



# City of Yuma City Council Meeting Agenda

---

Wednesday, September 3, 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](http://www.yumaaz.gov/telvue). Previous Council meetings are also available on-demand.
- Virtual – Residents can watch meetings via Teams on their computer or mobile device at [www.yumaaz.gov/publicmeetings](http://www.yumaaz.gov/publicmeetings). Click on "Calendar" then select the City meeting and click "Join".

## **CALL TO ORDER**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **FINAL CALL**

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

## ROLL CALL

## PRESENTATIONS

- Griffin Family Recognition
- Briefing on the upcoming Marine Corps Air Station-Yuma (MCAS-Yuma) WTI Exercise
- Reading of Proclamation: General Aviation Appreciation Month
- Reading of Proclamation: Library Card Sign-Up Month
- Retiring Fire Chief presentation

## I. MOTION CONSENT AGENDA

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

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

1. [MC 2025-138](#)      **Regular City Council Worksession Draft Minutes July 15, 2025**  
Attachments:      [07 15 2025 RWS Minutes](#)
2. [MC 2025-139](#)      **Regular City Council Meeting Draft Minutes July 16, 2025**  
Attachments:      [07 16 2025 RCM Minutes](#)
3. [MC 2025-140](#)      **Regular City Council Meeting Draft Minutes August 6, 2025**  
Attachments:      [08 06 2025 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 2025-123](#)      **Bingo License: Carefree Village Resort**  
Approve a Class A Bingo License application submitted by James McMillan on behalf of Carefree Village Resort located at 3900 S. Avenue 8½ E. (BL25-01) (City Administration/ City Clerk) (Lynda L. Bushong)  
Attachments:      [1. MAP Carefree Village Resort](#)

**2. [MC 2025-124](#)****Liquor License: Dirty South BBQ House**

Approve a Series #07: Beer and Wine Bar Liquor License application submitted by Juanita Esparza, agent for Dirty South BBQ House located at 1095 S. 3rd Avenue. (LL25-15) (City Administration/City Clerk) (Lynda L. Bushong)

**Attachments:**

[1. MAP Dirty South BBQ House](#)

**3. [MC 2025-125](#)****Liquor License: Tacos Marilyn Yuma**

Approve a Series #12: Restaurant Liquor License application submitted by Dania Vizcarra, agent for Tacos Marilyn Yuma located at 2820 S. 4th Avenue. (LL25-13) (City Administration/City Clerk) (Lynda L. Bushong)

**Attachments:**

[1. MAP Tacos Marilyn Yuma](#)

**4. [MC 2025-126](#)****Liquor License: Walmart Fuel Station #4325**

Approve a Series #10: Beer and Wine Store Liquor License application submitted by John Curtis II, agent for Walmart Fuel Station #4325 located at 8151 E. 32nd Street #2. (LL25-14) (City Administration/City Clerk) (Lynda L. Bushong)

**Attachments:**

[1. MAP Walmart Fuel Station #4325](#)

**5. [MC 2025-127](#)****Bid Award: Rye Grass Seed**

Authorized the purchase of rye grass seed to the lowest responsive and responsible bidder for a total expenditure of \$125,736.00 (excluding tax) to Helena Agri Enterprises of Phoenix, Arizona. (Parks and Recreation) (RFB-26-027 Eric Urfer/Robin R. Wilson)

**6. [MC 2025-128](#)****Bid Award: Roof Repair and Maintenance Services**

Authorize the award for a one-year roof repair and maintenance services contract with the option to renew for four additional one-year periods, one year at a time, at an estimated annual expenditure of \$80,000.00, depending on the appropriation of funds and satisfactory performance, to Roofing Technologies, Yuma, Arizona. (Facilities Management-RFB-25-291) (Justin Lewis/Robin R. Wilson)

**7. [MC 2025-129](#)****Bid Award: Avenue 4E Sewer Line Extension, 36th Street to 28th Street**

Award a construction services contract for Avenue 4E Sewer Line Extension, 36th Street to 28th Street to the lowest responsive and responsible bidder in the amount of \$4,457,078.23 to Gutierrez Canales Engineering, Yuma, Arizona. (Engineering-RFB-25-280) (David Wostenberg/Robin R. Wilson)

8. [MC 2025-130](#) **Cooperative Purchasing Agreement: Elevator Maintenance Services**  
Authorize the use of the cooperative purchase agreement initiated by the City of Tucson through Omnia Partners Network, for the purchase and delivery of elevator, escalator, chairlift and platform lift maintenance and repair and related services with Otis Elevator, Farmington, Connecticut, for an estimated annual expenditure of \$24,000.00 (Facilities Management-CPA-21-139) (Justin Lewis/Robin R. Wilson)
9. [MC 2025-131](#) **Cooperative Purchase: Dispatch Console Equipment and Services**  
Authorize the purchase of dispatch console equipment and services for the Emergency Dispatch backup Center utilizing a Cooperative Purchase Agreement through the Houston-Galveston Area Council, from Russ Bassett Corporation, Whittier, California for a total expenditure of \$115,296.54. (Police-CPA-26-024) (Thomas Garrity/Robin R. Wilson)
10. [MC 2025-132](#) **Cooperative Purchase Agreement: OpenGov Asset Management Software Subscription Renewal and Department Expansion**  
Authorize the use of the National Cooperative Purchasing Alliance (NCPA) Cooperative Purchase Agreement for a three-year renewal of asset management software subscription "OpenGov", including expansion to the Utilities and Facilities Management Departments, for a total estimated expenditure of \$750,000.00 to Vertosoft, Leesburg, Virginia. (CPA-25-194) (Isaiah Kirk/Robin R. Wilson)
11. [MC 2025-106](#) **Request for Qualifications Award: Development Fee Update**  
Authorize the City Administrator to execute a professional services contract for the required Development Fee update at a total cost of \$249,460.00 to PSOMAS, Tucson, Arizona. (Engineering-RFQ-25-318) (Dave Wostenberg/Robin Wilson)
12. [MC 2025-133](#) **Request for Qualifications (RFQ): Landscape Maintenance Services**  
Authorize the City Administrator to execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, at an estimated annual amount of \$474,849.00, with the following landscape contractors: APV Curbing Landscape and Masonry, Yuma, Arizona; Arbor Tech Tree & Landscape Services, Yuma, Arizona; JSA Company, Yuma, Arizona; (Public Works/Streets - RFQ-25-293) (Joel Olea/Robin R. Wilson)



13. [MC 2025-135](#)      **Rental/Lease Contract: AZ WasteWater Industries (AWI) Sewer Recycler Truck**

Authorize a 6-month rental/lease contract for a specialized recycling sewer cleaning truck with a budgeted expenditure of \$130,920.00 to AWI, Phoenix, AZ. (Utilities CI-26-039) (Jeremy McCall/ Robin R. Wilson)

14. [MC 2025-136](#)      **Subrecipient Agreements: Community Development Block Grant (CDBG)**

Authorize the City Administrator to execute two Subrecipient Agreements for Fiscal Year 2025-2026, totaling \$200,000 awarding CDBG funding in accordance with the Annual Action Plan adopted by City Council on July 2, 2025. (Neighborhood and Economic Development) (Kassandra Granados)

**Attachments:**

[1. Subrecipient Agreement - Housing America Corporation](#)

[2. Subrecipient Agreement - Southwest Fair Housing Council](#)

15. [MC 2025-098](#)      **Affordable Housing Plan**

Adopt the City of Yuma Affordable Housing Plan developed by Root Policy Research. (Planning & Neighborhood Services/ Neighborhood Services) (Alyssa Linville)

**Attachments:**

[1. Affordable Housing Plan](#)

16. [MC 2025-137](#)      **Final Plat: Premier Storage Condominiums of Yuma Unit 2 LLC, Phases X, XII, and XIV**

Approve the final plat of the Premier Storage Condominiums of Yuma Unit 2 LLC, Phases X, XII, and XIV. The property is located near the southwest corner of 32nd Street and Avenue 4E. (Community Development/Community Planning) (Alyssa Linville)

**Attachments:**

[1. PZ RPT Final Plat Premier Storage Condominiums](#)

[2. PLAT Final Plat: Premier Storage Condominiums](#)

## 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. [R2025-082](#)

**Order of Improvements: Municipal Improvement District No. 130  
La Vida Townhomes**

Order Improvements for Municipal Improvement District (MID) No. 130 to serve La Vida Townhomes, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 130 shall be assessed upon the properties in MID No. 130 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 Svc./Community Planning) (Alyssa Linville)

**Attachments:**

[1. RES Order of Improvements MID 130: La Vida Townhomes](#)

[2. EXH A Order of Improvements MID 130: La Vida Townhomes](#)

2. [R2025-083](#)

**Termination of Economic Development and Lease of Sewer Capacity Agreement**

Approve the termination of a 2022 Economic Development and Lease of Sewer Capacity Agreement with Dole Fresh Vegetables, Inc. (City Administration) (Jay Simonton).

**Attachments:**

[1. RES Termination of Economic Development and Lease of Sewer Capacity Agmt.](#)

[2. AGR Termination of Economic Development and Lease of Sewer Capacity Agmt](#)

3. [R2025-086](#)

**Development Agreement: Juniper Tree Academy**

Authorize a Development Agreement with Juniper Tree Academy dba Desert View Academy for property located at the southeast corner of Avenue C and 16th Street. (City Administration) (Jay Simonton)

**Attachments:**

[1. RES Juniper Tree Academy Development Agreement](#)

[2. AGR Juniper Tree Academy Development Agreement](#)

### 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. [O2025-029](#)

**Right-of-Way Vacation - 48th Street**

Authorize the vacation of 48th Street (County 13th Street) right-of-way to Kerley Investments of Yuma, LLC, an Arizona limited liability company. (Engineering/ Development) (David Wostenberg)

**Attachments:**

[1. ORD Right-of-Way Vacation: 48th Street](#)

[2. MAP Right-of-Way Vacation: 48th Street](#)

[3. QCD Right-of-Way Vacation: 48th Street](#)

### IV. INTRODUCTION OF ORDINANCES

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

1. [O2025-030](#)

**Lease: Keithly-Williams Seeds, Inc.**

Authorize a 5-year lease with Keithly-Williams Seeds, Inc. for the 12.39 acres and the Associated Citrus Packers, Inc. building recently acquired by the City. (City Administration) (Jay Simonton)

**Attachments:**

[1. ORD Lease Keithly-Williams Seeds, Inc.](#)

[2. AGMT Lease Keithly Williams Seeds, Inc.](#)

2. [O2025-031](#)

**Real Estate Option: 2888 Kyla Avenue**

Approve an agreement with Top Quality Products, LLC that provides an option to purchase City-owned property. (City Administration) (Jay Simonton)

**Attachments:**

[1. ORD Option to Purchase - Kyla Ave.](#)

[2. AGMT Option to Purchase - Kyla Ave.](#)

3. [O2025-032](#)      **Rezoning of Property: 1749 S. Madison Avenue**  
Rezone approximately 6,329 square feet from the Light Industrial (L-I) District to the Low Density Residential (R-1-6) District, while maintaining the existing Infill Overlay (IO) District, for the property located at 1749 S. Madison Avenue. (Community Development/Community Planning) (Alyssa Linville)
- Attachments:      [1. P&Z RPT Rezoning of Property: 1749 S. Madison Avenue](#)  
                                 [2. ORD Rezoning of Property 1749 S. Madison Avenue](#)
4. [O2025-033](#)      **Amend Yuma City Code: 2024 International Building Code with Amendments**  
Amend Yuma City Code Chapter 15, Sections 150-015 and 150-016. (Community Development/Building Safety) (Randall Crist)
- Attachments:      [1. ORD Amend Yuma City Code: 2024 IBC](#)
5. [O2025-034](#)      **Amend Yuma City Code: 2024 International Residential Code with Amendments**  
Amend Yuma City Code Chapter 150, Sections 150-180 and 150-181. (Community Development/Building Safety) (Randall Crist)
- Attachments:      [1. ORD Amend Yuma City Code: 2024 IRC with Amendments](#)
6. [O2025-035](#)      **Amend Yuma City Code: 2024 International Existing Building Code with Amendments**  
Amend Yuma City Code Chapter 150, Sections 150-170 and 150-171. (Community Development/Building Safety) (Randall Crist)
- Attachments:      [1. ORD Amend Yuma City Code: 2024 IEBC with Amendments](#)
7. [O2025-036](#)      **Amend Yuma City Code: 2024 International Property Maintenance Code with Amendments**  
Amend Yuma City Code Chapter 150, Sections 150-090 and 150-091. (Community Development/Building Safety) (Randall Crist)
- Attachments:      [1. ORD Amend Yuma City Code: 2024 IPMC with Amendments](#)

## V. PUBLIC HEARING AND RELATED ITEMS

1. [R2025-084](#)

**Minor General Plan Amendment: 1980 W. Colorado Street**

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

**Attachments:**

[1. P&Z RPT GP Amendment: 1980 W. Colorado Street](#)

[2. RES GP Amendment: 1980 W. Colorado Street](#)

## VI. ANNOUNCEMENTS AND SCHEDULING

*Discussion and possible action on the following items:*

1. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of August 7, 2025 through September 3, 2025. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.

City Council report of upcoming meetings.

City Council request for agenda items to be placed on future agendas.

2.. Scheduling:

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

## VII. SUMMARY OF CURRENT EVENTS

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

## VIII. CALL TO THE PUBLIC

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

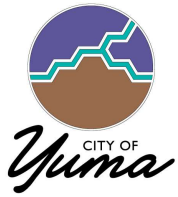
## IX. EXECUTIVE SESSION

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

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

## ADJOURNMENT

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



# City of Yuma

## City Council Report

---

**File #:** MC 2025-138

**Agenda Date:** 9/3/2025

**Agenda #:** 1.

---

**Regular City Council Worksession Draft Minutes July 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  
**July 15, 2025**  
**5:30 p.m.**

**CALL TO ORDER**

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

Councilmembers Present: Martinez, Morris, Smith, Morales, and Mayor Nicholls  
Councilmembers Absent: McClendon and Watts  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Assistant Director of Planning, Jennifer Albers  
Director of Community Development, Alyssa Linville  
Deputy City Attorney, Rodney Short  
Various department heads or their representatives  
City Attorney, Richard W. Files  
Deputy City Clerk, Janet L. Pierson

**I. PLANNING APPEALS PROCESS UPDATE**

**Albers** presented the following overview of the City's current planning appeals processes, as well as various options and staff recommendations moving forward:

- Appeals
  - Types of appeals

Approval Body	Appeal Body
Zoning Administrator (DCD Director): Variance less than 10%, Zoning Interpretation	Hearing Officer
Minor Variance Committee (DCD Staff): Variance less than 20%	Hearing Officer
Design Historic Review Commission Aesthetic Overlay Design	PZ Commission
Hearing Officer	City Council as Board of Adjustment per ARS 9-462.06
Planning & Zoning Commission Preliminary Subdivision Plat Conditional Use Permit	City Council

- A new state statute requires preliminary and final subdivision plats, as well as aesthetic overlay designs, to be approved administratively rather than through public hearings or commissions. The City is updating its code to comply with these changes by the end of the year.



- Who can appeal?
  - Appeal from City staff decision to Hearing Officer
    - Applicant
  - Appeal from Hearing Officer to City Council as Board of Adjustment
    - Person aggrieved or by any officer, department, board or bureau of the municipality affected by a decision
    - Arizona Revised Statutes (A.R.S.) § 9-462.06 (D)
  - Appeal from Planning and Zoning Commission to City Council
    - All decisions of the Planning and Zoning Commission are appealable to the City Council
    - Yuma City Code § 154-02.01 (J)
- Appeal Fees
  - Planning and Zoning Commission – no fee
  - Hearing Officer – no fee
  - Design and Historic Review Commission – no fee
  - Zoning Administrator
    - Appeal of Ordinance Interpretation – \$328
      - Increased from \$324 as of July 1, 2025, due to a cost-of-living adjustment
      - Only appeal fee called out in the Yuma City Code
    - All other decisions – no fee
  - Minor Variance Committee – no fee
- Process and Cost
  - For City Council to hear appeal as Board of Adjustment (A.R.S. § 9-462.06)
    - 10 days to submit appeal
    - Legal Stay in place
    - Public Hearing should be scheduled within 60 days
      - The statute does not identify a specific timeframe, only requiring that it is “reasonable”
    - Hire lawyer to act as Board counsel – minimum \$2,000
    - Mailings to appellant and original applicant – \$2
    - Legal advertisement – \$117 to \$205
      - Varies depending on the day of the week and the size of the advertisement
    - Site posting – \$25 materials and staff time
    - Who may speak at a hearing – appellant and applicant
    - Time to speak – 10 minutes
      - Set by City Council
    - Who can appeal to the Superior Court – aggrieved or 300-foot neighbor
  - For City Council to hear appeal from Planning and Zoning Commission (City policy)
    - 10 days to submit appeal
    - Legal Stay determined by staff
      - Grading permit may be allowed depending on specific circumstances
    - Public Hearing should be scheduled within 60 days
    - Hire lawyer to act as Board counsel – minimum \$2,000
    - Mailings to appellant and original applicant – \$2
    - Who may speak at a hearing – appellant and applicant

- Time to speak – 10 minutes each
- Comparison of other municipalities – appeal of a Conditional Use Permit (CUP)
  - City of Cottonwood
    - Who may appeal: the applicant or any resident aggrieved by the decision
    - Fee: \$150 residential, \$500 all others
    - Process: submit within 15 days, City Council to hold Public Hearing
    - Notification: same as original application
      - Legal advertisement
      - Mailing to neighbors
      - Site posting
  - City of Flagstaff
    - Who may appeal: any person aggrieved by the decision
    - Fee: \$1,720
    - Process: submit within 10 days, City Council to hold Public Hearing
    - Stay: once appeal filed any action on the property is suspended
    - Notification: same as original application
      - Legal advertisement
      - Mailing to neighbors
      - Site posting
    - Who can be heard at the public hearing: any interested party
  - City of Surprise
    - Who may appeal: any person aggrieved by the decision
    - Fee: \$250
    - Process: submit within 15 days, City Council to hold Public Hearing
- Considerations
  - These considerations are specific to Conditional Use Permits (CUPs) or other types of appeals, and do not apply to the Board of Adjustments actions for the Hearing Officer, which are governed by state statute.

CONSIDERATIONS	OPTION 1 – STAFF PREFERRED	OPTION 2	OPTION 3
<b>Appeal Submittal</b>	10 days	15 days	20 days
<b>Who can appeal</b>	Applicant, Person who commented at hearing or in writing	Applicant or 300-foot neighbor	Any aggrieved person
<b>Fee amount</b>	\$2,300	10% of original fee CUP - Res: \$45/Other: \$141 VAR - Res: \$20+/Other \$80+	Prorate appeal fee in application fees CUP +\$200/VAR +\$115
<b>Stay of activity</b>	Grading only	None - Activity at risk	All activity stopped
<b>When to schedule hearing</b>	Within 75 days	Within 60 days	Within 45 days
<b>Notice</b>	Applicant and appellant by mail	Same as original: Site posting, Neighbors, Legal ad	Applicant and appellant by mail, Legal ad
<b>Speak at Public Hearing</b>	Applicant and appellant	Applicant and appellant / neighbors	Any person
<b>Time to speak at Hearing</b>	10 minutes each	10 min. each / 5 minutes	5 minutes

## Discussion

- Appeal submittal
  - The appeal submittal deadline suggestions of 10, 15, or 20 days refer to business days, not calendar days. A 10-day deadline seems to be an appropriate and expeditious length of time. **(Mayor Nicholls/Morales/Smith/Morris/Albers)**
- Who can appeal
  - The term “aggrieved person” is used in the state statute and by other cities, but it does not have an established definition. Staff recommends narrowing potential appellants to the applicant or someone who has participated in the process. Anyone can submit a written comment, not just those living within 300 feet of a site. Options 1 and 2 can be combined. **(Mayor Nicholls/Morris/Smith/Albers)**
- Fee amount
  - A quick scan of other cities’ processes and fee schedules was conducted, but a more detailed review is planned to ensure that the City’s fees remain consistent with those of other communities throughout the state while also being appropriate for Yuma. **(Mayor Nicholls/Albers)**
  - Some communities may include the cost of a potential appeal in the application fee, which could explain why Flagstaff’s fee is higher than those of other comparison cities. Staff recommended Option 1, where the appellant would bear the cost of the appeal. **(Morris/Albers)**
  - Option 1, which places the entire cost on the appellant, is unfair to those impacted by an action who might not have planned for such expenses. Option 2, charging 10% of the original fee, is insufficient to cover costs. Option 3, spreading the cost among all applicants, is potentially more reasonable but could still be burdensome. **(Mayor Nicholls/Morales/Smith/Morris/Albers)**
  - A combination of Options 2 and 3, charging a percentage of the original fee that comes closer to covering the cost of an appeal but distributes it more equally across the different types of applications, could be a more equitable solution **(Mayor Nicholls/Morris)**
- Stay of activity
  - For a Board of Adjustments appeals, all activities are completely halted until the appeal is resolved. The staff recommendation for CUP and other appeals is to allow grading if there are no life, health, or safety issues. However, no other permitting actions can take place during this time. Option 2 would allow for activity to continue at the applicant’s own risk. **(Morris/Albers)**
  - There may be political pressures on the City from applicants who have invested significant funds and do not want to delay development, but a disclaimer in the ordinance would mitigate liability. **(Mayor Nicholls/Morris/Morales/ Files/Albers)**
- When to schedule hearing
  - While 30 days would be ideal to avoid stagnating growth and construction, it may be challenging due to internal scheduling issues. Procedurally, 45 days is an acceptable timeframe, with a staff goal of achieving 30 days. **(Mayor Nicholls/Morris/Morales/Albers)**

- Notice of hearing
  - Notifying only the applicant and appellant by mail, rather than reposting the notice to the public, would help keep the timeframe tight, as the appeal primarily involves these two parties. (**Mayor Nicholls/Smith**)
- Speaking at the hearing and time to speak
  - Similar to the notice for the hearing, limiting speaking time to the applicant and appellant makes sense to keep the process efficient, with 10 minutes allowed for each. (**Mayor Nicholls/Morris/Albers**)

**Albers** stated that a proposed text amendment would be brought back to the City Council after reviewing state law changes and their impact on the City's appeal processes. Changing fees involves a different process, including posting on the City's website and filing a Notice of Intent with the City Clerk's Office. The proposed schedule will be provided to the City Council once it is ready

## **II. REGULAR CITY COUNCIL MEETING AGENDA OF JULY 16, 2025**

Resolution R2025-078 – Preannexation Development Agreement: 2150 RV Park, LLC (for the property located at 2150 W. 16<sup>th</sup> Street) (Plng & Nbhd Svcs/Cmtty Plng)

### Discussion

- The annexation process takes five to six months and may delay the applicant's connection to water or sewer, while a preannexation development agreement takes about two months. City Council may consider future annexation and incorporating other parcels along 16th Street to reduce the county island. (**Mayor Nicholls/Smith/Linville/Albers**)

---

Ordinance O2025-028 – Yuma City Code Text Amendment: Public Nuisances (amend Yuma City Code § 134-05 to include a defined procedure and standard for obtaining an Administrative Warrant to inspect or remedy violations of the Property Maintenance Code on private property that pose a danger to life or property) (Bldg Sfty)

### Discussion

- An administrative warrant issued by a judge would be required to enter a property without the owner's consent. The Code Enforcement team would enter properties, taking proper safety measures and involving public safety assistance if needed. (**Smith/Linville/Files**)
- This ordinance aims to address nuisances affecting neighbors, such as vermin or noxious odors, not everyday property maintenance issues. Situations that would require an administrative warrant are rare, occurring about four times a year. (**Mayor Nicholls/Morris/Short**)

**EXECUTIVE SESSION/ADJOURNMENT**

**Motion** (Morales/Smith): To adjourn the meeting to Executive Session. Voice vote: **approved** 5-0. The meeting adjourned at 6:27 p.m.

---

Lynda L. Bushong, City Clerk

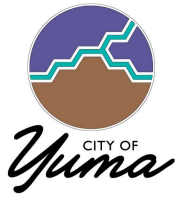
APPROVED:

---

Douglas J. Nicholls, Mayor

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

---

**File #:** MC 2025-139

**Agenda Date:** 9/3/2025

**Agenda #:** 2.

---

**Regular City Council Meeting Draft Minutes July 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  
**JULY 16, 2025**  
**5:30 p.m.**

**CALL TO ORDER**

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

**INVOCATION/PLEDGE**

**Pastor Joe Avila**, Community Christian Church, gave the invocation. **Jason Smith**, Assistant Director of Information Technology, led the City Council in the Pledge of Allegiance.

**FINAL CALL**

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

**ROLL CALL**

Councilmembers Present:	Martinez, Morris, Smith, Morales, and Mayor Nicholls
Councilmembers Absent:	McClendon, Watts
Staffmembers Present:	Acting City Administrator, John D. Simonton Building Official, Randall Crist Various Department Heads or their representative City Attorney, Richard W. Files City Clerk, Lynda L. Bushong

**I. MOTION CONSENT AGENDA**

**Motion** (Morris/Morales): To approve the Motion Consent Agenda as recommended. Voice vote: **approved**  
5-0

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

Regular Council Meeting Minutes	May 7, 2025
Regular Council Meeting Minutes	May 21, 2025
Regular Council Worksession Minutes	June 17, 2025

**B. Executive Session**

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

**C. Approval of Staff Recommendations**

1. Authorize the use of a cooperative purchase agreement initiated by Sourcewell for the purchase of a Caterpillar XQ125 Portable Generator with a 10-year/5000 Hour Warranty through Empire Power Systems HQ, Phoenix, Arizona, at an expenditure of \$112,636.00. (CPA-26-008) (Utl/Purch)
2. Authorize the purchase of dispatch radio equipment and services utilizing a Cooperative Purchase Agreement through the State of Arizona from Motorola Solutions, Inc. for a total amount of \$2,399,556.44. (GRT-26-006) (IT/Purch)
3. Authorize the retirement and transfer of ownership of Yuma Police Department canine to the assigned handler. (YPD)

**II. RESOLUTION CONSENT AGENDA**

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

**Bushong** displayed the following title(s):

**Resolution R2025-076**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing the City of Yuma to enter into an Intergovernmental Agreement with Crane Elementary School District No. 13** (placing School Resource Officers (SRO) on school grounds to contribute to safe school environments) (YPD)

**Resolution R2025-077**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with Tangerine and Tonic, LLC for Assessor Parcel Number 724-01-007 located at the Southwest Corner of 40<sup>th</sup> Street and Avenue 4 ¼ E** (property is approximately 20 acres and currently used for citrus farming, with no plans for new development at this time) (Plng & Nbhd Svcs/ Cmty Plng)

**Resolution R2025-078**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with 2150 RV Park, LLC, owner of Assessor Parcel Number 664-30-018 located at 2150 W. 16<sup>th</sup> Street** (property is developed as a mobile home park with a failing septic system) (Plng & Nbhd Svcs/Cmty Plng)

Roll call vote: **adopted** 5-0.



### III. ADOPTION OF GPLET LEASE

**Motion** (Morales/Smith): To adopt Ordinance O2025-026 as recommended.

**Bushong** displayed the following title(s):

#### **Ordinance O2025-026**

**An ordinance of the City Council of the City of Yuma, Arizona, authorizing and approving the acceptance of title to certain real property and improvements, the execution of a Government Property Land and Improvements Lease for a term of eight years with Spencrazi, L.L.C. as the prime lessee, the reconveyance of title to the real property and improvements at the conclusion of the described lease, and approving the abatement of the Government Property Lease Excise Tax during the term of the eight year lease (Center Pointe Commons Lot Tie/Lot Split at the southwest corner of 16<sup>th</sup> Street and 4<sup>th</sup> avenue) (Atty)**

Roll call vote: **adopted** 5-0.

### IV. ADOPTION OF ORDINANCES CONSENT AGENDA

**Motion** (Morris/Smith): To adopt the Ordinance Consent Agenda as recommended.

**Bushong** displayed the following title(s):

#### **Ordinance O2025-025**

**An ordinance of the City Council of the City of Yuma, Arizona, annexing to the City of Yuma, a portion of Section 5, Township 9 South, Range 23 West of the Gila and Salt River Base & Meridian, Yuma County, Arizona, and amending Chapter 154 of the Yuma City code, as amended, designating the zoning of certain property to the Residence-Manufactured Housing (R-MH-20) Zoning District, and amending the zoning map to conform thereto, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes as amended (the annexation area consist of four parcels and the adjacent right-of-way; totaling approximately 4.46 acres) (Plng & Nbhd Svcs/Cmty Plng)**

#### **Ordinance O2025-027**

**An ordinance of the City Council of the City of Yuma, Arizona, authorizing the acquisition of approximately 14.32 acres of real property by purchase and authorizing payment, together with costs necessary for the acquisition (located between South Madison Avenue and Gila Street) (Admn)**

Roll call vote: **adopted** 5-0.

### V. INTRODUCTION OF ORDINANCES

Ordinance O2025-028 – Yuma City Code Text Amendment: Public Nuisances (amend Title 13, Chapter 134, Article 5 (Yuma City Code § 134-05) to include a defined procedure and standard for obtaining an Administrative Warrant allowing the City to inspect or remedy violations of the Property Maintenance Code on private property that pose a danger to life or property) (Bldg Sfty)

Discussion

- This ordinance was first prepared in 2021, and it was written to allow Code Enforcement on the premises of a home but not necessarily inside the home, when using the Anti-Ugly or the Public Nuisance Ordinance. **(Morris/Crist)**
- It was later determined that in order to use the Property Maintenance Code to be able to go inside the premise, the ordinance needed to be adjusted. **(Morris/Crist)**
- It is very seldom that administrative ordinances and warrants are served. **(Morris/Crist)**
- Animal hoarding is an example of having to immediately serve an administrative warrant. **(Morris/Crist)**
- Law enforcement is always present when serving an administrative warrant as a safety measure. **(Morris/Crist)**
- In the event of being granted consent to enter a premise without serving a warrant, either the tenant or owner, or both are asked to sign a consent form. **(Martinez/Crist)**

**Bushong** displayed the following title(s):

**Ordinance O2025-028**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Title 13, Chapter 134, of the Yuma City Code Regulating Nuisance within the City** (provides a mechanism to enter private property to inspect or remedy conditions that pose a danger to citizens life or property) (Bldg Sfty)

**VI. ANNOUNCEMENTS AND SCHEDULING**

Announcements

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

- Caballeros De Yuma 39<sup>th</sup> Annual Flag Raising and Flag Retirement Ceremony
- Arizona Western College Foundation Board Meeting
- Greater Yuma Water Safety Alliance Presentation
- Yuma Cardiac CT Ribbon Cutting
- Back to School Rodeo
- 4<sup>th</sup> of July Fireworks Spectacular
- Meeting with San Luis, Rio Colorado Mayor Sandoval
- Arizona Technology Council: 2025 Aerospace, Aviation, Defense and Manufacturing Conference

Scheduling – no meetings scheduled at this time.

**VII. SUMMARY OF CURRENT EVENTS**

**Simonton** reported on the following events:

- July 18 & 19 – Shrek the Musical Jr.
- August 2 – Marcus Pool's 100<sup>th</sup> Birthday Celebration

**VIII. CALL TO THE PUBLIC**

**Bobbi McDermott**, City resident, expressed concerns about the “Click & Fix” program and how it is being used to harass neighbors; she does not agree with being able to submit anonymous complaints.

**IX. EXECUTIVE SESSION**

**Motion** (Morales/Morris): To adjourn the meeting to Executive Session. Voice vote: **approved** 5-0. The meeting adjourned at 5:59 p.m.

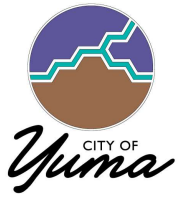
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

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

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

---

**File #:** MC 2025-140

**Agenda Date:** 9/3/2025

**Agenda #:** 3.

---

**Regular City Council Meeting Draft Minutes August 6, 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  
**AUGUST 6, 2025**  
**5:30 p.m.**

**CALL TO ORDER**

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

**INVOCATION/PLEDGE**

**Associate Pastor Zack Kondracki**, The Rock Church, gave the invocation. **Alyssa Linville**, Director of Community Development, 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  
Associate Planner, Meredith Rojas  
Various Department Heads or their representative  
City Attorney, Richard W. Files  
City Clerk, Lynda L. Bushong

**I. MOTION CONSENT AGENDA**

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

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

Special Budget Worksession Minutes	April 23, 2025
Regular Council Meeting Minutes	June 18, 2025
Regular Council Meeting Minutes	July 2, 2025

**B. Executive Session**

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

## C. Approval of Staff Recommendations

1. Approve a Series #12: Restaurant Liquor License application submitted by Juanita Esparza, agent for 4 Lokos by Sonora Grilling located at 712 S. 4<sup>th</sup> Avenue. (LL25-11) (Admn/Clk)
2. Approve a Series #12: Restaurant Liquor License application submitted by Andrea Huff, agent for The Chile Pepper located at 2401 S. 4<sup>th</sup> Avenue. (LL25-12) (Admn/Clk)
3. Authorize the purchase of a 2026 Ford 350, utilizing the cooperative purchase agreement originated by the Houston-Galveston Area Council at an expenditure of \$230,284.70 to Republic EVS, Huntington Beach, California. (CPA-26-009) (YFD/Purch)
4. Authorize the purchase of a Dump Truck utilizing a cooperative purchase agreement through Houston-Galveston Area Council, for an estimated expenditure of \$216,564.90 to Rush Truck Centers of Yuma, Yuma, Arizona. (CPA-26-014) (Pks & Rec/Purch)
5. Authorize the purchase of a Elgin Broom Bear Street Sweeper utilizing a cooperative agreement originated by Sourcewell, at a cost of \$466,174.75 to Norwood Equipment LLC., Phoenix, Arizona. (CPA-26-011) (Pub Wrks/Purch)
6. Authorize the purchase of three 2026 Peterbilt Model 520/McNeilus 25 Yard Side Loaders utilizing the cooperative purchase agreement originated by Houston-Galveston Area Council, for an estimated expenditure of \$1,491,065.00 to Rush Truck Center of Yuma; Yuma, Arizona. (CPA-26-012) (Pub Wrks/Purch)
7. Authorize the purchase of a 2026 Peterbilt Model 520/McNeilus 25 Yard Truck, utilizing the cooperative purchase agreement originated by Houston-Galveston Area Council, for an estimated expenditure of \$411,508.61 to Rush Truck Centers of Yuma; Yuma, Arizona. (CPA-26-013) (Pub Wrks/Purch)
8. Authorize the purchase of a 2026 Peterbilt Model 567/Model B-5 Asphalt Patcher (5 cubic yard capacity) utilizing the cooperative purchase agreement originated by Houston-Galveston Area Council for an estimated expenditure of \$370,228.49 to Rush Truck Center of Yuma; Yuma, Arizona. (CPA-26-015) (Pub Wrks/Purch)

## II. RESOLUTION CONSENT AGENDA

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

**Bushong** displayed the following title(s):

**Resolution R2025-079**

**A resolution of the City Council of the City of Yuma, Arizona, declaring its intention to create Municipal Improvement District No. 130, serving La Vida Townhomes, to operate, maintain and repair landscaping improvements included within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of La Vida Townhomes (located at the northwest corner of 34<sup>th</sup> Street and DeVane Drive) (Plng & Nbhd Svcs/Cmty Plng)**

**Resolution R2025-080**

**A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with JD & B Yuma RP, LLC for Assessor Parcel Number 724-09-002 located at the Southwest Corner of 42<sup>nd</sup> Street and Avenue 4 ¼ E (allows for connection to City of Yuma services in the future) (Plng & Nbhd Svcs/Cmty Plng)**

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

**III. ADOPTION OF ORDINANCES CONSENT AGENDA**

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

**Bushong** displayed the following title(s):

**Ordinance O2025-028**

**An ordinance of the City Council of the City of Yuma, Arizona, amending Title 13, Chapter 134, of the Yuma City Code regulating nuisances within the City** (provides a mechanism to enter private property to inspect or remedy conditions that pose a danger to citizens life or property) (Bldg Sfty)

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

**IV. INTRODUCTION OF ORDINANCES**

**Bushong** displayed the following title(s):

**Ordinance O2025-029**

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

**V. PUBLIC HEARING AND RELATED ITEMS**

Resolution R2025-081 – Minor General Plan Amendment: Northwest and North of the Intersection of Colorado Street and 20<sup>th</sup> Avenue (Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to High Density Residential) (Plng & Nbhd Svcs/Cmty Plng)

**Mayor Nicholls** opened the public hearing at 5:41 p.m.

**Rojas** presented the following information:

- Proposed Change: Low Density Residential to High Density Residential
- Area: Approximately 1.62 acres
  - Property is currently undeveloped and is in the Manufactured Housing Park Zoning District
- Surrounding Land Uses:
  - North – Resort/Recreation/Open Space (Colorado River Levee Linear Park)
  - South – Low Density Residential
  - East – Low Density Residential
  - West – Low Density Residential

- Development Potential
  - Proposed project – Pursue a rezone for future multi-family dwellings
    - This request would allow an increase of the maximum number of dwelling units from eight to 49 units
    - Expected population would be between 40 and 93 people
- Located northwest and north of the intersection of Colorado Street and 20<sup>th</sup> Avenue
- Property owners within 660 feet of the subject property were notified of the request
  - 15 neighbors attended the neighborhood meeting at the property
  - Nine members called or emailed after the meeting
  - Most neighbors who provided input were opposed to the request
    - Concerns were expressed regarding the potential increase in congestion and speeding on Colorado Street resulting from the proposed land use change and the introduction of new apartment developments.
    - Neighbors expressed a preference for owner occupied units, as opposed to rentals
- Property is within the general West Riverfront study area and the Infill Overlay District
  - Encourages infill development that can be served by existing infrastructure
- The Planning and Zoning Commission recommended approval of the General Plan amendment request on July 14, 2025.
  - General Plan amendments do not have conditions of approval during the rezoning process
- The City will request a traffic impact statement as a condition of approval for the rezone

**Motion** (Smith/Morales): To close the Public Hearing. Voice vote: **approved** 7-0. The Public Hearing closed at 5:45 p.m.

