



City of Yuma City Council Meeting Agenda

Wednesday, June 4, 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 2025-083](#) **Regular Council Worksession Draft Minutes April 15, 2025**

Attachments: [2025 04 15 RWS Minutes](#)

2. [MC 2025-084](#) **Regular Council Meeting Draft Minutes April 16, 2025**

Attachments: [2025 04 16 RCM Minutes](#)

B. Executive Sessions

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

C. Approval of staff recommendations:

1. [MC 2025-079](#) **Bid Award: Avenue 3E and 32nd Street Median Landscape**

Award a construction services contract for the Avenue 3E and 32nd Street Median Landscape to the lowest responsive and responsible bidder in the amount of \$1,432,599.40 to Gutierrez Canales Engineering, Yuma, Arizona. (Engineering RFB-25-299) (Dave Wostenberg/Robin R. Wilson)

Attachments: [1. MAP Bid Award Ave 3E and 32nd St Median Landscape](#)

2. [MC 2025-080](#) **Contract Increase: Hotel Del Sol Multi-Modal Transportation Center**

Authorize a change order in the amount of \$431,889.43 to CORE Construction, Inc. of Phoenix, Arizona for preconstruction and post design services of the Hotel Del Sol Multi-Modal Transportation Center. (Engineering RFQ 2020-20000136) (David Wostenberg/Robin R. Wilson)

3. [MC 2025-081](#)**Memorandum of Understanding: Flock Safety**

Approve a memorandum of understanding between Flock Safety Group Inc. and the City of Yuma to allow the Yuma Police Department access to their Automated License Plate Reader system and database. (Police/Administration) (Thomas Garrity)

Attachments:

[1. MOU: Flock Safety](#)

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. [R2025-051](#)**Memorandum of Understanding: Yuma Regional Mental Health Court**

Authorize the Yuma Police Department to participate in the Yuma Regional Mental Health Court through the attached Memorandum of Understanding (MOU). (Police/ Administration) (Thomas Garrity)

Attachments:

[1. RES MOU: Yuma Regional Mental Health Court](#)

[2. AGMT MOU: Yuma Regional Mental Health Court](#)

2. [R2025-052](#)**Intergovernmental Agreement: San Luis Police Department**

Approve an intergovernmental agreement with the City of San Luis on behalf of the San Luis Police Department for the use of the City of Yuma Public Safety Training Facility. (Police/Support Services) (Thomas Garrity)

Attachments:

[1. RES IGA: San Luis PD](#)

[2. AGMT IGA: San Luis PD](#)

3. [R2025-053](#)**Intergovernmental Agreement Amendment: Arizona
Department of Transportation - Pedestrian Hybrid Beacons**

Authorize the City Administrator to execute Amendment No. One to the Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) dated March 3, 2023, reducing the scope of work due to funding and right-of-way acquisition issues from the original five pedestrian hybrid beacons (PHB) to two PHBs. This is a Highway Safety Improvement Program (HSIP) project, the City has currently contributed \$197,753.57 in additional design cost. The total project amount will be \$2,213,097.57. (Engineering) (David Wostenberg)

Attachments:

- [1. RES IGA Amendment No. One - Pedestrian Hybrid Beacons](#)
- [2. AGMT IGA Amendment No. One - Pedestrian Hybrid Beacons](#)
- [3. IGA \(1993\) ADOT Amendment No. One - Pedestrian Hybrid Beacons](#)

4. [R2025-054](#)**Intergovernmental Agreement Amendment: Yuma County
Intergovernmental Public Transportation Authority**

Authorize the City Administrator to execute a fourth amendment to a grant pass through, Intergovernmental Agreement (IGA) between Yuma County Intergovernmental Public Transportation Authority (YCIPTA) and the City of Yuma for final design and pre-construction costs associated with the rehabilitation of the Hotel del Sol as a multimodal transportation center. (Engineering) (David Wostenberg)

Attachments:

- [1. RES IGA: YCIPTA](#)
- [2. AGMT IGA: YCIPTA](#)

5. [R2025-055](#)**Development Fee Deferral: Desert Sands Unit No. 4 Subdivision**

Adopt a resolution authorizing an agreement to defer City of Yuma development fees and water and sewer capacity charges for Desert Sands Unit No. 4 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/Development)

Attachments:

- [1. MAP-Development Fee Dererral: Desert Sands Unit No. 4 Subdivision](#)
- [2. RES Development Fee Dererral: Desert Sands Unit No. 4 Subdivision](#)
- [3. AGR Development Fee Dererral: Desert Sands Unit No. 4 Subdivision](#)

6. [R2025-057](#) **Preannexation Development Agreement: 594 S. May Avenue**
Authorize a Preannexation Development Agreement with Yuma Investment Partners, LLC, for the properties located at 594 S. May Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments: [1. RES PDA: 594 S. May Avenue](#)
 [2. AGMT PDA: 594 S. May Avenue](#)
7. [R2025-058](#) **Preannexation Development Agreement: 9381 E. Stetson Street**
Authorize a Preannexation Development Agreement for the property located at 9381 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments: [1. RES PDA: 9381 E. Stetson Street](#)
 [2. AGR PDA: 9381 E. Stetson Street](#)
8. [R2025-059](#) **Preannexation Development Agreement: 9365 E. Stetson Street**
Authorize a Preannexation Development Agreement for the property located at 9365 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments: [1. RES PDA: 9365 E. Stetson Street](#)
 [2. AGR PDA: 9365 E. Stetson Street](#)
9. [R2025-060](#) **Preannexation Development Agreement: 9453 E. Stetson Street**
Authorize a Preannexation Development Agreement for the property located at 9453 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments: [1. RES PDA: 9453 E. Stetson Street](#)
 [2. AGR PDA: 9453 E. Stetson Street](#)
10. [R2025-061](#) **Preannexation Development Agreement: 530 S. Avenue C**
Authorize a Preannexation Development Agreement for the property located at 530 S. Avenue C. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)
- Attachments: [1. RES PDA: 530 S. Avenue C](#)
 [2. AGR PDA: 530 S. Avenue C](#)

11. [R2025-062](#)**Preannexation Development Agreement: Avenue 9E South of 32nd Street**

Authorize a Preannexation Development Agreement for the property located on Avenue 9E South of 32nd Street (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

[1. RES PDA: APN 699-36-208](#)

[2. AGR PDA: APN 699-36-208](#)

12. [R2025-063](#)**Order Improvements: Municipal Improvement District No. 134 Butler Estates Unit No. 1 Subdivision**

Order Improvements for Municipal Improvement District (MID) No.134 to serve Butler Estates Unit No. 1 Subdivision, 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. 134 shall be assessed upon the properties in MID No. 134 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 No. 134 Butler Estates Unit No. 1](#)

[2. EXH A Order Improvements MID 134: Butler Estates Unit No. 1](#)

13. [R2025-064](#)**Order Improvements: Municipal Improvement District No. 132
Butler Estates Unit No. 2 Subdivision**

Order Improvements for Municipal Improvement District (MID) No.132 to serve Butler Estates Unit No. 2 Subdivision, 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. 132 shall be assessed upon the properties in MID No. 132 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 No. 132: Butler Estates Unit No. 2](#)[2. EXH A Order Improvements MID No. 132: Butler Estates Unit No. 2 Subdivision](#)14. [R2025-065](#)**Order Improvements: Municipal Improvement District No. 133
Kahuna Estates**

Order Improvements for Municipal Improvement District (MID) No. 133 to serve Kahuna Estates, 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. 133 shall be assessed upon the properties in MID No. 133 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. (Planning & Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:[1. RES Order Improvement MID 133: Kahuna Estates](#)[2. EXH A Order of Improvement MID 133: Kahuna Estates](#)

15. [R2025-067](#)**Resolution of Support - Paradise Cove West Wetland Designation as a Protected Surface Water**

Approve a Resolution of Support for the designation of the Paradise Cove West Wetland effluent channel as a waterbody pursuant to the Arizona Department of Environmental Quality rulemaking process. (Utilities/Administration) (Jeremy McCall)

Attachments: [1. RES Support for Paradise Cove West Wetland Designation](#)

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. [O2025-016](#)**Rezoning of Properties: 19 A, LLC**

Rezone approximately 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District, for the properties located at the northeast corner of W. 96th Street and S. Avenue A. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments: [1. P&Z RPT Rezoning of Properties: 19 A, LLC](#)
[2. ORD Rezoning of Properties: 19 A, LLC](#)

2. [O2025-017](#)**Text Amendment: Animals and Fowl**

Amend Yuma City Code, Title 13, Chapter 130, Animals and Fowl, in response to State law changes that allow domestic fowl on residential properties, development standards for the placement of domestic fowl, and provide clarity with regard to animals allowed, maintenance, and enclosures. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments: [1. ORD Text Amendment: Animals and Fowl](#)

3. [O2025-018](#)**Text Amendment: Large Animals**

Amend Title 15, Chapter 154 Suburban Ranch and Low Density Residential zoning districts to amend the calculation for the allowed number of large animals. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments: [1 P&Z RPT Text Amendment: Large Animals](#)
[2 ORD Text Amendment: Large Animals](#)

4. [O2025-019](#)**Text Amendment: Accessory Dwelling Units**

Amend Title 15, Chapter 154, to update development regulations and expand the residential zoning districts which permit accessory dwelling units. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:[1. P&Z RPT Text Amendment: Accessory Dwelling Units](#)[2. ORD Text Amendment: Accessory Dwelling Units](#)5. [O2025-020](#)**Text Amendment: Planned Unit Development Overlay District**

Amend Title 15, Chapter 154, Article 14, Section 7, to update regulations within the Planned Unit Development Overlay (PUD) District. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:[1. P&Z RPT Text Amendment: Planned Unit Development Overlay District](#)[2. ORD Text Amendment: Planned Unit Development Overlay District](#)**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. [O2025-021](#)**Rezoning of Property: 1720 S. Maple Avenue**

Rezone a 6,300 square foot lot from the Light Industrial/Infill Overlay (LI/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1720 S. Maple Avenue. (ZONE-43811-2025) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:[1. P&Z RPT Rezoning of Property: 1720 S. Maple Avenue](#)[2. ORD Rezoning of Property: 1720 S. Maple Avenue](#)

V. PUBLIC HEARING AND RELATED ITEMS

The following Public Hearing may result in the adoption of Resolution R2025-066

1. [R2025-066](#) **Minor General Plan Amendment: 3064 and 3116 S. Avenue B**
Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Commercial to High Density Residential. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

1. [P&Z RPT GP Amendment: 3064 and 3116 S. Avenue B](#)
2. [RES GP Amendment: 3064 and 3116 S. Avenue B](#)

The following Public Hearing may result in the approval of Annexation Area No. ANEX-43789-2025 Vision Assets

2. [MC 2025-082](#) **Annexation Area No. ANEX-43789-2025 Vision Assets**
This is a public hearing to consider the annexation of properties located at the northeast corner of W. 27th Street and 21st Drive. (ANEX-43789-2025). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

Attachments:

1. [PET Annex: Vision Assets](#)
2. [PZ RPT Annex: Vision Assets](#)
3. [MAP Annex: Vision Assets](#)

VI. BUDGET DISCUSSION

Discussion and questions by City Council relating to the proposed FY2026 Budget

VII. 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 May 22, 2025 through June 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.

VIII. 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.

IX. 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.

X. EXECUTIVE SESSION

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

A. Discussion, consultation with and/or instruction to legal counsel regarding the potential sale of real property. (A.R.S. §38-431.03 A3, A4 & A7)

B. Discussion, consultation with and/or instruction to legal counsel concerning development of prior City owned real property and contract extension. (A.R.S. §38-431.03 A3, A4 & A7)

C. Discussion, consultation with and/or instruction to legal counsel concerning potential litigation. (A.R.S. §38-431.03 A3, A4 & A7)

D. Discussion, consultation with and/or instruction to legal counsel regarding the railroad crossing at 9E. (A.R.S. §38-431.03 A3 & A4)

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 2025-083

Agenda Date: 6/4/2025

Agenda #: 1.

Regular Council Worksession Draft Minutes April 15, 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
April 15, 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
Fire Chief, Dustin Fields
Director of Planning and Neighborhood Services, Alyssa Linville
Various department heads or their representatives
City Attorney, Richard W. Files
City Clerk, Lynda L. Bushong

I. YUMA FIRE DEPARTMENT CITYGATE ASSOCIATES MASTER PLAN REPORT

Chief Fields introduced Sam Mazza, Senior Fire and Emergency Medical Services (EMS) Specialist for Citygate Associates, who presented the following briefing on the Fire Department Master Plan Final Report:

- Fire Services Policy Choices
 - There are no federal or state laws or regulations mandating fire service staffing levels, response performance, or outcomes
 - Level of service provided is a local policy decision
 - Communities have the level of service they can afford or which they choose to fund
 - The level of service provided may not be the level of service desired
- Outcome Goals Drive Deployment
 - The goal of fire service deployment is to deliver desired outcomes
 - Typical urban/suburban community desired outcomes are:
 - Prevent death and/or permanent impairment from medical emergencies, when possible
 - Confine building fires to the room or compartment of origin
 - Rescuing persons not able to self-evacuate
 - Saving as much of the owner's property as possible
 - Delivering desired outcomes is a function of adequate staffing, training, apparatus and equipment, and response time
- Deployment Strategies
 - Fire service deployment is essentially about the speed and weight of response
 - Speed refers to single, neighborhood-based first response units to mitigate routine-to-moderate emergencies to deliver the desired outcomes

- Weight refers to multiple-unit responses needed to control more serious emergencies for the outcome desired
 - The goal is to space stations far enough apart to achieve the desired response times throughout the City, but close enough to be able to assemble multiple units for more serious emergencies in time to deliver a desired outcome
- Study Scope
 - Request and review relevant background data and information from the Yuma Fire Department (YFD) and other City departments
 - Conduct key project stakeholder listening interviews with almost all YFD staff as well as some other City staff
 - Conduct comprehensive deployment assessment including
 - Community risk assessment
 - Incident data statistical analysis
 - Geographic Information Systems (GIS) travel time and incident location mapping and analysis
 - Review and evaluate YFD support functions, facilities, and apparatus fleet
 - Conduct a mid-project briefing with the YFD Executive Team to make sure initial findings were aligned with their view of the City and the services that YFD provides
 - Develop and submit a Draft and Final Report
 - Final Report summary presentation
- Capstone Observations
 - Impressed with the commitment of personnel, both within YFD and Citywide, and the quality of the services provided
 - Most programs are operating in alignment with best practices
 - This is evidenced by YFD being one of only 311 accredited fire agencies worldwide
 - High-performing organization working at maximum capacity in many areas
 - Three key challenges going forward:
 - EMS response capacity
 - Equitable speed and weight of response service level across the City
 - Headquarters staffing
- Challenge #1 – EMS Response Capacity
 - EMS Response Capacity
 - November-March identifies increased population (winter visitors)

Response Resource	April–October	November–March
Engine	7	7
Ladder Truck	1	1
Ambulance	5	6
Battalion Chief	1	1
Total Personnel	35	37

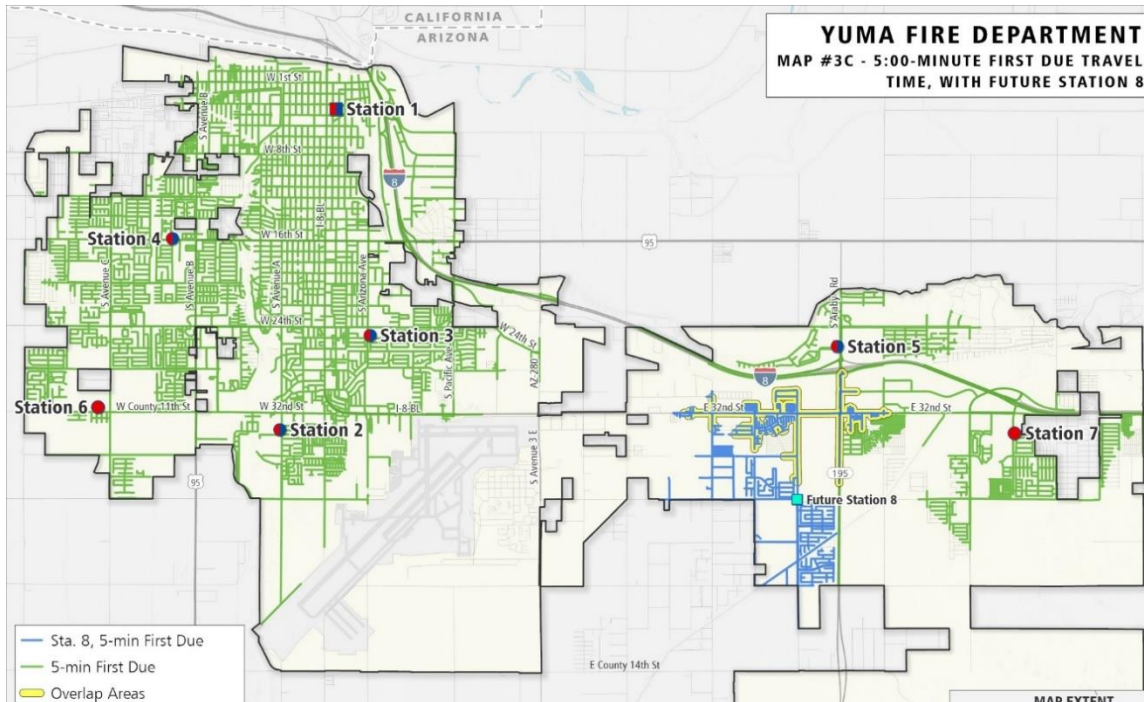
- EMS service demand is 76% of total demand
 - Fires account for 2% of all calls, and non-emergency calls account for the remaining 22%

- Simultaneous EMS Incidents

Simultaneous EMS Calls	Percent of Occurrence
2	63%
3	32%
4	14%
5	6%
6	2%

- 63% of the time there are two EMS incidents occurring at the same time, and 32% of the time there are three occurring at the same time
 - All five ambulances are simultaneously in use an average of 14 times per month, for 1.5 hours of duration each occurrence (April-October)
 - There were no YFD ambulances available for Priority 1 (life-threatening) calls four times per month in 2023
 - The occurrence of simultaneous EMS calls has increased nearly 24% over the previous three years
 - Six ambulances simultaneously committed less than one occurrence per month on average, for 21 minutes duration
- All EMS responses include an engine or ladder truck
 - Whenever five or more EMS incidents occur simultaneously, the remaining response capacity is less than the 15 personnel required for a building fire or other serious incident
 - 278 occurrences in 2023
- Recommendations
 - Consider a sixth staffed ambulance 24 hours per day, seven days per week in the eastern section of the City
 - Consider an alternative solution to 9-1-1 ambulance response for low-acuity, non-life-threatening medical and behavioral health calls
 - While the majority of YFD's EMS calls are moderate- to high-acuity, most agencies are inundated with low-acuity calls that consume their capacity

- Challenge #2 – Equitable Level of Service

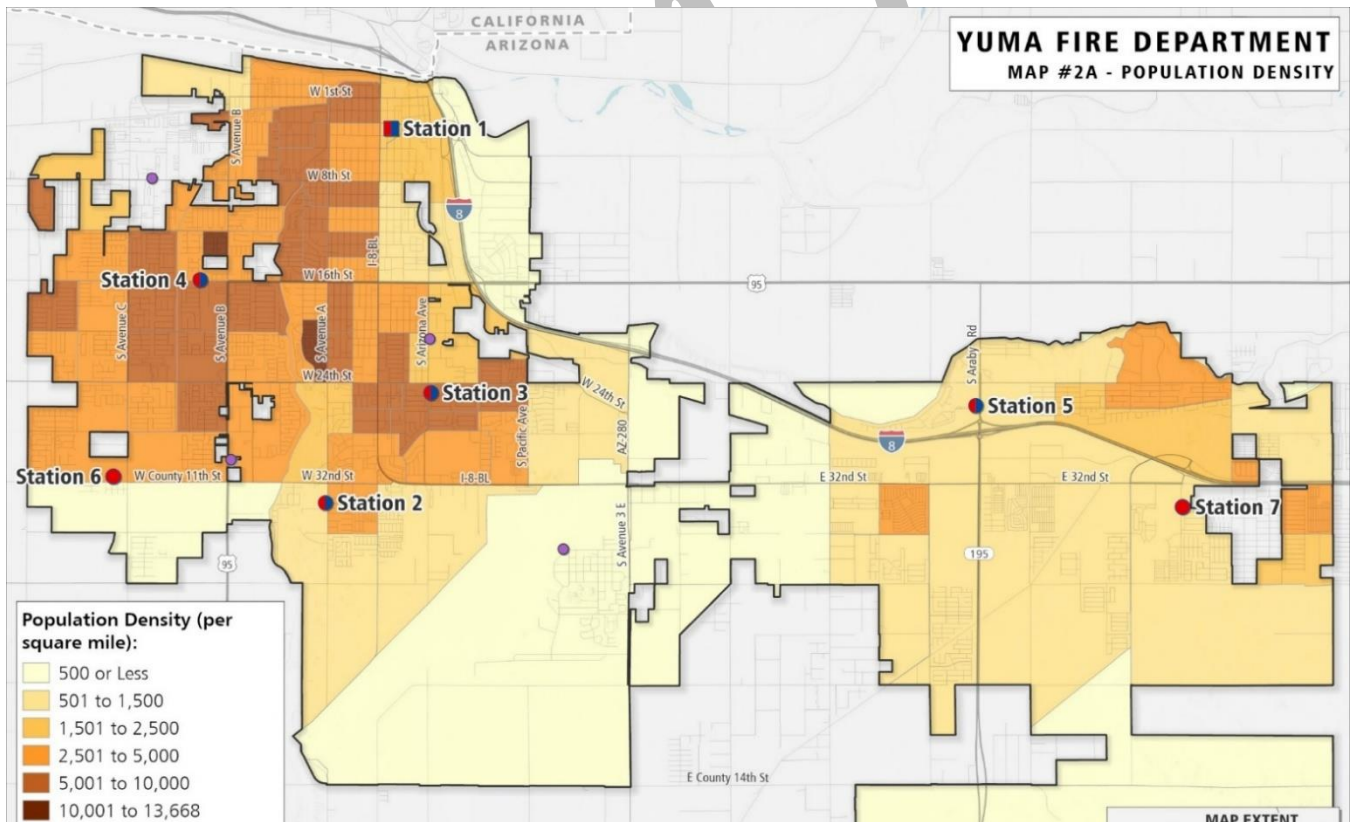


- The five-minute travel time for the first units expected to arrive on scene covers 67.3% of the City's total public road network (green on the map above)
 - The addition of Station 8 will provide additional coverage (blue on the map above), with some beneficial overlap with Stations 5 and 7
- 12-minute Effective Response Force travel time includes three engines, one aerial ladder truck, one medic ambulance, and one chief officer (15 personnel total)
 - Covers only about 50% of the City's public road network
- 12-minute single truck travel time covers the higher density section of the City well, but loses coverage in the eastern and southern part of the City
- Eight-minute Battalion Chief travel time covers less than half of the City's public road network, mostly in the western half of the City
- Recommendations
 - Consider expediting the siting and construction of Station 8
 - Consider staffing Engines 5 and 7 with four personnel daily until Station 8 is complete to help mitigate level of service inequity
 - Consider a second daily Battalion Chief shift for the eastern/southern half of the City
 - Consider a second staffed ladder truck in the eastern section of the City
- Challenge #3 – Headquarters Staffing
 - Nearly all headquarters staff is working at maximum capacity
 - Most are reacting to immediate issues, needs, and priorities
 - Insufficient capacity to meet workload demand
 - Little to no capacity for longer-range planning/projects, program goals, and training of new personnel
 - In several areas it is a challenge to meet not only current workload, but future workload demand as well

- Headquarters Services Assessment
 - Insufficiently staffed in many areas to meet workload demand, expected performance metrics, and customer service goals
 - EMS Division
 - Ambulance billing capacity
 - Technical and clerical support capacity
 - Professional Services Division
 - Training center staff capacity
 - Annual accreditation workload
 - Health and Safety Committee implementation workload
 - Operations Division
 - Clerical support capacity for Battalion Chiefs and program managers
 - Special operations program management capacity
 - Shift Battalion Chief's span of supervisory control and program management capacity
 - Community Risk Reduction Division
 - Inspector capacity
 - Currently focusing appropriately on higher risk occupancies, but lacks capacity to inspect some of the more moderate risk occupancies
 - Multiple single points of failure
 - A single point of failure is a critical department-level process or program that only one person is trained in
 - One example of this is the Fleet Administrator position, which lacks a succession plan
 - Recommendations

Division	Capacity Gap	Estimated FTE Needed	Suggested Phase
Administration	Chief Officer	1.0	1
EMS	Controlled Substances / Logistics / QA	1.0	1
	Ambulance Billing / General Clerical	0.5–1.0	2
	Supplies Management	0.5–1.0	3
Community Risk Reduction	Chief Officer Upgrade (eliminate Asst. FM)	0.0	1
	Fire Inspections	1.0	2
	Fire Inspections	1.0	3
	General Clerical Support	0.5–1.0	3
Professional Services	Training Officer	1.0	1
	Health Safety & Wellness Coordinator / Accreditation Program Manager	1.0	2
Operations	Chief Officer – Administrative Support / Special Operations	1.0	1
	Program Management Clerical Support	1.0	3
Total		9.5–11.0	

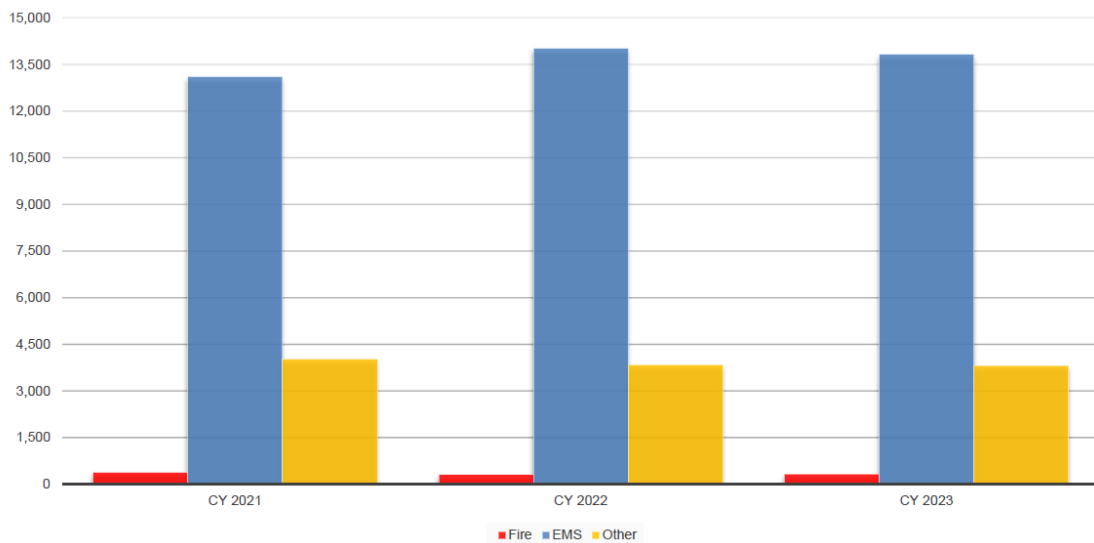
- An additional nine to 11 full-time employees to fill those gaps in headquarters staffing
 - Hiring phases can help spread out the financial impact over time
- Staffing capacity amongst similar sized agencies, that are also Citygate clients, ranged from about 12-22% of total department staff
 - Yuma ranked second to lowest in that capacity among those agencies, with only the City of Surprise having lower headquarter staffing levels
- Deployment Assessment
 - Risk Assessment – Values at Risk
 - 64 square-mile service area
 - Does not include Marine Corps Air Station (MCAS) Yuma
 - Resident population: 99,264
 - More than doubles in winter months
 - Daytime population: 108,000 (+8.9%)
 - Population density: runs from less than 500 residents per square mile, to greater than 13,500 residents per square mile
 - Yuma's fire stations are generally located in the higher population density pockets of the City



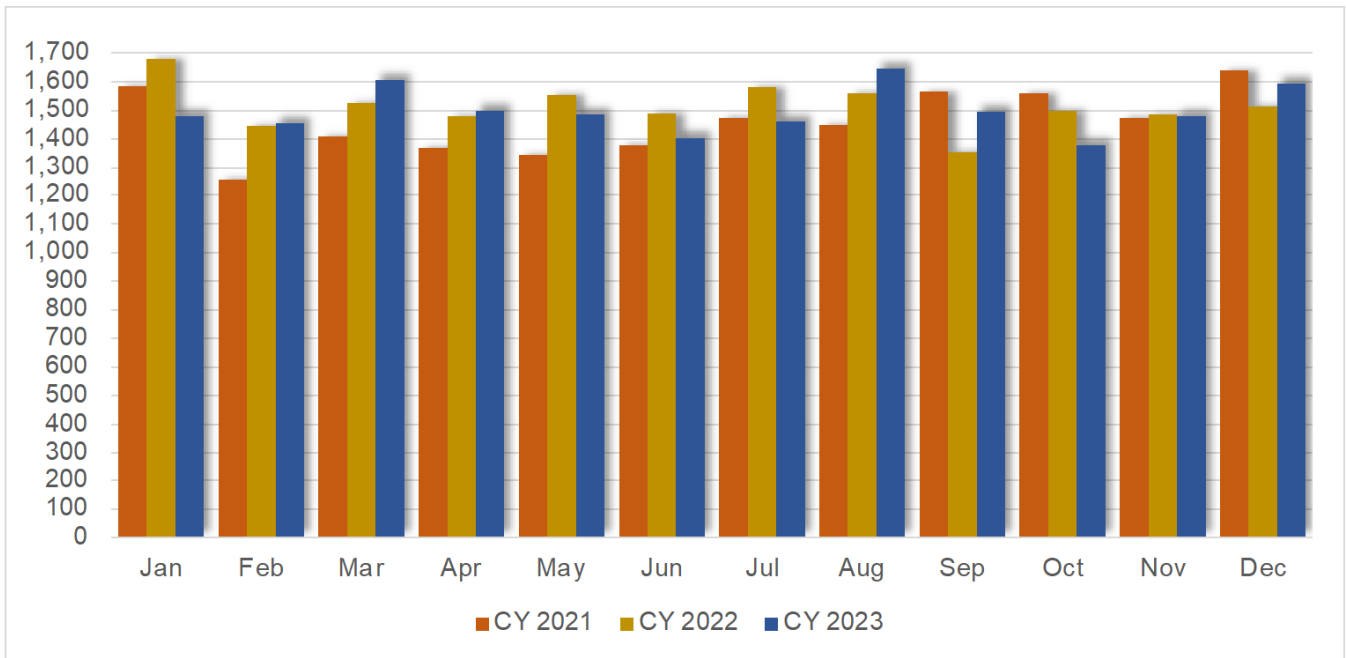
- Nearly 43,500 residential housing units
 - 27% are renter occupied
- Large inventory of non-residential buildings
- Nearly 8% of the population is below the poverty level
- More than 14% of the population is without health insurance
- At least 100 critical facilities and numerous cultural, economic, and natural resources to protect

Hazard	Planning Zone						
	District 1	District 2	District 3	District 4	District 5	District 6	District 7
Building Fire	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
Vegetation/Wildland Fire	Moderate	Moderate	Moderate	Moderate	Moderate	Low	Low
Medical Emergency	High	High	High	High	High	High	High
Hazardous Material	High	Moderate	Moderate	Moderate	High	Moderate	Moderate
Technical Rescue	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate	Moderate
Aviation Incident	Low	Low	Low	Low	Low	Low	Low

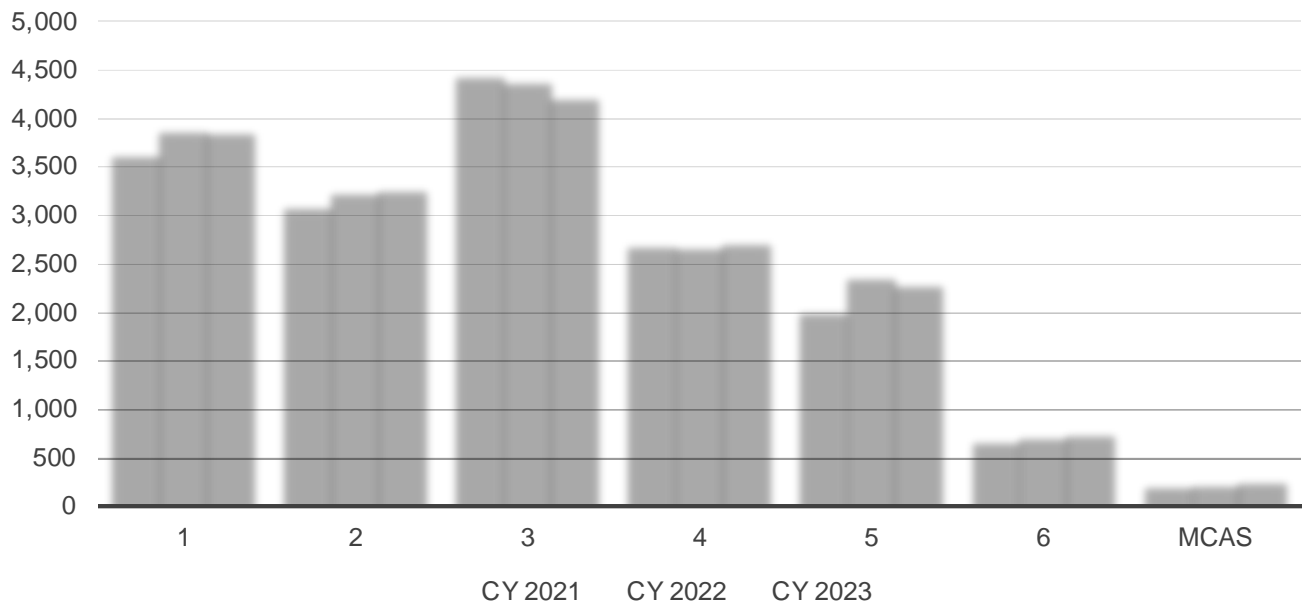
- Total Service Demand by Year
 - Service demand remained steady across the three years included in the study:
 - 2021 – 17,499
 - 2022 – 18,158
 - 2023 – 17,967
- Annual Service Demand
 - By Category
 - Calls are predominately EMS, which is consistent with most jurisdictions of similar size



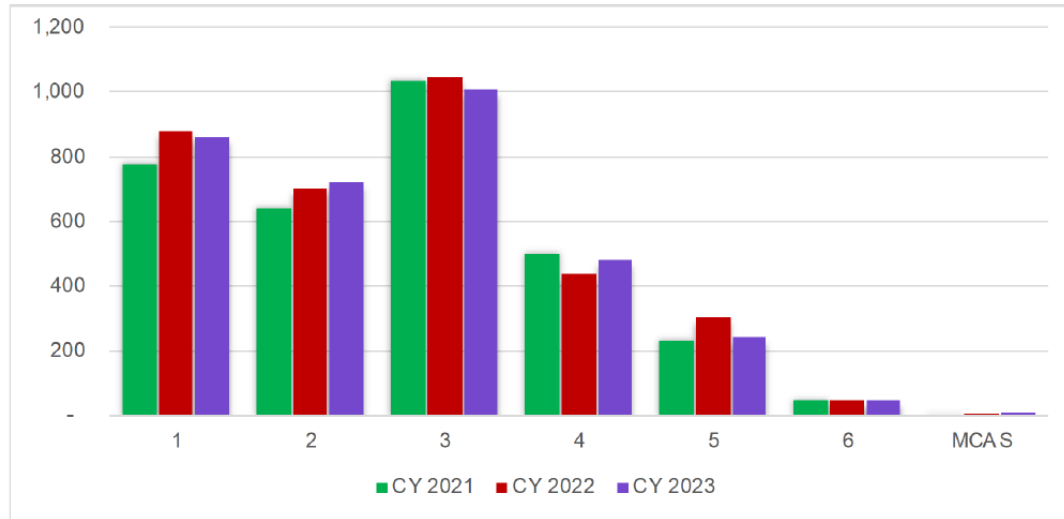
- Service Demand by Month and Year
 - Service demand remained fairly steady across all 12 months of the year, despite the population more than doubling in the winter months



- Service Demand by Time of Day
 - Calls for service start to increase at around 5:30 a.m., start to peak at about 10:00 a.m., and begin to slowly taper off at around 6:00 p.m.
- Service Demand by Station District



○ Simultaneous Incidents by Station District



▪ Incident Occurrences

- 2 or more = 63.27%
- 3 or more = 31.72%
- 4 or more = 14.18%
- 5 or more = 5.85%

○ Unit-Hour Utilization – Calendar Year 2023

- Unit-Hour Utilization illustrates how frequently a unit is utilized during a given hour of the day
- When utilization begins to approach 30% over multiple consecutive hours, relief for that crew should be considered

• Engines

Hour of Day	E-1	E-2	E-3	E-4	E-5	E-6	E-7
0:00	11.57%	10.00%	10.67%	8.20%	4.90%	3.86%	4.02%
1:00	8.93%	7.37%	11.33%	7.73%	2.16%	2.74%	1.64%
2:00	12.97%	8.19%	9.65%	7.41%	3.37%	3.40%	2.86%
3:00	9.04%	6.00%	8.93%	6.11%	1.64%	2.29%	2.61%
4:00	6.95%	7.87%	10.42%	4.99%	2.61%	2.47%	2.06%
5:00	9.04%	9.82%	9.15%	7.32%	4.67%	3.22%	4.03%
6:00	9.89%	7.52%	12.50%	7.87%	4.95%	3.66%	4.88%
7:00	13.61%	14.33%	14.52%	11.34%	5.38%	6.31%	6.06%
8:00	11.78%	18.88%	17.98%	11.96%	7.64%	9.53%	7.11%
9:00	18.18%	19.68%	19.20%	14.17%	9.07%	11.67%	10.28%
10:00	14.33%	19.75%	21.06%	14.55%	9.03%	12.66%	9.10%
11:00	17.52%	21.57%	20.88%	13.57%	8.80%	11.77%	8.51%
12:00	20.32%	21.14%	25.14%	16.80%	8.60%	9.22%	12.49%
13:00	21.20%	17.40%	22.39%	13.61%	6.49%	7.08%	7.57%
14:00	21.17%	21.10%	22.60%	16.56%	8.00%	10.93%	7.99%
15:00	20.67%	18.95%	22.04%	15.31%	10.92%	10.59%	6.64%
16:00	22.08%	18.23%	20.96%	14.06%	9.19%	10.49%	10.55%
17:00	18.53%	21.63%	21.41%	16.36%	9.96%	11.31%	10.14%
18:00	16.88%	17.30%	18.72%	14.08%	8.71%	6.98%	9.86%
19:00	17.54%	16.03%	18.75%	14.24%	6.25%	7.80%	5.11%
20:00	21.38%	16.33%	20.27%	14.72%	8.60%	10.63%	5.77%
21:00	15.36%	15.52%	16.49%	11.54%	6.86%	5.87%	11.93%
22:00	14.24%	12.02%	13.09%	9.67%	6.58%	4.68%	6.19%
23:00	9.44%	9.29%	13.57%	7.58%	4.32%	4.97%	4.61%

• Ladder Truck

Hour of Day	L-1
0:00	3.75%
1:00	1.79%
2:00	2.71%
3:00	1.60%
4:00	1.72%
5:00	3.11%
6:00	1.43%
7:00	3.26%
8:00	6.75%
9:00	11.12%
10:00	9.89%
11:00	7.41%
12:00	9.03%
13:00	7.92%
14:00	7.99%
15:00	9.84%
16:00	8.81%
17:00	6.41%
18:00	6.60%
19:00	7.68%
20:00	9.44%
21:00	4.34%
22:00	4.14%
23:00	3.14%

- EMS Ambulance
 - Medics 1-4 are beginning to venture into the higher 20% range over several hours
 - Deploying a sixth ambulance year-round would help considerably in keeping these numbers in a manageable range

Hour of Day	M-1	M-2	M-3	M-4	M-5
0:00	14.07%	12.97%	13.85%	12.33%	9.42%
1:00	9.52%	8.70%	12.99%	9.71%	4.47%
2:00	13.99%	9.77%	13.95%	8.46%	7.01%
3:00	10.90%	9.23%	12.21%	9.27%	5.57%
4:00	7.27%	10.80%	14.27%	9.05%	5.44%
5:00	11.78%	11.77%	13.64%	10.42%	9.04%
6:00	14.58%	9.50%	17.23%	11.62%	11.47%
7:00	17.65%	20.78%	20.22%	16.10%	12.91%
8:00	20.24%	25.85%	26.74%	22.22%	15.43%
9:00	23.13%	27.66%	25.94%	28.87%	20.17%
10:00	21.11%	31.47%	28.55%	22.01%	17.10%
11:00	24.04%	28.45%	29.70%	26.10%	16.01%
12:00	25.99%	28.24%	33.41%	24.25%	17.87%
13:00	27.02%	23.78%	27.84%	25.44%	17.96%
14:00	27.79%	31.99%	31.26%	27.84%	16.78%
15:00	25.67%	28.94%	26.97%	27.68%	19.65%
16:00	26.13%	27.69%	28.69%	26.72%	21.50%
17:00	25.11%	29.04%	31.35%	26.23%	19.67%
18:00	23.84%	22.74%	26.91%	22.31%	14.90%
19:00	24.22%	25.33%	24.44%	23.84%	11.64%
20:00	26.56%	21.73%	24.99%	23.25%	14.16%
21:00	19.51%	19.87%	21.63%	18.35%	18.84%
22:00	16.66%	16.61%	19.73%	13.58%	10.29%
23:00	14.47%	13.46%	18.53%	12.85%	8.11%

- Response Performance
 - Response consists of three significant components:
 - Call Processing and Dispatch - interval from when the call is picked up at Dispatch until the crew is dispatched
 - Crew Turnout - interval from when the crew is dispatched until the start of apparatus movement out of the station
 - First-Unit Travel – interval from the start of movement out of the station until arrival at the incident
 - Call Processing/Dispatch
 - Few agencies are able to meet the National Fire Prevention Association (NFPA) best practice of 1:04, typically only if they have a dedicated fire dispatch center
 - YFD is close to Citygate's best practice of 1:30, with a 90th percentile performance of 1:35
 - Crew Turnout
 - Very few departments are able to meet NFPA's best practice of 1:00
 - YFD is well within Citygate's best practice of 2:00, with a 90th percentile performance of 1:03
 - First-Unit Travel
 - YFD is a bit slower than NFPA and Citygate's best practice of 4:00 and YFD's goal is 5:00, with a 90th percentile performance of 6:34

- First-Unit Call to Arrival
 - NFPA’s best practice is 6:04
 - YFD’s goal is 7:20 with a 90th percentile performance of 8:30, a minute slower than Citygate’s suggested 7:30 for urban density communities
- Effective Response Force Call to Arrival
 - NFPA’s best practice is 10:04, while Citygate suggests 11:30
 - YFD’s goal is 15:20, with 90th percentile performance of 16:49 predominately due to location of the aerial ladder truck and Battalion Chief
 - This is not overly concerning, due to the infrequency of these types of incidents
- Travel Time Analysis Summary
 - Coverage is typically good downtown and in the western half of the City, but decreases to the east and south
 - In the past, the Insurance Services Organization recommended that fire stations be spaced 1.5 miles apart; however, the Travel Time Analysis shows that YFD’s five-minute First-Due Engine coverage is greater than the Insurance Services Organization 1.5-mile Station Spacing coverage

Map Number	Travel Time Measure	Total Public Road Miles	Miles Covered	Percent of Total Miles Covered
3	5:00-Minute First-Due Engine	649	437	67.3%
3a	5:00-Minute First-Due Engine with Auto Aid	649	458	70.5%
3b	5:00-Minute Ambulance	649	377	58.0%
3c	5:00-Minute First-Due Engine Including Future Sta. 8	649	465	71.6%
3d	6:00-Minute First-Due Engine with Auto Aid	649	516	79.4%
4	ISO 1.5-Mile Station Spacing	649	334	51.5%
5	7:00-Minute EMS ERF (1 Engine/Ladder + 1 Medic)	649	493	76.0%
5a	12:00-Minute Fire ERF (3 Engines, 1 Ladder, 1 Medic, BC)	649	362	55.8%
6	12:00-Minute Ladder Truck	649	363	55.9%
7	8:00-Minute Battalion Chief	649	209	32.1%

