arizona Department of Housing (“ADOH”) is authorized under A.R.S. § 41-4004(A)(5) to enter into agreements with local enforcement agencies to enforce installation standards within their jurisdictions consistent with state standards; and,

WHEREAS, since 1999 the City of Yuma has partnered with ADOH to inspect manufactured homes and factory-built buildings for compliance with the installation standards established by ADOH and the Arizona Administrative Code; and,

WHEREAS, the continuation of this partnership ensures local inspection services that are timely, consistent, and aligned with state law, supporting the City’s commitment to safety, prosperity, and customer service; and,

WHEREAS, under this Intergovernmental Agreement, the City will continue to monitor and enforce installation standards as set forth in A.R.S. § 41-4004(A)(4) and A.A.C. R4-34-102, R4-34-204, R4-34-606, and R4-34-801, and will retain all fees collected for permits and inspections conducted pursuant to this Agreement; and,

WHEREAS, it is in the best interest of the City to renew and continue this cooperative agreement with the Arizona Department of Housing.

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

SECTION 1: The Intergovernmental Agreement between the Arizona Department of Housing and the City of Yuma, attached and incorporated by reference, is approved.

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

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

INSPECTION SERVICES AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF HOUSING

AND

CITY OF YUMA

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF HOUSING** ("ADOH") and the **City Of Yuma** ("Agency").

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 41-4002 the purpose of ADOH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same; and,

WHEREAS, A.R.S. § 41-4004 (A) (5) directs ADOH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of ADOH; and,

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction.

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (A)(4) and Arizona Administrative Code (A.A.C.), including but not limited to, R4-34-102, R4-34-204, R4-34-606 and R4-34-801 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for three (3) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon ADOH in exercising the authority described in Section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802 (A) and pays to the Agency the fee established by ADOH pursuant to the authority by A.A.C. R4-34-501.

4. Reporting. The Agency in this Agreement shall complete electronic reporting to ADOH via an online portal. A copy of each issued permit and corresponding installation inspection reports for mobile homes, HUD manufactured homes or factory built buildings shall be submitted within the portal. All permit and inspection activity shall be on submitted once per week if not reported to ADOH on a daily basis.

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by ADOH pursuant to its authority under A.R.S. § 41-4010 (A) (4), A.R.S. § 41-4010 (A) (5) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this Agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, ADOH may terminate this Agreement immediately and without notice, if ADOH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of ADOH. Should ADOH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, ADOH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for ADOH to:
Arizona Department of Housing
Office of Manufactured Housing
1110 West Washington, Suite #280
Phoenix, AZ 85007-2935

Attn: Tara Brunetti
Title: Assistant Deputy Director
Phone: (602) 771-1035

- b. If intended for Agency, to:

Attn: Randall Crist
Title: Building Official
Phone: (928)373-5160

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.
12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.
13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.
14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.
15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.
16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.
17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.
18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.
19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither ADOH nor Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-Verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

21. Antitrust Violations. To the extent applicable, Agency assigns to the Department any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Agency toward fulfillment of this Agreement.

22. Boycott of Israel. To the extent applicable and permitted by law, Agency warrants that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel as defined by A.R.S. § 35-393.01, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

Names: _____

Tara Brunetti, Asst. Deputy Director, Arizona Department of Housing

CITY OF YUMA

APPROVED:

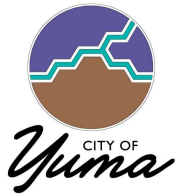
John Simonton, City Administrator

ATTESTED:

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

Richard W. Files, City Attorney



City of Yuma

City Council Report

File #: R2025-099

Agenda Date: 11/5/2025

Agenda #: 5.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☐ Safe & Prosperous	☐ Motion
	☒ Active & Appealing	☒ Resolution
	☒ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Community Planning	☐ Unique & Creative	☐ Public Hearing

TITLE:

Order Improvements: Municipal Improvement District No. 129 Desert Ridge Townhomes

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No. 129 to serve Desert Ridge Townhomes, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 129 shall be assessed upon the properties in MID No. 129 according to acreage; providing that the proposed Landscape Improvements shall be performed in accordance with Arizona Revised Statutes (A.R.S.) Title 48, Chapter 4, Article 2. (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes of Respected and Responsible and Active and Appealing. The establishment of a MID is a fiscally responsible measure intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for neighborhood residents.

REPORT:

A.R.S. § 48-501 et seq. authorizes the formation of a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, and parkings and parkways. A MID provides a dedicated funding stream for the Landscape Improvements serving the neighborhood and provides neighborhood input for the implementation of those Landscape Improvements.

The formation of a MID is a two-step process, both accomplished via resolution from the legislative body. First, the legislative body adopts a resolution creating the MID. By statute, the legislative body can initiate the formation or, alternatively, property owners are empowered to petition to form a MID for their neighborhood. Then, no sooner than 15 days after the creation (it can be longer, depending on the developers' schedule), the legislative body orders improvements for the MID by a second resolution.

In this case, the developer and City agreed to the formation of a MID through a development condition. The developer submitted the petition to create MID No. 129 and represented all of the real property owners within the MID. On October 1, 2025, City Council adopted Resolution No. R2025-093 creating MID No. 129 for Landscape Improvements serving the Desert Ridge Townhomes Subdivision.

Following the adoption of R2025-093 property owners within the designated MID, in accordance with A.R.S. § 48-579, were given 15 days to express written protest against the proposed MID. No protests were submitted, and as such, the Mayor and City Council are authorized to adopt this second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. Because the developer's petition represented all of the real property owners within the proposed MID, A.R.S. § 48-574(C) authorizes the City to adopt the resolution ordering the improvements without the necessity of publication and posting as required in other statutes.

Upon adoption of R2025-093 by City Council, City staff submitted the creation of MID No. 129 to the County Assessor. The County Assessor filed the documents with the state and the MID is created. The next step is this Resolution Ordering Improvements, which will again be sent to the County Assessor to file with the state and the MID will be finalized.

Once the developer installs the landscaping in accordance with the approved landscaping plans and those landscaping improvements are accepted, the costs to maintain those Landscape Improvements will be assessed on the respective owner's property tax bill within the Boundary Map and the Legal Description. In accordance with the provisions of A.R.S. § 48-574, City Council will hold public hearings on MID No. 129's Landscape Improvements on or before the third Monday in August of each year, and shall fix, levy and assess the costs of MID No. 129's Landscape Improvements on all of the property in the MID according to proportional acreage.

It is anticipated that the developer may be ready to install the landscaping for this MID in the next calendar year. Adopting the Resolution Ordering Improvements ensures that there are no delays with the MID when the developer is ready.

Adopting this resolution finalizes the formation of MID No. 129 and orders improvements for MID No. 129's Landscape Improvements serving Desert Ridge Townhomes Subdivision.

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

RESOLUTION NO. R2025-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 129, SERVING DESERT RIDGE TOWNHOMES, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF DESERT RIDGE TOWNHOMES, AS MORE PARTICULARLY DESCRIBED IN THIS RESOLUTION, AND DECLARING THE LANDSCAPE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THE COST OF THE LANDSCAPE IMPROVEMENTS SHALL BE ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 129; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES (A.R.S.) TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-093 declaring the intention to create Maintenance Improvement District (MID) No. 129 to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Desert Ridge Townhomes housing development;

WHEREAS, the petition to form MID No. 129 was signed by all of the real property owners within the proposed MID and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for MID No. 129 and a diagram for MID No. 129 has been presented to City Council for consideration in this declaration of intention to order MID No. 129 as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for MID No. 129 serving Desert Ridge Townhomes. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

SECTION 2: City Council finds the Landscape Improvements for MID No. 129 are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of MID No. 129. City Council orders the cost and expense for the Landscape Improvements of MID No. 129 be chargeable upon the real and personal property within MID No. 129, as described in Exhibits A attached. City Council declares that MID No. 129 is benefited by the Landscape Improvements and the real properties within MID No. 129 are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for MID No. 129, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of MID No. 129 are omitted from the real and personal property of MID No. 129 and shall not be included in the assessment.

SECTION 5: In no event will the City of Yuma or any officer thereof be liable for any portion of the cost of said MID nor any delinquency of persons or property assessed.

SECTION 6: As provided in A.R.S. § 48-574(D)(2), City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot with MID No. 129.

Adopted this _____ day of November, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Desert Ridge Townhomes
Legal Description

The South 230.87 feet of the North 263.87 feet of Lot 2 of the Northeast quarter of Section 3, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

EXCEPT that portion deeded to the City of Yuma in Document No. 2007-31389, records of Yuma County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner (brass cap in asphalt "LS 6022") of the Northeast quarter of said Section 3 with a Basis of Bearing to the Northeast corner (brass cap in handhold "Bureau of Reclamation Cadastral Survey, 1960") of the Northeast quarter of said Section 3 of the South 89°54'00" East;

thence South 00°03'33" West along the West line of the Northeast quarter of said Section 3, a distance of 33.00 feet to the South right-of-way line of 24th Street and to the TRUE POINT OF BEGINNING:

thence South 89°54'00" East parallel to and 33.00 feet South of the North line of the Northeast quarter of said Section 3, a distance of 1,322.25 feet;

thence South 00°00'19" West, a distance of 230.82 feet;

thence North 89°59'41" West, a distance of 30.00 feet;

thence North 00°00'19" East, a distance of 157.8 feet;

thence North 44°56'50" West, a distance of 56.62 feet;

thence North 89°54'00" West parallel to and 66.00 feet South of the North line of the Northeast quarter of said Section 3, a distance of 247.00 feet;

thence North 00°06'00" East perpendicular to the North line of the Northeast quarter of said Section 3, a distance of 12.00 feet;

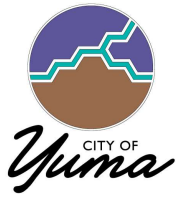
thence North 89°54'00" West parallel to and 54.00 feet South of the North line of the Northeast quarter of said Section 3, a distance of 925.29 feet;

thence South 45°04'47" West, a distance of 56.55 feet;

thence South 00°03'33" West parallel to and 40.00 feet East of the West line of the Northeast quarter of said Section 3, a distance of 169.84 feet;

thence North 89°56'27" West perpendicular to the West line of the Northeast quarter of said Section 3, a distance of 40.00 feet;

thence North 00°03'33" East along the West line of the Northeast quarter of said Section 3, a distance of 230.87 feet to THE TRUE POINT OF BEGINNING.



City of Yuma

City Council Report

File #: O2025-038

Agenda Date:

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☐ Motion
	☒ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☒ Ordinance - Adoption
Community Planning	☐ Unique & Creative	☐ Public Hearing

TITLE:

Text Amendment: Industrial Zoning Districts

SUMMARY RECOMMENDATION:

Amend Title 15, Chapter 154 to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts. (Community Development/ Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The proposed amendment advances the City Council's strategic outcomes of Safe and Prosperous and Active and Appealing by modernizing regulations to attract diverse industries, reducing regulatory barriers, ensuring safe operations that protect surrounding neighborhoods, and aligning land use with long-term community goals that enhance Yuma's livability and economic vitality.

REPORT:

The proposed text amendment will update the list of permitted, conditional, and prohibited uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts. The amendment will clarify existing language, introduce contemporary industrial classifications, and adjust allowed uses to reflect evolving industry practices while maintaining compatibility with adjacent land uses.

The City of Yuma's zoning regulations for industrial districts have remained largely unchanged for several decades. As industrial business models, manufacturing processes, and regulatory standards evolve, periodic updates are necessary to ensure alignment with modern industry trends, safety standards, and economic development objectives.

This amendment:

- Defines key industrial terms such as Light Manufacturing, Heavy Manufacturing, and Extraction, providing clarity for applicants, staff, and the public.
- Expands allowable uses in the L-I District to focus on light industrial activities with minimal environmental impacts.
- Restricts uses in the L-I District that involve dangerous materials to better protect surrounding areas.

- Allows for non-hazardous recycling centers within enclosed buildings in the L-I District to support sustainable practices.
- Establishes the H-I District as the appropriate location for more intensive industrial operations, including Heavy Manufacturing, Extraction, and Hazardous Recycling Centers, while ensuring appropriate screening and environmental considerations.

The proposed amendments to the Light and Heavy Industrial Zoning Districts are anticipated to enhance the City of Yuma's economic development efforts by creating a more robust and permissive regulatory environment for industrial activities. Modernizing the list of allowable uses positions the City as a more attractive destination for new industries seeking clarity and flexibility in zoning. By accommodating a broader range of manufacturing, processing, logistics, and recycling operations, the City supports both business attraction and the expansion of existing enterprises. These updates reduce regulatory barriers, making it easier for companies to adapt their operations, introduce new product lines, or expand facility footprints within appropriately zoned areas.

Moreover, aligning industrial zoning with contemporary industry standards and practices enhances the City's competitiveness in attracting regional and national investments. This is particularly relevant for sectors such as advanced manufacturing, agricultural processing, renewable energy production, and materials recycling, industries that bring skilled employment opportunities and contribute to the diversification of the local economy. The amendment also promotes the efficient use of designated industrial lands, encouraging infill development and maximizing the utility of existing infrastructure while preserving greenfield areas for future growth. Collectively, these benefits support the City's broader goals of fostering economic vitality, creating jobs, and maintaining a resilient industrial sector that contributes meaningfully to the community's prosperity.

The proposed text amendments to the Light and Heavy Industrial Zoning Districts represent a proactive approach to modernizing the City of Yuma's development regulations. By clarifying definitions, refining allowable uses, and balancing industrial flexibility with community safeguards, the amendment supports responsible growth and economic diversification. These updates reflect the City's commitment to promoting business-friendly policies while ensuring that industrial activities remain compatible with the community's long-term planning objectives. Staff recommends approval of the proposed amendments as a strategic measure to enhance both land use management and economic development opportunities within the City of Yuma.

On August 11, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (6-0) of the request by the City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts.

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

QUESTIONS FOR STAFF

NONE

PUBLIC COMMENT

NONE

MOTION

"Motion by Chelsea Malouff-Craig - Planning and Zoning Commissioner second by John Mahon - Planning and Zoning Commissioner to APPROVE ZONE-44199-2025 as presented.

"Motion carried unanimously, (6-0) with one vacancy."

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	-	
TOTAL	\$ 0.00		

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

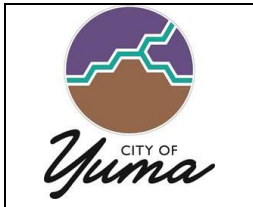
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 09/22/2025
Reviewed by City Attorney: Richard W. Files	Date: 09/19/2025



STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY PLANNING DIVISION
CASE TYPE – TEXT AMENDMENT
CASE PLANNER: ALYSSA LINVILLE

Hearing Date August 11, 2025

Case Number: ZONE-44199-2025

Project Description: This is a request by The City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts.

Staff recommendation: Staff recommends **APPROVAL** of the text amendment to amend Title 15, Chapter 154, to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts.

Suggested Motion: Move to **APPROVE** the text amendment ZONE-44199-2025 as presented in the staff report.

Effect of the Approval: By approving the text amendment, the Planning and Zoning Commission is recommending approval to City Council for the request to amend Title 15, Chapter 154, to update development regulations and allowable uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts.

Staff Analysis: The proposed text amendment will update the list of permitted, conditional, and prohibited uses within the Light Industrial (L-I) and Heavy Industrial (H-I) Zoning Districts. The amendment will clarify existing language, introduce contemporary industrial classifications, and adjust allowed uses to reflect evolving industry practices while maintaining compatibility with adjacent land uses.

The City of Yuma's zoning regulations for industrial districts have remained largely unchanged for several decades. As industrial business models, manufacturing processes, and regulatory standards evolve, periodic updates are necessary to ensure alignment with modern industry trends, safety standards, and economic development objectives.