**Motion** (Smith/Morris): To adopt Resolution R2025-081.

**Bushong** displayed the following title(s):

**Resolution R2025-081**

**An ordinance 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 1.62 acres Northwest and North of the intersection of Colorado Street and 20<sup>th</sup> Avenue from Low Density Residential to High Density Residential (rezoning to allow the development of multi-family units) (Plng & Nbhd Svcs/Cmty Plng)**

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

## **VI. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

### Appointments

**Motion** (Morales/McClendon): To appoint Jeremy Griffin to the Building Advisory Board with a term expiration of December 31, 2027. Voice vote: **approved** 7-0.

### Announcements

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

- What's up Yuma? Radio with Jonny Porter
- Arizona Western College Foundation Presentation



- Clean and Beautiful Commission Monthly Clean Up
- Kennedy Skate Park New Mural Unveiling titled “Toony High Jinks”
- Greater Yuma Economic Development Corporation Luncheon
- Yuma Metropolitan Planning Organization Meeting
- Arizona Western College Foundation Board Retreat
- Marcus Pool Centennial Celebration
- First Things First Child Care Crisis Meeting
- Victim’s Right Committee Meeting

Scheduling – No meetings scheduled at this time.

## VII. SUMMARY OF CURRENT EVENTS

**Simonton** notified the community of the cancellation of the City Council Worksession and Council Meeting scheduled for August 19<sup>th</sup> and 20<sup>th</sup>, 2025, as City Council will be attending the Arizona League of Cities and Towns Annual Conference.

**Simonton** reported the following events:

- August 7<sup>th</sup> – Summer Indoor Archery Tournament
- August 9<sup>th</sup> – Donnie Crump Over The Line Late Night Tournament
- September 5<sup>th</sup> – Yuma Rocks 2025
- September 13<sup>th</sup> – Father Daughter Ball 2025

## VIII. CALL TO THE PUBLIC

There were no speakers at this time.

## IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Nicholls** adjourned the meeting at 5:54 p.m. No Executive Session was held.

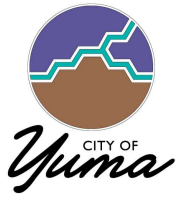
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

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

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

File #: MC 2025-123

Agenda Date: 9/3/2025

Agenda #: 1.

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

### TITLE:

**Bingo License: Carefree Village Resort**

### SUMMARY RECOMMENDATION:

Approve a Class A Bingo License application submitted by James McMillan on behalf of Carefree Village Resort located at 3900 S. Avenue 8½ E. (BL25-01) (City Administration/ City Clerk) (Lynda L. Bushong)

### STRATEGIC OUTCOME:

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

### REPORT:

James McMillan, on behalf of Carefree Village Resort located at 3900 S. Avenue 8½ E, has applied for a Class A Bingo License, which applies to licensees whose gross receipts do not exceed \$75,000.00 per year.

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

### FISCAL REQUIREMENTS:

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

### FISCAL IMPACT STATEMENT:

Application Fee: \$5.00

**ADDITIONAL INFORMATION:**

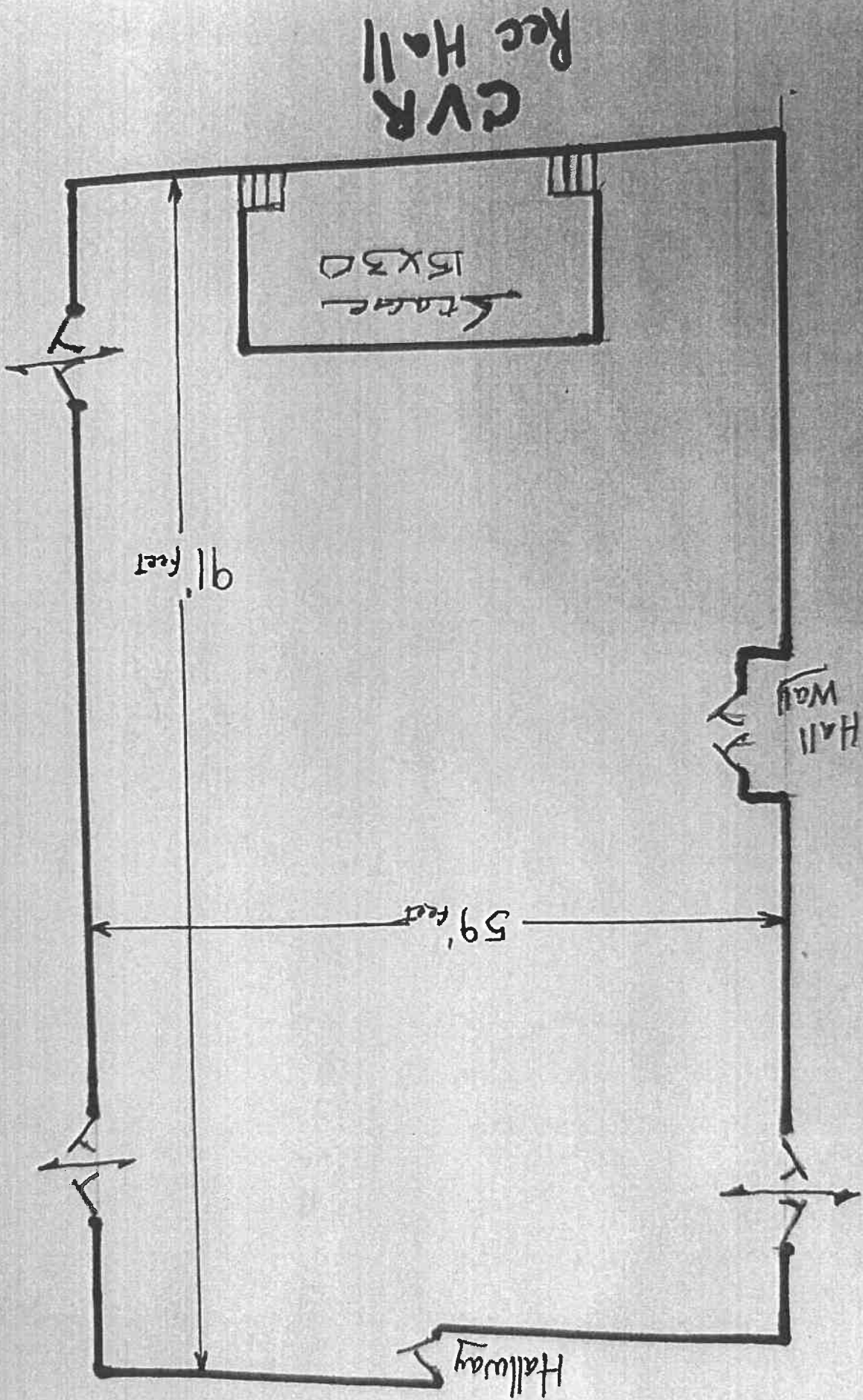
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

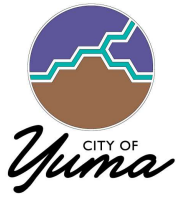
Class A Bingo License application

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025





# City of Yuma

## City Council Report

File #: MC 2025-124

Agenda Date: 9/3/2025

Agenda #: 2.

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

### TITLE:

**Liquor License: Dirty South BBQ House**

### SUMMARY RECOMMENDATION:

Approve a Series #07: Beer and Wine Bar Liquor License application submitted by Juanita Esparza, agent for Dirty South BBQ House located at 1095 S. 3rd Avenue. (LL25-15) (City Administration/City Clerk) (Lynda L. Bushong)

### STRATEGIC OUTCOME:

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

### REPORT:

Juanita Esparza, agent for Dirty South BBQ House located at 1095 S. 3rd Avenue, has applied for a Series #07: Beer and Wine Bar Liquor License.

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

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

### FISCAL REQUIREMENTS:

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

**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

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

Series #07: Beer and Wine Bar Liquor License application

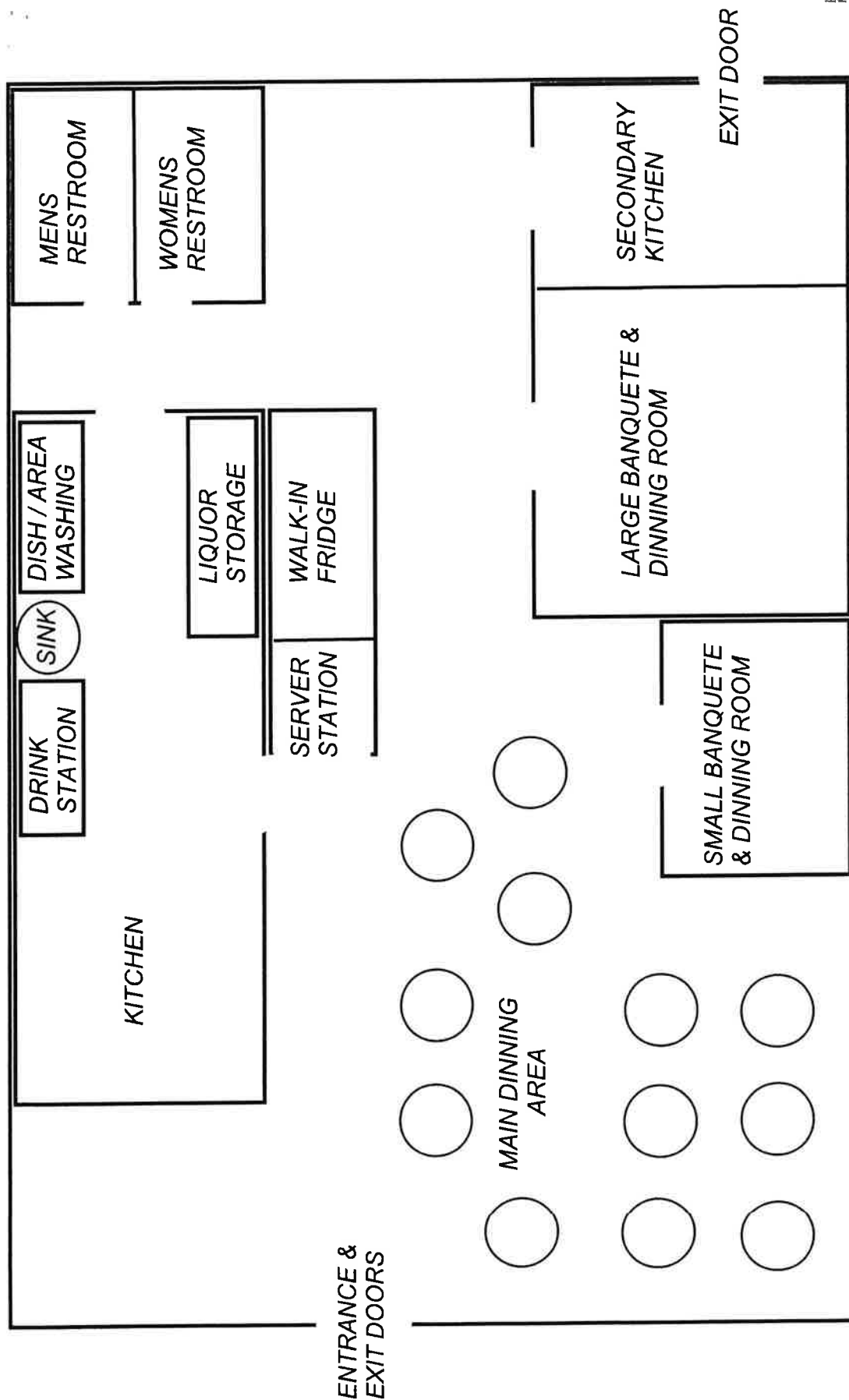
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

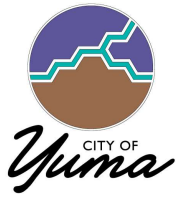
- ☐ Department
- ☒ City Clerk's Office
- ☐ Document to be recorded
- ☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

BLDG. SQ.FT. = 3,835

25 JUL 17 PM 2:09 AZD LLC





# City of Yuma

## City Council Report

File #: MC 2025-125

Agenda Date: 9/3/2025

Agenda #: 3.

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

### TITLE:

Liquor License: Tacos Marlyn Yuma

### SUMMARY RECOMMENDATION:

Approve a Series #12: Restaurant Liquor License application submitted by Dania Vizcarra, agent for Tacos Marlyn Yuma located at 2820 S. 4th Avenue. (LL25-13) (City Administration/City Clerk) (Lynda L. Bushong)

### STRATEGIC OUTCOME:

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

### REPORT:

Dania Vizcarra, agent for Tacos Marlyn Yuma located at 2820 S. 4th Avenue, has applied for a Series #12: Restaurant Liquor License.

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

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

### FISCAL REQUIREMENTS:

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



**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

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

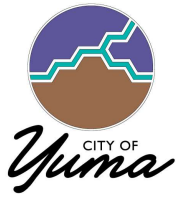
Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025





# City of Yuma

## City Council Report

File #: MC 2025-126

Agenda Date: 9/3/2025

Agenda #: 4.

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

### TITLE:

**Liquor License: Walmart Fuel Station #4325**

### SUMMARY RECOMMENDATION:

Approve a Series #10: Beer and Wine Store Liquor License application submitted by John Curtis II, agent for Walmart Fuel Station #4325 located at 8151 E. 32nd Street #2. (LL25-14) (City Administration/City Clerk) (Lynda L. Bushong)

### STRATEGIC OUTCOME:

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

### REPORT:

John Curtis II, agent for Walmart Fuel Station #4325 located at 8151 E. 32nd Street #2, has applied for a Series #10: Beer and Wine Store Liquor License.

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

The application has been reviewed by Planning & Neighborhood Services, the Police Department, the Fire Department, and Business Licensing.

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

### FISCAL REQUIREMENTS:

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

**FISCAL IMPACT STATEMENT:**

Application Fee: \$250.00

**ADDITIONAL INFORMATION:**

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

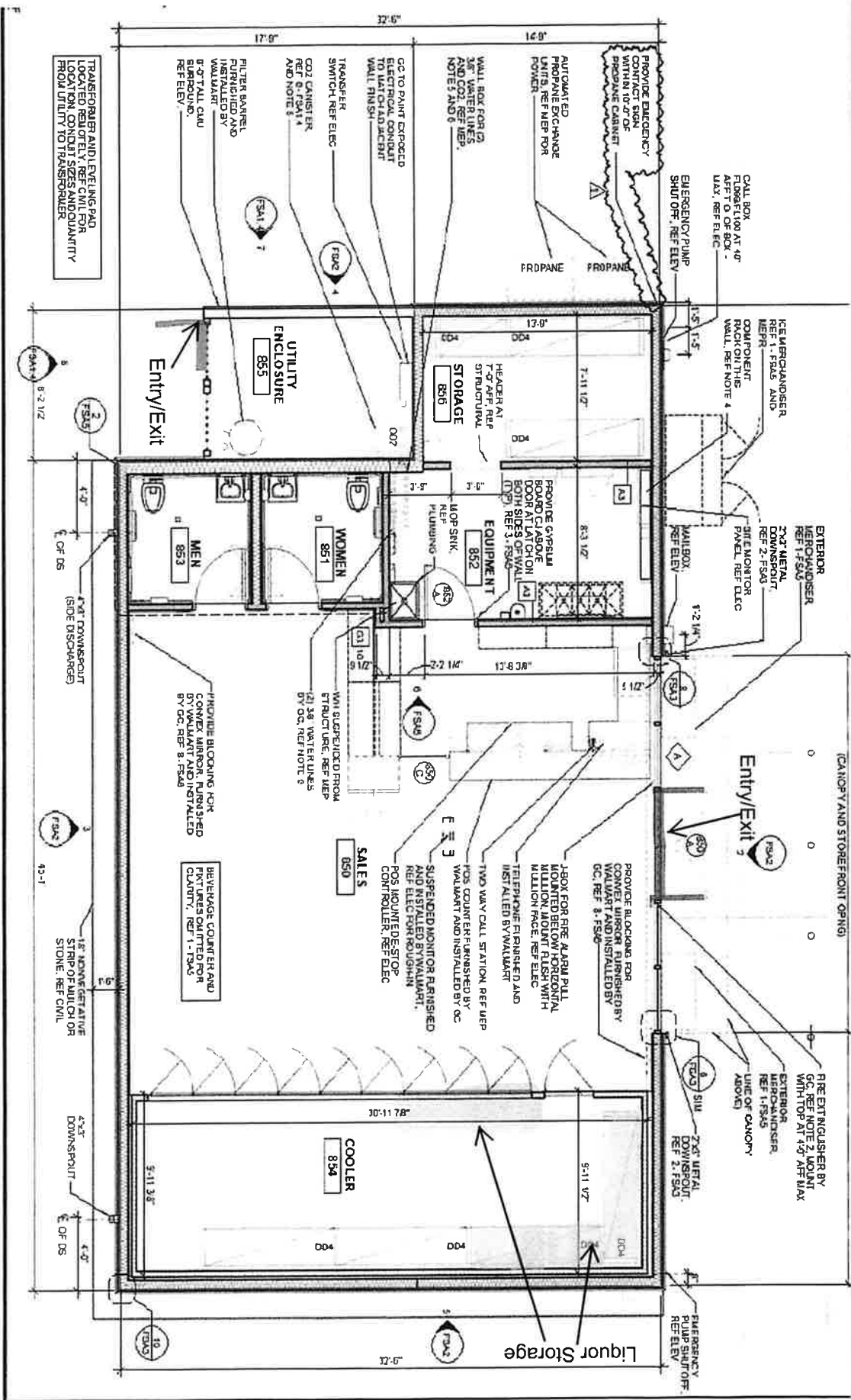
Series #10: Beer and Wine Store Liquor License application

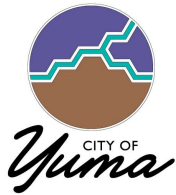
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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

Acting City Administrator: John D. Simonton	Date: 8/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

Walmart Fuel Station #4325  
8151 E. 32nd Street, Suite 2, Yuma AZ 85365  
1440 Square Feet





# City of Yuma

## City Council Report

File #: MC 2025-127

Agenda Date: 9/3/2025

Agenda #: 5.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Finance	<input type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input checked="" 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 type="checkbox"/> Ordinance - Adoption
Procurement	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Bid Award: Rye Grass Seed**

### SUMMARY RECOMMENDATION:

Authorized the purchase of rye grass seed to the lowest responsive and responsible bidder for a total expenditure of \$125,736.00 (excluding tax) to Helena Agri Enterprises of Phoenix, Arizona. (Parks and Recreation) (RFB-26-027 Eric Urfer/Robin R. Wilson)

### STRATEGIC OUTCOME:

This motion supports the City Council's strategic outcomes of Respected and Responsible and Active and Appealing. Awarding this purchase to the lowest qualified bidder will provide winter landscaping for City Golf courses, grass in City parks for activities, and ensures the City has utilized funds in a respected and responsible manner.

### REPORT:

This contract covers the purchase and delivery of grass seed for use by Parks and Recreation at various City parks, golf courses, and other sports fields.

The bid is based on an estimated total of 120,900 pounds of seed applied. The locations for over-seeding align with the department's usage patterns. Specifically, seeding will be limited to the tees, greens, and fairways at Desert Hills Golf Course. At the Par 3 Golf Course, seeding will cover the tees, greens, and surrounding areas. Additionally, athletic fields and some open spaces throughout the parks will also be over-seeded.

Bids were received from nine vendors:

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$125,736.00	BUDGETED:	\$200,000.00
-------------	--------------	-----------	--------------

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	\$125,736.00	The General Fund and the Two Percent Special R Fund.	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority is provided in the FY 2026 City Council approved budget.

**ADDITIONAL INFORMATION:**

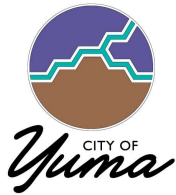
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-128

Agenda Date: 9/3/2025

Agenda #: 6.

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

### TITLE:

**Bid Award: Roof Repair and Maintenance Services**

### SUMMARY RECOMMENDATION:

Authorize the award for a one-year roof repair and maintenance services contract with the option to renew for four additional one-year periods, one year at a time, at an estimated annual expenditure of \$80,000.00, depending on the appropriation of funds and satisfactory performance, to Roofing Technologies, Yuma, Arizona. (Facilities Management-RFB-25-291) (Justin Lewis/Robin R. Wilson)

### STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous by ensuring essential City facilities are protected from leaks, structural damage, and weather-related hazards, maintaining a safe environment for employees and visitors. It also aligns with Respected and Responsible by demonstrating prudent stewardship of public funds through competitive procurement for vital repair and maintenance services.

### REPORT:

The City operates numerous municipal buildings, including administrative offices, critical service facilities and community centers. Many of these structures feature various types of roofing systems that are well over 20 years old and have experienced significant wear due to exposure to extreme desert weather conditions. These aging roofs continue to present issues such as leaks, deteriorated flashing, and compromised canopies, which pose risks to building integrity, energy efficiency, and occupant safety if not addressed promptly.

To ensure the longevity and reliability of these facilities, staff issued a Request for Bid (RFB) for comprehensive roof repair and maintenance services. The RFB sought qualified and licensed contractors capable of conducting inspections, performing repairs and preventative maintenance, and executing full replacements where necessary.

Four responsive bids were received and evaluated based on the lowest total cost for materials and labor. The bidders are as follows:

Classic Roofing, LLC, Phoenix, Arizona: \$13,585.00  
Pacific Federal Construction, Kelso, Washington: \$11,950.00  
Roofing Technologies, Yuma, Arizona: \$4,370.40  
Sprayfoam Southwest Inc., Phoenix, Arizona: \$39,742.08



Approval of this RFB will position the City to ensure that necessary roof repair and maintenance services are carried out efficiently and effectively.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 80,000.00	BUDGETED:	\$ 80,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP -	
TOTAL	\$ 80,000.00		

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

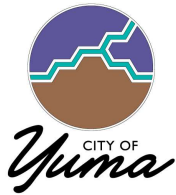
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-129

Agenda Date: 9/3/2025

Agenda #: 7.

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

### TITLE:

**Bid Award: Avenue 4E Sewer Line Extension, 36th Street to 28th Street**

### SUMMARY RECOMMENDATION:

Award a construction services contract for Avenue 4E Sewer Line Extension, 36th Street to 28th Street to the lowest responsive and responsible bidder in the amount of \$4,457,078.23 to Gutierrez Canales Engineering, Yuma, Arizona. (Engineering-RFB-25-280) (David Wostenberg/Robin R. Wilson)

### STRATEGIC OUTCOME:

Awarding this contract aligns with the Respected and Responsible strategic outcome by providing utility services to an area of the City that needs this service to accommodate existing businesses and attract new industrial development in the area.

### REPORT:

This construction project includes but is not limited to installation of approximately 4,796 LF of 15-inch gravity sewer main with manholes, sewer services, two jack and bores, and placing approximately 21,368 square yards of pavement on Avenue 4E between 36th Street and 28th Street.

Bids were received from the following four general contractors:

<b>Gutierrez Canales Engineering</b>	\$4,457,078.23
Yuma Valley Contractors Inc	\$5,227,874.05
DPE Construction, Inc.	\$5,660,556.83
Revolution Industrial	\$6,753,876.79

This project is anticipated to begin in the fall of 2025 and be completed by early summer of 2026.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 4,457,078.23	BUDGETED:	\$ 5,000,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP Wastewater C	Fund
TOTAL	\$ 4,457,078.23		

**FISCAL IMPACT STATEMENT:**

Sufficient budget capacity is provided in the FY 2027 City Council approved budget to award this bid.

**ADDITIONAL INFORMATION:**

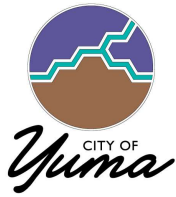
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-130

Agenda Date: 9/3/2025

Agenda #: 8.

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

### TITLE:

**Cooperative Purchasing Agreement: Elevator Maintenance Services**

### SUMMARY RECOMMENDATION:

Authorize the use of the cooperative purchase agreement initiated by the City of Tucson through Omnia Partners Network, for the purchase and delivery of elevator, escalator, chairlift and platform lift maintenance and repair and related services with Otis Elevator, Farmington, Connecticut, for an estimated annual expenditure of \$24,000.00 (Facilities Management-CPA-21-139) (Justin Lewis/ Robin R. Wilson)

### STRATEGIC OUTCOME:

This item supports the City Council's strategic outcome of Safe and Prosperous by funding essential elevator maintenance and repair services, ensuring public and administrative spaces remain safe, accessible, and fully operational.

### REPORT:

The City maintains and operates several elevators that are subject to Arizona Division of Occupational Safety and Health (ADOSH) codes. To adhere to these ADOSH codes and ensure proper elevator functionality, the City requires a vendor to conduct annual inspections, along with repairs and upgrades as needed to maintain compliance. This contract covers maintenance, repairs and inspection compliance for the City elevators.

According to ADOSH codes, the annual service agreement to maintain the City's elevators is estimated at \$9,000. However, the cost does not include repairs or upgrades. To accommodate these expenses, City staff has allocated a budget of \$15,000 per year based on prior expenditures for repairs and upgrades. With a 5-year term and an estimated total value exceeding \$100,000, City policy requires City Council approval for this contract.

Staff has determined the sufficient savings and the most competitive contract prices can be obtained by utilizing this cooperative agreement. This agreement will provide cost savings opportunities through volume purchasing and reduce administrative overhead costs by avoiding the need to bid the same commodity.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 24,000.00	BUDGETED:	\$ 24,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP Various City F	
TOTAL	\$ 24,000.00		

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

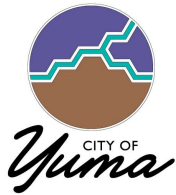
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-131

Agenda Date: 9/3/2025

Agenda #: 9.

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

### TITLE:

**Cooperative Purchase: Dispatch Console Equipment and Services**

### SUMMARY RECOMMENDATION:

Authorize the purchase of dispatch console equipment and services for the Emergency Dispatch backup Center utilizing a Cooperative Purchase Agreement through the Houston-Galveston Area Council, from Russ Bassett Corporation, Whittier, California for a total expenditure of \$115,296.54. (Police-CPA-26-024) (Thomas Garrity/Robin R. Wilson)

### STRATEGIC OUTCOME:

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

### REPORT:

Currently, the City's Public Safety Dispatch Center is located at, 1500 S. 1st Avenue inside the Yuma Police Department building. The current back-up console is located at City Hall, with the current space being inadequate to run a Public Safety Dispatch Center in case of a natural disaster within the City.

There is only one dispatch console currently available. The current backup center is also not fully capable of providing adequate support in case of structural damage to the police facility, or infrastructure damage within the City.

In 2023, during a minor power outage it was discovered that the Police Department and City Hall were on the same power grid, leaving the Public Safety Dispatch Center without a main building or back-up center, as power was out in both buildings. The redundancy put in place to prevent such outage did not adequately operate as expected.

The new location of the back-up center at the Agua Viva Water Plant is on a different power grid and already has most of the major infrastructure to support the requested addition. The facility is anticipated to be completed in Spring 2026.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 115,296.54	BUDGETED:	\$200,000.00
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	\$115,296.54	Public Safety CIP 0075-EDBC	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Sufficient budget capacity is available in the FY 2026 City Council approved budget.

**ADDITIONAL INFORMATION:**

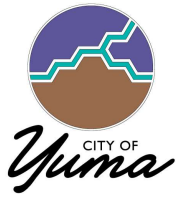
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-132

Agenda Date: 9/3/2025

Agenda #: 10.

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

### TITLE:

**Cooperative Purchase Agreement: OpenGov Asset Management Software Subscription Renewal and Department Expansion**

### SUMMARY RECOMMENDATION:

Authorize the use of the National Cooperative Purchasing Alliance (NCPA) Cooperative Purchase Agreement for a three-year renewal of asset management software subscription “OpenGov”, including expansion to the Utilities and Facilities Management Departments, for a total estimated expenditure of \$750,000.00 to Vertosoft, Leesburg, Virginia. (CPA-25-194) (Isaiah Kirk/Robin R. Wilson)

### STRATEGIC OUTCOME:

OpenGov continues to align with the City Council’s strategic outcome of Connected and Engaged by serving as the central platform for asset management across the City. Expanding the system to include the Utilities and Facilities Management Departments further standardizes asset tracking, consolidates workflows, and enhances productivity, transparency, and citizen engagement across all operational areas.

### REPORT:

In FY2025, the City implemented OpenGov’s Asset Management Software to replace outdated systems and manual tracking methods, addressing critical inefficiencies identified in the Parks, Arts, Recreation, and Trails (PART) Plan and in operational assessments for Public Works, Parks, and other divisions. The system now supports asset tracking, service requests, and future projections across Transportation, Stormwater, Traffic Signals, and Parks and Recreation.

Building on this progress, the FY2026 renewal will expand the platform to include the Utilities and Facilities Management Departments, further unifying asset management practices citywide. The addition of Utilities will centralize oversight of water, wastewater, and related infrastructure, improving maintenance scheduling, regulatory compliance, and long-term capital planning. Facilities integration will strengthen lifecycle tracking, preventive maintenance, and energy efficiency monitoring across City-owned buildings.

OpenGov’s integration with SeeClickFix and GIS continues to support data-driven decisions, streamline operations, and improve cost efficiency. Public feedback tools help the City prioritize service delivery based on resident input, while GIS analytics enable targeted investment in high-use and high-risk assets. Mobile access remains a key feature, allowing field crews to manage work orders in real time, while the Scenario Builder tool supports strategic planning by modeling maintenance strategies and forecasting budget impacts.



With this renewal and expansion, the City reaffirms its commitment to delivering accountable, sustainable services that meet current and future community needs. The software is provided through a subscription license requiring a three-year term, with a first-year payment of \$350,000 for installation and configuration, followed by annual payments of \$200,000, for a total expenditure of \$750,000.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 350,000.00	BUDGETED:	\$ 350,000.00
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 General	
TOTAL	\$ 0.00		

**FISCAL IMPACT STATEMENT:**

Sufficient budget authority for FY 2026 and the multi-year renewal are programmed in the FY 2026 City Council approved budget and financial forecast, contingent on appropriations.

**ADDITIONAL INFORMATION:**

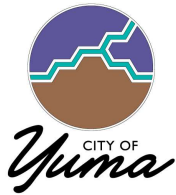
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-106

Agenda Date: 9/3/2025

Agenda #: 11.

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

### TITLE:

**Request for Qualifications Award: Development Fee Update**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a professional services contract for the required Development Fee update at a total cost of \$249,460.00 to PSOMAS, Tucson, Arizona. (Engineering-RFQ-25-318) (Dave Wostenberg/Robin Wilson)

### STRATEGIC OUTCOME:

This action supports the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible by updating the current Development Fees, the Infrastructure Improvements Plan, and the Land Use Assumptions for the North Service Area and the South Service Area.

### REPORT:

The City must update the Development Impact Fee Study, consisting of Land Use Assumptions, (LUA), the Infrastructure Improvements Plan (IIP), and Development Fees every five years prior to the adoption or amendment of development fees. Arizona Revised Statutes § 9-463.05 defines LUA as projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality. The IIP is a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee.

The service areas under consideration are:

- the North Service Area, which includes the portion of the City north of 56th Street (County 14th Street), and
- the South Service Area, that portion of the City south of 56<sup>th</sup> Street (County 14<sup>th</sup> Street).

The South Service Area does not currently assess development fees and is increasingly subject to piecemeal development by property owners, instead of the large cohesive development as originally anticipated.

Request for Qualifications (RFQ) were initiated to obtain responses to the solicitation. The evaluation committee, comprised of City staff, reviewed and rated the proposals received, based on the RFQ scoring matrix.

The City received three responses from highly qualified firms whose experience includes projects in communities within the state.

The cost of the update will be paid from fees previously collected for that purpose.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 249,460.00	BUDGETED:	\$ 200,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 50,000.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 249,460.00	Various Development Fees	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

Though actual costs are higher than anticipated, sufficient budget capacity is available within the department's FY 2026 City Council approved budget to award this bid.

**ADDITIONAL INFORMATION:**

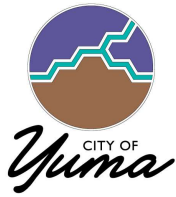
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 08/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-133

Agenda Date: 9/3/2025

Agenda #: 12.

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

### TITLE:

**Request for Qualifications (RFQ): Landscape Maintenance Services**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, at an estimated annual amount of \$474,849.00, with the following landscape contractors: APV Curbing Landscape and Masonry, Yuma, Arizona; Arbor Tech Tree & Landscape Services, Yuma, Arizona; JSA Company, Yuma, Arizona; (Public Works/Streets - RFQ-25-293) (Joel Olea/Robin R. Wilson)

### STRATEGIC OUTCOME:

This request for qualification (RFQ) supports the City Council's strategic outcome of Respected and Responsible by performing necessary maintenance and improvements to maintain the City's infrastructure.

### REPORT:

Staff issued a Request for Qualifications (RFQ) for Landscape Maintenance to engage multiple licensed landscape contractors for maintaining various subdivision retention basins and right-of-way areas throughout the City. This contract may also be utilized by other City departments and divisions.

All three proposals demonstrated the capability to provide all necessary labor, tools, and equipment, and met all the scoring criteria. For each identified project, the scope of work will be sent to all three contractors for quotes, and the contract will be awarded to the lowest responsive and responsible bidder.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 474,849.00	BUDGETED:	\$474,849.00
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 Highway Use and other Various Funds	
TOTAL	\$ 474,849.00		

**FISCAL IMPACT STATEMENT:**

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

**ADDITIONAL INFORMATION:**

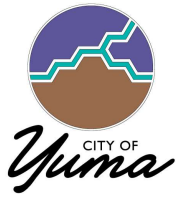
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-135

Agenda Date: 9/3/2025

Agenda #: 13.

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

### TITLE:

**Rental/Lease Contract: AZ WasteWater Industries (AWI) Sewer Recycler Truck**

### SUMMARY RECOMMENDATION:

Authorize a 6-month rental/lease contract for a specialized recycling sewer cleaning truck with a budgeted expenditure of \$130,920.00 to AWI, Phoenix, AZ. (Utilities CI-26-039) (Jeremy McCall/ Robin R. Wilson)

### STRATEGIC OUTCOME:

This award supports the City Council's Strategic Outcome of Safe and Prosperous by ensuring the reliability and quality of the City's Wastewater Treatment and Collections Systems.

### REPORT:

This vehicle is a robust, specialized machine designed for cleaning large-diameter sewer lines. Its standout feature is the ability to recycle sewer water for cleaning, eliminating the need for frequent offsite refilling and dumping during the workday. This water recycling capability boosts productivity and reduces operational downtime. The equipment is specifically engineered to maintain and clean sanitary sewer interceptor lines larger than 18 inches, allowing it to operate onsite for several hours without needing domestic water refills. It is an essential tool for maintaining large sewer lines, removing sediment and organic materials, and reducing hazardous hydrogen sulfide gases in wastewater interceptor lines.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 130,920.00	BUDGETED:	\$ 135,000.00
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 431-4152-640	Wastewater Collections
TOTAL	\$ 130,920.00		

### FISCAL IMPACT STATEMENT:

Sufficient budget capacity is provided in the FY 2026 City Council approved budget to enter this agreement.

### ADDITIONAL INFORMATION:

SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE

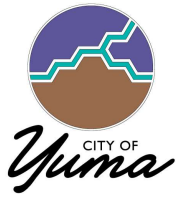
OFFICE OF THE CITY CLERK:

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



# City of Yuma

## City Council Report

File #: MC 2025-136

Agenda Date: 9/3/2025

Agenda #: 14.

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

### TITLE:

**Subrecipient Agreements: Community Development Block Grant (CDBG)**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute two Subrecipient Agreements for Fiscal Year 2025-2026, totaling \$200,000 awarding CDBG funding in accordance with the Annual Action Plan adopted by City Council on July 2, 2025. (Neighborhood and Economic Development) (Kassandra Granados)

### STRATEGIC OUTCOME:

The projects funded by these agreements support the City Council's strategic outcome of Safe and Prosperous by providing resources that address the needs of the community, particularly low-income residents.

### REPORT:

On July 2, 2025, City Council approved the Annual Action Plan that outlined the intended uses of CDBG funds for Fiscal Year 2025. The Plan allocated funding to two organizations for activities that further the objectives of the CDBG and HOME programs. These agreements will support the following projects:

- Housing America Corporation - \$185,000 (CDBG) - Colorado Street Apartment Improvements: Funding will be used to replace the deteriorated roofing system on a 32-unit multifamily complex that provides housing for low-income households.
- Southwest Fair Housing Council - \$15,000 (CDBG) - Fair Housing Program: Funding will support a comprehensive fair housing program in the City of Yuma to preserve and promote equal access to housing for all residents.

Approval of this motion authorizes the City Administrator to execute two subrecipient agreements totaling \$200,000.