- Deployment Findings
 - Total annual service demand is relatively consistent over the last three years
 - High simultaneous incident activity, primarily in Districts 1, 2, and 3
 - Medics 2 and 3 approaching recommended 30% incident workload threshold
 - Engines and ladder truck not nearing workload saturation yet
 - Medic ambulance unavailable for average of four Priority 1 EMS calls per month
 - Mutual/automatic aid received far outweighs aid provided
 - Call-to-arrival response performance is approximately one minute slower than YFD benchmark and best practice to achieve positive outcomes
 - Able to facilitate achieving positive outcomes for many responses within the five-minute or six-minute travel time
 - Poor Battalion Chief travel time coverage for incident command and safety
 - Single ladder truck for 64 square-mile service area

- Facilities Assessment Findings
 - Most facilities in good to very good condition
 - Some improvements needed to meet operational needs and gender privacy for crews
 - Some building components need upgrading or replacement
 - Joint Training Facility needs improvements to meet current and future training needs
 - Insufficient headquarters office space for current and future needs
- Fleet Assessment Findings
 - Apparatus fleet adequately configured to protect against expected hazards
 - Overall fleet in fair to very good condition, depending on age
 - Single ladder truck to cover 64 square-mile service area
 - Current three reserve engines are sufficient to maintain seven engines minimum daily service capacity
 - Reserve engines average 23 years old; one is 27 years old
 - Consider additional reserve engine when Station 8 is built
 - Incident Rehabilitation Vehicle is very old and does not meet operational needs
 - Five staff vehicles and the reserve Duty Chief vehicle are all over 15 years old
 - Vehicle replacement criteria only considers age
 - Response apparatus can be expected to exceed 200,000 miles over current 15-year service life
 - 43% of frontline engines, all reserve engines, and 60% of ambulances exceed current replacement age

Discussion

- While the population in Yuma County doubles during the winter, most of the increase is outside of City limits; this may explain why service demand remains relatively steady throughout the year, despite the significant seasonal population increase (**Mayor Nicholls/Mazza**)
- A Unit-Hour Utilization of 30% over multiple consecutive hours signals that a relief unit may be warranted; this is when the Unit-Hour Utilization is likely to start impacting other responsibilities of the unit's crew, with training typically being the first to be dropped (**Mayor Nicholls/Mazza**)
- There is no way to project when the Unit-Hour Utilization threshold may be reached, but with regular monitoring YFD will be aware and can take action when it happens (**Mayor Nicholls/Mazza**)
- Moving the Battalion Chief to a more central location may be an interim solution to improve response time and expand road network coverage in the southern and eastern areas of the City (**Mayor Nicholls/Mazza**)
- While excessive use of overtime was not reported, YFD headquarters staff is at maximum capacity; if staff needs to work overtime on an ongoing basis to meet expected workload, customer expectations and City Council priorities, that is probably exceeding their capacity (**Morales/Mazza**)
- The nine additional firefighters that will be requested in the upcoming budget are for Medic 7; any staff that are needed for the fire engine and medic unit at Station 8 will need to be added in a future budget (**Morales/Simonton**)
- As important as it is to have sufficient personnel to staff the fire engines and medic units, it is equally important to provide adequate headquarters staff to support operations (**Morales/Mazza**)

- The suggested additional headquarters staff was broken down into hiring phases based on priority, but it is City Council's decision how long each of those phases may be; the longer the phases, the more likely it is that additional staff will be needed to provide the support that will keep firefighters in their stations, trained and ready to go (**Watts/Mazza**)
- Many of the headquarters staff positions provide clerical support and could be filled by civilian personnel; these positions may be able to be filled more quickly because they do not require the same training as uniformed personnel (**Watts/Mazza**)
- Simultaneous EMS incidents increased by almost 24% over the previous three years, and it is safe to assume this will continue to increase as the City's population grows; staffing a sixth ambulance will help alleviate this and ensure the 15 personnel required to respond to a serious incident will be available if needed (**Smith/Mazza**)
- Most of YFD's EMS calls are moderate to high acuity, with a surprisingly small percentage being low acuity; finding an alternative solution to respond to low acuity calls is a broader problem that will require the involvement of the entire healthcare community (**Smith/Mazza**)
- While the coverage maps are fairly accurate, they are based on assumptions including posted speed limit, road design, and that a unit is responding from a station (**Smith/Mazza**)
- Yuma's fire stations, including future Station 8, have been placed in great locations based on the key factors that are suggested by Citygate for siting stations, including rapid access to primary response routes in all directions (**Smith/Mazza**)
- UHU and total response time from receipt of a 9-1-1 call to medical emergencies and fires are metrics that warrant close attention and can help the City determine when it is time to expand YFD (**Smith/Mazza**)
- Citygate recommends the adoption and continued monitoring of response goals as a best practice to give fire departments accountability; if those goals are not being met, questions can be asked to determine the issue and what action can be taken to correct it (**Smith/Mazza**)
- The goals presented are internal YFD goals and have not been adopted by City Council (**Mayor Nicholls/Mazza**)
- The priority assigned when a call is dispatched, based on information from the caller, often changes once the paramedics or engine company arrive and assess the situation; because of this, it would not be wise to change the deployment model universally (**McClendon/Mazza**)
- Based on current laws and insurance company policies, YFD will only be reimbursed for an ambulance transport if the patient is taken to a hospital; currently Rural Metro provides the ambulance for low acuity calls, if they are available (**McClendon/Mazza**)
- The higher priority issues at this time is predominantly headquarter support staff capacity; however, the additional EMS response capacity and dealing with the travel time coverage for Battalion Chief and the single ladder truck also need to be addressed (**McClendon/Mazza**)
- Relocating the ladder truck from Station 1 to a more central location may help in the short term, but most communities of similar size have at least two ladder trucks; the ladder truck is a very specialized resource that does not need to be used for every call, but is important for significant events and has a number of specialized tools on board (**Morris/Mazza**)
- A fire engine or ladder truck and a YFD ambulance are dispatched for Priority One calls, and for Priority Two calls a fire engine is dispatched on its own; for Priority Three calls a Rural Metro ambulance is dispatched, followed by a fire engine (**Morris/Mazza/Fields**)
- Determining the number of firefighters and headquarters staff YFD needs to support the citizens of Yuma, including Stations 7 and 8, was not specifically within the scope of work for the development of the Master Plan, but can be answered by the Fire Chief (**Martinez/Mazza**)

- The 64 square-mile of service area is net and does not include the Barry M. Goldwater Range (**Mayor Nicholls/Mazza**)
- It is not apparent why YFD's simultaneous callout rate of 63%, which is expected to be 40-50% for a community of this size, is high; the age of the population and/or the number of agricultural workers may be factors (**Mayor Nicholls/Mazza**)

II. REGULAR CITY COUNCIL MEETING AGENDA OF APRIL 16, 2025

Ordinance O2025-011 – Statutory Compliance Hearing/Amendment: Ordinance O2003-12 (determine compliance with the conditions of approval for rezoning Ordinance O2003-12, and introduce an ordinance to amend O2003-12 to remove conditions and extend the time to comply with the rezoning conditions) (Plng & Nbhd Svcs/Cmtty Plng)

Discussion

- The City is processing this request on behalf of the property owner, who is now ready to move forward with the rezoning, but there is no application for them to fill out; the property owner's information will be provided to City Council (**Mayor Nicholls/Linville**)

III. EXECUTIVE SESSION

Motion (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 7-0. The meeting adjourned at 6:56 p.m.

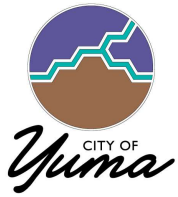
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-084

Agenda Date: 6/4/2025

Agenda #: 2.

Regular Council Meeting Draft Minutes April 16, 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
APRIL 16, 2025
5:30 p.m.

CALL TO ORDER

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

INVOCATION/PLEDGE

Pastor Tom McConkey, Liberty Baptist Church, gave the invocation. **Tad Zavodsky**, 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 Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

Community Development Week Proclamation

Mayor Nicholls read a proclamation declaring April 21 through April 25, 2025, National Community Development Week to celebrate Community Development Block Grant (CDBG) programs. CDBG programs provide local governments with essential resources to support low and moderate income individuals and also contribute to business improvements, park upgrades, homeless outreach, housing services and community facility expansions. The City of Yuma remains committed to leveraging federal resources through the CDBG program to implement innovative projects, promote equitable development and build a more prosperous future for residents.

I. MOTION CONSENT AGENDA

Motion Consent Agenda Item C.4 – Development Loan Agreement: Arizona Housing Development Corporation (Approve a Development Loan Agreement with Arizona Housing Development Corporation for the Magnolia Gardens Project funded by the U.S. Department of Housing and Urban Development’s HOME Investment Partnership and HOME-ARP Programs) (Plng & Nbhd Svcs/Cmty Plng)

Mayor Nicholls declared a conflict of interest on Motion Consent Agenda Item C.4, due to his firm’s involvement, turned the meeting over to **Deputy Mayor Smith**, and left the dais.

Motion (Morris/Morales): To approve Motion Consent Item C.4 as recommended. Voice vote: **approved** 6-0-1, **Mayor Nicholls** abstaining due to conflict of interest.

Mayor Nicholls returned to the dais.

Motion (Morales/Watts): To approve the Motion Consent Agenda as recommended, with the exception of Item C.4, which was approved through a previous vote. Voice vote: **approved** 7-0.

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

Regular Council Meeting Minutes
Regular Council Worksession Minutes

February 5, 2025
March 18, 2025

B. Executive Session

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

C. Approval of Staff Recommendations

1. Award a construction services contract for Arizona Avenue Waterline Replacement from 17th Street to 24th Street to the lowest responsive and responsible bidder in the amount of \$1,760,000.00 to DPE Construction, Yuma, Arizona. (RFB-25-252) (Eng/Purch)
2. Authorize an increase to the contract value for Advanced Traffic Management System (ATMS) Software with Econolite, Anaheim, California, in the amount of \$49,560.00 bringing the total to \$382,808.00, and an annual expenditure of \$35,820.00 for years two through five for software licensing. (SS-25-117) (Eng/Purch)
3. Approve the final plat for La Vida Townhomes Subdivision. The property is located at the northwest corner of 34th Street and DeVane Drive. (Plng & Nbhd Svcs/Cmty Plng)
4. Pulled for separate consideration; see above.

II. RESOLUTION CONSENT AGENDA

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

Bushong displayed the following title(s):

Resolution R2025-027

A resolution of the City Council of the City of Yuma, Arizona, authorizing the City of Yuma to enter into a Public Safety Training Facility Agreement with Rural Metro (to permit Rural Metro's personnel to use the City of Yuma Public Safety Training Facility for training and other activities) (YFD)

Resolution R2025-028

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 Desert Sky Unit No. 3 Subdivision (three-year deferral agreement will help stimulate economic activity and retain construction jobs) (Eng)

Resolution R2025-029

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. 5 Subdivision (three-year deferral agreement will help stimulate economic activity and retain construction jobs) (Eng)

Resolution R2025-030

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with Crossroads Mission, for Assessor Parcel numbers 665-12-107 and 665-12-108 located at the northeast corner of Walnut Avenue and 11th Street (intent to develop a new Crossroads Mission Men's Shelter) (Plng Nbhd Svcs/Cmty Plng)

Resolution R2025-031

A resolution of the City Council of the City of Yuma, Arizona, declaring its intention to create Municipal Improvement District No. 128, serving Desert Sands Units 4-6, 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 Sands Units 4-6 (intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for residents) (Plng Nbhd Svcs/Cmty Plng)

Resolution R2025-032

A resolution of the City Council of the City of Yuma, Arizona, declaring its intention to create Municipal Improvement District No. 131, serving Villa Serena Unit No. 2, 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 Villa Serena Unit No. 2 (intended to provide long-term maintenance for subdivision landscaping resulting in an appealing environment for residents) (Plng Nbhd Svcs/Cmty Plng)

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 O2025-006

An ordinance of the City Council of the City of Yuma, Arizona, vacating the right-of-way hereafter described, declaring Meinhardt/B-8 stormwater retention basin and the vacated right-of-way surplus with the reservation of certain easements, and authorizing the exchange of the surplus right-of-way and retention basin subject to a reverter clause upon the recording of a special warranty deed (transferring the Bonanza Basin to Alexander Ford) (Atty)

Ordinance O2025-009

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 High Density Residential (R-3) District to the General Commercial (B-2) District, and amending the zoning map to conform with the rezoning (approximately 4.18 acres located west of the 7th Street and 21st Avenue intersection) (Plng Nbhd Svcs/Cmtly Plng)

Ordinance O2025-010

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 High Density Residential (R-3) District to the General Commercial (B-2) District, and amending the zoning map to conform with the rezoning (approximately 2.5 acres located at 764 S. 21st Avenue) (Plng Nbhd Svcs/Cmtly Plng)

Ordinance O2025-011

An ordinance of the City Council of the City of Yuma, Arizona, amending Ordinance O2003-12 to remove condition 4, revise conditions 2 & 6 and to extend the time for compliance with conditions for the rezoning of certain property from the Agriculture (AG) District to the Limited Commercial (B-1) District and amending the zoning map to conform thereto (validating the zoning for commercial development that will be responsibly constructed, meeting all codes and requirements) (Plng Nbhd Svcs/Cmtly Plng)

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

IV. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULINGAppointments

Motion (Morales/Watts): To appoint Emilia Cortez to the Yuma County Free Library District Board of Trustees, with a term expiring June 30, 2028. Voice vote: **approved** 7-0.

Announcements

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

- Neighborhood Leadership Academy
- Mayor Nicholls State of the City
- Water Safety Day Planning Meeting
- Employee Wellness Fair
- Yuma Water Safety Alliance Launch Party
- Jennifer Blackwell Radio Show
- Yuma Metropolitan Planning Organization Monthly Meeting
- Budget Meeting
- Meeting with Allo Fiber to Develop a Volunteer Clean Up Event
- Yuma Marketing Committee Meeting
- Residential Advisory Board Meeting
- Global Meetings Industry Day
- Marine Corp. Air Station Yuma - Weapons and Tactics Instructor (WTI) Training
- National Crime Victims' Rights Picnic
- Chamber of Commerce Board Meeting
- Legacy Leadership Program

- Yuma County Fair Board Auction Invocation
- Opening of the Northern Arizona University Mechanical Engineer Program
- Yuma Crossing National Heritage Area Board Meeting
- Walk for Autism Event

Scheduling

No meetings were scheduled at this time

V. SUMMARY OF CURRENT EVENTS

Simonton reported the following events:

- April 19 – Children’s Festival of the Arts

Simonton invited the public to attend the Special Worksession being held on April 23, 2025, to go over the proposed budget for Fiscal Year 2026.

VI. CALL TO THE PUBLIC

Quincy Smith, City resident, spoke regarding the Yuma real estate market statistics and specifically about a proposed property rezoning off Avenue 9E. Smith stated that although there is belief that there is a lack of housing in Yuma, he feels this depends on certain factors, including pricing.

Roxanne Barley, non-resident, spoke about raising awareness about the Missing and Murdered Indigenous Women movement and urged Councilmembers to attend rallies and acknowledge the issue.

VII. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 6:03 p.m. No Executive Session was held.

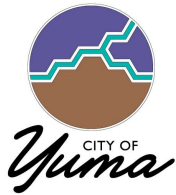
Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

City Clerk: _____



City of Yuma

City Council Report

File #: MC 2025-079

Agenda Date: 6/4/2025

Agenda #: 1.

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

TITLE:

Bid Award: Avenue 3E and 32nd Street Median Landscape

SUMMARY RECOMMENDATION:

Award a construction services contract for the Avenue 3E and 32nd Street Median Landscape to the lowest responsive and responsible bidder in the amount of \$1,432,599.40 to Gutierrez Canales Engineering, Yuma, Arizona. (Engineering RFB-25-299) (Dave Wostenberg/Robin R. Wilson)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Active and Appealing by enhancing the transportation corridors into sustainable and visually appealing green spaces that enhance community identity and support environmental stewardship. Replacing outdated irrigation systems, introducing water-efficient vegetation and ground cover, and restoring damaged hardscape elements will improve the aesthetic experience of the area and contribute to long-term beautification.

REPORT:

Avenue 3E and 32nd Street are critical arterial routes that serve as major entry points for visitors arriving via Yuma International Airport and Marine Corps Air Station. These corridors often form the first visual impression of the City for dignitaries, business leaders, and potential investors.

Currently, the medians along these corridors feature aging vegetation, outdated irrigation systems, and areas of damaged concrete infrastructure. By investing in the beautification and functionality of Avenue 3E and 32nd Street, the City of Yuma strengthens its image as a forward-thinking, welcoming, and investment-ready community.

Bids were received from the following two general contractors:

DPE Construction, Inc. \$1,474,000.00

Gutierrez Canales Engineering \$1,432.599.40

The project is scheduled to begin July 7, 2025, and be completed within 130 days. A map of the project area is attached.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$1,432,599.40	BUDGETED:	\$1,800,000.00
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\$1,432,599.40			
CIP City Road Tax 0021-ROAD5			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is programmed in the FY 2026-30 CIP and the City Council FY 2026 Adopted Tentative Budget. City Council's final adoption of the FY 2026-30 CIP and FY 2025 Final Budget is on June 18.

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?

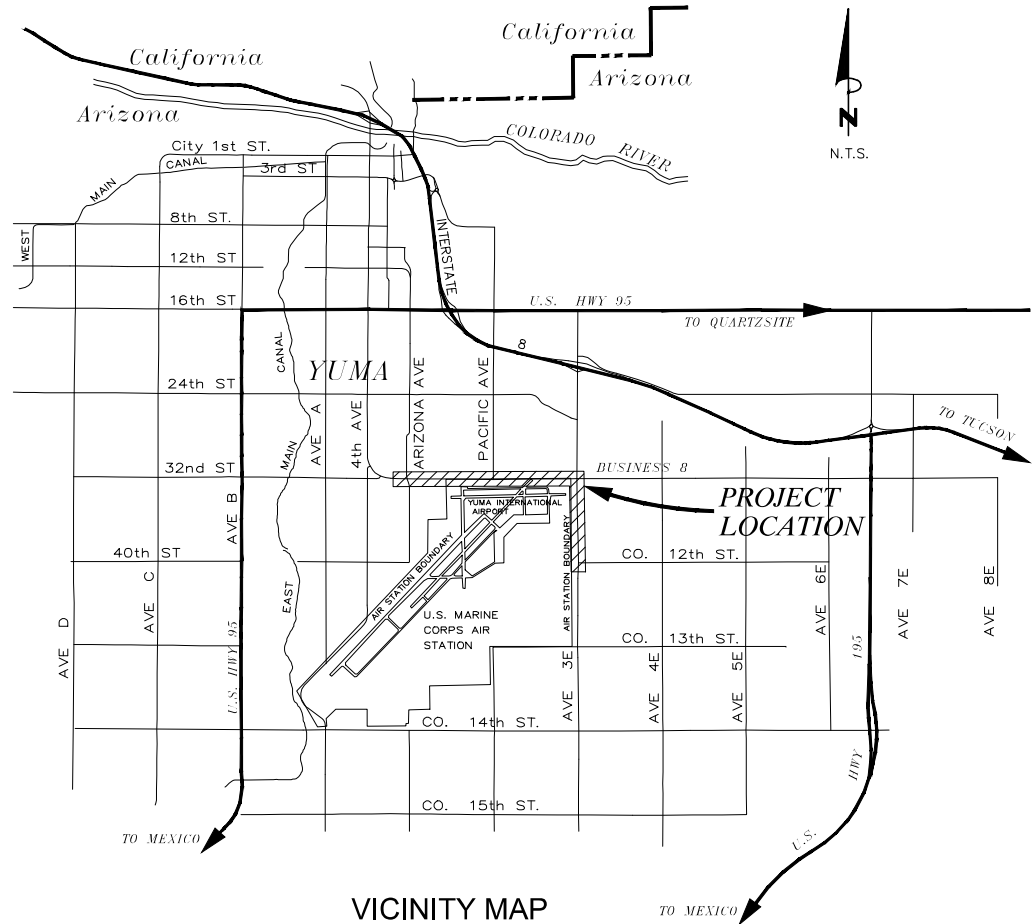
- ☒ Department
☐ City Clerk's Office
☐ Document to be recorded
☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

AVENUE 3E AND 32ND STREET MEDIAN LANDSCAPE

C.I.P. NO. 0021-ROAD5

CITY OF YUMA, ARIZONA
JUNE 2024



VICINITY MAP

PROJECT TEAM:

OWNER

CITY OF YUMA

MAYOR: DOUGLAS J. NICHOLLS

CITY COUNCIL: CHRIS MORRIS

LESLIE MCCLENDON

ART MORALES

MICHAEL SHELTON

EMA LEA SHOOP

CAROL SMITH

ACTING CITY ADMINISTRATOR: JOHN D. SIMONTON

ATTN: GIBRAN BECERRA

EMAIL: GIBRAN.BECERRA@YUMAAZ.GOV

PHONE: 928-373-4505

LANDSCAPE ARCHITECT

AYRES ASSOCIATES

3665 JFK PARKWAY, BUILDING 2, SUITE 100

FORT COLLINS, CO 80526

ATTN: CRAIG STOFFEL

EMAIL: STOFFELC@AYRESASSOCIATES.COM

PHONE: 970.732.2245

IRRIGATION DESIGNER

HINES, INC

323 WEST DRAKE ROAD, SUITE 204

FORT COLLINS, CO 80526

ATTN: MIKE TEMPLE

EMAIL: MTEMPLE@HINESINC.COM

PHONE: 970.238.7879

BID NO. RFB 24-265

SHEET INDEX

SHEET NO.	SHEET TITLE
G-000	TITLE SHEET
L-100	OVERALL DEMOLITION PLAN
L-101	DEMOLITION PLAN ENLARGEMENT: AVENUE 3E - 1
L-102	DEMOLITION PLAN ENLARGEMENT: AVENUE 3E - 2
L-103	DEMOLITION PLAN ENLARGEMENT: AVENUE 3E - 3
L-104	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 1
L-105	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 2
L-106	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 3
L-107	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 4
L-108	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 5
L-109	DEMOLITION PLAN ENLARGEMENT: 32ND STREET - 6
L-200	GENERAL LANDSCAPE NOTES & SCHEDULE
L-201	OVERALL LANDSCAPE PLAN
L-202	LANDSCAPE PLAN ENLARGEMENT: AVENUE 3E - 1
L-203	LANDSCAPE PLAN ENLARGEMENT: AVENUE 3E - 2
L-204	LANDSCAPE PLAN ENLARGEMENT: AVENUE 3E - 3
L-205	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 1
L-206	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 2
L-207	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 3
L-208	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 4
L-209	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 5
L-210	LANDSCAPE PLAN ENLARGEMENT: 32ND STREET - 6
L-300	PLANTING DETAILS
L-301	SITE DETAILS
IR-100	IRRIGATION NOTES AND LEGEND
IR-101	IRRIGATION PLAN
IR-102	IRRIGATION PLAN
IR-103	IRRIGATION PLAN
IR-104	IRRIGATION PLAN
IR-105	IRRIGATION PLAN
IR-106	IRRIGATION PLAN
IR-107	IRRIGATION PLAN
IR-108	IRRIGATION PLAN
IR-109	IRRIGATION PLAN
IR-110	IRRIGATION DETAILS



AVENUE 3E & 32ND STREET MEDIAN LANDSCAPE

CITY OF YUMA

155 W 14TH STREET, YUMA, AZ 85364

Designed By: ME/CS

Checked By: CS

REVISIONS

MARK	DATE	DESCRIPTION

Project Number: 51-0697.00

Set 100% CONSTRUCTION

Type: DOCUMENTS

Issue Date: 06.10.2024

TITLE SHEET

G-000



City of Yuma

City Council Report

File #: MC 2025-080

Agenda Date: 6/4/2025

Agenda #: 2.

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

TITLE:

Contract Increase: Hotel Del Sol Multi-Modal Transportation Center

SUMMARY RECOMMENDATION:

Authorize a change order in the amount of \$431,889.43 to CORE Construction, Inc. of Phoenix, Arizona for preconstruction and post design services of the Hotel Del Sol Multi-Modal Transportation Center. (Engineering RFQ 2020-20000136) (David Wostenberg/ Robin R. Wilson)

STRATEGIC OUTCOME:

Awarding this change order meets the desired strategic outcomes of Respected and Responsible, and Unique and Creative. This change order will allow the design team to go to construction documents encompassing the major historic elements from the original Hotel Del Sol that will be preserved, meeting the Unique and Creative strategic goal. This project meets the strategic outcome of Respected and Responsible by preserving a major historical exterior element of Historic Downtown Yuma and utilizing it to provide a much-needed centralized transportation hub for the community.

REPORT:

On September 16, 2020, City Council authorized the City Administrator to execute a contract for design-build (DB) services for the Hotel Del Sol Multi-Modal Transportation Center to CORE Construction, Inc. The original goal of the project was to restore the building and incorporate the Multi-Modal Transportation Center into the 1st floor.

On December 21, 2022, City Council authorized a change order of \$633,306.00 for the change in scope of work to redesign and to rebuild the interior structure to current, modern standards while preserving the historic Spanish Colonial archways and architecture on the exterior. The footprint and street view will be nearly identical. The building will retain the historical integrity on the north and east sides of the façade preservation.

On January 3, 2024, City Council authorized a change order of \$214,030.00 for preconstruction services as CORE Construction has been working with the Arizona State Historic Preservation Office (SHPO) and Federal Transit Administration, coordinating with site visits, weekly meetings, research and contributing to the documentation required for governmental agency reviews and approval, as well as making changes to the design documents to incorporate the comments received from the SHPO.

Staff is requesting approval for an additional \$431,889.43 to utilize the remaining Yuma County Intergovernmental Public Transportation Authority pass-through grant funds. These are the Federal Transit

Agency funds which have been utilized for the design of the Multimodal Transit Center. These funds will be used for the additional work associated with moving the transit center to the north side of the Hotel Del Sol and moving the project forward towards final construction documents and drawings. With this added service, the Design-Builder will continue to support the coordination with the P3 Partner while completing the design phase of this project. Any of the funds not utilized for the design phase of the project will be used towards post design services on this project.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 75,224.48	BUDGETED:	\$ 18,608,475.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 356,664.95	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL \$431,889.43			
City Road Tax Fund \$75,224.48 Federal (Grant Name) Fund \$356,664.95			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

Sufficient budget capacity is programmed in FY 2026-30 CIP and City Council FY 2026 Adopted Tentative Budget to award this change order. Final City Council adoption of the FY 2026-30 CIP and FY 2026 Final Budget is on June 18, 2025.

ADDITIONAL INFORMATION:

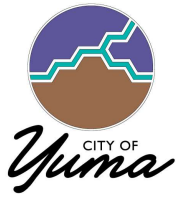
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025



City of Yuma

City Council Report

File #: MC 2025-081

Agenda Date: 6/4/2025

Agenda #: 3.

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

TITLE:

Memorandum of Understanding: Flock Safety

SUMMARY RECOMMENDATION:

Approve a memorandum of understanding between Flock Safety Group Inc. and the City of Yuma to allow the Yuma Police Department access to their Automated License Plate Reader system and database. (Police/Administration) (Thomas Garrity)

STRATEGIC OUTCOME:

This memorandum of understanding is in accordance with the City Council's Safe and Prosperous Strategic Outcome. The approved agreement will allow the City of Yuma to access the database owned and maintained by Flock Safety when the Yuma Police Department investigates crimes.

REPORT:

Flock Safety Group is one of many companies that produce Automated License Plate Readers (ALPRs) as well as maintain a database on the information captured by the ALPRs.

These systems are sold to both law enforcement as well as civilian consumers. There are both law enforcement and civilian consumers of Flock Safety Groups products and services within Yuma County.

This memorandum of understanding allows the Yuma Police Department access to the database owned and maintained by Flock Safety Group. Access to this data would be beneficial when investigating crimes that occurred within the city limits of Yuma.

This memorandum of understanding would allow the creation of user accounts for members of the Yuma Police Department. After training, these employees would use their access for criminal investigations only in accordance with YPD policy and the rules established in the memorandum.

FISCAL REQUIREMENTS:

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

TOTAL\$ 0.00

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

1.Flock Safety Memorandum of Understanding

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025



MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of Yuma, on behalf of the Yuma Police Department, with a place of business at 1500 S 1st Ave, Yuma, Arizona 85364 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS® (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

1. Definitions.

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS® Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS® Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS® Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS® Community Tier does not include national access to Flock’s law enforcement network of devices.

2. Purpose. Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”).

3. Term. This MOU will commence upon execution by both Parties, and approval by Customer’s legislative body, and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

4. Trial Period. For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS® Essentials Tier. After the Trial Period, Customer will be



automatically downgraded to FlockOS® Community Tier unless the Parties mutually execute a paid subscription agreement.

5. Access Rights to Flock Services. Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

6. Restrictions on Use. Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

7. Service Interruption. Flock Services may be interrupted in the event that: (a) Flock's provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

8. Service Suspension. Flock may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer's account.

9. Ownership. Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as

flock safety

provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

10. Warranty. Flock Services are provided “As Is”. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

11. Financial Implications to Customer. No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

12. Termination for Convenience. Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

13. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

14. Limitation of Liability.

14.1. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

14.2. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality.

15.1. Obligations. During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient, or that is deemed public record by Title 39 of the Arizona Revised Statutes. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

15.2. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Title 39 of the Arizona Revised Statutes shall not be considered a breach of this MOU, provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. The Party receiving notice of a such a request or demand has the obligation to promptly seek a protective order. Both parties acknowledge Title 39 of the Arizona Revised Statutes prohibits delay of the release of public records.

16. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and

flock safety

Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

17. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

18. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and ten (10) days following mailing, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed below.

City of Yuma Attn: Lieutenant Robert Wright 1500 South 1 st Avenue Yuma, Arizona 85364 robert.wright@yumaAz.gov	Flock Group Inc. Attn: Legal Department 1170 Howell Mill Rd NW, #210 Atlanta, Georgia 30318 legal@flocksafety.com
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Unless otherwise agreed to, all information-sharing between the Parties described in this Agreement will flow between these points of contact. The Parties agree to notify the Parties of any changes to their points of contact within five (5) days of the change.

19. Jurisdiction and Venue. This MOU shall be governed by the laws of the State of Arizona, and proper venue is a court of competent jurisdiction in Yuma County, Arizona, excluding its conflict of laws rules.

20. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

21. Sudan and IRAN Business Operations: By entering into this Agreement each Party certifies to the other that it does not have scrutinized business operations in Sudan or Iran as those terms are defined in A.R.S. § 35-391 et seq. and § 35-393 et seq.

22. No Boycott of Israel; Forced Labor of Ethnic Uyghurs: To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Agreement, a “boycott” of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393. To the extent applicable under Ariz. Rev. Stat. § 35-394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, 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.

23. Employment Eligibility: Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties

flock safety

up to and including termination of this Agreement. The Parties retain the legal right to inspect the citizenship documents of any Party employee or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.

24. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

CITY OF YUMA

By: _____

By: _____

Name: _____

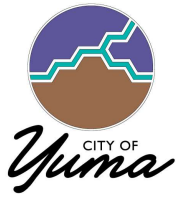
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Yuma

City Council Report

File #: R2025-051

Agenda Date: 6/4/2025

Agenda #: 1.

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

TITLE:

Memorandum of Understanding: Yuma Regional Mental Health Court

SUMMARY RECOMMENDATION:

Authorize the Yuma Police Department to participate in the Yuma Regional Mental Health Court through the attached Memorandum of Understanding (MOU). (Police/ Administration) (Thomas Garritty)

STRATEGIC OUTCOME:

This MOU directly supports the City Council's Safe and Prosperous Strategic Outcome. The agreement enables the City of Yuma to collaborate with judicial, law enforcement, behavioral health and peer support agencies to divert justice involved individuals with serious mental illness into supervised treatment programs, reducing incarceration rates and improving long-term community safety.

REPORT:

The Yuma Regional Mental Health Court is a problem-solving court program that offers justice-involved individuals with serious mental illness an alternative to traditional prosecution and incarceration. Participants are closely supervised by a multidisciplinary team and receive access to treatment, rehabilitation and community resources.

The MOU outlines the roles and responsibilities of participating agencies, including the Yuma Police Department, which will assign trained officers to coordinate with the Mental Health Court Team and serve as a liaison between law enforcement and the Court. By authorizing the MOU, the City of Yuma commits to supporting the court's objectives of public safety, reduced recidivism, and improved mental health outcomes through integrated, evidence-based approaches.

The agreement involves no fiscal payment and includes clear provisions for confidentiality, legal compliance and mutual indemnification among participating entities. The City of Yuma's involvement also enhances the department's capacity to identify, refer and assist individuals experiencing behavioral health crisis in the criminal justice system.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE PARTICIPATION OF THE YUMA POLICE DEPARTMENT IN THE YUMA REGIONAL MENTAL HEALTH COURT THROUGH A MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Yuma is authorized by A.R.S. § 11-952 and Article III, Section 13 of the Yuma City Charter to enter into agreements for the joint exercise of any power common to the Parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the City Council recognizes the importance of addressing the unique challenges faced by individuals with serious mental illness (SMI) who become involved in the criminal justice system; and,

WHEREAS, the Yuma Regional Mental Health Court (MHC) is a problem-solving court designed to promote public safety, reduce recidivism, and improve the outcomes of justice system-involved individuals with SMI or co-occurring disorders through intensive supervision, evidence-based treatment, and judicial oversight; and,

WHEREAS, the Yuma Police Department is a named partner in the Yuma Regional MHC Memorandum of Understanding, which outlines the roles, responsibilities, and collaborative efforts of multiple agencies including the Yuma County Superior Court, Regional Behavioral Health Authority, treatment providers, legal representatives, probation, detention, peer support organizations, and law enforcement; and,

WHEREAS, the City of Yuma acknowledges the importance of city-level support and interdepartmental collaboration in ensuring the sustainability and effectiveness of the MHC, which ultimately benefits the community by reducing incarceration rates and facilitating treatment-based solutions;

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

SECTION 1: The City of Yuma authorizes the Police Chief, with the approval of the City Administrator, to enter into a Yuma Regional Mental Health Court Memorandum of Understanding (MOU), effective from April 21, 2025, through April 21, 2026, and authorizes participation in the Mental Health Court by the Yuma Police Department and other appropriate City departments through the MOU.

SECTION 2: The City Administrator, Chief of Police, and other designated City officials are hereby authorized to implement and carry out the provisions of the MOU, participate in the Mental Health Court Advisory Committee as outlined, and coordinate with partners

in support of the program.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Memorandum of Understanding

YUMA REGIONAL MENTAL HEALTH COURT

This agreement is entered into among **Yuma Regional Mental Health Court, sometimes referred to as a problem-solving court**, and the Regional Behavioral Health Agency Representative, Treatment or Service Providers, Prosecuting Attorney, Defense Attorneys, Yuma Adult Probation Department, Peer Support Agencies, Yuma County Sheriff's Office and Adult Detention Facility, and the Yuma Police Department (collectively referred to as the Mental Health Court Advisory Committee) to document the roles and responsibilities of each agency in the ongoing planning and daily operations of the mental health court (MHC) program.

A. Program Description

The Yuma Regional MHC offers eligible participants the chance to enter an alternative treatment and sentencing program for justice involved mentally ill individuals with a serious mental illness (also referred to as "SMI") who are subject to criminal charges and/or have challenges managing their mental illness with traditional probation and treatment. The Mental Health Court Team—hereafter referred to as MHC Team—is a partnership of people interested in supervising and assisting the justice involved mentally ill willing to make changes in their life using best practice and evidenced-based approaches. To participate in the Yuma Regional Mental Health Court, the defendant must be found guilty and placed on probation or be eligible for the deferred prosecution program and agree to participate in the MHC program.

B. Mission Statement and Program Goals

Yuma Regional MHC is a program that provides court supervision and services to the justice involved mentally ill. The Court holds the participants accountable and assists them in achieving long term stability.

The mission of the Yuma Regional MHC is to promote public safety, reduce criminal activity associated with the justice involved mentally ill, and enable the participants to be productive and law-abiding members of our community.

MHC functions best with a judicial officer who has a dedicated assignment to the program for at least two years. As in other problem-solving courts, the judge plays a much larger role than a judge in a conventional criminal court. This expanded role may encompass program implementation, performance monitoring, outcomes reporting, and ongoing involvement in supervision of the participants, including case planning and intervention. The judge presides over regularly scheduled hearings, personally interacts with program participants during court, provides incentives, and explains consequences. The judge hears and considers input from other MHC Team members, the participant, the participant's family members, and the victim, if any. The judge relies on input from trained treatment professionals prior to imposing treatment-related conditions on MHC participants.

The goals for Mental Health Court are to:

1. Promote public safety.
2. Reduce criminal recidivism by providing assessment, education, treatment and provide assistance for SMI applications for the justice-involved mentally ill, including co-occurring disorders.
3. Monitor treatment compliance through frequent court contact and supervision.
4. Enroll and retain participants in appropriate treatment resources.
5. Require strict accountability from program participants and impose immediate sanctions for program violations and rewards for positive choices.
6. Allocate limited resources to provide an effective alternative to traditional prosecution.
7. Reduce incarceration costs by expediting, connecting and re-routing eligible program participants to local community resources in lieu of incarceration.

C. Guiding Principles

The MHC Team agrees to adhere to the following guiding principles:

1. Be respectful of the ideas and opinions of all team members.
2. Be responsive to assigned responsibilities.
3. Promote open communication.
4. Work for the common good of the community and the program participants.
5. Adopt a shared vision and mission, goals and objectives.
6. Be willing to adapt to a non-traditional setting that is collaborative and problem-solving rather than adversarial or punitive.

D. Responsibilities of Team Members

MHC Team members agree to participate by assuming the responsibilities and providing the services identified for each Team member.

Superior Court Presiding Judge

1. Designate a judge to preside over the MHC program and docket.

2. By administrative order, establish an Advisory Committee to review program policies, procedures, and proposed program changes, and to provide guidance to the established mental health treatment court. This ad hoc committee shall consist of the following members:
 - a. Yuma County Superior Court Presiding Judge
 - b. Yuma County Regional Mental Health Court Judge
 - c. Yuma County Chief Adult Probation Officer
 - d. Yuma County Limited Jurisdiction Court Representative
 - e. Yuma County Attorney
 - f. Yuma County Public Defender
 - g. Yuma County Legal Defender
 - h. Yuma County Sheriff's Office Representative, to include a Representative from the Yuma County Detention Center
 - i. Yuma Police Department Representative
 - j. Horizon Health and Wellness Representative
 - k. Community Bridges, Inc. Representative
 - l. Community Health Associates Representative
 - m. Community Partners Integrated Healthcare (CPIH) Representative
 - n. Regional Center for Behavioral Health Representative
 - o. Community Medical Services Representative
 - p. Representatives from Peer Support Agencies to include: The Crossroads Mission, Achieve Human Services, Transitional Living Center Recovery (TLCR), HOPE, Inc. and Telecare
 - q. Regional Behavioral Health Authority Representative
3. Establish procedures to be used to determine whether defendants have sufficient understanding to participate in the program.
4. Establish points of participant eligibility for MHC at post-arraignment or later.
5. Designate primary court personnel responsible for answering questions, serving as liaison to agency personnel, and participating in treatment team meetings and status review hearings.
6. Indicate processes by which court personnel will identify prospective program participants, initially screen for legal and clinical eligibility, and refer prospective program participants to a community mental health service program for further assessment.
7. Identify the clinical eligibility criteria for the designated target population.
8. Designate a MHC Coordinator.
9. List the procedures court personnel use to relay information regarding prospective participants to the treatment agency to enable them to conduct the psychiatric assessment to determine clinical eligibility.

10. Approve recommended methods, forms, and timetables for exchanging information between court staff and agency personnel regarding court-related progress and compliance of program participants, including filing of new criminal charges or technical probation violations and reporting results of drug and alcohol tests.
11. Compile and submit any mandated financial or program progress reports to the appropriate agencies.
12. Comply with all MHC policies and procedures that have been previously agreed upon by all parties.

Mental Health Court Judge

1. Chair meetings, preside over status review hearings, participate in the development of policies and procedures.
2. Assist in the development of legal and clinical eligibility criteria.
3. Use incentives, sanctions, and disciplines as deemed necessary for participant success.
4. Participate in training on how to screen for eligible participants.
5. Participate on the Advisory Committee.
6. Comply with all MHC policies and procedures that have been previously agreed upon by all parties.

Mental Health Court Coordinator

1. Coordinate and manage the day to day operations of MHC.
2. Calendar MHC cases as a group for review hearings and ceremonies.
3. Coordinate communications and serve as a liaison among MHC Team members, including the court.
4. Promote efficiency of court operations and support the program's sustainability.
5. Coordinate and participate in MHC Team meetings and status review hearings.
6. Develop processes by which court personnel identify prospective program participants.
7. Coordinate activities with assigned probation staff without duplicating supervision activities.

8. Evaluate referrals based on established legal and clinical eligibility criteria and refer prospective program participants to the MHC Judge for final decision.
9. Determine and submit recommendations to the Advisory Committee regarding preferred methods, forms, and timetables for exchanging information among court staff and agency personnel regarding court related progress and compliance of program participants, new criminal charges or technical violations, and reporting results of drug and alcohol tests.
10. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Prosecuting Attorneys

1. Represent the interests of the State and victims while collaborating with other MHC Team members to resolve problems and facilitate successful outcomes.
2. Assist in the development of legal and clinical eligibility criteria.
3. County Attorney, or an assigned designee, will participate on the Advisory Committee.
4. County Attorney/City Prosecutor will assign an attorney to attend and participate in MHC Team meetings and all scheduled court proceedings.
5. Interact with defense counsel in a non-adversarial manner to address pleas and the application of sanctions and incentives.
6. Decline applicants for referral to the diversion program during the initial screening, as deemed appropriate.
7. Determine when and if it is appropriate to file a motion to dismiss criminal charges against a participant in pre-adjudication cases.
8. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Defense Attorneys

1. Provide legal representation of MHC program participants during review hearings.
2. Defense attorneys who are members of the MHC Team:
 - a. Ensure participants make informed decisions about the program.

- b. Explain program requirements and benefits of the program, including legal ramifications of participation and possible consequences of noncompliance with court and treatment requirements.
 - c. Ensure each participant understands legal documents—i.e. waivers and consent forms—which they may be required to sign.
 - d. Assure that participant procedural and due process rights are protected.
3. Legal Defender and Public Defender, or their assigned designee(s) will participate on the Advisory Committee.
4. Legal Defender and Public Defender will each assign an attorney to attend and participate in MHC Team meetings and all scheduled court proceedings.
5. Interact with the prosecuting attorney in a non-adversarial manner to address pleas and the application of sanctions and incentives.
6. Participate in training on how to screen for eligible participants.
7. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Yuma County Sheriff's Office - Detention Center

1. Sheriff, or an assigned designee from the detention facility, will participate on the Advisory Committee.
2. Designate a qualified employee to provide information about in custody MHC participants and participants being screened for the MHC program.
3. Refer all in-custody mentally ill individuals who are prospective participants based upon established eligibility criteria.
4. Provide treatment, such as prescribed medications, to in-custody participants who are court-ordered to continue medication to stabilize their mental illness while they are incarcerated.
5. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Regional Behavioral Health Authority (RBHA)

1. A designated representative will participate on the Advisory Committee.
2. Confirms, if appropriate, whether participants have an SMI or General Mental Health (GMH) designation.

3. RBHA representatives may meet informally with other members of the MHC Team to build their support for, and familiarity with, the participant.
4. Assure that participants are linked to behavioral health treatment and other recommended support services, address gaps in services, respond to MHC needs grievances.
5. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Treatment and Service Providers

1. Provide an array of appropriate behavioral health, substance abuse, or general health treatment and services to Medicaid eligible or limited block grant funding eligible participants based on the identified needs—i.e. primarily outpatient treatment and support services; however, some disorders or co-occurring disorders may require inpatient or residential care.
2. Perform assessments, deliver treatment, and prescribe medication to MHC participants.
3. Arrange or coordinate with the substance abuse coordinating agency for substance use disorder treatment services for persons with co-occurring mental health and substance use disorders.
4. Provide a description of services including admissions and discharge criteria available to MHC program participants and notify the court via the MHC coordinator, in writing of any changes in program services offered.
5. Participate in MHC Team meetings and in staffing of cases.
6. Participate in MHC staffings and provide weekly updated compliance and/or non-compliance with treatment to the MHC Team for participants with signed release of information including any clinical recommendations.
7. Input treatment data into the Drug Court Case Management system for MHC clients with signed releases of information, which shall include treatment related monitoring notes, to include compliance and noncompliance to treatment appointments.
8. Assist in the development of legal and clinical eligibility criteria.
9. Participate on the Advisory Committee as assigned.