This amendment aims to:

- Define key industrial terms such as Light Manufacturing, Heavy Manufacturing, and Extraction, providing clarity for applicants, staff, and the public.
- Refine allowable uses in the L-I District to focus on light industrial activities with minimal environmental impacts.
- Ensure that processing or packing of raw materials in the L-I District is permissible when located along designated truck routes, supporting logistics while limiting impacts on local streets.

- Restrict uses in the L-I District that involve dangerous materials to better protect surrounding areas.
- Clarify that the L-I District prohibits uses allowed in the General Commercial (B-2) District unless specifically identified, preventing commercial creep into industrial areas.
- Allow non-hazardous recycling centers within enclosed buildings in the L-I District to support sustainable practices.
- Establish the H-I District as the appropriate location for more intensive industrial operations, including Heavy Manufacturing, Extraction, and Hazardous Recycling Centers, while ensuring appropriate screening and environmental considerations.

The proposed amendments to the Light and Heavy Industrial Zoning Districts are anticipated to enhance the City of Yuma's economic development efforts by creating a more robust and permissive regulatory environment for industrial activities. Modernizing the list of allowable uses positions the City as a more attractive destination for new industries seeking clarity and flexibility in zoning. By accommodating a broader range of manufacturing, processing, logistics, and recycling operations, the City supports both business attraction and the expansion of existing enterprises. These updates reduce regulatory barriers, making it easier for companies to adapt their operations, introduce new product lines, or expand facility footprints within appropriately zoned areas.

Moreover, aligning industrial zoning with contemporary industry standards and practices enhances the City's competitiveness in attracting regional and national investments. This is particularly relevant for sectors such as advanced manufacturing, agricultural processing, renewable energy production, and materials recycling, industries that bring skilled employment opportunities and contribute to the diversification of the local economy. The amendment also promotes the efficient use of designated industrial lands, encouraging infill development and maximizing the utility of existing infrastructure while preserving greenfield areas for future growth. Collectively, these benefits support the City's broader goals of fostering economic vitality, creating jobs, and maintaining a resilient industrial sector that contributes meaningfully to the community's prosperity.

The proposed text amendments to the Light and Heavy Industrial Zoning Districts represent a proactive approach to modernizing the City of Yuma's development regulations. By clarifying definitions, refining allowable uses, and balancing industrial flexibility with community safeguards, the amendment supports responsible growth and economic diversification. These updates reflect the City's commitment to promoting business-friendly policies while ensuring that industrial activities remain compatible with the community's long-term planning objectives. Staff recommends approval of the proposed amendments as a strategic measure to enhance both land use management and economic development opportunities within the City of Yuma.

1. Does the proposed amendment implement the goals, objectives and policies of the General Plan?

Yes.

2. Does the proposed amendment fit the overall purpose and intent of the zoning ordinance?

Yes. The proposed amendment fits the overall purpose and intent of the zoning ordinance.

3. Will the proposed amendment change the range of uses identified in the zoning code? If so, how?

Yes. The proposed amendment will identify new allowable uses within each industrial district.

4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?

Yes. The proposed amendment will eliminate the need to obtain a conditional use permit for several uses.

5. What are the potential impacts of the proposed amendment?

No negative impacts have been identified with the proposed text amendment.

Potential positive impacts include:

- Business expansion and attraction
- Align zoning with modern industry standards
- Reduce regulatory barriers for industrial activities

6. Does the proposed amendment fit the overall purpose and intent of the subdivision ordinance?

Yes.

7. Does the proposed amendment conform to prior City Council actions regarding this issue?

Yes.

Public Comments Received: None Received.

External Agency Comments: None Received.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: N/A

Final staff report delivered to applicant on: N/A

Attachments:

A	B
Draft Text	Agency Notification

Prepared By: *Alyssa Linville*

Alyssa Linville, Director of
Community Development

Alyssa.Linville@yumaaz.gov

Date: July 22, 2025

(928) 373-5000, ext. 3037

Approved By: *Jennifer L. Albers*

Jennifer Albers,
Assistant Director of Planning

Date: 7/23/25

**ATTACHMENT A
DRAFT TEXT**

SECTION 1: That the Yuma City Code, Title 15, Chapter 154, Article 1, Section 7 Definitions be amended to insert the bolded text in alphabetical order:

LIGHT MANUFACTURING. A type of industrial activity that involves the production or assembly of goods with minimal environmental impact. These operations typically use less intensive processes and are compatible with surrounding commercial and residential areas, with limited outdoor storage and noise.

HEAVY MANUFACTURING. A type of industrial activity involving large-scale production, processing, or assembly of goods, often requiring significant infrastructure, outdoor storage, and more intensive machinery or processes. These operations may generate higher levels of noise, traffic, and environmental impact and are generally located in more industrially designated zones.

EXTRACTION. The process of removing natural resources, such as minerals, oil, gas, or groundwater, from the earth through mining, drilling, or other methods.

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection B Permitted Principal Uses, be amended to insert the bolded text and delete the strike through text:

- (2) **Light manufacturing and** ~~A~~assembling or fabrication of products or articles; ~~provided however, that such production does not involve transforming any material from a raw or natural state to a form suitable for fabrication;~~

SECTION 3: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Light Industrial District (L-I), Subsection B Permitted Principal Uses, be amended to insert the bolded text:

- (9) **Processing or packing of raw materials, including agriculture products, where the property is located on a designated truck route.**

SECTION 4: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, be amended to insert the bolded text and delete the strike through text:

- (2) Any use which **involves the use or handling of dangerous materials, and** requires a state or federal agency permit, license or other type of certification ~~for the use of handling of dangerous materials;~~

SECTION 5: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, be amended to delete the strike through text:

- (3) Any use allowed in the General Commercial (B-2) District, ~~except any type of medical facility;~~

SECTION 6: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, be amended to insert the bolded text:

- (8) **Non-hazardous recycling center located within an enclosed building.**

SECTION 7: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection B Permitted Principal Uses, be amended to insert the bolded text:

- (1) Any use allowed within the Light Industrial District **as either a principal use or conditional use, unless otherwise specified within this section;**

SECTION 8: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection B Permitted Principal Uses, be amended to insert the bolded text:

(11) Heavy manufacturing.

SECTION 9: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection E (3 and 4) Conditional Uses, be amended to insert the bolded text and delete the strike through text:

- (3) Extraction, ~~processing or packing of raw materials, including agriculture products;~~
- (4) Any use which **involves the use or handling of dangerous materials, and** requires a state or federal agency permit, license or other type of certification ~~for the use of handling of dangerous materials;~~ -

SECTION 10: That the Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection E Conditional Uses, be amended to insert the bolded text:

(9) Hazardous recycling center, fully screened.

ATTACHMENT B
AGENCY NOTIFICATION

- Legal Ad Published: The Sun 07/14/25
- 34 Commenting/Reviewing Agencies noticed: 06/26/25
- Neighborhood Meeting: N/A
- Hearing Date: 08/11/25
- Comments due: 06/09/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	06/26/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	Yes	06/25/25	X		
Yuma County Water Users' Assoc.	Yes	06/27/25	X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	Yes	06/25/25	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	NR				
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	NR				
Utilities	NR				
Public Works	NR				
Streets	NR				

Neighborhood Meeting	Comments Available
NONE REQUIRED	N/A

PUBLIC COMMENTS RECEIVED: NONE RECEIVED.

ORDINANCE NO. O2025-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, RELATING TO ZONING REGULATIONS, PROVIDING FOR CHANGES TO THE ZONING CODE TO UPDATE DEVELOPMENT REGULATIONS AND EXPAND THE ALLOWABLE USES WITHIN THE LIGHT INDUSTRIAL (L-I) AND HEAVY INDUSTRIAL (H-I) ZONING DISTRICTS

WHEREAS, from time to time it may be desirable to modify the zoning code keeping within the context of a dynamic and growing community; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on August 11, 2025 in Case no: ZONE-44199-2025 in the manner prescribed by law for the purpose of amending the City of Yuma Zoning Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on July 14, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the zoning code text amendment in Case No: ZONE-44199-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this amendment, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: Yuma City Code, Title 15, Chapter 154, Article 1, Section 7 Definitions is amended to insert the bolded text in alphabetical order:

LIGHT MANUFACTURING. A type of industrial activity that involves the production or assembly of goods with minimal environmental impact. These operations typically use less intensive processes and are compatible with surrounding commercial and residential areas, with limited outdoor storage and noise.

HEAVY MANUFACTURING. A type of industrial activity involving large-scale production, processing, or assembly of goods, often requiring significant infrastructure, outdoor storage, and more intensive machinery or processes. These operations may generate higher levels of noise, traffic, and environmental impact and are generally located in more industrially designated zones.

EXTRACTION. The process of removing natural resources, such as minerals, oil, gas, or groundwater, from the earth through mining, drilling, or other methods.

SECTION 2: Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection B Permitted Principal Uses, is amended to insert the bolded text and delete the strike through text:

- (2) **Light manufacturing and** ~~Assembling or fabrication of products or articles; provided however, that such production does not involve transforming any material from a raw or natural state to a form suitable for fabrication;~~

SECTION 3: Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection B Permitted Principal Uses, is amended to insert the bolded text and renumber accordingly:

- (9) **Processing or packing of raw materials, including agriculture products, where the property is located within one mile of a designated truck route.**

SECTION 4: Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, is amended to insert the bolded text and delete the strike through text:

- (2) Any use which **involves the use or handling of dangerous materials, and** requires a state or federal agency permit, license or other type of certification ~~for the use of handling of dangerous materials;~~

SECTION 5: Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, is amended to delete the strike through text:

- (3) Any use allowed in the General Commercial (B-2) District, ~~except any type of medical facility;~~

SECTION 6: Yuma City Code, Title 15, Chapter 154, Article 9, Section 2 Light Industrial District (L-I), Subsection E Conditional Uses, is amended to insert the bolded text:

- (8) **Non-hazardous recycling center located within an enclosed building.**

SECTION 7: Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection B Permitted Principal Uses, is amended to insert the bolded text:

- (1) Any use allowed within the Light Industrial District **as either a principal use or conditional use, unless otherwise specified within this section;**

SECTION 8: Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection B Permitted Principal Uses, is amended to insert the bolded text:

- (11) **Heavy manufacturing.**

SECTION 9: Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection E (3 and 4) Conditional Uses, is amended to insert the bolded text and delete the strike through text:

- (3) ~~Extraction, processing or packing of raw materials, including agriculture products;~~
- (4) Any use which **involves the use or handling of dangerous materials, and** requires a state or federal agency permit, license or other type of certification ~~for the use of handling of dangerous materials; -~~

SECTION 10: Yuma City Code, Title 15, Chapter 154, Article 9, Section 3 Heavy Industrial District (H-I), Subsection E Conditional Uses, is amended to insert the bolded text:

(9) Hazardous recycling center, fully screened.

SECTION 11: It shall be unlawful for any person, firm or corporation to violate, or cause the violation of, any provision of this ordinance. Any person, firm or corporation violating any of the provisions in this ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or both fine and imprisonment. Each separate day or part thereof during which any violation of said sections occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

Adopted this _____ day of _____, 2025.

APPROVED:

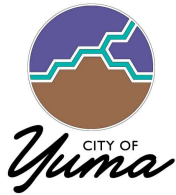
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-044

Agenda Date: 11/5/2025

Agenda #: 1.

	STRATEGIC OUTCOMES	ACTION
DEPARTMENT: City Administration	☐ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☐ Resolution
	☐ Respected & Responsible	☒ Ordinance - Introduction
DIVISION: Administration	☒ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ 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. 25th 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>

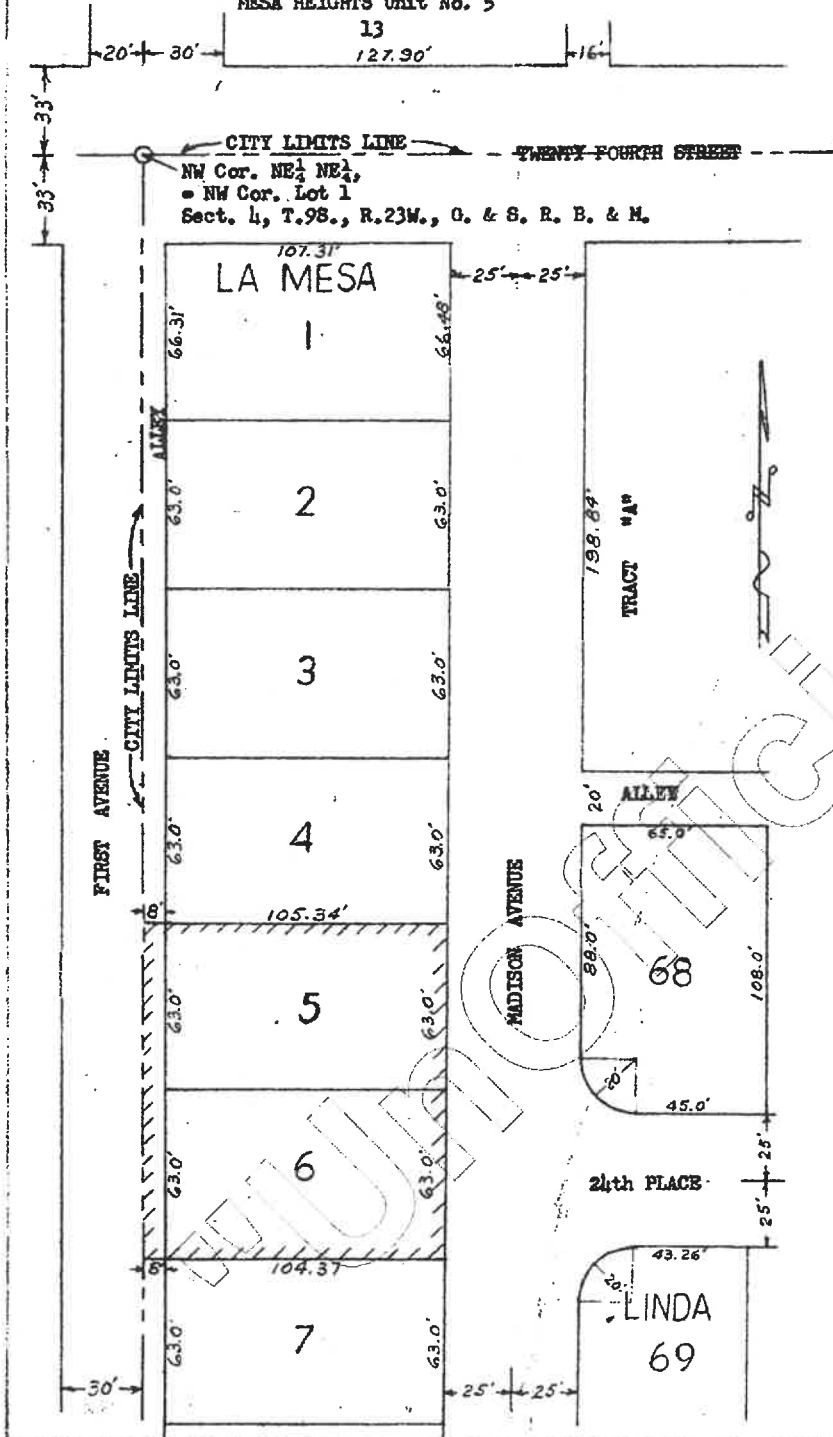
CITY OF YUMA, ARIZONA

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 1st 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 1st day of the month” means receipt of the monthly Rent installment by the Lessor on the 1st 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

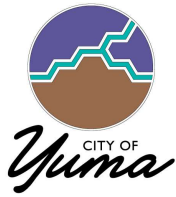
Jerry Cabrea
Chief Executive Officer

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	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION:	☒ Respected & Responsible	☒ Ordinance - Introduction
Community Planning	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☐ Public Hearing

TITLE:

Rezoning of Property: Three properties located along 1st Avenue, between 12th Street and 13th 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 1st Avenue between 12th Street and 13th 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 1st Avenue, between 12th Street and 13th 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 1st 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. 12th 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:

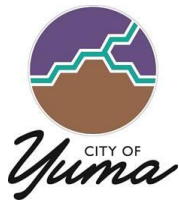
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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

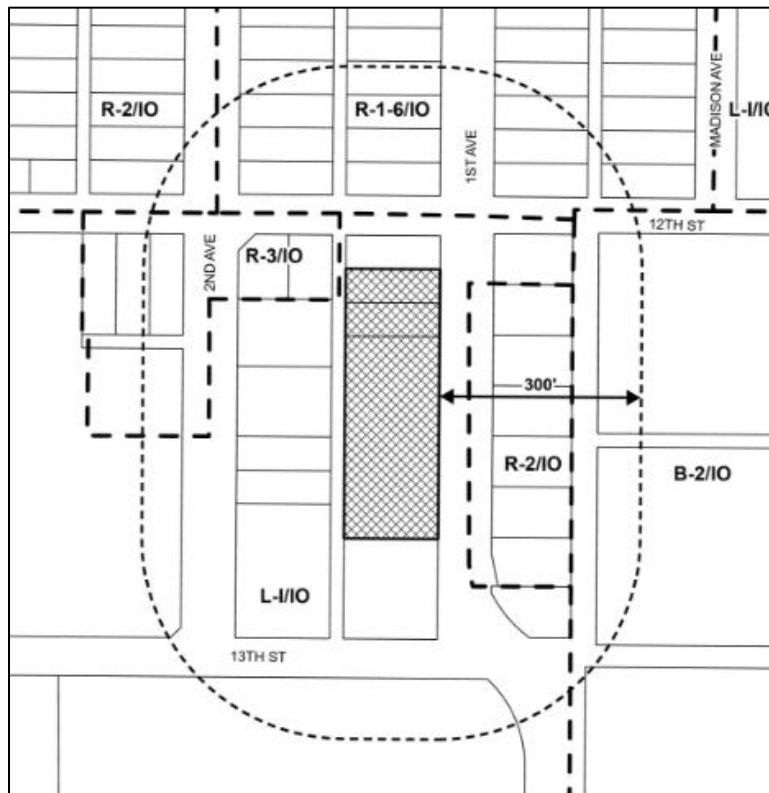
Case Number: ZONE-44371-2025

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 1st Avenue, between 12th Street and 13th Street, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Light Industrial/Infill Overlay (L-I/IO) District	Undeveloped	Medium Density Residential
North	Light Industrial/Infill Overlay (L-I/IO) District	Single-Family Residence	Medium Density Residential
South	Light Industrial/Infill Overlay (L-I/IO) District	Spectrum Cable	Medium Density Residential
East	Medium Density Residential/Infill Overlay (R-2/IO) District	Single-Family Residences	Medium Density Residential
West	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 1st Avenue, between 12th Street and 13th 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 1st Avenue between 12th Street and 13th 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.

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

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

Yes.

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
1 st Avenue – 2 lane Collector	40 FT H/W	40 FT H/W		X		
Bicycle Facilities Master Plan	1 st Avenue – Bike Lane					
YCAT Transit System	Yellow Route along 4 th Avenue					
Issues:	None					

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

Parks, Recreation and Open Space Element:										
Parks and Recreation Facility Plan										
Neighborhood Park:	Existing: 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									
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							
Conservation, Energy & Environmental Element:										
Impact on Air or Water Resources	Yes		No	X						
Renewable Energy Source	Yes		No	X						
Issues:	None									
Public Services Element:										
Population Impacts Population projection per 2023 5-year American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person			Dwellings & Type		Projected Population	Police Impact	Water Consumption		Wastewater Generation	
			<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 st Avenue - 16" PVC		
Sewer Facility Plan:	Treatment:	City	X	Septic		Private		Connection: Alley - 8" VCP	
Issues:		None							
Safety Element:									
Flood Plain Designation:		Zone X			Liquefaction Hazard Area:		Yes	No	X
Issues:		None							
Growth Area Element:									
Growth Area:	Araby Rd & Interstate 8			Arizona Ave & 16 th St			Avenue B & 32 nd St.		
	North End	Pacific Ave & 8 th St			Estancia		None	X	
Issues:		None							

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

Yes.

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

Yes.

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

☐	Applicant agreed with all of the conditions of approval on: (enter date)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☒	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

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 1st 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

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
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		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	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

Property Owner	Mailing Address	City/State/Zip Code
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

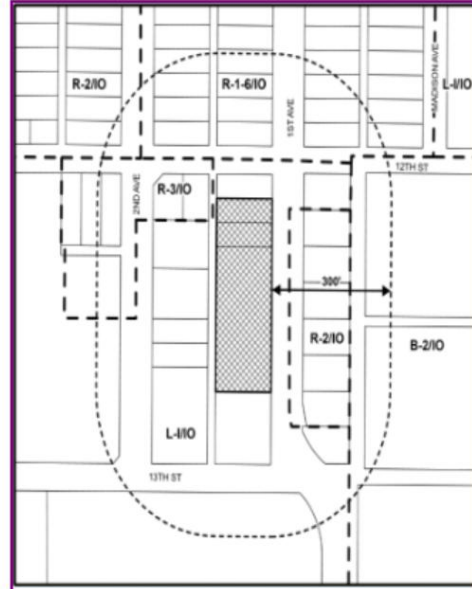
**ATTACHMENT F
NEIGHBOR MAILING**

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 1st Avenue, between 12th Street and 13th 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 1st Avenue, between 12th Street and 13th 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. 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 1st 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

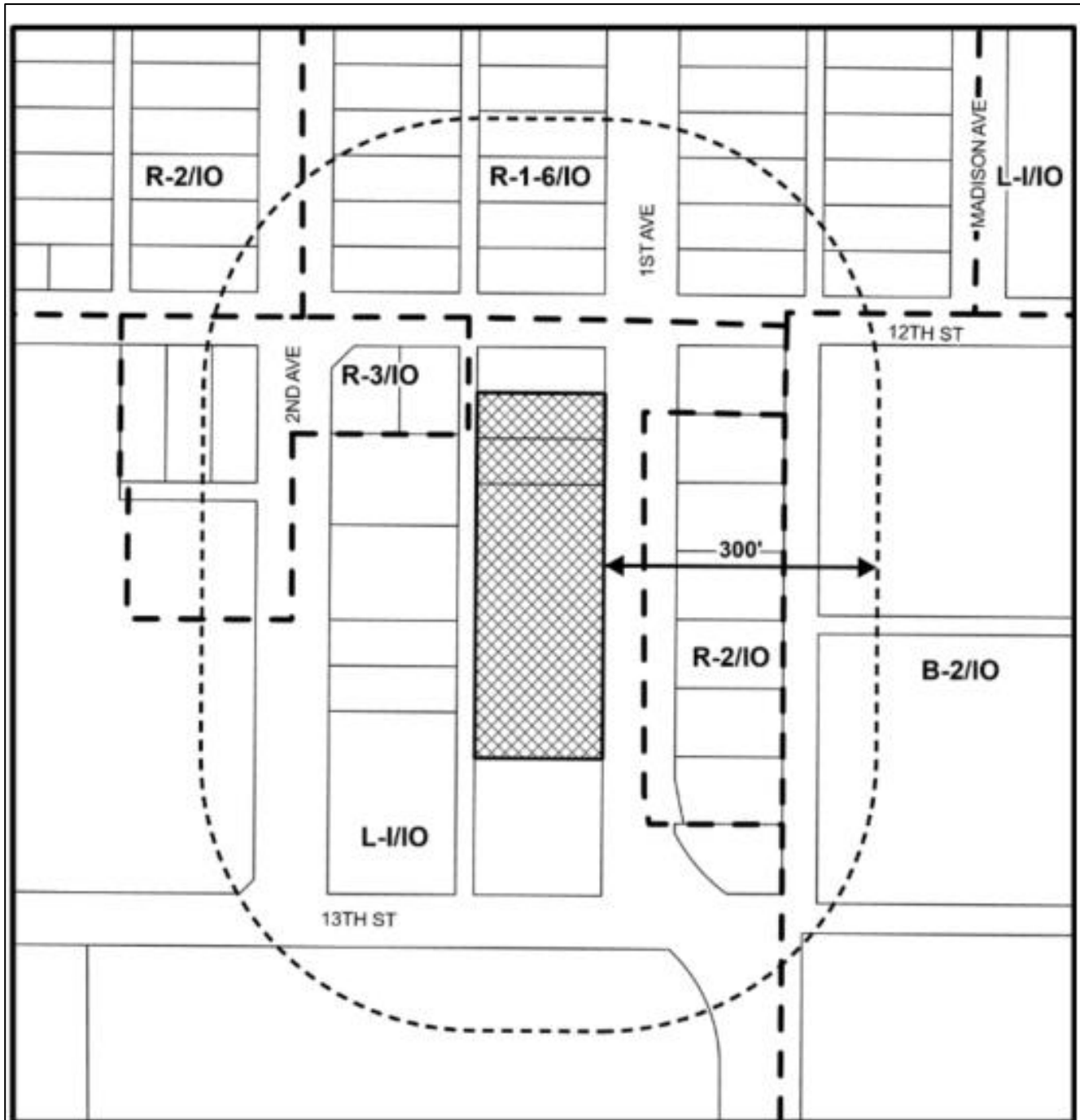
ATTESTED:

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



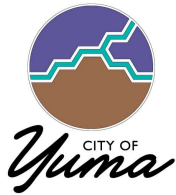
Date: 7/25/2025

Revised:

Revised:

Case #:

ZONE-44371-2025



City of Yuma

City Council Report

File #: O2025-046

Agenda Date: 11/5/2025

Agenda #: 3.

DEPARTMENT: Utilities	STRATEGIC OUTCOMES	ACTION
DIVISION: Administration	☒ Safe & Prosperous ☐ Active & Appealing ☐ Respected & Responsible ☐ Connected & Engaged ☐ Unique & Creative	☐ Motion ☐ Resolution ☒ Ordinance - Introduction ☐ Ordinance - Adoption ☐ 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:

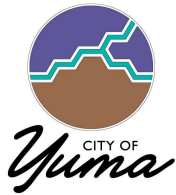
Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: MC 2025-174

Agenda Date: 11/5/2025

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☐ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☐ Resolution
DIVISION:	☒ Respected & Responsible	☐ Ordinance - Introduction
Community Planning	☐ Connected & Engaged	☐ Ordinance - Adoption
	☐ Unique & Creative	☒ Public Hearing

TITLE:

Annexation Area No. ANEX-44331-2025 Cha Cha, LLC

SUMMARY RECOMMENDATION:

This is a public hearing to consider the annexation of properties located west of the southwest corner of 40th Street and Avenue 4½E. (ANEX-44331-2025). (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

The annexation area consists of four parcels of real property and the adjacent 40th Street, 42nd Street and Avenue 4½E right-of-way. The annexation area totals approximately 65.86 acres. The properties are owned respectively by:

1. Cha Cha, LLC, parcel 724-02-003, which is undeveloped,
2. Tangerine & Tonic, LLC, parcel 724-01-007, citrus groves,
3. JD&B Yuma RP, LLC, parcel 724-09-002, citrus groves,
4. Humane Society of Yuma, Inc., parcel 724-02-004, is undeveloped.

The City of Yuma received a request from Cha Cha, LLC, the larger parcel, to annex their property with the intent to rezone for future industrial development. In response, the City has initiated this annexation process and included three adjacent parcels as well. Two of the parcels, APN 724-01-007 and 724-09-002, are the subject of Pre-annexation Development agreements adopted by the City Council on July 16, 2025 (R2025-077) and August 6, 2025 (R2025-080). The property owners requested to annex into the City of Yuma but at the time, annexation was not possible, and a Pre-annexation Development agreement was processed. The Pre-annexation Development Agreement identifies specific responsibilities of both the property owners and the City of Yuma. A responsibility of the property owners is to agree to annexation at such time as the City of Yuma may initiate that action. The fourth parcel, APN 724-02-004, is being included as part of this annexation effort to provide a seamless annexation boundary. Future development of this undeveloped parcel will require connection to City utilities. Annexing this property now will minimize any delays when development does move forward.

The annexation boundary includes the adjacent rights-of-way of 40th Street, 42nd Street and Avenue 4½E.

In accordance with Arizona law, a blank petition with a legal description and a map of the area to be annexed was filed with the Yuma County Recorder on October 9, 2025. There is a 30-day waiting period after recording the map and petition with the County Recorder before signatures can be obtained. During that time, a public hearing must be held by the City Council within the last 10 days of the 30-day waiting period. All appropriate and necessary notice and posting requirements have been met. After the 30-day waiting period and the public hearing, the following procedures must be followed.

- The signatures of property owners must be obtained such that at least one-half of the value of real and personal property is represented and such that more than one-half of the parcel owners are represented.
- Within one year after the last day of the 30-day waiting period, completed petitions must be filed with the County Recorder.
- An ordinance must be adopted by the City Council effectively changing the City boundaries to include the annexation area. The ordinance will become effective 30 days after adoption. No modifications, including increases or decreases to the territory to be annexed, may be made after the first property owner in the area signs the petition. This public hearing is held to comply with the annexation law, Section 9-471 of the Arizona Revised Statutes. The purpose is to notify all property owners of the proposed annexation and take public comment.

Pending receipt of the signed petition from the property owners after the annexation hearing, it is anticipated that the annexation ordinance will be heard by the City Council for introduction on December 3, 2025, with adoption on December 17, 2025.

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

ANNEXATION PETITION ANEX-44331-2025
Cha Cha LLC Annexation

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

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

The East half of Lot 1, Section 18, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona;

The East half of the North half of Lot 2, Section 18, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona;

Parcels A and B of The Franks Ranch Land Division (LDP 22-09), dated 7/20/2022, FEE # 2022-24338, recorded in Book 34 of Plats , Page 19, Yuma County Records;

EXCEPT the North 33.00 feet of said Parcel B;

The South 33.00 feet of the East 656.26 feet of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 7, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona; and

The South 33.00 feet of the Southwest quarter of the Southeast quarter of the Southwest quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 7, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona.

Containing a total of 65.86 Acres, more or less.