**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 200,000.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 200,000.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP CDBG	
TOTAL	\$ 200,000.00		

**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:

2025 Annual Action Plan

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

**CDBG SUBRECIPIENT  
AGREEMENT BETWEEN  
City of Yuma  
And  
Housing America Corporation**

Program Name	Colorado Street Apartments Improvements
Funded Amount	\$185,000.00

This Community Development Block Grant (CDBG) Subrecipient Agreement (“Agreement”) is entered into by and between the City of Yuma, a municipal corporation (“City”), and Housing America Corporation (“Subrecipient”). The City and the Subrecipient may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year beginning **July 1, 2025, and ending June 30, 2026**, from the United States Department of Housing and Urban Development (HUD);

**WHEREAS**, the Subrecipient is eligible to receive CDBG funds and provides services that meet one or more of the program’s National Objectives as defined in 24 CFR 570.208:

1. benefit low- and moderate-income persons
2. aid in the prevention or elimination of slums or blight; or
3. address community development needs having a particular urgency;

**WHEREAS**, the City desires to engage the Subrecipient to provide eligible services under the CDBG program;

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

**AGREEMENT**

**1.0 Agreement Documentation**

This Agreement includes and incorporates by reference all attachments, exhibits, addenda, and any other documents referenced herein. These documents are considered an integral part of this Agreement and shall have the same force and effect as if fully set forth within the body of this Agreement.

## 2.0 Scope of Service

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to carry out the program described in **Exhibit A: Statement of Work (Program Description)**.

## 3.0 Compensation

- 3.1 Agreement amount: The City shall provide financial assistance in the amount of **\$185,000.00** for the performance and completion of all activities described in this Agreement. Payment is contingent upon the Subrecipient's compliance with all terms and conditions of this Agreement and the continued availability of CDBG funds.

The Agreement amount may be adjusted by mutual written consent of the City Administrator and the Subrecipient, provided such adjustment is for the mutual benefit of the Parties. Any increase in the Agreement Amount shall not exceed twenty percent (20%) of the total compensation specified in the program budget contained in **Exhibit A, Section 5**. All such adjustments shall comply with the terms of this Agreement and shall be solely for the purposes outlined in Exhibit A.

- 3.2 Payment Method: The City shall reimburse the Subrecipient for eligible and authorized expenditures in the amounts and increments approved by the City, upon submission of a complete and accurate request for payment, accompanied by all required supporting documentation.

Reimbursement requests must be submitted quarterly, no later than the **7th calendar day** following the end of each quarter.

Reimbursement requests will not be processed unless the corresponding Quarterly Performance Report has been submitted and accepted. If a reimbursement request or report is determined to be incomplete or inaccurate, the Subrecipient will be notified and granted **three (3) business days** to submit the necessary corrections.

If corrections are not received within this timeframe, the reimbursement request will not be processed and must be resubmitted in the following quarter.

The final request for payment must be submitted no later than **five (5) business days** after the expiration of this Agreement. All funds must be fully expended within the timeframes established by the applicable grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (**October 7, January 7, April 7, and July 7**) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).
- 3.5 Disposal of Real Property: All real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either be:
- a. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
  - b. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non CDBG expenditures within five (5) years after expiration of this Agreement.

Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

#### **4.0 Subrecipient Obligations**

The Subrecipient and the Program must meet all applicable requirements of the HUD CDBG program and this Agreement.

#### **5.0 City's Obligations**

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this

assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.

5.4 The City will complete environmental reviews required by the federal grant program guidelines.

## **6.0 Term of Agreement**

The term of this Agreement shall begin on July 1, 2025, and end on June 30, 2026. The term may be extended by written mutual consent of the Assistant Director of Neighborhood and Economic Development or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

## **7.0 Uniform Administrative Requirements**

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its auditors, and HUD, upon request and for a period of five (5) years, the following records and reports (as further described in **Exhibit B: Administrative Requirements**):

7.1 Records demonstrating that the Subrecipient is a qualified recipient of CDBG funds in accordance with HUD regulations.

7.2 Records verifying that participating individuals meet the applicable income and eligibility criteria required by federal law, and that no unlawful discrimination has occurred in the outreach, solicitation, or selection of lower-income persons.

7.3 Financial records and supporting documentation required under 2 CFR Part 200, Subpart D, including records necessary for compliance with annual audit requirements, where applicable.

7.4 Quarterly performance reports, submitted by the seventh (7<sup>th</sup>) working day of each calendar quarter to the City's Neighborhood & Economic Development Division, detailing the activities undertaken, funds expended, and outcomes achieved during the reporting period.

## **8.0 Conditions**

8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.

- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
- a. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
  - b. The City may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

## **9.0 Termination**

9.1 This Agreement may be terminated by the following:

- a. Under 2 CFR § 200.339, both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination, and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
- b. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
- c. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides documentation to the City proving that the Subrecipient is meeting all of

the requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to Subrecipient's performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

## **10.0 Insurance and Bonding Requirements**

- 10.1 Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Insurance and Bonding**.
- 10.2 Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors,

subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

- 10.3 The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

## 11.0 General Provisions

- 11.1 Notices and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

City of Yuma	Housing America Corporation
Neighborhood & Economic Development	Yolanda Galindo, Executive Director
One City Plaza	PO Box 600
Yuma, AZ 85364	Somerton, AZ 85350
Kassandra.Granados@Yumaaz.gov	ygalindo@hacorp.org
(928) 373-5187	(928) 627-4221

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision



of this Agreement, that failure does not prevent the 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. All waivers of performance must be in writing, signed by the Party waiving.

- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain 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 are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.
- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor, and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient 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 up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.

- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws: The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel: Pursuant to A.R.S. § 35-393.01, the Subrecipient certifies that it is not currently engaged in a boycott of Israel, and agrees that, for the duration of this Agreement, it will not engage in a boycott of Israel.
- 11.18 Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

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

City of Yuma

Housing America Corporation

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

\_\_\_\_\_  
Yolanda Galindo  
Executive Director

ATTEST:

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

APPROVED AS TO FORM:

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

## **Subrecipient Agreement**

### **Exhibits**

- A. Statement of Work**
- B. Administrative Requirements**
- C. Certifications and Other Uniform Administrative Requirements**
- D. Insurance and Bonding**
- E. Federal Award Identification**

**Exhibit A**  
**Statement of Work**

**1. Program Description**

Housing America Corporation will replace the deteriorating roofing system on a 32-unit multifamily complex that provides housing for low-income households. This project will enhance the building's structural integrity, improve energy efficiency, and ensure safe, quality housing for residents.

National Objective: Low/Moderate Income Housing Benefit, 570.208(a)(3)  
Eligibility Activity: Rehabilitation Activity 24 CFR § 570.202  
Matrix Code: 14B, Rehabilitation: Multi-Unit Residential

**Program Delivery Schedule**

The subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

Activity	Quarter	Deadline
Prepare bid specifications and solicit contractor bids	Q2	12/31/2025
Select contractor and execute agreement	Q3	3/31/2026
Complete roof replacement on 32-unit complex	Q4	6/15/2026
Final inspection and project closeout	Q4	6/30/2026

**2. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following level of program service during the term of this agreement:

Goal	Performance Measure
Conduct competitive bidding process and select a qualified roofing contractor.	Documentation of bid solicitation, evaluation, and executed contract.
Replace the deteriorating roofing system on a 32-unit complex serving low-income households.	Documentation of completed roof replacement and final inspection reports.
Ensure project completion in compliance with CDBG requirements and	Procurement records, Davis-Bacon compliance

procurement standards.	documentation (if applicable), and final project approval.
------------------------	---

### 3. Payment

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$185,000.00. Funds shall be used exclusively for eligible program implementation costs and shall not be used for general administrative expenses. All payments shall be made on a reimbursement basis. The City shall reimburse the Subrecipient within thirty (30) days of receiving a complete and accurate payment request with all required source documentation. Such documentation shall include, but is not limited to, the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Drawdowns shall be made in accordance with the approved line-item budget and must be supported by documented performance outcomes. All drawdown requests must be submitted on a quarterly basis, following the end of each quarter. Drawdown requests will not be accepted outside of the quarterly reporting schedule. If the Subrecipient fails to submit a required Quarterly Performance Report, the corresponding drawdown request will not be processed, and reimbursement will be delayed until the following quarter upon submission of the outstanding report. If the drawdown request contains errors or missing information, the Subrecipient will be given three (3) business days to make corrections. If the corrected request is not submitted within this period, reimbursement will be delayed until the following quarter.

Any proposed changes to the approved budget must be submitted in writing and shall not take effect unless approved in writing by both the City and the Subrecipient.

### 4. Budget

<u>Line Item</u>	<u>CDBG Amount</u>
Roofing Contractor Services (includes labor, materials, and installation)	185,000.00
TOTAL	\$185,000.00

### 6. Special Conditions

The Subrecipient shall obtain a completed request for assistance from each applicant for whom assistance is sought and/or provided under this Agreement. All forms used in connection with the Program must be made available in both English and Spanish to ensure accessibility.

The Subrecipient shall submit Quarterly Subrecipient Performance Reports in a format approved by the City, due on **October 7, January 7, April 7, and July 7.**

Upon completion of this Agreement, the Subrecipient shall also submit a final year-end report and analysis summarizing the services provided. This report shall include demographic and eligibility data for all applicants and/or beneficiaries of the funded activities, including total number served, ethnicity, gender, income eligibility status, disability status, and single head of household status.

Subrecipients are encouraged to conduct background checks for any employees, volunteers, or representatives who will have unsupervised contact with youth, elderly individuals, or persons with developmental disabilities while delivering public service activities funded under this Agreement. While the City does not require agencies to submit copies of background checks, the cost of performing such checks may be charged to the grant as an eligible expense.

## **Exhibit B**

### **Administrative Requirements**

#### **1. Financial Management**

- 1.1 Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 1.2 Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, for all costs incurred under this agreement.

#### **2. Documentation and Record Keeping**

- 2.1 Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 2.2 Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
- 2.3 Client Data: The Subrecipient shall maintain client data demonstrating client



eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request. The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

- 2.4 Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 2.5 Close-Outs: Subrecipient obligation to the City shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 2.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully resolved by the Subrecipient within thirty (30) days after receipt. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City requests a financial audit by a certified public accountant of the Subrecipient's financial records to verify the use of City funds pursuant to this Agreement, the Subrecipient shall cooperate in the performance of such audit. The Subrecipient shall not be responsible for the cost of such audit if requested by

the City and shall be entitled to receive a copy of any resulting reports received by the City.

### **3. Reporting and Payment Procedures**

- 3.1 Program Income: The Subrecipient shall report all program income, as defined at 24 CFR § 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of such program income shall comply with the requirements set forth in 24 CFR § 570.504.

During the term of this Agreement, the Subrecipient may use program income for eligible activities permitted under this Agreement. Requests for additional CDBG funds shall be reduced by the amount of any program income on hand. Any program income remaining at the end of the Agreement period shall be returned to the City. Interest earned on cash advances from the U.S. Treasury, or on funds held in a revolving fund account, is not considered program income and must be remitted promptly to the City.

- 3.2 Indirect Costs: The City does not permit Subrecipients to use CDBG funds for overhead, indirect costs, or any expenses determined through a cost allocation method. Prohibited costs include, but are not limited to, facility rent, utilities, telephone and internet services, cable, insurance, and office equipment rentals that are not directly and exclusively associated with the delivery of the funded activity. CDBG funds shall only be used for costs that are directly related to the implementation of the eligible activity as specified in the approved Program budget attached as Exhibit A.

- 3.3 Payment Procedures: The City will pay to the Subrecipient funds available under this Agreement based upon documentation submitted by the Subrecipient and in accordance with the approved budget and applicable City policies governing payments. Except for authorized advances, payments shall be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the Subrecipient's actual cash requirements. The City may adjust payment amounts based on the availability of advance funds and program income balances held in Subrecipient accounts. Additionally, the City reserves the right to liquidate funds available under this Agreement to cover costs incurred by the City on behalf of the Subrecipient. The Subrecipient shall submit all documentation related to eligible expenses no later than the fifth (5th) calendar day following the Program Completion Date or the expiration date of this Agreement, whichever occurs first.

- 3.4 Budget: The Subrecipient shall submit a detailed Agreement budget, in a form and with content prescribed by the City, for review and approval by the City. The budget may be revised from time to time upon mutual agreement of the

City and the Subrecipient, provided such revisions are consistent with applicable City policies and procedures.

- 3.5 Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25, including maintaining an active registration in the System for Award Management (SAM) and obtaining a Unique Entity Identifier (UEI), in accordance with 2 CFR Part 25, Appendix A. The Subrecipient shall also comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA), including the requirements relating to executive compensation and subaward reporting as set forth in 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.
- 3.6 Performance Reports: The Subrecipient shall submit regular Performance Reports to the City in the form, content, and frequency as required by the City.

#### **4. Procurement**

- 4.1 Compliance: The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
- 4.2 OMB Standards: Unless otherwise specified in this Agreement, the Subrecipient shall procure all materials, supplies, equipment, and services in accordance with the procurement standards set forth in 2 CFR Part 200. The Subrecipient shall also comply with the CDBG regulations concerning debarred or suspended entities, as outlined in 24 CFR § 570.609. Under no circumstances shall CDBG funds be used to contract with or provide assistance to any party that is debarred, suspended, or otherwise excluded or disqualified from participation in federal assistance programs.
- 4.3 Travel: The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.4 Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
- a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  - b. Real property under the Subrecipient's control that was acquired or

improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period as the City deems appropriate].

- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income [prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment]. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
- d. The Subrecipient shall clearly label all equipment, furnishings, and other tangible personal property purchased in whole or in part with CDBG funds as property funded by the City of Yuma. The Subrecipient shall maintain an up-to-date inventory record that includes a description of each item, serial or identification numbers (if applicable), purchase date, cost, current location, and condition. The inventory must be updated annually and made available to the City upon request for monitoring, auditing, or other compliance reviews.

- 4.5 Relocation, Real Property Acquisition and Displacement: The Subrecipient agrees to comply with the requirements of 24 CFR § 570.606 regarding the acquisition and disposition of real property acquired with grant funds, and with respect to the displacement of persons, businesses, nonprofit organizations, and farms resulting directly from such acquisition. The Subrecipient further agrees to comply with all applicable City ordinances, resolutions, and policies related to the displacement of individuals from their residences.

## **Exhibit C**

### **Certifications and Other Uniform Administrative Requirements**

#### **1. Uniform Administrative Requirements**

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

#### **2. Equal Opportunity**

The Subrecipient agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
- c. Section 109 of the Housing and Community Development Act of 1974.
- d. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), as amended by Executive Orders 11375, 11478, 12107, and 12086.
- f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- g. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101–6107, and the prohibitions against discrimination against persons with disabilities under Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- h. The Americans with Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
- i. The requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151–4157.
- j. The non-discrimination in employment and contracting opportunity laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act remain in effect.
- k. The Federal Fair Housing Act of 1988 (Pub. L. 100-430). HUD requires recipients of federal funding to affirmatively further fair housing. If applicable,

the Subrecipient must implement AFHM policies in accordance with the City's Affirmative Fair Housing Marketing Guide.

### **3. Interest of Officials and Conflict of Interest**

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq., 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

- a. No member, officer, or employee of the Subrecipient or its designees or agents, and no member of the governing body of the locality in which the program is situated, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
- b. The Subrecipient shall comply with all applicable conflict of interest provisions and incorporate such provisions into all applicable contracts.
- c. The Subrecipient shall establish safeguards to prohibit employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other personal ties.

### **4. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### **5. Section 3 Clause**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or by HUD-assisted projects covered by Section 3, are directed to low- and very low-income persons residing in the project area, to the greatest extent feasible. The parties to this Agreement agree to comply with the regulations set forth in 24 CFR Part 75, which implement Section 3. By executing this Agreement, the parties certify that they are not under any contractual or other impediment that would prevent compliance with the requirements of 24 CFR Part 75.”

## **6. Conduct**

### **6.1 Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

### **6.2 Subcontracts**

- a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.
- b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process: The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

## **7. Labor Standards Provisions**

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a 276a 5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327 333.

## **8. Buy America Preference (BAP)**

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

## **9. Environmental Requirements**

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the program is conditioned upon the City's determination to proceed with, modify, or cancel the program based on the results of the subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; P.L. 89 665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93 291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

## **10. Lead-Based Paint**

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants



of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

#### **11. Radon Testing and Mitigation**

This Agreement is subject to the requirements of HUD Notice CPD-2013-07, the U.S. Environmental Protection Agency (EPA) radon guidelines, and 24 CFR § 58.5(i)(2)(i)(C). Radon testing shall be conducted in residential structures assisted with CDBG funds where ground contact is present, and any identified radon hazards must be mitigated. Purchasers and tenants of assisted structures must be provided with HUD- or EPA-approved information on radon risks.

#### **12. Property Disposition**

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property shall be considered Program Income.

#### **13. Lobbying**

The Subrecipient hereby certifies that:

- a.* No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
- b.* If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c.* The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all shall certify and disclose accordingly.

Lobbying Certification: “This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

#### **14. Copyright**

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### **15. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

#### **16. Acquisition and Relocation**

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

#### **17. Recordkeeping Requirements**

Each Subrecipient shall establish and maintain adequate records to allow the City and the U.S. Department of Housing and Urban Development (HUD) to verify that the Subrecipient has complied with the terms and conditions of this Agreement. At a minimum, the following records must be retained for five (5) years following the date of closeout of this Agreement by the City. The City will notify the Subrecipient of the official closeout date in writing.

All files shall be clearly labeled with the following: CDBG Agreement Number, Name of City, and Activity Number, and shall include, but are not limited to, the following documentation:

- a. A copy of the original application and executed Agreement with the City, including any approved amendments.
- b. General correspondence and communications related to the Agreement.
- c. Financial management records, including ledgers, source documentation, and audit reports.
- d. Documentation of compliance with Section 504 of the Rehabilitation Act.
- e. Civil Rights compliance records, including the executed Civil Rights Certification and demographic data on applicants for and recipients of

benefits and/or services, including ethnicity, gender, disability status, and single head-of-household status.

## **Exhibit D**

### **Insurance and Bonding**

#### **1. Insurance**

The Subrecipient shall, at a minimum, comply with the bonding requirements set forth in 24 CFR § 200.325 and the insurance requirements in 24 CFR § 200.310. In accordance with these provisions, the Subrecipient must provide insurance coverage for real property and equipment acquired or improved with Federal funds that is at least equivalent to the coverage provided for property owned by the Subrecipient. Federally owned property is not required to be insured unless specifically mandated by the terms and conditions of the Federal award.

- 1.1 Insurer Qualifications: Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes (“A.R.S.”) § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.
- 1.2 No Representation of Coverage Adequacy: The City reserves the right to review all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of this Agreement.
- 1.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 1.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

- 1.5 Primary Insurance: Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- 1.6 Claims: 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 completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 1.7 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 work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- 1.8 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. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.
- 1.9 Use of Subcontractors: If any work under this Agreement is subcontracted in any manner, the Subrecipient shall execute written agreements with all subcontractors that include the indemnification provisions outlined in this Agreement and the insurance requirements specified herein, ensuring both the City and the Subrecipient are adequately protected. The Subrecipient shall be solely responsible for executing such subcontractor agreements and for obtaining and maintaining certificates of insurance from subcontractors verifying compliance with the required insurance coverage.
- 1.10 Evidence of Insurance: Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. 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 in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient 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 RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:
  - Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - Auto Liability – Under ISO Form CA 20 48 or equivalent
  - Excess Liability – Follow Form to underlying insurance.
- b. Subrecipient’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- c. 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 Subrecipient under this Agreement.
- d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## **2. Insurance Coverage**

- 2.1 Commercial General Liability: Subrecipient shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 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.

- 2.2 Vehicle Liability: Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient'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.
- 2.3 Professional Liability: If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- 2.4 Workers' Compensation Insurance: Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

2.5 Additional Coverage: To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

**3. Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

**4. Bonding**

In the event the City provides advance funding, the Subrecipient shall obtain and maintain a blanket fidelity bond covering all the Subrecipient's employees and subcontractors in an amount equal to the total cash advances received from the City.



**Exhibit E**  
**Federal Award Identification Worksheet**  
Regulation: 2 CFR 200.331(a)(1)(i-xiii)

i. Subrecipient: Housing America Corporation		ii. Unique Entity ID: D3JFGSTP3HD5	
iii. FAIN: B-25-MC-04-0508		iv. Federal Award Date: 7/1/2025	
v. Subaward Period of Performance:		Start Date: 7/1/25	End Date: 6/30/26
vi. Amount of Federal Funds Obligated to the Subrecipient by this action:		\$185,000	
vii. Total Amount of Federal Funds Obligated to the Subrecipient:		\$	
viii. Total Amount of the Federal Award:		\$	
ix. Federal Award Project Description: (required if funded over \$25,000)		Housing America Corporation will replace the deteriorating roofing system on a 32-unit multifamily complex, ensuring safe and energy-efficient housing for low-income households.	
x. Federal Awarding Agency:		U.S. Department of Housing and Urban Development	
Grantee:		City of Yuma, Arizona	
Awarding Official:		Rebecca Blanco – CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430	
xi. CDFA Number and Name:	14.218 Community Development Block Grant (CDBG) - Entitlement		
xii. Is award for Research and Development?		Yes	No X
xiii. Indirect Cost Rates:	Indirect Costs are not a billable expenses for this project		

**CDBG SUBRECIPIENT  
AGREEMENT BETWEEN  
City of Yuma  
And  
Southwest Fair Housing Council**

Program Name	Fair Housing
Funded Amount	\$15,000.00

This Community Development Block Grant (CDBG) Subrecipient Agreement (“Agreement”) is entered into by and between the City of Yuma, a municipal corporation (“City”), and Southwest Fair Housing Council (“Subrecipient”). The City and the Subrecipient may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City is a recipient of Community Development Block Grant (CDBG) funds for the program year beginning **July 1, 2025, and ending June 30, 2026**, from the United States Department of Housing and Urban Development (HUD);

**WHEREAS**, the Subrecipient is eligible to receive CDBG funds and provides services that meet one or more of the program’s National Objectives as defined in 24 CFR 570.208:

1. benefit low- and moderate-income persons
2. aid in the prevention or elimination of slums or blight; or
3. address community development needs having a particular urgency;

**WHEREAS**, the City desires to engage the Subrecipient to provide eligible services under the CDBG program;

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

**AGREEMENT**

**1.0 Agreement Documentation**

This Agreement includes and incorporates by reference all attachments, exhibits, addenda, and any other documents referenced herein. These documents are considered an integral part of this Agreement and shall have the same force and effect as if fully set forth within the body of this Agreement.

## 2.0 Scope of Service

In accordance with the provisions of 24 Code of Federal Regulations (CFR) Part 570 and the terms of this Agreement, the Subrecipient agrees to carry out the program described in **Exhibit A: Statement of Work (Program Description)**.

## 3.0 Compensation

- 3.1 Agreement amount: The City shall provide financial assistance in the amount of **\$15,000.00** for the performance and completion of all activities described in this Agreement. Payment is contingent upon the Subrecipient's compliance with all terms and conditions of this Agreement and the continued availability of CDBG funds.

The Agreement amount may be adjusted by mutual written consent of the City Administrator and the Subrecipient, provided such adjustment is for the mutual benefit of the Parties. Any increase in the Agreement Amount shall not exceed twenty percent (20%) of the total compensation specified in the program budget contained in **Exhibit A, Section 5**. All such adjustments shall comply with the terms of this Agreement and shall be solely for the purposes outlined in Exhibit A.

- 3.2 Payment Method: The City shall reimburse the Subrecipient for eligible and authorized expenditures in the amounts and increments approved by the City, upon submission of a complete and accurate request for payment, accompanied by all required supporting documentation.

Reimbursement requests must be submitted quarterly, no later than the **7th calendar day** following the end of each quarter.

Reimbursement requests will not be processed unless the corresponding Quarterly Performance Report has been submitted and accepted. If a reimbursement request or report is determined to be incomplete or inaccurate, the Subrecipient will be notified and granted **three (3) business days** to submit the necessary corrections.

If corrections are not received within this timeframe, the reimbursement request will not be processed and must be resubmitted in the following quarter.

The final request for payment must be submitted no later than **five (5) business days** after the expiration of this Agreement. All funds must be fully expended within the timeframes established by the applicable grant requirements.

- 3.3 Program Income: The Subrecipient shall report quarterly (**October 7, January 7, April 7, and July 7**) to the City all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.
- 3.4 Reversion of Assets: Upon termination of this Agreement, the Subrecipient shall transfer all CDBG funds on hand and all accounts receivable attributable to the use of grant funds as required under 24 CFR § 570.503(b)(7).
- 3.5 Disposal of Real Property: All real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either be:
- a. Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this Agreement; or
  - b. Disposed of in a manner that results in the City being reimbursed in the amount equal to the current fair market value of the property minus any portion of the value attributable to non CDBG expenditures within five (5) years after expiration of this Agreement.

Section 3, in its entirety, including its subheadings, shall survive the expiration or termination of this Agreement.

#### **4.0 Subrecipient Obligations**

The Subrecipient and the Program must meet all applicable requirements of the HUD CDBG program and this Agreement.

#### **5.0 City's Obligations**

- 5.1 The City will disburse funds within thirty (30) calendar days of receipt and verification of each invoice, under the terms of this Agreement.
- 5.2 The City will provide reasonable assistance to aid the Subrecipient in complying with all provisions governing the use of grant funds. However, this

assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

5.3 The City is responsible for intergovernmental reviews defined in Executive Order 12372.

5.4 The City will complete environmental reviews required by the federal grant program guidelines.

## **6.0 Term of Agreement**

The term of this Agreement shall begin on July 1, 2025, and end on June 30, 2026. The term may be extended by written mutual consent of the Assistant Director of Neighborhood and Economic Development or designee and the Subrecipient. Extensions are governed by the terms of this Agreement.

## **7.0 Uniform Administrative Requirements**

Under 24 CFR § 570.502, 24 CFR § 570.506, and 2 CFR Part 200, Subpart D, the Subrecipient shall maintain and make available to the City, its auditors, and HUD, upon request and for a period of five (5) years, the following records and reports (as further described in **Exhibit B: Administrative Requirements**):

7.1 Records demonstrating that the Subrecipient is a qualified recipient of CDBG funds in accordance with HUD regulations.

7.2 Records verifying that participating individuals meet the applicable income and eligibility criteria required by federal law, and that no unlawful discrimination has occurred in the outreach, solicitation, or selection of lower-income persons.

7.3 Financial records and supporting documentation required under 2 CFR Part 200, Subpart D, including records necessary for compliance with annual audit requirements, where applicable.

7.4 Quarterly performance reports, submitted by the seventh (7<sup>th</sup>) working day of each calendar quarter to the City's Neighborhood & Economic Development Division, detailing the activities undertaken, funds expended, and outcomes achieved during the reporting period.

## **8.0 Conditions**

8.1 Certifications: Subrecipient shall comply with all Certifications as described and executed in **Exhibit C: Certifications and Other Uniform Administrative Requirements**.

- 8.2 Acknowledgements: Subrecipient shall acknowledge the role of HUD and the City CDBG program in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds under this Agreement.
- a. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Subrecipient or by any employee of the Subrecipient. The Subrecipient shall advise the City or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
  - b. The City may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

## **9.0 Termination**

- 9.1 This Agreement may be terminated by the following:

- a. Under 2 CFR § 200.339, both Parties may terminate the Agreement in whole or in part. The Parties must agree upon the termination conditions and effective date of termination, and in the case of partial termination, the portion to be terminated. The Party terminating must notify the other Party in writing with the reasons for termination.
- b. Pursuant to 2 CFR § 200.338, the City may terminate this Agreement, in whole or part, upon at least 30 days' written notice, whenever it determines, in its sole discretion, that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. The City shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect.
- c. Upon notification of the City's intent to terminate this Agreement, the Subrecipient may appeal the termination pursuant to the policies and procedures set forth in the City's Subrecipient Administrative Review Process, which is available in the Subrecipient Training Packet and incorporated herein by reference. If the Subrecipient provides documentation to the City proving that the Subrecipient is meeting all of

the requirements under the Agreement, the City may cancel the termination.

- 9.2 Compliance With Law: Failure to comply with the requirements of this Agreement and all federal, state, and local laws, regulations, and ordinances applicable to Subrecipient's performance under this Agreement (described in Exhibit C: Certifications and Other Uniform Administrative Requirements) may result in suspension or termination of this Agreement; except Subrecipient does not assume environmental responsibilities as described in 24 CFR § 570.604, or responsibilities for initiating the intergovernmental review process of Executive Order 12372 as described at 24 CFR § 570.612.
- 9.3 Attorney Fees and Costs: If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, appellate, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Alternative Dispute Resolution (ADR): If the parties mutually agree, claims, disputes or other matters in question may be submitted for ADR and decided according to the rules of the ADR Forum. Request for ADR must be filed in writing with the other Party to this Agreement.
- 9.5 Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.

## **10.0 Insurance and Bonding Requirements**

- 10.1 Prior to the receipt of any funds, the Subrecipient must provide the City with certificates of insurance and insurance documents or bonds as stated in **Exhibit D: Insurance and Bonding**.
- 10.2 Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims (including patent and copyright infringement claims), liabilities, demands, damages, losses and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of the Subrecipient's intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, directives, mistakes, or omissions of Subrecipient's employees, agents, advertisers, contractors,

subcontractors, or any other person for which the Subrecipient may be legally liable, in the performance of this Agreement.

- 10.3 The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Agreement.

## 11.0 General Provisions

- 11.1 Notices and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

City of Yuma	Southwest Fair Housing Council
Neighborhood & Economic Development	Tasha Lynch
One City Plaza	5425 E. Broadway Blvd., #29
Yuma, AZ 85364	Tucson, AZ 85711
Kassandra.Granados@Yumaaz.gov	tasha@swfhc.com
(928) 373-5187	(520) 664-6624

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 11.2 Successor and Assigns: This Agreement is not assignable.
- 11.3 Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.
- 11.4 Waiver: If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the 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. All waivers of performance must be in writing, signed by the Party waiving.

- 11.5 Severability: If any terms, parts, or provisions of the Agreement documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.6 Integration: The Agreement documents contain 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 are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by both Parties.
- 11.7 No Partnership: Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal nor agent of the other.
- 11.8 Independent Contractor: Subrecipient acknowledges and agrees that it is an independent contractor, and its employees are not City agents or employees for any purpose, including the payment of any employer's taxes such as FICA, unemployment, and workers' compensation.
- 11.9 Venue: The Parties shall initiate and maintain any action at law or in equity or other judicial proceedings arising from this Agreement in the Superior Court of Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action commenced in accordance with the terms of this Agreement.
- 11.10 Authority: The City and Subrecipient warrant that each Party has full power and authority to enter and perform this Agreement in accordance with its terms, and that the individual executing this Agreement is authorized to do so.
- 11.11 Further Documents and Acts: The City and the Subrecipient will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this Agreement.
- 11.12 Employment Eligibility: Subrecipient 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 up to and including termination of this Agreement. City retains the legal right to inspect the citizenship documents of any Subrecipient or subcontractor employee who works on this Agreement to ensure that Subrecipient or its subcontractors are complying with this warranty.

- 11.13 Lawful Presence: Subrecipient shall be required under this Agreement to comply with the provisions of Arizona Revised Statutes § 1-501 Eligibility for Federal Public Benefits, and § 1-502 Eligibility for State or Local Public Benefits relating to demonstration of lawful presence in the United States.
- 11.14 Limited English Proficiency (LEP): Subrecipient must have a Limited English Proficiency (LEP) Language Assistance Plan (LAP). If Subrecipient does not have one, they may follow the City's LEP Plan.
- 11.15 Cancellation: This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 11.16 Compliance With Non-Discrimination Laws: The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
- 11.17 Boycott of Israel: Pursuant to A.R.S. § 35-393.01, the Subrecipient certifies that it is not currently engaged in a boycott of Israel, and agrees that, for the duration of this Agreement, it will not engage in a boycott of Israel.
- 11.18 Provisions Required by Law: Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by their properly authorized representatives as follows:

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

City of Yuma

Southwest Fair Housing Council

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

\_\_\_\_\_  
Jay Young  
Executive Director

ATTEST:

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

APPROVED AS TO FORM:

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

## **Subrecipient Agreement**

### **Exhibits**

- A. Statement of Work**
- B. Administrative Requirements**
- C. Certifications and Other Uniform Administrative Requirements**
- D. Insurance and Bonding**
- E. Federal Award Identification**

**Exhibit A**  
**Statement of Work**

**1. Program Description**

Southwest Fair Housing Council (SWFHC) will implement a fair housing outreach, media, and enforcement program to serve all City of Yuma residents. SWFHC will conduct fair housing testing, advertising, public outreach, and a Fair Housing class. These efforts aim to promote awareness of fair housing rights and support compliance with fair housing laws throughout Yuma.

National Objective:	Not Applicable
Eligibility Activity:	Program Administrative Costs- 24 CFR 570.206 (c)
Matrix Code:	21D, Fair Housing Activities

**2. Program Delivery Schedule**

The subrecipient shall complete all work required by this Agreement in accordance with the timetable set forth below:

Activity	Quarter	Deadline
Place one digital media advertisement	Q2	12/31/2025
NLA presentation	Q3	3/31/2026
Conduct ten (10) tests	Q4	6/30/2026
Fair Housing Class and Outreach Events	Q4	6/30/2026

**3. Levels of Accomplishment – Goals and Performance Measures**

The Subrecipient agrees to provide the following level of program service during the term of this agreement:

Goal	Performance Measure
Digital media advertisement promoting fair housing awareness	Proof of at least one paid digital media ad posted
NLA presentation on fair housing rights and responsibilities	Presentation completed with participant sign-in sheet
Fair housing tests	Ten (10) completed testing reports
Fair Housing Class and Outreach Events	Documentation of outreach materials, and sign-in sheets

#### 4. Payment

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$15,000.00. Funds shall be used exclusively for eligible program implementation costs and shall not be used for general administrative expenses. All payments shall be made on a reimbursement basis. The City shall reimburse the Subrecipient within thirty (30) days of receiving a complete and accurate payment request with all required source documentation. Such documentation shall include, but is not limited to, the Quarterly Subrecipient Performance Reports and the Annual Performance Report.

Drawdowns shall be made in accordance with the approved line-item budget and must be supported by documented performance outcomes. All drawdown requests must be submitted on a quarterly basis, following the end of each quarter. Drawdown requests will not be accepted outside of the quarterly reporting schedule. If the Subrecipient fails to submit a required Quarterly Performance Report, the corresponding drawdown request will not be processed, and reimbursement will be delayed until the following quarter upon submission of the outstanding report. If the drawdown request contains errors or missing information, the Subrecipient will be given three (3) business days to make corrections. If the corrected request is not submitted within this period, reimbursement will be delayed until the following quarter.

Any proposed changes to the approved budget must be submitted in writing and shall not take effect unless approved in writing by both the City and the Subrecipient.

#### 5. Budget

<u>Line Item</u>	<u>CDBG Amount</u>
Payroll and employee related expenses	11,200.00
Travel expenses	1,500.00
Materials & Supplies	300.00
Media Advertisements	2,000.00
TOTAL	\$15,000.00

#### 6. Special Conditions

The Subrecipient shall obtain a completed request for assistance from each applicant for whom assistance is sought and/or provided under this Agreement. All forms used in connection with the Program must be made available in both English and Spanish to ensure accessibility.

The Subrecipient shall submit Quarterly Subrecipient Performance Reports in a format approved by the City, due on **October 7, January 7, April 7, and July 7**. Upon completion of this Agreement, the Subrecipient shall also submit a final year-end report and analysis summarizing the services provided. This report shall include demographic and eligibility data for all applicants and/or beneficiaries of the funded activities, including total number served, ethnicity, gender, income eligibility status, disability status, and single head of household status.

Subrecipients are encouraged to conduct background checks for any employees, volunteers, or representatives who will have unsupervised contact with youth, elderly individuals, or persons with developmental disabilities while delivering public service activities funded under this Agreement. While the City does not require agencies to submit copies of background checks, the cost of performing such checks may be charged to the grant as an eligible expense.

## **Exhibit B**

### **Administrative Requirements**

#### **1. Financial Management**

- 1.1 Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 1.2 Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, for all costs incurred under this agreement.

#### **2. Documentation and Record Keeping**

- 2.1 Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets one of the National objectives of the CDBG program;
  - c. Records required to determine the eligibility of activities;
  - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
  - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 2.2 Retention: The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
- 2.3 Client Data: The Subrecipient shall maintain client data demonstrating client



eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD and City monitors or their designees for review upon request. The Subrecipient must comply with 2 CFR § 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.

- 2.4 Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 2.5 Close-Outs: Subrecipient obligation to the City shall not end until all close out requirements are completed. Activities during this close out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City,) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 2.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the grantor agency, their designees, or the Federal Government, at any time during normal business hours, as often as the City or grantor agency (HUD) deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully resolved by the Subrecipient within thirty (30) days after receipt. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

If applicable, the Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, Subpart F. If the City requests a financial audit by a certified public accountant of the Subrecipient's financial records to verify the use of City funds pursuant to this Agreement, the Subrecipient shall cooperate in the performance of such audit. The Subrecipient shall not be responsible for the cost of such audit if requested by

the City and shall be entitled to receive a copy of any resulting reports received by the City.

### **3. Reporting and Payment Procedures**

- 3.1 Program Income: The Subrecipient shall report all program income, as defined at 24 CFR § 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of such program income shall comply with the requirements set forth in 24 CFR § 570.504.