10. Identify primary agency personnel responsible for answering questions, serving as liaison to court personnel, and participating in Court Team meetings and status review hearings.
11. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Adult Probation

1. Chief Probation Officer, or an assigned designee, will participate on the Advisory Committee.
2. Identify and recommend referrals.
3. Participate in training on how to screen for eligible participants.
4. Designate probation officer(s) to handle all presentence and supervision duties for the MHC specialized caseload and to serve on the MHC Team and attend all MHC Team meetings and status review hearings.
5. Participate in MHC staffings and provide weekly updated compliance and/or non-compliance with conditions of probation to the MHC Team members, including information about accomplishments, violations of conditions of probation and recommendations for incentive and sanctions.
6. Input data into the Drug Court Case Management system for MHC clients with signed releases of information, which shall include all probation related monitoring notes.
7. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Peer Mentor Agencies

1. Provide peer support to participants and assists participants in navigating public behavioral health and medical services systems.
2. Participate in MHC staffings and provide weekly updated compliance and/or non-compliance with treatment to the MHC Team.
3. Input treatment data into the Drug Court Case Management system for MHC clients with signed releases of information, which shall include all treatment related monitoring notes.
4. Provide support to participants during hearings, meetings, and treatment as requested by the participants and the MHC Team.

5. Promote wellness by sharing appropriate personal experiences with participants and other staff members.
6. May provide a participant with transportation to court hearings and appointments for treatment.
7. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Local Law Enforcement Agencies

1. Assign a representative from a law enforcement agency to participate as the liaison between the law enforcement agency and the MHC Team.
2. Designate an officer(s) who will complete specialized training on identifying justice involved individuals with mental illness.
3. Participate in training on how to screen for eligible MHC participants.
4. Identify and screen in-custody justice involved individuals for referral to the MHC based upon eligibility criteria.
5. Notify the MHC Coordinator of any participants who have contact with law enforcement.
6. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

Court Program Manager

1. Provide administrative/operational oversight to the MHC Program.
2. Compile, analyze and evaluate statistical data related to court program efficiency and effectiveness.
3. Attend all scheduled planning meetings and assist/guide the team in meeting program goals and objectives and program performance outcomes that are measurable and quantifiable.
4. Participate in MHC Team meetings and status review hearings.
5. Be familiar with Yuma County's MHC policy and procedures and the program process.
6. Ensure that evaluation procedures safeguard the confidentiality of participants.

7. Monitor statistics and other relevant data to help ensure that the program does not favor or inappropriately target any participants based on race, ethnicity, gender, sexual orientation, sexual identity, physical or mental disability, religious, or socioeconomic status.
8. Comply with all written MHC policies and procedures that have been previously agreed upon by all parties.

E. Methods for Exchanging and Maintaining Confidential Information

The court and team members must maintain the privacy of treatment information as required by law and as provided in Rule 123 of the Rules of the Supreme Court. The exchange of treatment information among team members must be limited to information that is necessary for the MHC Team to make decisions concerning participants' case plans. Written information must only be exchanged by methods that maintain confidentiality. The MHC Team's discussion of confidential information must occur in closed meetings. The MHC Team should avoid discussion of treatment information in open court.

The prosecutor must refrain from using in the underlying case, or in any subsequent case any clinical information concerning a participant's program-related treatment that the prosecutor acquired as a member of the MHC Team, without a court order or other authorized process established by law.

F. HIPAA

Every MHC must use a Release of Information form, developed in consultation with legal counsel, which adheres to federal and state laws. The court is not a covered entity under HIPAA. In order to comply with HIPAA and to permit disclosure of protected behavioral health information to other MHC Team members, as a condition of acceptance into the Mental Health Court, and absent a court order, participants shall be ordered to execute a release and authorization in compliance with HIPAA and 42 CFR part 2 (for substance use information).

Potential participants must be allowed to review the MHC Acknowledgment/Waiver of Rights form and Consent to Release Information/Waiver of Confidentiality form with defense counsel prior to acceptance into the MHC program. The court when necessary should inquire whether these forms have been interpreted for the participant.

G. Mutual Indemnification

The participating agencies agree to indemnify, defend, and hold harmless each other and their officers, agents, and employees from any and all claims, actions, or proceedings arising solely out of the acts or omissions of the indemnifying agency in the performance of this memorandum of understanding. The participating agencies agree that each is acting in an independent capacity and not as officers, employees, or agents of the other agencies.

H. Terms of Agreement

This agreement is effective upon signature from all members of the Advisory Committee and may be renewed each year upon mutual agreement of all parties.

I. Fiscal Terms

This memorandum of understanding does not involve an exchange of funds. Any exchange of funds for services rendered as part of the mental health treatment court will be described in a separate contract.

J. Terms and Conditions

All terms and conditions of this agreement are subject to the continuation of mental health treatment court funding.

K. Termination of Memorandum of Understanding

Upon mutual consent of all parties, this memorandum of understanding is subject to further negotiation and revision as required to support the needs of the mental health treatment court program. Any changes shall be in writing and signed by all parties herein or their duly appointed representatives authorized to act on their behalf. This memorandum of understanding may be terminated by any party for any reason by giving a 30-calendar-day written notice.

L. Review of the Memorandum of Understanding

This memorandum of understanding will be reviewed on a yearly basis by the MHC Team and revised as necessary upon mutual agreement of all parties. The effective dates of this MOU will be from April 21, 2025, through April 21, 2026.

Signatures of Authorized Representatives:

Yuma County Superior Court

David M. Haws, Presiding Judge

Date

Yuma Regional Mental Health Court

Darci D. Weede, Mental Health Court Judge

Date

Yuma County Adult Probation Department

Ryan M. Byrd, Chief Probation Officer

Date

Yuma County Office of the County Attorney

Karolyn Kaczorowski, County Attorney

Date

Yuma County Office of the Public Defender

Raymond Hanna, Public Defender

Date

Yuma County Office of the Legal Defender

William Fox, Legal Defender

Date

Yuma County Sheriff's Office/Detention Center

Leon Wilmot, Sheriff

Date

Community Health Associates

Alonda Brown, Chief Executive Officer

Date

Horizon Health and Wellness

Laura Larson-Huffaker, Chief Executive Officer

Date

Community Bridges, Inc.

John R. Abarca, Director of Program Operations

Date

Community Partners Integrated Healthcare (CPIH)

Rose Lopez, Chief Executive Officer

Date

The Crossroads Mission

Myra Garlit, Chief Executive Officer

Date

Transitional Living Center Recovery (TLCR)

Carlos Flores, Treatment Service Coordinator

Date

Achieve Human Services

Carol A. Carr, President/CEO

Date

Yuma Police Department

Thomas Garrity, Chief of Police

Date

Regional Center for Behavioral Health

Amanda Aguirre, President and CEO

Date

Community Medical Services

Haley Horton, Regional Director

Date

Regional Behavioral Health Authority

Johnnie Gasper, Senior Director for Justice,
Crisis, and Special Programs

Date

1
2 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
3 **IN AND FOR THE COUNTY OF YUMA**
4

5 In the Matter of:)
6 THE SHARING OF MENTAL HEALTH) Administrative Order
7 INFORMATION FOR COURT-INVOLVED) No. 2020-12
ADULTS) (Replacing Administrative
Order No. 2014-21)

8
9 WHEREAS; individuals with mental illness including those that have been diagnosed with
10 General Mental Health/Substance Abuse (GMSA) and serious mental illness (SMI) frequently enter
the criminal justice system, and are denied services which would otherwise be available to them if the
court was aware of their mental health history and diagnosis; and

11
12 WHEREAS, Yuma County Adult Probation (YCAP) makes recommendations for sentencing
purposes to the court for individuals with integrated health issues; and

13
14 WHEREAS, the YCAP supervises probationers who have integrated health issues and or are
diagnosed as SMI and these probationers are supervised under mental health regulations and or
participate in the Superior Court's Mental Health Court for continuity of care; and

15
16 WHEREAS, the Privacy Rule of the Federal Health Insurance Portability and Accountability
Act of 1996 ("HIPAA") and the Federal Code of Regulations in 45 CFR 164.512(e)(1) authorizes the
disclosure of protected information pursuant to a court order; and

17
18 WHEREAS, the Arizona Department of Health Services (ADHS) contracts with the Regional
Behavioral Health Authority (RBHA) and or Managed Care Organizations (MCO). Its contracted
19 providers need to share information with the Yuma County Superior Court including YCAP through
direct access database inquires for certain types of limited identifying information to the Court and
20 Probation for sentencing purposes; identification, assignment to specialized court calendars, continuity
of care, and referral to appropriate integrated health treatment agencies;

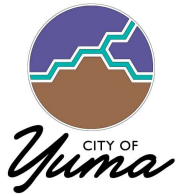
21
22 **IT IS ORDERED** that the Regional Behavioral Health Authority (RBHA) and or Managed Care
Organizations (MCO) shall provide direct, real-time access to its entire client database to the Yuma
County Superior Court, and YCAP, for individuals who have been arrested or detained, are involved
23 with the YCAP, or are the subject of court proceedings pursuant to Arizona Revised Statutes Title 8,
Title 36 and /or Title 14. Unless otherwise prohibited by federal law, the access shall consist of the
24 following information, if available, about the individual:

- 25 a. First, Middle and Last Name, and known aliases of the individual,
26 b. The last four digits of the individual's social security number,
27 c. Date of birth, gender, and ethnicity of the individual,
28 d. Whether the subject individual is, or has been previously, enrolled as a client of the RBHA
and or MCO, and or has been designated as SMI and is COT,
e. Provide the associated AHCCCS number to probation to assist member

- 1 f. Whether the subject individual is enrolled or previously enrolled as a client of the
RBHA/MCO as a youth involved in children's services, and
- 2 g. Name of clinic or provider, name of case manager and telephone number.
- 3 h. Assist in identifying members not receiving services, to better collaborate with the courts and
to ensure services to members.

4 **IT IS FURTHER ORDERED** as follows:

- 5 1. The Yuma County Superior Court, and YCAP shall refer individuals who are identified
6 through validated risks assessments to potentially have mental health and/or substance abuse issues,
and do not have healthcare to the RBHA for enrollment, assessment, and engagement in treatment
7 services to target identified needs. The RBHA shall determine whether the referred individuals qualify
for enrollment and services.
- 8 2. The Yuma County Superior Court and YCAP shall provide the RBHA and or MCO or its
9 contractors with copies of risk assessment and case plans on identified individuals when referring the
10 individuals for treatment.
- 11 3. The Yuma County Superior Court, YCAP, the RBHA and or MCO its subcontractors, shall
12 implement protocols for the release and exchange of information as required by this order, in a manner
that will accommodate routine as well as emergency requests for information 24 hours a day – seven
13 days a week.
- 14 4. The Yuma County Superior Court, and YCAP shall maintain the confidentiality of all
information provided to or from the RBHA and or MCO and its contractors pursuant to this
15 Administrative Order and shall not disseminate such information to any person or entity not under its
supervision and control, except as provided by applicable law, rule, regulation or court order. No
16 database inquiries into the RBHA and or MCO records shall be permitted by any designated county
Superior Court or Adult Probation Department employee except for the limited purpose set forth in
17 this Administrative Order.
- 18 5. The RBHA and or MCO and its subcontractors shall maintain the confidentiality of
19 information provided by the Yuma County Superior Court, and YCAP pursuant to this Administrative
Order, and shall not disseminate such information to any person or entity not under its supervision and
20 control, except as provided by applicable law, rule, regulation, or court order. No database inquiries
into the Yuma County Superior Court, or YCAP records and case management systems shall be
21 permitted by any ADHS, RBHA, MCO or subcontractor except for the limited purpose set forth in this
Administrative Order.
- 22
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City of Yuma

City Council Report

File #: R2025-052

Agenda Date: 6/4/2025

Agenda #: 2.

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

TITLE:

Intergovernmental Agreement: San Luis Police Department

SUMMARY RECOMMENDATION:

Approve an intergovernmental agreement with the City of San Luis on behalf of the San Luis Police Department for the use of the City of Yuma Public Safety Training Facility. (Police/Support Services) (Thomas Garrity)

STRATEGIC OUTCOME:

This intergovernmental agreement is in accordance with the City Council's Safe and Prosperous and Connected and Engaged strategic outcomes. The approved agreement will allow the City of San Luis on behalf of the San Luis Police Department to use the City of Yuma Public Safety Training Facility for training of their personnel.

REPORT:

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

By approving this resolution, City Council authorizes the intergovernmental agreement with the City of San Luis on behalf of the San Luis Police Department for use of the City of Yuma Public Safety Training Facility.

FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-052

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING THE CITY OF YUMA TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SAN LUIS ON
BEHALF OF THE SAN LUIS POLICE DEPARTMENT FOR USE OF THE CITY
OF YUMA PUBLIC SAFETY TRAINING FACILITY**

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

WHEREAS, the City of San Luis on behalf of its Police Department as the User Agency desires to use the City of Yuma Public Safety Training Facility for training of their sworn peace officers and other personnel; and,

WHEREAS, the Yuma Police Department and San Luis Police Department often collaborate in areas of law enforcement and public safety; and,

WHEREAS, the City and San Luis Police Department value their cooperative working relationship; and,

WHEREAS, it is in the best interest of the City and the public safety and interest of the community region to ensure San Luis Police Department has access to facilities that enable the San Luis Police Department to provide ongoing training to personnel.

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

SECTION 1: The City Council finds entering into an intergovernmental agreement with the City of San Luis on behalf of its Police Department to use the City of Yuma Public Training Facility is in the public interest.

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

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

This Intergovernmental Agreement for Use of the City of Yuma Public Safety Training Facility (“Agreement”) is entered into by and between the City of San Luis, Arizona (“User Agency”) and the City of Yuma (“City”). User Agency and the City may be referred to individually as “Party” or collectively as the “Parties.”

RECITALS

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

WHEREAS, the User Agency is a governmental agency operating within Yuma County; and

WHEREAS, the Yuma Police Department (“YPD”) and the San Luis Police Department often collaborate in areas of law enforcement and public safety; and

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

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

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

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

- 1) **USE OF THE PSTF.** User Agency may use the PSTF for training of sworn peace officers, special agents, fire fighters, civilian personnel, and volunteers, or such other uses as deemed appropriate by mutual written agreement of the Parties. User Agency shall schedule its use of the PSTF at least thirty (30) days before the planned use by contacting YPD.
- 2) **AUTHORITY.** The City is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952, *et. seq.*, Article III, Section 13 of the Charter of the City of Yuma. User Agency is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 *et seq.*
- 3) **EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last signing Party.
- 4) **TERM; TERMINATION.** This Agreement shall be for a term of five (5) years starting on the Effective Date (“Initial Term”). This Agreement may be renewed for one (1) additional five (5) year period (“Renewal Term”) upon written request from the User Agency to the City not less than sixty (60) days prior to the date of expiration of the Initial Term. The decision to renew shall be in the sole discretion of the City.

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

- 5) **USE FEES AND OTHER CHARGES.** User Agency acknowledges the City may opt to charge for the use of the PSTF in such amounts as may be established by the City and incorporated into a written fee schedule. The City will provide User Agency with written notice of the fee schedule prior to implementation. In the event User Agency does not agree with the fee schedule, User Agency may terminate this Agreement as provided in Section 4. The User Agency agrees to pay for all consumable product replacement, repair and/or replacement of all City property or City loaned equipment at the PSTF that is damaged, destroyed or rendered inoperable because of the User Agency's use of the PSTF. Use fees and other charges shall be due and payable within thirty (30) days of receipt of the City's written itemized invoice.
- 6) **EQUIPMENT REQUIREMENTS.** Prior to the User Agency's use of the PSTF, the City shall provide User Agency a written list specifying the supplies and equipment necessary for the User Agency to safely and properly use the PSTF. The User Agency shall, at its sole cost, obtain all listed equipment and supplies prior to its use of the PSTF.
- 7) **SUPERVISION AND CONTROL.** The City may assign a monitor to ensure User Agency uses the PSTF appropriately. User Agency shall supply its own instructors and support personnel. The City reserves the right to immediately terminate User Agency's use of the PSTF if, in the City's sole discretion, it is determined that such use has resulted in or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.
- 8) **RELATIONSHIP OF THE PARTIES.** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Each Party is solely liable for any workers' compensation or other benefits received by their respective employees. Each Party is responsible for the supervision and management of its own personnel. The Parties shall not exchange funds or personnel as a provision of this Agreement.
- 9) **NON-DISCRIMINATION.** The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2023-01, amending State Executive Orders 2003-22 and 2009-09, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

10) **INSURANCE**

a) **General**

- i) **Review of Coverage.** The City reserves the right to review all insurance policies and endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of compliance with the insurance requirements, or failure to identify any insurance deficiency, shall not relieve User Agency from, or waive, its obligation to maintain the required insurance during the performance of this Agreement.
- ii) **Additional Insured.** All insurance coverage, self-insured retention, and deductibles, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds, to the fullest extent permitted by law for claims arising out of the performance of this Agreement.

- iii) Coverage Term. All insurance shall be maintained in full force and effect until this Agreement is terminated, except as set forth in Section 10(a)(v).
- iv) Insurance. User Agency's insurance shall be endorsed to indicate it is primary, non-contributory insurance with respect to performance of this Agreement and shall be at least as broad as ISO CG 20 01 04 13.
- v) Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past termination of this Agreement. Annually, User Agency shall submit Certificates of Insurance to the City reflecting applicable coverage is in force and contains the provisions for the three-year period.
- vi) Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the actions, inactions, work and services of User Agency. Subrogation waivers shall be incorporated into each policy by written endorsement.
- vii) Policy Deductibles and Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. User Agency shall be solely responsible for any such deductible or self-insured retention amount.
- viii) Evidence of Insurance. Prior to using the PSTF, User Agency will provide the City with a certificate(s) of insurance and a copy of the declaration page(s) of the required insurance policy(ies), issued by User Agency's insurance insurer(s). The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, User Agency shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title of this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability
 - (b) Auto Liability
 - (c) Excess Liability
 - (2) User Agency's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by User Agency under this Agreement.

b) Required Insurance Coverage

- i) Commercial General Liability. User Agency shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- ii) Vehicle Liability. If User Agency drives any vehicles as part of its use of the PSTF, User Agency shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on User Agency’s owned, hired and non-owned vehicles assigned to or used in the performance of the User Agency’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- iii) Workers’ Compensation Insurance. User Agency shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over User Agency’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- c) Cancellation and Expiration Notice. The required insurance shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

11) INDEMNIFICATION

- a) Assumption of Risk; Indemnity. User Agency agrees to conduct its activities at the PSTF in a careful and safe manner. User Agency agrees to assume all risk of damage to, loss, or theft of User Agency’s property or that of persons attending or participating in User Agency’s activities while such property is located or used at the PSTF. User Agency agrees to assume all risk for damage to the PSTF, and injury or death to persons at the PSTF, to the extent arising from or related to User Agency’s use or occupancy of the PSTF.

- (a) User Agency agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent allowed by law. In the event of damage, loss, injury, or death arising from User Agency's use of or activities at the PSTF, the person or entity suffering the loss may submit a claim to User Agency, and such claim will be processed and paid in accordance with applicable law.
- (b) Insurance coverage requirements of this Agreement are not to be construed as limiting the scope of the indemnity in this Agreement.

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

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

13) INSTITUTIONAL REVIEW PROCESS. Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and intended uses and activities, including any special devices used in the training experience. User Agency agrees that the City may request intended activities not be undertaken, if, in the City's discretion, the activities pose risk to people or property. The City's failure to object to any activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged during any User Agency's use of the PSTF.

14) ENVIRONMENTAL REGULATIONS. User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about the PSTF, or transported to or from the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities, without first obtaining the City's written consent, which the City has the sole discretion to grant and to revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance

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

- 15) **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect use of the PSTF. There are no representations or agreements other than those contained in this Agreement. Any amendment or modification of this Agreement shall be made in writing and executed by authorized representatives of the Parties.
- 16) **SEVERABILITY.** The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
- 17) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.
- 18) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Arizona. All judicial proceedings arising from or related to this Agreement shall be instituted and maintained in a court of competent jurisdiction in Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, a Yuma County court lacks jurisdiction). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 19) **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.
- 20) **NOTICES.** All notices and correspondence between the Parties regarding this Agreement shall be in writing and shall be deemed given if delivered in person, by electronic mail with delivery receipt, or ten (10) days after mailing, by United States registered or certified mail, postage prepaid, and addressed to persons below. In the event the contact information or notice destination of a Party changes, it shall notify the other Party of the new information, in writing, within five (5) business days.

City of Yuma Nathan Dusek Law Enforcement Training Supervisor Yuma Police Department 1500 South 1 st Avenue Yuma, Arizona 85364 (928) 373-4700	City of San Luis Nigel I. Reynoso Chief of Police San Luis Police Department 1030 E Union St San Luis, Arizona 85349 (928) 341-2420
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- 21) ASSIGNMENT.** This contract is not assignable unless both Parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.
- 22) EMPLOYMENT ELIGIBILITY.** Each Party warrants, and shall require its subcontractors to warrant, that it follows all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.
- 23) RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- 24) IMPOSSIBILITY.** No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.
- 25) ATTORNEY'S FEES.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 26) AUTOMATIC INCLUSION.** All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.
- 27) AUTHORITY OF SIGNATORIES.** The persons executing this Agreement on behalf of the Parties represent and guarantee they are authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the entity to the terms of this Agreement.

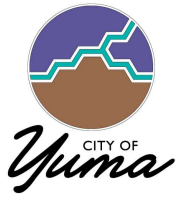
[Signatures on the Next Page]

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

<p>Yuma Police Department</p> <p>_____ Thomas Garrity Chief of Police</p> <p>Date: _____</p>	<p>San Luis Police Department</p> <p>_____ Nigel I. Reynoso Chief of Police</p> <p>Date: _____</p>
<p>City of Yuma, Arizona</p> <p>_____ Jay Simonton City Administrator</p> <p>Date: _____</p>	<p>City of San Luis, Arizona</p> <p>_____ Nieves Riedel Mayor</p> <p>Date: _____</p>
<p>ATTEST</p> <p>_____ Lynda Bushong City Clerk</p> <p>Date: _____</p>	<p>ATTEST</p> <p>_____ Sonia Cornelio, City Clerk</p> <p>Date: _____</p>

In accordance with the requirements of A.R.S. § 11-952, the undersigned attorneys acknowledge: (1) they reviewed the above Agreement on behalf of their clients; and, (2) they have determined this Agreement is in proper form and is within the powers and authority granted to their clients by the laws of the State of Arizona.

<p>City of Yuma</p> <p>_____ Richard W. Files City Attorney</p> <p>Date: _____</p>	<p>City of San Luis</p> <p>_____ Kay Macuil City Attorney</p> <p>Date: _____</p>
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City of Yuma

City Council Report

File #: R2025-053

Agenda Date: 6/4/2025

Agenda #: 3.

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

TITLE:

Intergovernmental Agreement Amendment: Arizona Department of Transportation - Pedestrian Hybrid Beacons

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute Amendment No. One to the Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) dated March 3, 2023, reducing the scope of work due to funding and right-of-way acquisition issues from the original five pedestrian hybrid beacons (PHB) to two PHBs. This is a Highway Safety Improvement Program (HSIP) project, the City has currently contributed \$197,753.57 in additional design cost. The total project amount will be \$2,213,097.57. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous. The PHB project will improve the safety at two crossings and will help address pedestrian accidents at these locations.

REPORT:

Amendment No. One eliminates three PHB locations at 4th Avenue and Court Street, 4th Avenue between 5th Street and 6th Street and at 4th Avenue between 12th Street and 13th Street. The total cost estimate was \$734,828.50 overbudget and the decision was made to eliminate these locations and continue with the same funding amount.

The proposed improvement is for the installation of pedestrian hybrid beacons at the following two locations: 24th Street and 6th Avenue and Giss Parkway between 1st Avenue and Madison Avenue. The project contemplates the installation of new poles, wire, signs and new ADA handicap ramps. The project does not include right-of-way acquisition.

ADOT Project Development Administration (PDA) Cost (FY24)	\$ 60,000.00
City Contribution (FY24)	\$ 197,753.57
Design Cost (FY 24)	\$ 213,000.00
Construction Cost (FY 25)	\$ 1,742,344.00
Total Cost (ADOT HSIP Grant Funds)	\$ 2,213,097.57

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 197,753.57	BUDGETED:	\$ 2,015,344.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 2,015,344.50	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 2,213,097.57	0032-ROAD13/ 198-97-77.8110	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

1. IGA with ADOT dated 3/3/2023

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION DATED MARCH 3, 2023, FOR THE DESIGN AND CONSTRUCTION OF PEDESTRIAN HYBRID BEACONS AT 24TH STREET AND 6TH AVENUE AND GISS PARKWAY BETWEEN 1ST AVENUE AND MADISON AVENUE

WHEREAS, the City of Yuma desires to amend the Intergovernmental Agreement (“Agreement”) between the Arizona Department of Transportation (ADOT) and the City of Yuma (City) dated March 03, 2023; and,

WHEREAS, a public need exists for improvements at the following locations: 24th Street and 6th Avenue and Giss Parkway between 1st Avenue and Madison Avenue referred to as the “Project”; and,

WHEREAS, Highway Safety Improvement Program (HSIP) funding requires the City to enter into an IGA with the State of Arizona; and,

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

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

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

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

SECTION 1: Amendment No. One to the Intergovernmental Agreement between ADOT and the City of Yuma for the design, construction, and financing of the Project, attached as Exhibit A and incorporated as part of this resolution by reference is approved.

SECTION 2: The City Administrator is authorized and directed to execute Amendment No. One to the Intergovernmental Agreement for and on behalf of the City of Yuma.

Adopted this ____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

ADOT CAR No.: IGA 22-0009021-I
Amendment No. One: 25-0011070-I
AG Contract No.: P0012023000077
Project Location/Name: City of Yuma;
Various Citywide Locations
Type of Work: Pedestrian Hybrid Beacons
Federal-aid No.: HSIP-YUM-0(225)T
ADOT Project No.: T0410 01D/03D/01C
TIP/STIP No.: YU-23-07D
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 101668

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF YUMA

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0009021-I, A.G. Contract No. P0012023000077, was executed on March 3, 2023, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project by reducing the number of locations from five to four and to increase design costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.

I. RECITALS

3. The work proposed under this Agreement consists of installing Pedestrian Hybrid Beacons (PHBs), which includes installing new wire and signal poles, at the following two locations: 24th Street and 6th Avenue, and Giss Parkway between 1st Avenue and Madison Avenue, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$2,213,098, which includes federal aid and the local agency's costs. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF YUMA

By _____ Date _____
JOHN D. SIMONTON
Acting City Administrator

ATTEST:

By _____ Date _____
LYNDA L. BUSHONG
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Yuma, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

By _____ Date _____
RICHARD W. FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
GREG BYRES
Deputy Director for Transportation
State Engineer

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

By _____ Date _____
Assistant Attorney General

EXHIBIT A
City of Yuma; Various Citywide Locations
Cost Estimate

IGA: 22-0009021-I
Amendment No. One: 25-0011070-I

T0410 01D/03D/01C

The Project costs are estimated as follows:

	Original Executed Date: March 3, 2023	Amend #1 Pending	AMENDED TOTAL
<u>ADOT Project Development Administration (PDA) Cost:</u>			
Federal-aid funds @ 100%	\$ 60,000		\$ 60,000
<u>Scoping/Design:</u>			
Federal-aid funds @ 100%	\$ 213,000		\$ 213,000
Local Agency's costs @ 100%*	\$ -	\$ 197,754	\$ 197,754
Subtotal - Scoping/Design/PDA	\$ 273,000	\$ 197,754	\$ 470,754
<u>Construction:**</u>			
Federal-aid funds @ 100%	\$ 1,742,344	\$ -	\$ 1,742,344
Estimated TOTAL Project Cost	\$ 2,015,344	\$ 197,754	\$ 2,213,098
Total Estimated Local Agency Funds	\$ -	\$ 197,754	\$ 197,754
Total Federal Funds	\$ 2,015,344	\$ -	\$ 2,015,344

*(The local agency has been invoiced and paid the design costs of \$ 197,754 per the terms of the original agreement)

**[Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies]

ADOT CAR No.: IGA 22-0009021-I
AG Contract No.: P0012023000077
Project Location/Name: City of Yuma;
Various Citywide Locations
Type of Work: Pedestrian Hybrid Beacons
Federal-aid No.: HSIP-YUM-0(225)T
ADOT Project No.: T0410 01D/03D/01C
TIP/STIP No.: YU-23-07D
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF YUMA

THIS AGREEMENT ("Agreement") is entered into this date March 3, 2023, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement consists of installing Pedestrian Hybrid Beacons (PHBs), which includes installing new wire and signal poles, at the following five locations: 4th Avenue and Court Street, 4th Avenue between 4th Street and 5th Street, 4th Avenue between 12th Street and 13th Street, 24th Street and 6th Avenue, and Giss Parkway between 1st Avenue and Madison Street, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$2,015,344.00, which includes federal aid. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if

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

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

- a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
- b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the City is responsible for and agrees to pay, the difference prior to bid advertisement.
- c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The City acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

- a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
- b. If Project Development Administration ("PDA") or design costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional PDA costs to complete the design of the Project. If design costs exceed the estimate prior to completion of design, invoice the City for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has paid for PDA and design.
- c. Prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

- d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.
 - e. After completion of design and receipt of actual PDA costs and the difference between the final and initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence and invoice the City for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the City of completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.
 - h. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. Agree to be responsible for actual PDA and design costs, if during the development of design, such costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA, design costs, and the difference between the final and initial construction cost estimates, as may be applicable. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
 - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be

deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

- f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the City, if applicable.
- g. As applicable, certify that the City has adequate resources to discharge the City's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)
- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. **Cancellation.** This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. **Indemnification.** The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. **Third-Party Indemnification.** The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
7. **Programmed Federal Funds.** The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Title VI. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
14. Inspection and Audit. The City shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the City, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and A.R.S. 35-394.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

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

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

For Project Administration:

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

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

For Financial Administration:

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

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

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

Remainder of the page is intentionally left blank.

(Signatures begin on the next page)

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

CITY OF YUMA

DocuSigned by:
By John D. Simonton Date 3/2/2023
JOHN D. SIMONTON
Acting City Administrator

ATTEST:

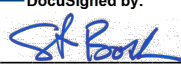
DocuSigned by:
By Lynda L. Bushong Date 3/2/2023
LYNDA L. BUSHONG
City Clerk

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

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

DocuSigned by:
By Richard Files Date 3/2/2023
RICHARD FILES
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By  Date 3/2/2023
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

DocuSigned by:
By  Date 3/3/2023
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023000077 (ADOT IGA 22-0009021-I), an Agreement between public agencies, the State of Arizona and the City of Yuma, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DocuSigned by:
By  Date 3/3/2023
Daniel Bergin
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0410 01D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost

Federal-aid funds @ 100%	<u>\$ 60,000.00</u>
--------------------------	---------------------

Scoping/Design:

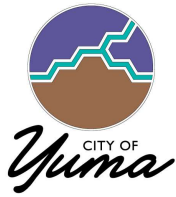
Federal-aid funds @ 100%	<u>\$ 213,000.00</u>
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Construction:*

Federal-aid funds @ 100%	<u>\$ 1,742,344.00</u>
--------------------------	------------------------

Estimated TOTAL Project Cost	\$ 2,015,344.00
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* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)



City of Yuma

City Council Report

File #: R2025-054

Agenda Date: 6/4/2025

Agenda #: 4.

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

TITLE:

Intergovernmental Agreement Amendment: Yuma County Intergovernmental Public Transportation Authority

SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a fourth amendment to a grant pass through, Intergovernmental Agreement (IGA) between Yuma County Intergovernmental Public Transportation Authority (YCIPTA) and the City of Yuma for final design and pre-construction costs associated with the rehabilitation of the Hotel del Sol as a multimodal transportation center. (Engineering) (David Wostenberg)

STRATEGIC OUTCOME:

Executing this fourth amendment to the pass-through IGA supports the City Council's Respected and Responsible strategic outcome. This agreement utilizes grant funding to assist the City of Yuma in paying for Hotel del Sol design services to provide a centralized transportation hub to Historic Downtown Yuma.

REPORT:

On August 18, 2014, Grant AZ-90-X132 was awarded by the Federal Transit Authority (FTA) to YCIPTA, with the City of Yuma as a subrecipient. On August 13, 2015, Grant AZ-90-X127 was awarded by the FTA to YCIPTA, and the City of Yuma was a subrecipient.

The term of the first IGA was extended by the first amendment to the IGA through August 31, 2018. The term was extended by the second amendment through December 31, 2023. The term was extended by a third amendment to September 30, 2024.

YCIPTA and the City of Yuma request an additional extension to the term of the IGA to allow the City of Yuma to use the remaining grant funds for the improvement and rehabilitation of the Hotel del Sol. The fourth amendment will extend the term to September 30, 2026.

There is \$356,644.95 remaining of grant funding available. The City's required match to the remaining grant funding would be \$75,244.48, making a total of \$431,889.43 available for use on the project for construction documents and post design services.

FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 75,224.48	BUDGETED:	\$ 431,889.43
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 356,664.95	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$431,889.43	City Road Tax- 102	
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

This project will be using City funding from the City Road Tax Fund 102 in the amount of \$75,224.48.

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-054

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AND APPROVING A FOURTH AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT WITH YUMA COUNTY
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR
THE YUMA MULTI-MODAL TRANSPORTATION CENTER**

WHEREAS, the City of Yuma (City) desires to amend an Intergovernmental Agreement (Agreement) with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) for the final design and preconstruction costs associated with the Yuma Multi-Modal Transportation Center Development, hereafter referred to as the “Project”; and,

WHEREAS, the Project lies within the jurisdiction of the City of Yuma; and,

WHEREAS, the City and YCIPTA are parties to the Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015; and,

WHEREAS, YCIPTA passed funds from grant Numbers AZ-90-X132 and AZ-90-X127 to pay for final design and preconstruction costs of the project; and,

WHEREAS, YCIPTA and the City desire an additional extension to the term of the IGA through September 30, 2026; and,

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

WHEREAS, it is to the mutual benefit of YCIPTA and the City to enter into this Agreement for the preliminary design of the project.

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

SECTION 1: The Fourth Amendment to the Grant Pass Through Intergovernmental Agreement between YCIPTA and the City of Yuma for the construction of the Project, attached as Exhibit A and incorporated by reference, is approved.

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

EXHIBIT A

FOURTH AMENDMENT TO GRANT PASS THROUGH INTERGOVERNMENTAL AGREEMENT BETWEEN YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY and CITY OF YUMA FOR FEDERAL TRANSIT GRANT FUNDING

This Fourth Amendment to the Grant Pass Through Intergovernmental Agreement (“Amendment”) is effective as of 1st of October, 2024 (“Effective Date”), between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma, an Arizona municipal corporation (the “City”). YCIPTA and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, YCIPTA and the City are parties to the Grant Pass Through Intergovernmental Agreement with an effective date of February 26, 2015 (“IGA”) pursuant to which YCIPTA passed funds from Grant Numbers AZ-90-X132 (“Grant X132”) and AZ-90-X127 (“Grant X127”) to the City to pay for final design and pre-construction costs associated with the rehabilitation of the Hotel Del Sol for use as a multimodal transportation center;

WHEREAS, Grant X132 was awarded by the Federal Transit Authority on August 18, 2014 to YCIPTA and the City of Yuma as a Subrecipient;

WHEREAS, Grant X127 was awarded by the Federal Transit Authority on August 13, 2015 to YCIPTA and the City of Yuma as a Subrecipient;

WHEREAS, the term of the IGA was extended by the First Amendment to the IGA through August 31, 2018;

WHEREAS, the term of the IGA was extended by the Second Amendment to the IGA through December 31, 2023;

WHEREAS, the term of the IGA was extended by the Third Amendment to the IGA through September 30, 2024;

WHEREAS, grant funds remain that may be used toward the improvement and rehabilitation of the Hotel Del Sol; and,

WHEREAS, YCIPTA and the City desire an additional extension to the term of the IGA to allow the City to use remaining grant funds for the improvement and rehabilitation of the Hotel Del Sol.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually agree to the following:

Fourth Amendment to YCIPTA / City of Yuma Grant Pass Through IGA for Federal Transit Funding, Page 1 of 3

1. Incorporation of Recitals. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

2. Identifiers. Pursuant to the requirements of the awarded Grants, the Parties acknowledge that the City of Yuma, as a Subrecipient to the federal grants, has obtained GN4ZBTUNCN83 as its Unique Entity Identifier (UEI).

3. Term. Section 2 of the IGA, titled “Term of Agreement,” as amended by the First Amendment and again amended by the Second Amendment and Third Amendment, is hereby deleted and replaced with the following:

Term of Agreement. The Term of this Agreement shall begin on the Effective Date and expire on September 30, 2026.

4. Federal Grant Closeout. An additional Section 22 shall be added to the IGA, and titled “Federal Grant Closeout”, the language of such section shall be as follows:

Federal Grant Closeout. Once all line items in a grant are complete and all ECHO drawdowns are made, a final FFR and MPR is submitted in the TrAMS along with a final budget. Closeout shall take place no later than 30 days after the end of the quarter in which the last drawdown on the grant is made.

a. YCIPTA shall initiate the closeout electronically, by submitting the following information in TrAMS, as part of the closeout process:

(1) Confirmation that activities are complete and if closed out will deobligate any unexpended balance of federal assistance;

(2) A list of property acquired or improved in support of the Award that will continue to be within the purview of the Grant or Cooperative Agreement;

(3) A final, reconciled Award Budget reflecting actual Project costs by scope code and activity, reflecting adjustments to the federal and non-federal amounts;

(4) A final FFR, consistent with the reconciled Award Budget (e.g., deobligation);

(5) A final narrative MPR indicating the actual completion date of each ALI and a discussion of each ALI contained in the final Award Budget; and

(6) Any other documentation or reports required as part of the terms and conditions of the Grant or Cooperative Agreement.

5. Nature of Amendment. Except for the modifications set forth in this Amendment, the IGA remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first set forth above.

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

John D. Simonton,
City of Yuma - Administrator

Shelly Kreger, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

INTERGOVERNMENTAL AGREEMENT APPROVAL

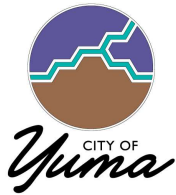
The foregoing Third Amendment has, prior to its execution, been submitted to the attorney for each Party, who has determined that the intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2025

By: _____
Elizabeth A. Punpayuk
YCIPTA Attorney

Dated this _____ day of _____, 2025

By: _____
Richard W. Files
Yuma City Attorney



City of Yuma

City Council Report

File #: R2025-055

Agenda Date: 6/4/2025

Agenda #: 5.

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

TITLE:

Development Fee Deferral: Desert Sands Unit No. 4 Subdivision

SUMMARY RECOMMENDATION:

Adopt a resolution authorizing an agreement to defer City of Yuma development fees and water and sewer capacity charges for Desert Sands Unit No. 4 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/Development)

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 would 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.

DN Development Yuma, L.L.C. has requested the deferral agreement for Desert Sands Unit No. 4 Subdivision 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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

-

ADDITIONAL INFORMATION:

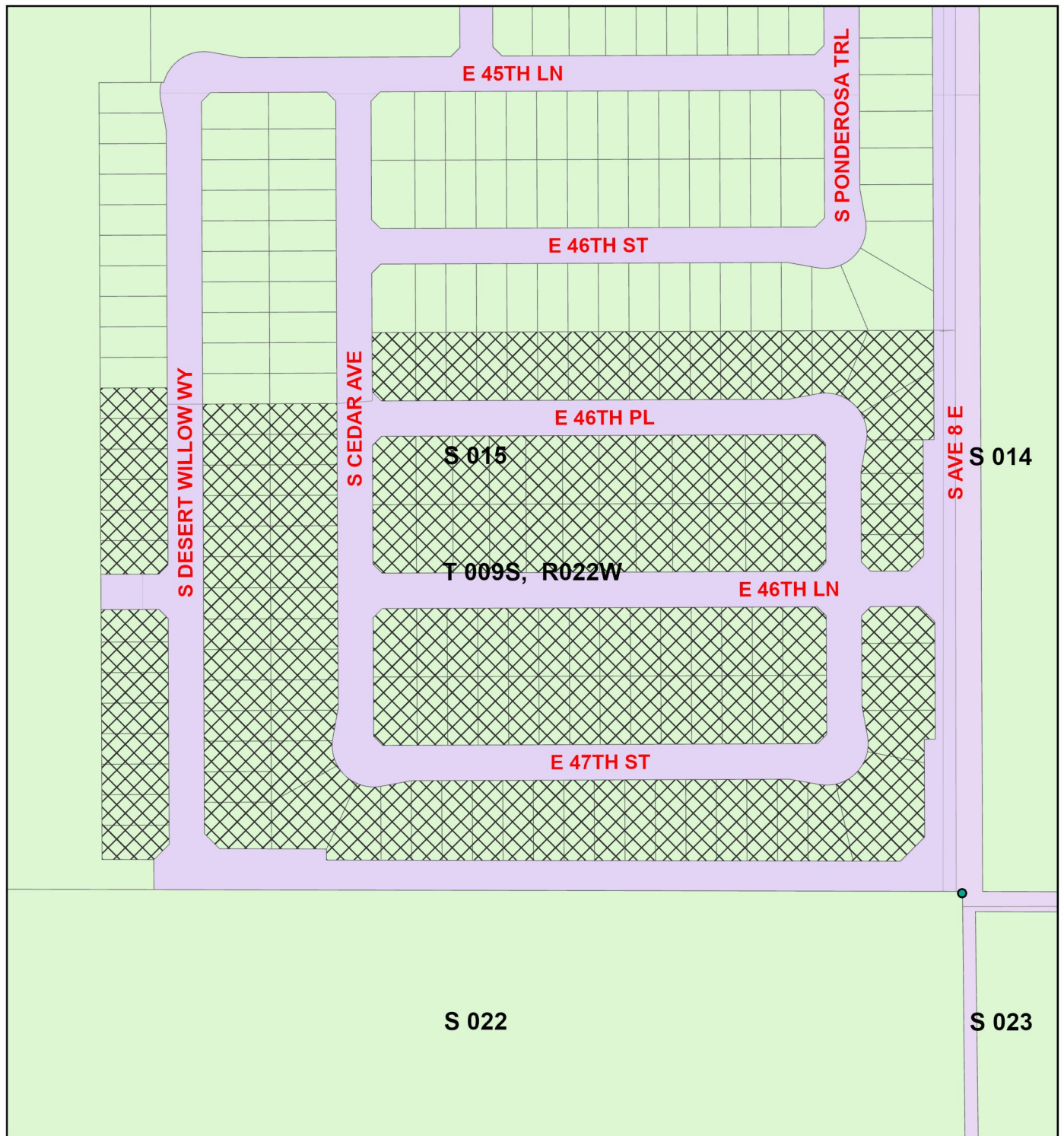
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025



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: **4/21/2025**

SCALE: **N.T.S**

REVISED:

CIP NO.

RESOLUTION NO. R2025-055

**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 DESERT SANDS UNIT NO. 4 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: That 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 part of this Resolution.

SECTION 2: That upon payment to the City of Yuma of the described \$500 administrative fee for DESERT SANDS UNIT No. 4 Subdivision, the City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Richard W. Files
City Attorney

RESOLUTION NO. R2025-055
DEVELOPMENT AGREEMENT
DESERT SANDS UNIT No. 4

This Development Agreement (“Agreement”), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between DN Development Yuma, LLC, an Arizona Limited Liability Company, (“Owner”), as owner of the real property described in the DESERT SANDS UNIT No. 4 plat, lots 352 to 487, dated 4/14/2025, recorded as Yuma County Assessor’s Fee #: 2025-09095, and Book 37 of Plats, Pages 8 & 9, (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 described 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 any lease of the lot.
4. Notice. All notices, demands or other communications must be in writing and are deemed 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
DN Development Yuma, L.L.C.
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: DN Development Yuma, L.L.C.