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

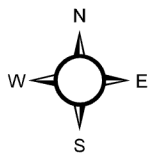
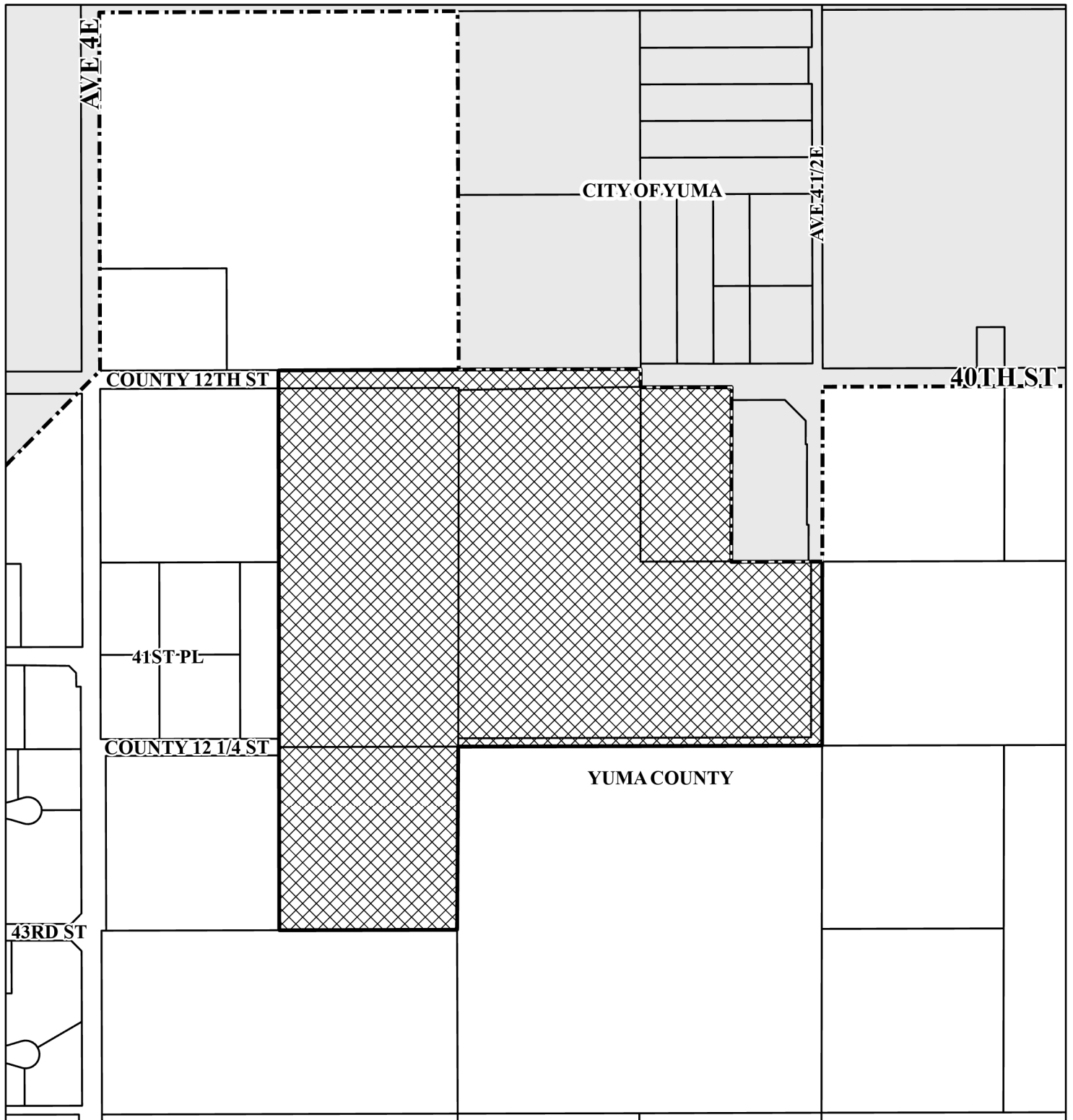
The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

DATE	SIGNATURE	MAILING ADDRESS	PARCEL ID/ LEGAL DESCRIPTION

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

Print Name of Signatory above: _____

Property Owner



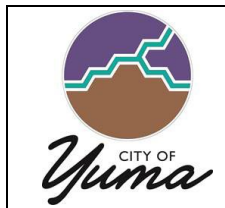
Annexation Map Produced Pursuant to A.R.S. §9-471

NOT TO SCALE
DEPARTMENT OF COMMUNITY
DEVELOPMENT GIS

City of Yuma, Arizona
Annexation Area No. 44331-2025

 City of Yuma
 Annexation Area

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



ATTACHMENT A
STAFF RESEARCH – ANNEXATION
CASE #: ANEX-44331-2025
CASE PLANNER: ERIKA PETERSON

I. PROJECT DATA

Project Location:		E. 40 th Street east of Avenue 4E									
Parcel Number(s):		724-02-003, 724-01-007, 724-03-002, 724-02-004									
Parcel Size(s):		29.94 and 20.27 and 10 and 4.99									
Total Acreage:		65.86									
Proposed Dwelling Units:		Maximum:		0		Minimum:		0			
Address:											
Applicant:		Cha Cha, LLC and City of Yuma on behalf of Tangerine & Tonic, LLC, JD&B Yuma RP, LLC, and Humane Society of Yuma, Inc.									
Applicant's Agent:		Dahl Robins and Associates, Inc.									
Land Use Conformity Matrix:		Current Zoning District Conforms:				Yes	X	No			
Zoning Overlay:	Public	AO	Auto	B&B	Historic	Infill	None	X			
Airport	Noise Contours	65-70	70-75	X	75+	APZ1	APZ2	CLEAR ZONE			

	Existing Zoning	Current Use	General Plan Designation
Site	County Light Industrial (L-I) and Rual Area 10 (RA-10)	Agriculture	Agriculture-Industrial
North	City Light Industrial (L-I) and County Rual Area 10 (RA-10)	Single-family home and storage	Industrial
South	County Rual Area 10 (RA-10)	Agriculture	Agriculture-Industrial
East	City Light Industrial (L-I) and County Rual Area 10 (RA-10)	Agriculture and Humane Society	Agriculture-Industrial
West	County Light Industrial (LI and LI-5) an	Industrial	Agriculture-Industrial

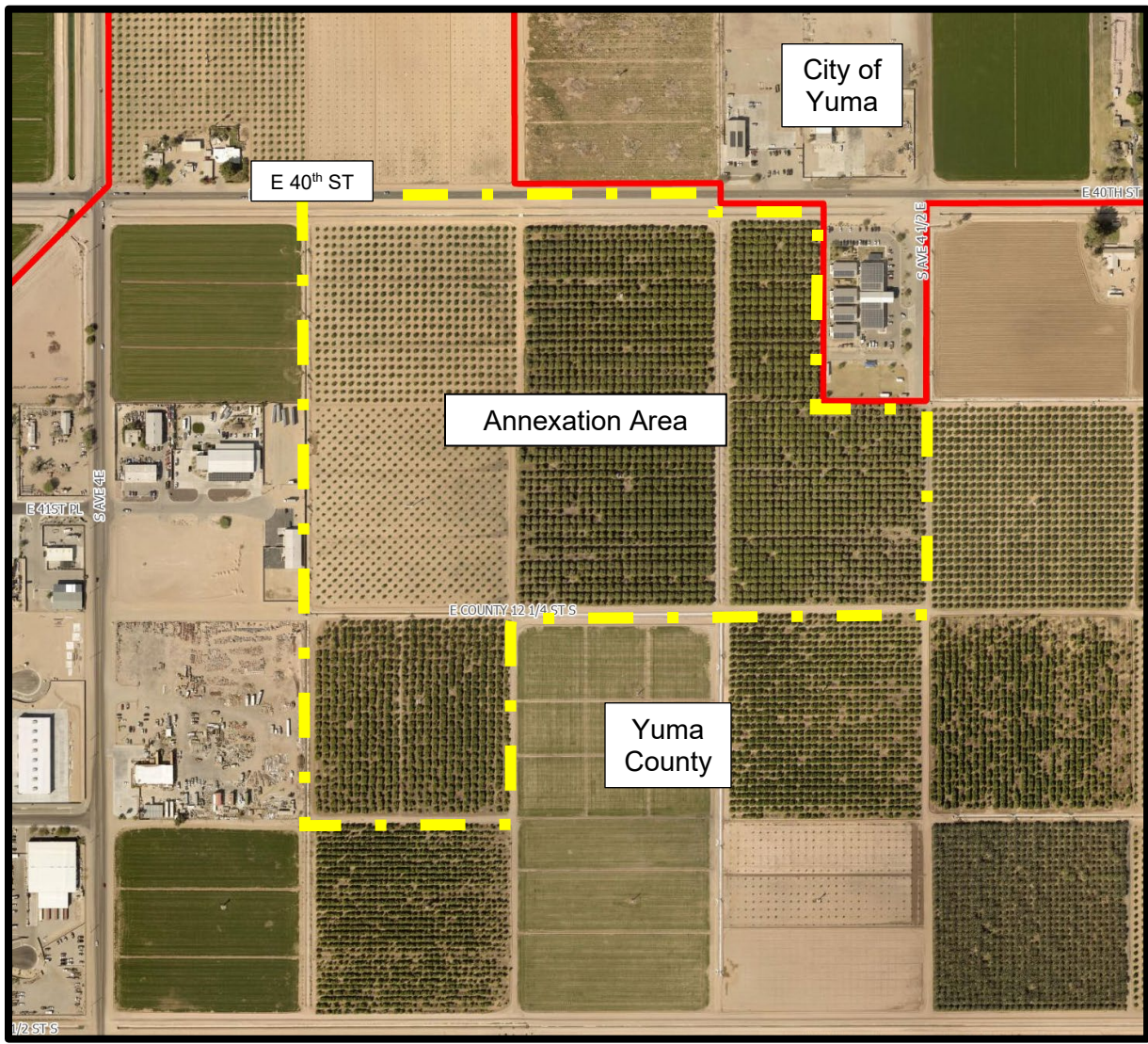
Prior Cases or Related Actions:											
<u>Type</u>	<u>Conforms</u>			<u>Cases, Actions or Agreements</u>							
Pre-Annexation Agreement	Yes	X	No	R2025-077 adopted 7/16/2025 and R2025-080 adopted 8/6/2025							
Annexation	Yes		No	N/A							
General Plan Amendment	Yes		No	N/A							
Development Agreement	Yes		No	N/A							
Rezone	Yes		No	N/A							
Subdivision	Yes		No	N/A							
Conditional Use Permit	Yes		No	N/A							
Pre-Development Meeting	Yes		No	Date: 5/8/2025 PDM-44101-2025							
Enforcement Actions	Yes		No	N/A							
Land Division Status:		Legal lots of record									
Irrigation District:		Yuma Meds Irrigation Drainage District									
Adjacent Irrigation Canals & Drains:		"B" Canal									
Water Conversion: (5.83 ac ft/acre)		383.96 Acre Feet a Year									
Water Conversion Agreement Required		Yes		No	X						

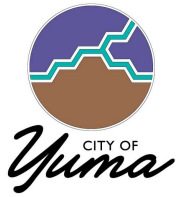
II. CITY OF YUMA GENERAL PLAN

Land Use Element:													
Land Use Designation:			Agriculture-Industrial										
Issues:													
Historic District:		Brinley Avenue			Century Heights			Main Street			None		X
Historic Buildings on Site:		Yes		No	X								
Transportation Element:													
FACILITY PLANS													
Transportation Master Plan			Planned	Existing	Gateway	Scenic	Hazard	Truck					
40 th Street- 4 Lane Minor Arterial			50' HW	Varies					X				
Avenue 4E- 2 Lane Collector			40' HW	33' HW									
Avenue 4 ½E- Local			29' HW	Varies									
Bicycle Facilities Master Plan			40 th Street – Proposed Bike Lane										
YCAT Transit System			None										
Issues:													
Parks, Recreation and Open Space Element:													
Parks and Recreation Facility Plan													
Neighborhood Park:		Existing: Ocotillo Park					Future: Ocotillo Park						
Community Park:		Existing: Smucker Memorial Park					Future: East Mesa Park						
Linear Park:		Existing: East Main Canal Linear Park					Future: "A" Canal Linear Park						
Issues:													
Housing Element:													
Special Need Household:		N/A											
Issues:													
Redevelopment Element:													
Planned Redevelopment Area:													
Adopted Redevelopment Plan:		North End:		Carver Park:		None:		X					
Conforms:		Yes		No									
Conservation, Energy & Environmental Element:													
Impact on Air or Water Resources		Yes		No	X								
Renewable Energy Source		Yes		No	X								
Issues:													
Public Services Element:													
Population Impacts Population projection per 2016-2020 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan: Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person			Dwellings & Type		Projected Population	Police Impact	Water Consumption		Wastewater Generation				
			<i>Non-residential</i>										
			Maximum	Per Unit		Officers	GPD	AF	GPD				
			0	0	0	0.00	0	0.0	0				
			Minimum										
			0	0	0	0.00	0	0.0	0				
Fire Facilities Plan:		Existing: MCAS					Future: East Mesa						
Water Facility Plan:		Source:	City	X	Private	Connection:	10" PVC on Ave. 4 ½ E						
Sewer Facility Plan:		Treatment:	City	X	Septic	X	Private	Connection: 8" PVC on 4 ½ E					
Issues:													
Safety Element:													
Flood Plain Designation:		500 Year Flood				Liquefaction Hazard Area:		Yes		No	X		

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

AERIAL





City of Yuma

City Council Report

File #: R2025-100

Agenda Date: 11/5/2025

Agenda #: 2.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	☒ Safe & Prosperous	☐ Motion
	☐ Active & Appealing	☒ Resolution
	☐ Respected & Responsible	☐ Ordinance - Introduction
DIVISION:	☐ Connected & Engaged	☐ Ordinance - Adoption
Community Planning	☐ Unique & Creative	☒ Public Hearing

TITLE:

Minor General Plan Amendment: Southwest Corner of 17th Street and Madison Avenue

SUMMARY RECOMMENDATION:

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Mixed Use to High Density Residential. (Community Development/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This General Plan amendment furthers the City Council's strategic outcome of Safe and Prosperous by providing an adequate mixture and balance of land uses.

REPORT:

This is a Minor General Plan Amendment request by Jose Salazar, on behalf of Nextgen Properties, LLC, to change the land use designation from Mixed Use to High Density Residential for approximately .48 acres, for the property located at the southwest corner of 17th Street and Madison Avenue, Yuma, AZ.

The existing Mixed Use land use designation supports the following types of zoning: Low Density Single-Family Residential (R-1-5 and R-1-6), Medium Density Residential (R-2 and R-2-5), Residence-Manufactured Housing (R-MH), Manufactured Housing Subdivision (MHS), Transitional (TR), Limited Commercial (B-1), and Industrial Park (I-P) districts.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP) districts.

The applicant's intent in changing the land use designation is to pursue a rezoning of the site to High Density Residential (R-3) to allow the development of multi-family units.

Staff received a total of 16 emails and phone calls in opposition of the request. These comments are attached to the final report.

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The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP) districts.

The applicant's intent in changing the land use designation is to pursue a rezoning of the site to High Density Residential (R-3) to allow the development of multi-family units.

Staff received a total of 16 emails and phone calls in opposition of the request. These comments are attached to the final report.

On October 13, 2025, the Planning and Zoning Commission voted to recommend DENIAL (5-0) of the General Plan amendment request to change the land use designation from Mixed Use to High Density Residential.

Public Comments - Excerpt from Planning and Zoning Commission Minutes (10/13/25):

QUESTIONS FOR STAFF

NONE

APPLICANT/APPLICANT'S REPRESENTATIVE

"Jose Salazar, 3378 W. 17th Place, Yuma, AZ, stated that the proposed minor amendment would allow a 12-unit multi-family development, updating the outdated light industrial zoning to better align with the city's goals for affordable housing within the infill overlay district. **Salazar** went on to say that the project would act as a transitional buffer between nearby homes and commercial uses, with minimal traffic during peak hours. All on-site parking requirements will be met. **Salazar** then added that the development would generate city fees, support local businesses, and that all tenants undergo background and credit checks prior to approval.

"Lorraine Arney, Planning and Zoning Commissioner asked if the apartments would be at market rate or would they be Housing and Urban Development (H.U.D) subsidized.

"Salazar replied he is not set on market rates.

"Arney clarified that background and credit checks would be done on potential tenants and that applicant has standards of occupancy according to fair housing.

"Salazar replied yes.

PUBLIC COMMENT

"Chris Hamel, Planning and Zoning Commissioner noted that there will be a five minute time limit for all public comments.

"Tom Pancrazi, 350 W. 16th Street Suite # 332, Yuma, AZ stated that he was one of the owners of the adjoining property to the west, and expressed opposition to the proposed 12-unit development, he then noted that light industrial zoning requires a Conditional Use Permit (CUP) for uses within 600 feet of residential properties, and the project would place residential units directly next to existing industrial businesses. **Pancrazi** then expressed concerns that future industrial uses on nearby properties could face operational restrictions due to the new residential units and acknowledges the community's push for affordable housing but stated that this location is not appropriate for the project.