During the term of this Agreement, the Subrecipient may use program income for eligible activities permitted under this Agreement. Requests for additional CDBG funds shall be reduced by the amount of any program income on hand. Any program income remaining at the end of the Agreement period shall be returned to the City. Interest earned on cash advances from the U.S. Treasury, or on funds held in a revolving fund account, is not considered program income and must be remitted promptly to the City.

- 3.2 Indirect Costs: The City does not permit Subrecipients to use CDBG funds for overhead, indirect costs, or any expenses determined through a cost allocation method. Prohibited costs include, but are not limited to, facility rent, utilities, telephone and internet services, cable, insurance, and office equipment rentals that are not directly and exclusively associated with the delivery of the funded activity. CDBG funds shall only be used for costs that are directly related to the implementation of the eligible activity as specified in the approved Program budget attached as Exhibit A.

- 3.3 Payment Procedures: The City will pay to the Subrecipient funds available under this Agreement based upon documentation submitted by the Subrecipient and in accordance with the approved budget and applicable City policies governing payments. Except for authorized advances, payments shall be made only for eligible expenses actually incurred by the Subrecipient and shall not exceed the Subrecipient's actual cash requirements. The City may adjust payment amounts based on the availability of advance funds and program income balances held in Subrecipient accounts. Additionally, the City reserves the right to liquidate funds available under this Agreement to cover costs incurred by the City on behalf of the Subrecipient. The Subrecipient shall submit all documentation related to eligible expenses no later than the fifth (5th) calendar day following the Program Completion Date or the expiration date of this Agreement, whichever occurs first.

- 3.4 Budget: The Subrecipient shall submit a detailed Agreement budget, in a form and with content prescribed by the City, for review and approval by the City. The budget may be revised from time to time upon mutual agreement of the

City and the Subrecipient, provided such revisions are consistent with applicable City policies and procedures.

- 3.5 Federal Funding Accountability and Transparency Act (FFATA): The Subrecipient shall comply with the requirements of 2 CFR Part 25, including maintaining an active registration in the System for Award Management (SAM) and obtaining a Unique Entity Identifier (UEI), in accordance with 2 CFR Part 25, Appendix A. The Subrecipient shall also comply with all applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA), including the requirements relating to executive compensation and subaward reporting as set forth in 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.
- 3.6 Performance Reports: The Subrecipient shall submit regular Performance Reports to the City in the form, content, and frequency as required by the City.

#### **4. Procurement**

- 4.1 Compliance: The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
- 4.2 OMB Standards: Unless otherwise specified in this Agreement, the Subrecipient shall procure all materials, supplies, equipment, and services in accordance with the procurement standards set forth in 2 CFR Part 200. The Subrecipient shall also comply with the CDBG regulations concerning debarred or suspended entities, as outlined in 24 CFR § 570.609. Under no circumstances shall CDBG funds be used to contract with or provide assistance to any party that is debarred, suspended, or otherwise excluded or disqualified from participation in federal assistance programs.
- 4.3 Travel: The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.
- 4.4 Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
- a. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
  - b. Real property under the Subrecipient's control that was acquired or

improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 57.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a timely manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period as the City deems appropriate].

- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income [prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment]. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
- d. The Subrecipient shall clearly label all equipment, furnishings, and other tangible personal property purchased in whole or in part with CDBG funds as property funded by the City of Yuma. The Subrecipient shall maintain an up-to-date inventory record that includes a description of each item, serial or identification numbers (if applicable), purchase date, cost, current location, and condition. The inventory must be updated annually and made available to the City upon request for monitoring, auditing, or other compliance reviews.

- 4.5 Relocation, Real Property Acquisition and Displacement: The Subrecipient agrees to comply with the requirements of 24 CFR § 570.606 regarding the acquisition and disposition of real property acquired with grant funds, and with respect to the displacement of persons, businesses, nonprofit organizations, and farms resulting directly from such acquisition. The Subrecipient further agrees to comply with all applicable City ordinances, resolutions, and policies related to the displacement of individuals from their residences.

**Exhibit C**  
**Certifications and Other Uniform Administrative Requirements**

**1. Uniform Administrative Requirements**

By virtue of signing the Agreement the Subrecipient agrees to comply with all applicable uniform administrative requirements as discussed in this Agreement, CDBG Program Handbooks, and 2 CFR Part 200.

**2. Equal Opportunity**

The Subrecipient agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
- c. Section 109 of the Housing and Community Development Act of 1974.
- d. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), as amended by Executive Orders 11375, 11478, 12107, and 12086.
- f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- g. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101–6107, and the prohibitions against discrimination against persons with disabilities under Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- h. The Americans with Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
- i. The requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151–4157.
- j. The non-discrimination in employment and contracting opportunity laws, regulations, and Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act remain in effect.
- k. The Federal Fair Housing Act of 1988 (Pub. L. 100-430). HUD requires recipients of federal funding to affirmatively further fair housing. If applicable,

the Subrecipient must implement AFHM policies in accordance with the City's Affirmative Fair Housing Marketing Guide.

### **3. Interest of Officials and Conflict of Interest**

The Subrecipient agrees to abide by the provisions of Arizona Revised Statutes § 38-511 et seq., 2 CFR Parts 200.112 and 200.318, and 24 CFR 570.611, which include (but are not limited to) the following:

- a. No member, officer, or employee of the Subrecipient or its designees or agents, and no member of the governing body of the locality in which the program is situated, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
- b. The Subrecipient shall comply with all applicable conflict of interest provisions and incorporate such provisions into all applicable contracts.
- c. The Subrecipient shall establish safeguards to prohibit employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other personal ties.

### **4. Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### **5. Section 3 Clause**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or by HUD-assisted projects covered by Section 3, are directed to low- and very low-income persons residing in the project area, to the greatest extent feasible. The parties to this Agreement agree to comply with the regulations set forth in 24 CFR Part 75, which implement Section 3. By executing this Agreement, the parties certify that they are not under any contractual or other impediment that would prevent compliance with the requirements of 24 CFR Part 75.”

## **6. Conduct**

### **6.1 Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

### **6.2 Subcontracts**

- a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written and signed consent of the City prior to the execution of such agreement.
- b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process: The Subrecipient shall insure that all subcontracts in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

## **7. Labor Standards Provisions**

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a 276a 5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327 333.

## **8. Buy America Preference (BAP)**

The Subrecipient agrees to administer and enforce requirements of the Buy America Preference (BAP) per 2 CFR § 184, unless excepted by a waiver.

## **9. Environmental Requirements**

Notwithstanding any provision of this award, the Parties hereto agree and acknowledge that this award does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58, as applicable. The Parties further agree that the provision of any funds to the program is conditioned upon the City's determination to proceed with, modify, or cancel the program based on the results of the subsequent environmental review.

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR Part 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.

The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).

This Agreement is also subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; P.L. 89 665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93 291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

## **10. Lead-Based Paint**

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants



of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

#### **11. Radon Testing and Mitigation**

This Agreement is subject to the requirements of HUD Notice CPD-2013-07, the U.S. Environmental Protection Agency (EPA) radon guidelines, and 24 CFR § 58.5(i)(2)(i)(C). Radon testing shall be conducted in residential structures assisted with CDBG funds where ground contact is present, and any identified radon hazards must be mitigated. Purchasers and tenants of assisted structures must be provided with HUD- or EPA-approved information on radon risks.

#### **12. Property Disposition**

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property shall be considered Program Income.

#### **13. Lobbying**

The Subrecipient hereby certifies that:

- a.* No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal or amendment of any Federal contract.
- b.* If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative Agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c.* The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all shall certify and disclose accordingly.

Lobbying Certification: “This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

#### **14. Copyright**

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### **15. Religious Activities**

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR § 570.200(j), such as worship, religious instruction, or proselytization.

#### **16. Acquisition and Relocation**

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

#### **17. Recordkeeping Requirements**

Each Subrecipient shall establish and maintain adequate records to allow the City and the U.S. Department of Housing and Urban Development (HUD) to verify that the Subrecipient has complied with the terms and conditions of this Agreement. At a minimum, the following records must be retained for five (5) years following the date of closeout of this Agreement by the City. The City will notify the Subrecipient of the official closeout date in writing.

All files shall be clearly labeled with the following: CDBG Agreement Number, Name of City, and Activity Number, and shall include, but are not limited to, the following documentation:

- a. A copy of the original application and executed Agreement with the City, including any approved amendments.
- b. General correspondence and communications related to the Agreement.
- c. Financial management records, including ledgers, source documentation, and audit reports.
- d. Documentation of compliance with Section 504 of the Rehabilitation Act.
- e. Civil Rights compliance records, including the executed Civil Rights Certification and demographic data on applicants for and recipients of

benefits and/or services, including ethnicity, gender, disability status, and single head-of-household status.

## **Exhibit D**

### **Insurance and Bonding**

#### **1. Insurance**

The Subrecipient shall, at a minimum, comply with the bonding requirements set forth in 24 CFR § 200.325 and the insurance requirements in 24 CFR § 200.310. In accordance with these provisions, the Subrecipient must provide insurance coverage for real property and equipment acquired or improved with Federal funds that is at least equivalent to the coverage provided for property owned by the Subrecipient. Federally owned property is not required to be insured unless specifically mandated by the terms and conditions of the Federal award.

- 1.1 Insurer Qualifications: Without limiting any obligations or liabilities of Subrecipient, Subrecipient shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes (“A.R.S.”) § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.
- 1.2 No Representation of Coverage Adequacy: The City reserves the right to review all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to always maintain the required insurance during the performance of this Agreement.
- 1.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- 1.4 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

- 1.5 Primary Insurance: Subrecipient's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- 1.6 Claims: 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 completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 1.7 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 work or services of Subrecipient. Subrecipient shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- 1.8 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. Subrecipient shall be solely responsible for any such deductible or self-insured retention amount.
- 1.9 Use of Subcontractors: If any work under this Agreement is subcontracted in any manner, the Subrecipient shall execute written agreements with all subcontractors that include the indemnification provisions outlined in this Agreement and the insurance requirements specified herein, ensuring both the City and the Subrecipient are adequately protected. The Subrecipient shall be solely responsible for executing such subcontractor agreements and for obtaining and maintaining certificates of insurance from subcontractors verifying compliance with the required insurance coverage.
- 1.10 Evidence of Insurance: Prior to commencing any work or services under this Agreement, Subrecipient will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Subrecipient's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. 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 in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Subrecipient 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 RFP number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insured as follows:
  - Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - Auto Liability – Under ISO Form CA 20 48 or equivalent
  - Excess Liability – Follow Form to underlying insurance.
- b. Subrecipient’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- c. 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 Subrecipient under this Agreement.
- d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## **2. Insurance Coverage**

- 2.1 Commercial General Liability: Subrecipient shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 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.

- 2.2 Vehicle Liability: Subrecipient shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Subrecipient's owned, hired and non-owned vehicles assigned to or used in the performance of the Subrecipient'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.
- 2.3 Professional Liability: If this Agreement is the subject of any professional services or work, or if the Subrecipient engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Subrecipient shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Subrecipient, or anyone employed by the Subrecipient, or anyone for whose negligent acts, mistakes, errors and omissions the Subrecipient is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- 2.4 Workers' Compensation Insurance: Subrecipient shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Subrecipient's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

2.5 Additional Coverage: To the fullest extent permitted by law, if the Subrecipient maintains higher insurance limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained.

**3. Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

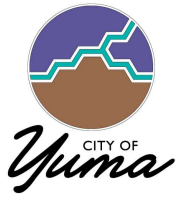
**4. Bonding**

In the event the City provides advance funding, the Subrecipient shall obtain and maintain a blanket fidelity bond covering all the Subrecipient's employees and subcontractors in an amount equal to the total cash advances received from the City.



**Exhibit E**  
**Federal Award Identification Worksheet**  
Regulation: 2 CFR 200.331(a)(1)(i-xiii)

i. Subrecipient: Southwest Fair Housing Council		ii. Unique Entity ID: KXEUCKEV9GB1	
iii. FAIN: B-25-MC-04-0508		iv. Federal Award Date: 7/1/2025	
v. Subaward Period of Performance:		Start Date: 7/1/25	End Date: 6/30/26
vi. Amount of Federal Funds Obligated to the Subrecipient by this action:		\$15,000.00	
vii. Total Amount of Federal Funds Obligated to the Subrecipient:		\$55,000.00	
viii. Total Amount of the Federal Award:		\$70,000.00	
ix. Federal Award Project Description: (required if funded over \$25,000)		N/A	
x. Federal Awarding Agency:		U.S. Department of Housing and Urban Development	
Grantee:		City of Yuma, Arizona	
Awarding Official:		Rebecca Blanco – CPD U.S. Department of Housing and Urban Development One Sansome Street, Suite 1200 San Francisco, CA 94104-4430	
xi. CDFA Number and Name:	14.218 Community Development Block Grant (CDBG) - Entitlement		
xii. Is award for Research and Development?		Yes	No X
xiii. Indirect Cost Rates:	Indirect Costs are not a billable expenses for this project		



# City of Yuma

## City Council Report

File #: MC 2025-098

Agenda Date: 9/3/2025

Agenda #: 15.

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

### TITLE:

**Affordable Housing Plan**

### SUMMARY RECOMMENDATION:

Adopt the City of Yuma Affordable Housing Plan developed by Root Policy Research. (Planning & Neighborhood Services/ Neighborhood Services) (Alyssa Linville)

### STRATEGIC OUTCOME:

Adopting the Affordable Housing Plan supports the City Council's strategic outcome of Safe and Prosperous by addressing the community's critical housing needs and establishing policies and actions that promote housing affordability, stability, and access.

### REPORT:

Staff is requesting City Council's approval of the City of Yuma's Affordable Housing Plan, prepared by Root Policy Research. The plan outlines a comprehensive strategy to address the City's housing challenges, support housing stability, and guide future housing policy and investment.

The development of the attached plan included extensive research and community input. Root Policy Research worked closely with City staff, stakeholders, and residents to assess housing needs, identify barriers to affordability, and propose actionable strategies tailored to Yuma's unique housing market.

Key recommendations in the plan include:

- Increasing the supply of affordable housing units
- Preserving existing affordable housing stock
- Promoting equitable access to housing and fair housing compliance

Public engagement included stakeholder interviews, community surveys, and public meetings. The Plan enables the City to align housing policy decisions with identified community needs and improve competitiveness for future housing-related funding opportunities.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 0.00	N/A	
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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



**Root Policy Research**

789 N Sherman St, Denver, CO 80203

[www.rootpolicy.com](http://www.rootpolicy.com)

970.880.1415

City of Yuma

# Affordable Housing Action Plan

PREPARED FOR:

City of Yuma  
1 City Plaza, Yuma, AZ 85364  
[www.yumaaz.gov](http://www.yumaaz.gov)  
928.373.5000

CREATED

July, 2025

*Developed with funding from the Arizona Department of Housing (ADOH) through the State Housing Trust Fund.*

# Table of Contents

## **I. Introduction**

Current Housing Challenges .....	I-2
Why Work to Address Housing Challenges? .....	I-11

## **II. Affordable Housing Action Plan**

Objective 1. Support the new construction of affordable housing and preserve existing affordable housing .....	II-2
Objective 2. Increase education, communication, and information on housing affordability to increase support for and access to affordable housing .....	II-6
Objective 3. Support financing for new construction, preservation, and expand funding sources for affordable housing .....	II-8

## **Appendix. Community Engagement**

Housing Challenges.....	A-1
Development Barriers.....	A-5
Recommendations .....	A-7
Workshop Results .....	A-9

## SECTION I.

---

### INTRODUCTION

# SECTION I.

## Introduction

The City of Yuma is taking proactive steps to address local housing challenges by developing an Affordable Housing Plan. One major obstacle in meeting the community's housing and non-housing needs is the limited availability of funding. In May 2021, the U.S. Department of Housing and Urban Development (HUD) informed the City of Yuma that an error in the allocation formula for the HOME Investment Partnerships Program (HOME) from 2017 to 2020 resulted in an over-allocation of funds to the Yuma County HOME Consortium (YCHC). HUD corrected this formula starting with the 2021 allocation. In 2022, HUD Headquarters announced that the excess funds distributed during the affected years would be recaptured through reductions in the Consortium's future allocations. Consequently, HOME funding for the YCHC for Program Years 2022 to 2025 has been reduced, limiting the resources available to further affordable housing goals in Yuma County.

This report begins with a summary of the current housing challenges in Yuma, based on the most recent Housing Needs Assessment. It then discusses the importance of addressing housing needs and outlines the benefits of investing in affordable housing, emphasizing that housing not only supports lower-income families and individuals but also contributes to the overall well-being of the entire region.

Section II, building upon the community engagement activities and current housing challenges, presents recommendations. Those recommendations are structured around:

- Support for the new construction of affordable housing and the preservation of existing affordable housing;
- Education, communication, and information; and
- Financing for new construction, preservation, and expanding funding sources

The aim is to address Yuma's most pressing housing challenges by increasing the supply of affordable housing, enhancing public understanding and support for varied housing options, and strengthening the financial tools necessary to make housing projects feasible. These strategies, informed by community feedback, are designed to promote long-term affordability and resilience within the housing system.

Lastly, the Appendix summarizes the findings from community engagement activities for this study, which included interviews with housing service providers, property developers, and city staff, a focus group with the Attainable Housing Committee, and an interactive workshop with key stakeholders.

## Current Housing Challenges

Recent findings from the Housing Needs Assessment emphasize the need for effective housing strategies.

***Rising Housing Costs and Market Mismatches.*** Rental affordability has declined as low-cost units vanish. In Yuma and Yuma County, the median gross rent requires an income of \$39,480 to \$42,920 to avoid cost burden. Over one-third of renters earn less than \$35,000 annually.

The city's rental units are concentrated in the \$875 to \$1,875 range, forcing low income renters to occupy units they cannot afford. These units are also occupied by high income renters because of lack of supply, and who may be more competitive in the very tight rental market, further limiting low income renters' options. Figure I-1 shows the number of appropriately priced units to renters by income range, revealing deficiencies for both low and high income renters.

**Figure I-1.**  
**Mismatch in Rental Market, City of Yuma, 2023**

Renter Income	Maximum Affordable Gross Rent	Rental Demand (Current Renters)		Rental Supply (Current Units)		Gap
		Number	Percent	Number	Percent	
Less than \$15,000	\$375	1,900	14%	507	4%	(1,393)
\$15,000 to \$19,999	\$500	597	5%	495	4%	(102)
\$20,000 to \$24,999	\$625	825	6%	726	5%	(99)
\$25,000 to \$34,999	\$875	1,331	10%	2,520	18%	1,189
\$35,000 to \$49,999	\$1,250	2,540	19%	4,949	35%	2,409
\$50,000 to \$74,999	\$1,875	2,714	21%	3,805	27%	1,091
\$75,000 to \$99,999	\$2,500	1,542	12%	858	6%	(684)
\$100,000 to \$149,999	\$3,750	1,199	9%	142	1%	(1,057)
\$150,000 +	\$3,750+	462	4%	54	0%	(408)
Total/Low Income Gap		13,110	100%	14,056	100%	(1,495)

Note: Low Income Gap refers to the total gap for households with income below \$20,000.

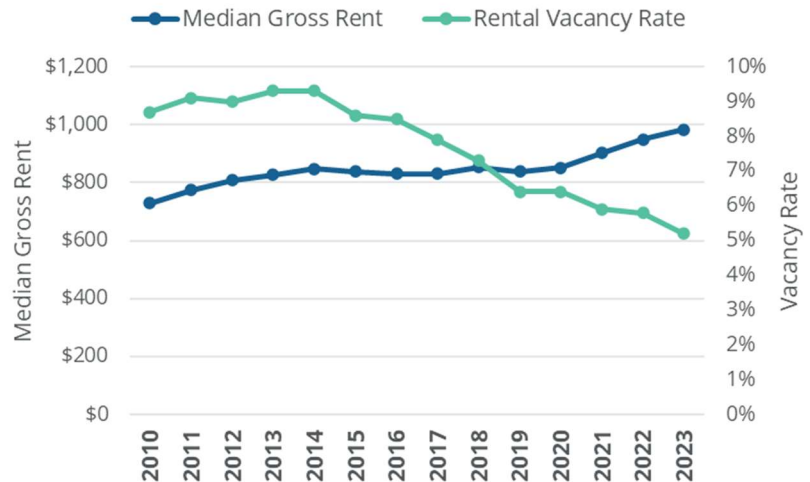
Source: 2023 5-year American Community Survey and Root Policy Research.

The increase in rent over the past years has been matched by a decrease in the rental vacancy rate.



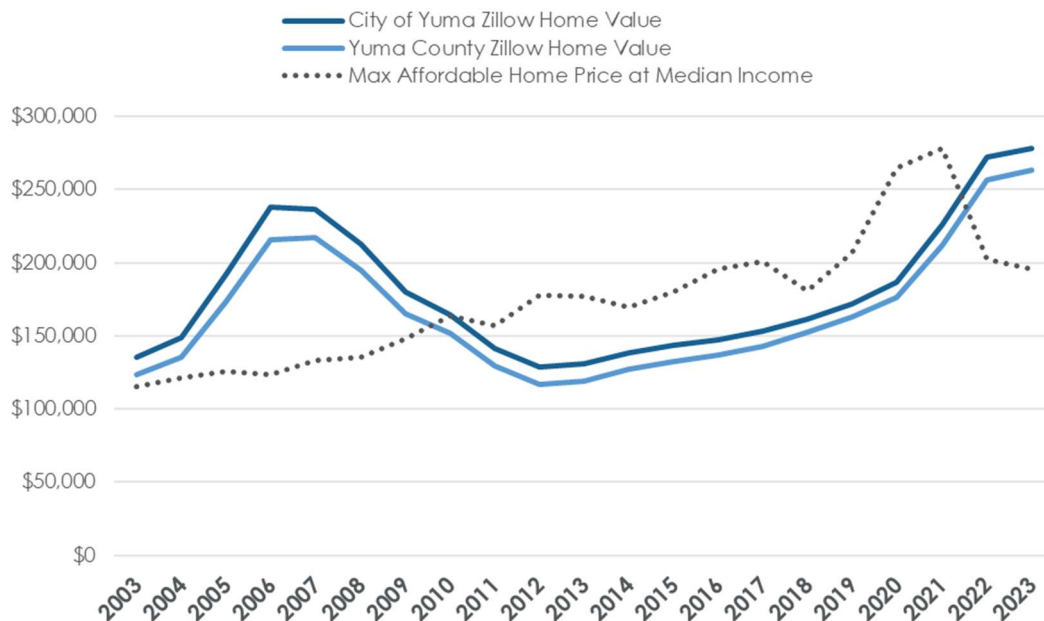
**Figure I-2.**  
**Median Gross Rent**  
**and Vacancy Rate,**  
**Yuma County, 2010-**  
**2023**

Source:  
 5-year American Community Survey  
 estimates and Root Policy Research.



If the rise in home prices and interest rates continues to outpace the rise in incomes, homeownership will become out of reach for an increasing number of households.

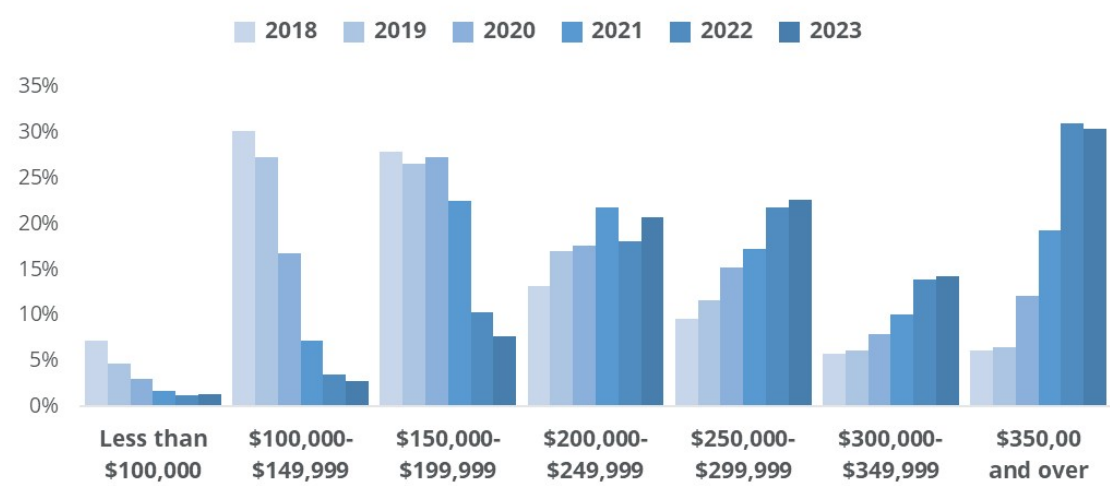
**Figure I-3.**  
**Median Home Value and Maximum Affordable Home Price at Median**  
**Income, City of Yuma and Yuma County, 2003-2023**



Source: Zillow Home Value Index, FRED and Root Policy Research.

Declining availability of affordable homes—In 2018, 65% of homes bought with a mortgage in the city were under \$200,000. By 2023, that number dropped to 12%, while homes priced above \$250,000 rose from 21% to 67%.

**Figure I-4.**  
**Property Value Distribution of Mortgage Loan Originations, City of Yuma, 2018-2023**

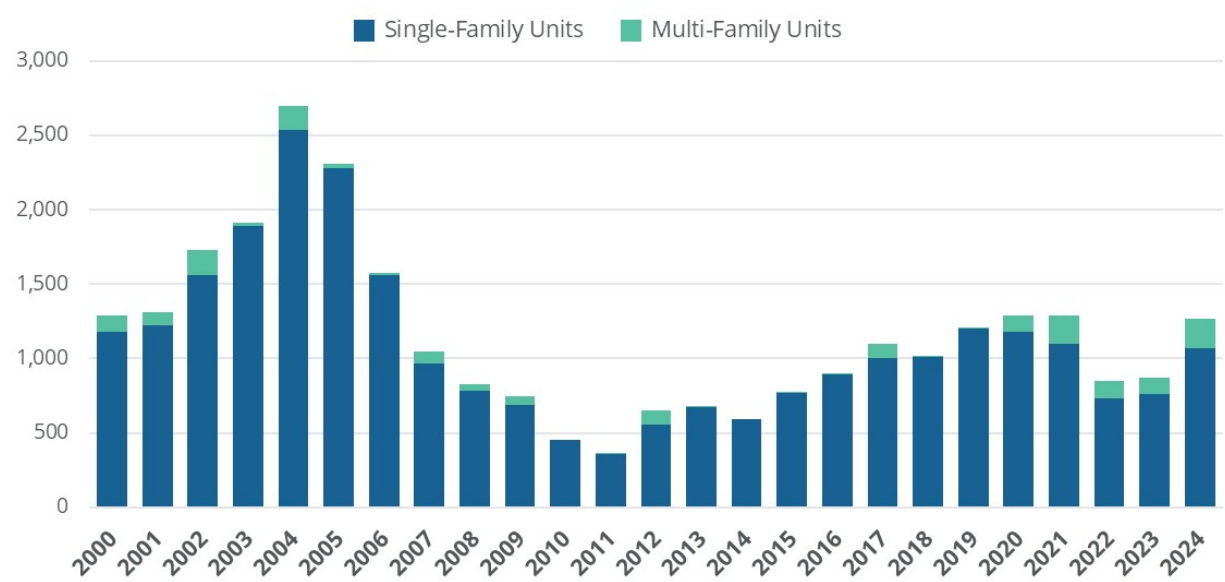


Note: Data restricted to first lien originated loans for home purchase.  
Source: Home Mortgage Disclosure Act (HMDA), and Root Policy Research.

From January 2023 to September 2024, MLS data for Yuma, San Luis, Somerton, and Wellton shows that single-family homes had the highest median price at \$315,000, making up 63% of sales. In contrast, condos/ townhomes averaged \$235,000 and mobile homes \$163,000, accounting for only 8% and 29% of sales, respectively. The shortage of lower-priced homes continues to limit opportunities for homeownership.

**Lack of Housing Variety.** Over the past two decades, single-family units have dominated building permits. Development activity drastically dropped during the financial recession and recently recovered to close to early 2000s levels. Multi-family construction has remained a smaller portion of total permits.

**Figure I-5.**  
**Residential Building Permits, Yuma County, 2000-2024**



Source: Census Building Permits Survey and Root Policy Research.

**Worker Wages Do Not Align with Housing Costs.** Figure I-6 illustrates affordable rental and homeownership options for workers earning the average wage by industry in Yuma County in 2023. The average annual wage across all industries was \$51,884, which allows for a maximum affordable rent of \$1,297 and a maximum affordable home price of \$163,977. However, according to Zillow data—which are more comprehensive and have greater geographical granularity than BLS data<sup>1</sup>—the typical market rent was \$1,425, and the average home value was \$263,280, making housing unaffordable for workers in most industries.

<sup>1</sup> <https://www.kansascityfed.org/research/economic-bulletin/comparing-measures-of-rental-prices-can-inform-monetary-policy/>

**Figure I-6.**  
**Worker Affordability, Yuma County, 2023**

Industry	Average Annual Wage	Max Affordable Rent	Can Afford Typical Market Rent?	Max Affordable Home Price	Can Afford Typical Home Value?	Can Afford Typical Home Value with 1.5 Earners per Household?
<b>Goods Producing</b>	<b>\$47,602</b>	<b>\$1,190</b>	<b>no</b>	<b>\$150,445</b>	<b>no</b>	<b>no</b>
Natural Resources and Mining	\$43,469	\$1,087	no	\$137,383	no	no
Construction	\$50,244	\$1,256	no	\$158,795	no	no
Manufacturing	\$58,024	\$1,451	yes	\$183,383	no	yes
<b>Service Providing</b>	<b>\$46,444</b>	<b>\$1,161</b>	<b>no</b>	<b>\$146,787</b>	<b>no</b>	<b>no</b>
Trade, Transportation and Utilities	\$47,104	\$1,178	no	\$148,870	no	no
Information	\$47,269	\$1,182	no	\$149,393	no	no
Financial Activities	\$65,989	\$1,650	yes	\$208,557	no	yes
Professional and Business Services	\$54,982	\$1,375	no	\$173,770	no	no
Education and Health Services	\$58,076	\$1,452	yes	\$183,547	no	yes
Leisure and Hospitality	\$27,331	\$683	no	\$86,380	no	no
Public Administration	\$82,291	\$2,057	yes	\$260,078	no	yes
Other Services	\$48,282	\$1,207	no	\$152,595	no	no
<b>Total Employment</b>	<b>\$51,884</b>	<b>\$1,297</b>	<b>no</b>	<b>\$163,977</b>	<b>no</b>	<b>no</b>

Note: The maximum affordable home price is calculated based on a 30-year mortgage with a 10 percent down payment and an interest rate of 6.81%. It is assumed that property taxes, insurance, homeowners association (HOA) fees, and utilities collectively account for 25% of the monthly payment. For 2023, the typical home value estimate from Zillow was \$263,280, while the typical market rent, also from Zillow, was \$1,425. The last column assumes 1.5 earners in the same industry.

Source: Bureau of Labor Statistics QCEW, Zillow, and Root Policy Research.

In the goods-producing sector, manufacturing workers, who earn an average of \$58,024 annually, can afford the typical market rent. In contrast, workers in natural resources and mining (\$43,469) and construction (\$50,244) do not meet the affordability threshold. In the service-providing sector, only workers in financial activities (\$65,989), education and health services (\$58,076), and public administration (\$82,291) can afford the market rent. Other service sectors, including trade, transportation, utilities, and leisure and hospitality, fall below the affordability thresholds for rentals.

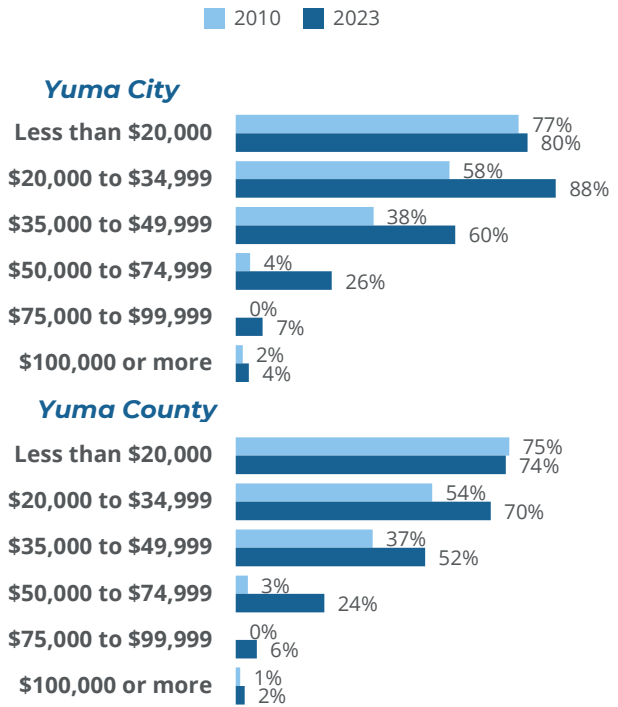
None of the industries allow workers to afford the typical home value at the average annual wage. When considering 1.5 earners per household, workers in manufacturing, financial activities, educational and health services, and public administration are the only sectors where the typical home value is affordable.

Overall, the data underscore a significant affordability gap, showing that most occupations cannot afford both market rent and home prices. This highlights the ongoing housing affordability challenges in Yuma County.

**Rising Cost Burdens.** In Yuma, renters earning less than \$20,000 faced high cost burdens, with 77% paying over 30% of their income in rent in 2010 and 80% in 2023. The \$20,000 to \$34,999 group saw a significant rise in cost burden from 58% to 88%. The burden for the \$35,000 to \$49,999 group increased from 38% to 60%. Similar trends were observed countywide.

**Figure I-7.**  
**Renter Cost Burden, City of Yuma and Yuma County, 2010 and 2023**

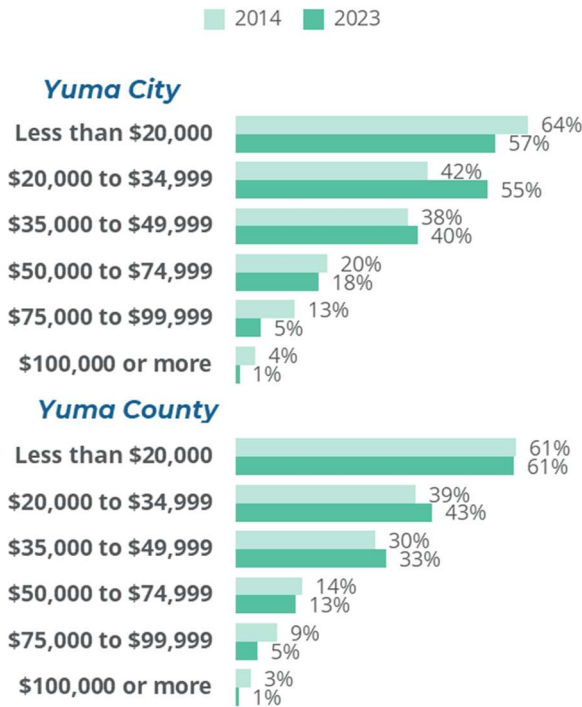
Source:  
2010 and 2023 5-year American Community Survey and Root Policy Research.



Lower-income homeowners (earning less than \$35,000) experience a significant and often increasing cost burden in both the City of Yuma and Yuma County. Middle-income households (earning between \$35,000 and \$49,999) have seen slight increases in their cost burden over time.

**Figure I-8.**  
**Owner Cost Burden, City of**  
**Yuma and Yuma County, 2014**  
**and 2023**

Source:  
2014 and 2023 5-year American Community Survey and  
Root Policy Research.



**Overcrowding in Yuma.** Lack of affordable housing options leads to high rates of overcrowding. Households are classified as moderately overcrowded if they have between 1 and 1.5 occupants per room<sup>2</sup>, while those with more than 1.5 occupants per room are identified as severely overcrowded.<sup>3</sup>

Yuma County's overcrowding rates are dramatically higher than the Arizona average—about 3 times higher for owner-occupied and over 4 times higher for renter-occupied homes. Among renters, more than 15% live in overcrowded conditions, with severe overcrowding (1.51+ persons per room) especially concentrated in places like San Luis, Somerton, and Wellton, far surpassing statewide levels.

Places with larger shares of Hispanic residents tend to have higher levels of overcrowding due to a combination of cultural norms and economic need. Hispanic households tend to

<sup>2</sup> HUD's definition of "room" excludes bathrooms, porches, balconies, foyers, halls, or half-rooms.

<sup>3</sup>

[https://www.huduser.gov/portal/datasets/cp/CHAS/bg\\_chas.html#:~:text=The%20Census%20Bureau%20also%20tracks,limitation%2C%20and%20independent%20living%20limitation.](https://www.huduser.gov/portal/datasets/cp/CHAS/bg_chas.html#:~:text=The%20Census%20Bureau%20also%20tracks,limitation%2C%20and%20independent%20living%20limitation.)

have on average lower income, larger households, and are more likely to live in multigenerational households.