By: _____
John D. Simonton
Acting City Administrator

By: _____
Brian L. Hall
Manager
DN Development Yuma, L.L.C.

ATTEST:

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By: _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENT

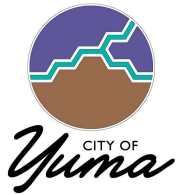
State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me this ____ of _____, 2025 by Brian L. Hall, manager of DN 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



City of Yuma

City Council Report

File #: R2025-057

Agenda Date: 6/4/2025

Agenda #: 6.

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

TITLE:

Preannexation Development Agreement: 594 S. May Avenue

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement with Yuma Investment Partners, LLC, for the properties located at 594 S. May Avenue. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Approval of this Preannexation Development Agreement will facilitate the development of the properties furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

Yuma Investment Partners (Owner) owns the properties located at 594 S. May Avenue (APN 632-58-128 and APN 632-58-129) (Properties). The owner has requested a Preannexation Development Agreement to connect to City of Yuma services. The properties are currently developed with a manufactured home, and RV storage. It is the owner's intent to develop a new multi-family development.

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

The attached resolution authorizes a Preannexation Development Agreement with Yuma Investment Partners, LLC for the properties shown on the location map attached to the Agreement.

FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

--	--

FISCAL IMPACT STATEMENT:

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: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-057

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA, AUTHORIZING AND APPROVING THE
EXECUTION OF A PREANNEXATION DEVELOPMENT
AGREEMENT WITH YUMA INVESTMENT PARTNERS, LLC
FOR ASSESSOR PARCEL NUMBERS 632-58-128 AND 632-58-129
LOCATED AT 594 S. MAY AVENUE**

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

WHEREAS, the owners of certain real properties identified as APN 632-58-128 and APN 632-58-129 (the Properties) desire to annex the Properties into the municipal boundaries of the City, but the Properties do not meet the statutory annexation requirements at this time; and,

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

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

WHEREAS, the owner of the Properties desires certain assurances and commitments from the City prior to and upon annexation of the Property into the City.

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A
RESOLUTION NO. R2025-057

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Yuma Investment Partners, LLC (“Owner”), as the owner of the real properties identified as APN 632-58-128 and APN 632-58-129, more particularly described and depicted in Exhibit 1 attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC v City of Yuma*, 227 Ariz. 28 (2011).

2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.

3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. City and Owner Cooperation.

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

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

10. Notice. Except as otherwise required by law, any notice, demand or other communication given under

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

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

To Owners:
Yuma Investment Partners, LLC
4215 Ingleside Avenue
San Diego, CA, 92103

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

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

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

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

11.2 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

- a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the

requirements of the Yuma City Charter and the Yuma City Code.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.

e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.

f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.

g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

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

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

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

17. Miscellaneous.

17.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona at the John M. Roll United States Courthouse,

if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 17.1.

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

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

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

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

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

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

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

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

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

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

17.12 Amendment. No change or addition is to be made to this Agreement except by written

amendment executed by City and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Yuma Investment Partners, LLC

By: Pacifica Holdings Group, LLC
a California limited liability company, Manager

By _____
John D. Simonton
Acting City Administrator

By: _____
Maren Impala
Member

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Maren Impala, member, on behalf of Pacifica Holdings Group, LLC, Manager of Yuma Investment Partners, LLC.

NOTARY PUBLIC

COMMISSION EXPIRATION:

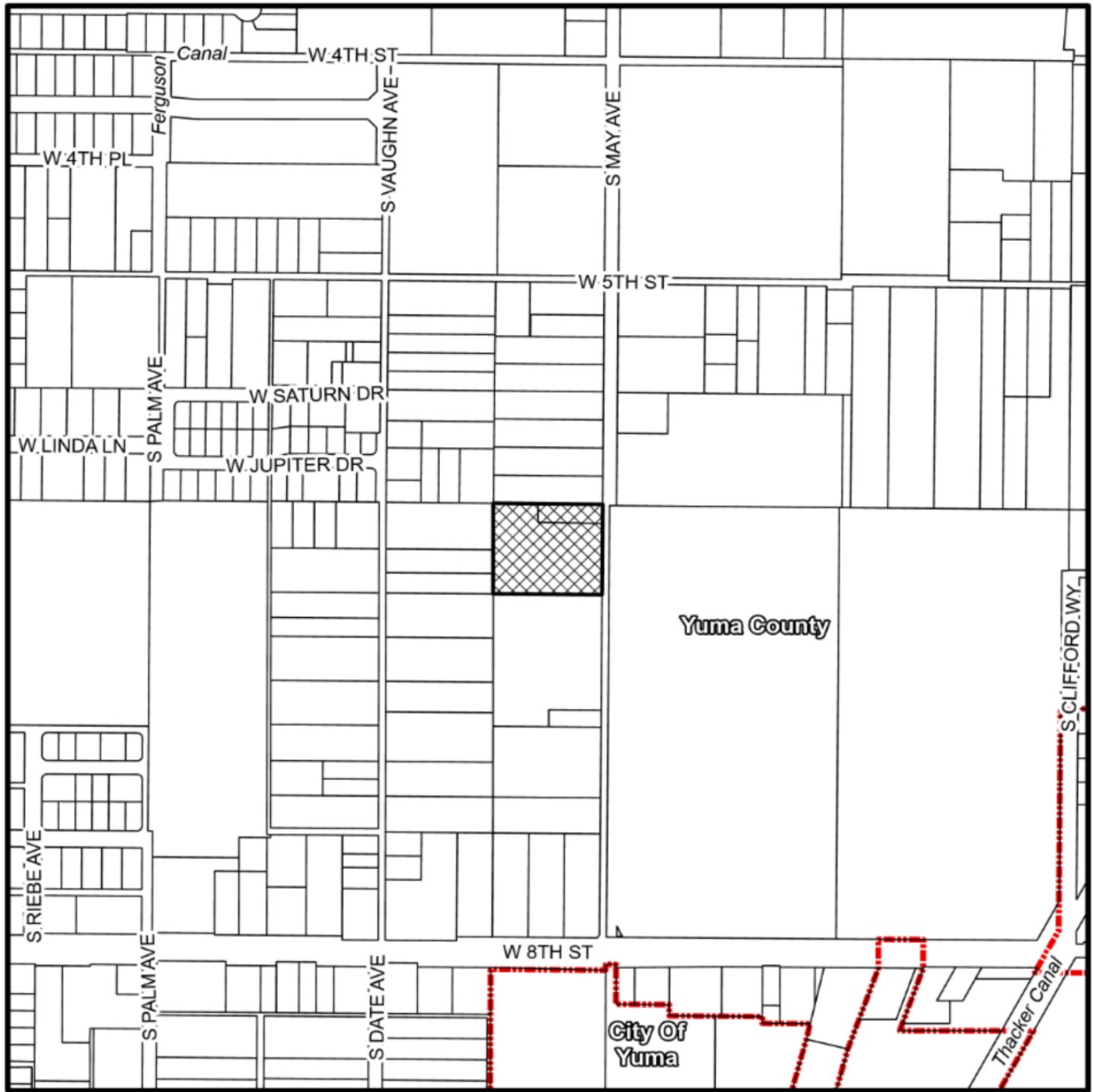
EXHIBIT 1

Legal Description and Depiction of Property

A portion of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 19, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, also being a portion of the Marable-Vaughn Subdivision, dated 1/4/1928, Recorded in Book 2 of Plats, page 37, Yuma County Records (YCR), and more particularly described as follows:

Lots 22 and 23 of said Marable-Vaughn Subdivision along with the East 10.00 feet of the abandoned alley adjacent to and lying west of said Lots 22 and 23, per Yuma County Resolution No. 97-41, dated 6/19/1997, Recorded in Fee # 1997-16125 YCR.

Containing 79,986.9 square feet or 1.836 acres, more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: GMN



Community Planning and
Neighborhood Services GIS

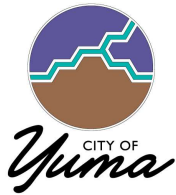
Date: 4/14/2025

Revised:

Revised:

Case #:

AGR-43959-2025



City of Yuma

City Council Report

File #: R2025-058

Agenda Date: 6/4/2025

Agenda #: 7.

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

TITLE:

Preannexation Development Agreement: 9381 E. Stetson Street

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 9381 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this Preannexation Development Agreement will facilitate the development of the property furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

Everardo J. Avendano (owner) owns the parcel located at 9381 E. Stetson Street (APN 699-54-007) (Property). The owner has requested a Preannexation Development Agreement to connect to City of Yuma Services. The property is currently part of the Jones Co-op Water Association. The well servicing the residences within the co-op is exceeding the recommended contaminant levels, according to the Arizona Department of Environmental Quality (ADEQ). ADEQ has agreed to pay for the construction of the water line extensions and water connection service fees for all residences within the co-op. The subject property is developed, featuring a manufactured home and its accessory structures.

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

The attached resolution authorizes a Preannexation Development Agreement with Everardo J. Avendano for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

TOTAL\$ 0.00

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

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH EVERARDO J. AVENDANO FOR ASSESSOR PARCEL NUMBER 699-54-007 LOCATED AT 9381 E. STETSON STREET

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

WHEREAS, the owners of certain real property identified as APN 699-54-007 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A
RESOLUTION NO. R2025-058

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Everardo J. Avendano (“Owner”), as the owner of the real property identified as APN 699-54-007, more particularly described and depicted in Exhibit 1 attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

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

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

To Owners:
Everardo J. Avendano
9365 E. Stetson Street
Yuma, AZ 85365

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

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

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

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

damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Everardo J. Avendano

By _____
John D. Simonton
City Administrator

By _____
Everardo J. Avendano
Property Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
Everardo J. Avendano.

NOTARY PUBLIC

COMMISSION EXPIRATION:

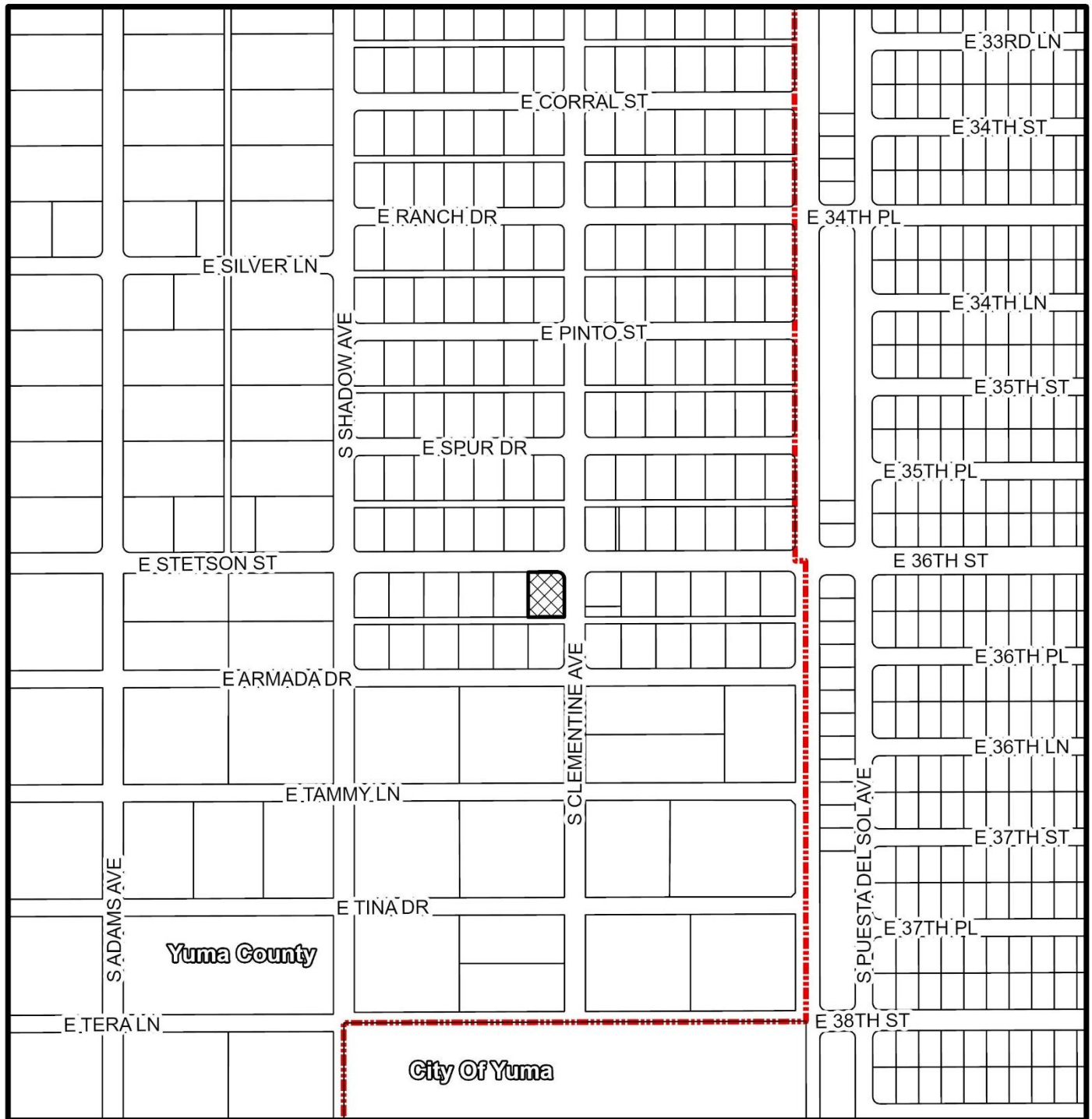
EXHIBIT 1

Legal Description and Depiction of Property APN 699-54-007

That portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 12, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Lot 7, of Block 3 per “Jones Resubdivision of Blocks 3 and 4 of Adams Acres” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 7, Pages 85 and 86. Fee# 26834, Dated: 10-17-1977.

Containing 12,928 square feet or 0.30 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and
Neighborhood Services GIS

Date: 5/1/2025

Revised:

Revised:

Case #:

AGR-44068-2025



City of Yuma

City Council Report

File #: R2025-059

Agenda Date: 6/4/2025

Agenda #: 8.

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

TITLE:

Preannexation Development Agreement: 9365 E. Stetson Street

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 9365 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this Preannexation Development Agreement will facilitate the development of the property furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

Everardo Avendano (owner) owns the parcel located at 9365 E. Stetson Street (APN 699-54-008) (Property). The owner has requested a Preannexation Development Agreement to connect to City of Yuma Services. The property is currently part of the Jones Co-op Water Association. The well servicing the residences within the co-op is exceeding the recommended contaminant levels, according to the Arizona Department of Environmental Quality (ADEQ). ADEQ has agreed to pay for the construction of the water line extensions and water connection service fees for all residences within the co-op. The subject property is developed, featuring a manufactured home and its accessory structures.

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

The attached resolution authorizes a Preannexation Development Agreement with Everardo Avendano for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

TOTAL\$ 0.00

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

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH EVERARDO AVENDANO FOR ASSESSOR PARCEL NUMBER 699-54-008 LOCATED AT 9365 E. STETSON STREET

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

WHEREAS, the owners of certain real property identified as APN 699-54-008 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A
RESOLUTION NO. R2025-059

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Everardo Avendano (“Owner”), as the owner of the real property identified as APN 699-54-008, more particularly described and depicted in Exhibit 1 attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

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

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

To Owners:
Everardo Avendano
9365 E. Stetson Street
Yuma, AZ 85365

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

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

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

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

damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Everardo Avendano

By _____
John D. Simonton
Acting City Administrator

By _____
Everardo Avendano
Property Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
Everardo Avendano.

NOTARY PUBLIC

COMMISSION EXPIRATION:

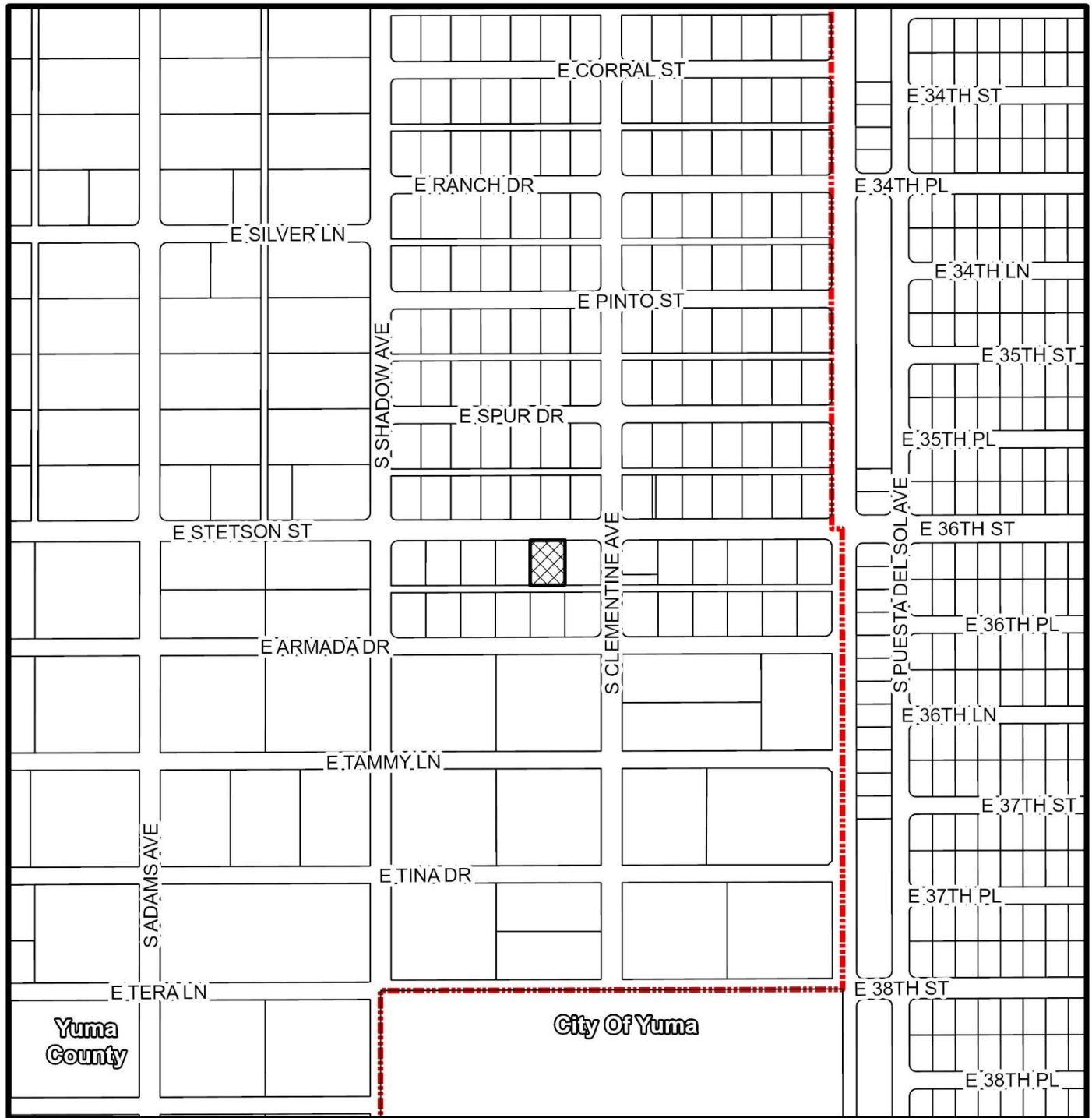
EXHIBIT 1

Legal Description and Depiction of Property APN 699-54-008

That portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 12, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Lot 8, of Block 3 per “Jones Resubdivision of Blocks 3 and 4 of Adams Acres” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 7, Pages 85 and 86. Fee# 26834, Dated: 10-17-1977.

Containing 12,928 square feet or 0.30 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and
Neighborhood Services GIS

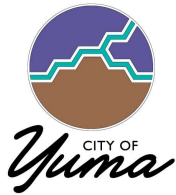
Date: 5/1/2025

Revised:

Revised:

Case #:

AGR-44067-2025



City of Yuma

City Council Report

File #: R2025-060

Agenda Date: 6/4/2025

Agenda #: 9.

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

TITLE:

Preannexation Development Agreement: 9453 E. Stetson Street

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 9453 E. Stetson Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this Preannexation Development Agreement will facilitate the development of the property furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

Pedro and Raquel Gonzales (owners) own the parcel located at 9453 E. Stetson Street (APN 699-54-003) (Property). The owners have requested a Preannexation Development Agreement to connect to City of Yuma Services. The property is currently part of the Jones Co-op Water Association. The well servicing the residences within the co-op is exceeding the recommended contaminant levels, according to the Arizona Department of Environmental Quality (ADEQ). ADEQ has agreed to pay for the construction of the water line extensions and water connection service fees for all residences within the co-op. The subject property is developed, featuring a manufactured home and its accessory structures.

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

The attached resolution authorizes a Preannexation Development Agreement with Pedro and Raquel Gonzales for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

TOTAL\$ 0.00

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

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH PEDRO AND RAQUEL GONZALES FOR ASSESSOR PARCEL NUMBER 699-54-003 LOCATED AT 9453 E. STETSON STREET

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

WHEREAS, the owners of certain real property identified as APN 699-54-003 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2025-060**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Pedro and Raquel Gonzales (“Owner”), as the owner of the real property identified as APN 699-54-003, more particularly described and depicted in Exhibit 1 attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

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

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

To Owners:
Pedro & Raquel Gonzales
9453 E. Stetson Street
Yuma, AZ 85365

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

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

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

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

damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

13. City Representations. City represents and warrants to Owner that:
- a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.
 - b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.
 - c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.
 - d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.
 - e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.
 - f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.
 - g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.
14. Rights of Lenders. Financing or refinancing for acquisition, development and/or construction of the Property and/or improvements may be provided, in whole or in part, from time to time, by one or more Third Parties (individually a "Lender", and collectively the "Lenders"). If a Lender is permitted, under the terms of a non-disturbance agreement with City to cure the event of default and/or to assume Owner's position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.
15. Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05D and will run with the land during the Term of the Agreement as defined in Section 2.
16. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.
17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Pedro Goznales

By _____
John D. Simonton
Acting City Administrator

By _____
Pedro Gonzales
Property Owner

OWNER:
Ella Seibel

By _____
Ella Seibel
Property Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Pedro Gonzales.

NOTARY PUBLIC

COMMISSION EXPIRATION:

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Raquel Goznales.

NOTARY PUBLIC

COMMISSION EXPIRATION:

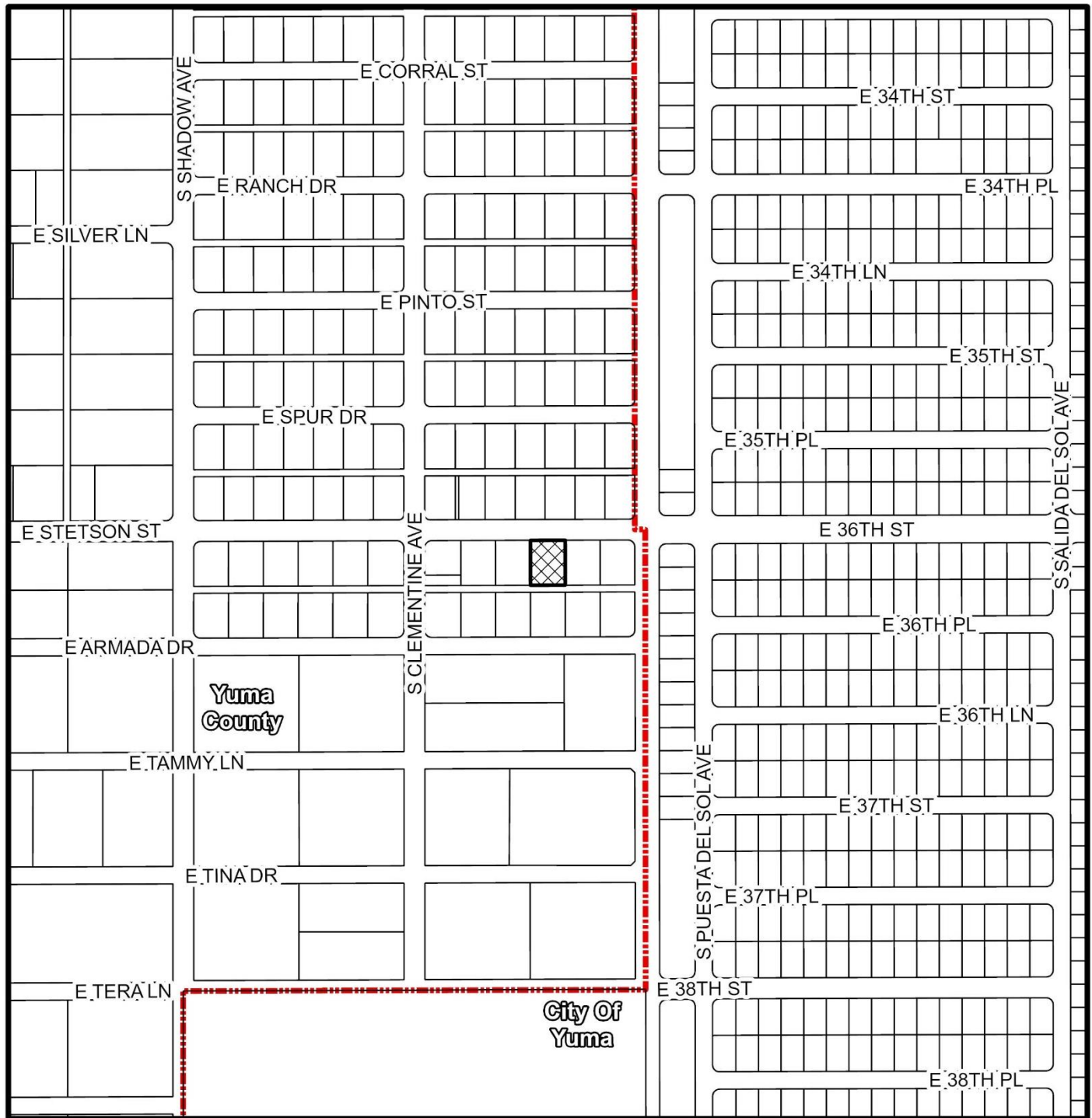
EXHIBIT 1

Legal Description and Depiction of Property APN 699-54-003

That portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 12, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Lot 3, of Block 4 per “Jones Resubdivision of Blocks 3 and 4 of Adams Acres” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 7, Pages 85 and 86. Fee# 26834, Dated: 10-17-1977.

Containing 12,920 square feet or 0.30 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



City of Yuma
Community Planning and
Neighborhood Services GIS

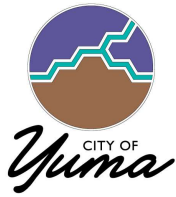
Date: 5/13/2025

Revised:

Revised:

Case #:

AGR-44055-2025



City of Yuma

City Council Report

File #: R2025-061

Agenda Date: 6/4/2025

Agenda #: 10.

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

TITLE:

Preannexation Development Agreement: 530 S. Avenue C

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located at 530 S. Avenue C. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

Nohemy and Sergio Echavarria (owners) own the parcel located at 530 S. Avenue C (APN 631-56-159) (Property). The owners have requested a Preannexation Development Agreement to connect to City of Yuma Services.

The subject parcel was part of a lot split under Yuma County's jurisdiction in October of 2023. The property owners have submitted plans to Yuma County for the construction of a single-family residence on the lot. Yuma County has approved the septic permit, and the owners now wish to connect to City of Yuma water services.

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

The attached resolution authorizes a Preannexation Development Agreement with Nohemy and Sergio Echavarria for the Property shown on the location map attached to the agreement.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-061

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUMA, ARIZONA, AUTHORIZING AND APPROVING THE
EXECUTION OF A PREANNEXATION DEVELOPMENT
AGREEMENT WITH NOHEMY ECHAVARRIA AND SERGIO
ECHAVARRIA FOR ASSESSOR PARCEL NUMBER 631-56-159
LOCATED AT 530 S. AVENUE C**

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

WHEREAS, the owners of certain real property identified as APN 631-56-159 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2025-061**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Nohemy and Sergio Echavarria (“Owner”), as the owners of the real property identified as APN 631-56-159, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owners and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

6.1 5th Street Right-of-Way Dedication. Owner shall dedicate to the City by delivery of a warranty deed, right-of-way along the Property's 5th Street frontage to meet the requirements of a Local Road and dedicate a corner triangle with 25' legs at the southwest corner of 5th Street and Avenue C.

6.2 Avigation and Range Disclosure, Easement and Waiver. As a covenant and condition to entering into this Agreement, before conveying or transferring any portion of the Property, Owner agrees to

disclose that the subject property is located in the vicinity of Yuma County International Airport and the U.S. Marine Air Station, both of which may result in aircraft overflight, vibrations and related noise as may be inherent in the operation of aircraft now known or used for flying within navigable airspace. This disclosure obligation shall survive the termination of this agreement, shall run with the land, and shall be binding on all successors, assigns and future owners of the Property.

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

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

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

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

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

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

9. City and Owner Cooperation.

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

with development of the Property. If developed in Yuma County, written City approval of all such permits, plans, specifications, plats or other development approvals shall be required.

9.2 Annexation requests. City agrees that City staff will support any annexation request by Owner for the Property that is consistent with this Agreement, the General Plan, and Applicable Laws.

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

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

To Owners:
Nohemy and Sergio Echavarria
4145 W. 23rd Lane
Yuma, AZ 85364

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

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

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

11.1 Remedies. If the default is not corrected within the time periods described in Section 11 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Owner or City, or any successor-in-interest or assignee, may institute a legal action to cure,

correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

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

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

12. Owner Representations. Owner represents and warrants that:

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

h. Owner has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

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

a. City has the right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Yuma City Charter and the Yuma City Code.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

c. City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

d. City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Owner.

e. This Agreement (and each undertaking of City contained herein), constitutes a valid, binding and enforceable obligation of City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditor's rights and by equitable principles, whether considered at law or in equity.

f. The execution, delivery and performance of this Agreement by City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which City is a party or is otherwise subject.

g. City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

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

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

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

reasonable and necessary direct and incidental costs of such dispute.

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

17.11 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action under this Agreement, except for transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement or such rights and duties described as running with title to the land.

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
Nohemy Echavarria

By _____
John D. Simonton
Acting City Administrator

By _____
Nohemy Echavarria
Property Owner

OWNER:
Sergio Echavarria

By _____
Sergio Echavarria
Property Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGEMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Nohemy Echavarria.

NOTARY PUBLIC

COMMISSION EXPIRATION:

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Sergio Echavarria.

NOTARY PUBLIC

COMMISSION EXPIRATION:

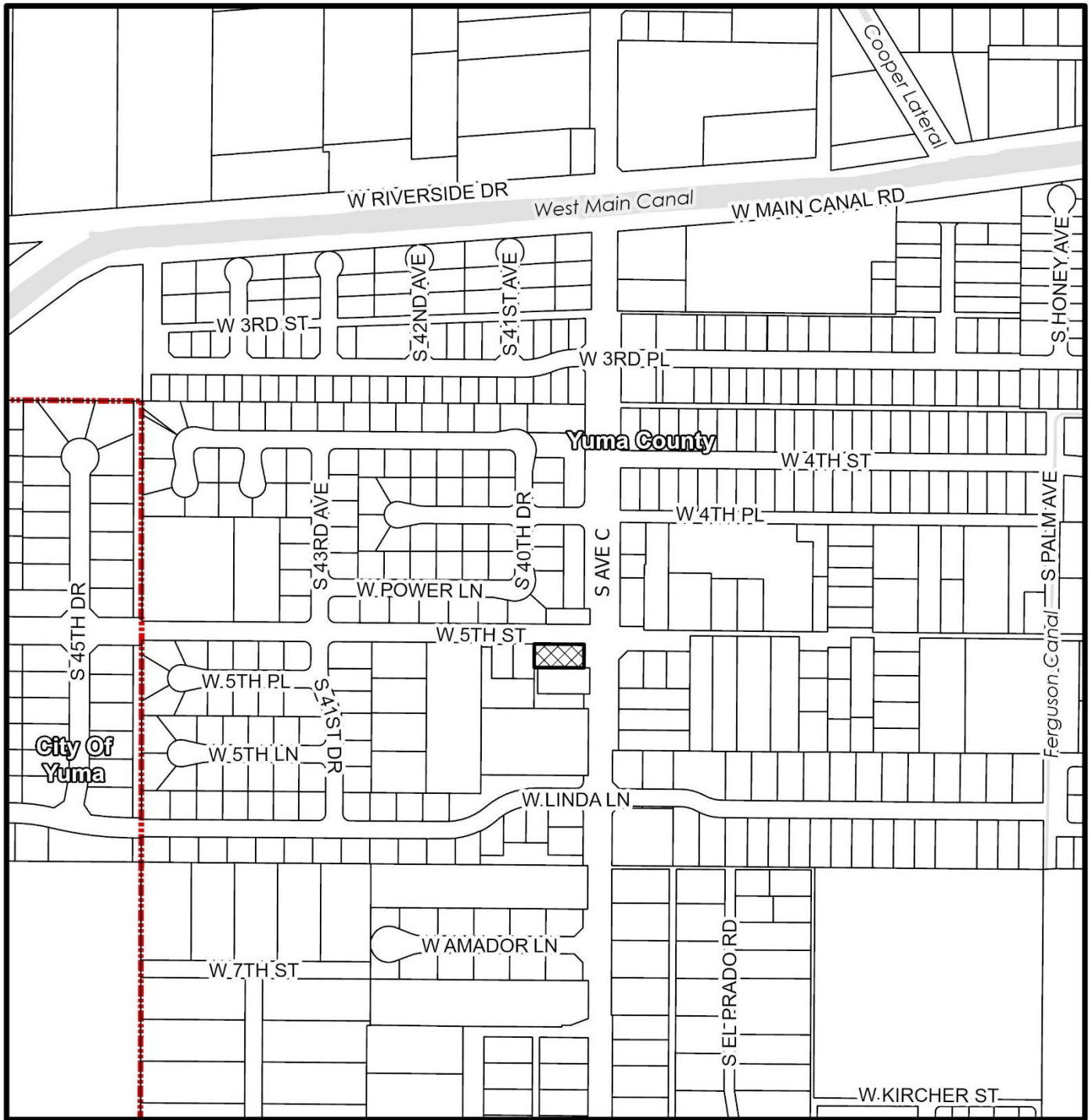
EXHIBIT 1

Legal Description of APN 631-56-159

That portion of the Northeast Quarter of the Southeast Quarter of Section 24, Township 8 South, Range 24 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

New Lot "C" per Contreras/Gonzales Lot Split (LDP23-20) according to the plat as recorded in the Yuma County Recorder's Office, Yuma County, Yuma Arizona, in Book 35, Page 45. Fee# 2023-24023, Dated: 10-13-2023.

Containing 9,665.40 square feet or 0.22 of an acre more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and
Neighborhood Services GIS

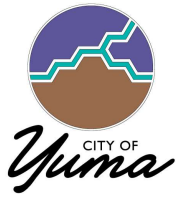
Date: 4/28/2025

Revised:

Revised:

Case #:

AGR-44050-2025



City of Yuma

City Council Report

File #: R2025-062

Agenda Date: 6/4/2025

Agenda #: 11.

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

TITLE:

Preannexation Development Agreement: Avenue 9E South of 32nd Street

SUMMARY RECOMMENDATION:

Authorize a Preannexation Development Agreement for the property located on Avenue 9E South of 32nd Street (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The approval of this Preannexation Development Agreement will facilitate the development of the property furthering the City Council's strategic outcome of Safe and Prosperous.

REPORT:

John Condon (Owner) owns the parcel located on Avenue 9E, south of 32nd Street (APN 699-36-208) (Property) and has requested a Preannexation Development Agreement to connect to City of Yuma services. The Owner's intent is to develop the Property with a tiny home development for veterans.

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

The attached resolution authorizes a Preannexation Development Agreement with John Condon for the property shown on the location map attached to the Agreement.

FISCAL REQUIREMENTS:

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

TOTAL \$ 0.00

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

FISCAL IMPACT STATEMENT:

NOT APPLICABLE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A PREANNEXATION DEVELOPMENT AGREEMENT WITH JOHN CONDON FOR ASSESSOR PARCEL NUMBER 699-36-208 LOCATED ON AVENUE 9E, SOUTH OF 32ND STREET

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

WHEREAS, the owners of certain real property identified as APN 699-36-208 (the Property) desire to annex the Property into the municipal boundaries of the City, but the Property does not meet the statutory annexation requirements at this time; and,

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

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

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

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

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

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

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

**EXHIBIT A
RESOLUTION NO. R2025-062**

PREANNEXATION DEVELOPMENT AGREEMENT

This PREANNEXATION DEVELOPMENT AGREEMENT (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between John Condon (“Owner”), as the owner of the real property identified as APN 699-36-208, more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

1. Development Agreement. This Agreement, together with all attached exhibits, is a Development Agreement within the meaning of Arizona Revised Statutes § 9-500.05. On the condition that all of the terms and covenants of this Agreement are complied with in a prompt and timely manner, this Agreement shall also constitute a contractual commitment of the City to furnish water service to the Property outside of the City’s municipal boundaries pursuant to *Yuma Valley Land Co., LLC. v City of Yuma*, 227 Ariz. 28 (2011).

2. Term. In consideration of the City’s commitment to furnish water service and, if sanitary sewer service should become available in the City’s normal course of construction, sanitary sewer service to any existing or future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first. Normal course of construction shall be interpreted to mean when such sanitary sewer service is available in the City’s absolute discretion and on the City’s schedule. In accordance with the Parties’ intent, the furnishing of water service shall begin on the Effective Date, either prior to or after annexation.

3. Annexation. Owner agrees to petition for and hereby consents to annexation of the Property into the City of Yuma pursuant to A.R.S. § 9-471. Owner’s agreement to annex shall operate as a covenant upon the Property, and upon recording this Preannexation Development Agreement, such covenant shall run with the land and with title to the Property until annexation is complete and no longer subject to referendum or appeal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. City and Owner Cooperation.

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

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

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

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

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

To Owners:
John Condon
13802 E. Gatewood Lane
Yuma, AZ 85367

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

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

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

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

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

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

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

12. Owner Representations. Owner represents and warrants that:

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

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

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

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

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

Dated this _____ day of _____, 2025.

CITY:
CITY OF YUMA

OWNER:
John Condon

By _____
John D. Simonton
Acting City Administrator

By _____
John Condon
Owner

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Richard W. Files
City Attorney

ACKNOWLEDGMENTS

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by John Condon.

NOTARY PUBLIC

COMMISSION EXPIRATION:

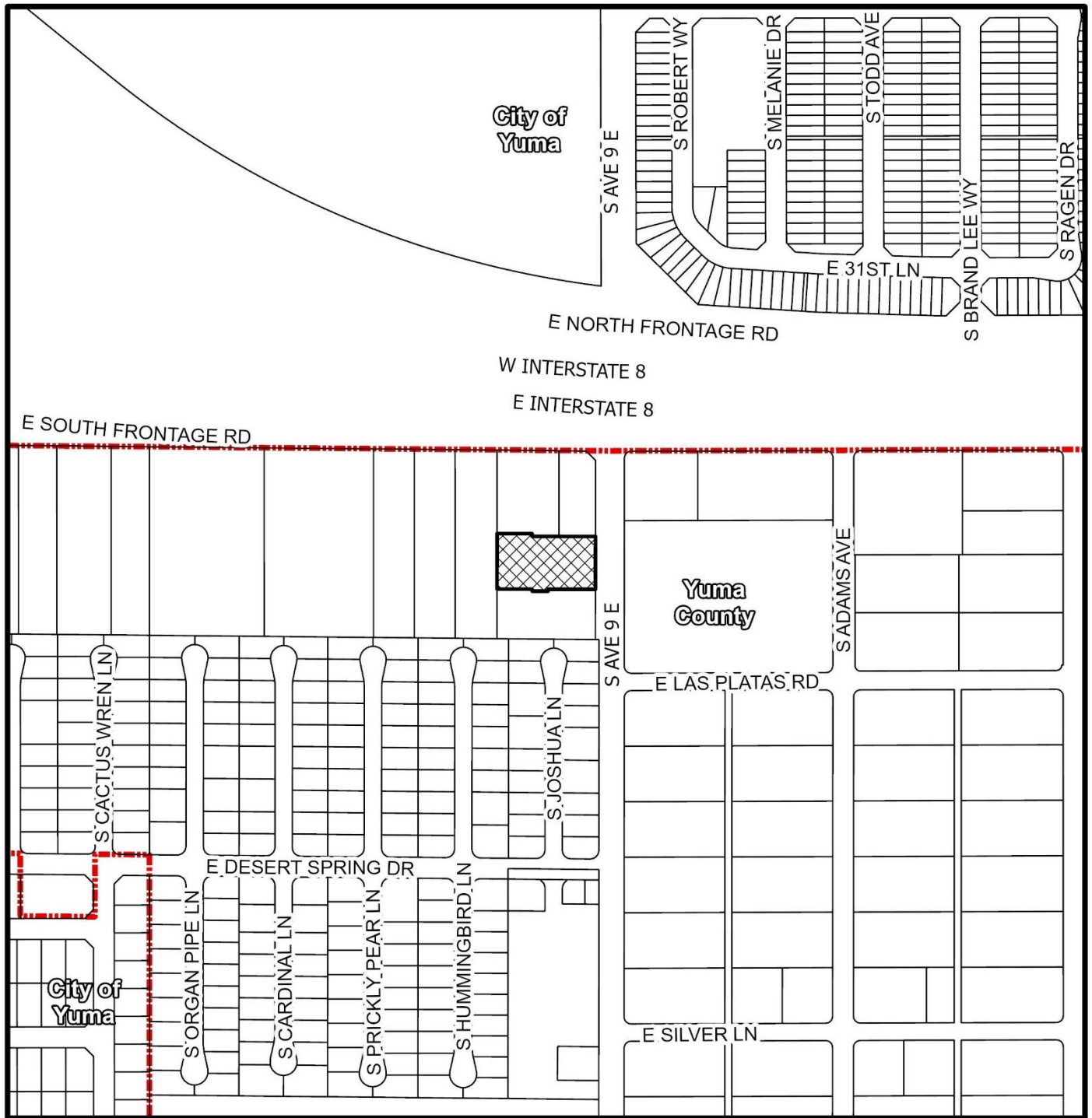
EXHIBIT 1

Legal Description of APN 699-36-208

That portion of the Northeast Quarter Section 11, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona, and being more particularly described as follows:

Parcel B of the “Plaza 9E Parcel Map” as recorded in Book 6 of Surveys, Page 47 and recorded in Fee# 2008-05650, Dated 02/26/2008 in the Yuma County Recorder’s Office, City of Yuma, Arizona.

Containing 1.013 acres more or less.



LOCATION MAP



LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by: EP



Community Planning and
Neighborhood Services GIS

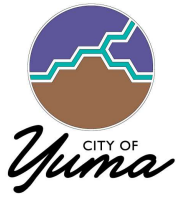
Date: 5/1/2025

Revised:

Revised:

Case #:

AGR-44057-2025



City of Yuma

City Council Report

File #: R2025-063

Agenda Date: 6/4/2025

Agenda #: 12.

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

TITLE:

Order Improvements: Municipal Improvement District No. 134 Butler Estates Unit No. 1 Subdivision

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No.134 to serve Butler Estates Unit No. 1 Subdivision, 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. 134 shall be assessed upon the properties in MID No. 134 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 as it relates to 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 for the statutory purposes through a development condition. The developer submitted the petition to create MID No. 134 and represented all of the

real property owners within the MID. On May 7, 2025, City Council adopted Resolution No. R2025-043 creating MID No. 134 for Landscape Improvements serving Butler Estates Unit No. 1.

Following the adoption of R2025-043, 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 R2025-043 by City Council, City staff submitted the creation of MID No. 134 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. 134'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. 134's Landscape Improvements on all of the property in the MID.