“Pat Hodges Jr., 350 W. 16th Street Suite # 332, Yuma, AZ, stated he was also in opposition of the proposed project and then expressed concern that the noise from the surrounding businesses could negatively impact the residents of the proposed apartment complex. **Hodges** then noted that the proposed project may not provide sufficient space for the required parking and landscaping to adequately support a 12-unit development.

“Amanda Delara, 6277 E. 47th Place, Yuma, AZ, was also opposed to the proposed project, and stated that she was in agreement that the noise from the surrounding businesses could negatively impact the residents of the proposed apartment complex.

“Maribel Acosta, 3736 W. 25th Place, Yuma, AZ, stated that was the owner of AAMCO and was in opposition, and expressed concern about existing noise levels and heavy traffic in the area related to nearby businesses, noting potential safety hazards that could affect families residing in the proposed apartment complex.

“Keith Dennis, 3885 S. Bella Vista Drive, Yuma, AZ, stated that he was the owner of the property to the north of the proposed project and that he also was in opposition, then expressed concerns about increased traffic in the area in particular truck traffic, potential safety issues for the public, and a possible decline in surrounding property values. **Dennis** then added that the proposed development is not a good fit for the area.

“Lauren Tyler, 4598 W. 27th Lane, Yuma, AZ, was in opposition of the proposed project due to the location and expressed concern for the safety of the public due to the increased traffic. **Tyler** then acknowledged the city’s need for affordable housing but stated that this particular site is not an appropriate location for such a development.

“Kathy Spongross, expressed concern about the traffic and safety of the public in the proposed project area with the existing businesses and school taking up all the street parking.

“Vice Chairman John Mahon, asked for clarification on what the General Plan designation Mixed Use Density currently supports.

“Erika Peterson, Senior Planner replied that it currently permits Low Density Single Family Residential (R-1-5 and R-1-6), Medium Density Residential (R-2 and R-2-5), Residence Manufactured Housing (RMH), Manufactured Housing Subdivision (MHS), Transitional (TR), Limited Commercial (B-1), and Industrial Park (IP).

“John Mahon, Planning and Zoning Commissioner asked would a CUP be required for a new use on one of the industrial properties if it lies within 300 feet of any residential properties.

“Peterson stated that any property that is zoned light industrial and they are within 600 feet of a residential zoning they would need to apply for a CUP.

“Mahon then asked if the properties that currently exist near the project area were zoned Light Industrial.

“Peterson replied that the homes are not zoned R-1-6 that they are zoned Light Industrial and that she believes that there are four homes that have the R-1-6 designation.

“Chelsea Malouff-Craig, Planning and Zoning Commissioner asked if the land use designation is approved would all of the existing businesses that are within 600 feet will need to apply for a CUP to continue operating.

“Peterson replied that it would only apply to new light industrial uses.

“Jennifer Albers, Assistant Director of Planning stated that the existing gym and mortuary had already gone through the CUP process to establish their uses on their industrial sites.

“Hamel asked for a motion or a discussion that would lead to a motion.

“Mahon commented that this case is challenging due to limited areas available for high-density zoning and the effect that this decision may have on the existing and future light industrial uses.

“Hamel agreed with Vice Chairman Mahon and stated that the intent of the policy change is to encourage infill development and promote the use of underutilized properties within the city.

“Hamel then noted that multiple businesses would be affected by this proposal and then stated that the proposed project does not fit within this area.

“Hamel asked for a motion or a discussion that would lead to a motion.

“Mahon asked if one of these properties were located within that 300 foot notification area was changing its use would that business need a new CUP.

“Peterson replied only new Industrial business.

“Mahon then asked were some of the existing uses are grandfathered in.

“Peterson replied correct.

“Peterson then clarified that if the applicant's request was approved the tenants would not receive a notification only the owner of the parcel would.

“Hamel commented that in another case the owner of the property had received a notification and that it would be up to the owner to notify the tenants of any upcoming request.

“Peterson answered correct.

“Mahon then stated that the applicant could reapply and request R-2 zoning.

“Peterson said yes but the request would still need to go through the hearing process for approval.

“Peterson then stated that if the commission could not come to a decision to approve the current request, the commission could consider a less intense land use designation of Medium Density Residential.

“Mahon asked could all the homes in the area change the zoning designation.

“Peterson replied that there was an attempt to change the zoning, but the homeowners were against the rezoning at the time. Individual homeowners are now requesting rezoning.

“Gonzalez asked since the area is still categorized as mixed use the applicant would be able to build 3 to 5 dwelling units.

“Peterson replied yes.

“Mahon commented that the request does support that, but the applicant would still need to apply for a rezone request.

“Peterson replied if the commission intends to suggest changing the request to medium density land use designation the maximum density would be 6 units.

“Andrew McGarvie, Engineering Manager, commented that the Commission could add a condition regarding noise exposure to address potential concerns from future tenants about existing noise levels in the area.

“Albers stated these types of conditions are not normally added to the General Plan conditions, they are usually added to rezone conditions.

“Chairman Hamel asked for clarification on whether a noise condition could be added to inform future tenants about the potential for elevated noise levels in the area.

“Albers replied yes.

“Hamel asked for a motion or a discussion that would lead to a motion.

“Albers commented that if no motion for action is made, the request would fail and result in a recommendation of denial to the City Council.

“Hamel addressed the Commission and asked if a motion would be made.

“Mahon commented that the request is not compatible with the area but noted that the plan could support rezoning in another district, which may present similar issues.

“Hamel asked for clarification on whether the Commission could approve or deny the request with the recommendation that it be considered as medium-density development.

“Albers replied yes, the commission could approve or disapprove or consider a less intense designation.

“Hamel stated that the Commission’s decision is only a recommendation, and that if the case were disapproved, it would still proceed to the City Council for a final decision.

“Motion Mahon, second by Mallouff-Craig to DENY GP-44277-2025 as presented.

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

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:

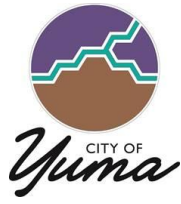
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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



STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING
CASE TYPE – GENERAL PLAN AMENDMENT
Case Planner: Erika Peterson

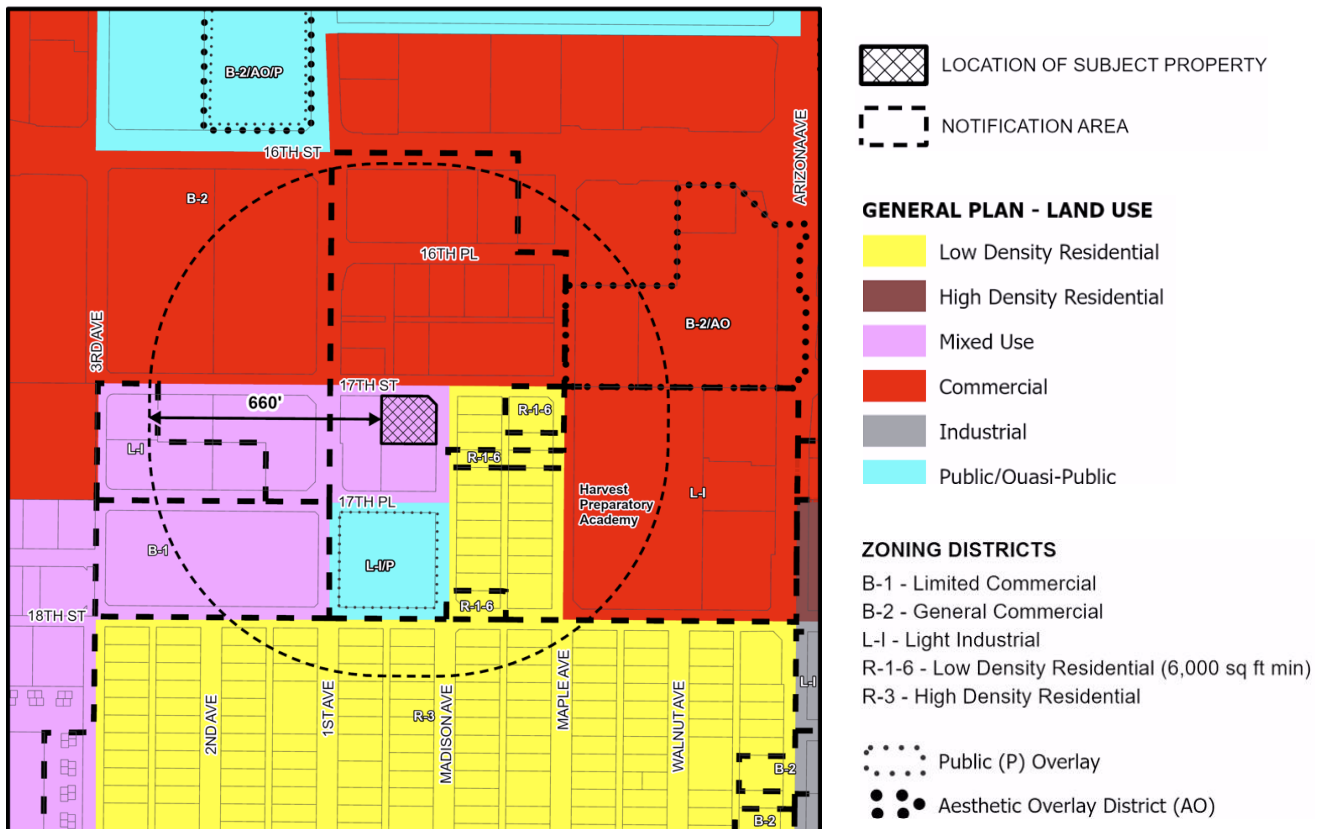
Hearing Date: October 13, 2025

Case Number: GP-44277-2025

Project Description/Location: This is a Minor General Plan Amendment request by Jose Salazar, on behalf of Nextgen Properties, LLC, to change the land use designation from Mixed Use to High Density Residential for approximately .48 acres, for the property located at the southwest corner of 17th Street and Madison Avenue, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Light Industrial (L-I)	Undeveloped	Mixed Use
North	Light Industrial (L-I)	Undeveloped, Mechanic Shop, Cabinet Shop	Commercial
South	Light Industrial (L-I)	Funeral Home	Mixed Use
East	Light Industrial (L-I) and Low Density Residential (R-1-6)	Single-family homes	Low Density Residential
West	Light Industrial (L-I)	Gymnasium	Mixed Use

Location Map



Prior site actions: Annexation, Ord. 672, effective July 21, 1956; Rezoning C14-60-8 (D) Original zoning to Industrial "A", Z80-23 Ord.1979 Industrial A to Light Industrial; CUP-CU89-18, Conditional Use to allow used car sales in a Light Industrial District; CUP-3072-2013 Conditional Use permit to allow a parking lot as primary use in Light Industrial; LOTS-27418-2019, CrossFit Yuma Lot Tie/Lot Split creating Lot 1 and Lot 2.

Staff Recommendation: Staff recommends the Planning and Zoning APPROVE the request to change the land use designation for approximately .48 acres from Mixed Use to High Density Residential.

Suggested Motion: Move to APPROVE the request to change the land use designation for approximately .48 acres from Mixed Use to High Density Residential.

Staff Analysis: This is a Minor General Plan Amendment request by Jose Salazar, on behalf of Nextgen Properties, LLC, to change the land use designation from Mixed Use to High Density Residential for approximately .48 acres, for the property located at the southwest corner of 17th Street and Madison Avenue, Yuma, AZ.

The existing Mixed Use land use designation supports the following types of zoning: Low Density Single-Family Residential (R-1-5 and R-1-6), Medium Density Residential (R-2 and R-2-5), Residence-Manufactured Housing (R-MH), Manufactured Housing Subdivision (MHS), Transitional (TR), Limited Commercial (B-1), and Industrial Park (I-P) districts.

The proposed High Density Residential land use designation supports the following types of zoning: High Density Residential (R-3), Residence-Manufactured Housing (R-MH), Recreational Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP) districts.

The applicant's intent in changing the land use designation is to pursue a rezoning of the site to High Density Residential (R-3) to allow the development of multi-family units.

A neighborhood meeting was held on-site on August 7, 2025. There were many neighbors in attendance who were in opposition of the request. Some expressed their concern regarding the potential denial of future conditional use permits for industrial zoned properties adjacent to residential development. Other concerns were relating to traffic, parking and noise.

During the meeting staff informed the neighbors that any new industrial building or activity permitted in the Light Industrial Zoning District may be located less than 600 feet from a residential zoning district and residential use provided such building or activity is granted a conditional use by the Planning and Zoning Commission. For example, the existing adjacent gym and mortuary went through respective CUP approvals in 2013 and 2015. The neighborhood already features a mix of residential and industrial zoning and uses. The residential block to the east of the subject property has recently been the subject of numerous requests to rezone to Low Density Residential (R-1-6) zoning to reflect the actual use of the properties.

Density

The current land use designation of Mixed Use would allow from 2 to 5 dwelling units to be constructed on .48 acres.

The proposed High Density Residential land use designation would allow 6 to 14

dwelling units to be developed.

Population

Information from the 2023 American Community Survey provides data on population by housing unit type. The information results in an average household size for multi-family homes of 1.8 persons per dwelling in the City of Yuma. Comparing the densities allowed within the General Plan, the potential persons expected are:

- Mixed Use:
 - Minimum 2 homes – Expected population: 4
 - Maximum 5 homes – Expected population: 9
- High Density Residential:
 - Minimum 6 homes – Expected population: 11
 - Maximum 14 homes – Expected population: 25

The 2020 Census identified that 20% of the population within the City of Yuma was between 5 and 17 years of age. Therefore, the expected school-age population is estimated at:

- Mixed Use:
 - Minimum expected population: 4 – School Age: 1
 - Maximum expected population: 9 – School Age: 2
- High Density Residential:
 - Minimum expected population: 11 – School Age: 2
 - Maximum expected population: 25 – School Age: 5

Transportation

The property is located on the southwest corner of 17th Street and Madison Avenue. Vehicle access to the property will be from Madison Avenue, a Local Road with the nearest Collector on 1st Avenue.

There is an existing bus stop at 4th Avenue and 16th Street, Green Route 4A, and an existing bike route on 1st Avenue to the north and proposed bike route to the south.

The City of Yuma Transportation Master Plan identifies Madison Avenue and 17th Street as Local Streets and 1st Avenue as a Collector Road. According to the City of Yuma Transportation Master Plan, 1st Avenue operates at a Level of Service (LOS) of C or above, meaning that there are stable conditions with movements somewhat restricted due to higher volumes but not objectionable to motorists. The Yuma Metropolitan Planning Organization identified an average annual daily traffic count at 1st Avenue near 18th Street as 4,621 in 2024.

Recreation

The Recreation Element of the City of Yuma 2022 General Plan outlines a well-developed network of recreational areas and public sites, including a detailed inventory of existing park facilities throughout the City. Among these, neighborhood parks play a vital role by offering accessible, localized spaces for informal recreation and open space activities. These parks typically support field games, court sports, walking and jogging paths, and picnic areas serving the immediate needs of surrounding residential communities. Joe Henry Optimist Park, located just south of the subject property and within walking distance, is one such neighborhood park that provides a range of recreational amenities for nearby residents.

Housing

The Housing Element of the City of Yuma 2022 General Plan addresses the need to provide safe, decent, sanitary, and affordable housing for all residents. Objective 1.3 encourages providing a variety of housing types:

Objective 1.3: Encourage a variety of housing types to meet all socioeconomic segments of the population, considering both full time and seasonal residents.

An Action Item of the Housing Element is to consider rezoning land for higher density residential development to promote additional rental and lower cost ownership options.

The current zoning designation of Light Industrial does not permit the development of any residential dwellings. The current zoning is not in conformance with the current land use designation of Mixed Use. However, the current Mixed Use land use designation does permit zoning districts that allow residential development such as Low and Medium Density Residential. In addition, the Manufactured Housing Subdivision District and Residence-Manufactured Housing District are permitted zoning districts within the Mixed Use land use designation.