**Figure I-9.**  
**Overcrowding, by Jurisdiction and Tenure, 2010 and 2023**

	Owners			Renters		
	Moderate	Severe	Total	Moderate	Severe	Total
<b>2023</b>						
<b>City of Yuma</b>	3%	2%	5%	5%	10%	15%
<b>San Luis</b>	15%	3%	17%	11%	28%	39%
<b>Somerton</b>	3%	1%	4%	12%	25%	37%
<b>Wellton</b>	1%	2%	3%	0%	32%	32%
<b>Yuma County</b>	4%	2%	6%	6%	14%	20%
<b>2010</b>						
<b>City of Yuma</b>	3%	1%	4%	6%	3%	9%
<b>San Luis</b>	10%	7%	17%	16%	8%	24%
<b>Somerton</b>	8%	2%	9%	8%	8%	16%
<b>Wellton</b>	5%	2%	6%	12%	3%	14%
<b>Yuma County</b>	4%	2%	6%	8%	4%	11%

Source: 2010 and 2023 5-year American Community Survey and Root Policy Research.

**Homelessness.** The 2024 Point in Time (PIT) Count for Yuma County, conducted as part of Arizona's Balance of State Continuum of Care, provides a snapshot of homelessness in the region.

In 2024, a total of 77 households were recorded as homeless during the PIT count in Yuma County. Of those, the majority, 63, were counted in the city of Yuma, 12 in San Luis, and 2 in Somerton.

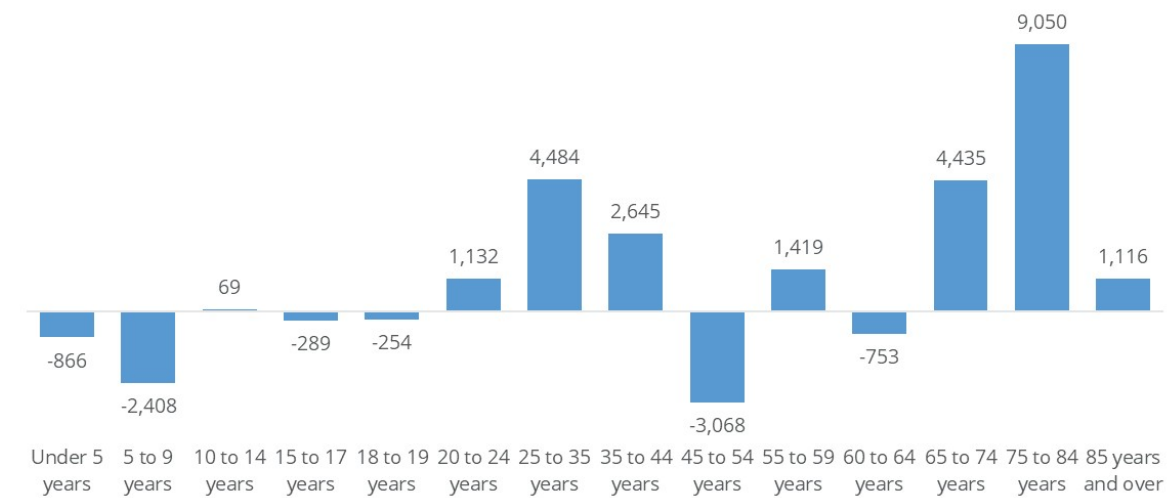
The Arizona Department of Education reported a count of 379 homeless students in the county enrolled in Arizona Public Schools on October 1, 2024.

**What is Ahead?** From 2024 to 2029, the city is expected to gain around 8,300 residents, marking an 8% increase. Employment in the city of Yuma is expected to increase by 9.6%, which equates to approximately 4,869 jobs, between 2024 and 2029. This growth represents an annualized percentage change of 1.8%, or about 974 jobs added each year.

The fastest-growing age group in the county is residents aged 65 and older, whose share rose from 16% in 2010 to 21% in 2023. Within that age group, the largest increase was in

the 75 to 84 years age category, whose share increased from 5% to 9% of total population. The percentage of households with children has declined, while single-person households aged 65 and older have increased. Average household sizes have decreased across all jurisdictions in the county.

**Figure I-10.**  
**Change in Population by Age, Yuma County, 2010 to 2023**



Source: 2010 and 2023 1-year American Community Survey estimates, Root Policy Research.



## Why Work to Address Housing Challenges?

Despite the numerous benefits associated with an adequate housing supply and stable housing conditions, efforts to expand housing often encounter resistance from current residents, particularly homeowners. This opposition is especially pronounced when it comes to affordable housing and higher-density developments. Homeowners frequently express concerns that such projects may lead to a decline in property values. Their worries typically encompass increased traffic, on-street parking issues, neighborhood crime, and the overall impact on property values.

While these concerns about potential negative effects of higher-density and multifamily housing are understandable, research generally shows that affordable housing does not harm the property values of neighboring homes.

A balanced housing stock fosters a complete “life cycle community,” providing affordable housing options for residents at all stages of life—from career starters to seniors. This supports the local economy and enriches the community's culture. Furthermore, studies indicate that a constrained housing market can hinder economic growth, while stable and affordable housing is fundamental to the health of individuals, families, and communities.

**Housing is a key part of a community's infrastructure. Housing stability improves child development, leads to better health conditions and outcomes, contributes to economic growth and public sector cost savings, and reduces poverty and increases economic mobility.**

**Child Development.** Housing instability is both a consequence and a cause of poverty. Households without affordable housing often move frequently, leading to lower educational outcomes, job stability, and health for children. Studies show that stable housing improves children's educational and labor market prospects, while frequent movers face increased behavioral issues and lower academic achievement. High mobility rates can negatively impact nonmobile students in the same schools.

Families with children experience high housing discrimination, making them more susceptible to eviction. At its worst, housing instability results in homelessness, which has lasting negative effects on children's well-being, including increased illness and behavioral problems. Research indicates that homeless children are more likely to be in poor health and at risk for developmental delays, compared to their stably housed peers.

**Health Outcomes.** Studies have shown that individuals who experience eviction often face increased material hardship, higher levels of depression, and greater stress, particularly among vulnerable populations. These adverse effects can persist for years after the eviction, impacting overall well-being and family dynamics.

Living environments significantly impact health. Research indicates that housing is a crucial social determinant of health. For example, children are especially vulnerable to lead

exposure, which can cause severe developmental issues. Homes built before 1978 are more likely to have lead-based paint and plumbing.

Indoor allergens and damp conditions—such as water leaks and pest infestations—can worsen respiratory issues like asthma. The role of housing in public health garnered attention during the COVID-19 pandemic. Public health measures, such as social distancing, require safe housing.

***Economic Growth and Public Sector Costs.*** Housing affordability continues to decline as prices and rents increase faster than incomes, leading to significant impacts on low-income households. These cost-burdened households typically spend much less on essentials like food, healthcare, and transportation compared to those with affordable housing. During economic downturns, those spending over 50% of their income on housing face higher risks of material hardship, including food insecurity and inadequate medical care.

High housing costs not only stress individual households but also negatively affect the overall economy. Studies suggest that elevated housing prices can lead to labor misallocations, reducing national economic growth and hindering local employment growth. In fact, increasing housing affordability can attract both workers and businesses, fostering job creation.

Furthermore, housing instability is a major factor contributing to homelessness, impacting health outcomes and increasing healthcare costs. Initiatives like the Housing First model, which provide supportive housing for the chronically homeless, demonstrate significant cost savings and reductions in related social issues, such as police interactions and hospital stays. Overall, investing in affordable housing and supportive services proves to be a fiscally sound approach that benefits both individuals and society.

***Poverty, Economic Mobility, and Stability.*** Employment stability is closely linked to housing stability. For low-income workers, forced moves often lead to job loss, with studies showing that those who experience such moves are significantly more likely to be laid off. This is alarming since prolonged unemployment decreases the chances of finding new work and often correlates with higher crime rates in communities.

Stable housing in better neighborhoods is crucial for economic mobility. Research indicates that children from low-income families who live in less impoverished areas tend to have better outcomes, including higher earnings and college attendance rates. A balanced housing market can reduce poverty concentrations, leading to improved community well-being and lower negative outcomes like crime and school dropouts.

Homeownership is a key factor in wealth-building and economic stability. It provides financial security, particularly for low- and moderate-income households, acting as a shield against inflation and economic shocks. Home equity is an essential source of savings,

contributing significantly to retirement security. Studies show that homeowners tend to accumulate wealth more rapidly than renters, and children of homeowners are more likely to achieve homeownership and higher education levels themselves. Overall, homeownership is linked to lower material hardships and greater financial resilience, particularly during economic downturns.

## SECTION II.

---

### AFFORDABLE HOUSING ACTION PLAN

## SECTION II.

# Affordable Housing Action Plan

This section builds upon the community engagement activities and current housing challenges to present recommendations. Recommendations are structured around three objectives:

- **Objective 1. Support for the new construction of affordable housing and the preservation of existing affordable housing.**
- **Objective 2. Increase education, communication, and information on housing affordability to increase support for and access to affordable housing.**
- **Objective 3. Support financing for new construction, preservation, and expand funding sources for affordable housing.**

These objectives aim to help address Yuma's most pressing housing challenges by increasing the supply of affordable housing, enhancing public understanding and support for varied housing options, and strengthening the financial tools necessary to make housing projects feasible. These strategies, informed by community feedback, are designed to promote long-term affordability and resilience within the housing system.

Each objective is accompanied by specific action items tailored to support the overarching goals, categorized by realistic timelines for implementation. These are divided into three phases: short-run actions, achievable within 1 to 2 years; medium-run actions, expected to be completed within 2 to 4 years; and long-run actions, targeting a 4 to 6-year timeline. This structured approach ensures that progress can be made in a timely manner while allowing for ongoing assessment and adaptation to changing community needs.

## **Objective 1. Support the new construction of affordable housing and preserve existing affordable housing**

The goals under this objective are centered on strengthening Yuma’s affordable housing landscape through a combination of infrastructure upgrades, preservation efforts, innovation, and regulatory reform. This can include upgrading infrastructure such as roads, sidewalks, water, sewer systems, and lighting in older neighborhoods, while preserving and improving existing housing stock and promoting new affordable infill development.

To ensure long-term affordability and housing stability, this objective seeks to prevent the loss of affordable housing through the strategic acquisition and rehabilitation of naturally occurring affordable housing, including mobile home communities. These efforts aim to improve the safety, quality, and livability of aging housing, while promoting community ownership models to minimize resident displacement.

Additionally, the goals include reducing construction costs and timelines to make affordable housing development more scalable and feasible, diversifying housing types to meet the needs of different populations, and positioning Yuma as a leader in innovative housing solutions. This includes creating targeted opportunities for affordable housing development in high-potential areas and lowering regulatory barriers through tools like zoning overlays to align land use policy with housing affordability goals.

Simplifying and streamlining the development process for Accessory Dwelling Units (ADUs) is also a priority, along with reducing financial and regulatory burdens on homeowners. Promoting ADUs as a flexible housing option supports affordability, aging in place, and multigenerational living.

Finally, reviewing development fee structures to reflect the true infrastructure impact of smaller housing types will reduce financial barriers, promote a more diverse housing stock—such as cottages, townhomes, and ADUs—and support a more equitable and transparent system for encouraging affordable housing.

**Action 1.1. Continue investing in redevelopment, revitalization, and infill of older neighborhoods**—Direct resources to upgrade infrastructure, housing, and amenities in aging areas to enhance livability and create new affordable housing opportunities.

- Short-run 1-2 years—Identify high-priority neighborhoods based on need, vacancy rates, infrastructure age, and development potential.
- Short-run 1-2 years—Create detailed redevelopment maps to guide public and private investment.
- Medium-run 2-4 years—Continue support for home repair grant/loan programs for low-income homeowners to maintain and modernize aging homes.

- Long-run 4-6 years—Partner with nonprofits and affordable housing developers to build mixed-income or affordable projects within these areas.

**Action 1.2. Support the acquisition and/or rehabilitation of naturally occurring affordable housing by nonprofits or mission-driven developers—**

Support nonprofits or mission-driven developers in purchasing and renovating existing low-cost housing to preserve affordability and prevent displacement.

- Short-run 1-2 years—Monitor aging, unsubsidized rental properties vulnerable to speculative investment or disrepair.
- Short-run 1-2 years—Prioritize properties in areas near jobs, schools, and transit.
- Medium-run 2-4 years—Provide low-cost rehab financing and continue providing grants to upgrade housing conditions (plumbing, HVAC, roofing, ADA compliance).
- Long-run 4-6 years—Collaborate with nonprofits and Community Development Corporations (CDCs) to expand funds that can provide gap financing, low-interest loans, or grants for their acquisition efforts of at-risk properties.

**Action 1.3. Explore innovative construction methods, such as modular homes, and tiny homes—**

Promote and support cost-effective building technologies that can reduce construction time and expenses, making affordable housing development more efficient and scalable.

- Short-run 1-2 years—Explore and research non-traditional building methods such as modular homes and tiny homes. Assess community preferences, infrastructure compatibility, and local zoning constraints.
- Short-run 1-2 years—Research market and regulatory feasibility to identify where modular or tiny homes could be deployed effectively.
- Medium-run 2-4 years—Continue improvement of zoning and building codes to accommodate tiny homes, modular units, and nontraditional building methods. Work with fire, building, and safety officials to create clear permitting pathways.
- Medium-run 2-4 years—Continue working to allow for cluster developments, reduced minimum lot sizes, or flexible setbacks for innovative housing types where feasible.
- Long-run 4-6 years—Host education sessions for residents, elected officials, and builders to increase familiarity and comfort with nontraditional housing.

**Action 1.4. Affordable housing zoning overlay—**A special zoning district applied over existing zones that offers incentives or relaxed regulations to specific projects on a voluntary basis to encourage the development of affordable housing in targeted areas.

- Short-run 1-2 years—Use data (e.g., access to jobs, transit, schools, vacant parcels, housing need) to identify priority zones for affordable housing overlays. Include both underutilized areas and opportunity zones where affordable housing is lacking.
- Short-run 1-2 years—Host public meetings and stakeholder focus groups to explain the overlay’s purpose and gather input.
- Medium-run 2-4 years—Establish a menu of regulatory incentives, such as increased allowable density, height bonuses, reduced parking requirements, etc. Define voluntary eligibility criteria for developments, such as minimum percentage of affordable units.
- Long-run 4-6 years—Draft and adopt overlay zoning regulations through the City’s zoning ordinance process.

**Action 1.5. Continue removing barriers to the development of Accessory Dwelling Units**—Simplify regulations, reduce fees, and ease zoning restrictions to make it easier for homeowners to build ADUs and increase affordable housing options.

- Short-run 1-2 years—Offer marketing, educational resources, and technical support to homeowners regarding the development and new regulations for ADUs to streamline the construction process.
- Long-run 4-6 years—Coordinate with CDFIs to offer low-interest loans or grants for ADU construction, especially for low- and moderate-income homeowners.

**Action 1.6. Review tap fees and other development fees to encourage different housing types and the production of smaller footprint homes**—Review fees to make smaller, more affordable homes financially feasible and encourage different types of housing options.

- Short-run 1-2 years—Review current water/sewer tap fees, impact fees, and permitting fees to determine how they are applied across different housing types. Identify where fees may disproportionately burden small units compared to their infrastructure demands.
- Long-run 4-6 years—Stay competitive in the market for development by having reasonable tap and utility fees compared to other jurisdictions.



## **Objective 2. Increase education, communication, and information on housing affordability to increase support for and access to affordable housing**

The goals for this objective focus on strengthening public understanding, access, and support around affordable housing in Yuma. A key aim is to foster community-wide recognition of housing affordability as fundamental to economic vitality and quality of life. This includes countering myths and misinformation about affordable housing, density, and the populations who benefit from it, while increasing public support for housing initiatives and policy reforms. Normalizing a broad range of housing types—such as accessory dwelling units (ADUs), duplexes, small multifamily buildings, and modular homes—is also essential to building different housing types to accommodate the household needs.

Another core goal is to centralize and simplify access to housing-related information, ensuring that all residents—renters, homeowners, and those seeking assistance—can easily find and understand the resources available to them. This involves disseminating knowledge of people’s rights and responsibilities, promoting awareness of available housing programs.

The plan aims to increase awareness of tenant rights within these communities and prevent displacement by promoting long-term affordability and community stability.

**Action 2.1. Promote and build support for affordable housing**—through a public relations campaign and/or communications related to density, the need for affordable housing, and myths about affordable housing.

- Short-run 1-2 years—Develop a branded campaign to support affordable housing.
- Short-run 1-2 years—Launch the public relations campaign using social media, local radio, newspapers, and digital ads, posters and signage at public buildings, libraries, transit stops.
- Medium-run 2-4 years—Organize community outreach through conference sessions, panels, or webinars to educate the public about the need for affordable housing in Yuma, what different housing types look like and who lives in them. Invite speakers with lived experience (e.g., teachers, seniors, healthcare workers) who benefit from affordable housing.

**Action 2.2. Improve resident access to housing information and resources**—for example, tenant rights/responsibilities, resource/program information, affordable housing database, and/or search engine.

- Short-run 1-2 years—Create a comprehensive inventory of regional housing resources.

- Medium-run 2-4 years—Create a dedicated housing website or portal that includes tenant and landlord rights/responsibilities, application guides for housing assistance programs, listings of affordable housing units (searchable by location, eligibility, availability), eviction prevention and emergency housing resources.
- Long-run 4-6 years—Market website and promote resources through libraries, community centers, schools, and churches, nonprofits, health clinics, and legal aid offices as well as local employers and service providers (e.g., utilities, public transit).

### **Objective 3. Support financing for new construction, preservation, and expand funding sources for affordable housing**

The goals for this objective focus on expanding and strengthening the financial foundation needed to support affordable housing development in Yuma. A key priority is to understand the specific financial obstacles that hinder small- to mid-scale or “missing middle” housing projects and to develop new or adapted financing tools tailored to these needs. By doing so, the City can encourage the production of different housing types.

**Action 3.1. Work with developers to better understand the financing barriers to missing middle projects and consider partnerships with financial institutions to address such barriers**—Collaborate with developers and financial institutions to identify challenges and create tailored financing solutions that support the development of smaller-scale, moderately priced housing types.

- Short-run 1-2 years—Organize meetings with small and mid-sized housing developers, CDFIs, and City staff to discuss challenges such as difficulty accessing capital for small-scale projects, appraisal gaps for non-traditional housing types, underwriting barriers for mixed-income or innovative models, lending practices that inhibit smaller developments, successful tools from other jurisdictions (e.g., predevelopment grants, revolving loan funds, guarantees).
- Medium-run 2-4 years—Collaborate with local CDFIs to pilot flexible loan products tailored to small-scale infill or mixed-type developments, predevelopment financing pools for feasibility studies, site prep, or permitting, and loan guarantees or credit enhancements for high-potential projects in underserved areas.

The housing action plan should be regarded as a living document that is continually influenced by evolving economic conditions, population dynamics, and shifting community requirements. This will ensure the plan remains relevant and responsive to changes.

The plan should receive regular updates and revisions informed by feedback from community stakeholders, including residents, businesses, and government entities. Such collaboration fosters a sense of community ownership and enhances participation in the planning process, increasing stakeholder support for the proposed initiatives.

Periodic evaluation and revision of the plan will facilitate the assessment of ongoing initiatives and their impacts. By documenting successes and challenges, the community can refine strategies to better address housing needs.

To summarize, Figure III-1 presents a table listing all the proposed actions.

**Figure II-1.**  
**City of Yuma Affordable Housing Action Plan Summary**

<b>Objective 1. Support the new construction of affordable housing and preserve existing affordable housing</b>	
<b>Action 1.1. Continue investing in redevelopment, revitalization, and infill of older neighborhoods</b>	
<b>Timeline</b>	<b>Action Description</b>
Short-run (1–2 years)	Identify high-priority neighborhoods based on need, vacancy rates, infrastructure age, and development potential.
	Create detailed redevelopment maps to guide public and private investment.
Medium-run (2–4 years)	Continue support for home repair grant/loan programs for low-income homeowners to maintain and modernize aging homes.
Long-run (4–6 years)	Partner with nonprofits and affordable housing developers to build mixed-income or affordable projects within these areas.
<b>Action 1.2. Support the acquisition and/or rehabilitation of naturally occurring affordable housing by nonprofit or mission-driven developers</b>	
<b>Timeline</b>	<b>Action Description</b>
Short-run (1–2 years)	Monitor aging, unsubsidized rental properties vulnerable to speculative investment or disrepair.
	Prioritize properties in areas near jobs, schools, and transit.
Medium-run (2–4 years)	Provide low-cost rehab financing and continue providing grants to upgrade housing conditions (plumbing, HVAC, roofing, ADA compliance).
Long-run (4–6 years)	Collaborate with nonprofits and Community Development Corporations (CDCs) to expand funds that can provide gap financing, low-interest loans, or grants for their acquisition efforts of at-risk properties.

Action 1.3. Explore innovative construction methods, such as modular homes, and tiny homes	
Timeline	Action Description
Short-run (1–2 years)	Explore and research non-traditional building methods such as modular homes and tiny homes. Assess community preferences, infrastructure compatibility, and local zoning constraints.
	Research market and regulatory feasibility to identify where modular or tiny homes could be deployed effectively.
Medium-run (2–4 years)	Continue improvement of zoning and building codes to accommodate tiny homes, modular units, and nontraditional building methods. Work with fire, building, and safety officials to create clear permitting pathways.
	Continue working to allow for cluster developments, reduced minimum lot sizes, or flexible setbacks for innovative housing types where feasible.
Long-run (4–6 years)	Host education sessions for residents, elected officials, and builders to increase familiarity and comfort with nontraditional housing.
Action 1.4. Affordable housing zoning overlay	
Timeline	Action Description
Short-run (1–2 years)	Use data (e.g., access to jobs, transit, schools, vacant parcels, housing need) to identify priority zones for affordable housing overlays. Include both underutilized areas and opportunity zones where affordable housing is lacking.
	Host public meetings and stakeholder focus groups to explain the overlay's purpose and gather input.
Medium-run (2–4 years)	Establish a menu of regulatory incentives, such as increased allowable density, height bonuses, reduced parking requirements, etc. Define voluntary eligibility criteria for developments, such as minimum percentage of affordable units.
Long-run (4–6 years)	Draft and adopt overlay zoning regulations through the City's zoning ordinance process.
Action 1.5. Continue removing barriers to the development of Accessory Dwelling Units	
Timeline	Action Description
Medium-run (2–4 years)	Offer marketing, educational resources, and technical support to homeowners regarding the development and new regulations for ADUs to streamline the construction process.
Long-run (4–6 years)	Coordinate with CDFIs to offer low-interest loans or grants for ADU construction, especially for low- and moderate-income homeowners.

<b>Action 1.6. Review tap fees and other development fees to encourage different housing types and the production of smaller footprint homes</b>	
<b>Timeline</b>	<b>Action Description</b>
Short-run (1–2 years)	Review current water/sewer tap fees, impact fees, and permitting fees to determine how they are applied across different housing types. Identify where fees may disproportionately burden small units compared to their infrastructure demands.
Long-run (4–6 years)	Stay competitive in the market for development by having reasonable tap and utility fees compared to other jurisdictions.
<b>Objective 2. Increase education, communication, and information on housing affordability to increase support for and access to affordable housing</b>	
<b>Action 2.1. Promote and build support for affordable housing</b>	
<b>Timeline</b>	<b>Action Description</b>
Short-run (1–2 years)	Develop a branded campaign to support affordable housing.
	Launch the public relations campaign using social media, local radio, newspapers, and digital ads, posters and signage at public buildings, libraries, transit stops.
Medium-run (2–4 years)	Organize community outreach through conference sessions, panels, or webinars to educate the public about the need for affordable housing in Yuma, what different housing types look like and who lives in them. Invite speakers with lived experience (e.g., teachers, seniors, healthcare workers) who benefit from affordable housing.
<b>Action 2.2. Improve resident access to housing information and resources</b>	
<b>Timeline</b>	<b>Action Description</b>
Short-run (1–2 years)	Create a comprehensive inventory of regional housing resources.
Medium-run (2–4 years)	Create a dedicated housing website or portal that includes tenant and landlord rights/responsibilities, application guides for housing assistance programs, listings of affordable housing units (searchable by location, eligibility, availability), eviction prevention and emergency housing resources.
Long-run (4–6 years)	Market website and promote resources through libraries, community centers, schools, and churches, nonprofits, health clinics, and legal aid offices as well as local employers and service providers (e.g., utilities, public transit).

**Objective 3. Support financing for new construction, preservation, and expand funding sources for affordable housing**

**Action 3.1. Work with developers to better understand the financing barriers to missing middle projects and consider partnerships with financial institutions to address such barriers**

Timeline	Action Description
Short-run (1–2 years)	Organize meetings with small and mid-sized housing developers, CDFIs, and City staff to discuss challenges such as difficulty accessing capital for small-scale projects, appraisal gaps for non-traditional housing types, underwriting barriers for mixed-income or innovative models, lending practices that inhibit smaller developments, successful tools from other jurisdictions (e.g., predevelopment grants, revolving loan funds, guarantees).
Medium-run (2–4 years)	Collaborate with local CDFIs to pilot flexible loan products tailored to small-scale infill or mixed-type developments, predevelopment financing pools for feasibility studies, site prep, or permitting, and loan guarantees or credit enhancements for high-potential projects in underserved areas.

APPENDIX.

---

COMMUNITY ENGAGEMENT



# Appendix.

## Community Engagement

This section presents the findings from the community engagement activities conducted to inform this study. These activities included comprehensive interviews with housing service providers, property developers, and city staff, alongside a focus group discussion with members of the Attainable Housing Committee. Additionally, an interactive workshop was held, bringing together key stakeholders such as housing service providers, developers, and city officials.<sup>1</sup>

The City of Yuma Office of Neighborhood Services and Root Policy Research are grateful to all the stakeholders who shared their perspectives.

### Housing Challenges

Stakeholders shared their insights on the housing challenges facing the community. They highlighted significant changes in the housing market, noting that factors such as rising demand, increasing prices, and a shortage of affordable options have exacerbated housing needs. Many participants expressed concern about the impact of these changes on residents, particularly those who are struggling to secure stable and affordable housing. The discussions highlighted the need for collaborative solutions to address these challenges and to support the well-being of all community members.

**Voucher holders.** Among voucher administrators, rising market rents have surged to levels that exceed Section 8 voucher limits, discouraging landlords from participating in these essential programs. As a result, many low-income families are left without viable housing options.

For voucher users, the number of landlords accepting vouchers has decreased from around 400 before the pandemic to approximately 290. Landlords are now more inclined to take advantage of higher market rents. Previously, it was beneficial for landlords to accept vouchers, but following the pandemic, many have chosen to opt out.

Overall, waitlists for housing assistance have exceeded 4,000 applications, highlighting a significant mismatch between demand and available resources. Overcrowding and cost

---

<sup>1</sup> Stakeholders represented a range of organizations, including: Attainable Housing Committee, Banner University Health Plans, Bethel Development, Campesinos sin Frontera, Catholic Community Services, City of Yuma Fire Department, City of Yuma Planning & Neighborhood Services, City of Yuma Public Affairs, Gorman & Company, Housing America Corporation, Housing Authority of the City of Yuma, Salvation Army Yuma, Utilities Division, Yuma County Juvenile Justice Center.

burdens among low and middle-income families are becoming increasingly common as they navigate an unaffordable rental market.

During the COVID-19 pandemic, the city received substantial assistance, leading to higher occupancy rates and more funding for homelessness and eviction prevention programs. At that time, it seemed like there was an abundance of vouchers available. However, as this support has diminished, vacancies are on the rise. For two years, individuals facing eviction could go to court, and approximately 75% of them were able to secure funding to avoid eviction. Now, that support has nearly disappeared, with only 1 in 10 receiving help.

The Housing Authority is collaborating with Arizona to establish an affordable housing fund, with plans in place as the fiscal year begins on April 1. Currently, it is extremely challenging to assist individuals in need. Programs like Tenant-Based Rental Assistance (TBRA) have been exhausted, and emergency vouchers that were available during the pandemic are no longer in place. Rents have increased by 20% since the onset of COVID-19, with support that used to be \$400-\$500 per unit now rising to over \$600. The Housing Authority has operated at a deficit to cover these costs. Previously, the authority housed 1,500 households per month, but that number has decreased to around 1,420, and more reductions may be necessary to stay within budget. All the COVID-related subsidies are gone, and ongoing funding is insufficient. While the authority is utilizing available funds, this translates to fewer families being served. The waitlist continues to grow, with hundreds of applications coming in each month, forcing the authority to stop accepting new entries.

Another challenge is that federal funding sources are often designated for specific populations. The Housing Authority is working with the Arizona Housing Development Corporation on the Mesa development project and has recently completed a triplex, utilizing All Access funding for targeted populations, particularly individuals with mental illness. However, funding is limited primarily to construction; without supportive services, it's challenging to help these individuals maintain housing.

Recent incidents of property damage have raised concerns about the effectiveness of funding aimed at housing individuals without adequate supportive services. Approximately 5-10% of those receiving assistance have serious mental illness, with the largest voucher program being managed by HOM Inc. Many of these individuals may not be capable of living independently, but the authority is striving to provide them with a final opportunity. Consequently, the Housing Authority has effectively taken on the role of managing these tenants, with a small group of them causing the majority of the issues.

Among voucher users, the greatest need currently is for one-bedroom units. What used to be public housing is now under the RAD program, with over 2,200 people on the waitlist for a one-bedroom. The typical wait time is 5-7 years.

**Homeownership support.** Once-effective programs designed to assist families in purchasing homes have sharply declined due to increasing housing costs, higher interest

rates, and a limited supply of affordable properties. Historically, these programs aided around 15 families annually in achieving homeownership through self-sufficiency initiatives. In recent years, however, participation has dwindled to 2-3 families, primarily due to escalating home prices and the rising cost of financing.

To alleviate the pressure of escalating home costs, families were initially provided with \$20,000 in down payment assistance; however, as affordability challenges mounted, this assistance was increased to \$40,000-\$50,000 per family. Despite this significant enhancement, families continue to struggle in finding homes within their financial reach, illustrating the disparity between income levels and housing prices.

Compounding the challenge, insurance rates have risen by 35%, making homeownership even more difficult—especially with current interest rates at 7.5%.

Nearby communities that qualify for USDA rural financing present an alternative for buyers priced out of Yuma City. These programs can help residents who no longer qualify for housing vouchers but still cannot afford market-rate housing in the city.

**Overcrowding and living conditions.** Many low-income families are grappling with overcrowding and cost-burdening. A lack of affordable rental units and well-maintained homes forces numerous families into unsatisfactory living conditions, including overcrowding and units situated far from essential services. This situation is particularly pronounced within the Latino community, where many individuals are effectively homeless. It is alarming that hundreds of residents are either homeless or semi-homeless in the community.

Many U.S. citizens have found themselves living in Mexico because they cannot afford or find housing opportunities in Yuma. This situation is especially pronounced during the summer months when economic activity slows and unemployment rises. Yuma uniquely faces economic downturns every summer<sup>2</sup>, which worsen the housing challenges in the community.

Children of immigrants typically lack generational wealth, making it even more challenging for them to afford their own homes. High rents are a barrier to accumulating savings for homeownership.

**Needs in rural communities.** Stakeholders providing services within rural areas of the county identify seniors as a particularly vulnerable demographic that requires additional support. Many elderly residents face challenges navigating the contracting processes involved in receiving rehabilitation grants, which can sometimes lead to scams. These

---

<sup>2</sup> This is largely due to the seasonal nature of agricultural employment and winter visitors. Peak employment is observed in December, while the lowest employment levels occur in July.

<https://www.yumaaz.gov/home/showpublisheddocument/9682/638714096277500000>

individuals, predominantly on fixed incomes, face significant financial constraints, emphasizing the need for support to help maintain their homes in habitable conditions. Many seniors express a desire to age in place, underlining the importance of affordable and accessible housing options.

Common repairs needed among seniors include upgrading air conditioning units, fixing roofs, replacing kitchen appliances with energy-efficient options, addressing leaks, repairing broken windows, resolving electrical issues, and modifying homes for disability access.

Collaborations between organizations have proven beneficial. For instance, merging USDA funds with HOME funds, which can reach up to \$50,000, has made a significant impact, transforming living conditions for families. A notable instance recounted by an organization involved a family that barely recognized their own home following extensive rehabilitation efforts.

However, challenges persist. One organization noted that while they previously accessed HOME consortium funds, they have ceased due to the cumbersome application process and excessive restrictions.

Current rental rates hover around \$1,200 to \$1,300 for modest apartments or small homes, whereas many residents urgently require affordable housing options priced between \$500 and \$600. Unfortunately, available rentals at these lower price points are frequently in poor condition, often accompanied by exorbitant utility bills that can reach \$600 per month. Many families find themselves anxiously awaiting their most substantial utility bill each summer, relying on the Western Arizona Council of Governments (WACOG) for assistance. However, WACOG can typically provide help only once or twice a year, further underscoring the pressing need for ongoing support.

Moreover, some landlords express difficulties in filling vacancies due to stringent USDA farm income requirements; efforts to enhance marketing for available units are underway. Many prospective tenants are not aware of these opportunities, and some prefer mobile homes.

There is a high demand for affordable rentals and homes, especially in South County. This situation is exacerbated by the insufficient housing available for farmworkers and low-income seniors. The most pressing need is for increased funding. Service provider organizations have long waiting lists, and funding is consistently limited. Moreover, construction costs have risen dramatically.

**Housing market dynamics.** Stakeholders noted the current runup in rental prices, long-time residents noted that young people are finding it challenging to secure housing, and families with a single income face particular difficulties. Townhomes that were renting for about \$900 five years ago now go for approximately \$1,500 for 1,200 square feet.

Similarly, those townhomes were selling for around \$140,000 five years ago, but now sell for between \$225,000 and \$250,000.

People are forced into overcrowded situations, often needing to get roommates. The recent surge in sale prices can create a spillover into the rental market, incentivizing more fix-and-flip properties. The average sales price had remained around \$250,000 for several years, but now \$250,000 will only secure a double-wide mobile home. A realtor mentioned that VHA loan requirements can lead to deals falling apart. Adults who wish to downsize are struggling to find affordable inventory that meets their needs.

Stakeholders noted that, as a result, people are moving out of town, and there has been an increase in homelessness. Young adults grow up and leave because they cannot afford to live here. Even in Somerton, prices are rising. This has spillover impacts on the broader economy, including hospitals having difficulty in finding workers, and schools having challenges in attracting teachers.

Traditionally, many people moved to Phoenix, but those prices are also no longer attainable. Stakeholders worry the community may start to see more homeless children, especially among single mothers who are stuck in a situation where they do not qualify for subsidies while still facing high rental costs. People should have the ability to rent a place on a minimum wage salary.

Absentee landlords are difficult to track and can lead to poorly maintained rental properties. It is crucial for landlords to keep up with property maintenance and up to code, as neglect can impact neighboring homes.

Lack of maintenance also contributes to fire incidents. Yuma has experienced clusters of fires in low-income communities, often due to substandard wiring that is not up to code and is completed in a cost-cutting manner that compromises safety. There is a pressing need for resources to assist renters in multifamily buildings, as it is extremely difficult for low-income households to recover from such disasters.

Long-time residents have highlighted the need for housing rehabilitation to address outdated and deteriorating homes, as there is limited access to rehabilitation funding and programs outside the City of Yuma.

## Development Barriers

Stakeholders pointed to several significant challenges affecting housing production:

- **Rising Costs:** Construction costs have become increasingly prohibitive. Appraisals frequently fall short of contract prices, and high material costs—combined with rising interest rates—are exacerbating affordability concerns. Land, construction, and financing costs are climbing, with mortgages around \$300,000 far out of reach for low-

income families. Moreover, permit fees—often ranging from \$14,000 to \$15,000—add another layer of financial pressure.

- **Lack of Local Capacity:** Some stakeholders have raised concerns about limited municipal staffing, which can delay permit processing and further inflate project costs.
- **Land Constraints:** Developable land is in short supply due to extensive federal, state, and tribal ownership. Minimum lot size requirements further restrict options, and resistance to higher-density housing presents additional barriers.
- **Community Opposition:** While some neighborhood-level resistance to new developments exists—often citing traffic concerns—support from city officials has helped projects proceed. In many cases, these traffic concerns may be overstated.
- **Insufficient Funding:** A lack of funding persists for both new affordable housing development and rehabilitation programs.

Despite these challenges, Yuma has experienced a resurgence in multifamily development. After a 15- to 20-year lull, the past 18 months have seen more multifamily projects emerge. These developments, typically two- to three-story buildings, offer a mix of one-, two-, and some three-bedroom units.

Interest in Accessory Dwelling Units (ADUs) has surged over the past two to three years. According to the Building Department, the City has issued permits for the construction of 49 ADUs over the last four years. This program has become extremely popular in Yuma.

The City of Yuma handles roughly 300 pre-development meetings annually. Its rezoning (5–6 months), variance (6 weeks), and design review (4 weeks) timelines are significantly faster than in larger metropolitan areas in the state. Developers from outside the region frequently express surprise at the city's shorter process. The city is actively working to expedite approvals—completing first reviews in approximately 15 working days and second reviews in about seven. It was noted that the City of Yuma maintains a strong, collaborative relationship with developers.

Although municipal staffing is generally sufficient, there may be a need for more field inspectors to streamline inspections and approvals. Other challenges in the process include incomplete plan submissions, fire suppression plans, and delays from power services.

The city is also seeing a trend toward smaller single-family homes on smaller lots and developments with smaller lots and larger homes.

The pace of development is closely tied to interest rates—lower rates around 4% could catalyze significantly more activity.

In response to some of these pressures, the City's Attainable Housing Committee has enacted targeted reforms to reduce development costs for fourplexes. These include allowing fire sprinklers in lieu of hydrants within greater distances and permitting alternative paving materials in infill areas. The City works to update its codes and requirements to ease the development process.