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. 134 and orders improvements for MID No. 134's Landscape Improvements serving Butler Estates Unit No. 1.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 134, SERVING BUTLER ESTATES UNIT NO. 1 SUBDIVISION, 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 BUTLER ESTATES UNIT NO. 1 SUBDIVISION, 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 ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 134; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-043 declaring the intention to create Maintenance Improvement District (MID) No. 134 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 Butler Estates Unit No. 1 Subdivision housing development; and,

WHEREAS, the petition to form MID No. 134 was signed by all of the real property owners within the proposed MID and A.R.S. § 48-574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provisions of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S. § 48-578; and,

WHEREAS, a legal description of the boundary for MID No. 134 and a diagram for MID No. 134 has been presented to City Council for consideration in this declaration of intention to order improvements to MID No. 134 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. 134 serving Butler Estates Unit No. 1 Subdivision. 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. 134 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. 134. City Council orders the cost and expense for the Landscape Improvements of MID No. 134 be chargeable upon the real property within MID No. 134, as described in Exhibit A attached. City Council declares that MID No. 134 is benefited by the Landscape Improvements and the real and personal properties within MID No. 134 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. 134, 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. 134 are omitted from the real and personal property of MID No. 134 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 within MID No. 128. of.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

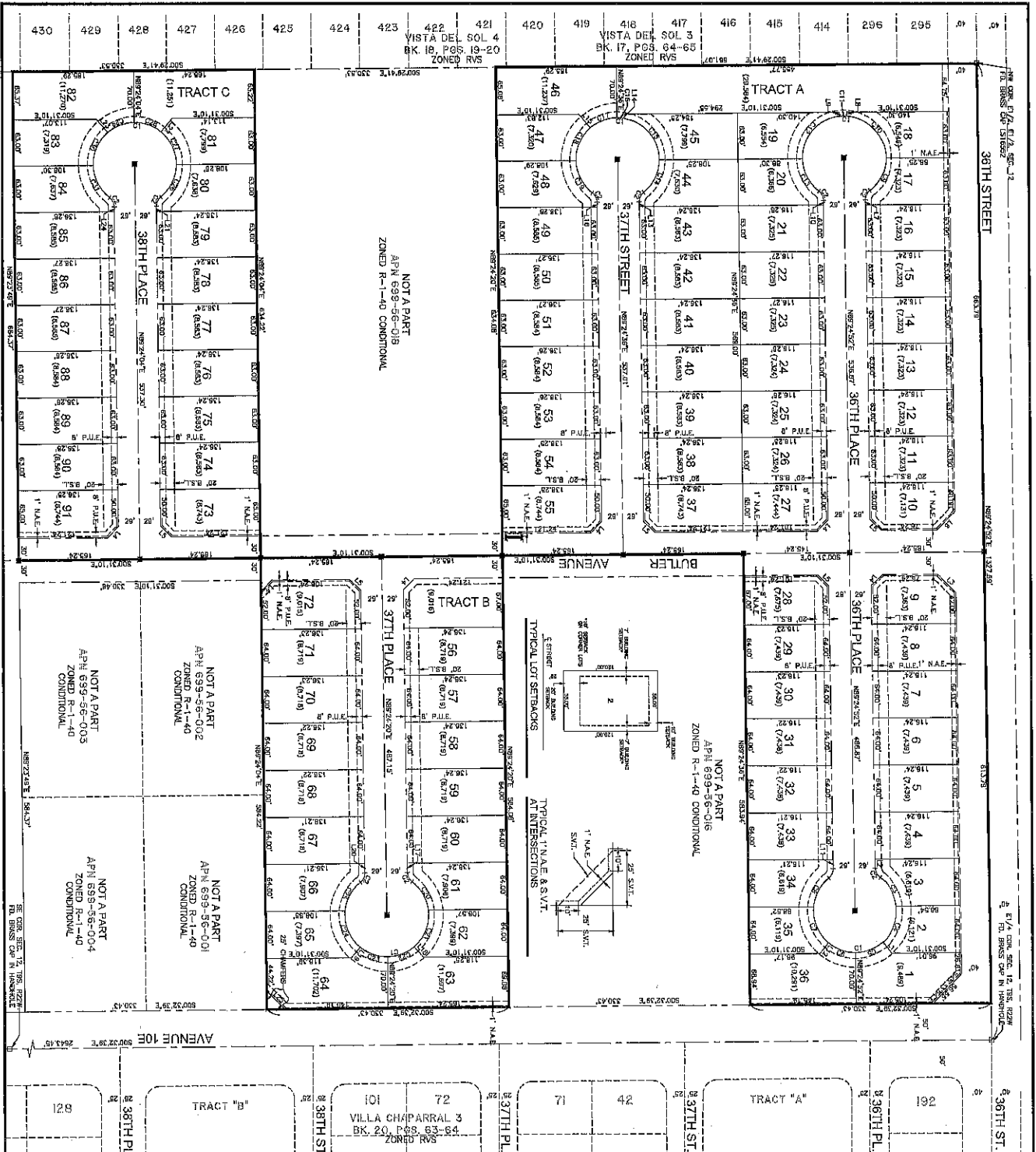
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT "A"



FINAL PLAT

BUTLER ESTATES UNIT 1

A RESUBDIVISION OF LOTS 13-15, 17, 19 OF THE
RANCHO DEL TORO SUBDIVISION
AS RECORDED IN BOOK 4 PAGE 100
YUMA COUNTY RECORDS
ALL IN SECTION 12 T. 9S. R. 22W.
G. & S. R.B.M., YUMA, ARIZONA
APN 639-56-003

NOTES

1. LOT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.
2. ALL MEASUREMENTS SHOWN ON THIS PLAT.

ZONING

THE PLAT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.

MAP NOTES

- 1. LOT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.
- 2. ALL MEASUREMENTS SHOWN ON THIS PLAT.

OWNER & DEVELOPER:

SPRINT HOLDINGS, L.L.C.
180 S. MADISON AVENUE, STE. #2
YUMA, ARIZONA 85304
(928) 311-5344

OWNER & DEVELOPER:

SPRINT HOLDINGS, L.L.C.
180 S. MADISON AVENUE, STE. #2
YUMA, ARIZONA 85304
(928) 311-5344

NOTES

1. LOT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.
2. ALL MEASUREMENTS SHOWN ON THIS PLAT.

ZONING

THE PLAT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.

MAP NOTES

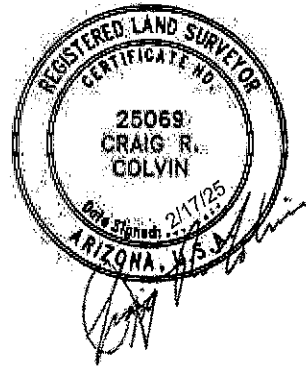
- 1. LOT SPOTS WILL NOT BE REPRINTED WITHIN THIS SUBDIVISION.
- 2. ALL MEASUREMENTS SHOWN ON THIS PLAT.

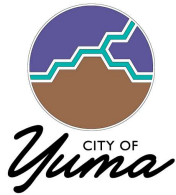
EXHIBIT "A"

LEGAL DESCRIPTION OF THE BUTLER ESTATES UNIT 1 SUBDIVISION

Lots 13, 14, 15, 17 and 19 of the Ranchos El Toreo subdivision as recorded in Book 4 of Plats, Page 100, records of Yuma County.

Containing 24.432 acres more or less.





City of Yuma

City Council Report

File #: R2025-064

Agenda Date: 6/4/2025

Agenda #: 13.

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

TITLE:

Order Improvements: Municipal Improvement District No. 132 Butler Estates Unit No. 2 Subdivision

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No.132 to serve Butler Estates Unit No. 2 Subdivision, 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. 132 shall be assessed upon the properties in MID No. 132 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 as it relates to 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. 132 and represented all of the real property owners within

the MID. On May 7, 2025, City Council adopted Resolution No. R2025-041 creating MID No. 132 for Landscape Improvements serving Butler Estates Unit No. 2.

Following the adoption of R2025-041, 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 R2025-041 by City Council, City staff submitted the creation of MID No. 132 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. 132'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. 132's Landscape Improvements on all of the property in the MID according to the 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. 132 and orders improvements for MID No. 132's Landscape Improvements serving Butler Estates Unit No. 2.

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 132, SERVING BUTLER ESTATES UNIT NO. 2 SUBDIVISION, 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 BUTLER ESTATES UNIT NO. 2 SUBDIVISION, 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 ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 132; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-041 declaring the intention to create Maintenance Improvement District (MID) No. 132 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 Butler Estates Unit No. 2 Subdivision housing development; and,

WHEREAS, the petition to form MID No. 132 was signed by all of the real property owners within the proposed MID and A.R.S. § 48-574(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 posting of the resolution of intention provided for in A.R.S. § 48-578; and,

WHEREAS, a legal description of the boundary for MID No. 132 and a diagram for MID No. 132 has been presented to City Council for consideration in this declaration of intention to order improvements to MID No. 132 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. 132 serving Butler Estates Unit No. 2 Subdivision. 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. 132 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. 132. City Council orders the cost and expense for the Landscape Improvements of MID No. 132 be chargeable upon the real property within MID No. 132, as described in Exhibit A attached. City Council declares that MID No. 132 is benefited by the Landscape Improvements and the real and personal properties within MID No. 132 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. 132, 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. 132 are omitted from the real and personal property of MID No. 132 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 within MID No. 132.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

EXHIBIT A
BUTLER ESTATES UNIT 2
LEGAL DESCRIPTION

APN 699-56-016

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 16 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-018

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Lot 18 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-001

That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

The Northeast quarter of Lot 20 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

LEGAL DESCRIPTION
APN 699-56-002

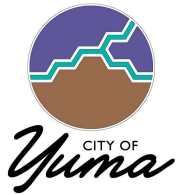
That portion of the East half of the Southeast quarter of Section 12, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

The Northwest quarter of Lot 20 of Ranchos El Tereo Subdivision as recorded in Book 4 of Plats, Page 100, Yuma County Records.

The parcels above contain 12.5956 acres, more or less.

EXHIBIT A **BUTLER ESTATES SUBDIVISION (UNIT 2)**





City of Yuma

City Council Report

File #: R2025-065

Agenda Date: 6/4/2025

Agenda #: 14.

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

TITLE:

Order Improvements: Municipal Improvement District No. 133 Kahuna Estates

SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No. 133 to serve Kahuna Estates, 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. 133 shall be assessed upon the properties in MID No. 133 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. (Planning & Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This MID assists in furthering the City Council's strategic outcomes as it relates to 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. 133 and represented all of the real property owners within the MID. On May 7, 2025, City Council adopted Resolution No. R2025-042 creating MID No. 133 for

Landscape Improvements serving Kahuna Estates Subdivision.

Following the adoption of R2025-042 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 R2025-042 by City Council, City staff submitted the creation of MID No. 133 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. 133'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. 133'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. 133 and orders improvements for MID No. 133's Landscape Improvements serving Kahuna Estates 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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 133 SERVING KAHUNA ESTATES, 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 KAHUNA ESTATES 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 ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 133 SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES (A.R.S.) TITLE 48, CHAPTER 4, ARTICLE 2

WHEREAS, City Council adopted Resolution R2025-042 declaring the intention to create Maintenance Improvement District (MID) No. 133 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 Kahuna Estates housing development; and,

WHEREAS, the petition to form MID No. 133 was signed by all of the real property owners within the proposed MID; and,

WHEREAS, 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 posting of the resolution of intention provided for in A.R.S. § 48-578; and,

WHEREAS, a legal description of the boundary for MID No. 133 and a diagram for MID No. 133 has been presented to City Council for consideration in this declaration of intention to order improvements to MID No. 133 as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for MID No. 133 serving Kahuna Estates. 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. 133 are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and land within the described real property of MID No. 133. City Council orders the cost and expense for the Landscape Improvements of MID No. 133 be chargeable upon the real property within MID No. 133, as described in Exhibit A attached. City Council declares that MID No. 133 is benefited by the Landscape Improvements and the real properties within MID No. 133 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. 133, 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. 133 are omitted from the real and personal property of MID No. 133 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 the 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. 133.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls Mayor

ATTESTED:

Lynda L. Bushong City
Clerk

APPROVED AS TO FORM:

Richard W. Files City
Attorney

EXHIBIT "A"
Kahuna Estates
Legal Description

PARCEL NO.1:

That part of Government Lot 3 of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, as found in that certain Record of Survey document recorded in Book 6 of Surveys, pages 67 thru 68, records of Yuma County, Arizona, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, being also the Northeast corner of said Government Lot 3;

Thence North 89°49'33" West a distance of 400.00 feet to a point;

Thence South 00°33'41" East a distance of 80.00 feet to a point and the TRUE POINT OF BEGINNING;

Thence South 89°49'33" East a distance of 163.40 feet to a point;

Thence South 00°33'41" East a distance of 283.00 feet to a point;

Thence North 89°49'33" West a distance of 163.40 feet to a point;

Thence North 00°33'41" West a distance of 283.00 feet and the TRUE POINT OF BEGINNING;

PARCEL NO.2:

That part of Government Lot 3 of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, as found in that certain Record of Survey recorded in Book 6 of Surveys, pages 67 thru 68, records of Yuma County, Arizona, being more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6, being also the Northeast corner of said Government Lot 3;

Thence North 89°49'33" West a distance of 400.00 feet to a point;

Thence South 00°33'41" East a distance of 80.00 to a point;

Thence South 89°49'33" East a distance of 163.40 feet to a point, being the TRUE POINT OF BEGINNING;

Thence continuing South 89°49'33" East a distance of 14.60 feet to a point;

Thence South 45°11'37" East a distance of 106.74 feet to a point;

Thence South 00°33'41" East a distance of 208.00 feet to a point;

Thence North 89°49'33" West a distance of 89.60 feet to a point;

Thence North 00°33'41" West 283.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO.3:

A portion of property located at the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, also described in record of Survey Parkway Place, recorded in Book 6 of Surveys, pages 67 and 68, record of Yuma County, Arizona, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 6 as described in said Record of Survey Parkway Place;

Thence North 89°49'33" West (record) along the Northline of said Northeast quarter of the Northeast quarter of the Northwest quarter a distance of 400.00 feet (record) to a point;

Thence South $00^{\circ}33'41''$ East (record) a distance of 80.00 feet (record) to a point lying on the Northwest corner of the parcel described in the said Record of Survey, also being the Northwest corner of real property described in Quitclaim Deed, recorded as Fee No. 2008-35474, YCR, point being the True Point of Beginning;

Thence South $89^{\circ}49'33''$ East (record) along a line that is parallel with and 80.00 feet South of the Northline of the said Northeast quarter of the Northeast quarter of the Northwest quarter, also being the North line of the real property described in the said Record of Survey and said Quitclaim Deed, a distance of 178.00 feet (record) to a point;

Thence South $45^{\circ}11'37''$ East (record) along the corner triangle a distance of 106.74 feet (record) to a point;

Thence North $00^{\circ}33'41''$ West (calculated) along a Northerly projection of the East line of said real property described in the said Record of Survey and Parcel 2 of the said Quitclaim Deed, a distance of 47.00 feet (calculated), more or less to a point;

Thence North $45^{\circ}11'37''$ West (calculated), a distance of 56.93 feet (calculated), more or less to a point lying 68.00 feet, more or less South of the North line of said Northeast quarter of the Northeast quarter of the Northwest quarter;

Thence North $89^{\circ}49'33''$ West (calculated) along a line that is parallel to and 68.00 feet South of the North line of said Northeast quarter of the Northeast quarter of the Northwest quarter, a distance of 212.76 feet (calculated), more or less to a point;

Thence South $00^{\circ}33'41''$ West (calculated), a distance of 12.00 feet (calculated), more or less to the True Point of Beginning.

EXHIBIT "A"

KAHUNA ESTATES SUBDIVISION
A PORTION OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 6,
TOWNSHIP 09 SOUTH, RANGE 23 WEST, G. & S. R. B. & M., YUMA COUNTY, AZ
MARCH 2025 ACREAGE: 1.69 AC

FINAL PLAT



OWNER OF RECORD:

DEDICATION

ACKNOWLEDGMENT

KEYNOTES

LOT AREAS

TABLE F

TABLE G

TABLE H

TABLE I

TABLE J

TABLE K

TABLE L

TABLE M

TABLE N

TABLE O

TABLE P

TABLE Q

TABLE R

TABLE S

TABLE T

TABLE U

TABLE V

TABLE W

TABLE X

TABLE Y

TABLE Z

TABLE AA

TABLE AB

TABLE AC

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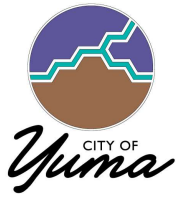
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City of Yuma

City Council Report

File #: R2025-067

Agenda Date: 6/4/2025

Agenda #: 15.

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

TITLE:

Resolution of Support - Paradise Cove West Wetland Designation as a Protected Surface Water

SUMMARY RECOMMENDATION:

Approve a Resolution of Support for the designation of the Paradise Cove West Wetland effluent channel as a waterbody pursuant to the Arizona Department of Environmental Quality rulemaking process. (Utilities/Administration) (Jeremy McCall)

STRATEGIC OUTCOME:

Supporting the designation of the Paradise Cove West Wetland as a protected surface water aligns with City Council's Respected and Responsible strategic outcome by demonstrating the City's commitment to environmental stewardship and regulatory integrity. This action reflects responsible wastewater management that balances ecological preservation with compliance and cost-effective operations.

REPORT:

The Figueroa Avenue Wastewater Treatment Facility has historically discharged its treated effluent into the Colorado River system via an effluent channel to the Colorado River. In 2019, the Arizona Department of Environmental Quality (ADEQ) determined that the effluent channel must now meet water quality standards without the benefit of a mixing zone located downstream-a change that has made it difficult to comply with discharge standards for nitrate and nitrite.

In response, staff considered constructing a new pipeline across federal lands to discharge directly into the Colorado River, which would allow the Figueroa facility to use a mixing zone for compliance purposes. With the pipeline/mixing zone alternative, the wetland (built as part of a federal wetlands mitigation effort and which depends on receiving the Figueroa facility's discharge) would likely disappear without the effluent stream. Based on these findings and with support from stakeholders-the Bureau of Reclamation, the Cocopah Indian Tribe, and U.S. Customs and Border Protection -- ADEQ began exploring the option of designating the Paradise Cove West Wetland as a distinct and definable waterbody.

In July 2024 ADEQ sent a team to Yuma to survey the Paradise Cove West Wetland and consulted with the Environmental Protection Agency (EPA). The agencies agreed that the effluent-fed side channel could qualify as a water of the state, but doing so would require legislative action through a formal rulemaking process.

The Paradise Cove West Wetland was originally created by the Bureau of Land Management to offset habitat impacts from federal vegetation control efforts. Because the wetland and its effluent channel lack a formal designated use, the default water quality standards of the Colorado River apply. These include standards for Domestic Water Source use, despite the absence of any actual drinking water intakes in the wetland or downstream. This default application imposes a significant regulatory burden on the Figueroa Avenue Wastewater Treatment Plant, especially for nitrate and nitrite levels, despite no known threat to public health or the environment.

The proposed resolution expresses City Council support for designating the Paradise Cove West Wetland as a protected surface water under Appendix B of the Arizona Administrative Code. This designation is a key part of a sensible rulemaking effort that balances environmental protection with economic practicality. The proposed rule will preserve an important mitigation wetland and allow the Figueroa Avenue facility to continue discharging treated effluent without the need for expensive upgrades to meet inappropriate standards.

ADEQ has worked closely with the City of Yuma, the Bureau of Reclamation, the Bureau of Land Management, the Cocopah Tribe, and other stakeholders in developing this proposed rulemaking. This collaborative process offers a rare opportunity to align sound environmental stewardship with practical wastewater management.

Staff is requesting a formal resolution of support from City Council for this proposed designation, to be submitted to ADEQ during the public comment period, which runs from May 9, 2025, through June 8, 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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

RESOLUTION NO. R2025-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, SUPPORTING THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY PROPOSAL TO IDENTIFY A NEW WATER BODY IN ARIZONA'S SURFACE WATER QUALITY STANDARDS AND ASSIGN APPROPRIATE DESIGNATED USES TO MAINTAIN THE STATUS QUO FOR THE DISCHARGE OF TREATED EFFLUENT FROM YUMA'S FIGUEROA AVENUE WATER POLLUTION CONTROL FACILITY

WHEREAS, Yuma's Figueroa Avenue Water Pollution Control Facility (WPCF) has discharged treated effluent to the Colorado River under a valid Clean Water Act section 402 permit for decades; and,

WHEREAS, the Arizona Department of Environmental Quality (ADEQ) modified the Figueroa Avenue WPCF discharge permit in August 2023 to require the discharge water quality to meet domestic water source standards; and,

WHEREAS, at some point prior to 2021 federal government agencies constructed a managed wetland, known as Paradise Cove West, adjacent to and relying on the discharge of Yuma's treated effluent as a water source; and,

WHEREAS, ADEQ's permit modification required Yuma to begin planning for a pipeline to convey the discharge point from its current location in the managed wetland to a location in the main channel of the Colorado River; and,

WHEREAS, this planning effort prompted coordination and collaboration among Yuma, ADEQ, the federal government agencies, and the Cocopah Indian Tribe, which is planning a river restoration project immediately downstream of the current discharge location and relying on Yuma's treated effluent as a water source without prior consultation with Yuma; and,

WHEREAS, the multi-jurisdictional coordination and collaboration led the parties to identify an option to maintain the status quo for the discharge of Yuma's treated effluent by revising Arizona's surface water quality standards to identify a new water body and assigning the appropriate designated uses to protect the water quality of the new water body; and,

WHEREAS, ADEQ has formally proposed such an action in a Notice of Proposed Rulemaking dated May 9, 2025 (31 A.A.R. 1529) and provided an opportunity for public comment; and,

WHEREAS, in addition to this Resolution of Support, the City of Yuma Utilities Department will prepare additional written comments on behalf of Yuma; and,

WHEREAS, the proposed rule to revise Arizona's surface water quality standards will eliminate the need for Yuma to construct a pipeline through federal property to relocate the discharge point to the main channel of the Colorado River and allow Yuma to continue to discharge its treated

effluent in its current location; and,

WHEREAS, the Notice of Proposed Rulemaking will maintain the water source for the federal managed wetland and the Cocopah Indian Tribe's river restoration project so long as Yuma has not identified an alternative use of its treated effluent; and,

WHEREAS, the Yuma City Council appreciates the coordination and collaboration among the multiple jurisdictions and ADEQ's use of its rulemaking authority to meet their respective needs.

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

SECTION 1: The City of Yuma strongly supports the ADEQ proposal in the Notice of Proposed Rulemaking.

SECTION 2: The City of Yuma requests that ADEQ and the Governor's Regulatory Review Council finalize and adopt the proposed rule on the fastest schedule allowed by law.

SECTION 3: The City Administrator, with the assistance of the City Clerk's Office, is authorized and directed to prepare a cover letter for submission of this Resolution of Support to ADEQ on or before June 6, 2025.

Adopted this ____ day of June, 2025

APPROVED:

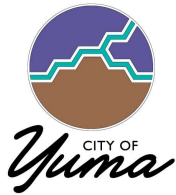
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-016

Agenda Date: 5/21/2025

Agenda #: 1.

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

TITLE:

Rezoning of Properties: 19 A, LLC

SUMMARY RECOMMENDATION:

Rezone approximately 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District, for the properties located at the northeast corner of W. 96th Street and S. Avenue A. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

The subject properties are located at the northeast corner of 96th Street and Avenue A and are approximately 160 acres in total. Since being annexed into the City of Yuma on July 3, 2009, the properties have been subject to several general plan amendments. The area is part of the Estancia Development Area, which was planned as a mixed-use development comprised of 3,741.5 acres. The Estancia Development Area has not materialized, leaving much of the land predominantly farmland. The most recent approved General Plan Amendment request changed the land use designation from Low Density Residential, Resort, Recreation & Open Space, Business Park, and Public/Quasi-Public to Industrial. The properties are currently zoned Agriculture (AG), have historically been used for farming, and are now operated as lemon groves.

With this request the applicant is seeking to rezone the 160 acres to the Heavy Industrial (H-I) District for the development of heavy industrial uses. The Heavy Industrial (H-I) District would allow for a variety of principal uses such as any use allowed in the Light Industrial (L-I) District, military installations and support facilities, airports and related activities, including heliports, aircraft-related uses including air transport of goods, materials or passengers. In addition, the Heavy Industrial (H-I) District would allow conditional uses such as utility plants, any uses allowed in the General Commercial (B-2) District, except medical care facilities, extraction, processing or packing of raw materials, including agricultural products, and any use which requires a state or federal agency permit, license or other type of certification for the use or handling of dangerous materials.

Further specified in 154-09.03, the following are some of the development standards required of a development within the Heavy Industrial (H-I) District:

1. A minimum area for the Heavy Industrial (H-I) District shall be 20 acres;
2. A minimum lot area within any Heavy Industrial District shall be 20,000 square feet;
3. Any building, outdoor area, or portion thereof where the public may be received, shall be set back a minimum distance of 20 feet from any public or private street right-of-way;
4. Landscaping is required for yards fronting on any public or private street and shall not be used for parking, loading or product display;
5. All activities not within an enclosed building shall be enclosed by a minimum six foot high security fence, provided, however, that any dismantling, salvage or wrecking yards shall be screened by a solid fence or wall, and no materials shall be stored in such a manner as to project or be visible above the wall or fence when viewed from any public street right-of-way;
6. Off-street parking and loading shall be in accordance with the parking regulations of the zoning code;
7. Exterior lighting fixtures shall be arranged and located so as to direct the light away from any public or private street.

At this time there is no specific industrial use or design for the site. The developer is aware of the need for right-of-way dedications for road improvements, potential traffic impacts and the lack of City utilities and City emergency services.

The request to rezone the property from the Agriculture (AG) District to the Heavy Industrial (H-I) District conforms with the General Plan as requested by the applicant.

On April 14, 2025, the Planning and Zoning Commission voted 4-0 to recommend approval of the request to rezone approximately 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District for the properties located at the northeast corner of W. 96th Street and S. Avenue A, Yuma, AZ, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. Owner/developer shall dedicate rights-of-way, such that the City of Yuma obtains 40 feet half width (collector street standard) along:
 - 96th Street (County 19th Street)
 - 4th Avenue
 - 92nd Street (County 18 ½ Street)
 - Avenue A
4. Owner/Developer shall dedicate corner triangles with a leg length of 40 feet and additional right-of-way for turn lane widening, as per Figure 3 of the 2005/2007 Major Roadways Plan with a collector street standard, at the four outside corners of the property involved in the rezone request.
5. Owner/Developer shall record a waiver acknowledging that there is no City water, City sewer, or City emergency services within the local development area. Emergency services response times will be extended due to the travel distance from existing City of Yuma Police and Fire stations, or other mutual aid stations, to this location, and services will be limited due in part due to the lack of water infrastructure.
6. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of

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

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMISSION MEETING MINUTES:

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

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT'S REPRESENTATIVE

None

PUBLIC COMMENT

None

Motion by Chelsea Malouff-Craig, second by Lorraine Arney to APPROVE ZONE-43671-2025 as presented. Motion carried unanimously, (4-0) with two 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	
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FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

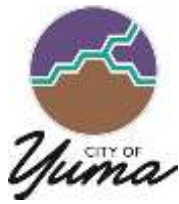
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/14/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/12/2025



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

Hearing Date: April 14, 2025

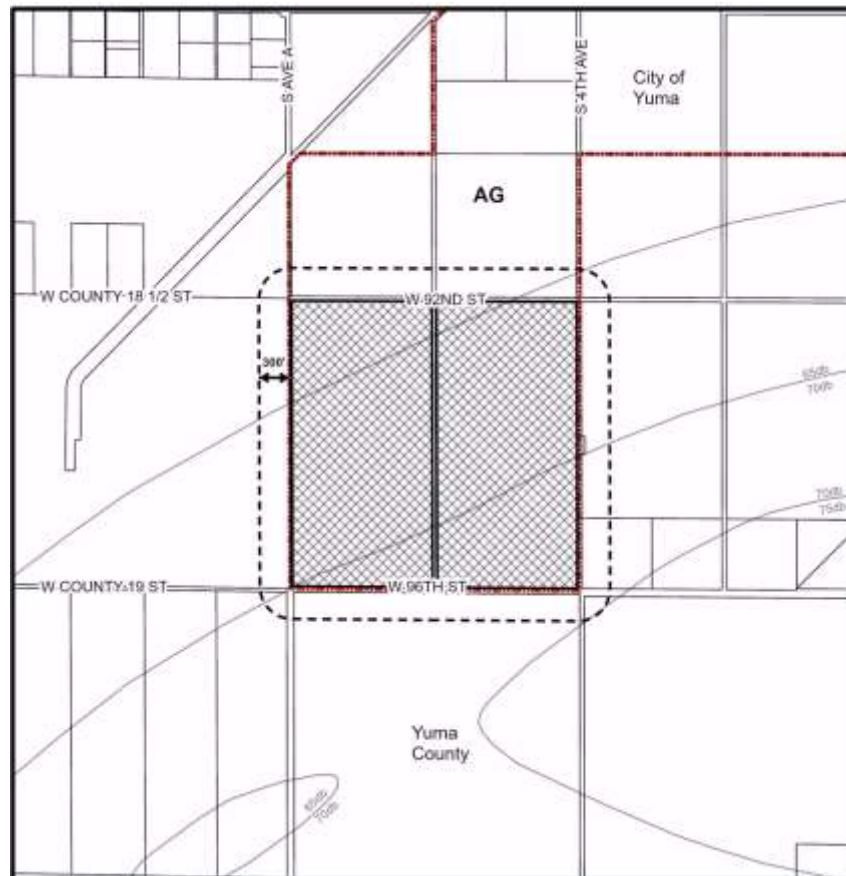
Case Number: ZONE-43671-2025

Project Description/
Location:

This is a request by Dahl Robins and Associates, Inc., on behalf of 19 A, LLC, to rezone approximately 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District, for the properties located at the northeast corner of W. 96th Street and S. Avenue A, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agriculture (AG) District	Agriculture	Industrial
North	Agriculture (AG) District	Agriculture	Low Density Residential, Resort/Recreation/Open Space
South	County Rural Area-10 (RA-10)	Agriculture	Agriculture
East	County Rural Area-10 (RA-10)	Agriculture	Agriculture
West	County Rural Area-10 (RA-10)	Agriculture	County Agricultural/Rural Residential

Location Map



Prior site actions: Pre-Annexation Agreement: Res. R2009-31 (June 15, 2009); Annexation: Ord. O2009-39 (July 3, 2009); General Plan Amendment: GP-2009-003, Resolution R2009-87 (November 18, 2009) Major Amendment to change land use designation to a mix of uses; General Plan Amendment: GP-42834-2024, Resolution R2024-066 (November 20, 2024) Major Amendment to change land use designation to Industrial.

Staff Recommendation: Staff recommends **APPROVAL** of the rezoning from the Agriculture (AG) District to the Heavy Industrial (H-I) District, subject to the conditions shown in Attachment A.

Suggested Motion: Move to **APPROVE** Rezone ZONE-43671-2025 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 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District for the properties located at the northeast corner of W. 96th Street and S. Avenue A, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The subject properties are located at the northeast corner of 96th Street and Avenue A and are approximately 160 acres in total. Since being annexed into the City of Yuma on July 3, 2009, the properties have been subject to several general plan amendments. The area is part of the Estancia Development Area, which was planned as a mixed-use development comprised of 3,741.5 acres. The Estancia Development Area has not materialized, leaving much of the land predominantly farmland. The most recent approved General Plan Amendment request changed the land use designation from Low Density Residential, Resort, Recreation & Open Space, Business Park, and Public/Quasi-Public to Industrial. The properties are currently zoned Agriculture (AG), have historically been used for farming, and are now operated as lemon groves.

With this request the applicant is seeking to rezone the 160 acres to the Heavy Industrial (H-I) District for the development of heavy industrial uses. The Heavy Industrial (H-I) District would allow for a variety of principal uses such as any use allowed in the Light Industrial (L-I) District, military installations and support facilities, airports and related activities, including heliports, aircraft-related uses including air transport of goods, materials or passengers. In addition, the Heavy Industrial (H-I) District would allow conditional uses such as utility plants, any uses allowed in the General Commercial (B-2) District, except medical care facilities, extraction, processing or packing of raw materials, including agricultural products, and any use which requires a state or federal agency permit, license or other type of certification for the use or handling of dangerous materials.

Further specified in 154-09.03, the following are some of the development standards required of a development within the Heavy Industrial (H-I) District:

1. A minimum area for the Heavy Industrial (H-I) District shall be 20 acres;
2. A minimum lot area within any Heavy Industrial District shall be 20,000 square feet;

3. Any building, outdoor area, or portion thereof where the public may be received, shall be set back a minimum distance of 20 feet from any public or private street right-of-way;
4. Landscaping is required for yards fronting on any public or private street and shall not be used for parking, loading or product display;
5. All activities not within an enclosed building shall be enclosed by a minimum six foot high security fence, provided, however, that any dismantling, salvage or wrecking yards shall be screened by a solid fence or wall, and no materials shall be stored in such a manner as to project or be visible above the wall or fence when viewed from any public street right-of-way;
6. Off-street parking and loading shall be in accordance with the parking regulations of the zoning code;
7. Exterior lighting fixtures shall be arranged and located so as to direct the light away from any public or private street.

At this time there is no specific industrial use or design for the site. The developer is aware of the need for right-of-way dedications for road improvements, potential traffic impacts and the lack of City utilities and City emergency services.

The request to rezone the property from the Agriculture (AG) District to the Heavy Industrial (H-I) District conforms with the General Plan as requested by the applicant.

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

Land Use Element:									
Land Use Designation:				Industrial					
Issues:				Provision of services and protection of agriculture					
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
County 19 th Street- 4 Lane Minor Arterial	50 FT HW	20 FT FW				
County 18 ½ Street- not identified	To be determined	40 FT FW				
Avenue A- not identified	To be determined	Varies				
4 th Avenue- not identified	To be determined	Varies				
Bicycle Facilities Master Plan	None					
YCAT Transit System	None					
Issues:	Roadway connections					

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

Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan								
Neighborhood Park:	Existing: Las Casitas Park				Future: Las Casitas Park			
Community Park:	Existing: Smucker Memorial Park				Future: Smucker Memorial Park			
Linear Park:	Existing: Eastmain Canal Linear Park				Future: Eastmain Canal Linear Park			
Issues:	No facilities planned in the area.							
Housing Element:								
Special Need Household:	N/A							
Issues:	Provisions of services							
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 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		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: Fire Station No. 2			Future: Fire Station No. 2				
Water Facility Plan:	Source:	City	X	Private	Connection:	None at this time		
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: None at this time		
Issues:	Connections to water and sewer are not available in this area.							
Safety Element:								
Flood Plain Designation:	500 Year Flood			Liquefaction Hazard Area:		Yes	No	X
Issues:	None							
Growth Area Element:								
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 th St		Avenue B & 32 nd St.			
	North End	Pacific Ave & 8 th St	Estancia	X	None			
Issues:	For the overall Estancia Area this is a minor change to the mix of land use.							

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

Yes. As noted in the Estancia General Plan amendment, the area is lacking in infrastructure for roads and utilities. Future development will need to address the infrastructure needs.

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

No. The rezoning is in conflict with the planned land uses identified in Resolution R2009-031 – the pre-annexation development agreement for the Estancia development. The land uses were amended by City Council via General Plan amendment case GP-42834-2024, adopted by Resolution R2024-066 on November 20, 2024.

Public Comments Received: None Received

External Agency Comments: See Attachment C.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: 3/18/2025

Final staff report delivered to applicant on: 3/31/2025

<input checked="checked" type="checkbox"/>	Applicant agreed with all of the conditions of approval on: 4/2/2025
<input type="checkbox"/>	Applicant did not agree with the following conditions of approval:
<input type="checkbox"/>	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

Attachments

A	B	C	D	E	F
Conditions of Approval	Agency Notifications	Agency Comments	Neighbor Notification List	Neighbor Postcard	Aerial Photo

Prepared By: *Erika Peterson*

Date: 3/25/2025

Erika Peterson
Senior Planner

(928)373-5000, x3071

Erika.Peterson@YumaAZ.Gov

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

Date: 3/25/25

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

Date: 03/31/25

ATTACHMENT A
CONDITIONS OF APPROVAL

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

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

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

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

3. Owner/developer shall dedicate rights-of-way, such that the City of Yuma obtains 40 feet half width (collector street standard) along:
 - 96th Street (County 19th Street)
 - 4th Avenue
 - 92nd Street (County 18 ½ Street)
 - Avenue A
4. Owner/Developer shall dedicate corner triangles with a leg length of 40 feet and additional right-of-way for turn lane widening, as per Figure 3 of the 2005/2007 Major Roadways Plan with a collector street standard, at the four outside corners of the property involved in the rezone request.
5. Owner/Developer shall record a waiver acknowledging that there is no City water, City sewer, or City emergency services within the local development area. Emergency services response times will be extended due to the travel distance from existing City of Yuma Police and Fire stations, or other mutual aid stations, to this location, and services will be limited due in part due to the lack of water infrastructure.

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

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

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

ATTACHMENT B

AGENCY NOTIFICATIONS

- **Legal Ad Published: The Sun** 03/21/25
- **300' Vicinity Mailing:** 02/24/25
- **34 Commenting/Reviewing Agencies noticed:** 02/27/25
- **Site Posted on:** 04/07/25
- **Neighborhood Meeting:** N/A
- **Hearing Date:** 04/14/25
- **Comments due:** 03/10/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	YES	2/27/2025			X
Yuma County Engineering	NR				
Yuma County Public Works	YES	2/28/2025	X		
Yuma County Water Users' Assoc.	YES	2/28/2025	X		
Yuma County Planning & Zoning	YES	3/6/2025			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 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	2/27/2025	X		
Ft. Yuma Quechan Indian Tribe	YES	2/27/2025	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	3/17/2025		X	X
Fire	YES	3/17/2025			X
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	2/28/2025			X
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT C **AGENCY COMMENTS**

<input checked="" type="checkbox"/> COMMENT <input type="checkbox"/> NO COMMENT			
<i>Enter comments below:</i>			
<p>The subject property is within the 65-70 dB noise contour. While land use and related structures for the intended business is compatible without restriction, measures to achieve NLR of 25 dB are recommended to be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas or where the normal noise level is low.</p>			
DATE:	2/27/25	NAME:	Gladys Brown
		TITLE:	Airport Director
AGENCY:	Yuma County Airport Authority, Inc.		
PHONE:	928-726-5882		
RETURN TO:	Erika Peterson		
	Erika.Peterson@YumaAZ.gov		

<input type="checkbox"/> Condition(s) <input checked="" type="checkbox"/> No Condition(s) <input checked="" type="checkbox"/> Comment			
<p>Enter conditions here: MCAS Yuma has reviewed this request for APN 212-16-011 / 012 and offer no conditions for the rezoning process. This location was previously under the AUX-II noise zones, which were recommended to be removed due to the number of aviation operations from this runway no longer meeting the minimum threshold. Once a development proposal is provided, MCAS Yuma would request that due to the proximity to the airfield, it is required that a Federal Aviation Administration (FAA) Form 7460-1 (Notice of Proposed Construction or Alteration) be electronically filed for review and approval, their website is: (https://oeaaa.faa.gov/oeaaa/external/portal.jsp). It is imperative that one filing is submitted per proposed structure that clearly identifies the building(s) four point coordinates, not just a single point in the center of the location. Thank you for the opportunity to review and comment.</p>			
DATE:	28 Feb 2025	NAME:	Antonio Martinez
		TITLE:	Community Liaison Specialist
CITY DEPT:	MCAS Yuma		
PHONE:	928-269-2103		
RETURN TO:	Erika Peterson		
	Erika.Peterson@YumaAZ.gov		

DATE:	3/17/2025	NAME:	Andrew McGarvie	TITLE:	Engineering Manager
AGENCY:	City of Yuma Engineering		PHONE:	928-373-5000, 3044	
<i>Enter comments below:</i>					
<p>Owner/Developer may have to provide offsite road construction/pavement to provide harden surfaces to the site for emergency vehicles.</p>					

DATE:	3/6/2025	NAME:	Richard Mungia	TITLE:	Senior Planner
AGENCY:	Yuma County of Development Services			PHONE:	928-817-5090
<i>Enter comments below:</i>					
Property is identified as Unique Farmland, other than prime by USDA Important Farmland maps.					

DATE:	3/17/2025	NAME:	Kayla Franklin	TITLE:	Fire Marshal
AGENCY:	City of Yuma Fire Department			PHONE:	928-373-5000, 3044
<i>Enter comments below:</i>					
Comments for awareness only: Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a paved surface, in accordance with the COY engineering standard for a local road. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Fire hydrants required per the adopted fire code.					

ATTACHMENT D
NEIGHBOR NOTIFICATION LIST

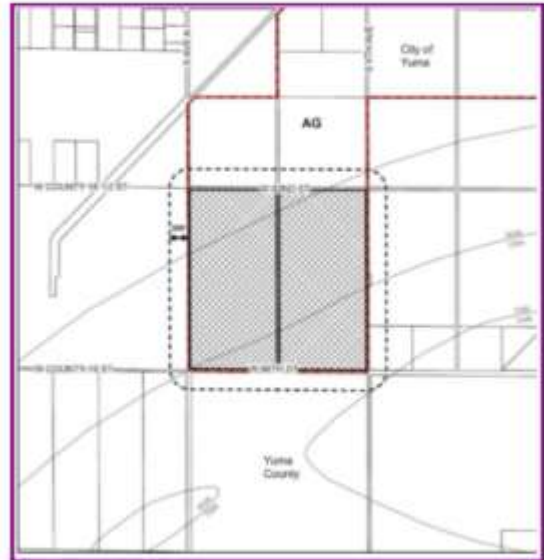
Property Owner	Mailing Address	City/State/Zip Code
19 A LLC	190 S MADISON AVE STE 2	YUMA, AZ 85364
CR&R INC	11292 WESTERN AVE	STANTON, CA 90680
RBC CITRUS LLC	416 E SOUTH AVE	FOWLER, CA 93625
STATE OF ARIZONA	1110 W WASHINGTON ST	PHOENIX, AZ 85007
YELLOWSTONE LAND COMPANY LLC	3064 S AVENUE B	YUMA, AZ 85364
YUMI DATE COMPANY LAND HOLDINGS LLC	5701 TRUXTUN AVE STE 201	BAKERSFIELD, CA 93309

**ATTACHMENT E
NEIGHBOR MAILING**

This is a request by Dahl Robins and Associates, Inc., on behalf of 19 A, LLC, to rezone approximately 160 acres from the Agriculture (AG) District to the Heavy Industrial (H-I) District, for the properties located at the northeast corner of W. 96th Street and S. Avenue A, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-43671-2025**

PUBLIC HEARING
04/14/2025@ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ



Because you are a neighbor within 300' of the northwest corner of west of the NEC of W. 96th Street and S. Avenue A, Yuma, AZ, you are invited to attend the public hearing to voice your comments. If you have questions or wish to submit written comments, please contact Erika Peterson by phone at (928) 373-5000 ext. 3071 or by email at Erika.Peterson@YumaAz.gov

ATTACHMENT F
AERIAL PHOTO



ORDINANCE NO. O2025-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, REZONING CERTAIN PROPERTY LOCATED IN THE AGRICULTURE (AG) DISTRICT TO THE HEAVY INDUSTRIAL (H-I) 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 April 14, 2025 in Zoning Case No: ZONE- 43671-2025 in the manner prescribed by law for the purpose of rezoning approximately 160 acres of real property hereafter described to the Heavy Industrial (H-I) 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 March 21, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE- 43671-2025 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: That the following described real property, depicted in Exhibit A, attached:

The West Half of the Southwest Quarter of Section 16, Township 10 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Blocks 12 and 13 per “Persian Gardens, Tract No. 1” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 2, Page 24, Dated: 9-28-1926; and

The East Half of the Southwest Quarter of Section 16, Township 10 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, Arizona and being more particularly described as follows:

Blocks 11 and 14 per “Persian Gardens, Tract No. 1” according to the plat as recorded in the Yuma County Recorder’s Office, Yuma County, Yuma Arizona, in Book 2, Page 24, Dated: 9-28-1926.

Containing a total of 6,969,600 square feet or 160.0 acres more or less.

shall be placed in the Heavy Industrial (H-I) 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 Heavy Industrial (H-I) 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 Heavy Industrial (H-I) District.

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

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134. 3.
3. Owner/developer shall dedicate rights-of-way, such that the City of Yuma obtains 40 feet half width (collector street standard) along:
 - 96th Street (County 19th Street)
 - 4th Avenue
 - 92nd Street (County 18 ½ Street)
 - Avenue A
4. Owner/Developer shall dedicate corner triangles with a leg length of 40 feet and additional right-of-way for turn lane widening, as per Figure 3 of the 2005/2007 Major Roadways Plan with a collector street standard, at the four outside corners of the property involved in the rezone request.
5. Owner/Developer shall record a waiver acknowledging that there is no City water, City sewer, or City emergency services within the local development area. Emergency services response times will be extended due to the travel distance from existing City of Yuma Police and Fire stations, or other mutual aid stations, to this location, and services will be limited due in part due to the lack of water infrastructure.