Public Services

It is a requirement of State Statute for a General Plan to identify public schools and other public buildings. The City of Yuma General Plan Public Services Element identifies the location of public/charter schools within the three school districts in the General Plan area.

The subject property is within the boundaries of Yuma Elementary School District One and Yuma Union High School District. According to the Yuma Elementary School District One Boundary Map, the elementary students in the subject area are within the boundary of C W McGraw Elementary School at 2345 S. Arizona Avenue. Junior high school students are within the boundary of Gila Vista Junior High School located at 2245 S. Arizona Avenue. According to the Yuma Union High School District, the high school students are within the boundary of Kofa High School located at 3100 S. Avenue A. In addition, the subject property is also near Harvest Preparatory Academy, a charter school located at 350 E. 18th Street.

Redevelopment

The Redevelopment Chapter of the General Plan emphasizes conservation, rehabilitation, redevelopment, neighborhood preservation, and revitalization efforts. Designated Revitalization Areas are blighted areas that are primarily residential in character, often defined by strong family ties and a history of long-term, multigenerational residency. The subject property is located within the Mesa Heights Revitalization Area, aligning it with the City's broader objectives for neighborhood reinvestment and community enhancement.

Growth Areas

The Growth Areas chapter identifies those parts of the Planning Area ideal for a concentration of a variety of land uses, including higher densities and intensities or uses. Equally essential is the need for growth to occur close to existing or planned public facilities and services.

The General Plan request is located within the Arizona Avenue and 16th Street Growth Area, which presents significant opportunities for infill development due to the presence of numerous vacant and underutilized properties. This area is well-supported by existing infrastructure, transportation networks, and commercial development,

making it well-positioned for strategic growth. New residential developments of high and medium density in this location would serve as an effective transitional buffer, separating the established residential neighborhoods to the south from the more intensive commercial and industrial uses located to the north and west.

An increase in residents in this area would enhance and strengthen the existing commercial development and transportation network. The YCAT bus system has several fixed routes through this area with a focus on the Yuma Mesa Shopping Center.

1. Does the proposed amendment impact any elements of the General Plan?

No. The elements of the General Plan will not be impacted by the proposed amendment.

Transportation Element:

FACILITY PLANS		
Transportation Master Plan	Planned	Existing
17 th Street - Local Street	29 FT HW	30 FT HW
Madison Avenue - Local Street	29 FT HW	30 FT HW
1st Avenue – 2-lane Collector	40 FT HW	30 FT HW
Median Disclosure		

2. Does the proposed amendment impact any of the facility plans? No.

No. The change in land use will not significantly impact any of the facility plans.

3. Is the proposed amendment in conflict with Council's prior actions?

Yes. The 2022 City of Yuma General Plan land use designation for this area is Mixed Use.

Scheduled Public Hearings:

- ☒ City of Yuma Planning and Zoning Commission: October 13, 2025
☐ City of Yuma City Council: November 5, 2025

Public Comments Received: See Attachment A

Agency Comments: See Attachment B

Neighborhood Meeting Comments: See Attachment D

Final staff report delivered to applicant on:

- ☐ Applicant agreed with staff's recommendation:
☐ Applicant did not agree with staff's recommendation:
☒ Final report has been emailed to applicant on 9/25/2025 and awaiting response.

Attachments

A	B	C	D	E	F
Public Comments	Agency Comments	Staff Worksheet	Neighborhood Meeting Comments	Neighbor Notification List	Aerial Photo

Prepared By:

Erika Peterson

Date: 9/23/2025

Erika Peterson
Senior Planner
Erika.Peterson@YumaAZ.Gov

(928) 373-5000, x3071

Reviewed By: Jennifer L. Albers

Date: 9/24/25

Jennifer L. Albers,
Assistant Director of Planning

Approved By: Alyssa Linville

Date: 09/25/25

Alyssa Linville,
Director, Planning and Neighborhood Services

**ATTACHMENT A
PUBLIC COMMENTS**

Name:	Anonymous				Contact Information:							
Method of Contact:	Phone	☒	FAX		Email		Letter		Other			
Comment: Asked about the impact the proposed request and development would have on adjacent properties such as existing and future industrial uses near residential. Expressed opposition of the request to change the land use designation to high density residential.												
Name:	Regina Herndon				Contact Information:				(928)941-2810			
Method of Contact:	Phone	☒	FAX		Email		Letter		Other			
Comment: Requested information about the proposed amendment and the proposed future development. Mrs. Herndon stated she is not opposed to apartments but would not like to see the property developed as a mobile home park.												
Name:	Cesar Dominguez				Contact Information:							
Method of Contact:	Phone	☒	FAX		Email		Letter		Other			
Comment: Is opposed of the request.												
Name:	Cesar Dominguez				Contact Information:				Cesar.Dominguez@familyfuneralcare.com			
Method of Contact:	Phone		FAX		Email	☒	Letter		Other			
Good afternoon Mrs. Peterson, My name is Cesar Dominguez and owner/operator of All Saints Cremation & Memorial Chapel at 170 E. 17th Place. I am in opposition of the proposed minor general plan amendment to change the land use to high density residential. Thank you, Cesar Dominguez Funeral Director Proprietor												

Dennis Construction Company of Yuma, Inc.
53 E. 16th Street
Post Office Box 1987
Yuma, Arizona 85366

August 4, 2025

Department of Community Development
One City Plaza Yuma
Arizona 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue Minor General Plan
Amendment - Mixed-Use to High Density Residential

Ladies and Gentlemen:

I am writing as the owner of Dennis Construction Company of Yuma, Inc., which operates on Light Industrial property directly adjacent to the site proposed for a land use amendment. I want to express my concerns regarding the request to change the designation from Mixed Use to High Density Residential for the property at the southwest corner of 17th Street and Madison Avenue.

Our business is a construction company that relies heavily on the flexibility afforded by Light Industrial zoning. On a daily basis, our operations involve significant tractor-trailer traffic, heavy equipment movement, and other industrial activities that generate substantial noise and vibrations. These are essential components of our business and are consistent with the zoning designation of this area.

The proposed amendment to High Density Residential zoning introduces a land use that is fundamentally incompatible with the nature of industrial operations. Residential developments often bring heightened sensitivity to noise, traffic, and other industrial impacts, which could lead to complaints and potential restrictions on our ability to operate effectively. This would not only harm our business but also disrupt the balance of land uses in the area.

It is important to recognize that Light Industrial zoning exists to support businesses like ours, which require operational freedom without the constraints of residential concerns. Introducing high-density housing adjacent to industrial properties risks creating unnecessary conflicts and undermines the purpose of this zoning designation.

I strongly urge the Planning and Zoning Commission and the Yuma City Council to carefully evaluate the long-term implications of this amendment. Protecting the integrity of Light Industrial zoning is critical to ensuring that businesses like Dennis Construction Company can continue to thrive and contribute to the local economy.

Thank you for considering my perspective. If you have any questions or need further information, please feel free to contact.

Sincerely,



Keith Dennis, President
Dennis Construction Company of Yuma, Inc.

Whitacre Family Trust
Attn: Donald A. Whitacre
302 Adams Ranch Rd. #3
Mountain Village, CO 81435

August 7, 2025

Department of Community Development
Attn: Ericka Peterson
One City Plaza
Yuma, Arizona 85364

RE: CASE NUMBER GP-44277-2025
Minor General Plan Amendment - Mixed-Use to High Density Residential
SWC of 17th St. & Madison Avenue

Dear Ms. Peterson,

As the owner of the shopping center commonly known as the Staples Center, located adjacent to the property in question, I am writing to express my concerns regarding the proposed amendment to change the land use designation to Mixed Use to High Density Residential for the site at the southwest corner of 17th Street and Madison Avenue.

The Staples Center is zoned B-2 Commercial and serves as a hub for retail, dining, and service businesses that rely on consistent customer traffic and a harmonious surrounding environment. The introduction of High Density Residential zoning adjacent to our property raises concerns about the potential impact on the commercial viability of the area.

Residential developments often bring challenges such as increased parking demand, traffic congestion, and heightened sensitivity to noise and activity levels. These factors could disrupt the flow of business operations and deter customers from visiting the shopping center. Additionally, the shift in land use may alter the character of the area, making it less attractive for future commercial investment and development.

The current Mixed Use designation provides a balanced approach that supports both residential and commercial activities, fostering a dynamic and complementary environment. Changing this designation to High Density Residential risks tipping the balance and creating conflicts between land uses that could negatively affect the businesses operating in the Staples Center.

I urge you, the Department of Development Services, the Planning and Zoning Commission and Yuma City Council to carefully consider the broader implications of this amendment and prioritize the long-term economic health of the area. Maintaining a land use designation that supports commercial activity is essential to ensuring the continued success of businesses like those in the Staples Center.

Please feel free to contact me if you have any questions or require further information.

Sincerely,

Donald Whitacre
Donald A. Whitacre

Electronically Signed using eSignOnline™ | Session ID: d728961-0966-4f0f-845a-3ab7326536c0

Panho, LLC
Attn: Thoms J. Pancrazi and
Patrick K. Hodges, Jr.
c/o A.T. Pancrazi Real Estate Services, Inc.
350 W. 16th Street, Suite 332
Yuma, Arizona 85364
Office: 928-782-0000

August 7, 2025

Department of Community Development
One City Plaza
Yuma, Arizona 85364

RE: SWC of 17th St. and Madison Avenue Minor General Plan Amendment - Mixed-Use to High Density Residential - CASE NUMBER GP-44277-2025

Dear Staff Members, Zoning Commissioners, and Council Members:

As the owner of the property where CrossFit Yuma operates, I am writing to express my concerns regarding the proposed Minor General Plan Amendment request by Jose Salazar, on behalf of Nextgen Properties, LLC, to change the land use designation from Mixed Use to High Density Residential for the property located at the southwest corner of 17th Street and Madison Avenue.

Our property is zoned Light Industrial, and the activities conducted on-site are consistent with this designation. CrossFit Yuma operates as a high-energy fitness facility, with early morning classes starting at 5:30 AM that include loud music, weights being dropped, and members running around the building. Additionally, there are midday kids' classes and other activities throughout the day that generate significant noise and movement. These operations are integral to the business and align with the intended use of Light Industrial zoning.

More importantly, the proposed amendment to High Density Residential zoning for the adjacent property raises serious concerns about the **current** and **future** compatibility of our property as it relates to compliance with Yuma Code of Ordinance §§154-09.02(F)(1)(c) and (d), which provide as follows:

“(c) Distance from residential zoning district. Any industrial building or activity as may be permitted in the Light Industrial Zoning District shall be located a minimum distance of 600 feet from any residential zoning district and residential use, unless separated from said residential district and use by an arterial street, a state or federal highway, railroad right-of-way in use as such, or a designated truck route.

“(d) Exception. An industrial building or activity may be located less than 600 feet from a residential zoning district and residential use provided such building or activity is granted a conditional use by the Planning and Zoning Commission.”

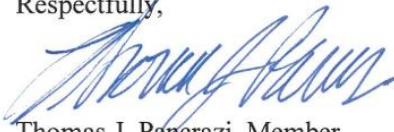
Our property and the Nexgen property are not separated by an arterial road and, as such, the rezoning would immediately render the Panho property out of compliance as to any future LI uses. Moreover, Panho would be required to obtain a conditional use permit in order to conduct light industrial operations from the Panho property. Not only is this extremely unfair, but it is also clear, based upon the Yuma Code of Ordinances, that residential developments in close proximity to Light Industrial properties will result in immediate conflicts. In addition, residents may find the use, noise, odorous and activity levels disruptive, which will only serve to make rise to complaints and pressure to restrict or modify Panho's operations, thereby negatively impacting our business and the services we provide to the community, at no fault of Panho. Moreover, introducing High Density Residential

zoning next to Light Industrial properties undermines the purpose of industrial zoning, which is designed to accommodate businesses that require operational flexibility without the constraints of residential concerns. This amendment risks creating unnecessary friction between land uses and could hinder the long-term viability of the area as a hub for industrial and commercial activity.

For the above reasons, we respectfully urge the Planning and Zoning Commission and Council Members to carefully consider the potential negative impacts this amendment would have on existing businesses and the broader implications for land use compatibility in the area.

Thank you for your contemplative consideration to this matter and our concerns.

Respectfully,



Thomas J. Pancrazi, Member
Panho, LLC



Patrick K. Hodges, Jr., Member
Panho, LLC

Gladiator Fitness, LLC
d.b.a. Crossfit Yuma
Attn: Kim Glenn
1735 S. 1st Avenue
Yuma, AZ 85364
Tel: (928) 246-0274

August 4, 2025

Department of Community Development
One City Plaza Yuma
Arizona 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue Minor General Plan
Amendment - Mixed-Use to High Density Residential

To Whom it My Concern:

I am writing on behalf of CrossFit Yuma, a gym located directly adjacent to the subject property, to express my opposition to the proposed Minor General Plan Amendment request by Jose Salazar, on behalf of Nextgen Properties, LLC, to change the land use designation from Mixed Use to High Density Residential.

Our gym operates on a property zoned Light Industrial, and our daily activities are consistent with this zoning designation. We host early morning classes starting at 5:30 AM, which involve loud music, weights being dropped on the floor, and outdoor physical activities. Additionally, we have a kids' class at 11:00 AM, which brings a lively and energetic atmosphere to the area. These activities generate substantial noise and movement throughout the day, which are typical for a business operating in a Light Industrial zone.

Changing the adjacent property's designation to High Density Residential would create significant conflicts between our operations and the proposed multi-family residences. Residents in high-density housing may find our noise levels disruptive, leading to complaints and potential restrictions on our ability to operate as we currently do. This could jeopardize the viability of our business and limit the services we provide to the community.

Furthermore, the introduction of residential zoning in close proximity to Light Industrial and Commercially zoned properties is inherently incompatible. Light Industrial and Commercial zoning is designed to accommodate businesses like ours, which require flexibility in operations without the constraints of residential concerns. High Density Residential zoning would undermine this purpose and create unnecessary friction between land uses.

I strongly urge the Planning and Zoning Commission and the Yuma City Council to consider the impact this amendment would have on existing businesses like CrossFit Yuma and the broader implications of introducing incompatible zoning in this area.

Thank you in advance for considering my strong concerns and for your attention to this matter.

Respectfully Submitted,

Kimberly Glenn

Kim Glenn, Owner, CrossFit Yuma

Electronically Signed using eSignOnline™ [Session ID : a009490-c956-4d73-bb35-a9806a6b519f]

Jim D. Smith
221 S. 2nd Avenue
Yuma, AZ 85364
e-mail: jimmiedeesmith@gmail.com
Tele: 928-783-7809

9/17/2025- Hand Delivered

Department of Community Development
Attn: Erika Peterson
One City Plaza
Yuma, Arizona 85364

RE: CASE NUMBER GP-44277-2025
Minor General Plan Amendment – Mixed-Use to High Density Residential
SWC of 17th St. & Madison Avenue

Dear Ms. Ericka Peterson,

I am the owner of a commercial building at 299 W. 17th St, Yuma, AZ, 85364. I believe my present zoning is either Light Industrial or Heavy Industrial, as the zoning has changed over the years.

I am concerned about and object to the proposed rezoning from Mixed-Use to High-Density Residential for the property the subject of this application.

17th Street is and has always been a commercial area, not residential. The applicant's property is only one block South of 16th street the busiest street in Yuma. There are many businesses in this area. I do not recall any residences or apartments in this area. The Proposed Multi-Family Residential units in this area will increase the number of children playing on the Street, create a need for more playgrounds, increase traffic, increase cars parked on the Street, and increase pedestrian activity. Delivery trucks, customer vehicles and existing commercial operations will conflict with proposed Multi-Family residences and additional residential traffic. These conditions could easily discourage future tenants from leasing my commercial building, reducing the commercial viability and value of my property.