Stakeholders also noted the importance of preserving critical life-safety standards in multifamily housing. Removing fire safety features like sprinkler systems or setback requirements could lead to higher long-term costs and increased risk.

## Recommendations

Stakeholders offered a wide range of strategies to address housing affordability challenges, spanning financial incentives, regulatory reforms, community engagement, and infrastructure considerations:

- **Developer Incentives:** Provide financial incentives and reduce development fees to encourage more affordable housing projects.
- **Reduced Permitting Fees:** Lower permitting fees, specifically for non-profit housing developments, to improve project feasibility.
- **Reduced Land Costs:** Municipalities should explore strategies to allocate land specifically for affordable housing to help reduce development costs.
- **Community Consideration:** Housing strategies must reflect the needs of the broader community. Recognizing the importance of regional planning is essential, as housing has far-reaching effects on the economy, social cohesion, and public safety in the region.
- **Rent Stabilization:** Implement mechanisms to curb rapidly rising rental prices and protect tenants from displacement.
- **Collaboration with Municipalities:** Strengthen coordination between municipalities and non-profits to integrate affordable housing goals into general plans.
- **Advocacy for Funding:** Advocate for increased investment and rural housing programs to address underserved areas.
- **Creative Financing Strategies:** Encourage public-private partnerships and develop innovative financing models to expand affordable housing options.
- **Legislation on Single-Family Homes:** Consider enacting legislation that limits the acquisition of single-family homes by real estate investors, preserving ownership opportunities for residents.



- **Utilization of Existing Housing Stock:** Improve the use of vacant homes, which can otherwise lead to encampments, by reintegrating them into the housing market.
- **Addressing Community Concerns:** Mitigate opposition related to density, crime, and property values through thoughtful neighborhood design and improved street access.
- **Highlighting Successes:** Showcase successful examples such as the Mesa Heights redevelopment to demonstrate the benefits of community investment and beautification.
- **Roommate Vetting Program:** Explore the creation of a roommate matching and vetting program, especially to support the safety of young women.
- **Funding for TRBA:** Increase funding for the TRBA program to enhance housing support.
- **Source of Income Discrimination:** Reform regulations to prohibit discrimination based on source of income. However, stakeholders acknowledge that such changes may have limited effect unless more housing vouchers become available.
- **Preference for Local Residents:** Adjust the voucher system to prioritize local residents. Given that Yuma’s program is first-come, first-served, and many families move into the city, a local preference would better serve long-term residents.
- **Increased Density Allowances:** Amend zoning to allow for higher density, and to enable innovative housing types—like container homes—that provide additional income streams and help offset costs.
- **Infrastructure Costs:** Help developers navigate high infrastructure expenses, including impact fees and water meter challenges. In some cases, residential fire systems have supported projects, though compatibility with water and sewer infrastructure remains an issue.
- **Continue Support for Helpful Policies:** Some city policies have already proven effective—such as allowing two ADUs on some lots and not having owner occupancy requirements, reclassifying fourplexes as residential instead of commercial, and enabling faster project timelines. Continue the efforts in this area.
- **Projects with Infill or Existing Sewer:** Support development on parcels where existing sewer infrastructure is in good condition to reduce costs and streamline construction.
- **Impact Fees vs. Alternatives:** Reevaluate the role of impact fees and consider alternatives like property tax waivers, which may be more effective at encouraging development.



- **Fire Hydrant Costs:** Address the significant cost gap between fire hydrants themselves and their installation, which can make or break the viability of certain projects. The cost of a fire hydrant is approximately \$600, but the installation expenses can reach around \$14,000 due to planning and infrastructure requirements.
- **Reducing Public Opposition:** Combat misinformation and reduce community resistance to new housing through public education. Launch coordinated public education campaigns to build support for affordable housing programs and address safety concerns, such as fire risks from lithium-ion batteries and the absence of smoke detectors. Currently, the Association of Realtors operates at the state level and is active in every county except Yuma. They have been active for 5 to 6 years and are investing millions in various areas, but not in Yuma. It would be beneficial to reach out to them to inquire about potential funding opportunities. The Arizona Housing Fund allows realtors to contribute \$100 from each closing to the fund. Through the National Association of Realtors (NAR), communities can receive annual grants, including \$25,000 earmarked for education campaigns. The Yuma Association could apply for these grants on behalf of the city, noting that the funds must be used for a new project.

Stakeholders stress that while these recommendations are critical, they represent only an initial step toward addressing the region's substantial housing needs.

## Workshop Results

A workshop was conducted with housing stakeholders, allowing them to explore local housing challenges and barriers, vote and comment on potential strategies and solutions, and contribute to shaping local housing strategies. The workshop was held May 5, 2025, in a hybrid format, with 19 stakeholders attending in person and 12 attending through Zoom.

Participants were first asked, **"What do you love about Yuma?"** Figure II-1 presents a word cloud of their responses. The most frequently mentioned words highlight a strong appreciation for family, community, and the people. These themes indicate that the sense of belonging and personal connections are at the core of what makes Yuma special.

Other recurring themes include the weather, sunsets, and seasons, highlighting the natural beauty and climate as key attractions. The river and tranquil environment foster a sense of calm and enjoyment of the outdoors. Attributes like friendliness, safety, location, and a slower pace of life suggest that residents value both security and quality of life. Words like supportive and services point to a place that nurtures growth and offers a strong foundation for individuals and families.

**Figure A-1.**  
**What Do You Love About Yuma?**



Notes: Number of respondents=21.

Participants were then asked, **“What does affordable housing mean to you?”**

Stakeholders described affordable housing as more than just low-cost options, embodying security, dignity, and opportunity. Respondents emphasized that affordable housing should fit within one's budget, ideally not exceeding 30% of income, and should not force individuals or families to sacrifice other essentials such as food, healthcare, or comfort. Many referred to affordability benchmarks, like being below 80% of the Area Median Income (AMI), highlighting the importance of aligning housing costs with local economic realities. Stakeholders noted true affordability also encompasses safety, quality, and decency—housing that is structurally sound, secure, and conducive to better health outcomes.

Stakeholders highlighted that housing should be available to everyone, regardless of income level or household composition, with options that are accessible to individuals, families, seniors, and those with diverse needs and challenges. Additionally, respondents viewed affordable housing as a stabilizing force—one that reduces stress, supports the workforce, and enhances overall community well-being. Safe, affordable housing was seen as fundamental to economic security, physical and mental health, and the ability to thrive.

Stakeholders were asked to explain, “**How does the lack of affordable housing hinder the Yuma you love?**” The responses highlighted the deep and far-reaching impacts of housing insecurity on the community.

A central theme that emerged from responses was displacement and disconnection. Many respondents mentioned that families have been forced to move away or seek housing elsewhere, which weakens community bonds. This instability affects everyone, from young adults struggling to find their first home to seniors living on fixed incomes who cannot afford market-rate rent. The lack of affordable housing creates a ripple effect that undermines the foundation of a thriving community.

Homelessness and the risk of becoming homeless were frequent concerns. Participants described rising numbers of unsheltered individuals, crowded shelters, and a shortage of resources. Many spoke about the stress and fear of being on the brink of homelessness, which harms mental health, lowers confidence, and leaves emotional scars—especially for those living in temporary or substandard conditions.

Responses emphasized that the housing crisis strains public systems by forcing individuals into substandard housing and increasing pressure on local services. It leads to a cycle of poverty for families, limiting educational opportunities and workforce participation. These challenges negatively impact personal growth, well-being, and family stability, while also hindering community economic development and civic morale.

In exploring **housing barriers**, participants were asked to vote on the top five barriers to affordable housing in Yuma

Figure II-2 highlights the top barriers to affordable housing in Yuma, as identified by stakeholders. The most frequently cited challenge is a lack of public funding or resources, with 18 mentions, emphasizing the need for greater financial investment and government support. Close behind were barriers to financing affordable housing, and low wages and income inequality, both cited 17 times, illustrating the intertwined challenges of economic hardship and limited access to development capital.

The loss of existing affordable housing (16 mentions) and high construction costs (15 mentions) rounded out the top five, signaling concern about both preservation and the high expense of building new units. These top barriers suggest that affordability in Yuma is constrained by both financial limitations and broader structural issues that affect housing supply and demand.

Lower-ranked challenges included community opposition or limited public awareness of the benefits of affordable housing (9 mentions), lack of political will (7), and zoning or land use restrictions (6), all pointing to the need for stronger public engagement and policy alignment. Issues like limited infrastructure, land availability, and developer capacity were cited less frequently. Overall, the findings underscore that tackling affordable housing in

Yuma requires a comprehensive approach that addresses funding, economic inequality, and regulatory constraints.

**Figure A-2.**  
**What Are the Top Five Barriers to Affordable Housing in Yuma?**



Note: Number of respondents=26.

## Strategies

Participants were then asked to rate from 1-strongly disagree to 5- strongly agree if the City of Yuma should invest in different types of strategies. The strategies were grouped into five categories, which included:

- Education, communication, and information;
- Dedicated local funding source;
- Technical/direct assistance;
- Preserve existing affordable housing and naturally occurring affordable housing; and
- Support new construction of affordable housing.

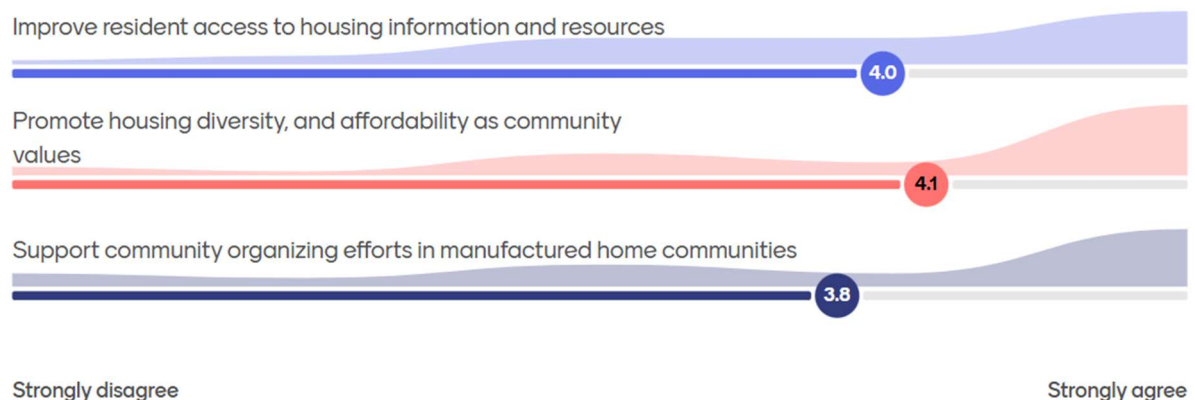
**Education, Communication, and Information.** Specific strategies under this category included:

- **Improve resident access to housing information and resources**—for example, tenant rights/responsibilities, resource/program information, affordable housing database and/or search engine.
- **Promote housing diversity, and affordability as community values**—through a public relations campaign and/or communications related to density, need for affordable housing, and myths about affordable housing.
- **Support community organizing efforts in manufactured home communities and access to resident rights information**—by providing information on resident-owned community models and resources.

Community feedback indicates strong support for the City investing in education, communication, and information related to housing (Figure II-3). Among the options presented, promoting housing diversity and affordability as core community values received the highest level of support, with an average score of 4.1 out of 5.

Improving resident access to housing information and resources also ranked highly, with an average score of 4.0, highlighting the importance of ensuring that people are informed about available housing options and support. Support for community organizing efforts in manufactured home communities received a slightly lower, but still positive, average score of 3.8. Overall, these results demonstrate public interest in strengthening communication and educational efforts to advance housing equity and awareness across the city.

**Figure II-3.**  
**Should the City invest in the following? Education, Communication, and Information**



Note: Number of respondents=28.

**Dedicated Local Funding Source.** Strategies under this category included:

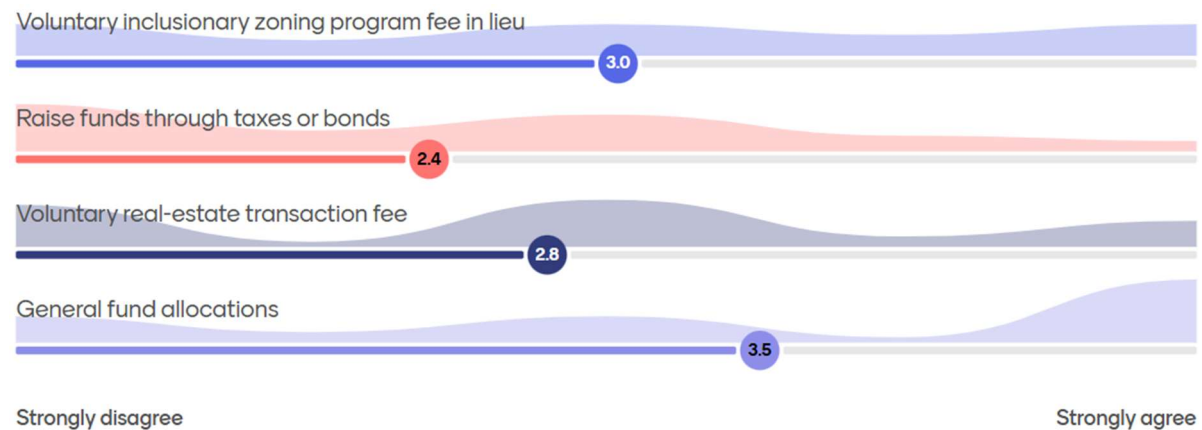
- **Voluntary inclusionary zoning program fee in lieu**—A policy where developers are encouraged, but not required, to include affordable units in new projects; or they may pay a fee ("fee in lieu") to fund affordable housing elsewhere in the community. They do this in exchange for incentives such as density bonuses, expedited permitting, or other development benefits.
- **Raise funds through taxes or bonds**—A strategy where local governments generate dedicated funding for affordable housing by approving taxes (e.g., sales, property, transfer taxes) or issuing bonds, which provide upfront capital to support housing development and preservation.
- **Voluntary real-estate transaction fee**—A fee paid at the time of property sale, typically agreed to by sellers or buyers, with proceeds dedicated to affordable housing or community benefits.
- **General fund allocations**—Direct funding is set aside from a local government's general budget to support affordable housing programs, often approved annually by elected officials.

The responses regarding whether the City should invest in dedicated local funding sources for housing reveal a range of opinions, with some strategies receiving notably more support than others (Figure II-4). General fund allocations emerged as the most favored approach, earning an average score of 3.5, suggesting that respondents are generally comfortable with using existing public resources to support housing initiatives.

In contrast, raising funds through taxes or bonds received the least support, with an average score of just 2.4, indicating significant hesitancy about imposing new financial obligations on residents. Voluntary inclusionary zoning program with a fee-in-lieu and voluntary real-estate transaction fees received scores of 3.0 and 2.8, respectively, suggesting moderate approval but not strong consensus.

Overall, the data shows a clear preference for less intrusive or existing funding mechanisms over new or potentially burdensome revenue sources.

**Figure A-4.**  
**Should the City invest in the following? Dedicated Local Funding Source**



Note: Number of respondents=27.

**Technical/Direct Assistance.** Strategies under this category included:

- **Increase funding for financial literacy, credit building, and homebuyer education for residents**—Expand support for programs that help residents improve credit, understand homebuying, and prepare financially, making them better positioned to secure and sustain housing.
- **Foreclosure and eviction prevention and legal representation**—Provide financial assistance, counseling, and legal aid to help residents avoid losing their homes due to foreclosure or eviction, especially during financial hardships.
- **Supplement federal rental assistance**—Provide local funding or subsidies to fill gaps not fully covered by federal programs, ensuring households can afford rent and avoid displacement.
- **Implement a city-wide rental license/inspection program for long-term rentals and pair with best practice rental education**—Require or incentivize landlords to register and regularly inspect long-term rental properties while offering education on best practices and tenant rights to improve housing quality and stability.

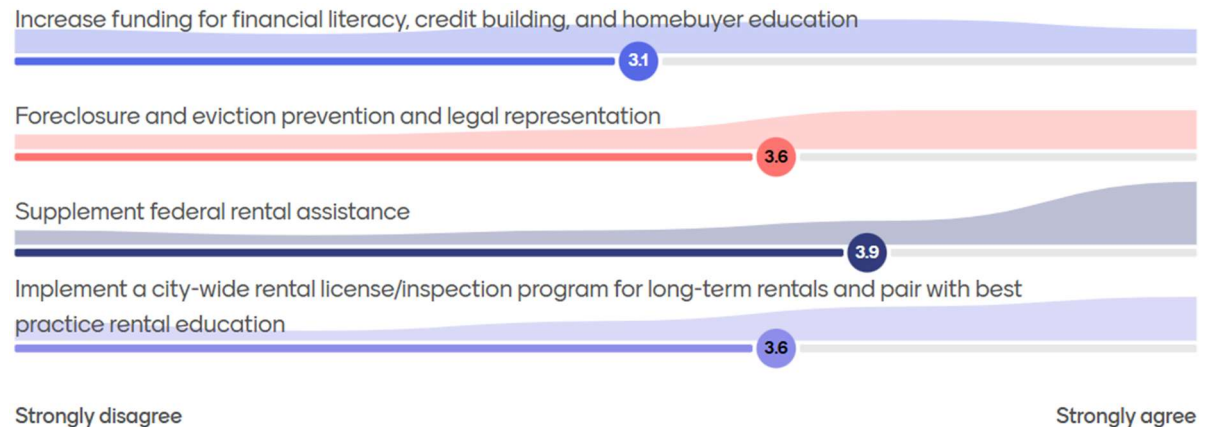
Stakeholder responses, shown in Figure II-5, indicate support for the City investing in technical and direct assistance strategies related to housing stability. The highest-rated investment was supplementing federal rental assistance, with an average score of 3.9, signaling broad agreement on the need to fill gaps in existing support systems. Close behind, both foreclosure and eviction prevention with legal representation and implementing a city-wide rental license and inspection program paired with best-practice rental education received average scores of 3.6.



Meanwhile, increasing funding for financial literacy, credit building, and homebuyer education received a more moderate but still positive average score of 3.1, suggesting that while important, it may be viewed as slightly less urgent than direct interventions to prevent displacement. Overall, the results demonstrate a clear preference for proactive, supportive measures that help residents remain housed and informed.

**Figure A-5.**

### Should the City invest in the following? Technical/Direct Assistance



Note: Number of respondents=28.

### Preserve Existing Affordable Housing and Naturally Occurring Affordable Housing. Strategies under this category included:

- **Acquisition/rehabilitation of naturally occurring affordable housing, including mobile home parks**—Support nonprofits or mission-driven developers in purchasing and renovating existing low-cost housing to preserve affordability and prevent displacement.
- **Continue investing in redevelopment/revitalization/infill of older neighborhoods**—Direct resources to upgrade infrastructure, housing, and amenities in aging areas to enhance livability and create new affordable housing opportunities.
- **Small landlord incentives**—Public sector incentives that encourage small landlords to keep units affordable for a period of time in exchange for subsidized rehabilitation or tax or fee waivers.
- **Support accessibility modifications**—Provide funding or incentives to help homeowners and landlords make homes accessible for people with disabilities, improving safety and independent living.
- **Support energy efficiency modifications**—Offer assistance or incentives for upgrades that reduce energy costs, such as insulation or energy-efficient appliances, helping lower housing expenses and improve sustainability.

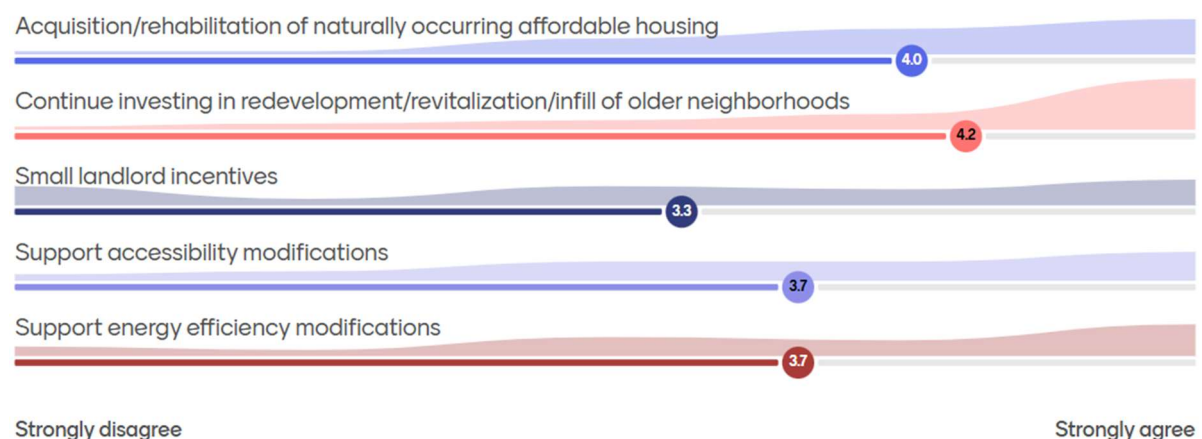


Survey responses show strong support for the City investing in strategies to preserve existing affordable housing (Figure II-6). The highest-rated initiative was continuing investment in redevelopment, revitalization, and infill of older neighborhoods, which received an average score of 4.2, indicating a strong community desire to improve and maintain established areas. Closely following, acquisition and rehabilitation of naturally occurring affordable housing received a score of 4.0, reinforcing the importance of preserving housing affordability through proactive ownership and renovation efforts.

Respondents also showed favorable support for accessibility modifications and energy efficiency improvements, both earning average scores of 3.7, suggesting a strong interest in making housing more livable, and sustainable. Small landlord incentives, while still viewed positively, received a more moderate score of 3.3.

**Figure A-6.**

**Should the City invest in the following? Preserve Existing Affordable Housing**



Note: Number of respondents=27.

**Support New Construction of Affordable Housing.** Strategies under this category included:

- **Land banking**—Acquire and hold land for future affordable housing development, ensuring sites are available and affordable when housing projects are ready to proceed.
- **Density bonus or other incentives (voluntary inclusionary zoning)**— Offer developers benefits like additional density, reduced fees, or relaxed zoning rules if they voluntarily include affordable housing in their projects.
- **Affordable housing zoning overlay**—A special zoning district applied over existing zones that offers incentives or relaxed regulations to encourage the development of affordable housing in targeted areas.

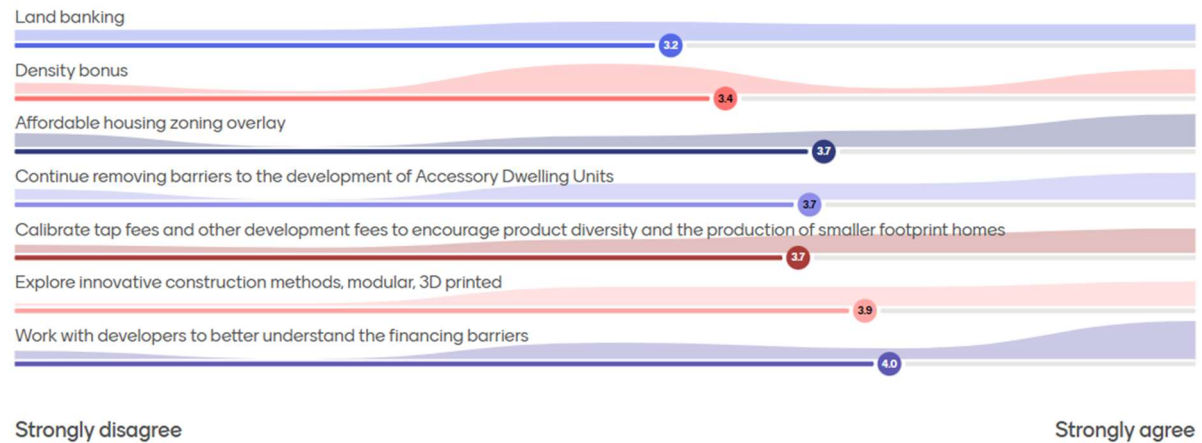
- **Continue removing barriers to the development of Accessory Dwelling Units—**Simplify regulations, reduce fees, and ease zoning restrictions to make it easier for homeowners to build ADUs and increase affordable housing options.
- **Calibrate tap fees and other development fees to encourage product diversity and the production of smaller footprint homes—**Adjust fees based on home size or type to make smaller, more affordable homes financially feasible and encourage varied housing options.
- **Explore innovative construction methods, such as modular and 3D printed—**Promote and support cost-effective building technologies that can reduce construction time and expenses, making affordable housing development more efficient and scalable.
- **Work with developers to better understand the financing barriers to missing middle projects and consider partnerships with financial institutions (CDFI, credit unions, and banks) to address such barriers—**Collaborate with developers and financial institutions to identify challenges and create tailored financing solutions that support the development of smaller-scale, moderately priced housing types.

Stakeholder input (Figure II-7) shows strong support for a variety of strategies aimed at supporting the new construction of affordable housing. The most highly rated initiative was working with developers to better understand financing barriers, which received an average score of 4.0, signaling a strong interest in collaboration to address cost challenges in affordable housing development.

Several other strategies received solid support, including exploring innovative construction methods such as modular or 3D printed housing (3.9), and calibrating tap fees and other development charges to promote smaller, more varied housing options (3.7). Respondents also rated continuing to remove barriers for accessory dwelling units (ADUs) and implementing affordable housing zoning overlays equally at 3.7, reflecting a consistent desire to reduce regulatory and structural barriers to development.

More moderate support was shown for tools like density bonuses (3.4) and land banking (3.2). Overall, the responses reflect a community eager to see forward-thinking, collaborative, and flexible solutions to expand affordable housing supply.

**Figure A-7.**  
**Should the City invest in the following? *Support New Construction of Affordable Housing***



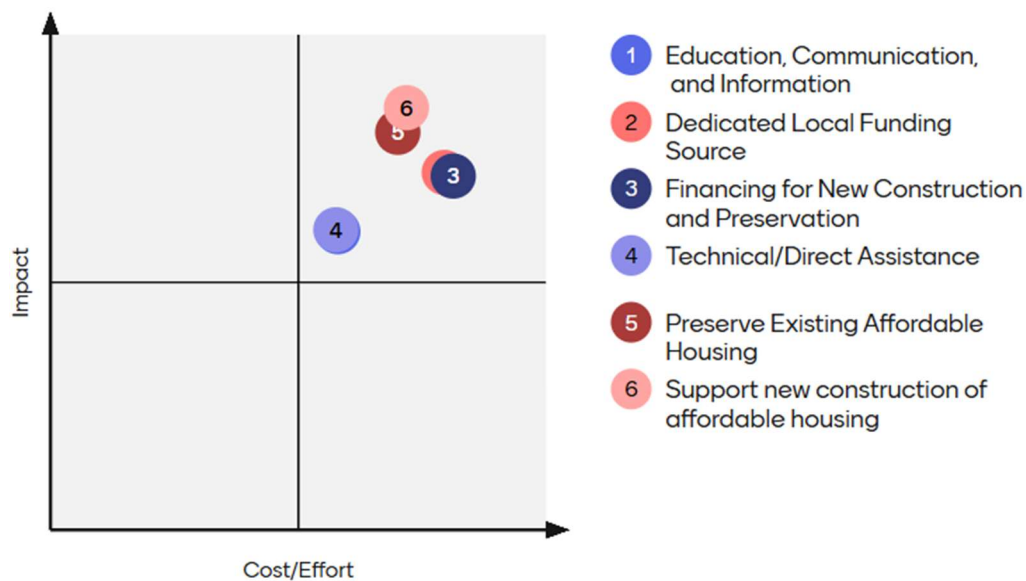
Note: Number of respondents=27.

**Impact and Cost/Effort.** The Impact and Cost/Effort analysis is illustrated in Figure II-8. This diagram presents the results of an exercise in which stakeholders ranked the impact and cost/effort associated with various broad categories of strategies. It visually compares the impact of each housing strategy against its cost/effort.

All strategies fall within the upper-right quadrant, indicating high-impact but also higher-cost or effort. Education, communication, and information strategies (1) and technical/direct assistance (4) fall slightly lower on the cost axis but still show strong impact, suggesting these could be efficient starting points with meaningful returns.

The rest of the strategies rank higher in both cost/effort and impact. Supporting new construction of affordable housing (6) and preserving existing affordable housing (5) are both considered impactful but require significant resources. Similarly, dedicated local funding sources (2) and financing for new construction and preservation (3) are considered slightly less impactful but costlier, reflecting the substantial effort involved in implementing and maintaining funding mechanisms.

**Figure A-8.**  
**Impact and Cost/Effort**



Note: Number of respondents=25.

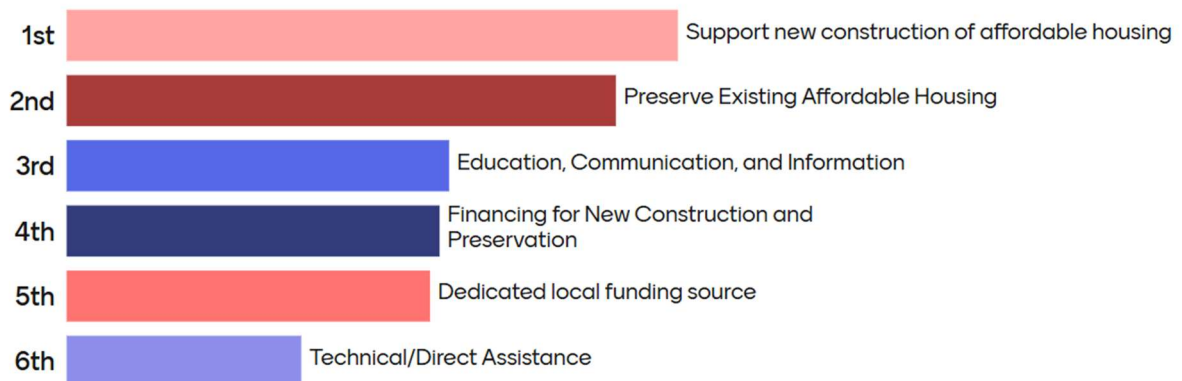
**Strategy priority ranking.** Figure II-9 shows the ranking of priorities based on stakeholder input on the different strategy categories. The highest priority, ranked 1<sup>st</sup>, was supporting the new construction of affordable housing, indicating strong public interest in expanding the housing supply to meet current and future demand.

In 2<sup>nd</sup> place was preserving existing affordable housing, showing that residents also value protecting what is already in place to prevent displacement and maintain community stability. Education, communication, and information efforts ranked 3<sup>rd</sup>, emphasizing the importance of building community support, and keeping residents informed and connected to housing resources.

Financing for new construction and preservation came in 4<sup>th</sup>, followed by dedicated local funding sources in 5<sup>th</sup>, both reflecting recognition of the need for strong financial infrastructure, though perhaps with more mixed support. Finally, technical and direct assistance was ranked 6<sup>th</sup>, indicating it is viewed as valuable but less urgent compared to other strategies.

Overall, the rankings suggest a clear public focus on increasing supply and maintaining existing housing, supported by education and funding mechanisms.

**Figure A-9.**  
**How should the City Prioritize Different Types of Strategies?**



Note: Number of respondents=27.

Other suggested strategies for improving affordable housing in Yuma suggested by stakeholders, reflect a wide range of innovative, practical, and policy-driven ideas. A recurring theme was the need for state- and local-level policy reform, such as lobbying the Arizona Department of Housing (ADOH) for increased allocations in Yuma County, and advocating for reductions in the state sales tax on prime contracting and Transaction Privilege Tax (TPT) for affordable housing projects.

Several suggestions focused on creative housing solutions, including the development of tiny home parks, particularly with onsite services, and the conversion of existing structures, like abandoned schools, into housing—though zoning challenges were noted. Others proposed regulatory flexibility, such as allowing large property owners to split their land/homes, and encouraging infill development through fee waivers, streamlined approvals, and flexible codes.

In addition, participants emphasized the importance of sustainability and independence, recommending support for independent living skills to help residents maintain housing stability.

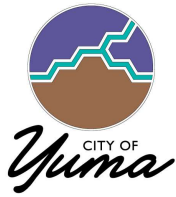


## **Root Policy Research**

789 N Sherman St, Denver, CO 80203

[www.rootpolicy.com](http://www.rootpolicy.com)

970.880.1415



# City of Yuma

## City Council Report

File #: MC 2025-137

Agenda Date: 9/3/2025

Agenda #: 16.

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

### TITLE:

**Final Plat: Premier Storage Condominiums of Yuma Unit 2 LLC, Phases X, XII, and XIV**

### SUMMARY RECOMMENDATION:

Approve the final plat of the Premier Storage Condominiums of Yuma Unit 2 LLC, Phases X, XII, and XIV. The property is located near the southwest corner of 32<sup>nd</sup> Street and Avenue 4E. (Community Development/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

This subdivision furthers the City Council's strategic outcome of Safe and Prosperous, as the approval of the final plat will facilitate an increase in new industrial development opportunities.

### REPORT:

The subject property, located near the southwest corner of 32<sup>nd</sup> Street and Avenue 4E is approximately 6.57 acres in size. The proposed subdivision is bordered on the north by the existing Premier Storage Condominiums of Yuma Unit 2 Phases VII and VIII and on the west by Premier Storage Condominiums of Yuma Unit 2 Phases IX, XI, XIII. The property is proposed to be developed as the Premier Storage Condominiums of Yuma Unit 2 expansion.

This project consists of developing phases X (building 10), XII (building 12), and XIV (building 14) of the Premier Storage Condominiums of Yuma Unit 2 LLC. The subject property is currently undeveloped.

The subdivision of this property into 185 storage units and a common area is treated like a residential subdivision: having the same public notice, hearing requirements, and regulatory process. The units will have a legal description and are divided and recognized by the Assessor's Office for tax purposes; each unit can be bought and sold by deed; and the individual unit owners belong to an association with an interest in the common area.

The subject property is located within the 70-75dB noise zone of the military runway. This zoning overlay limits the type of uses and requires sound attenuation of portions of buildings where the public is received, office areas, and other noise sensitive areas. The Marine Corps Air Station Yuma (MCAS) did not object to this use at this location as long as there is no on-site caretaker's residence.

Approval of the final plat for the Premier Storage Condominiums of Yuma Unit 2, Phases X, XII, XIV, shall be subject to the following conditions:

1. The conditions are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. The rights-of-way must be dedicated free and clear to the City, and all easements in the right-of-way must be vacated unless the easement is specifically presented to the City, and the City specifically approves its acceptance. Approval of the plat is not approval of an easement in the right-of-way.
4. Any easements on other property in the subdivision must be vacated to the extent that they would require a utility, licensed cable operator, or other licensed or franchised communications system (collectively, the "utilities") to:
  - a. pay to cross the easement to reach any structure on the lot;
  - b. prevent the utilities from providing service to any structure on a lot; or
  - c. effectively prevent any entity authorized to place facilities in a utility easement from using the easements or accessing potential customers crossing the easement.
5. Approval of the plat does not authorize the maintenance or installation of any facility in the rights of way, whether or not contemplated by the plat, without a license, franchise, or similar authorization issued by the City.
6. After the final plat has been approved by City Council, the applicant/developer shall have two years to record the approved plat, or the final plat approval shall be null and void.

The preliminary plat for the Premier Storage Condominiums of Yuma Unit 2 Phases X, XII, XIV, was approved by the Planning and Zoning Commission on September 12, 2022.

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

**Questions for Staff:**

None

**Public Comments:**

None

**Motion:**

**“Motion by Barbara Beam - Planning and Zoning Commissioner, second by Branden Freeman - Planning and Zoning Commissioner, to APPROVE SUBD-40303-2022, subject to the Conditions of Approval in Attachment A.**

**“Motion carried unanimously (7-0).”**

**Planning Commission Preliminary Plat Staff Report - Attached**

The City Council's approval of this motion accepts the final plat of the Premier Storage Condominiums of Yuma Unit 2 LLC, Phases, X, XII, and XIV as submitted, including the conditions of approval set forth.

**FISCAL REQUIREMENTS:**

---



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

**FISCAL IMPACT STATEMENT:**  
NOT APPLICABLE

**ADDITIONAL INFORMATION:**

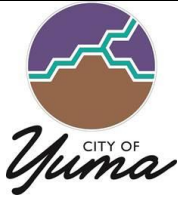
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



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

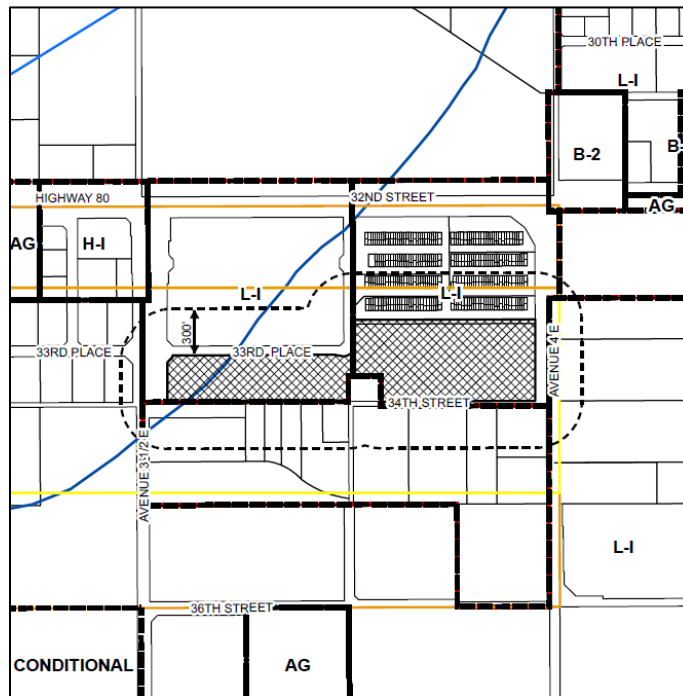
**Hearing Date:** September 12, 2022

**Case Number:** SUBD-40303-2022

**Project Description/Location:** This is a request by Premier Storage Condominiums of Yuma Unit 2, LLC, for approval of the preliminary plat for the Premier Storage Condominiums of Yuma Unit 2 Subdivision, Phases IX thru XIV. This 13.65 acre commercial condominium subdivision is proposed to create 363 storage condominiums in six new buildings. The property is located at the southeast corner of Avenue 3 ¾ E and 32<sup>nd</sup> Street, Yuma, AZ.