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 June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

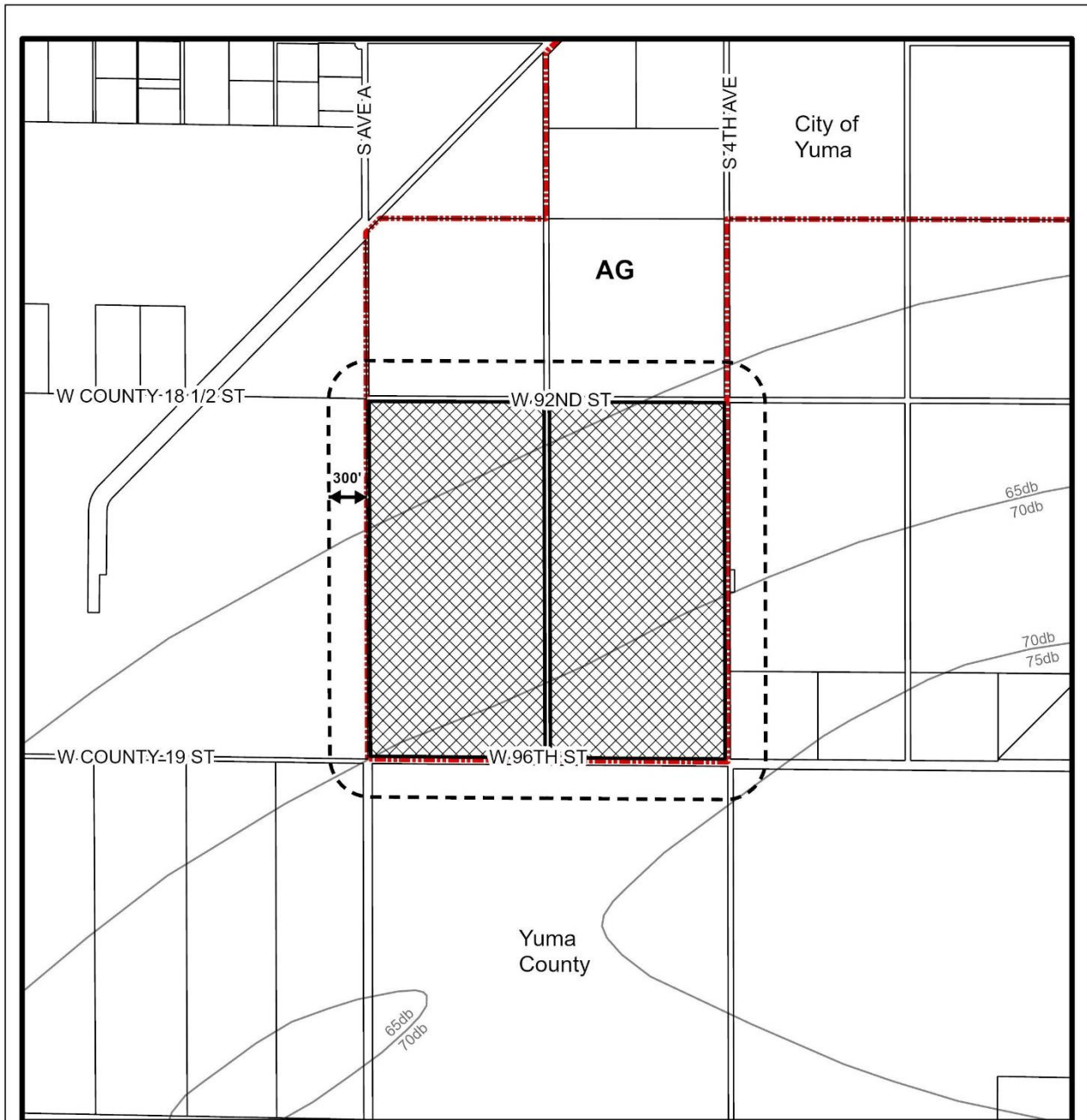
ATTESTED:

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: EP



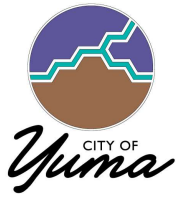
Date: 2/18/2025

Revised:

Revised:

Case #:

ZONE-43671-2025



City of Yuma

City Council Report

File #: O2025-017

Agenda Date: 5/21/2025

Agenda #: 2.

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

TITLE:

Text Amendment: Animals and Fowl

SUMMARY RECOMMENDATION:

Amend Yuma City Code, Title 13, Chapter 130, Animals and Fowl, in response to State law changes that allow domestic fowl on residential properties, development standards for the placement of domestic fowl, and provide clarity with regard to animals allowed, maintenance, and enclosures. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

This text amendment ensures the City is Respected and Responsible by updating the City Code to comply with State law.

REPORT:

The text amendment addresses the requirements of State of Arizona House Bill 2325 approved in May 2024 with regard to the number of domestic fowl and the size, placement and maintenance of chicken enclosures for residential properties. Additionally, the text amendment provides clarity with regard to animal definitions and restrictions.

Below is a summary of the requirements of Senate Bill 2325:

- Any single-family detached residence up to a ½ acre in size may keep up to 6 domestic chickens.
 - Roosters are not allowed unless they can't make noise.
 - For residences on more than a ½ acre size additional chickens may be kept.
- Enclosures must be in the rear or side yard. Chickens may not be allowed to run at large.
- Enclosures must be at least 20 feet from the neighboring property line.
- Enclosures may be no larger than 200 square feet and no taller than the fence line.
 - If the lot is 1 acre or larger, the enclosure may be 8 feet tall.
- Enclosures must be maintained, and manure picked up at least twice weekly.
- Manure must be disposed of or composted in a way that prevents the migration of insects.
- Water must be provided and feed must be stored in insect/rodent proof containers.

The current City code allows up to 20 poultry on parcels with the following requirements:

- Lot size must be at least 10,000 square feet.
- The enclosure must be least 80 feet from all residences including the residence on site.

- The 80 feet may be reduced to 50 feet with written permission from all onsite and adjacent property owners and residents.
- For residential lot sizes greater than 40,000 square feet, additional poultry may be kept. The requirement for written permission is removed but the enclosure must be at least 100 feet from all residences.

The text amendment provides greater opportunities for the residents of Yuma to keep and maintain domestic fowl. By reducing the distance requirement and removing the requirement for written permission, a significant number of additional residents in the City will be able to have a chicken coop.

The Senate Bill to allow Backyard Fowl is specific to domestic chickens. It is necessary to add that differentiation to the City Code and as a result a definition for Fowl is reflected in the text amendment as well as clarifying Fowl versus Poultry. For example, Poultry is inclusive of geese and peacocks. Poultry would be allowed on larger lots but only domestic chickens are allowed on lots that are less than a ½ acre in size.

With this text amendment, a review of restricted animals was completed, and Ratites have been added to those that are not allowed in the City of Yuma because of the potential for serious injury from these large and in some cases, aggressive animals.

The text amendment further codifies staff practice that has classified Rabbits within the Rodent category for allowed small animals. This text amendment makes no changes to the 4H and FFA performance standards found in Chapter 154, Article 15.12.

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/14/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/12/2025

ORDINANCE NO. O2025-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 130 OF THE YUMA CITY CODE, AS AMENDED, RELATING TO ANIMALS AND FOWL, TO COMPLY WITH STATE STATUTE

WHEREAS, the Yuma City Code designates the requirements and regulations for the keeping and care of animals including poultry; and,

WHEREAS, from time to time it may be desirable to modify the code in accordance with changes in State law; and,

WHEREAS, House Bill 2325, adopted and signed May 2024, directed municipalities to allow backyard fowl with specific requirements for enclosures and maintenance.

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

SECTION 1: Yuma City Code, Title 13, Chapter 130, Keeping Animals, Article 1, Definitions is amended to insert the bolded text and delete the strike through text:

ANIMAL. Any living species of mammal, **poultry** ~~fowl~~, amphibian, or reptile, with the exception of ~~man~~ **humans**.

FOWL. **A cock or hen of the domestic chicken.**

PERSON. **A human being and, as the context requires, an enterprise, a public or private corporation, an unincorporated association, a partnership, a firm, a society, a government, a governmental authority or an individual or entity capable of holding a legal or beneficial interest in property.**

POULTRY. Domestic birds, including, but not limited to chickens, turkeys, ducks, ~~or~~ geese, guineas, squabs, or quail.

RATITES. **Ostriches, emus, rheas or cassowaries.**

RODENT. Any of various mammals of the order of Rodentia, including a mouse, rat, squirrel, beaver, gerbil, or hamster. **For the purposes of this chapter, this definition is inclusive of rabbits and hares.**

SECTION 2: Yuma City Code, Title 13, Chapter 130 Keeping Animals, Article 2, Application of State Law, is amended to insert the bolded text and delete the strike through text:

Nothing in this chapter is to be construed as to preempt the requirements of the rabies control statutes of the State of Arizona as set forth in A.R.S. §§ 11-1001 et seq. **If any provisions of this chapter contradicts a rule, regulation, or law pertaining to or issued by the Arizona Department of Game and Fish and/or the Arizona Department of Agriculture, the Arizona Department of Game and Fish and/or the Arizona Department of Agriculture controls.**

SECTION 3: Yuma City Code, Title 13, Chapter 130 Keeping Animals, Article 50, Definitions, is amended to insert the bolded text:

PREMISES. The lot, **property** or parcel of ground upon which the pen, stable, yard, cage or other enclosure used for the containment of an animal is located.

SECTION 4: Yuma City Code, Title 13, Chapter 130 Keeping Animals, Article 54, Sanitary Conditions, is amended to insert the bolded text:

The maintaining or keeping of all animals within the city shall be allowed in a sanitary manner and only so long as they do not cause, create or contribute to or become a health nuisance due to noise, the presence of flies, mosquitos, insects, vermin, rodent harborage, odors, dust, ponded water, accumulation of manure, garbage, refuse or other obnoxious or putrescible material, or for any other like reason.

(A) If manure is composted it shall be kept in such a way that prevents migration of insects.

(B) Water shall be provided with adequate overflow drainage.

(C) Feed shall be stored in insect-proof and rodent-proof containers.

SECTION 5: Yuma City Code, Title 13, Chapter 130, Keeping Animals, Article 58, Area Limitations, is amended to insert the bolded text and delete the strike through text:

(A) *Generally.* Except as otherwise provided in this chapter, it is hereby declared to be a nuisance and it shall be unlawful for any person to keep any animal within the city on any lot or parcel of land consisting of less than 10,000 square feet in area.

~~—(B) *Poultry; consent.* Poultry may be kept on a lot or parcel of land within the city consisting of an area less than 10,000 square feet if written permission consenting to the keeping of poultry on such lot or parcel is first obtained from all of the lawful occupants and the lawful owners of adjoining lots or parcels of land which are located in the immediate vicinity of the property whereon the poultry is kept.~~

(B) *Exceptions.* The provisions of divisions (A) and ~~(B)~~ shall not apply to the keeping of:

(1) Six or fewer small household pets including, but not limited to, dogs or cats or any combination thereof per household; or

(2) Animals for commercial purposes where such use is established as a lawful use under the zoning ordinance of the city.

~~(C) *Number to area ratio for animals.*~~ It shall be unlawful for any person to keep more than two large domestic animals, such as a horse, cow, burro, mule and similar animals or more than four sheep, goats and similar animals on any lot or parcel of land consisting of less than one acre.

~~(D) *Premises over one acre.*~~ On a lot or parcel of land greater than one acre (43,560 square feet) the number of large domestic animals shall be determined as follows:

(1) One horse, cow, or similar animal, or two sheep, goats or similar animal shall be permitted for each 6,000 square feet of net lot area after deducting one-half acre for the home site. Fractions of less than 6,000 square feet shall be rounded off. Animals of six months or younger shall not be counted.

(2) No livestock commercial feeding lots, herein defined as a feeding or handling facility operated for the purpose of accommodating the needs of others in whole or in part for a fee or fees paid to the operator or owner for the accommodations, materials and services received, shall be permitted.

SECTION 6: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, Article 71, Proximity to Residence, is amended to insert the bolded text and delete the strike through text:

(A) For a lot that is one-half acre or less in size no fowl poultry or rodents, other than pet rodents such as a gerbil or hamster kept within a dwelling structure, shall be kept in an enclosure within 20 feet of a neighboring property. 50 feet of any residence within the city. Poultry may be kept within 80 feet of a residence if written permission consenting to the keeping of poultry less than 80 feet from a residence is first obtained from each lawful occupant and each lawful owner of such residence.

(B) For a lot that is greater than one-half acre in size no poultry or rodents shall be kept in an enclosure within 30 feet of a neighboring property.

SECTION 7: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, Article 72, Use of Front Yard, is amended to insert the bolded text:

Poultry **and rodents** shall not be kept in the front yard area of any lot or parcel within the city.

SECTION 8: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, Article 73, Enclosures Required, is amended to insert the bolded text:

Poultry and rodents shall be kept in an enclosure so constructed as to prevent such poultry and rodents from wandering upon property belonging to others.

(A) For single-family residential parcels that are less than one acre in size the enclosure shall be no larger than 200 square feet and no taller than the adjacent fence line of the property.

(B) For single-family residential parcels greater than one acre in size the enclosure shall be no larger than 200 square feet and may be no taller than 8 feet.

SECTION 9: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, Article 75, Number and Area Ratio, is amended to insert the bolded text and delete the strike through text:

(A) A resident of a single-family detached residence on a lot that is one-half acre or less may keep up to six fowl or rodents in the backyard or side yard subject to the provisions of this chapter. No more than 20 head of poultry nor more than 25 head of rodents nor more than 25 head comprising a combination of rodents and poultry shall be kept upon the first one-half acre or less.

(B) An additional one-half acre shall be required for each additional 20 head of poultry or for each additional ~~20 25~~ head of rodents or for each additional ~~20 25~~ head comprising a combination of poultry and rodents.

(C) For areas larger than two and one-half acres the number of poultry or rodents shall not be limited.

SECTION 10: Yuma City Code, Title 15, Chapter 130, Keeping Poultry and Rodents, Article 77, Male Poultry Restricted, is amended to insert the bolded text and delete the strike through text:

No male poultry shall be kept within the city ~~limits except such male poultry as are~~ **unless they are** incapable of making vocal noises ~~which~~ **that** disturb the peace, comfort or health of any person residing within the city.

SECTION 11: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, is amended to insert the bolded text:

§ 130-077 Ratites.

Ratites shall not be kept within the City.

SECTION 12: Yuma City Code, Title 13, Chapter 130, Keeping Poultry and Rodents, Article 99 is amended to insert the bolded text and delete the strike through text:

(A) Unless otherwise specifically provided for in this chapter, it shall be unlawful for any person, ~~firm, or corporation~~ to violate, or cause the violation of, any provision of this chapter. Any person, ~~firm, or corporation~~ violating any of the provisions in this chapter shall be guilty of a class 2 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$750 or by imprisonment for not more than five days or by both such fine or imprisonment. Each separate day or part thereof during which any violation of this chapter occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

(B) Any violation of § 130-003 Animals At-Large or § 130-006 Unlawful Feeding ~~or~~ of Dogs or Cats, of this chapter shall be a class 3 misdemeanor; and upon conviction for a first offense, the fine to be imposed may be up to and including \$50. For each additional offense within a 12-month period, the following fines shall be mandatory:

- (1) Second offense: \$100.
- (2) Third offense: \$200.
- (3) Thereafter: \$300.

(C) A violation of § 130-005 is a civil offense. Any person who violates § 130-005 after receiving a warning in the previous 12 months is guilty of a civil offense and shall be fined in the amount of \$50. If in the 12 months preceding a violation, the person ~~or entity~~ has a previous finding of responsibility for a violation of § 130-005, the fine shall be increased to \$100. If in the 12 months preceding a violation, the person ~~or entity~~ has two or more previous findings of responsibility for a violation of § 130-005, the fine shall be increased to \$200.

(D) Any violation of § 130-055 (B) or § 130-055 (C) shall be a class 3 misdemeanor; and upon conviction thereof shall be punished by a fine not to exceed \$50.00.

SECTION 13: 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 June, 2025.

APPROVED:

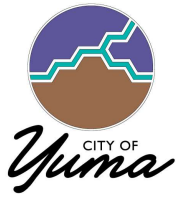
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-018

Agenda Date: 5/21/2025

Agenda #: 3.

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

TITLE:

Text Amendment: Large Animals

SUMMARY RECOMMENDATION:

Amend Title 15, Chapter 154 Suburban Ranch and Low Density Residential zoning districts to amend the calculation for the allowed number of large animals. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

The proposed text amendment supports the strategic outcome of Respected and Responsible by providing a uniform method for calculating the allowed number of large animals throughout the Yuma City Code.

REPORT:

The purpose of the text amendment is to match the wording between separate sections of the Yuma City Code and simplify the calculation method for how many large animals a property owner can have. The conflict was found recently as the City is updating Chapter 130 - Animals and Fowl as a result of state law changes with regard to domestic chickens.

Chapter 154 of the Yuma City Code, notes within the Suburban Ranch and the Low Density Residential - R-1-40 zoning districts that the calculation for allowed large animals measures side yards and rear yards specific to each parcel. As a result, the calculation could determine a different number of large animals allowed for two neighbors with the same size lot but differently placed or sized homes.

Chapter 130 provides a simpler calculation that only relies on the size of the parcel less a designated ½ acre for the home-site. Following this simpler method within the Zoning Code will provide uniformity.

On April 28, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (4-0) of the request by the City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, to update the calculation method for allowed large animals.

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

QUESTIONS FOR STAFF - None

PUBLIC COMMENT - None

“Motion by Lorraine Arney - Planning and Zoning Commissioner, second by Jorge Gonzalez - Planning and Zoning Commissioner, to APPROVE ZONE-43224-2024 to update the calculation method for allowed large animals.

“Motion carried unanimously (4-0), with John Mahon - Planning and Zoning Commissioner and Ashlie Pendleton - Planning and Zoning Commissioner 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:

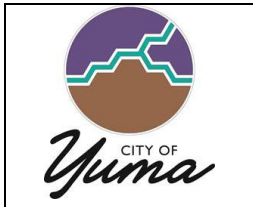
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: John D. Simonton	Date: 05/14/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/12/2025



STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING DIVISION
CASE TYPE – TEXT AMENDMENT
CASE PLANNER: JENNIFER L. ALBERS

Hearing Date April 14, 2025

Case Number: ZONE-43224-2024

Project Description: This is a request by the City of Yuma for a Text Amendment to amend Title 15, Chapter 154, Article 5 – Rural and Low Density Residential Zoning Districts, to update provisions related to keeping animals.

Staff recommendation: Staff recommends **APPROVAL** of the text amendment to update provisions related to keeping animals.

Suggested Motion: Move to **APPROVE** the text amendment ZONE-43224-2024 as presented subject to the staff report and information provided during this hearing.

Effect of the Approval: By approving the text amendment, the Planning and Zoning Commission is recommending approval to City Council for the request to update provisions related to keeping animals, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The purpose of the text amendment is to match the wording between separate parts of the City Code and to simplify the calculation method for how many large animals a property owner could have. The conflict was found recently as the City is updating City Code Chapter 130 – Animals and Fowl as a result of state law changes with regard to domestic chickens.

The City of Yuma Zoning Code, as found in Chapter 154 of the City Code, notes within the Suburban Ranch district and the Low Density Residential – R-1-40 district that the calculation for large animals allowed measures side yards and rear yards specific to each parcel. As a result, the calculation could determine a different number of large animals allowed for two neighbors with the same size lot but differently placed or sized homes.

Chapter 130 provides a simpler calculation that only relies on the size of the parcel less a designated ½ acre for the home-site. Following this simpler method within the Zoning Code will provide uniformity in the application of the City's code.

Concurrently with this text amendment to the Zoning Code, the City Council will be considering an amendment to Chapter 130 to allow up to six domestic chickens on lots that are less than a ½ acre in size. That amendment will address the requirements of State of Arizona House Bill 2325 approved in May 2024 with regard to the size, placement and maintenance of chicken enclosures.

1. Does the proposed amendment implement the goals, objectives and policies of the General Plan?

Yes The text amendment will provide a fair and uniform method to determine the number of large animals that would be allowed on large parcels.

2. Does the proposed amendment fit the overall purpose and intent of the zoning ordinance?

Yes The text amendment fits the overall purpose and intent of the Zoning Ordinance to protect the public health, safety and general welfare of the community.

3. Will the proposed amendment change the range of uses identified in the zoning code? If so, how?

No The range of uses will not change within the Low Density R-1-40 and Suburban Ranch zoning districts.

4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?

Yes The text amendment will change the calculation method for the number of large animals on large parcels. The amendment will provide a standard methodology by treating all properties in a similar manner regardless of the placement or size of a home.

5. What are the potential impacts of the proposed amendment?

The number of large animals allowed on a large parcel may increase depending on the current placement and size of a home when following the new calculation. It is anticipated that this change could only result in one additional large animal for any existing developed large parcel.

6. Does the proposed amendment fit the overall purpose and intent of the subdivision ordinance?

N/A

7. Does the proposed amendment conform to prior City Council actions regarding this issue?

N/A

Public Comments Received: None Received

External Agency Comments: See Attachment C

Neighborhood Meeting Comments: No Meeting Required.

Attachments:

A	B	C
Draft Text	Agency Notification	Agency Comments

Prepared By: *Jennifer L. Albers*

Date: 3/24/25

Jennifer L. Albers

Assistant Director of Planning

Jennifer.Albers@YumaAZ.gov

(928) 373-5180

Approved By: *Alyssa Linville*

Date: 03/31/25

Alyssa Linville

Director, Planning and Neighborhood Services

ATTACHMENT A
DRAFT TEXT

SECTION 1: That the Yuma City Code, Title 15, Chapter 154, Article 5, Subsection 4 Suburban Ranch District, Paragraph (C) be amended to insert the bolded text and delete the strike through text:

(C) Permitted principal uses.

- (1) One single-family dwelling;
- (2) Farms, truck gardens and the raising of poultry, rabbits and other small farm animals for domestic use. ~~The keeping of horses and other large animals for domestic use shall be limited to one large animal per each 10,000 square feet of side and rear yard area.~~ **One horse, cow, or similar animal, or two sheep, goats or similar animal shall be permitted for each 6,000 square feet of net lot area after deducting one-half acre for the home site. Fractions of less than 6,000 square feet shall be rounded off. Animals of six months or younger shall not be counted.** Any building or shade for the animals shall be at least **50** ~~100~~ feet from **the dwelling and the property line** ~~any other existing or potential dwelling on adjacent lots;~~

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Article 5, Subsection 4 Low Density Residential Districts, Paragraph (C) (7) be amended to insert the bolded text and delete the strike through text:

- (7) In the R-1-40 District only, farms, truck gardens and the raising of poultry, rabbits and other small farm animals for domestic use. The keeping of horses and other large farm animals for domestic use shall be limited to ~~one large animal per each 10,000 square feet of side and rear yard area.~~ **one horse, cow, or similar animal, or two sheep, goats or similar animal shall be permitted for each 6,000 square feet of net lot area after deducting one-half acre for the home site. Fractions of less than 6,000 square feet shall be rounded off. Animals of six months or younger shall not be counted.** Any building or shade for the animals shall be at least **50** ~~100~~ feet from **the dwelling and the property line** ~~any other existing or potential dwelling on adjacent lots;~~ and

ATTACHMENT B
AGENCY NOTIFICATION

- Legal Ad Published: The Sun 03/21/25
- 34 Commenting/Reviewing Agencies noticed: 02/27/25
- Neighborhood Meeting: N/A
- Hearing Date: 04/14/25
- Comments due: 03/10/25

External List (Comments)	Response Received	Date Received	“No Comment”	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	3/11/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	Yes	2/28/25	X		
Yuma County Water Users' Assoc.	Yes	2/28/25	X		
Yuma County Planning & Zoning	Yes	3/6/25	X		
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
Ft. Yuma Quechan Tribe	Yes	2/28/25	X		
El Paso Natural Gas Co.	NR				
Western Area Power Administration	Yes	3/4/25		X	Yes
City of Yuma Internal List (Conditions)	Response Received	Date Received	“No Conditions”	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	Yes	3/3/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	2/28/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

Neighborhood Meeting	Comments Available
None Required	N/A

PUBLIC COMMENTS RECEIVED: None

ATTACHMENT C
AGENCY COMMENTS

Western Area Power Administration (WAPA) has no objections as to the Text Amendment, provided however no encroachment or construction activities are allowed within WAPA's right of way without WAPA's concurrence.

DATE: 3/4/25 NAME: Dennis Patane TITLE: Realty Specialist
AGENCY: Western Area Power Administration-DSW Region
PHONE: 602 726-5331
RETURN TO: Jennifer Albers
Jennifer.Albers@YumaAZ.gov

ORDINANCE NO. O2025-018

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE
YUMA CITY CODE, AS AMENDED, RELATING TO THE
KEEPING OF LARGE ANIMALS**

WHEREAS, the Yuma City Code designates the requirements and regulations for the keeping and care of animals, including large animals; and,

WHEREAS, from time to time it may be desirable to review and modify the code in keeping with the context of a dynamic and growing community and consistency between different titles; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on April 14, 2025 in Case no: ZONE-43224-2025 in the manner prescribed by law for the purpose of amending the City of Yuma Zoning Code; and,

WHEREAS, the text amendment will provide consistency between City Code Titles for calculating the number of large animals that may be kept on large parcels; 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-43224-2025 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 5, Subsection 4, Suburban Ranch District, Paragraph (C) is amended to insert the bolded text and delete the strike through text:

(C) Permitted principal uses.

(1) One single-family dwelling;

(2) Farms, truck gardens and the raising of poultry, rabbits and other small farm animals for domestic use. ~~The keeping of horses and other large animals for domestic use shall be limited to one large animal per each 10,000 square feet of side and rear yard area.~~ **One horse, cow, or similar animal, or two sheep, goats or similar animal shall be permitted for each 6,000 square feet of net lot area after deducting one-half acre for the home site. Fractions of less than 6,000 square feet shall be rounded off. Animals of six months or younger shall not be counted.** Any building or shade for the animals shall be at least **50** ~~100~~-feet from **the dwelling and the property line** ~~any other existing or potential dwelling on adjacent lots;~~

SECTION 2: Yuma City Code, Title 15, Chapter 154, Article 5, Subsection 4, Low Density Residential Districts, Paragraph (C) (7) is amended to insert the bolded text and delete the strike through text:

(7) In the R-1-40 District only, farms, truck gardens and the raising of poultry, rabbits and other small farm animals for domestic use. The keeping of horses and other large farm animals for domestic use shall be limited to ~~one large animal per each 10,000 square feet of side and rear yard area.~~ **one horse, cow, or similar animal, or two sheep, goats or similar animal shall be permitted for each 6,000 square feet of net lot area after deducting one-half acre for the home site. Fractions of less than 6,000 square feet shall be rounded off. Animals of six months or younger shall not be counted.** Any building or shade for the animals shall be at least **50** ~~100~~ feet from **the dwelling and the property line** ~~any other existing or potential dwelling on adjacent lots;~~

SECTION 3: 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 June, 2025.

APPROVED:

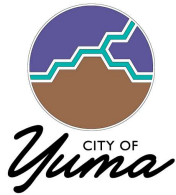
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-019

Agenda Date: 5/21/2025

Agenda #: 4.

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

TITLE:

Text Amendment: Accessory Dwelling Units

SUMMARY RECOMMENDATION:

Amend Title 15, Chapter 154, to update development regulations and expand the residential zoning districts which permit accessory dwelling units. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Through a collaborative effort between the City and members of the local development community, the City Council directed the Community Planning Team to update regulations related to the development of accessory dwelling units. The proposed text amendment will support the development of new accessory dwellings by expanding the permitted zoning districts, while also relaxing associated development standards. All of these proposed amendments will support the City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged.

REPORT:

An Accessory Dwelling Unit (ADU) is a secondary, self-contained living space located on the same property as a primary residence. These units can be attached to the main home, or constructed as a separate, stand-alone structure. ADUs provide a flexible and cost-effective solution to address growing housing demands, particularly in urban areas where space is limited. They offer homeowners an efficient way to add living space without the need for large-scale development. Additionally, ADUs are ideal for accommodating aging family members, offering proximity and independence while supporting intergenerational living. Beyond personal use, adding an ADU can also increase a property's value, providing homeowners with both greater living options and future financial flexibility.

The benefits of ADUs are numerous, starting with their ability to create affordable housing options. By offering rental opportunities, ADUs contribute to more affordable living in high-demand areas, while homeowners can generate rental income to help offset housing costs. ADUs are also highly adaptable, serving purposes such as guest accommodations, home offices, or spaces for young adults transitioning into independence. ADUs promote sustainability by utilizing existing land and infrastructure, reducing urban sprawl and supporting environmentally conscious design choices. With their ability to diversify neighborhood demographics and foster a sense of community, ADUs help maintain the character of residential areas while increasing housing diversity. In summary, ADUs provide a sustainable, flexible, and innovative solution for addressing housing needs, benefiting both homeowners and communities alike.

The City is proposing an update to its zoning code to expand the availability of ADUs in the City. Originally adopted in 2017, the updated regulations aim to increase flexibility and accessibility for homeowners. The proposed changes include expanding the zoning districts where ADUs are permitted, while allowing the construction of second ADUs on lots of a certain size. Additionally, the update removes the previous owner occupancy requirement, meaning that homeowners will no longer need to live on the property to rent out the ADUs. The update also seeks to streamline design standards, making it easier for homeowners to develop ADUs while maintaining consistency with the character of residential areas. These changes are designed to increase housing options, promote sustainable development, and provide greater opportunities for affordable living in Yuma.

Below is an expanded analysis of the amendment language and its potential impact:

- 1. Expanding Districts:** In an effort to support the development of ADUs, the proposed amendment will add ADUs as a permitted accessory use within five additional zoning districts.
- 2. Density:** The proposed amendment seeks to allow a second accessory dwelling unit on those lots which measure 10,000 square feet or larger. If a second unit is desired, one unit must be attached while the second unit may be detached; the amendment will not permit for two attached or two detached units.
- 3. Setbacks:** The proposed amendment also aims to modify the setback requirements for attached units, allowing attached units to be located in line with the front of the primary residence. Detached units will still need to be located behind the midpoint of the primary residence.
- 4. Parking:** An amendment is being suggested, that when a second accessory dwelling unit is constructed, an additional parking space will be required. Such parking space may be located within the front setback.
- 5. Owner Occupancy:** Currently, the code requires that the property owner(s) reside on-site within one of the units. This was intended to ensure that the property was maintained at a higher level, not to negatively impact the surrounding neighborhood. Based on the ability to monitor and enforce this requirement, it has been recommended to remove the owner occupancy requirement.
- 6. Design:** In an attempt to improve the flexibility of design, the proposed amendment will expand opportunities for property owners to utilize design elements from area properties. Currently, the code limits design ability to the subject property. The intent of the design criteria is to ensure that these units do not detract from or negatively impact the surrounding neighborhood.

In conclusion, the proposed update to Yuma's zoning code represents a significant step toward enhancing housing options and fostering sustainable growth within the City. By expanding the areas where ADUs are permitted, allowing for additional units on larger lots, and removing the owner occupancy requirement, the City is creating more opportunities for affordable housing and greater flexibility for homeowners. These changes, along with streamlined design standards and updated setback and parking requirements, are designed to ensure that ADUs continue to contribute positively to the community while maintaining the character of residential neighborhoods. This update not only addresses the growing demand for housing but also promotes a more inclusive and adaptable housing environment for Yuma residents.

On April 14, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (4-0) of the request by the City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, in order to update development regulations and expand the residential zoning districts which permit accessory dwelling units.

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

QUESTIONS FOR STAFF

“Chris Hamel - Planning and Zoning Commissioner inquired whether the flexibility in design, as demonstrated by Linville with the flat roof example, would require the property owner to follow the original

structure's pitch, increasing costs.

“Alyssa Linville - Director of Planning and Neighborhood Services confirmed that current regulations require developers and property owners to match the character of the primary residence. The proposed flexibility would allow developers and property owners the ability to draw design elements from neighboring properties.

“Hamel stated that he appreciated the approach of the proposed text amendment, as it provided an opportunity for the community and various agencies within Yuma County to offer their input.

PUBLIC COMMENT

“Jeff Snow, 3064 S. Avenue B, Yuma, AZ asked whether the proposed text amendment would allow ADUs citywide in the R-1-5, R-2-5, R-1-6, R-1-8, and R-1-12 zoning districts. He also asked whether property owners within these zoning districts would have the right to construct at least one ADU. Snow then asked what the process would be for a homeowner in an existing subdivision to construct an ADU. He inquired whether special permits would be required or if the request would need to go before City Council or a Hearing Officer. He also asked what requirements developers would need to meet when including ADUs as part of new construction. Additionally, he asked how ADUs would impact setbacks, parking requirements, and lot coverage. Lastly, he asked how the City would address design-related issues for ADUs.

“Linville responded that ADUs would be permitted by right in all of the zoning districts identified by Mr. Snow, with no conditional use or special permit required, only a standard building permit review process.

“Linville stated that while there is currently an application process for ADUs, the proposed amendment would eliminate the owner-occupancy requirement, therefore eliminating the need for this application process.

“Linville explained that review of ADUs would focus on aesthetics, location, and compliance with the zoning district and added that the only zoning district where ADUs would not be permitted is the Manufactured Housing Park (MHP) District.

“Linville also clarified that the proposed text amendment would permit ADUs in the Low Density Single-Family Residential (R-1-5), Recreation Manufactured Homes (RMH), Recreation Vehicle Space (RVS), and Medium Density Single-Family Residential (R-2-5) zoning districts.

“Linville then addressed the process for new construction, stating that the City would not require developers to identify which lots will include ADUs as part of their subdivision plat process. She also noted that, in terms of development standards, an additional 5% lot coverage is allowed for the inclusion of an ADU. The only parking requirement would apply to a second ADU, which would require one parking space to be available within the front yard setback.

“Snow commented that providing examples of lot coverage would clarify how the lot coverage allowance applies, as the concept was not entirely clear.

MOTION

“Motion by Lorraine Arney - Planning and Zoning Commissioner, second by Jorge Gonzalez - Planning and Zoning Commission, to APPROVE ZONE-43748-2025 as presented.

“Motion carried unanimously, (4-0) with two absent and one vacancy.”

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

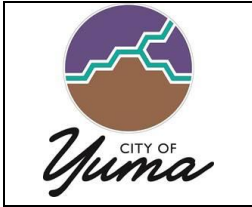
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/14/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/12/2025



STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING DIVISION
CASE TYPE – TEXT AMENDMENT
CASE PLANNER: ALYSSA LINVILLE

Hearing Date April 14, 2025

Case Number: ZONE-43748-2025

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 expand the residential zoning districts which permit accessory dwelling units.

Staff recommendation: Staff recommends **APPROVAL** of the text amendment to amend Title 15, Chapter 154, to update development regulations and expand the residential zoning districts which permit accessory dwelling units.

Suggested Motion: Move to **APPROVE** the text amendment ZONE-43748-2025 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 expand the residential zoning districts which permit accessory dwelling units.

Staff Analysis: An Accessory Dwelling Unit (ADU) is a secondary, self-contained living space located on the same property as a primary residence. These units can be attached to the main home, or constructed as a separate, stand-alone structure. ADUs provide a flexible and cost-effective solution to address growing housing demands, particularly in urban areas where space is limited. They offer homeowners an efficient way to add living space without the need for large-scale development. Additionally, ADUs are ideal for accommodating aging family members, offering proximity and independence while supporting intergenerational living. Beyond personal use, adding an ADU can also increase a property's value, providing homeowners with both greater living options and future financial flexibility.

The benefits of ADUs are numerous, starting with their ability to create affordable housing options. By offering rental opportunities, ADUs contribute to more affordable living in high-demand areas, while homeowners can generate rental income to help offset housing costs. They are also highly adaptable, serving purposes such as guest accommodations, home offices, or spaces for young adults transitioning into independence. ADUs promote sustainability by utilizing existing land and infrastructure, reducing urban sprawl and supporting environmentally conscious design choices. With their ability to diversify neighborhood demographics and foster a sense of community, ADUs help maintain the character of residential areas while increasing housing diversity. In summary, ADUs provide a sustainable, flexible, and innovative solution for addressing housing needs, benefiting both homeowners and communities alike.

The City is proposing an update to its zoning code to expand the availability of ADUs in the city. Originally adopted in 2017, the updated regulations aim to increase flexibility and accessibility for homeowners. The proposed changes include expanding the zoning districts where ADUs are permitted, while allowing

the construction of second ADUs on lots of a certain size. Additionally, the update removes the previous owner occupancy requirement, meaning that homeowners will no longer need to live on the property to rent out the ADUs. The update also seeks to streamline design standards, making it easier for homeowners to develop ADUs while maintaining consistency with the character of residential areas. These changes are designed to increase housing options, promote sustainable development, and provide greater opportunities for affordable living in Yuma.

Below is an expanded analysis of the amendment language and its potential impact:

1. **Expanding Districts:** In an effort to support the development of ADUs, the proposed amendment will add ADUs as a permitted accessory use within five additional zoning districts.
2. **Density:** The proposed amendment seeks to allow a second accessory dwelling unit on those lots which measure 10,000 square feet or larger. If a second unit is desired, one unit must be attached while the second unit may be detached; the amendment will not permit for two attached or two detached units.
3. **Setbacks:** The proposed amendment also aims to modify the setback requirements for attached units, allowing attached units to be located in line with the front of the primary residence. Detached units will still need to be located behind the midpoint of the primary residence.
4. **Parking:** An amendment is being suggested, that when a second accessory dwelling unit is constructed, an additional parking space will be required. Such parking space may be located within the front setback.
5. **Owner Occupancy:** Currently, the code requires that the property owner(s) reside on-site within one of the units. This was intended to ensure that the property was maintained at a higher level, not to negatively impact the surrounding neighborhood. Based on the ability to monitor and enforce this requirement, it has been recommended to remove the owner occupancy requirement.
6. **Design:** In an attempt to improve the flexibility of design, the proposed amendment will expand opportunities for property owners to utilize design elements from area properties. Currently, the code limits design ability to the subject property. The intent of the design criteria is to ensure that these units do not detract from or negatively impact the surrounding neighborhood.

In conclusion, the proposed update to Yuma's zoning code represents a significant step toward enhancing housing options and fostering sustainable growth within the city. By expanding the areas where ADUs are permitted, allowing for additional units on larger lots, and removing the owner occupancy requirement, the city is creating more opportunities for affordable housing and greater flexibility for homeowners. These changes, along with streamlined design standards and updated setback and parking requirements, are designed to ensure that ADUs continue to contribute positively to the community while maintaining the character of residential neighborhoods. This update not only addresses the growing demand for housing but also promotes a more inclusive and adaptable housing environment for Yuma residents.

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 allow ADUs in additional zoning districts while also allowing second units on lots which measure 10,000 square feet or larger in size.

4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?

Yes. The proposed amendment will modify certain development requirements within the zoning code.

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:

- Increased housing options
- Greater flexibility for property owners
- Enhance neighborhood compatibility

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.

Attachments:

A	B
Draft Text	Agency Notification

Prepared By: *Alyssa Linville*

Date: March 31, 2025

Alyssa Linville, Director of Planning
and Neighborhood Services

Alyssa.Linville@yumaaz.gov

(928) 373-5000, ext.
3037

Approved By: *Jennifer L. Albers*

Date: 3/31/25

Jennifer Albers,
Assistant Director of Planning

ATTACHMENT A
DRAFT TEXT

SECTION 1: That the Yuma City Code, Title 15, Chapter 154, Article 5, Section 5 Low Density Single-Family Residential District (R-1-5), Subsection D, be amended to insert the bolded text:

(4) Accessory dwelling units.

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Article 6, Section 1 Residence-Manufactured Housing District (R-MH), Subsection D, be amended to insert the bolded text:

(2) Accessory dwelling units.

SECTION 3: That the Yuma City Code, Title 15, Chapter 154, Article 6, Section 2 Recreation Vehicle Subdivision District (RVS), Subsection D, be amended to insert the bolded text and renumber the following subsections:

(D) Permitted accessory uses.

(1) Accessory dwelling units.

SECTION 4: That the Yuma City Code, Title 15, Chapter 154, Article 6, Section 3 Manufactured Housing Subdivision District (MHS), Subsection C, be amended to insert the bolded text:

(5) Accessory dwelling units.

SECTION 5: That the Yuma City Code, Title 15, Chapter 154, Article 7, Section 2 Medium Density Single-Family Residential District (R-2-5), Subsection D, be amended to insert the bolded text:

(4) Accessory dwelling units.

SECTION 6: That the Yuma City Code, Title 15, Chapter 154, Article 15, Section 16 Accessory Dwellings, Carriage Houses and Garage Apartments in Residential Districts, be amended to insert the bolded text and delete the strike through text and graphic examples:

(A) *Applicability.* ~~An One~~ accessory dwelling is permitted as a subordinate to an existing or planned single-family dwelling unit (primary residence), provided that the provisions below are met.

(B) *Accessory uses.* Accessory dwellings may be used for home occupations in compliance with § [154-15.08](#).

(C) *Accessory dwellings.* Accessory dwellings are subject to the following standards:

- (1) *Use.* Permitted on certain residentially zoned properties which currently have or will have a single-family residence. Only one unit will be permitted for each property, **unless the subject property measures 10,000 square feet or greater in size in which case a second unit may be permitted.**; ~~The first permitted~~ accessory dwelling may be attached to or detached from the primary residence; **while the second permitted accessory dwelling unit may be developed in the opposite manner. Meaning that when two accessory dwelling units re permitted, one shall be attached while the second shall be detached.**
- (2) *Lot size.* Accessory dwellings are permitted on lots that meet the minimum lot size requirement for the zoning district they are located.

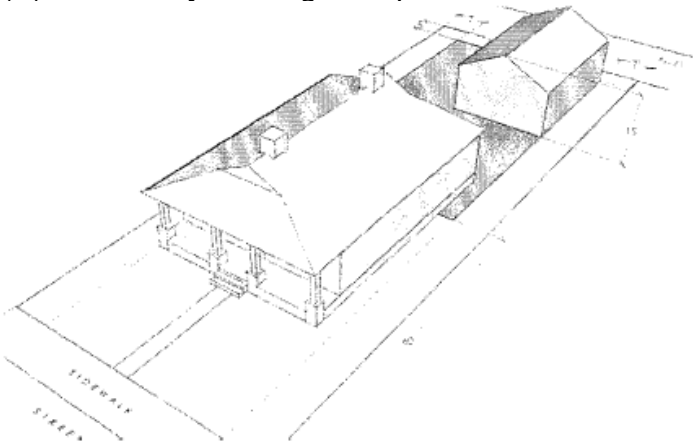
- (3) *Lot coverage.* Accessory dwellings are permitted to increase the lot coverage of the applicable zoning district by 5%.
- (4) *Setback.*
(a) **Detached** Accessory dwellings shall be located behind the midpoint of the primary residence, **while attached accessory dwellings can utilize the required front yard setback. This is** in addition to complying with the side and rear yard setbacks of the applicable zoning district.
(b) If the accessory dwelling is being accessed from an alley, the rear yard setback may be reduced to five feet.
- (5) *Unit size.*
(a) Each accessory dwelling shall have a minimum size of 100 square feet.
(b) The maximum permitted size of an accessory dwelling shall not exceed 50% of the total square footage of the entire structure of the primary residence to include all covered area.
- (6) *Height.* The maximum allowable building height shall be no higher than the single-family dwelling unit on site. The maximum height of an accessory dwelling unit cannot exceed the height restrictions of the applicable zoning district. Dwelling units which are located above a detached garage (carriage house or garage apartment) shall not exceed a total building height of 25 feet. ~~See illustration at the end of this section.~~
- (7) *Parking.* Required off-street parking for the principal dwelling unit must be maintained or established. **An additional parking space shall be provided with the development of a secondary accessory dwelling unit; such parking space may be located within the front setback.**
- ~~(8) *Owner occupancy.* It is required that the property owner reside on the property, whether it be in the principal or accessory dwelling unit. Owner occupancy is intended to help protect the stability and character of a neighborhood. A deed restriction shall be recorded against the property requiring owner occupancy of one of the units on the site.~~

~~The property owner shall sign and the City shall record a deed restriction for the accessory dwelling unit pursuant to the City of Yuma Code.~~

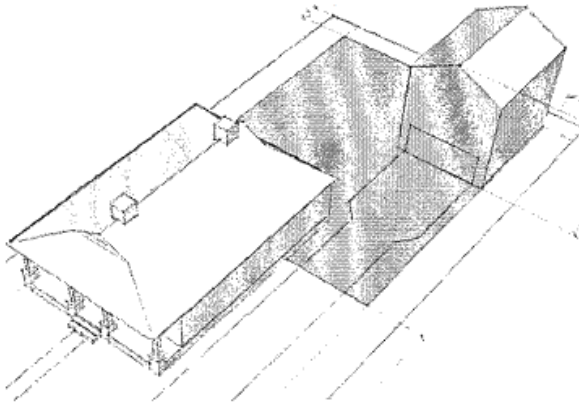
- (89) *Design.* Accessory dwellings shall be required to incorporate the same or similar colors, architectural detailing, and exterior materials, ~~including window style,~~ as the principal residences **along the adjacent roadway or within the same block.** The design of all accessory dwellings or carriage houses shall be reviewed by staff upon the submittal of an application. Any accessory dwelling located in a historic district will require approval from the Design and Historic Review Commission. An appeal, heard and decided by the Planning and Zoning Commission, is required when a proposed accessory dwelling unit does not meet these design requirements.
- (910) *Pre-existing units.* An accessory dwelling that existed prior to the adoption of this ordinance, may be legally established and continue to be utilized as a dwelling unit if the following conditions are met:
(a) The property owner must file an application for the accessory dwelling. The Zoning Administrator may waive certain requirements, if said requirements are unfeasible to achieve in bringing a pre-existing unit into compliance.
(b) Prior to the establishment of a conforming pre-existing dwelling unit, the property owner shall allow inspection of the unit by the City of Yuma in order to ensure the minimum requirements relating to fire, life safety, and public health are met.
(c) A pre-existing unit shall remain non-conforming until an application has been applied for and approved legalizing the existing accessory dwelling.