Maintaining the current Use designation ensures safe traffic flow, does not interfere with present businesses and protects property values and community safety.

Thank you for considering these important impacts.

Jim D. Smith, Property Owner



September 17, 2025

Department of Community Development
Attn: Ericka Peterson
One City Plaza
Yuma, Arizona 85364

RE: CASE NUMBER GP-44277-2025
Minor General Plan Amendment - Mixed-Use to High Density Residential
SWC of 17th St. & Madison Avenue

Dear Ms. Peterson,

As the owner of Budgetel Inn & Suites, located adjacent to the property in question, I am writing to express my strong concerns regarding the proposed amendment to change the land use designation to Mixed Use to High Density Residential for the site at the southwest corner of 17th Street and Madison Avenue.

Our hotel serves a vital role in the community by providing affordable and accessible accommodations to travelers, families, and business guests. The success of a hotel depends heavily on maintaining a safe, accessible, and commercially viable environment that supports consistent guest traffic.

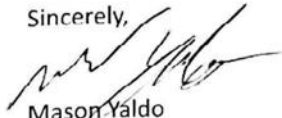
The introduction of High-Density Residential zoning adjacent to our property raises significant concerns about the negative impact it could have on our operations. Residential developments often bring challenges such as increased parking demand, traffic congestion, and heightened sensitivity to activity levels. These factors could discourage guests from staying at our property, disrupt hotel operations, and diminish the overall experience we strive to provide. Additionally, the shift in land use could alter the character of the surrounding area, making it less attractive for visitors and undermining the long-term sustainability of our business.

The current Mixed-Use designation strikes a necessary balance between residential and commercial activities, allowing both to thrive while complementing one another. By contrast, the shift to High Density Residential risks creating conflicts between land uses that would jeopardize not only the success of our hotel but also the broader commercial appeal of the area.

I respectfully urge the Department of Development Services, the Planning and Zoning Commission, and Yuma City Council to carefully consider the long-term economic implications of this amendment. Preserving a land use designation that supports hospitality and commercial activity is critical to ensuring the continued success of businesses like Budgetel Inn & Suites and to sustaining a vibrant and balanced community.

Please feel free to contact me if you have any questions or would like to discuss this matter further.

Sincerely,



Mason Yaldo
Owner, Budgetel Inn & Suites

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue - Minor General Plan Amendment - Mixed-Use to High Density Residential

Dear Planning & Zoning Commissioners,

I am writing as a concerned neighbor and community member to respectfully oppose the proposed rezoning of SWC of 17th St. & Madison Avenue. My opposition is based on a number of concerns that could negatively impact the community, such as but not limited to:

- Traffic and pedestrian safety risks due to higher vehicle volume on already narrow or busy streets.
- Reduced visibility at intersections and driveways, making it more hazardous for drivers, cyclists, and pedestrians.
- Emergency access concerns, as overcrowded or blocked streets could hinder fire trucks, ambulances, and law enforcement from responding quickly.
- Increased risk of accidents from residents and visitors circling the area to find available parking.
- Obstructed views and diminished aesthetic character of the area caused by taller structures.
- Greater strain on local infrastructure and public services.
- Reduced privacy for neighboring properties due to the height and density of the buildings.
- Increased noise and activity levels that will impact the quality of life for current residents.
- Potential decline in property values in surrounding areas due to overcrowding and limited parking availability.
- Additional comments/concerns: _____

_____.

Thank you for your consideration,

Nohemi Sanchez
Property Owner/Resident

Nohemi Sanchez
Signature

9-24-25
Date

Property Address: 1704 S Maple Ave
Yuma AZ

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue - Minor General Plan Amendment - Mixed-Use to High Density Residential

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- Obstructed views and diminished aesthetic character of the area caused by taller structures.
- Greater strain on local infrastructure and public services.
- Reduced privacy for neighboring properties due to the height and density of the buildings.
- Increased noise and activity levels that will impact the quality of life for current residents.
- Potential decline in property values in surrounding areas due to overcrowding and limited parking availability.
- Additional comments/concerns: _____

_____.

Thank you for your consideration,

Property Owner/Resident

Sanita Simola
Signature

9/24/2025
Date

Property Address: *1711 S Maple Ave*
Yuma, AZ 85364

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue - Minor General Plan Amendment - Mixed-Use to High Density Residential

Estimados Comisionados de Planificación y Zonificación,

Me dirijo a ustedes como vecino(a) y miembro de la comunidad preocupado(a) para expresar respetuosamente mi oposición a la propuesta de cambio de zonificación en la esquina suroeste de la Calle 17 y la Avenida Madison. Mi oposición se basa en varias preocupaciones que podrían afectar negativamente a la comunidad, tales como, entre otras:

- Riesgos de tráfico y seguridad peatonal debido al mayor volumen vehicular en calles ya angostas o concurridas.
- Visibilidad reducida en intersecciones y entradas, lo que aumenta el peligro para conductores, ciclistas y peatones.
- Preocupaciones sobre el acceso de emergencia, ya que calles congestionadas o bloqueadas podrían dificultar la respuesta rápida de bomberos, ambulancias y fuerzas del orden.
- Mayor riesgo de accidentes por residentes y visitantes circulando en busca de estacionamiento disponible.
- Vista obstruida y disminución del carácter estético de la zona debido a estructuras más altas.
- Mayor presión sobre la infraestructura local y los servicios públicos.
- Pérdida de privacidad para propiedades vecinas debido a la altura y densidad de los edificios.
- Incremento en los niveles de ruido y actividad que afectarán la calidad de vida de los residentes actuales.
- Posible disminución en el valor de las propiedades en áreas circundantes debido al hacinamiento y la disponibilidad limitada de estacionamiento.
- Comentarios/preocupaciones adicionales: NO ES TOY DE ACUERDO

Gracias por su consideración.

Propietario/Residente Concepción Valenzuela Firma Concepción Valenzuela Fecha 9/24/25
Dirección de la propiedad: 1789 S. Madison Ave
Yuma, AZ 85364

ATTACHMENT B
AGENCY COMMENTS

DATE:	8/26/25	NAME:	Antonio Martinez	TITLE:	Community Liaison Specialist
AGENCY:	MCAS Yuma			PHONE:	928-269-2103
<i>Enter comments below:</i>					
Subject parcel is located near a known flight path. 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 MCASYUMA CPLO@usmc.mil. Thank you for the opportunity to review and comment.					

**ATTACHMENT C
STAFF WORKSHEET**

	STAFF RESEARCH – GENERAL PLAN AMENDMENT CASE #: GP-44277-2025 CASE PLANNER: ERIKA PETERSON
---	---

I. PROJECT DATA

Project Location:		SWC of 17 th Street and Madison Avenue												
Parcel Number(s):		665-36-073												
Parcel Size(s):		.48 acres												
Total Acreage:		.48 acres												
Proposed Dwelling Units:		Maximum:		14		Minimum:		6						
Address:														
Applicant:		Nextgen Properties, LLC												
Applicant's Agent:		Jose Salazar												
Land Use Conformity Matrix:		Current Zoning District Conforms:								Yes		No	X	
Zoning Overlay:	Public		AO		Auto		B&B		Historic		Infill	X	None	
Airport		Noise Contours	65-70		70-75		75+		APZ1		APZ2		CLEAR ZONE	

	Existing Zoning	Current Use	General Plan Designation
Site	Light Industrial (L-I)	Undeveloped	Mixed Use
North	Light Industrial (L-I)	Undeveloped, mechanic shop, cabinet shop	Commercial
South	Light Industrial (L-I)	Funeral home	Mixed Use
East	Light Industrial (L-I) and Low Density Residential (R-1-6)	Single-family homes	Low Density Residential
West	Light Industrial (L-I)	Gymnasium and parking lot	Mixed Use

Prior Cases or Related Actions:													
<u>Type</u>	<u>Conforms</u>			<u>Cases, Actions or Agreements</u>									
Pre-Annexation Agreement	Yes		No	N/A									
Annexation	Yes	X	No	Effective 7/21/1956, Ord. 672									
General Plan Amendment	Yes		No	N/A									
Development Agreement	Yes		No	N/A									
Rezone	Yes	X	No	C14-60-8 (D), Z80-23									
Subdivision	Yes	X	No	Lot Tie/Lot Split: LOTS-27418-2019									
Conditional Use Permit	Yes		No	CUP-3072-2013, CUP-CU89-18									
Pre-Development Meeting	Yes		No	Date: 6/17/2025, PDM-44200-2025									
Enforcement Actions	Yes		No	N/A									
Land Division Status:		Legal lot of record											
Irrigation District:		None											
Adjacent Irrigation Canals & Drains:		None											
Water Conversion: (5.83 ac ft/acre)		0.00 Acre Feet a Year											
Water Conversion Agreement Required		Yes		No	X								

II. CITY OF YUMA GENERAL PLAN

Land Use Element:																			
Land Use Designation:				Mixed Use															
Issues:				None															
Historic District:		Brinley Avenue				Century Heights				Main Street				None		X			
Historic Buildings on Site:				Yes				No		X									
Transportation Element:																			
FACILITY PLANS																			
Transportation Master Plan				Planned		Existing		Gateway		Scenic		Hazard		Truck					
17 th Street - Local Street				29 FT HW		30 FT HW													
Madison Avenue - Local Street				29 FT HW		30 FT HW													
1 st Avenue - 2 lane Collector				40 FT HW		30 FT HW				X									
Bicycle Facilities Master Plan				1 st Avenue- existing bike route to north and proposed bike route to south															
YCAT Transit System				Green Route 4A at 16 th Street and 4 th Avenue															
Issues:																			
Parks, Recreation and Open Space Element:																			
Parks and Recreation Facility Plan																			
Neighborhood Park:		Existing: Joe Henry Optimist Park						Future: Joe Henry Optimist Park											
Community Park:		Existing: Kennedy Memorial Park						Future: Kennedy Memorial Park											
Linear Park:		Existing: East Main Canal Linear Park						Future: East Main Canal Linear Park											
Issues:																			
Housing Element:																			
Special Need Household:				N/A															
Issues:																			
Redevelopment Element:																			
Planned Redevelopment Area:				Mesa Heights Revitalization Area															
Adopted Redevelopment Plan:				North End:				Carver Park:				None:		X					
Conforms:				Yes				No											
Conservation, Energy & Environmental Element:																			
Impact on Air or Water Resources				Yes				No		X									
Renewable Energy Source				Yes				No		X									
Issues:																			
Public Services Element:																			
Population Impacts Population projection per 2023 5-Year American Community Survey Police Impact Standard: 1 officer for every 530 citizens; 2020 Conservation Plan: Water demand: 207 gallons/day/person; Wastewater generation: 70 gallons per day per person				Dwellings & Type		Projected Population		Police Impact		Water Consumption		Wastewater Generation							
				<i>Multi-Family</i>															
				Maximum		Per Unit				Officers		GPD		AF					
				14		1.8		25		0.05		5,216		5.8		1,764			
				Minimum															
6		1.8		11		0.02		2,236		2.5		756							
Fire Services Plan:				Existing: Fire Station No. 3						Future: Fire Station No. 3									
Water Facility Plan:				Source:		City		X		Private				Connection:		4" AC line on Madison Avenue			
Sewer Facility Plan:				Treatment:		City		X		Septic				Private				Connection: 8" line on 17 th Street	
Issues:																			
Safety Element:																			
Flood Plain Designation:				500-year Flood				Liquefaction Hazard Area:				Yes				No		X	

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

NOTIFICATION

- Legal Ad Published: The Sun 9/20/25
- Display Ad Published: 9/20/25
- 660' Vicinity Mailing: 7/22/25
- 54 Commenting/Reviewing Agencies noticed: 7/15/25

- Site Posted: 7/30/2025
- Neighborhood Meeting: 8/7/2025
- Hearing Dates: 10/13/25 & 11/5/25
- Comments Due: 9/13/25

External List	Response Received	Date Received	"No Comment"	Written Comments
Yuma Metropolitan Planning Organization (ARS)	NR			
Yuma County Engineering	NR			
Yuma County Flood Control District	NR			
Yuma County Planning & Zoning (ARS)	NR			
Yuma County Public Works	YES	7/15/2025	X	
Yuma County Airport Authority	YES	7/21/2025	X	
Yuma County Chamber of Commerce	NR			
Yuma County Assessor	NR			
Greater Yuma Econ. Development Corp.	NR			
Yuma County School Superintendent	NR			
YUHS District #70 (ARS)	NR			
Yuma Elementary School District #1 (ARS)	NR			
Crane School District #13 (ARS)	NR			
City of San Luis (ARS)	NR			
City of Somerton (ARS)	NR			
Imperial County, California (ARS)	NR			
Qwest Communications (ARS)	NR			
Arizona Public Service (ARS)	NR			
Time Warner Cable (ARS)	NR			
Southwest Gas (ARS)	NR			
Arizona Department of Transportation	NR			
Arizona Game & Fish Dept.	NR			
Arizona Department of Commerce (ARS)	NR			
Arizona State Attorney General (ARS)	NR			
Arizona Dept. of Water Resources (ARS)	NR			
Arizona State Land Department (ARS)	NR			
MCAS / C P & L Office (ARS)	YES	8/26/2025		X
Bureau of Land Management (ARS)	NR			
US Border Patrol	NR			
US Postal Service	NR			
Quechan Tribal Office	YES	7/15/2025	X	
Cocopah Indian Tribe	NR			
Yuma County Water Users' Association	YES	7/21/2025	X	
Yuma Irrigation District	NR			
Yuma Mesa Irrigation Drainage District	NR			
Unit B Irrigation District	NR			
Yuma County Association of Realtor's	NR			
Yuma County Contractor's Association	NR			
AZ Society of Military Engineers (ASME)	NR			
AZ Society of Civil Engineers (ASCE)	NR			
AZ Society of Professional Engineers (ASPE)	NR			

El Paso Natural Gas Co.	NR			
Western Area Power Administration	YES	7/16/2025	X	

City of Yuma Internal List	Response Received	Date Received	"No Comment"	Written Comments
Thomas Garrity, Police	NR			
Rod Hamilton, Police	NR			
Eric Urfer, Parks and Rec – Admin	NR			
David Wostenberg, City Engineer	NR			
Scott Nodes, Traffic Engineer	NR			
Andrew McGarvie, Engineering	NR			
Kayla Franklin, Fire – Prevention	YES	7/15/2025	X	
Randall Crist, Building Safety	NR			
Jeremy McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

Neighborhood Meeting	Comments Available
8/7/2025	See Attachment D
Prop. 207 Waiver	
Received by Owner's signature on the application for this land use action request.	

ATTACHMENT D
NEIGHBORHOOD MEETING COMMENTS

Date Held: August 7, 2025

Location: City Hall Room #190

Attendees: Staff: Erika Peterson; Applicant: Jose Salazar

Neighbors in attendance: Jennifer Ingram, Ruben Nevarez, Maribel Acosta, Loran Tyler, Kieth Dennis, Amanda DeLara, David Gamboa, Tom Pancrazi, Susan Bridgeman

Summary of Attendee's Comments Related to the Project:

- Staff explained the applicant's request to change the land use designation from Mixed Use to High Density Residential to pursue a rezoning of the site to High Density Residential.
- The applicant explained his intent is to develop a 12-unit multi-family development, 3 buildings with 4 units each.
- Many neighbors expressed concern for future and existing industrial and commercial uses and the impact that high density residential would have in the area and how the proposed development is not compatible with existing uses.
- Neighbors commented on how future CUP's may be denied because of the proximity to the proposed multi-family development.
- Neighbors expressed their concern with on-street parking and commented on the traffic, noise, parking, smells and deliveries in the area from existing industrial uses and nearby school and what was being proposed to help mitigate those impacts.
- Neighbors asked how many parking spaces would be provided for the entire development and how many were required.
- Neighbors asked if notification to the future residents of the development could be provided to notify them of the potential noise from existing businesses and operations.
- Neighbors inquired about the specifics on proposed development about what type of fencing, setbacks, price for each unit, and what the entire development would look like.
- A neighbor had a question about how the proposed development would impact property values.
- Many neighbors stated they would like to see commercial or light industrial development in the area instead of residential.