	Existing Zoning	Existing Land Use	Designated Land Use
<b>Site</b>	Light Industrial/Airport Overlay (L-I/AD) District	Agriculture	Industrial
<b>North</b>	Light Industrial/Airport Overlay (L-I/AD) District	Premier Storage Condominiums of Yuma Unit 2	Industrial
<b>South</b>	Yuma County; Light Industrial	Industrial Shops	Industrial
<b>East</b>	Light Industrial/Airport Overlay (L-I/AD) District	Arizona Market Place	Industrial
<b>West</b>	Light Industrial/Airport Overlay (L-I/AD) District	Green Gate Fresh / Industrial Shops	Industrial

**Location Map**



**Prior site actions:** Pre-Annexation Agreement: R2010-56 (11-09-2010); Annexation: A2011-02 (08-05-2011); Rezone: Z2011-004 (12/21/2011); Subdivision: Prior to annexation: Premier Storage #2. Tentative Plat: 2007; Final Plat: 2011 (expired in 2014). After annexation: SUBD-16104-2016 Prelim. Plat; SUBD-18331-2017 Final Plat (Phase VI); SUBD-22521-2018 Final Plat (Phase III); SUBD-27156-2019 Final Plat (Phase IV & Phase VIII); SUBD-36119-2022 Final Plat (VII & VIII)

**Staff Recommendation:** Staff recommends **APPROVAL** of the preliminary plat for the Premier Storage Condominiums of Yuma Unit 2 Subdivision, Phases IX thru XIV, subject to the conditions outlined in Attachment A.

**Suggested Motion:** Move to **APPROVE** Preliminary Plat SUBD-40303-2022 as presented, subject to the staff report, information provided during this hearing, and the conditions in Attachment A.

**Effect of the Approval:** By approving the preliminary plat, the Planning and Zoning Commission is authorizing the design of the Premier Storage Condominiums of Yuma Unit 2, Phases IX thru XIV, which includes 363 storage condominiums, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma Subdivision Code and General Plan and is compatible with surrounding land uses.

**Staff Analysis:** The subject property, located at the southeast corner of Avenue 3¾E is approximately 13.65 acres in size and is bordered on the north by the existing Premier Storage Condominiums of Yuma Unit 2 Phases VII and VIII. The subject property is proposed to be developed as the Premier Storage Condominiums of Yuma Unit 2 expansion.

The project consists of developing phases IX through XIV of the Premier Storage Condominiums of Yuma 2 (buildings 9, 10, 11, 12, 13, 14). Phases IX, X, XI, and XIV consist of 62 storage units each, Phase XII consist of 61 units and restrooms, and Phase XIII consists of 54 units. Currently, the subject property is used as farmland.

The subdivision of this property into 363 storage units and a common area is treated much the same as a residential subdivision: having the same public notice, hearing requirements, and regulatory process. The units will have a legal description and are divided and recognized by the Assessor's Office for tax purposes; each unit can be bought and sold by deed; and the individual unit owners belong to an association with an interest in the common area.

The subject property is located within the 70-75dB noise zone of the military runway. This zoning overlay limits the type of uses, and requires sound attenuation of portions of buildings where the public is received, office areas, and other noise sensitive areas. The Marine Corps Air Station Yuma (MCAS) did not object to this use at this location as long as there is no on-site caretaker's residence.

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

Standard	Subdivision						Conforms			
Lot Size	Minimum:	350 SF		Maximum:	1,166 SF		Yes	X	No	
Lot Depth	Minimum:	25		Maximum:	53		Yes	X	No	
Lot Width/Frontage	Minimum:	14		Maximum:	22		Yes	X	No	
Setbacks	Front:	81 FT	Rear:	50 FT	Side:	168 FT	Yes	X	No	
District Size	13.65	Acres					Yes	X	No	
Density	N/A	Dwelling units per acre					Yes	X	No	
Issues: None										

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

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

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

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

<b>Transportation Element:</b>													
<b>FACILITY PLANS</b>													
TRANSPORTATION MASTER PLAN		Planned		Existing		Gateway		Scenic		Hazard		Truck	
Avenue 3 ¾ E – Local Street		29 FT H/W		29 FT H/W									
Avenue 4E – Collector Street		40 FT H/W		33 FT H/W									
Bicycle Facilities Master Plan		32 <sup>nd</sup> Street – Proposed Bike Path											
YCAT Transit System		32 <sup>nd</sup> Street – Orange Route											
Issues:		None											
<b>Parks, Recreation and Open Space Element:</b>													
Parks and Recreation Facility Plan				N/A: Industrial Area (Commercial Storage Condo Units)									
Neighborhood Park:		N/A											
Community Park:		N/A											
Linear Park:		N/A											
Issues:		None											
<b>Housing Element:</b>													
Special Need Household:		N/A											
Issues:		N/A											
<b>Redevelopment Element:</b>													
Planned Redevelopment Area:		None											
Adopted Redevelopment Plan:		North End:				Carver Park:				None:		X	
Conforms:		Yes				No							
<b>Conservation, Energy &amp; Environmental Element:</b>													
Impact on Air or Water Resources		Yes				No		X					
Renewable Energy Source		Yes				No		X					
Issues:		None – Drive aisles will be paved.											
<b>Public Services Element:</b>													
<b>Population Impacts</b> 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		<b>Non-residential</b>		<b>Population</b>		<b>Impact</b>		<b>Consumption</b>		<b>Generation</b>			
		Proposed		Per Unit				<b>Officers</b>		<b>GPD</b>		<b>AF</b>	
		0		0		0		0.00		0		0.0	
Fire Facilities Plan:		MCAS; Future Fire Station No. 8											
Water Facility Plan:		Source:		City		X		Private		Connection		6" PVC on Avenue 3 ¾ E	
Sewer Facility Plan:		Treatment:		City				Septic		X		Private	
Issues:		None											
<b>Safety Element:</b>													
Flood Plain Designation:		X		Liquefaction Hazard Area:						Yes			
Issues:		None											
<b>Growth Area Element:</b>													
Growth Area:		Araby Rd & Interstate 8				Arizona Ave & 16 <sup>th</sup> St				Avenue B & 32 <sup>nd</sup> St.			
		North End				Pacific Ave & 8 <sup>th</sup> St				Estancia			
Issues:		None											

**Public Comments Received:** None Received.

**External Agency Comments:** None Received.

**Neighborhood Meeting Comments:** No Meeting Required.

**Proposed conditions delivered to applicant on:** August 24, 2022

**Final staff report delivered to applicant on:** August 31, 2022

☒ Applicant agreed with all of the conditions of approval on: August 24, 2022

**Attachments**

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

**Prepared By:** *Amelia Griffin*

**Date:** **August 30, 2022**

Amelia Griffin  
Senior Planner

Amelia.Griffin@yumaaz.gov (928)373-5000, x3034

**Approved By:** *Alyssa Linville*

**Date:** **September 1, 2022**

Alyssa Linville,  
Assistant Director Community Planning

**ATTACHMENT A  
PRELIMINARY PLAT  
CONDITIONS OF APPROVAL**

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

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

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

**City Attorney Comments: (928) 373-5058:**

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

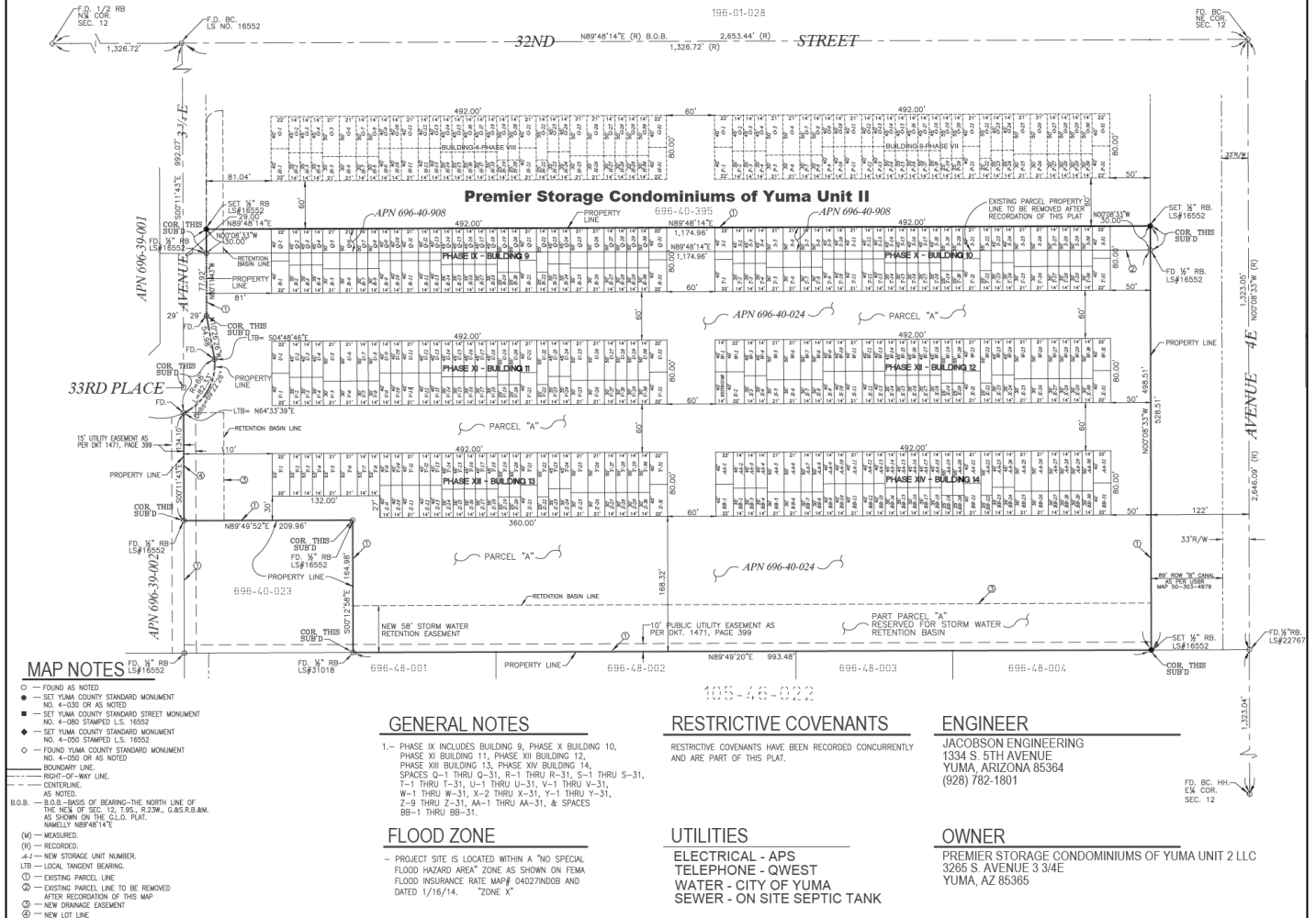
**Community Planning Conditions: Amelia Griffin, Senior Planner, (928) 373-5000 ext. 3034**

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

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

**ATTACHMENT B**  
**PRELIMINARY PLAT MAP**

**PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT II L.L.C.**  
PHASES IX (BUILDING 9), X (BUILDING 10), XI (BUILDING 11), XII (BUILDING 12),  
XIII (BUILDING 13) & XIV (BUILDING 14)  
A SUBDIVISION OF THE AIR SPACE OF A PORTION OF THE NE 1/4 OF SECTION 12,  
T.9S., R.23W., G.&S.R.B.&M., YUMA COUNTY, ARIZONA.  
(APN 696-40-024 & APN 696-40-908)





**ATTACHMENT C**  
**AGENCY NOTIFICATIONS**

- **Legal Ad Published: The Sun** (08/19/22)
- **300' Vicinity Mailing:** (07/25/2022)
- **34 Commenting/Reviewing Agencies noticed:** (07/28/22)
- **Site Posted on:** (09/05/22)
- **Neighborhood Meeting:** (N/A)
- **Hearing Date:** (09/12/22)
- **Comments due:** (08/08/22)

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	YES	7/29/22	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	NR				
Yuma County Planning & Zoning	YES	8/5/22	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.	YES	7/29/22	X		
Yuma Irrigation District	NR				
Arizona Game and Fish	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	YES	8/2/22	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	YES	8/8/22	X		
Building Safety	YES	8/1/22	X		
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	YES	8/2/22	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT D  
NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>NUNEZ GERARDO &amp;</b>	323 QUILLA ST	SALINAS	CA	93905
<b>HAINES JOSEPH</b>	2868 E 13TH ST	YUMA	AZ	85365
<b>DORA M FAZIO FAMILY LLC</b>	11188 S HAVANA AVE	YUMA	AZ	85365
<b>MCKAY CLINT E &amp; KYLA ANN</b>	3705 E 32ND ST	YUMA	AZ	85365
<b>POPE ROBERT E &amp; REBECCA D MAY JT</b>	3715 E 32ND ST	YUMA	AZ	85365
<b>DOLE FRESH VEGETABLE INC CA CORP</b>	PO BOX 2018	MONTEREY	CA	93942
<b>MCKAY CLINT EARL &amp; KYLA ANN</b>	3705 E 32ND ST	YUMA	AZ	85365
<b>JACOBSON COMPANIES INC AZ CORP</b>	1334 S 5TH AVE	YUMA	AZ	85364
<b>PACIFIC AG RENTALS CA LLC</b>	820 PARK ROW STE 686	SALINAS	CA	92901
<b>BASSETTI CODY</b>	402 BASSETT ST	KING CITY	CA	93930
<b>PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC</b>	3265 S AVENUE 3 3/4	YUMA	AZ	85365
<b>BARKLEY SEED INC AZ CORP</b>	PO BOX 5540	YUMA	AZ	85366
<b>KULLMANN CHRIS</b>	5707 E 32ND ST SP 817	YUMA	AZ	85367
<b>MILLER &amp; MILLER &amp; STUART AZ PART</b>	4514 W IRMA ST	YUMA	AZ	85364
<b>MILLER MILLER &amp; STUART GENERAL PARTNERSHIP</b>	4514 W IRMA ST	YUMA	AZ	85364
<b>KINGDOM CONSTRUCTION INC AZ CORP</b>	15529 S AVENUE 2 1/2 E	YUMA	AZ	85365
<b>AMERICAN HOME BUYERS LLC</b>	1407 W CAMINO REAL	YUMA	AZ	85364
<b>AZMKT HOLDINGS LLC</b>	3075 S AVE 4E	YUMA	AZ	85365
<b>ACOSTA MARTIN F &amp; MARTHA L</b>	PO BOX 4153	YUMA	AZ	85366
<b>CHEE TONG PING &amp; BETSY TRUST 4-30-1987</b>	PO BOX 6515	YUMA	AZ	85366
<b>FISHER DAVID JOHN &amp; BEVERLY JEAN</b>	5707 E 32ND ST SPC 1013	YUMA	AZ	85365
<b>PETERSON ROBERT K</b>	2240 S ELKS LN #52	YUMA	AZ	85365
<b>MILLER MILLER &amp; STUART PARTNERSHIP</b>	4514 W IRMA ST	YUMA	AZ	85364
<b>PAYNE EUGENE &amp; MICHELE TRUST 9-24-2002</b>	4545 W COUNTY 16TH ST	SOMERTON	AZ	85350
<b>THON THOMAS &amp; JOENE L</b>	3910 LINDEN AVE N	SEATTLE	WA	98103

TWILLMAN RAYMOND	5707 E 32ND ST #628	YUMA	AZ	85365
NORMAN DAVID & SHERRI	5707 E 32ND ST SP 595	YUMA	AZ	85365
SSM MANAGEMENT SERVICES LLC	3008 S BRANDING IRON CT	YUMA	AZ	85365
FOLLETT PAUL & FISHER SANDRA K LIVING TRUST 4-30-2007	1662 W 12TH LN	YUMA	AZ	85364
WEISS ROBERT HAROLD & FREIDA TRUST 5-19-1992	PO BOX 26209	YUMA	AZ	85367
FREDSON FLOYD E	PO BOX 710842	SANTEE	CA	92072
MARSHALL WAYNE A & CYNTHIA A	188-28319 TOWNSHIP RD 384	RED DEER COUNTY	AB	T4S 2A4
DE LA ROSA VICTOR	5531 E 39TH LN	YUMA	AZ	85365
WALLACE FAMILY REVOCABLE TRUST 7-19-1999	3400 S AVE 7E #400	YUMA	AZ	85365
RUIZ JULIO CESAR	PO BOX 7380	YUMA	AZ	85366
BRUCE DENNIS & BRENDA	3400 S AVENUE 7E #239	YUMA	AZ	85365
B & B CHADWICK TRUST 10-29- 2020	2953 W 11TH ST	YUMA	AZ	85364
CARLSON BRIAN ARDEN & BONITA FAYE	1511 3RD ST SE APT 304	JAMESTOWN	ND	58401
JARVIS MICHAEL J & JEANINE TRUST 4-22-1998	4374 W 15TH PL	YUMA	AZ	85364
LOZANO ENRIQUE & ALEJANDRA		Yuma	AZ	85365
CROSBY GLENN A & MATILDA	2733 E 16TH ST	NATIONAL CITY	CA	91950
ETHINGTON CORY & JONNA JT	3532 W 16TH PL	YUMA	AZ	85364
JONHENRY TRUST 5-25-2021	14711 E 41ST LN	YUMA	AZ	85367
ISABELLA JOHN & TONYA ISABELLA	9779 DOMER RD	SANTEE	CA	92071
GRONBERG ROBERT & BARBARA	4820 E SILVER PINE RD	COLBERT	WA	99005
JARVIS MICHAEL J & JEANINE HARDY TRUST 4-22-1998	4374 W 15TH PL	YUMA	AZ	85364
LARSSON FAMILY TRUST MAY 23 1996	14828 E 50TH DR	YUMA	AZ	85367
SBI TRUST 4-24-2019	640 S 7TH AVE	YUMA	AZ	85364
LOKAREDDY SURENDDHER & RACHANA TRUST 10-30-1999	4379 W EL DORADO RD	YUMA	AZ	85364
TEBBE JACOB & ALLISON JO	8179 E 35TH LN	YUMA	AZ	85365
DAVENPORT TRUST 12-23-2020	7322 E 24TH LN	YUMA	AZ	85365
GAM HOLDINGS LLC	4627 RUFFNER ST	SAN DIEGO	CA	92111
VILLEGAS GUILLERMO	2554 W 16TH ST #139	YUMA	AZ	85364
HUTTON ROBERT F & DIANNE L	444 NE WINCHESTER # 28F	ROSEBURG	OR	97470
PETERSON RICHARD N	6308 DAY ST	TUJUNGA	CA	91042

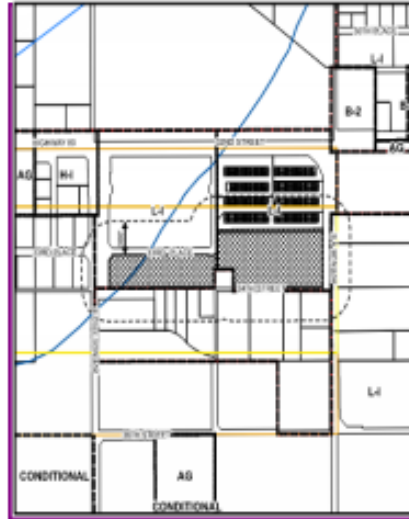
<b>SLATON ROBERT &amp; SUSAN</b>	3761 E KING RANCH DR	YUMA	AZ	85365
<b>ACS GRESHAM TRUST 11-12-2020</b>	11816 E 24TH LN	YUMA	AZ	85367
<b>WORRELL DAVID</b>	4415 W GRANGE AVE	POST FALLS	ID	83854
<b>FLORES FRANCISCO H &amp; VERONICA CPWROS</b>	3041 S BRANDING IRON CT	YUMA	AZ	85364
<b>MOODY JAMES &amp; CYNTHIA</b>	PO BOX 58	BEZANSON	AB	T0H 0G0
<b>WILDQUAILVORTEX LLC</b>	4774 E 30TH PL STE A	YUMA	AZ	85365
<b>LEE BRANDON</b>	1295 S 28TH DR	YUMA	AZ	85364
<b>SKILLMAN DELBERT ROBERT REVOCABLE TRUST 11-17-2009</b>	5707 E 32ND ST #255	YUMA	AZ	85365
<b>LOZANO ENRIQUE &amp; ALEJANDRA CPWROS</b>		Yuma	AZ	85365
<b>STANDFORD JERRY &amp; BONNIE</b>	3475 S GALAXY WY	YUMA	AZ	85365
<b>DEANDA MARK &amp; DESSA</b>	2006 KENNEDY LN	YUMA	AZ	85365
<b>INVESTMENT ALPHA LLC</b>	10712 E HENSLEY BLVD	YUMA	AZ	85367
<b>HALL DOUGLAS ROY &amp; KELLY SHERMAN</b>		PALMER	AK	99645
<b>NUNES JAMES A &amp; LEIGHANNE FAMILY LIVING TRUST 10-22-2019</b>	PO BOX 6645	SALINAS	CA	93912
<b>BOELTS FARMS AZ LLC</b>	1573 E KUNS CT	YUMA	AZ	85365
<b>DINUBILO MICHAEL L &amp; JAN K REVOCABLE FAMILY TRUST 10-2- 2014</b>	5951 E 39TH ST	YUMA	AZ	85365
<b>HUSKEY KENNETH</b>	1592 E SUNRISE LN	YUMA	AZ	85365
<b>YUMA'S INSULATION LLC</b>	8264 MOJAVE LN	YUMA	AZ	85364
<b>BLAKE GREGORY LEIGH</b>	11367 S KINGMAN AVE	YUMA	AZ	85365
<b>SOUZA SEAN GREGORY</b>	21 DAVID ST	VINEYARD HAVEN	MA	2568
<b>SCHUIT FAMILY TRUST 1-26-2007</b>	16720 WEST EDGEMONT AVE	GOODYEAR	AZ	85395

**ATTACHMENT E**  
**NEIGHBOR MAILING**

This is a request by Premier Storage Condominiums of Yuma Unit 2, LLC, for approval of the preliminary plat for the Premier Storage Condominiums of Yuma Unit 2 Subdivision, Phases IX thru XIV. This 13.65 acre commercial condominium subdivision is proposed to create 363 storage condominiums in six new buildings. The property is located at the southeast corner of Avenue 3 ¼ E and 32<sup>nd</sup> Street, Yuma, AZ.

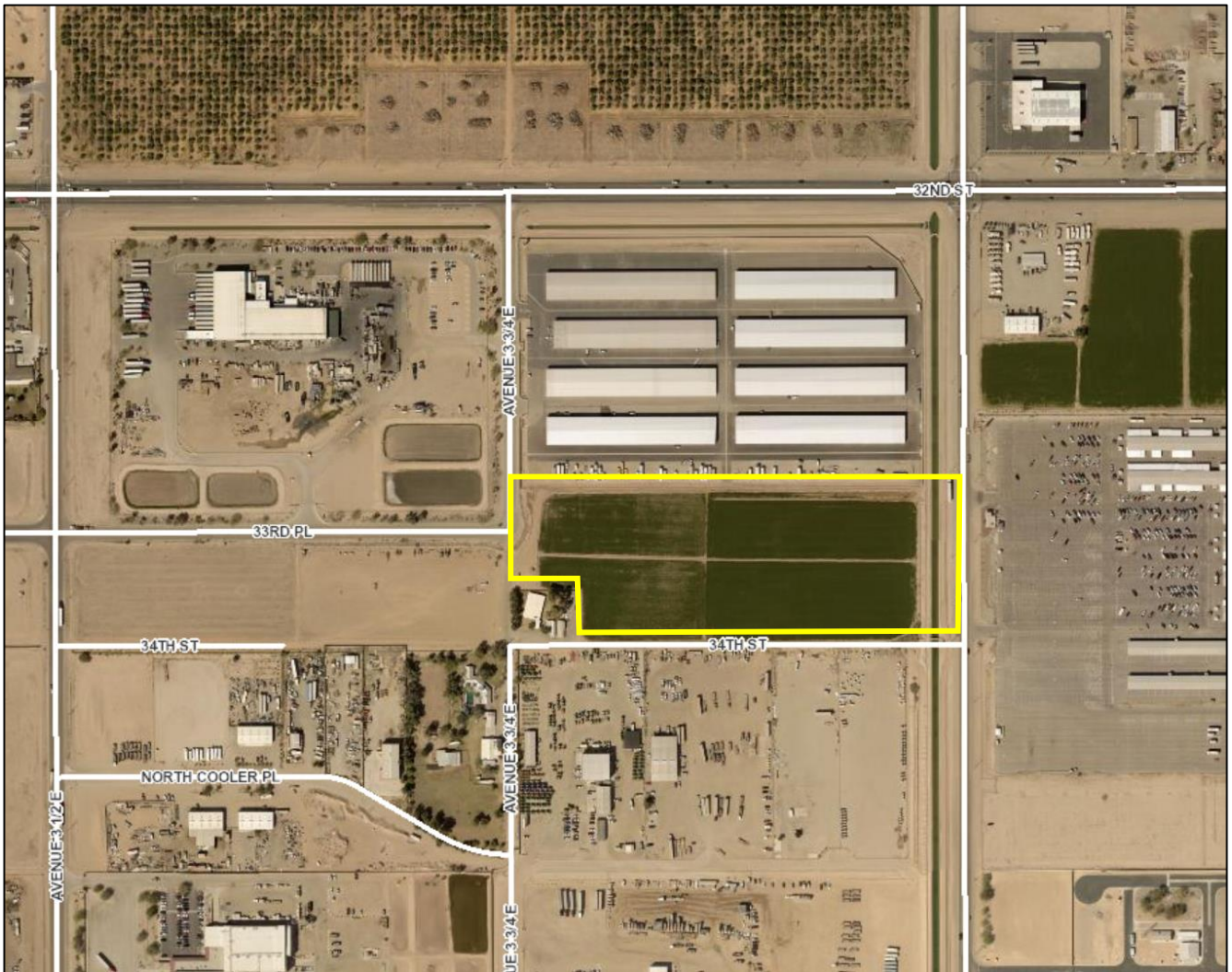
**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
SUBD-40303-2022**

**PUBLIC HEARING**  
9/12/22 @ 4:30pm  
City of Yuma Public Works  
Training Room, 155 W. 14<sup>th</sup>  
Street, Yuma, AZ.



Because you are a neighbor within 300' of the southeast corner of Avenue 3 ¼ E and 32<sup>nd</sup> Street, 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 Amelia Griffin by phone at (928) 373-5000 ext. 3034 or by email at [Amelia.Griffin@YumaAz.gov](mailto:Amelia.Griffin@YumaAz.gov)

ATTACHMENT F  
AERIAL PHOTO





PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC  
PHASES X (BUILDING 10), XII (BUILDING 12) & XIV (BUILDING 14)

A SUBDIVISION OF THE AIR SPACE OF A PORTION OF THE NE¼ OF  
SECTION 12 ALL IN T.9S., R.23W., G.&S.R.B.&M., YUMA COUNTY, ARIZONA.  
AREA = 6.5719 ACRES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:  
THAT PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC, AN ARIZONA LIMITED LIABILITY COMPANY,  
HAS THIS DAY\_\_\_\_OF \_\_\_\_\_, 2024, CAUSED A PORTION OF NE¼ OF SECTION 12, T.9S., R.23W., GILA  
AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS PLATTED HEREON TO BE SUBDIVIDED  
INTO UNITS AND PARCEL "A" UNDER THE NAME OF PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2  
LLC, PHASES X (BUILDING 10), XII (BUILDING 12), XIV (BUILDING 14) AND HEREBY DECLARES THAT THE  
ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF SAID UNITS AND  
PARCEL "A" CONSTITUTING SAID PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC, PHASES X  
(BUILDING 10), XII (BUILDING 12), XIV (BUILDING 14) AND THAT THE UNITS SHALL BE KNOWN BY THE  
NUMBER SHOWN ON SAID PLAT, AND THAT PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC,  
HEREBY DEDICATES PARCEL "A" FOR THE USE AND BENEFIT OF CURRENT AND FUTURE OWNERS AS  
COMMON ELEMENTS, THE EASEMENT DEDICATED FOR THE PURPOSE AS SHOWN HEREON AS SET FORTH IN  
THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED  
CONCURRENTLY HERewith.

IN WITNESS WHERE OF, PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC, HAS CAUSED ITS  
NAME TO BE SIGNED AS ATTESTED BY THE SIGNATURE OF ITS MANAGER, THERE TO UNDULY AUTHORIZED.

PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC

GORDON JACOBSON, MANAGER

ACKNOWLEDGEMENT

STATE OF ARIZONA }  
COUNTY OF YUMA } SS  
ON THIS \_\_\_\_DAY OF \_\_\_\_\_, 2024, BEFORE ME, THE UNDERSIGNED NOTARY,  
PERSONALLY APPEARED GORDON JACOBSON WHO ACKNOWLEDGED HIMSELF TO BE  
MANAGER OF PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC, AN ARIZONA  
LIMITED LIABILITY COMPANY, AND THAT HE AS SUCH MANAGER, BEING AUTHORIZED  
SO TO DO, EXECUTED THE FOREGOING INSTRUMENTS FOR THE PURPOSE THEREIN  
CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HIMSELF,  
AS SUCH MANAGER, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND  
OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_  
DATE

NOTARY PUBLIC

BY OWNER OF RECORD

PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC  
3265 S. AVENUE 3 3/4E  
YUMA, AZ 85364

DATE \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF ARIZONA }  
COUNTY OF YUMA } SS

THE ABOVE OWNER(S) OF RECORD ACKNOWLEDGED THIS INSTRUMENT BEFORE ME ON  
THE DATE SHOWN ABOVE

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

DATE \_\_\_\_\_



LAND SURVEYOR CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER  
OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION  
OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS  
CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING  
DECEMBER 2022; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST  
AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE  
WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS  
WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE  
SURVEY IS TRUE AND COMPLETE AS SHOWN.

REGISTERED LAND SURVEYOR NO. 40522  
RAUL GARCIA MOLINA

APPROVALS

STATE OF ARIZONA }  
COUNTY OF YUMA } SS

THIS SUBDIVISION AS SHOWN HEREON HAS BEEN APPROVED BY THE MAYOR AND THE  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA ON THIS\_\_DAY OF\_\_\_\_\_ 2024.

APPROVED \_\_\_\_\_  
CITY DEPARTMENT OF DATE  
COMMUNITY DEVELOPMENT

MAYOR \_\_\_\_\_ DATE

APPROVED \_\_\_\_\_  
CITY OF YUMA ENGINEER DATE

ATTEST \_\_\_\_\_  
CITY OF YUMA CLERK DATE

THE USE OF THE SUBDIVIDED PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS  
AND RESTRICTIONS AS RECORDED CONCURRENTLY HERewith.

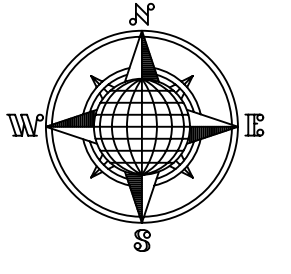
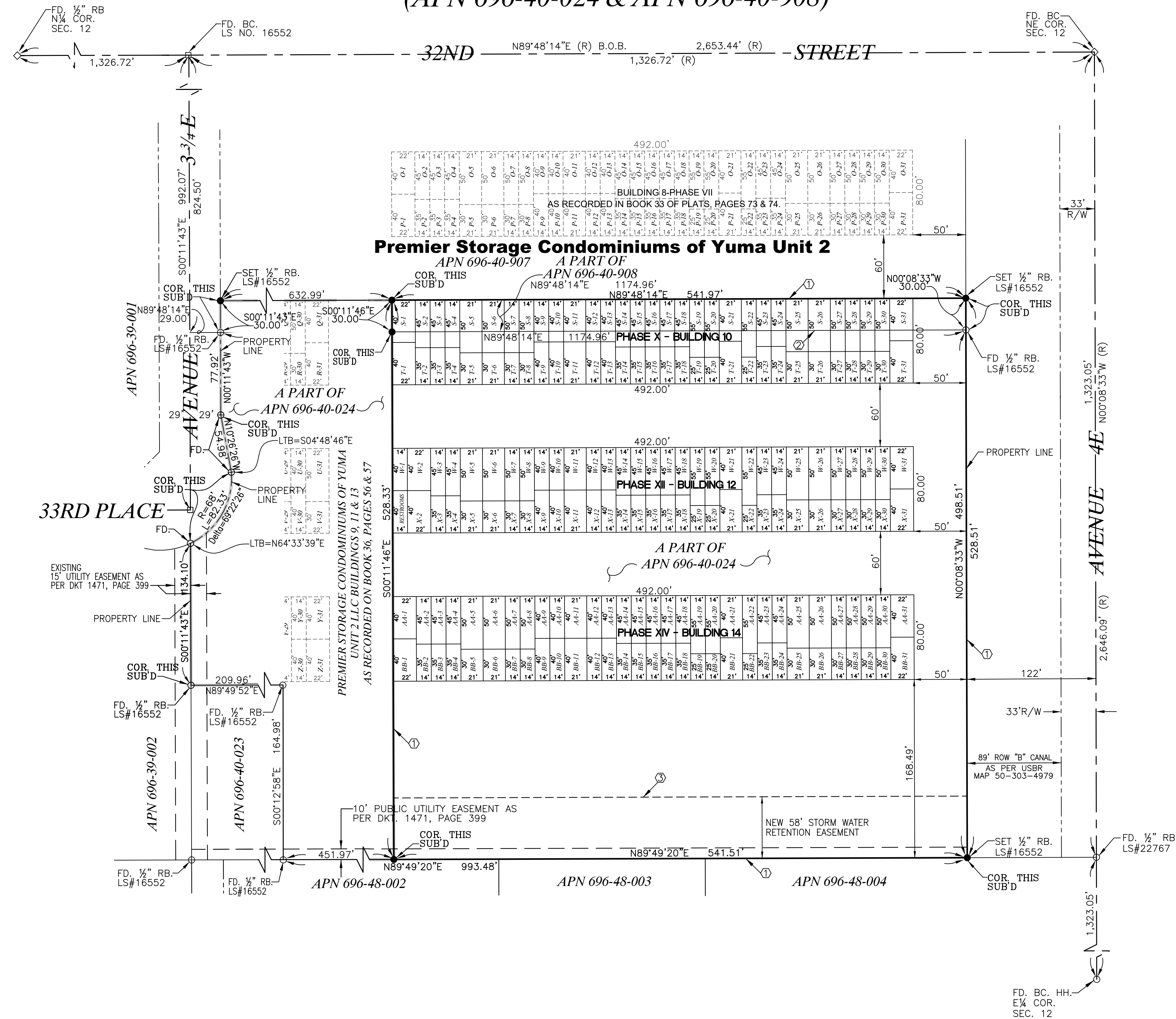
DATE: 08/2024 JOB No. 3092

PREPARED BY:  
JACOBSON ENGINEERING  
1334 S. 5TH AVENUE  
YUMA, ARIZONA 85364

# FINAL PLAT

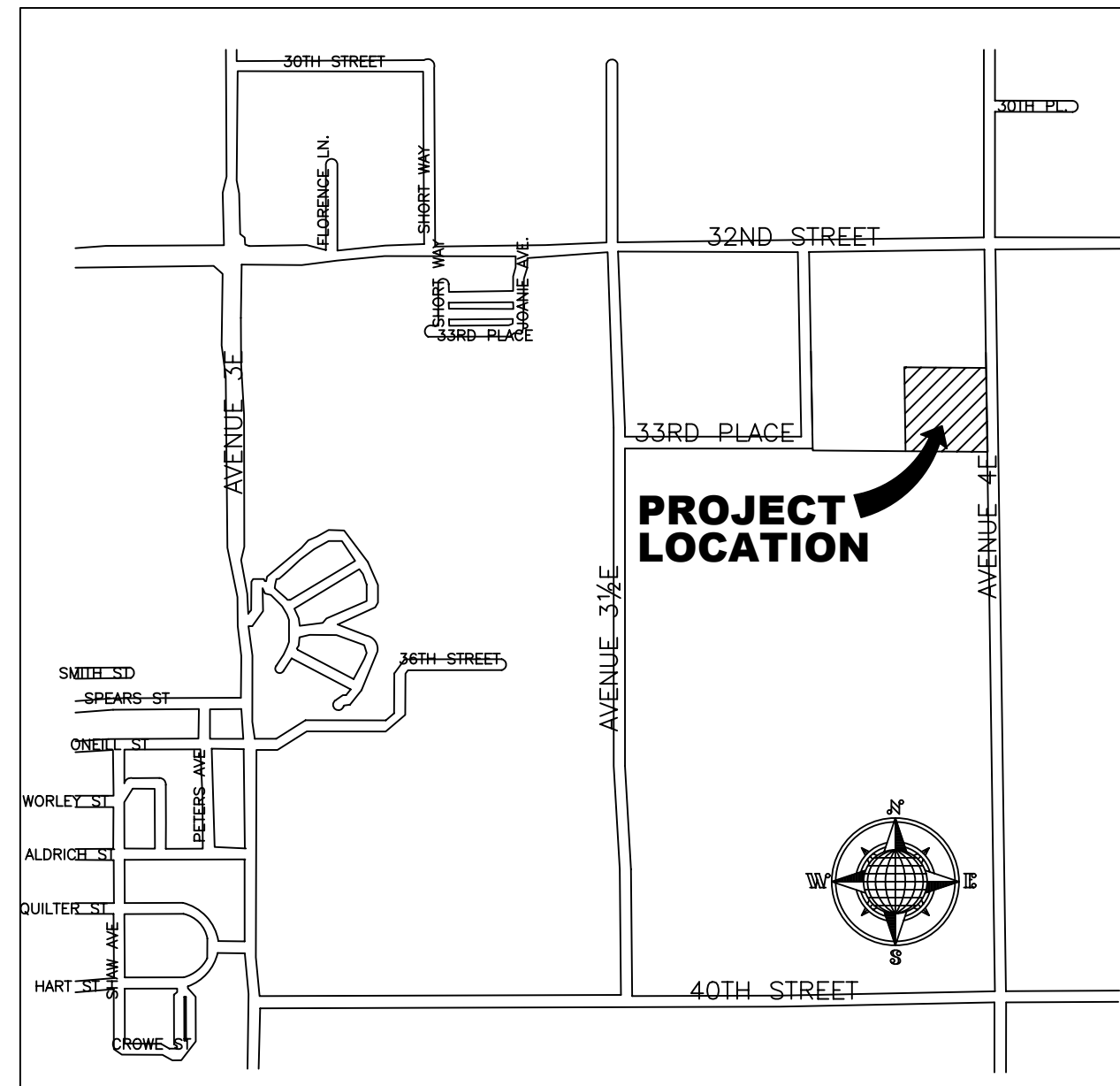
## PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC

PHASES X (BUILDING 10), XII (BUILDING 12) & XIV (BUILDING 14),  
A SUBDIVISION OF THE AIR SPACE OF A PORTION OF THE NE¼ OF  
SECTION 12 ALL IN T.9S., R.23W., G.&S.R.B.&M., YUMA COUNTY, ARIZONA.  
(APN 696-40-024 & APN 696-40-908)



SCALE : 1" = 60'

0 60 120



VICINITY MAP  
N.T.S.