~~(d) The property owner shall obtain a deed restriction for the accessory dwelling pursuant to the City of Yuma Code.~~

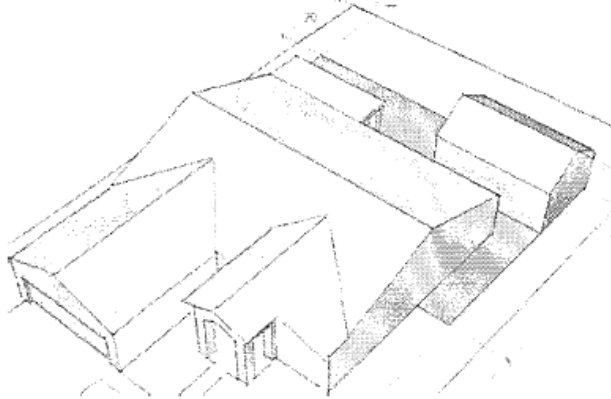
~~(D) Accessory dwelling examples:~~



~~—Accessory Dwelling (Alley Access)~~



~~—Accessory Dwelling (Garage Apartment w/ Alley Access)~~



~~—Accessory Dwelling (Modern Suburban Subdivision)~~

ATTACHMENT B AGENCY NOTIFICATION

- Legal Ad Published: The Sun 03/21/25
- 34 Commenting/Reviewing Agencies noticed: 02/27/25
- Neighborhood Meeting: N/A
- Hearing Date: 04/14/25
- Comments due: 03/10/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	03/11/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	Yes	02/28/25	X		
Yuma County Water Users' Assoc.	NR				
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	03/03/25	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	Yes	03/03/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	02/28/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

Neighborhood Meeting	Comments Available
NONE REQUIRED	N/A

PUBLIC COMMENTS RECEIVED: NONE RECEIVED.

ORDINANCE NO. 02025-019

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 AMEND DEVELOPMENT REGULATIONS AND EXPAND THE PERMITTED ZONING DISTRICTS FOR ACCESSORY DWELLING UNITS

WHEREAS, from time to time it may be desirable to modify the zoning code within the context of a dynamic and growing community; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on April 14, 2025 in Case no: ZONE-43748-2025 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 March 21, 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-43748-2025 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 5, Section 5, Low Density Single-Family Residential District (R-1-5), Subsection D, is amended to insert the bolded text:

(4) Accessory dwelling units.

SECTION 2: Yuma City Code, Title 15, Chapter 154, Article 6, Section 1, Residence-Manufactured Housing District (R-MH), Subsection D, is amended to insert the bolded text:

(2) Accessory dwelling units.

SECTION 3: Yuma City Code, Title 15, Chapter 154, Article 6, Section 2, Recreation Vehicle Subdivision District (RVS), Subsection D, is amended to insert the bolded text and renumber the following subsections:

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SECTION 4: Yuma City Code, Title 15, Chapter 154, Article 6, Section 3, Manufactured Housing Subdivision District (MHS), Subsection C, is amended to insert the bolded text:

(5) Accessory dwelling units.

SECTION 5: Yuma City Code, Title 15, Chapter 154, Article 7, Section 2, Medium Density Single-Family Residential District (R-2-5), Subsection D, is amended to insert the bolded text:

(4) Accessory dwelling units.

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- (2) *Lot size.* Accessory dwellings are permitted on lots that meet the minimum lot size requirement for the zoning district they are located.
- (3) *Lot coverage.* Accessory dwellings are permitted to increase the lot coverage of the applicable zoning district by 5%.
- (4) *Setback.*
 - (a) **Detached** ~~A~~accessory dwellings shall be located behind the midpoint of the primary residence, **while attached accessory dwellings can meet the required front yard setback. This is** in addition to complying with the side and rear yard setbacks of the applicable zoning district.
 - (b) If the accessory dwelling is being accessed from an alley, the rear yard setback may be reduced to five feet.
- (5) *Unit size.*
 - (a) Each accessory dwelling shall have a minimum size of 100 square feet.
 - (b) The maximum permitted size of an accessory dwelling shall not exceed 50% of the total square footage of the entire structure of the primary residence to include all covered area.

- (6) *Height.* The maximum allowable building height shall be no higher than the single-family dwelling unit on site. The maximum height of an accessory dwelling unit cannot exceed the height restrictions of the applicable zoning district. Dwelling units which are located above a detached garage (carriage house or garage apartment) shall not exceed a total building height of 25 feet. ~~See illustration at the end of this section.~~
- (7) *Parking.* Required off-street parking for the principal dwelling unit must be maintained or established. **An additional parking space shall be provided with the development of a secondary accessory dwelling unit; such parking space may be located within the front setback.**

~~(8) *Owner occupancy.* It is required that the property owner reside on the property, whether it be in the principal or accessory dwelling unit. Owner occupancy is intended to help protect the stability and character of a neighborhood. A deed restriction shall be recorded against the property requiring owner occupancy of one of the units on the site.~~

~~The property owner shall sign and the City shall record a deed restriction for the accessory dwelling unit pursuant to the City of Yuma Code.~~

- (89) *Design.* Accessory dwellings shall be required to incorporate the same or similar colors, architectural detailing, and exterior materials, ~~including window style,~~ as the principal residences **along the adjacent roadway or within the same block.** The design of all accessory dwellings or carriage houses shall be reviewed by staff upon the submittal of an application. Any accessory dwelling located in a historic district will require approval from the Design and Historic Review Commission. An appeal, heard and decided by the Planning and Zoning Commission, is required when a proposed accessory dwelling unit does not meet these design requirements.

(940) *Pre-existing units.* An accessory dwelling that existed prior to the adoption of this ordinance, may be legally established and continue to be utilized as a dwelling unit if the following conditions are met:

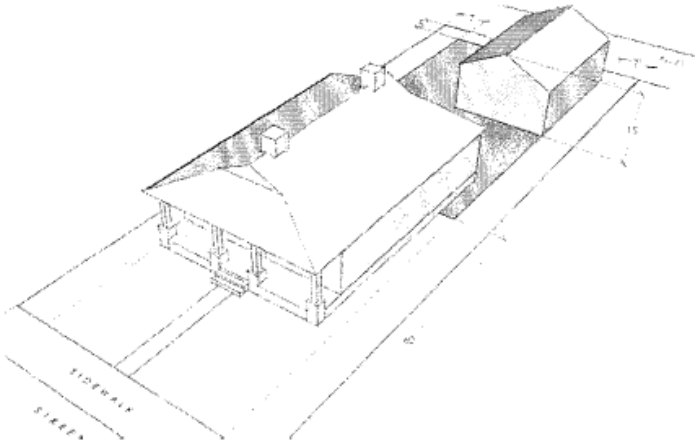
(a) The property owner must file an application for the accessory dwelling. The Zoning Administrator may waive certain requirements, if said requirements are unfeasible to achieve in bringing a pre-existing unit into compliance.

(b) Prior to the establishment of a conforming pre-existing dwelling unit, the property owner shall allow inspection of the unit by the City of Yuma in order to ensure the minimum requirements relating to fire, life safety, and public health are met.

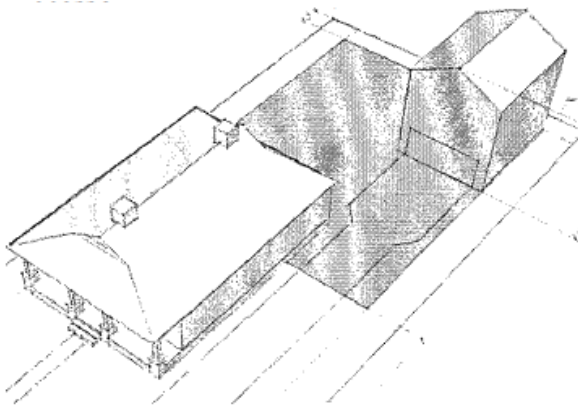
(c) A pre-existing unit shall remain non-conforming until an application has been applied for and approved legalizing the existing accessory dwelling.

~~(d) The property owner shall obtain a deed restriction for the accessory dwelling pursuant to the City of Yuma Code.~~

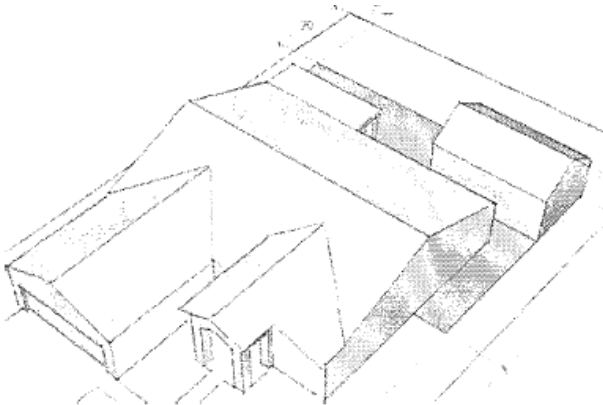
~~(D) Accessory dwelling examples:~~



~~—Accessory Dwelling (Alley Access)~~



~~—Accessory Dwelling (Garage Apartment w/ Alley Access)~~



~~—Accessory Dwelling (Modern Suburban Subdivision)~~

SECTION 7: 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 June, 2025.

APPROVED:

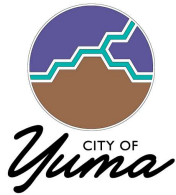
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-020

Agenda Date: 5/21/2025

Agenda #: 5.

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

TITLE:

Text Amendment: Planned Unit Development Overlay District

SUMMARY RECOMMENDATION:

Amend Title 15, Chapter 154, Article 14, Section 7, to update regulations within the Planned Unit Development Overlay (PUD) District. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

Through a collaborative effort between the City and members of the local development community, the City Council directed the Community Planning Team to update development standards within the Planned Unit Development (PUD) Overlay aimed at allowing increased densities within residential developments. These proposed amendments support the City Council's strategic outcomes of Safe and Prosperous and Connected and Engaged.

REPORT:

The purpose of a Planned Unit Development (PUD) is to encourage innovative, flexible, and integrated land-use planning that results in more creative and efficient developments. A PUD allows for a mix of residential, commercial, and recreational spaces within a defined area, while providing developers with greater flexibility than traditional zoning regulations. This flexibility is designed to promote more thoughtful site designs, better use of land, and improved community outcomes, such as enhanced open space, pedestrian-friendly environments, and a mix of housing types.

PUDs also aim to accommodate a variety of building types, densities, and land uses in a cohesive manner, allowing for the integration of residential, recreational, and commercial spaces that serve the needs of a diverse population. The ultimate goal is to create well-designed, sustainable communities that are more connected, livable, and visually appealing, while meeting the specific needs of both residents and the broader community.

The proposed text amendment to the Yuma City Code updates and clarifies aspects of the PUD regulations. These amendments focus on enhancing the density of developments, ensuring adequate open space, and refining the development process to reflect current best practices. Below is an expanded analysis of the amendment language and its potential impact:

- 1. Density:** In an effort to support increased densities within these developments, the proposed

amendment will no longer require that an average lot area be provided in accordance with the underlying zoning district. By removing this requirement, developers will have an opportunity to design communities which offer creative and innovative approaches increasing densities.

- 2. Open Space:** The proposed amendment will update provisions related to required open space. While the code currently requires open space, the open space amount is determined by the size needed to meet the average minimum lot size throughout the development. Therefore, it is proposed that a standard percentage be required, and such open space can either be in the form of private or common open space. A definition for open space will also be added to the zoning code in an effort to provide clarity on what open space is and how it can be utilized.
- 3. Process Update:** The proposed amendment also aims to remove application requirements which are no longer a relevant requirement in processing these types of development applications.

In summary, these amendments reflect a broader vision for higher-density, sustainable, and community-oriented development in Yuma. By defining open space more clearly, requiring a minimum amount of such spaces in new PUD developments, and emphasizing efficient and transparent planning processes, the amendment aims to balance increased density with the preservation of quality living environments.

On April 14, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (4-0) of the request by the City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, Article 14, Title 7 regulations within the Planned Unit Development Overlay (PUD) District.

PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

QUESTIONS FOR STAFF

“Chris Hamel - Planning and Zoning Commissioner asked if Linville could clarify the requirements for open and private space.

“Alyssa Linville - Director of Planning and Neighborhood Services responded that the space could be private or shared, and referenced Desert Sky as an example, noting that the units there have their own backyards and a common open space.

PUBLIC COMMENT

“Jeff Snow, 3064 S. Avenue B, Yuma, AZ, asked for clarification on the difference between a Planned Unit Development (PUD) and a Planned Area Development (PAD) and a Site Specific development, and whether the proposed amendments to PUDs would impact site-specific plans or PADs. He also inquired whether density would be determined by land use, zoning, City Council, or through a PUD agreement. Additionally, he asked what development standards would apply and how those standards are determined. Lastly, Mr. Snow requested examples of passive open space that would be acceptable to the City of Yuma under the proposed amendments.

“Linville stated that, at this time, only Planned Unit Development (PUD) requirements are being addressed and noted that regarding modified development standards such as lot coverage, setbacks, roadways, building heights, and parking, all standards can be modified through the PUD process providing developers with more flexibility and creativity in how they utilize their property.

“Linville also noted that density allowances would be determined by the land use designation.

“Linville referenced Desert Sky as an example, which has a General Plan designation of Medium Density, allowing 5 to 12.9 dwelling units per acre. Under the current code, Desert Sky is developing at a density of 5 to 7 dwelling units an acre. The proposed amendment will support increasing those densities in hopes of

achieving a development which is closer to the 12.9 dwelling units per acre.

“Mr. Snow asked whether the amendment would affect how land use and zoning apply to a given property, to which Linville responded yes.

MOTION

“Motion by Lorraine Arney - Planning and Zoning Commissioner, second by Jorge Gonzalez - Planning and Zoning Commission, to APPROVE ZONE-43749-2025 as presented.

“Motion carried unanimously, (4-0) with two 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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

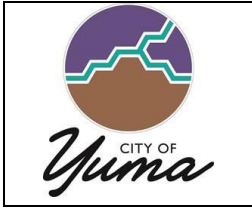
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/14/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/12/2025



STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING DIVISION
CASE TYPE – TEXT AMENDMENT
CASE PLANNER: ALYSSA LINVILLE

Hearing Date April 14, 2025

Case Number: ZONE-43749-2025

Project Description: This is a request by The City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 154, Article 14, Section 7, to update development regulations within the Planned Unit Development Overlay (PUD) District.

Staff recommendation: Staff recommends **APPROVAL** of the text amendment to amend Title 15, Chapter 154, Article 14, Section 7, to update development regulations within the Planned Unit Development Overlay (PUD) District.

Suggested Motion: Move to **APPROVE** the text amendment ZONE-43749-2025 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, Article 14, Section 7, to update development regulations within the Planned Unit Development Overlay (PUD) District.

Staff Analysis: The purpose of a Planned Unit Development (PUD) is to encourage innovative, flexible, and integrated land-use planning that results in more creative and efficient developments. A PUD allows for a mix of residential, commercial, and recreational spaces within a defined area, while providing developers with greater flexibility than traditional zoning regulations. This flexibility is designed to promote more thoughtful site designs, better use of land, and improved community outcomes, such as enhanced open space, pedestrian-friendly environments, and a mix of housing types.

PUDs also aim to accommodate a variety of building types, densities, and land uses in a cohesive manner, allowing for the integration of residential, recreational, and commercial spaces that serve the needs of a diverse population. The ultimate goal is to create well-designed, sustainable communities that are more connected, livable, and visually appealing, while meeting the specific needs of both residents and the broader community.

The proposed text amendment to the Yuma City Code aims to update and clarify key aspects of the PUD regulations. These amendments focus on enhancing the density of developments, ensuring adequate open space, and refining the development process to reflect current best practices. Below is an expanded analysis of the amendment language and its potential impact:

1. **Density:** In an effort to support increased densities within these developments, the proposed amendment will no longer require that an average lot area be provided in accordance with the underlying zoning district. By removing this requirement, developers will have an opportunity to design communities which offer creative and innovative approaches increasing densities.

2. **Open Space:** The proposed amendment will update provisions related to required open space. While the code currently requires open space, the open space amount is determined by the size needed to meet the average minimum lot size throughout the development. Therefore, it is proposed that a standard percentage be required, and such open space can either be in the form of private or common open space. A definition for open space will also be added to the zoning code in an effort to provide clarity on what open space is and how it can be utilized.
3. **Process Update:** The proposed amendment also aims to remove application requirements which are no longer a relevant requirement in processing these types of development applications.

In summary, these amendments reflect a broader vision for higher-density, sustainable, and community-oriented development in Yuma. By defining open space more clearly, requiring a minimum amount of such spaces in new PUD developments, and emphasizing efficient and transparent planning processes, the amendment aims to balance increased density with the preservation of quality living environments.

1. Does the proposed amendment implement the goals, objectives and policies of the General Plan?

Yes. The text amendment supports the following Goal and Policies from Chapter two – Land Use:

Goal 1.0: Create a community where all uses and activities are mutually in balance.

Objective 1.1: Ensure sufficient land suitably located and serviced to accommodate a desirable mix of residential, business, recreational, industrial and public activities within the community.

Policy 1.1.1: The City shall plan for a mix of residential, commercial and industrial land in order to support a sustainable economy.

Policy 1.1.2: The City shall plan for a balance of parkland and open space in developing areas.

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?

No. The proposed amendment will change development standards within the Planned Unit Development (PUD) Overlay District, but will have no impact on the range of uses permitted within the zoning code.

4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?

Yes. The proposed amendment will modify certain development requirements within the zoning code.

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:

- Increased densities and opportunities for creative communities
- Clarify open space requirements

- Updated application requirements reflective of current needs

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.

Attachments:

A	B
Draft Text	Agency Notification

Prepared By: *Alyssa Linville*

Date: March 27, 2025

Alyssa Linville, Director of Planning
and Neighborhood Services

Alyssa.Linville@yumaaz.gov

(928) 373-5000, ext.
3037

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

Date: 3/27/25

**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:

OPEN SPACE. Land designated for public or private use that will not be developed, serving as community recreation space. Open space can include parks, playgrounds, playfields, greenbelts, natural areas, walking trails and areas used for active or passive recreation.

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 7 Planned Unit Developments Overlay District, Subsection C (4), be amended to delete the strike through text and insert the bolded text:

- (4) ~~Density. The average lot area per dwelling unit, including common area but excluding area occupied by public or private streets, shall not be less than that required by the zoning district regulations otherwise applicable to the site. In density computations, common area shall include open space and recreational areas that are to be used exclusively for the residents of the development who receive an undivided ownership and responsibilities for such area.~~ **The permitted number of dwelling units shall be determined by the underlying zoning designation.**

SECTION 3: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 7 Planned Unit Developments Overlay District, Subsection C, be amended to insert the bolded text:

- (7) **Open Space. A minimum of 15% of the development, exclusive of area occupied by public or private streets, shall be designated for the use of private open space, common open space, or a combination of both.**

SECTION 4: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 7 Planned Unit Developments Overlay District, Subsection D (2), be amended to delete the strike through text and insert the bolded text:

- (2) ~~Preliminary~~ **Development plan.** The following minimum information is required in addition to requirements of §§ 153-30 and 153-31 of the subdivision regulations:
- (a) ~~Statement.~~ A statement of planning objectives to be achieved by the PUD through the particular approach proposed. This statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made;
 - (b) ~~Development schedule.~~ A development schedule indicating the approximate date when construction of the PUD or stages of the PUD can be expected to begin and be completed;
 - (c) ~~(b)~~ **Statement of intentions.** A statement of intentions with regard to the future selling or leasing of all or portions of the PUD, such as land areas, dwelling units, recreation facilities and the like. Two copies of the proposed deed restrictions and articles of incorporation of a home owners association shall be furnished;
 - (d) ~~(c)~~ **Quantitative data from the following Development details.** Total number of each type of dwelling units; gross and net parcel size; gross and net residential densities; total amount of open space in various categories; variations in setbacks, height, individual lot size and lot coverage for each dwelling type proposed; total number of parking spaces;
 - (e) ~~Economic feasibility study.~~ Economic feasibility study or market analysis where necessary and requested by the Planning Director or Planning Commission;

~~(f)~~ **(d)** *Typical floor plans.* Typical floor plans and placement of structures on individual lots or parcels;

~~(g)~~ **(e)** *Pedestrian and vehicular circulation system.* Interrelationship of pedestrian and vehicular circulation system;

~~(h)~~ **(f)** *Landscape plan.* A schematic landscape plan indicating the treatment of private and common open spaces;

~~(i)~~ *Information on adjacent land areas.* Adequate information on adjacent land areas to indicate relationships between the proposed development and existing and proposed adjacent areas, including land uses, zoning classifications, densities, circulation systems, public facilities and unique natural features;

~~(j)~~ **(g)** *Treatment of perimeter.* Treatment of perimeter of the PUD, including materials and techniques used such as screens, fences and walls; and

~~(k)~~ **(h)** *Additional information.* Any additional information which may be necessary to properly evaluate the character and impact of the proposed PUD.

1. Where projects are developed in stages, PUD zoning designation can only be considered for the stages for which the above materials have been presented. Sketch plans including land uses, site design, circulation and adjacent land uses shall be submitted for the remaining lands to be developed in future stages of the project even though they are not under consideration for approval at this time.

2. The ~~preliminary~~ **development** plan shall be heard by the Planning Commission and shall be forwarded to the City Council with the recommendation of the Planning Commission in accordance with the procedures established under § 154-03.03 of this chapter. Upon approval of the ~~preliminary~~ **development** plan by the City Council, PUD zoning shall be designated on the official zoning map.

SECTION 5: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 7 Planned Unit Developments Overlay District, Subsection D (3), be amended to delete the strike through text:

~~(3) *Final plan.* Within a maximum of six months following approval of the preliminary plan, the applicant shall file with the Planning Director a final development plan containing in a precise and detailed form the information required in division (D)(2) above and in §§ 153-45 through 153-51 of the city subdivision regulations. At its discretion, and for good cause, the Planning Commission may extend for six months the period for filing of the final development plan upon request by the applicant. The final development plan shall be in substantial conformance with the preliminary development plan, and shall be referred to the Planning Commission for recommendation prior to consideration by the City Council.~~

SECTION 6: That the Yuma City Code, Title 15, Chapter 154, Article 14, Section 7 Planned Unit Developments Overlay District, Subsection D (3 and 4), be amended to delete the strike through text and insert the bolded text:

(3) If no construction has begun within ~~one~~ **two** years following approval of the final development plan, said approval shall lapse and become void. ~~The Planning and Zoning Commission, upon showing of good cause, may extend for a period of six months, the time for beginning construction. If the PUD becomes void, the development plan and rezone shall be subject to A.R.S. § 9-462.01.~~

- (4) After completion of the PUD, any minor extensions, alterations or modifications of existing buildings or structures may be authorized by the ~~Board of Adjustment~~ **Hearing Officer** if they are consistent in concept and character with the PUD.

ATTACHMENT B AGENCY NOTIFICATION

- Legal Ad Published: The Sun 03/17/25
- 34 Commenting/Reviewing Agencies noticed: 02/27/25
- Neighborhood Meeting: N/A
- Hearing Date: 04/14/25
- Comments due: 03/10/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	03/11/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	Yes	02/28/25	X		
Yuma County Water Users' Assoc.	NR				
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	03/03/25	X		
City of Yuma Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Police	NR				
Parks & Recreation	NR				
Development Engineering	NR				
Fire	Yes	03/03/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	02/28/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

Neighborhood Meeting	Comments Available
NONE REQUIRED	N/A

PUBLIC COMMENTS RECEIVED: NONE RECEIVED.

ORDINANCE NO. O2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, RELATING TO DEVELOPMENT REGULATIONS WITHIN THE PLANNED UNIT DEVELOPMENT OVERLAY

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 April 14, 2025 in Case no: ZONE-43749-2025 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 March 21, 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-43749-2025 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:

***OPEN SPACE.* Land designated for public or private use that will not be developed, serving as community recreation space. Open space can include parks, playgrounds, playfields, greenbelts, natural areas, walking trails and areas used for active or passive recreation.**

SECTION 2: Yuma City Code, Title 15, Chapter 154, Article 14, Section 7, Planned Unit Developments Overlay District, Subsection C (4), is amended to delete the strike through text and insert the bolded text:

- (4) ~~*Density.* The average lot area per dwelling unit, including common area but excluding area occupied by public or private streets, shall not be less than that required by the zoning district regulations otherwise applicable to the site. In density computations, common area shall include open space and recreational areas that are to be used exclusively for the residents of the development who receive an undivided ownership and responsibilities for such area. The~~ **permitted number of dwelling units shall be determined by the underlying zoning designation.**

SECTION 3: Yuma City Code, Title 15, Chapter 154, Article 14, Section 7, Planned Unit Developments Overlay District, Subsection C, is amended to insert the bolded text:

- (7) ***Open Space.*** A minimum of 15% of the development, exclusive of area occupied by public or private streets, shall be designated for the use of private open space, common open space, or a combination of both.

SECTION 4: Yuma City Code, Title 15, Chapter 154, Article 14, Section 7, Planned Unit Developments Overlay District, Subsection D (2), is amended to delete the strike through text and insert the bolded text:

- (2) ~~*Preliminary Development plan.*~~ The following minimum information is required in addition to requirements of §§ 153-30 and 153-31 of the subdivision regulations:
- (a) *Statement.* A statement of planning objectives to be achieved by the PUD through the particular approach proposed. This statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made;
 - ~~(b) *Development schedule.* A development schedule indicating the approximate date when construction of the PUD or stages of the PUD can be expected to begin and be completed;~~
 - ~~(c)~~ (b) *Statement of intentions.* A statement of intentions with regard to the future selling or leasing of all or portions of the PUD, such as land areas, dwelling units, recreation facilities and the like. Two copies of the proposed deed restrictions and articles of incorporation of a home owners association shall be furnished;
 - ~~(d)~~ (c) *Quantitative data from the following Development details.* Total number of each type of dwelling units; gross and net parcel size; gross and net residential densities; total amount of open space in various categories; variations in setbacks, height, individual lot size and lot coverage for each dwelling type proposed; total number of parking spaces;
 - ~~(e) *Economic feasibility study.* Economic feasibility study or market analysis where necessary and requested by the Planning Director or Planning Commission;~~
 - ~~(f)~~ (d) *Typical floor plans.* Typical floor plans and placement of structures on individual lots or parcels;
 - ~~(g)~~ (e) *Pedestrian and vehicular circulation system.* Interrelationship of pedestrian and vehicular circulation system;
 - ~~(h)~~ (f) *Landscape plan.* A schematic landscape plan indicating the treatment of private and common open spaces;
 - ~~(i) *Information on adjacent land areas.* Adequate information on adjacent land areas to indicate relationships between the proposed development and existing and proposed adjacent areas, including land uses, zoning classifications, densities, circulation systems, public facilities and unique natural features;~~
 - ~~(j)~~ (g) *Treatment of perimeter.* Treatment of perimeter of the PUD, including materials and techniques used such as screens, fences and walls; and

~~(k)~~ **(h)** *Additional information.* Any additional information which may be necessary to properly evaluate the character and impact of the proposed PUD.

1. Where projects are developed in stages, PUD zoning designation can only be considered for the stages for which the above materials have been presented. Sketch plans including land uses, site design, circulation and adjacent land uses shall be submitted for the remaining lands to be developed in future stages of the project even though they are not under consideration for approval at this time.

2. The ~~preliminary~~ **development** plan shall be heard by the Planning Commission and shall be forwarded to the City Council with the recommendation of the Planning Commission in accordance with the procedures established under § 154-03.03 of this chapter. Upon approval of the ~~preliminary~~ **development** plan by the City Council, PUD zoning shall be designated on the official zoning map.

SECTION 5: Yuma City Code, Title 15, Chapter 154, Article 14, Section 7, Planned Unit Developments Overlay District, Subsection D (3), is amended to delete the strike through text:

~~(3) — *Final plan.* Within a maximum of six months following approval of the preliminary plan, the applicant shall file with the Planning Director a final development plan containing in a precise and detailed form the information required in division (D)(2) above and in §§ 153-45 through 153-51 of the city subdivision regulations. At its discretion, and for good cause, the Planning Commission may extend for six months the period for filing of the final development plan upon request by the applicant. The final development plan shall be in substantial conformance with the preliminary development plan, and shall be referred to the Planning Commission for recommendation prior to consideration by the City Council.~~

SECTION 6: Yuma City Code, Title 15, Chapter 154, Article 14, Section 7, Planned Unit Developments Overlay District, Subsection D (3 and 4), is amended to delete the strike through text and insert the bolded text:

(3) If no construction has begun within ~~one~~ **two** years following approval of the final development plan, said approval shall lapse and become void. ~~The Planning and Zoning Commission, upon showing of good cause, may extend for a period of six months, the time for beginning construction.~~ **If the PUD becomes void, the development plan and rezone shall be subject to A.R.S. § 9-462.01.**

(4) After completion of the PUD, any minor extensions, alterations or modifications of existing buildings or structures may be authorized by the ~~Board of Adjustment~~ **Hearing Officer** if they are consistent in concept and character with the PUD.

SECTION 7: 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 June, 2025.

APPROVED:

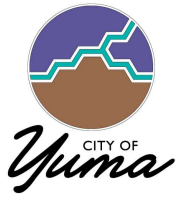
Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney



City of Yuma

City Council Report

File #: O2025-021

Agenda Date: 6/4/2025

Agenda #: 1.

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

TITLE:

Rezoning of Property: 1720 S. Maple Avenue

SUMMARY RECOMMENDATION:

Rezone a 6,300 square foot lot from the Light Industrial/Infill Overlay (LI/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1720 S. Maple Avenue. (ZONE-43811-2025) (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

The subject property is located along Maple Avenue and is approximately 6,300 square feet in size. The property is currently developed with a single-family residence.

The applicant is requesting to rezone the property from the Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District. Any new residential expansions on the property requires a rezone to the Low Density Residential/Infill Overlay (R-1-6/IO) District.

Further specified in the Yuma City Code § 154-05.04, the following are some of the development standards required of a development in the Low Density Residential (R-1-6) District:

1. The minimum lot size is 6,000 sq. ft.;
2. The maximum lot coverage shall not exceed 50% of the lot area;
3. A minimum front yard setback of 20 feet for all buildings, including accessory structures;
4. A minimum side yard setback of 5 feet*;
5. A minimum rear yard setback of 10 feet; and
6. A maximum building height of 40 feet.

*Infill Overlay Incentive.

The request to rezone the property from the Light Industrial/Infill Overlay District to the Low Density Residential/Infill Overlay (R-1-6/IO) District is in conformance with the Low Density Residential Land Use Category in the General Plan.

Four similar rezoning requests have been approved within this area; occurring in 2007, 2023, and 2024. On April 28, 2025, the Planning and Zoning Commission voted to recommend APPROVAL of the rezoning from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, subject to the 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. Each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a Building Permit, Certificate of Occupancy or City of Yuma Business License for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS § 9-462.01.

PUBLIC COMMENTS - EXCERPTS FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:

Questions for Staff:

None

Questions for Applicant:

None

Public Comments:

None

Motion:

"Motion by Lorraine Arney, Planning Commissioner, second by Chelsea Malouff-Craig, Planning Commissioner to APPROVE ZONE-43811-2025 as presented.

"Motion carried unanimously, (4-0) with two absent and one vacancy."

Planning Commission 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			
-			
To total; right click number & choose "Update Field"			

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025



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

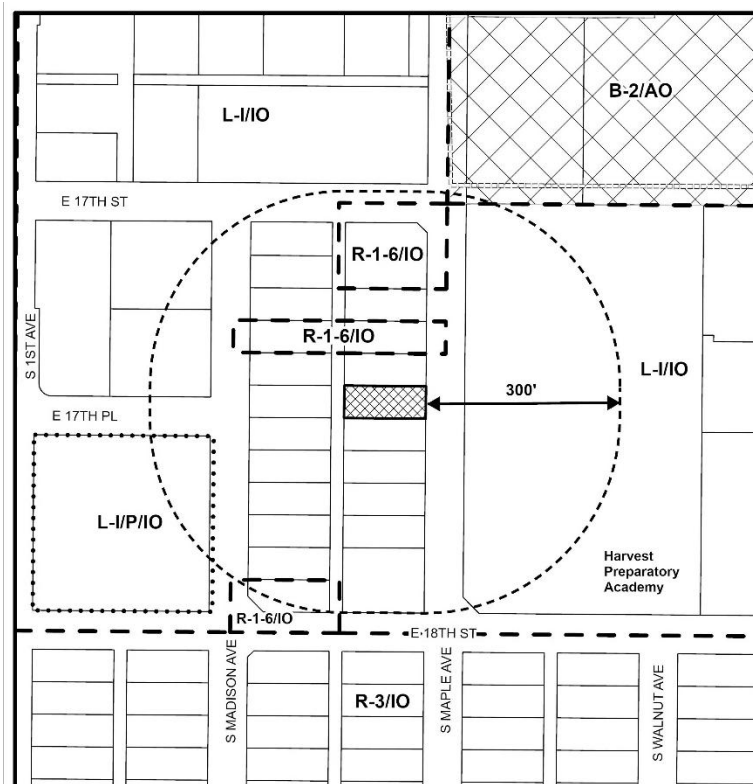
Hearing Date: April 28, 2025

Case Number: ZONE-43811-2025

Project Description/Location: This is a request by Carlos, Jr. and Veronica Fuentes to rezone one parcel, approximately .14 acres, from the Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1720 S. Maple Avenue, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Light Industrial/Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
North	Light Industrial/Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
South	Light Industrial/Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
East	Light Industrial/Infill Overlay (L-I/IO) District	Harvest Prep Academy	Commercial
West	Light Industrial/Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential

Location Map



Prior site actions: Annexation: Ordinance 672 South Yuma (July 21, 1956); Subdivision: Clarence Trigg Subdivision Unit No. 2 (May 15, 1951)

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

Suggested Motion: Move to **APPROVE** Rezone ZONE-41390-2023 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 a parcel, approximately 6,314 square feet, from the Light Industrial (L-I) District to the Low Density Residential (R-1-6) District, while maintaining the Infill Overlay (IO) District, for the property located at 1720 S. Maple Avenue, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

Staff Analysis: The subject property is approximately 50 feet wide and 126 feet deep, with frontage on S. Maple Avenue. Currently, there is a single-family home built on the property.

The applicant is requesting to rezone the property from the Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District to bring the property into conformance with the actual use. Any new residential construction on the property requires a rezone to the Low Density Residential/Infill Overlay (R-1-6/IO).

The subject property is located within the area of the City that was subdivided in the 1950s. This neighborhood is a mix of commercial, industrial & residential uses. South of 17th Street & west of Maple Avenue is primarily residential in nature.

Several properties in the area are developed with residential homes and the rezone of this property would match the surrounding character and nature of current use. This request 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:		Low Density Residential							
Issues:		None							
Historic District:	Brinley Avenue		Century Heights		Main Street		None	X	
Historic Buildings on Site:		Yes		No	X				

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

FACILITY PLANS						
Transportation Master Plan	Planned	Existing	Gateway	Scenic	Hazard	Truck
Maple Avenue - Local	29 FT H/W	30 FT H/W				
17th Avenue - Local	29 FT H/W	30 FT H/W				
Bicycle Facilities Master Plan	Maple Avenue - Proposed Bike Route					

YCAT Transit System	Green Route 4/4A
Issues:	None

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

Parks, Recreation and Open Space Element:									
Parks and Recreation Facility Plan									
Neighborhood Park:	Existing: Joe Henry Optimist Park				Future: Joe Henry Park Improvements				
Community Park:	Existing: Kennedy Memorial Complex				Future: Kennedy Memorial Complex				
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:	Mesa Heights Development Area								
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X			
Conforms:	Yes	X	No						
Conservation, Energy & Environmental Element:									
Impact on Air or Water Resources	Yes		No	X					
Renewable Energy Source	Yes		No	X					
Issues:	None								
Public Services Element:									
<u>Population Impacts</u> Population projection per 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			Dwellings & Type <i>Single Family</i>		Projected Population	Police Impact	Water Consumption		Wastewater Generation
			Maximum	Per Unit		Officers	GPD	AF	GPD
			1	2.7	3	0.01	559	0.6	189
			Minimum						
			1	2.7	3	0.01	559	0.6	189
Fire Facilities Plan:	Existing: Fire Station No. 4				Future: Fire Station No. 4				
Water Facility Plan:	Source:	City	X	Private	Connection:		4" Water		
Sewer Facility Plan:	Treatment:	City	X	Septic	Private		Connection: 8" Sewer		
Issues:	None								
Safety Element:									
Flood Plain Designation:	X				Liquefaction Hazard Area:		Yes	No	X
Issues:	None								
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:	None								

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

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

Public Comments Received: None

External Agency Comments: None

Proposed conditions delivered to applicant on: March 27, 2025

Final staff report delivered to applicant on: April 10, 2025

- ☒ Applicant agreed with all of the conditions of approval on: April 8, 2025
- ☐ 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
Conditions of Approval	Agency Notifications	Neighbor Notification List	Neighbor Postcard	Aerial Photo

Prepared By: *Zenia Fiveash*
Zenia Fiveash
Assistant Planner
Zenia.Fiveash@yumaaz.gov

Date: April 8, 2025

(928) 373-5000, x3040

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

Date: 4/8/25

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

Date: 04/09/25

ATTACHMENT A
CONDITIONS OF APPROVAL

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

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

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

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

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

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

ATTACHMENT B

AGENCY NOTIFICATIONS

- Legal Ad Published: The Sun 4/04/25
- 300' Vicinity Mailing: 3/10/25
- 34 Commenting/Reviewing Agencies noticed: 3/24/25
- Site Posted on: 4/14/25
- Neighborhood Meeting: N/A
- Hearing Date: 4/28/25
- Comments due: 3/24/25

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Yuma County Airport Authority	Yes	3/17/25	X		
Yuma County Engineering	NR				
Yuma County Public Works	Yes	3/13/25	X		
Yuma County Water Users' Assoc.	Yes	3/17/25	X		
Yuma County Planning & Zoning	Yes	3/13/25	X		
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Fort Yuma Quechan Indian	Yes	3/13/25	X		
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration		3/13/25	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	3/13/25	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	3/14/25	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

ATTACHMENT C
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code		
AEA FEDERAL CREDIT UNION	1780 S 1ST AVE	YUMA	AZ	85364
BEJARANO JUAN ANTONIO JR	1719 S MADISON AVE	YUMA	AZ	85364
BONILLA PABLO	1743 S MADISON AVE	YUMA	AZ	85364
CONTRERAS RICARDO	1725 S MADISON AVE	YUMA	AZ	85364
DOBOSZ DANIEL P & TARA M	3049 W 12TH LN	YUMA	AZ	85364
FUENTES VERONICA & CARLOS JR	2953 S ROYAL ABERDEEN LOOP	GREEN VALLEY	AZ	85614
GAMBOA DAVID JR	1821 S 3RD AVE	YUMA	AZ	85364
GARCIA MIKE	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
KING GERALD JR & CATHY JT	1712 S MAPLE AVE	YUMA	AZ	85364
MARTINEZ ORALIA	1761 S MADISON AVE	YUMA	AZ	85364
MAY VIOLA	5435 E 38TH PLACE	YUMA	AZ	85365
NEXT LEVEL HOME BUYERS LLC	2903 W 12TH PL	YUMA	AZ	85364
QUINTERO MARIA TRUST 4-10-2024	PO BOX 1903	WINTERHAVEN	CA	92283
QUINTERO VALERIE JEAN	2160 S DEL VALLE WAY	YUMA	AZ	85364
QUINTERO VALERIE JEAN	2160 S DEL VALLE WAY	YUMA	AZ	85364
RAMIREZ TERESA	1789 S MADISON AVE	YUMA	AZ	85364
RANGEL SERGIO R &	1737 S MADISON AVE	YUMA	AZ	85364
SANCHEZ NOHEMI	1704 S MAPLE AVE	YUMA	AZ	85364
SMITH WM MICHAEL & DELLA E	1321 W 19TH ST	YUMA	AZ	85364
SPONGROSS KATHY M	1715 S MADISON AVE LOT A	YUMA	AZ	85364
STUHR ROSARIO RAMOS	15385 S AVENUE 4E	YUMA	AZ	85365
TRES ESTRELLAS HOLDINGS LLC	13484 S AVENUE 5 E	YUMA	AZ	85365
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ	85364
YUMA SAFE STORAGE LLC	4062 S NAVEL AVE	YUMA	AZ	85365

ATTACHMENT D
NEIGHBOR MAILING

This is a request by Carlos, Jr. and Veronica Fuentes to rezone one parcel, approximately .14 acres, from the Light Industrial/Infill Overlay (L-I/IO) to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1720 S. Maple Avenue, Yuma, AZ.

**MEETING DATE,
TIME & LOCATION
FOR CASE #
ZONE-43811-2025**

PUBLIC HEARING
04/28/2025 @ 4:30pm
City Hall Council Chambers
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 1720 S. Maple Avenue, Yuma, AZ, you are invited to attend the public meeting to voice your comments. If you have questions or wish to submit written comments, please contact Zenia Fiveash by phone at (928) 373-5000 ext. 3040 or by email at Zenia.Fiveash@YumaAz.gov

ATTACHMENT E
AERIAL PHOTO



ORDINANCE NO. O2025-021

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

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on April 28, 2025 in Zoning Case No: ZONE-43811-2025 in the manner prescribed by law for the purpose of rezoning one parcel of real property hereafter described to the Low Density Residential/Infill Overlay (R-1-6/IO) District as provided in Chapter 154 of the Yuma City Code; and,

WHEREAS, due and proper notice of the public hearing was given in the time, form, substance and manner provided by law, including publication of notice of the hearing in the Yuma Sun on April 4, 2025; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the rezoning in Case No: ZONE-43811-2025 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: That the following described real property, depicted in Exhibit A, attached:

A portion of the East half of the Southwest quarter of the Northeast quarter of the Northeast quarter (E½SW¼NE¼NE¼) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, and more particularly described as follows:

Lot 7, Block 7 of the Clarence Trigg Subdivision Unit No. 2, dated 5/18/1951, Fee # 3853, recorded in Book 3 of Plats, page 67, Yuma County Records.

Containing 6300.05 square feet, more or less.

shall be placed in the Low Density Residential/Infill Overlay (R-1-6/IO) District, as defined by Chapter 154 of the Yuma City Code as amended; that upon this Ordinance becoming final, the described real property shall be subject to all rules, regulations and

requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Low Density Residential/Infill Overlay (R-1-6/IO) District and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, is ordered to be changed and amended so as to show that the real property described in this Ordinance will be located within the Low Density Residential/Infill Overlay (R-1-6/IO) District.