ATTACHMENT E
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City	State	Zip Code
41 E 16TH ST AZ LLC	1980 W CHICO LN	YUMA	AZ	85365
AEA FEDERAL CREDIT UNION	1780 S 1ST AVE	YUMA	AZ	85364
ATLAS INVESTMENTS CA LLC	10721 TREENA ST STE 200	SAN DIEGO	CA	92131
BEJARANO JUAN ANTONIO JR	1719 S MADISON AVE	YUMA	AZ	85364
BONILLA PABLO	1743 S MADISON AVE	YUMA	AZ	85364
BRIDGEMAN SUSAN LUCILLE	1800 S MAPLE AVE	YUMA	AZ	85364
COLUNGA DANIEL & MARISOL	1805 S 1ST AVENUE	YUMA	AZ	85364
CONTRERAS RICARDO	1725 S MADISON AVE	YUMA	AZ	85364
DENNIS KEITH A	PO BOX 1987	YUMA	AZ	85366
DOBOSZ DANIEL P & TARA M	3049 W 12TH LN	YUMA	AZ	85364
FIRST INTERSTATE BANK OF ARIZONA	PO BOX 2609	CARLSBAD	CA	92018
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	PO BOX 1846	YUMA	AZ	85366
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
HERRERA RICARDO H &	1812 S MAPLE AVE	YUMA	AZ	85364
KING GERALD JR & CATHY JT	1712 S MAPLE AVE	YUMA	AZ	85364
LOZANO MARIA ISABEL	PO BOX 12383	SAN LUIS	AZ	85349
MALES TEDFORD C JR	4232 W 7TH ST	YUMA	AZ	85364
MARQUEZ JESUS L	1810 S MADISON AVE	YUMA	AZ	85364
MARTINEZ ORALIA	1761 S MADISON AVE	YUMA	AZ	85364
MAY VIOLA	5435 E 38TH PLACE	YUMA	AZ	85365
MONTES GONZALO & EVANGELINA JT	1813 S 1ST AVE	YUMA	AZ	85364
NEVAREZ RUBEN	3736 W 25TH PL	YUMA	AZ	85364
NEXT LEVEL HOME BUYERS LLC	2903 W 12TH PL	YUMA	AZ	85364
NEXTGEN PROPERTIES LLC	3378 W 17TH PL	YUMA	AZ	85364
NURICUMBO DIANA I	1068 VIA BARRANCA	CALEXICO	CA	92231
ORTIZ MARCO A & CARMEN M CPWROS	8795 E 24TH LN	YUMA	AZ	85365
PADILLA MARIA GUADALUPE	1820 S MAPLE AVE	YUMA	AZ	85364
PANHO LLC	350 W 16TH ST STE 332	YUMA	AZ	85364
PATINO ERICA A JONES	1820 S 1ST AVE	YUMA	AZ	85364
QUINTANA JOSE T & MARIA C JT	7248 E 25TH PL	YUMA	AZ	85365
QUINTERO MARIA TRUST 4-10-2024	PO BOX 1903	WINTERHAVEN	CA	92283
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
ROBLES JUANA	1804 S 1ST AVE	YUMA	AZ	85364
RODRIGUEZ EDUARDO ANDRADE	1812 S 1ST AVE	YUMA	AZ	85364
RODRIGUEZ MONICA	1803 S 2ND AVE	YUMA	AZ	85364

SACO ROMEO & RITA TRUST 05-28-2013	2301 S 4TH AVE	YUMA	AZ	85364
SANCHEZ NOHEMI	1704 S MAPLE AVE	YUMA	AZ	85364
SMITH JIM D	221 S 2ND AVE STE 1	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
STREBE CHRISTOPHER C & PHYLLIS L TRUST	1681 S 1ST AVE	YUMA	AZ	85364
STUHR ROSARIO RAMOS	15385 S AVENUE 4E	YUMA	AZ	85365
TALAMANTE CHRISTIAN R & MARCELA JT	1812 S MADISON AVE	YUMA	AZ	85364
TRES ESTRELLAS HOLDINGS LLC	13484 S AVENUE 5 E	YUMA	AZ	85365
WAKAMATZU ICELA	267 E PALO VERDE DR	YUMA	AZ	85364
WEST COAST LODGING LLC	1640 S ARIZONA AVE	YUMA	AZ	85364
WHITACRE DONALD ALAN & VICKI LYNN TRUST 2-10-1993	10721 TREENA ST STE 200	SAN DIEGO	CA	92131
WILLIAMS GUADLUPE R &	1821 S 1ST AVE	YUMA	AZ	85364
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364
YUMA INDUSTRIAL BUILDINGS AZ LLC	PO BOX 1107	LAKE FOREST	CA	92609
YUMA OFFICE RENTAL LLC	1700 S 1ST AVE STE 200	YUMA	AZ	85364
YUMA SAFE STORAGE LLC	4062 S NAVEL AVE	YUMA	AZ	85365
YUMA SITE AZ LLC	5939 W CHANDLER BLVD	CHANDLER	AZ	85226

ATTACHMENT F
AERIAL PHOTO



Public comments received after completion of the Final Report

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue - Minor General Plan Amendment - Mixed-Use to High Density Residential

Dear Planning & Zoning Commissioners,

I am writing as a concerned neighbor and community member to respectfully oppose the proposed rezoning of SWC of 17th St. & Madison Avenue. My opposition is based on a number of concerns that could negatively impact the community, such as but not limited to:

- Traffic and pedestrian safety risks due to higher vehicle volume on already narrow or busy streets.
- Reduced visibility at intersections and driveways, making it more hazardous for drivers, cyclists, and pedestrians.
- Emergency access concerns, as overcrowded or blocked streets could hinder fire trucks, ambulances, and law enforcement from responding quickly.
- Increased risk of accidents from residents and visitors circling the area to find available parking.
- Obstructed views and diminished aesthetic character of the area caused by taller structures.
- Greater strain on local infrastructure and public services.
- Reduced privacy for neighboring properties due to the height and density of the buildings.
- Increased noise and activity levels that will impact the quality of life for current residents.
- Potential decline in property values in surrounding areas due to overcrowding and limited parking availability.

➤ Additional comments/concerns:

Safety Concerns

Thank you for your consideration,

Maribel Acosta
Property Owner/Resident

Maribel Acosta
Signature

10-13-25
Date

Property Address: 11699 S. 1st Ave.
Yuma, AZ 85364

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

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- Potential decline in property values in surrounding areas due to overcrowding and limited parking availability.
- Additional comments/concerns: See attached.

Thank you for your consideration,

Catherine King

Gerald King

Property Owner/Resident

Gerald King
Catherine King
Signature

10-8-25
Date

Property Address: 1712 S. Maple Ave

We are opposed to the proposed rezoning on Madison Ave and 17th Street based on increasing higher vehicle volume on busy streets and/or increasing risks of accidents from residents - visitors seeking parking.

On May 29, 2025, We had to file a police report due to damages from a "Hit and Run" on our F-150 Ford truck that was parked in front of our home on Maple Avenue, (Report # 25-33174 Officer: Landeras). Parking has been, and still is, a huge concern and issue.

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

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- Additional comments/concerns: For This To happen, would be a travesty. We people in this neighborhood are already dealing with a great amount of traffic. I implore you, please, not to do this.

Thank you for your consideration,

KATHY SPONGROSS
Property Owner/Resident

Kathy Spongross
Signature

10/1/25
Date

Property Address: 1715 S. Madison Ave.
APT. A & B Yuma 85364

September 26, 2025

Haynes Properties, LLC
Mark Haynes
1726 S. Maple Avenue
Yuma, Arizona 85364

Planning & Zoning Commission and City Council
Attn: Erika Peterson
One City Plaza
Yuma, Arizona 85364

Re: Case No. GP-44277-2025

Dear Ms. Peterson

The purpose of this letter is to object to the Minor General Plan Amendment referenced above, in its current form.

I have owned and occupied an office and shop at 1726 S. Maple Avenue, one block East of the referenced property, since 2011.

Prior to the development of Harvest Preparatory School, there were minimal traffic and parking issues in the vicinity. Since Harvest Preparatory has come to the area, traffic has become extremely dense, particularly at times when parents and busses are dropping students off or picking them up, or when special events are scheduled. Additionally, parking during the school day is congested with employees or students who drive to school. It is common to have the driveway into my business blocked or partially blocked by parked vehicles, or drivers awaiting a turn to drop students off. The development proposed in the Amendment cannot help but contribute to these problems.

Moreover, as the owner/manager of several apartment complexes, I find the standard of 1.5 allocated parking slots per unit to be totally unrealistic. Almost all of my units have at least two vehicles operated by unit occupants, and many have more than that number, not to mention temporary parking by delivery drivers and tenant guests.

In closing, I find the Amendment in its present form would contribute to problems that already exist in the general area, and cannot help but add an element of danger and difficulty to an already taxing situation. If you have any questions on the information provided or need additional information, do not hesitate to contact me at (928) 210-3223.



Mark Haynes

Haynes Properties LLC

Erika Peterson
Senior Planner
(928) 373-5000 Ext. 3071
Erika.Peterson@YumaAz.gov
One City Plaza
Yuma, AZ 85364

RE: CASE NUMBER GP-44277-2025 SWC of 17th St. & Madison Avenue - Minor General Plan Amendment - Mixed-Use to High Density Residential

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- Increased noise and activity levels that will impact the quality of life for current residents.
- Potential decline in property values in surrounding areas due to overcrowding and limited parking availability.
- Additional comments/concerns: _____

_____.

Thank you for your consideration,

Owner

Property Owner/Resident



Signature

10-11-25

Date

Property Address: 1719 S. Madison
Ave Yuma AZ 85364

RESOLUTION NO. R2025-100

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AMENDING RESOLUTION R2022-011, THE CITY OF YUMA 2022 GENERAL PLAN,
TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY .48 ACRES AT
THE SOUTHWEST CORNER OF 17TH STREET AND MADISON AVENUE FROM
MIXED USE TO HIGH DENSITY RESIDENTIAL**

WHEREAS, the General Plan of the City of Yuma was adopted by Resolution R2022-011 for the orderly and balanced development of lands through efficient and systematic land use planning; and,

WHEREAS, the General Plan provides a vision of development into the future based on existing development, the needs of the community, and the desires of property owners; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on October 13, 2025, for General Plan Amendment Case No. GP-44277-2025, regarding the request to amend the General Plan; and,

WHEREAS, due and proper notice of the public hearings were given in the time, form, substance and manner as provided by law, including publication of such notice in The Sun on September 20, 2025, and October 11, 2025; and,

WHEREAS, as the community grows and prospers, it may be necessary to amend the General Plan to reflect development trends and opportunities; and,

WHEREAS, the proposed General Plan Amendment meets the goals and objectives of the General Plan and retains an adequate mixture and balance of land uses.

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

SECTION 1: Resolution R2022-011, the City of Yuma 2022 General Plan, is amended to change the land use designation of the real property depicted with crosshatching in Exhibit A, attached and by this reference made a part of this Resolution, from Mixed Use to High Density Residential.

Adopted this _____ day of _____, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

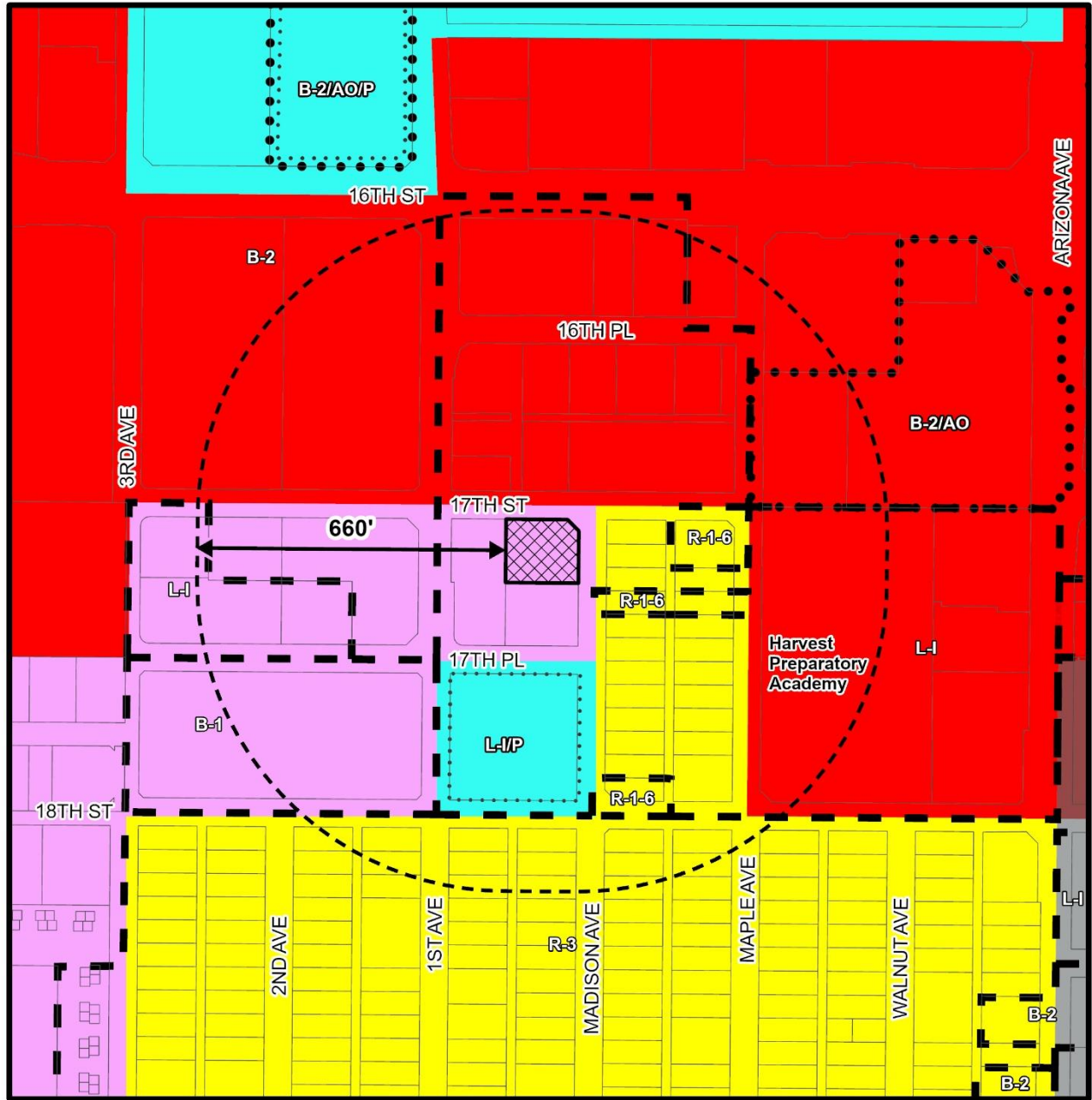
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



GENERAL PLAN - LAND USE

- Low Density Residential
- High Density Residential
- Mixed Use
- Commercial
- Industrial
- Public/Quasi-Public

LOCATION MAP



LOCATION OF SUBJECT PROPERTY



NOTIFICATION AREA

ZONING DISTRICTS

- B-1 - Limited Commercial
- B-2 - General Commercial
- L-1 - Light Industrial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-3 - High Density Residential

Public (P) Overlay

Aesthetic Overlay District (AO)



Prepared by: DG

Checked by: EP



Date: 7/1/2025

Revised:

Revised:

Case #:

GP-44277-2025