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

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

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 timeframe then the rezone shall be subject to A.R.S. §9-462.01.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

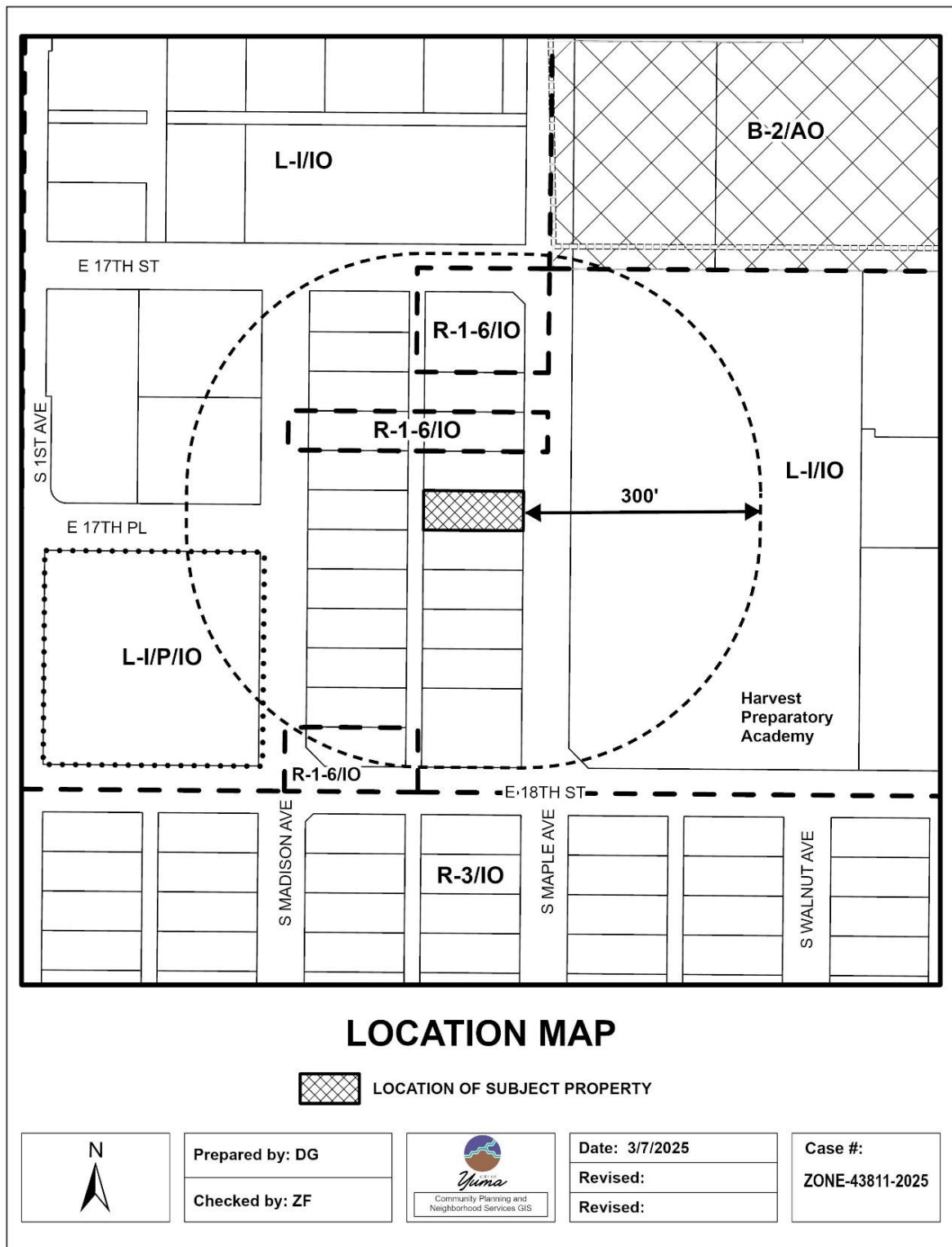
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A





City of Yuma

City Council Report

File #: R2025-066

Agenda Date: 6/4/2025

Agenda #: 1.

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

TITLE:

Minor General Plan Amendment: 3064 and 3116 S. Avenue B

SUMMARY RECOMMENDATION:

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Commercial to High Density Residential. (Planning and Neighborhood Services/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 Dahl, Robins & Associates, on behalf of Territorial Real Estate AZ LLC, to change the land use designation from Commercial to High Density Residential for approximately 6.65 acres located at 3064 and 3116 S. Avenue B, Yuma, AZ.

The existing Commercial land use designation supports the following types of zoning: Transitional (TR), Planned Shopping Center (PSC), Limited Commercial (B-1), and General Commercial (B-2) 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 allow the development of multi-family units.

On May 12, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (6-0) of the General Plan amendment request to change the land use designation from Commercial to High Density Residential.

Public Comments - Excerpt from Planning and Zoning Commission Minutes (05/12/25):

QUESTIONS FOR STAFF

None

APPLICANT/APPLICANT'S REPRESENTATIVE

None

PUBLIC COMMENT

None

“Motion by John Mahon - Planning and Zoning Commissioner, second by Lorraine Arney - Planning and Zoning Commissioner to APPROVE GP-43670-2025 as presented.

“Motion carried unanimously, (6-0).”

FISCAL REQUIREMENTS:

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

FISCAL IMPACT STATEMENT:

NONE

ADDITIONAL INFORMATION:

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES
COMMUNITY PLANNING
CASE TYPE – GENERAL PLAN AMENDMENT
Case Planner: Meredith Rojas**

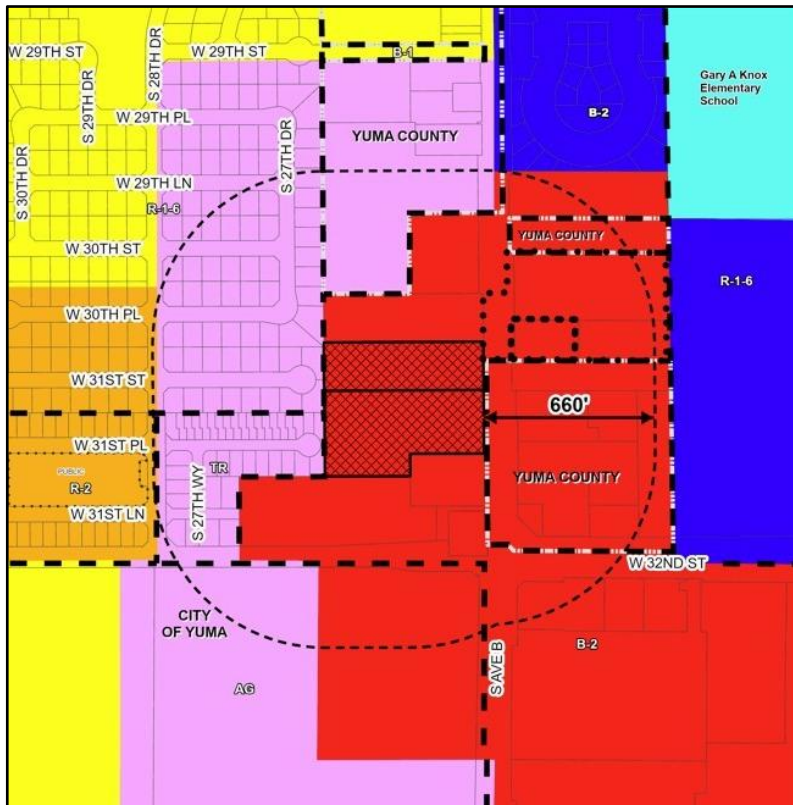
Hearing Date: May 12, 2025

Case Number: GP-43670-2025

Project Description/Location: This is a Minor General Plan Amendment request by Dahl, Robins & Associates, on behalf of Territorial Real Estate AZ LLC, to change the land use designation from Commercial to High Density Residential for approximately 6.65 acres located at 3064 and 3116 S. Avenue B, Yuma, AZ.

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

Location Map



- LOCATION OF SUBJECT PROPERTY
- NOTIFICATION AREA

GENERAL PLAN - LAND USE

- Low Density Residential
- Medium Density Residential
- Mixed Use
- Commercial
- Business Park
- Public/Quasi-Public

ZONING DISTRICTS

- AG - Agricultural District
- B-1 - Limited Commercial
- B-2 - General Commercial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-2 - Medium Density Residential
- TR - Transitional
- Public (P) Overlay
- Aesthetic Overlay District (AO)

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

Staff Recommendation: Staff recommends the Planning and Zoning Commission APPROVE the request to change the land use designation for approximately 6.65 acres from Commercial to High Density Residential.

Suggested Motion: Move to APPROVE the request to change the land use designation for approximately 6.65 acres from Commercial to High Density Residential.

Staff Analysis: This is a Minor General Plan Amendment request by Dahl, Robins & Associates, on behalf of Territorial Real Estate AZ LLC, to change the land use designation from Commercial to High Density Residential for approximately 6.65 acres located at 3064 and 3116 S. Avenue B, Yuma, AZ.

The existing Commercial land use designation supports the following types of zoning: Transitional (TR), Planned Shopping Center (PSC), Limited Commercial (B-1), and General Commercial (B-2) 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 allow the development of multi-family units.

Density

The current land use designation of Commercial would allow commercial development.

The proposed land use designation of High Density Residential would allow between 86 and 200 dwelling units.

Population

Information from the 2018-2022 American Community Survey provides data on population by housing unit type. The information results in an average household size of 1.9 persons per dwelling in the City of Yuma. Comparing the densities allowed within the General Plan, the potential persons expected are:

- Commercial:
Zero homes – Expected population: 0
- High Density Residential:
Minimum 86 homes – Expected population: 163
Maximum 200 homes – Expected population: 380

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 is estimated at:

- Commercial:
Expected population: 0 – School age: 0
- High Density Residential:
Minimum expected population: 163 – School age: 33
Minimum expected population: 380 – School age: 76

Transportation

The properties are located along Avenue B. Vehicle access to the properties will be from Avenue B, which is identified as a 4-lane Minor Arterial in the City of Yuma Transportation Master Plan.

There is a proposed bike lane along Avenue B and a proposed bike path along 32nd Street. There is an existing bus stop at 32nd Street at Avenue B that serves Yellow Route 95 and Purple Route 6A.

According to the City of Yuma Transportation Master Plan, Avenue B operates at a Level of Service (LOS) of C or above, meaning there are stable conditions with movements somewhat restricted due to higher volumes but not objectional to motorists. The Yuma Metropolitan Planning Organization identified average annual daily traffic counts at Avenue B between 32nd Street and 28th Street as 16,951 in 2024.

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 requested land use designation change will increase the maximum number of dwelling units allowed per acre.

Public Services - Education

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 properties are within the boundaries of the Crane Elementary School District and Yuma Union High School District. According to the Crane Elementary School District Boundary Map, the elementary students in the subject area are within the boundary of Gary A. Knox Elementary School at 2926 S. 21st Drive. Junior high school students are within the boundary of Crane Middle School located at 4450 W. 32nd Street. According to the Yuma Union High School District, the high school students are within the boundary of Cibola High School located at 4100 W. 20th Street.

Growth Areas - Avenue B and 32nd Street

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 Avenue B and 32nd Street Growth Area. This is an emerging development area with large expanses of undeveloped land surrounding commercial corridors.

An increase in residents in this area would enhance and strengthen the existing commercial development and transportation network. The General Plan states “very little High Density Residential is designated in the General Plan in this Growth Area and more should be encouraged.”

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
Ave B - Minor Arterial 4 Lanes	50 FT HW	45 FT HW
32 nd St - Principal Arterial 6 Lanes	62 FT HW	Varies
28 th St - Collector 2 Lanes	40 FT HW	Varies
Median Disclosure	Raised Median Covenant (Fee # 1998-13534) recorded May 21, 1998	

2. Does the proposed amendment impact any of the facility plans?

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?

No. The proposed amendment is not in conflict with the Council's prior actions.

Scheduled Public Hearings:

<input checked="" type="checkbox"/>	City of Yuma Planning and Zoning Commission: May 12, 2025
<input type="checkbox"/>	City of Yuma City Council: June 4, 2025

Public Comments Received: None Received

Agency Comments: See Attachment A

Neighborhood Meeting Comments: See Attachment C

Final staff report delivered to applicant on: 04/24/25

- ☐ Applicant agreed with staff's recommendation:
- ☐ Applicant did not agree with staff's recommendation:
- ☐ Final report was emailed to applicant and awaiting response.

Attachments

A	B	C	D	E
Agency Comments	Staff Worksheet	Neighborhood Meeting Comments	Neighbor Notification List	Aerial Photo

Prepared By: Meredith Rojas

Date: 04/21/2025

Meredith Rojas

Associate Planner

Meredith.Rojas@yumaaz.gov

(928) 373-5000, x3047

Reviewed By: Jennifer L. Albers

Jennifer L. Albers,
Assistant Director of Planning

Date: 4/21/25

Approved By: Alyssa Linville


Alyssa Linville,
Director, Planning and Neighborhood Services

Date: 04/24/25

**ATTACHMENT A
AGENCY COMMENTS**

DATE:	02/28/2025	NAME:	Antonio Martinez	TITLE:	Community Liaison Specialist
AGENCY:	MCAS Yuma			PHONE:	928-269-2103
<i>Enter comments below:</i>					
<p>Subject parcel is located adjacent (outside) to MCAS Yuma Runway 8 Accident Potential Zone 2 (APZ-2). Although this APZ is not recognized by the City of Yuma, still present and will have high aviation operations. It is requested an Aviation 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 easements to MCASYUMA_CPLO@usmc.mil. Thank you for the opportunity to review and comment.</p>					

**ATTACHMENT B
STAFF WORKSHEET**

	Staff Research – General Plan Amendment CASE #: GP-43670-2025 CASE PLANNER: MEREDITH ROJAS
---	---

I. PROJECT DATA

Project Location:		3064 S Avenue B, 3116 S Avenue B												
Parcel Number(s):		694-28-151, 694-28-152												
Parcel Size(s):		2.55 acres, 4.1 acres												
Total Acreage:		6.65												
Proposed Dwelling Units:		Maximum:		200		Minimum:		86						
Address:		3064 S Avenue B and 3116 S Avenue B												
Applicant:		Territorial Real Estate AZ LLC												
Applicant's Agent:		Kevin Dahl - 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		75+		APZ1		APZ2		CLEAR ZONE

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

Prior Cases or Related Actions:	
<u>Type</u>	<u>Conforms</u>
Pre-Annexation Agreement	Yes <input type="checkbox"/> No <input type="checkbox"/>
Annexation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
General Plan Amendment	Yes <input type="checkbox"/> No <input type="checkbox"/>
Development Agreement	Yes <input type="checkbox"/> No <input type="checkbox"/>
Rezone	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subdivision	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Conditional Use Permit	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pre-Development Meeting	Yes <input type="checkbox"/> No <input type="checkbox"/>
Enforcement Actions	Yes <input type="checkbox"/> No <input type="checkbox"/>

Land Division Status:	Legal lot of record
Irrigation District:	Yuma County Water Users' Association
Adjacent Irrigation Canals & Drains:	N/A
Water Conversion: (5.83 ac ft/acre)	38.77 Acre Feet a Year
Water Conversion Agreement Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

II. CITY OF YUMA GENERAL PLAN

Land Use Element:

Land Use Designation:	Commercial									
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
Ave B - Minor Arterial 4 Lanes	50 FT HW	45 FT HW	X			X
32 nd St – Principal Arterial 6 Lanes	62 FT HW	Varies	X			X
28 th St - Collector 2 Lanes	40 FT HW	Varies				
Bicycle Facilities Master Plan	Avenue B - Proposed bike lane, 32 nd Street - Proposed bike path					
YCAT Transit System	32 nd Street at Avenue B- Yellow Route 95 and Purple Route 6A					
Issues:						

Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan			
Neighborhood Park:	Existing: Las Casitas Park	Future: Las Casitas Park	
Community Park:	Existing: Smucker Memorial Park	Future: Smucker Memorial Park	
Linear Park:	Existing: East Main Canal Linear Park	Future: East Main Canal Linear Park	
Issues:			

Housing Element:

Special Need Household:	N/A
Issues:	

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:			

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	Dwellings & Type				Projected	Police	Water		Wastewater
	<i>Single Family</i>				Population	Impact	Consumption		Generation
	Maximum	Per Unit				Officers	GPD	AF	GPD
	200	2.9			580	1.09	120,060	134.5	40,600
	Minimum								
	86	2.9			249	0.47	51,626	57.8	17,458

Fire Facilities Plan:	Existing: Fire Station No. 6						Future: Fire Station No. 6			
Water Facility Plan:	Source:	City	X	Private		Connection:	8" PVC line on Avenue B			
Sewer Facility Plan:	Treatment:	City	X	Septic		Private		Gravity line in Las Casitas subdivision		
Issues:		No sewer line on Avenue B								

Safety Element:

Flood Plain Designation:	500 Year Flood	Liquefaction Hazard Area:	Yes	X	No
Issues:					

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

NOTIFICATION

- **Legal Ad Published: The Sun** 04/19/25
- **Display Ad Published:** 04/19/25
- **660' Vicinity Mailing:** 02/18/25
- **54 Commenting/Reviewing Agencies noticed:** 02/11/25
- **Site Posted:** 02/28/25
- **Neighborhood Meeting:** 03/06/25
- **Hearing Dates:** 05/12/25 & 06/04/25
- **Comments Due:** 04/12/25

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)	YES	02/12/25	X	
Yuma County Public Works	YES	02/18/25	X	
Yuma County Airport Authority	NR			
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	02/28/25		X
Bureau of Land Management (ARS)	NR			
US Border Patrol	NR			
US Postal Service	NR			
Quechan Tribal Office	YES	02/11/25	X	
Cocopah Indian Tribe	NR			
Yuma County Water Users' Association	YES	02/11/25	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	02/13/25	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	NR			
David Wostenberg, City Engineer	NR			
Jerry Anaya, Traffic Engineer	NR			
Andrew McGarvie, Engineering	NR			
Kayla Franklin, Fire – Prevention	YES	02/11/25	X	
Randall Crist, Building Safety	NR			
Jeremy McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

Neighborhood Meeting	Comments Available
N/A	N/A
Prop. 207 Waiver	
Received by Owner's signature on the application for this land use action request.	

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

Date Held: 03/06/25

Location: 3064 S. Avenue B

Attendees: Staff: Meredith Burns; Applicants: Kevin Dahl; Brett Hall, Will Katz

One neighbor in attendance: Mike Thompson

Summary of Attendees' Comments Related to the Project:

- Staff explained the request to change the land use designation from Commercial to High Density Residential.
- Applicants discussed their intent to build apartments on the properties following a General Plan amendment and rezoning.
- Neighbor asked about the timeline for development and how many units would be on the properties. Applicants said they have not yet determined a timeline for development or the number of units.
- Neighbor said he supports changing the land use designation and future development of apartments.

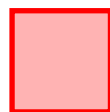
ATTACHMENT D
NEIGHBOR NOTIFICATION LIST

Property Owner	Mailing Address	City/State/Zip Code
ALANIS GLORIA E	603 9TH AVE	KIRKLAND, WA, 98033
ARMIENTA RUDIBERTO & TANIA	2789 W 31ST LN	YUMA, AZ, 85364
AVENUE B BUILDING LLC	4573 W LA QUINTA LOOP	YUMA, AZ, 85364
AVENUE B LLC	1655 S COUNTRY CLUB DR	MESA, AZ, 85210
BAIG ADIL M SOLE & SEPARATE TRUST 2-24-2023	3074 S HORSESHOE BEND AVE	YUMA, AZ, 85364
BARNES ANDREW R & KIMBERLY L	2817 W 31ST LN	YUMA, AZ, 85364
BARNETT BARBARA MARIE	2767 W 31ST PL	YUMA, AZ, 85364
BASERA HOLDINGS LLC	2591 S AVENUE 2 1/2E STE 1	YUMA, AZ, 85365
BERNAL ISMAEL	2817 W 29TH LN	YUMA, AZ, 85364
BES RENTALS LLC	2022 E MALIBU DR	TEMPE, AZ, 85282
BEST SOUTHWEST SVCS INC	2147 S COPPER VIEW WAY	YUMA, AZ, 85365
BINGHAM INVESTMENT COMPANY	1655 S COUNTRY CLUB DR	MESA, AZ, 85210
BRACK JASON A & JOANNA JT	2787 W 30TH PL	YUMA, AZ, 85364
CARRERAS MIGUEL	2482 S 34TH AVE	YUMA, AZ, 85364
CEBALLOS GERARDO	2786 W 31ST LN	YUMA, AZ, 85364
CHAVEZ OSCAR F JR	3156 S 27TH WAY	YUMA, AZ, 85364
CHIQUETE JESUS	2779 W 31ST PL	YUMA, AZ, 85364
CHOMINA ELOISA	2828 W 31ST ST	YUMA, AZ, 85364
CORRALES RAMON E & CINDY C JT	2764 W 31ST ST	YUMA, AZ, 85364
COVARRUBIAS MARTIN A	3746 W 18TH ST	YUMA, AZ, 85364
CRAIG JAMES & MARIE JT	2760 W 30TH ST	YUMA, AZ, 85364
EHC INVESTMENTS LLC	3093 S AVENUE B	YUMA, AZ, 85364
EZROJ JOENA	21192 E. ASPEN VALLEY DRIVE	QUEEN CREEK, AZ, 85142
FIRST ASSEMBLY OF GOD AN ARIZONA CORP	3000 S AVENUE B	YUMA, AZ, 85364
GARATE EDGAR E & LILIANA	3057 S 27TH DR	YUMA, AZ, 85364
GRACELAND AZ LLC	10 ANTHURIUM CT	DANVILLE, CA, 94506
GUDINA HECTOR	2835 W 30TH PL	YUMA, AZ, 85364
GULBRANSON TRUST 5-29-2015	2835 W 29TH LN	YUMA, AZ, 85364
GUTIERREZ ERICA	4728 W 29TH LN	YUMA, AZ, 85364
GUTIERREZ JULIAN	2785 W 30TH ST	YUMA, AZ, 85364
HADDAD & SWEIDAN REAL ESTATE LLC	3550 W BRANDI LN	YUMA, AZ, 85364
HARRINGTON FAMILY LLP	PO BOX 5346	YUMA, AZ, 85366
HEINRICH JASON J	2826 W 30TH PL	YUMA, AZ, 85364
HOWARD ANDREW L AND CONNIE S	16268 S AVENUE 2E	YUMA, AZ, 85365
JACKSON LAWRENCE P & ELIZABETH S JT	2715 W 31ST PL	YUMA, AZ, 85364
JASSO RICARDO PRIETO	2753 W 31ST PL	YUMA, AZ, 85364
KHAN MOHAMMAD M & FARKHANDA M TRUST	1115 S BARDEAUX AVE	YUMA, AZ, 85364
KLEPPE STEPHEN D & SHIRLEY R TRUST 5-11-07 &	420 W ROOSEVELT ST	PHOENIX, AZ, 85003
LONG ALLEN D SR & AVALONA M JT	2836 W 31ST ST	YUMA, AZ, 85364
LOPEZ DANIELA A & RICARDO ROCHIN JT	2749 W 31ST ST	YUMA, AZ, 85364

MARTINEZ SAMUEL	8364 S COCONINO LN	YUMA, AZ, 85364
MELLON SHELLEY	3609 W COUNTY 12 1/2 ST	YUMA, AZ, 85365
MEZA JESUS JR	2829 W 31ST ST	YUMA, AZ, 85364
MILLAN RAFAEL J	7036 BALCOM AVE	RESEDA, CA, 91335
MISIAC PROPERTIES LLC	3746 W 18TH ST	YUMA, AZ, 85364
MONTE BRIAN A & CAROLINA P	2845 W 31ST LN	YUMA, AZ, 85364
MORAN JUAN ALCALA & SANDRA MARTINEZ	2805 W 31ST ST	YUMA, AZ, 85364
NAVARRO FRANCISCO	3174 S AVENUE B	YUMA, AZ, 85364
NIEVES MARCO A & CLAUDIA A JT	2717 W 31ST ST	YUMA, AZ, 85364
OLAIZ ANTONIO M	3029 S 27TH DR	YUMA, AZ, 85364
ORTEGA MIGUEL	2837 W 31ST ST	YUMA, AZ, 85364
PASQUE PARTNERS AZ LP	2144 W 24TH ST STE 1	YUMA, AZ, 85364
PEREZ ANDREA M	2800 W 30TH ST	YUMA, AZ, 85364
PHILLIPS NORMAN E	2816 W 31ST LN	YUMA, AZ, 85364
QUINTERO ELENA	2983 S 27TH DR	YUMA, AZ, 85364
RAMIREZ EMMA LETICIA	2793 W 31ST PL	YUMA, AZ, 85364
RAMIREZ HERMELINDA	2784 W 30TH ST	YUMA, AZ, 85364
RAVA JERRY J II TRUST 8-19-1994	700 AIRPORT DR	KING CITY, CA, 93930
RENTERIA CYNTHIA & MOISES C	2747 W 30TH PL	YUMA, AZ, 85364
ROBLES CONSUELO	2763 W 30TH PL	YUMA, AZ, 85364
RODRIGUEZ ALAN GEOVANY & ITZAYANA JALYNN	3164 S 27TH WAY	YUMA, AZ, 85364
RODRIGUEZ EDUARDO	2811 W 31ST ST	YUMA, AZ, 85364
RODRIGUEZ RODOLFO D	2788 W 31ST ST	YUMA, AZ, 85364
RUBIO PEDRO & YOLANDA JT	3071 S 27TH DR	YUMA, AZ, 85364
RUIZ ISMAEL AMAYA & RUBIA ORELLANA JT	2809 W 30TH PL	YUMA, AZ, 85364
RUIZ JOSE E	2804 W 31ST ST	YUMA, AZ, 85364
RUIZ VERONICA & MARIO A JR JT	2701 W 31ST PL	YUMA, AZ, 85364
RUVALCABA JORDAN & DANITZA A CPWROS	2815 W 31ST PL	YUMA, AZ, 85364
SAGASTUME ROSI B	PO BOX 790	SAN LUIS, AZ, 85349
SALDANA JUAN & REGINA	2662 S MESA AVE	YUMA, AZ, 85364
SANCHEZ ARTURO &	8791 S AVENUE D	YUMA, AZ, 85364
SANCHEZ RAMIRO	22 OREGON ST	SALINAS, CA, 93905
SANCHEZ TERESA TRUST 11-29-12	2716 W 31ST ST	YUMA, AZ, 85364
SANCHEZ VANESSA ELENA	2808 W 30TH PL	YUMA, AZ, 85364
SCHEFTIC MARTHA & WILLIAM D	2741 W 31ST PL	YUMA, AZ, 85364
SEIS PROPERTIES LLC	720 E 22ND ST STE A	YUMA, AZ, 85364
SHAY OIL CO AZ CORP	PO BOX 1249	YUMA, AZ, 85366
TERRITORIAL REAL ESTATE AZ LLC	3064 S AVENUE B	YUMA, AZ, 85364
THE VILLAGE ON 19TH LLC	3155 S AVE B	YUMA, AZ, 85364
TOMAS CORNELIO S JR & RAQUEL JOY V JT	2761 W 30TH ST	YUMA, AZ, 85364
TUTELL TRUST 7-29-2022	2211 W BROOK ST	YUMA, AZ, 85364
VALDEZ MARICELA	2802 W 30TH PL	YUMA, AZ, 85364
VALLE GERARDO	2759 W 29TH LANE	YUMA, AZ, 85364
WARD MARIBEL	11768 SCRIPPS CAPE VISTA POINTE	SAN DIEGO, CA, 92131

WARD WILLIAM J TRUST	11768 SCRIPPS CAPE VISTA POINTE	SAN DIEGO, CA, 92131
YUMA CITY OF	ONE CITY PLAZA	YUMA, AZ, 85364
ZUNIGA EDUARDO & VERONICA JT	2806 W 30TH ST	YUMA, AZ, 85364
ZUNIGA JESUS A	3638 W 3RD PL	YUMA, AZ, 85364

ATTACHMENT E
AERIAL PHOTO



Subject Properties

RESOLUTION NO. R2025-066

**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 6.65 ACRES AT 3064 AND 3116 S. AVENUE B FROM
COMMERCIAL TO HIGH DENSITY RESIDENTIAL**

WHEREAS, the General Plan of the City of Yuma was adopted in 2022 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 May 12, 2025 for General Plan Amendment Case No. GP-43670-2025, 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 May 10, 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 Commercial to High Density Residential.

Adopted this _____ day of June, 2025.

APPROVED:

Douglas J. Nicholls
Mayor

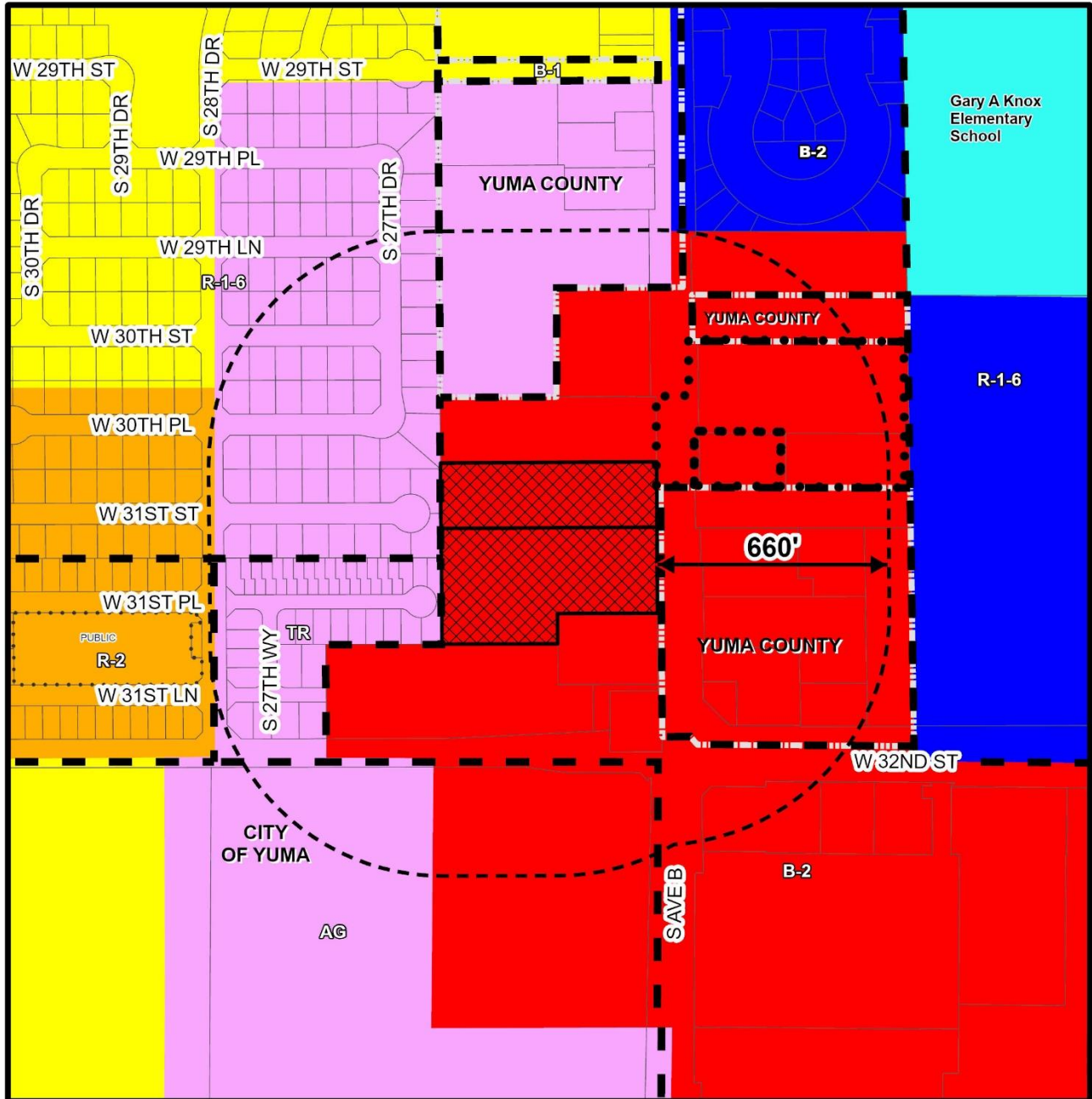
ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files
City Attorney

Exhibit A



GENERAL PLAN - LAND USE

- Low Density Residential
- Medium Density Residential
- Mixed Use
- Commercial
- Business Park
- Public/Quasi-Public

LOCATION MAP

- LOCATION OF SUBJECT PROPERTY
- NOTIFICATION AREA

ZONING DISTRICTS

- AG - Agricultural District
- B-1 - Limited Commercial
- B-2 - General Commercial
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-2 - Medium Density Residential
- TR - Transitional
- Public (P) Overlay
- Aesthetic Overlay District (AO)



Prepared by: DG

Checked by: MR



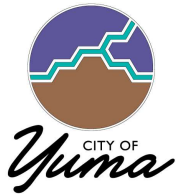
Date: 2/10/2025

Revised:

Revised:

Case #:

GP-43670-2025



City of Yuma

City Council Report

File #: MC 2025-082

Agenda Date: 6/4/2025

Agenda #: 2.

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

TITLE:

Annexation Area No. ANEX-43789-2025 Vision Assets

SUMMARY RECOMMENDATION:

This is a public hearing to consider the annexation of properties located at the northeast corner of W. 27th Street and 21st Drive. (ANEX-43789-2025). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

STRATEGIC OUTCOME:

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

REPORT:

The annexation area consists of four parcels of real property and the adjacent 27th Street, 20th Avenue, and 21st Drive right-of-way. The annexation area totals approximately 4.46 acres. The properties are owned respectively by:

1. Vision Assets, LLC, parcel 694-14-006, which is undeveloped,
2. Cynthia Ann Ray Sub-Trust, parcel 694-14-005, also undeveloped,
3. Ignacio R. Covarrubias, parcel 694-14-004, contains a single family home,
4. Adrian Covarrubias, parcel 694-14-003, also contains a single family home.

The City of Yuma received a request from Vision Assets, LLC, the larger easternmost parcel, to annex their property with the intent to rezone and subdivide within the City and develop single-family homes. In response, the City has initiated this annexation process and included the three adjacent parcels as well. Two of the parcels, APN 694-14-003 and 694-14-004, are the subject of a Pre-annexation Development agreement adopted by the City Council on July 18, 2001 (R2001-50) and January 4, 2006 (R2006-02). The property owners requested and have connected to City utility services. 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 694-14-005, 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 27th Street, 20th Avenue and 21st Drive. The

half-width ROW annexation area for 21st Drive extends north to 26th Street to provide a clearer jurisdiction boundary for this segment of 21st Drive.

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 May 6, 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 July 2, 2025, with adoption on July 16, 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: John D. Simonton	Date: 05/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 05/26/2025

ANNEXATION PETITION ANEX-43789-2025
Vision Assets 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:

A portion of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 5, Township 9 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona, being more particularly described as follows, Beginning at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of said Section 5 also being the True Point of Beginning, Thence Southerly along the West line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 657.32' feet to a point being the Southwest Corner of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, Thence Easterly along the South line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 25.00' feet to a point, Thence Northerly along a line a distance of 20.00' feet to a point, Thence Easterly along a line being parallel to and 20.00' feet North of the South line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 470.28' feet to a point, Thence Southerly along a line a distance of 20.00' feet to a point on the South line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, Thence Easterly along the South line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 20.00' feet to a point, Thence Northerly along a line being located 145.00' feet West and parallel to the East line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 640.00' feet to a point, Thence Westerly along a line a distance of 20.00' feet to a point, Thence Northerly along a line a distance of 20.00' feet to a point on the North line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, Thence Westerly along the North line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 165.00' feet to a point, Thence Southerly along a line a distance of 454.00' feet to a point being 206.00' feet North of the South line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, Thence Westerly along a line a distance of 274.61' feet to a point being 55.69' feet East of the West line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, Thence Northerly along a concave curve to the West having a radius of 1038.00' feet and a curve length of 77.02' feet to a point on a reverse curve, Thence Northerly along a concave curve to the East having a radius of 962.00' feet and a curve length of 170.74' feet to a point being 28.03' feet East of the West line of the Northwest Quarter of the Southeast Quarter of

the Northwest Quarter, Thence Westerly a distance of 3.03' feet to a point, Thence Northerly along a line being 25.000' feet East of the West line of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter a distance of 206.00' feet to a point, Thence Westerly along the North line of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter a distance of 25.00' feet to a point on the Northwest Corner of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of said Section 5 also being the True Point of Beginning.

Containing 4.46 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.

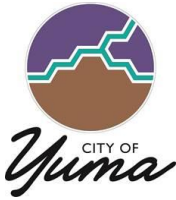
The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

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

	ATTACHMENT A STAFF RESEARCH – ANNEXATION CASE #: ANEX-43789-2025 CASE PLANNER: ERIKA PETERSON									
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I. PROJECT DATA

Project Location:				NEC of W. 27 th Street and S. 21 st Drive																			
Parcel Number(s):				694-14-006, 394-14-005, 694-14-004, 694-14-003																			
Parcel Size(s):				2.4 and .43 and .40 and .35 acres																			
Total Acreage:				4.46																			
Proposed Dwelling Units:				Maximum: 22				Minimum: 4															
Address:																							
Applicant:				Vision Assets, LLC and City of Yuma on behalf Cynthia Ann Ray Sub-Trust, Ignacio R. Covarrubias and Adrian Covarrubias																			
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 Manufactured Home Subdivision (MHS-20)	Undeveloped and single-family homes	Low Density Residential
North	County Manufactured Home Subdivision and Suburban Ranch (MHS-20/SR-1)	Single-family home and storage	Low Density Residential and Mixed Use
South	City Low Density Residential (R-1-6)	Yuma Catholic High School	Public/Quasi Public
East	County Manufactured Home Subdivision (MHS-4.5/MHS-10/MHS-20)	Mobile home park and single-family homes	Low Density Residential
West	City Agriculture (AG)	Retention basin and offices	Public/Quasi Public

Prior Cases or Related Actions:										
<u>Type</u>		<u>Conforms</u>				<u>Cases, Actions or Agreements</u>				
Pre-Annexation Agreement		Yes	X	No		R2001-050 adopted 7/18/2021 and R2006-02 adopted 1/4/2006				
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: 11/14/2024 PDM-43408-2024				
Enforcement Actions		Yes		No		N/A				
Land Division Status:				Legal lots of record						
Irrigation District:				Yuma County Water Users						
Adjacent Irrigation Canals & Drains:				East Main Canal						
Water Conversion: (5.83 ac ft/acre)				26.00 Acre Feet a Year						
Water Conversion Agreement Required				Yes	X	No				

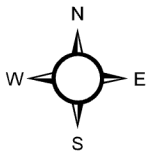
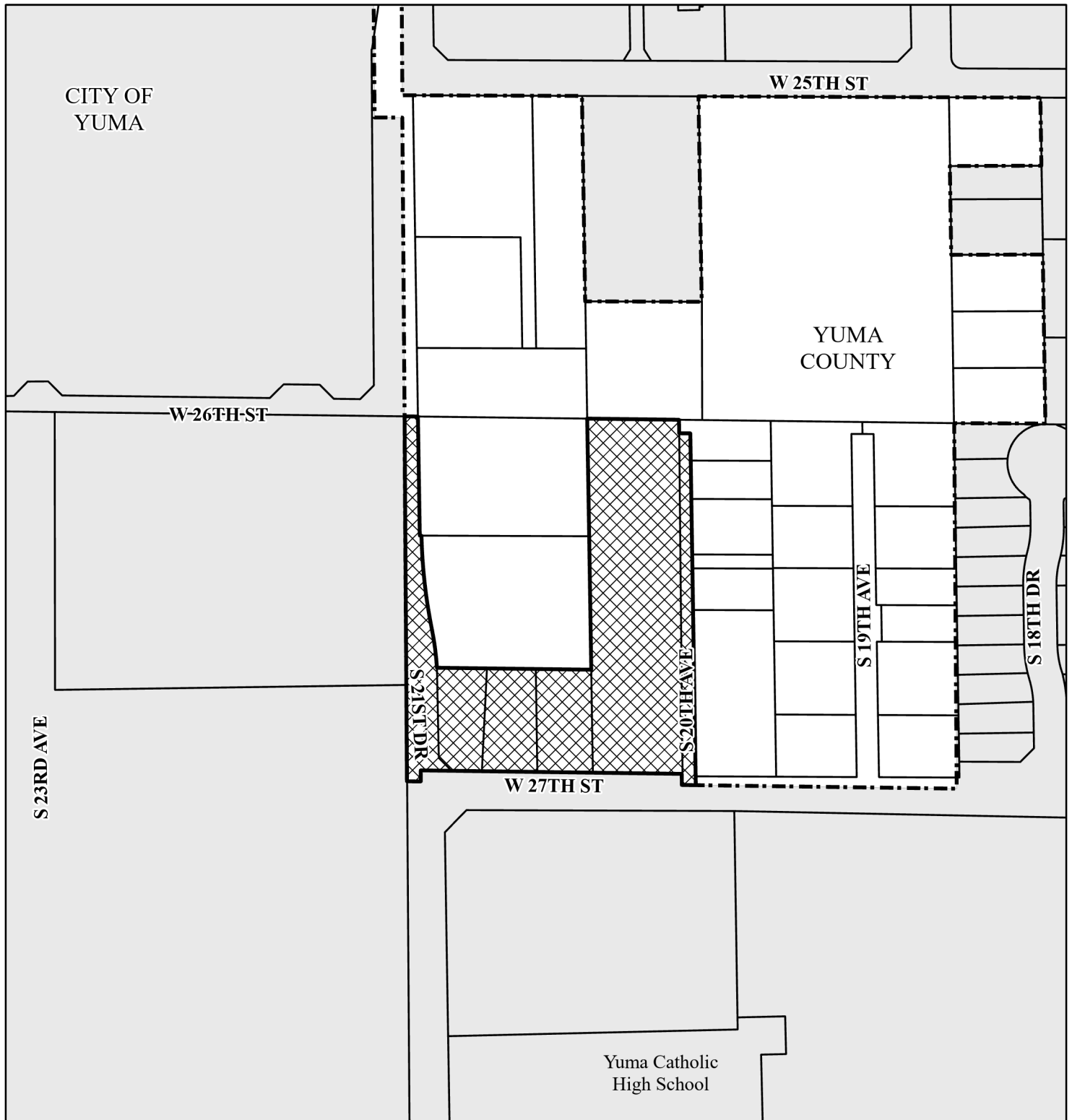
II. CITY OF YUMA GENERAL PLAN

Land Use Element:																			
Land Use Designation:				Low Density Residential															
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					
27 th Street – Local Street				29' HW		Varies													
21 st Drive – 2 Lane Collector				40' HW		Varies													
Bicycle Facilities Master Plan				27 th Street - Bike Route															
YCAT Transit System				21 st Drive- Purple & Yellow Routes															
Issues:																			
Parks, Recreation and Open Space Element:																			
Parks and Recreation Facility Plan																			
Neighborhood Park:		Existing: Ponderosa Park						Future: Ponderosa Park											
Community Park:		Existing: Yuma Valley Park						Future: Yuma Valley Park											
Linear Park:		Existing: East Main Canal Linear Park						Future: East Main Canal Linear Park											
Issues:																			
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>Single Family</i>															
				Maximum	Per Unit			Officers		GPD	AF	GPD							
				22	3.0	66		0.12		13,662	15.3	4,620							
				Minimum															
		4	3.0	12		0.02		2,484	2.8	840									
Fire Facilities Plan:		Existing: Fire Station No. 6						Future: Fire Station No. 6											
Water Facility Plan:		Source:	City	X	Private			Connection:	6" PVC on 20 th Ave & 8" PVC on 27 th St										
Sewer Facility Plan:		Treatment:	City	X	Septic			Private	Connection: Manhole & stubout on 27 th St. between 20 th Ave & 19 th Ave										
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.		X	
	North End		Pacific Ave & 8 th St		Estancia		None	
Issues:								



AERIAL



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

NOT TO SCALE
COMMUNITY PLANNING AND
NEIGHBORHOOD SERVICES GIS

City of Yuma, Arizona
Annexation Area No. 43789-2025

 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.