### MAP NOTES

- — FOUND AS NOTED
- — SET YUMA CITY STANDARD MONUMENT NO. 4-015 OR AS NOTED
- ◇ — FOUND AS NOTED
- — — — — BOUNDARY LINE
- — — — — RIGHT OF WAY LINE
- — — — — CENTERLINE
- B.O.B. — B.O.B.—BASIS OF BEARING—THE NORTH LINE OF THE NE¼ OF SEC. 12, T.9S., R.23W., G.&S.R.B.&M. AS SHOWN ON THE G.L.O. PLAT. NAMELLY N89°48'14"E
- (M) — MEASURED.
- (R) — RECORDED.
- LTB — LOCAL TANGENT BEARING.
- RB. — REBAR.
- APN — ACCESS PARCEL NUMBER.
- ① — EXISTING PROPERTY LINE.
- ② — EXISTING PROPERTY LINE TO BE REMOVED WITHIN RECORDEATION OF THIS MAP.
- ③ — NEW DRAINAGE EASEMENT.

### GENERAL NOTES

- 1.— PHASE X INCLUDES BUILDING 10, PHASE XII BUILDING 12 & PHASE XIV BUILDING 14.
- SPACES S-1 THRU S-31, T-1 THRU T-31, W-1 THRU W-31, X-2 THRU X-31, AA-1 THRU AA-31, BB-1 THRU BB-31.

### FLOOD ZONE

- PROJECT SITE IS LOCATED WITHIN A "NO SPECIAL FLOOD HAZARD AREA" ZONE AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP# 04027IND0B AND DATED 1/16/14. "ZONE X"

### RESTRICTIVE COVENANTS

- RESTRICTIVE COVENANTS HAVE BEEN RECORDED CONCURRENTLY AND ARE PART OF THIS PLAT.

### UTILITIES

- ELECTRICAL - APS
- TELEPHONE - QWEST
- WATER - CITY OF YUMA
- SEWER - ON SITE SEPTIC TANK

### ENGINEER

JACOBSON ENGINEERING  
1334 S. 5TH AVENUE  
YUMA, ARIZONA 85364  
(928) 782-1801

### OWNER

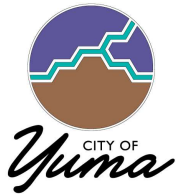
PREMIER STORAGE CONDOMINIUMS OF YUMA UNIT 2 LLC  
3265 S. AVENUE 3/4E  
YUMA, AZ 85365



DATE: 08/2024 JOB No. 3092

PREPARED BY:  
JACOBSON ENGINEERING  
1334 S. 5TH AVENUE  
YUMA, ARIZONA 85364





# City of Yuma

## City Council Report

File #: R2025-082

Agenda Date: 9/3/2025

Agenda #: 1.

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 of Improvements: Municipal Improvement District No. 130 La Vida Townhomes**

### SUMMARY RECOMMENDATION:

Order Improvements for Municipal Improvement District (MID) No. 130 to serve La Vida Townhomes, to maintain landscaping improvements within, near and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures (Landscape Improvements); declaring the Landscape Improvements to be of more than local or ordinary benefit, and that the costs of the Landscape Improvements for MID No. 130 shall be assessed upon the properties in MID No. 130 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 Svc./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. 130 and represented all of the real property owners within the MID. On August 6, 2025, City Council adopted Resolution No. R2025-079 creating MID No. 130 for

Landscape Improvements serving La Vida Townhomes Subdivision.

Following the adoption of R2025-079, 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 R2025-031 by City Council, City staff submitted the creation of MID No. 130 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. 130'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. 130'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. 130 and orders improvements for MID No. 130's Landscape Improvements serving La Vida Townhomes Subdivision.

#### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 0.00		
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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

## **RESOLUTION NO. R2025-082**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ORDERING IMPROVEMENTS FOR MUNICIPAL IMPROVEMENT DISTRICT NO. 130, SERVING LA VIDA TOWNHOMES, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF LA VIDA TOWNHOMES, AS MORE PARTICULARLY DESCRIBED IN THIS RESOLUTION, AND DECLARING THE LANDSCAPE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THE COST OF THE LANDSCAPE IMPROVEMENTS SHALL BE ASSESSED UPON MUNICIPAL IMPROVEMENT DISTRICT NO. 130; IMPROVEMENTS SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES (A.R.S.) TITLE 48, CHAPTER 4, ARTICLE 2**

WHEREAS, City Council adopted Resolution R2025-079 declaring the intention to create Maintenance Improvement District (MID) No. 130 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 La Vida Townhomes housing development;

WHEREAS, the petition to form MID No. 130 was signed by all of the real property owners within the proposed MID and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for MID No. 130 and a diagram for MID No. 130 has been presented to City Council for consideration in this declaration of intention to order MID No. 130 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. 130 serving La Vida Townhomes. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

**SECTION 2:** City Council finds the Landscape Improvements for MID No. 130 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. 130. City Council orders the cost and expense for the Landscape Improvements of MID No. 130 be chargeable upon the real and personal property within MID No. 130, as described in Exhibits A and B attached. City Council declares that MID No. 130 is benefited by the Landscape Improvements and the real and

personal properties within MID No. 130 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. 130, 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. 130 are omitted from the real and personal property of MID No. 130 and shall not be included in the assessment.

SECTION 5: In no event will the City of Yuma or any officer thereof be liable for any portion of the cost of said MID nor any delinquency of persons or property assessed.

SECTION 6: As provided in A.R.S. § 48-574(D)(2), City Council shall make annual statements and estimates of the expenses of the MID which shall be provided for by the levy and collection of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot with MID No. 130.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

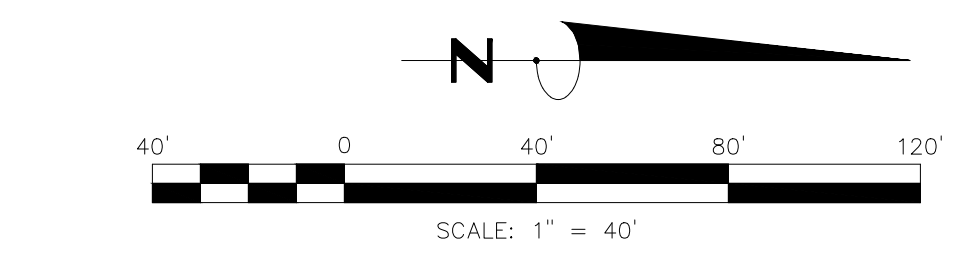
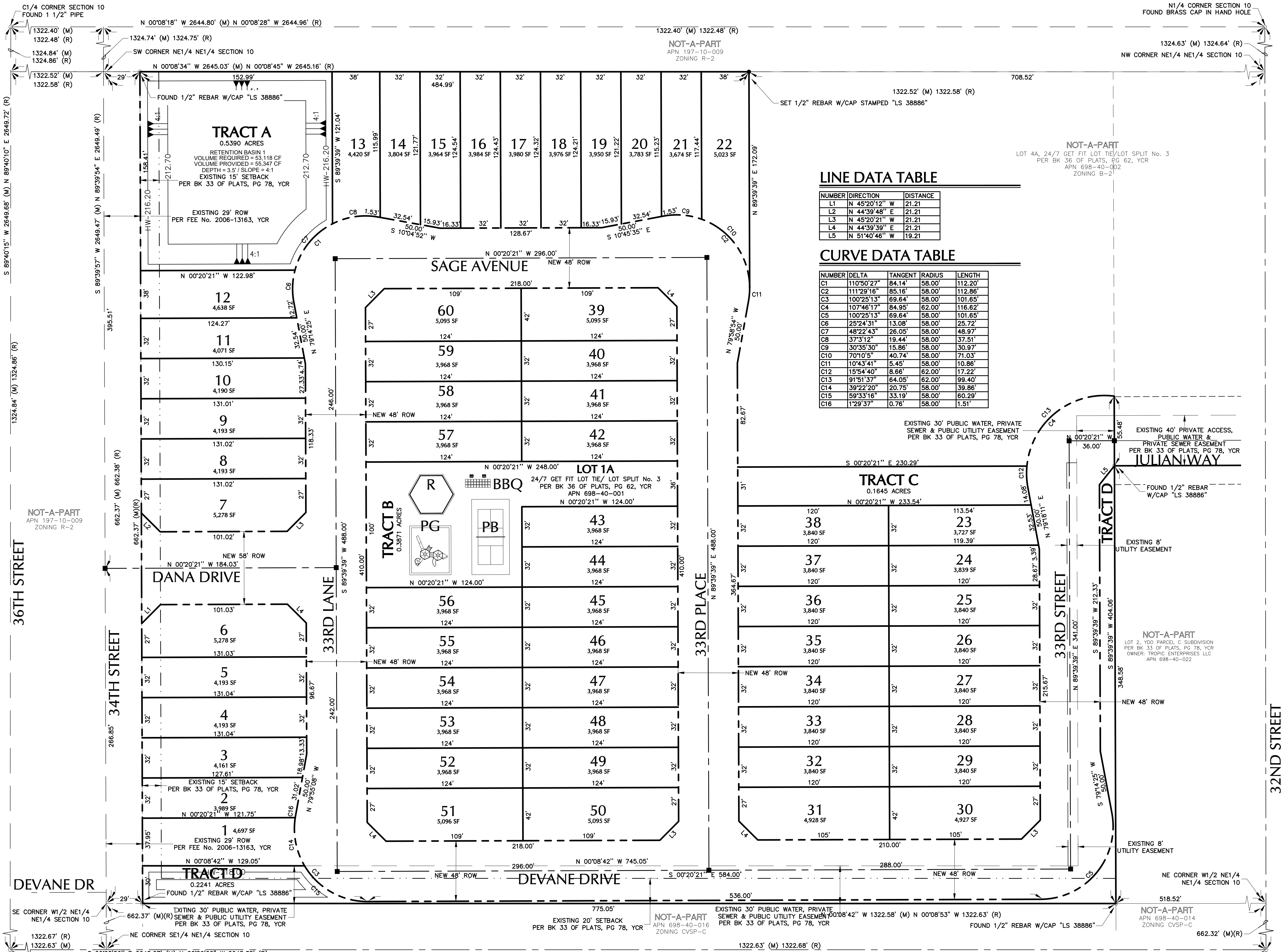
\_\_\_\_\_  
Richard W. Files  
City Attorney

**LA VIDA TOWNHOMES  
LEGAL DESCRIPTION**

Lot 1A, 24/7 GET FIT LOT TIE/LOT SPLIT No. 3, as recorded in Book 36 of Plats, Page 62, records of Yuma County, Arizona, being located in the West half of the Northeast quarter of the Northeast quarter of Section 10, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

# LA VIDA TOWNHOMES

A SUBDIVISION OF LOT 1A 24/7 GET FIT LOT TIE / LOT SPLIT No. 3, AS RECORDED IN BK 36 OF PLATS, PG 62, YUMA COUNTY RECORDS,  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 22 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA  
DATE OF PREPARATION: NOVEMBER 2024    NUMBER OF LOTS: 60    ACREAGE: 9.7382 ACRES



### LEGEND

---	CENTERLINE
---	RIGHT-OF-WAY LINE
---	SUBDIVISION BOUNDARY
---	LOT LINE
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	EXISTING MONUMENT (TYPE AS NOTED)
○	SET 1/2" REBAR WITH CAP "LS 38886"
●	NEW CITY OF YUMA STANDARD STREET MONUMENT No. 4-080
---	RIGHT-OF-WAY
---	YUMA COUNTY RECORDS
---	CITY OF YUMA
---	SUBDIVISION LOT NUMBER
---	ASSESSOR'S PARCEL NUMBER

### DEDICATION

STATE OF ARIZONA }  
COUNTY OF YUMA }  
KNOW ALL MEN BY THESE PRESENTS:  
THAT R. CARLILE ROBERTS TRUST, AS MEMBER OF YUMA DEVELOPMENT ONE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ON BEHALF OF THE LLC, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THE EAST HALF OF SECTION 10, TOWNSHIP 9 SOUTH, RANGE 22 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACT UNDER THE NAME OF "LA VIDA TOWNHOMES" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACT CONSTITUTING SAID "LA VIDA TOWNHOMES" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACT BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT. THAT YUMA DEVELOPMENT ONE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE CITY OF YUMA FOR THEIR USE AND BENEFIT. TRACT A & D IS HEREBY DEDICATED TO THE CITY OF YUMA AS A STORM WATER RETENTION BASIN. THE EASEMENTS ARE DEDICATED TO THE CITY OF YUMA FOR THE PURPOSES SHOWN HEREON. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS IS HEREBY GRANTED.

IN WITNESS WHEREOF R. CARLILE ROBERTS TRUST, AS MEMBER OF YUMA DEVELOPMENT ONE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ON BEHALF OF THE LLC, HAS CAUSED ITS COMPANY NAME TO BE SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

R. CARLILE ROBERTS, TRUSTEE

### ACKNOWLEDGMENT

STATE OF ARIZONA }  
COUNTY OF YUMA }  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED RYKER YOUNG, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF YUMA DEVELOPMENT ONE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER

IN WITNESS WHEREOF  
I HEREUNTO SET MY HAND AND OFFICIAL SEAL

### APPROVED

CITY DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF YUMA ENGINEER

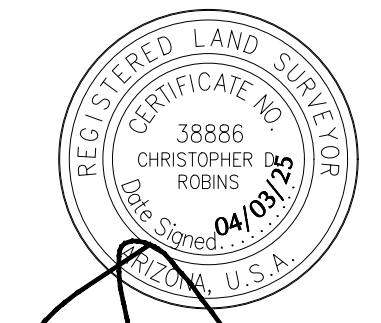
STATE OF ARIZONA }  
COUNTY OF YUMA }  
THIS SUBDIVISION, AS SHOWN HEREON, HAS BEEN APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF YUMA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

MAYOR  
ATTEST:

CITY CLERK

### LAND SURVEYOR'S CERTIFICATE

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



CHRISTOPHER D. ROBINS    RLS No. 38886

### LAND SURVEYOR

1560 S. 5th Avenue  
Yuma, AZ 85364  
Phone: (928) 819-0825  
Fax: (928) 819-0826  
www.dahlrobinson.com  
DRA Job: 24035

### OWNER

YUMA DEVELOPMENT ONE, LLC  
P.O. BOX 1417  
FORT GIBSON, OK 74434

### CURRENT ZONING

CURRENT ZONING - R-2/PUD

### BASIS OF BEARINGS

BEARINGS ARE RELATIVE TO NAD 83 ARIZONA WEST STATE PLANE COORDINATE SYSTEM AS MEASURED BY GPS KINEMATIC SURVEY AS OBSERVED CONTROL POINTS.

### FLOOD ZONE DESIGNATION

THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE X DESIGNATION. ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.  
REFERENCE - FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 04027C1565E, EFFECTIVE DATE AUGUST 28, 2008

### DRAINAGE NOTE

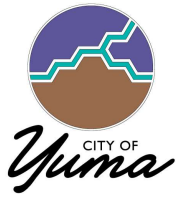
THE HYDROLOGIC DESIGN OF SUBDIVISION REQUIRES THAT EACH INDIVIDUAL LOT MAKE PROVISIONS TO RETAIN THE STORM WATER FALLING ON THAT LOT AND THE RUNOFF GENERATED FROM 1/2 OF THE ADJACENT STREET RIGHT-OF-WAY.

### RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

### SURVEYOR'S NOTE

1. ALL NEW PROPERTY CORNERS TO BE SET 1/2" REBAR WITH CAP STAMPED "LS 38886"



# City of Yuma

## City Council Report

File #: R2025-083

Agenda Date: 9/3/2025

Agenda #: 2.

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

### TITLE:

**Termination of Economic Development and Lease of Sewer Capacity Agreement**

### SUMMARY RECOMMENDATION:

Approve the termination of a 2022 Economic Development and Lease of Sewer Capacity Agreement with Dole Fresh Vegetables, Inc. (City Administration) (Jay Simonton).

### STRATEGIC OUTCOME:

This item furthers City Council's strategic outcome of Respected and Responsible.

### REPORT:

On April 13, 2022, Dole Fresh Vegetables, Inc. (Dole) and the City entered into an Economic Development and Lease of Sewer Capacity Agreement (2022 Agreement). At the time, Dole planned to invest more than \$31 million in equipment and construction at Dole's facility located at 3725 S. Avenue 3E in Yuma, Arizona (Yuma Facility). The 2022 Agreement has a term of five years and was recorded with the Yuma County Recorder (Fee # 2022-13479) pursuant to A.R.S. § 9-500.05.

In August 2022, the City paid Dole an incentive of \$26,200.00 as a Skills Training Grant under Paragraph 8 of the 2022 Agreement. However, due to their closing of the facility, Dole recently returned the \$26,200 to the City.

Upon returning the \$26,200, Dole requested an Amendment to the 2022 Agreement (1) certifying that neither Party is in default of any other obligations or duties set forth in the 2022 Agreement and (2) terminating the 2022 Agreement upon execution of the Amendment. City staff supports the Amendment sought by Dole. The 2022 Agreement is no longer beneficial after Dole closed the Yuma Facility on November 10, 2023.

This Resolution authorizes the City Administrator to execute and record the Amendment terminating the 2022 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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/26/2025

**RESOLUTION NO. R2025-083**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, APPROVING TERMINATION OF A 2022 ECONOMIC DEVELOPMENT AND LEASE OF SEWER CAPACITY AGREEMENT BETWEEN THE CITY OF YUMA AND DOLE FRESH VEGETABLES, INC.**

WHEREAS, in 2022 Dole Fresh Vegetables, Inc. (“Dole”) informed the City of Yuma (“City”) of Dole’s plan to invest more than \$31 million in equipment and construction at Dole’s facility at 3725 S. Avenue 3E in Yuma, Arizona; and,

WHEREAS, Resolution No. R2022-008 approved an Economic Development and Lease of Sewer Capacity Agreement between the City and Dole (the “2022 Agreement”); and,

WHEREAS, the 2022 Agreement has a term of five years and was recorded with the Yuma County Recorder (Fee # 2022-13479) as required by A.R.S. § 9-500.05; and,

WHEREAS, on August 25, 2023, Dole sent a letter to Arizona’s Rapid Response Coordinator (“Coordinator”) at the Arizona Department of Economic Security notifying the Coordinator of Dole’s plans to permanently close its operations in Yuma on November 10, 2023; and,

WHEREAS, Dole recently returned \$26,200.00 to the City that was paid to Dole as an incentive in August 2022 as a Skills and Training Grant under Paragraph 8 of the 2022 Agreement; and,

WHEREAS, Dole and City staff now request City Council approve an Amendment terminating the 2022 Agreement and certifying that neither Party is in default of any obligations under the 2022 Agreement.

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

SECTION 1: The City Council finds that terminating the 2022 Agreement is in the public interest of the City and would be of public benefit.

SECTION 2: The attached and incorporated amendment terminating the 2022 Agreement between the City and Dole is approved, and the City Administrator is authorized to execute and record the amendment in substantially the same form on behalf of the City.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## **CERTIFICATE OF ESTOPPEL AND TERMINATION OF ECONOMIC DEVELOPMENT AND LEASE OF SEWER CAPACITY AGREEMENT**

This is a certificate of estoppel and termination of a Economic Development and Lease of Sewer Capacity Agreement dated April 13, 2022, between Dole Fresh Vegetables, Inc., a California domicile corporation (“Dole”) and the City of Yuma (“City”), an Arizona municipal corporation (“Amendment”). Dole and the City may be referred to individually in this Amendment as a “Party” or collectively as “Parties.”

### **RECITALS**

**WHEREAS**, at the time Dole and the City entered the April 13, 2022, Economic Development and Lease of Sewer Capacity Agreement (the “2022 Agreement”), Dole planned to invest more than \$31 million in equipment and construction at its facility at 3725 S. Avenue 3E in Yuma, Arizona (“Yuma Facility”) ; and,

**WHEREAS**, Dole has not invested the full amount identified in the 2022 Agreement in the Yuma Facility, and the Parties desire to terminate the 2022 Agreement; and

**WHEREAS**, the term of the 2022 Agreement was the later of five years after the effective date or the completion of all covenants, conditions and obligations of the Parties; and,

**WHEREAS**, the 2022 Agreement was recorded with the Yuma County Recorder (Fee # 2022-13479) pursuant to A.R.S. § 9-500.05; and,

**WHEREAS**, Paragraph 23 of the 2022 Agreement allows either Party to request and receive an estoppel certificate stating the “current status of the [2022 Agreement], including whether or not, a Party is in default of any obligation”; and,

**WHEREAS**, Paragraph 35 of the 2022 Agreement allows written amendments executed by the City and Dole provided such amendments are recorded with the Yuma County Recorder; and,

**WHEREAS**, on August 25, 2023, Dole sent a WARN letter to Arizona’s Rapid Response Coordinator (“Coordinator”) at the Arizona Department of Economic Security notifying the Coordinator of Dole’s plans to permanently close its operations in Yuma on November 10, 2023; and,

**WHEREAS**, the City erroneously paid Dole \$26,200.00 in August 2022 as a Skills Training Grant under Paragraph 8 of the 2022 Agreement; and,

**WHEREAS**, Dole has agreed to return the \$26,200.00 to the City;

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained in this Amendment, the Parties agree as follows:

1. Certificate of Estoppel. Upon return of \$26,200.00 erroneously paid to Dole under Paragraph 8 of the 2022 Agreement, the City and Dole each certify that neither Party is in default of any obligation or duty set forth in the 2022 Agreement.

2. Amendment. The 2022 Agreement (Fee # 2022-13479) is amended to terminate, and all obligations arising under the 2022 Agreement will cease, upon execution of this Amendment. The City shall record this Amendment in the Official Records of Yuma County, Arizona in accordance with Paragraph 35 of the 2022 Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of \_\_\_\_ October, 2025.

**City of Yuma**, an Arizona municipal corporation

By: \_\_\_\_\_

John D. Simonton  
City Administrator

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Richard W. Files  
City Attorney

**Dole Fresh Vegetables, Inc.**, a California corporation

By:  \_\_\_\_\_

Date: 7/24/25

## ACKNOWLEDGEMENTS

State of                    )  
                                  ) ss  
County of                )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2025 by  
\_\_\_\_\_.

My commission expires:

By: \_\_\_\_\_  
Notary Public

State of Arizona        )  
                                  ) ss  
County of Yuma        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2025 by John D. Simonton, City Administrator, on behalf of the City of Yuma, an Arizona municipal corporation.

My commission expires:

By: \_\_\_\_\_  
Notary Public

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

On 07/24/2025 before me, S. Johnson, Notary Public

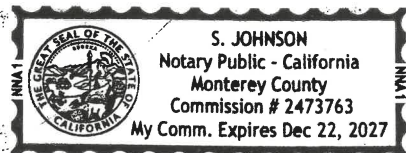
Date

Here Insert Name and Title of the Officer

personally appeared Richard L. Jacobs

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Cert. of Estoppel & Termination of Lease of Sewer cap. agmt.

Document Date: \_\_\_\_\_ Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Richard L. Jacobs

☒ Corporate Officer – Title(s): VP & Div. General Counsel

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: Dole Fresh

Vegetables, Inc.

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

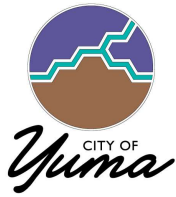
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# City of Yuma

## City Council Report

File #: R2025-086

Agenda Date: 9/3/2025

Agenda #: 3.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Planning & Neighborhood Svc	<input type="checkbox"/> Safe & Prosperous	<input type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input 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
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Development Agreement: Juniper Tree Academy**

### SUMMARY RECOMMENDATION:

Authorize a Development Agreement with Juniper Tree Academy dba Desert View Academy for property located at the southeast corner of Avenue C and 16<sup>th</sup> Street. (City Administration) (Jay Simonton)

### STRATEGIC OUTCOME:

This agenda item furthers City Council's strategic outcome of Safe and Prosperous as the approval of this Development Agreement will alleviate traffic concerns at 16<sup>th</sup> Street and Avenue C before and after school hours.

### REPORT:

Planning and Neighborhood Service and Engineering have met with the principals of Juniper Tree Academy concerning their desire to construct Desert View Middle School west of and adjacent to the existing Desert View Academy site.

After many constructive discussions, the parties have reached an agreement that is anticipated to reduce lines of traffic along 16<sup>th</sup> Street and Avenue C.

Approval of this resolution authorizes the City to enter into and record the attached Development Agreement which includes current and future traffic plans, construction of a median that will limit traffic stacking on 16<sup>th</sup> Street, and the dedication of additional right-of-way for a possible future extension of the right turn lane from Avenue C onto 16<sup>th</sup> Street to the east. Additionally, the proposed Development Agreement establishes gating protocols, and an ability for the parties to explore additional solutions if these measures do not result in better traffic flow.

### FISCAL REQUIREMENTS:

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

TOTAL	\$ 0.00	-

**FISCAL IMPACT STATEMENT:**

None.

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/26/2025



**RESOLUTION NO. R2025-086**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH JUNIPER TREE ACADEMY FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF 16th STREET AND AVENUE C**

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; and,

WHEREAS, Juniper Tree Academy (Owner) owns certain real property identified as Parcel B1 and B2 of the D.S. Phillips Farms, LLC Lot Split (the Property) at the southeast corner of 16<sup>th</sup> Street and Avenue C; and,

WHEREAS, Owner currently operates Desert View Academy on the eastmost parcel and intends to construct and operate the Desert View Middle School west of and adjacent to the Desert View Academy in the future; 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, both the City and the Property Owner desire certain assurances and commitments prior to the construction of a second school in the area.

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

SECTION 1: The Development Agreement between Juniper Tree Academy 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 Development Agreement on behalf of the City of Yuma and to record the Development Agreement in the Official Records of the Yuma County Recorder.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## **DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”), made and entered into pursuant to A.R.S. § 9-500.05, is by and between Juniper Tree Academy, an Arizona non-profit corporation, (“Owner”) 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, Owner owns real property located at the southeast corner of Avenue C and 16<sup>th</sup>, legally described and depicted in the attached Exhibit 1 (the “Property”);

WHEREAS, the Property is split into Parcel B1 (APN 664-33-219), consisting of approximately 12.33 acres, and Parcel B2 (APN 664-33-220), consisting of approximately 6.67 acres;

WHEREAS, in 2015, Owner opened a charter elementary school campus on Parcel B1 featuring a 55,000 square-foot building with capacity to serve approximately 900 students (“Desert View Academy”);

WHEREAS, Owner seeks to open a new charter middle school campus on Parcel B2 featuring a 31,067 square-foot building with capacity to serve approximately 500 students (“Desert View Middle School”);

WHEREAS, the City adopted its General Plan in 2022, and Owner’s 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;

WHEREAS, the Property is zoned R-1-6 which allows public and private elementary and secondary schools as a permitted use;

WHEREAS, Desert View Academy contributes to significant traffic congestion on Avenue C and 16th Street at the start and end of its school day, which the Parties seek to resolve;

WHEREAS, for safety reasons, the City may control the direction of traffic on 16th Street and Avenue C accessing the Property so long as such access is not unreasonable, which may require the installation of raised medians preventing left-hand turns into the Property;

WHEREAS, to enhance public safety and reduce traffic congestion on Avenue C and 16th Street, and in effort to avoid a requirement by the City that the Owner install a raised median on 16th Street preventing left-hand turns into the Property, the City and Owner have developed a traffic safety plan while only Desert View Academy operates on the Property (the “Current Traffic Safety Plan”) attached as Exhibit 2; and

WHEREAS, to maintain public safety and mitigate future traffic congestion on Avenue C and 16th Street, and in effort to avoid a requirement by the City that the Owner install a raised median on 16th Street preventing left-hand turns into the Property, City and Owner have developed a future traffic safety plan to be implemented after Owner opens Desert View Middle School on the Property (the “Future Traffic Safety Plan”) attached as Exhibit 3; and,

WHEREAS, after developing the Current Traffic Safety Plan and the Future Traffic Safety Plan, the Parties developed Exhibits 5 and 6 to supplement (or modify when in conflict with) Exhibits 1, 2, and 3.

NOW THEREFORE, in consideration of the above recitals, and provided Parcel B1 or Parcel B2 is being used as a school facility, the Parties covenant and agree as follows:

1. Adherence to Traffic Safety Plans. Prior to opening Desert View Middle School on the Property, Owner agrees to adhere to the Current Traffic Safety Plan, except as modified by Exhibits 5 or 6. After opening Desert View Middle School on the Property, Owner agrees to adhere to the Future Traffic Safety Plan, except as modified by Exhibits 5 or 6. If any of the traffic metrics identified in Exhibit 4 are satisfied and have not been remedied by adjusting the gate locations as described in Paragraph 4 below, then Owner shall adjust school start and stop times for Desert View Middle School and Desert View Academy to be different from neighboring schools at the start of the next semester. The City acknowledges and agrees that the Desert View Middle School and the Desert View Academy may, from time to time, have a special event, the staging of which may impact the traffic flow patterns then in effect; in such circumstances, Owner agrees to take commercially reasonable efforts to mitigate a prolonged disturbance to the traffic flow patterns.
2. Ingress into the Property. Under the Current Traffic Safety Plan, vehicle ingress into the Property shall be located on 16th Street at the 37th Avenue alignment (“Primary Ingress”). Under the Future Traffic Safety Plan, in addition to the Primary Ingress, a secondary vehicle ingress point shall be located on 16th Street at the northeast corner of Parcel B2 (“Secondary Ingress”). Use of the Secondary Ingress shall be limited to carpool vehicles and guest car access for Desert View Middle School. Owner shall issue windshield tags (or other acceptable identification methods) to carpool vehicles utilizing the Secondary Ingress. Owner at Owner’s sole cost will design, and with the City Engineer’s approval of the design, restripe and install a median on 16<sup>th</sup> Street east of the existing Primary Ingress consistent with Exhibit 6. As presently configured and planned, 16th Street allows westbound traffic to make a lefthand turn into the Primary Ingress and Secondary Ingress entering the Property. If necessary to preserve public safety, the City may, in its sole discretion, place a raised median on 16th Street eliminating lefthand turns into the Primary Ingress or Secondary Ingress entering the Property.
3. Egress from the Property. Under the Current Traffic Safety Plan, vehicle egress from the Property shall be located on 16th Street at the 37th Avenue alignment (“16th Street Primary Egress”) and on Avenue C near the southwest corner of Parcel B2 (“Avenue C Egress”). Under the Future Traffic Safety Plan, in addition to the 16th Street Primary Egress and Avenue C Egress, vehicle egress shall also be located on 16th Street at the northeast corner of Parcel B2 (“16th Street Secondary Egress”). All egress from the Property shall be right-turn only egress. As depicted in Exhibit 5 (and notwithstanding the depiction in Exhibit 3), Owner will install gated driveway connections between the existing parking lot for Desert View Academy and the new Desert View Middle School parking lot. The Desert View Middle School parking lot is intended for use by carpool vehicles and guest car access, but the lot may also be used for general traffic overflow through the gated driveway connections unless the City objects. Owner shall dedicate additional right-of-way of 15.5 feet by 180 feet on the west property line of Parcel B2 as shown on Exhibit 5. The City shall bear the cost of design and construction associated with extending the right turn lane should it become necessary.
4. Traffic Gates. Owner will install three gates (Gate #1, Gate #2 and Gate #3) at the positions shown in Exhibit 6. If the Current Traffic Safety Plan and the Future Traffic Safety Plan prevent all the traffic metrics identified in Exhibit 4 from occurring, Owner may use Gate #1 as the operative gate for implementing Owner’s applicable traffic plan. Owner shall ensure all gates are open at least thirty minutes prior to the start of each school day and at least ten minutes prior to the end of each school day. If, however, any of the metrics identified in Exhibit 4 occurs for fifty percent of school days for three consecutive weeks, Owner shall treat Gate #2 as the operative gate for implementing Owner’s traffic plan. In this scenario, Owner shall open Gate #1 at least thirty minutes prior to opening Gate #2, which shall be open by the time required above. If, while

Owner is utilizing Gate #2 as the operative gate, any of the metrics identified in Exhibit 4 occurs for fifty percent of school days for three consecutive weeks, Owner shall treat Gate #3 as the operative gate for implementing Owner's traffic plan. Under this scenario, Owner shall open Gate #1 at least one hour before and Gate #2 at least thirty minutes before opening Gate #3, which shall be open by the time required above. If any of the traffic metrics identified in Exhibit 4 occur while Owner is using Gate #3 as the operative gate for implementing Owner's traffic plan, then Owner will evaluate additional traffic mitigation measures with City and implement the traffic mitigation measure of adjusting school start times identified in Paragraph 1.

5. Buses. Owner shall provide bus routes with a capacity of transporting up to eighteen percent (18%) of enrolled students to and from school each school day. Owner further covenants and agrees to take commercially reasonable steps to ensure that within the school year said eighteen percent (18%) of students utilize the bus transportation to the Property.

6. Development Fees and Water and Sewer Charges. The Parties acknowledge that pursuant to A.R.S. § 9-500.18, a charter school is exempt from development fees, other than fees assessed or collected for streets and water and sewer utility functions. Owner is responsible for payment of all water and sewer capacity and connection charges, water meter and establishment charges, water system development charges, sanitary sewer interceptor charges, payback agreement charges (if any) and applicable taxes. The only City of Yuma Development Fees applicable to the Property when used as a charter school shall be the Streets Facilities Development Fees at the rate in effect at the time a building permit is issued for the new building on Parcel B2. Monthly water and sanitary sewer service charges shall be paid in accordance with and governed by the City of Yuma Utility Regulations as amended from time-to-time.

7. Non-Access Easement Breaks. Parcel B2 is subject to a non-access easement benefitting the City along Avenue C. The City hereby agrees to a break in the non-access easement for the Avenue C Egress location for the term of this Agreement. The Parties further agree to a second break in the non-access easement along Avenue C near the midpoint of Parcel B2 ("Secondary Non-access Easement Break") as depicted in Exhibit 3. The Secondary Non-access Easement Break shall be limited to fire and emergency vehicle traffic.

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

To Owner:  
Richard Ogston  
3777 W 16th Street  
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 received in good and available funds by the intended payee.

9. Successors and Assigns. All 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. § 9-500.05(D), and will run with the land.

10. Miscellaneous.

10.1 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, 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 10.1.

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

10.3 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. This Agreement supersedes and replaces the Prior Agreement.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

10.9 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.

10.10 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, ("Effective Date").

**CITY:**  
CITY OF YUMA

**OWNER:**  
JUNIPER TREE ACADEMY

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

By \_\_\_\_\_  
Richard Ogston  
President

Attested:

Approved as to Form:

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

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

### ACKNOWLEDGEMENTS

State of Arizona       )  
                                  ) ss  
County of Yuma        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Richard Ogston, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the attached document.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRATION:

\_\_\_\_\_

State of Arizona        )  
                                  ) ss  
County of Yuma        )

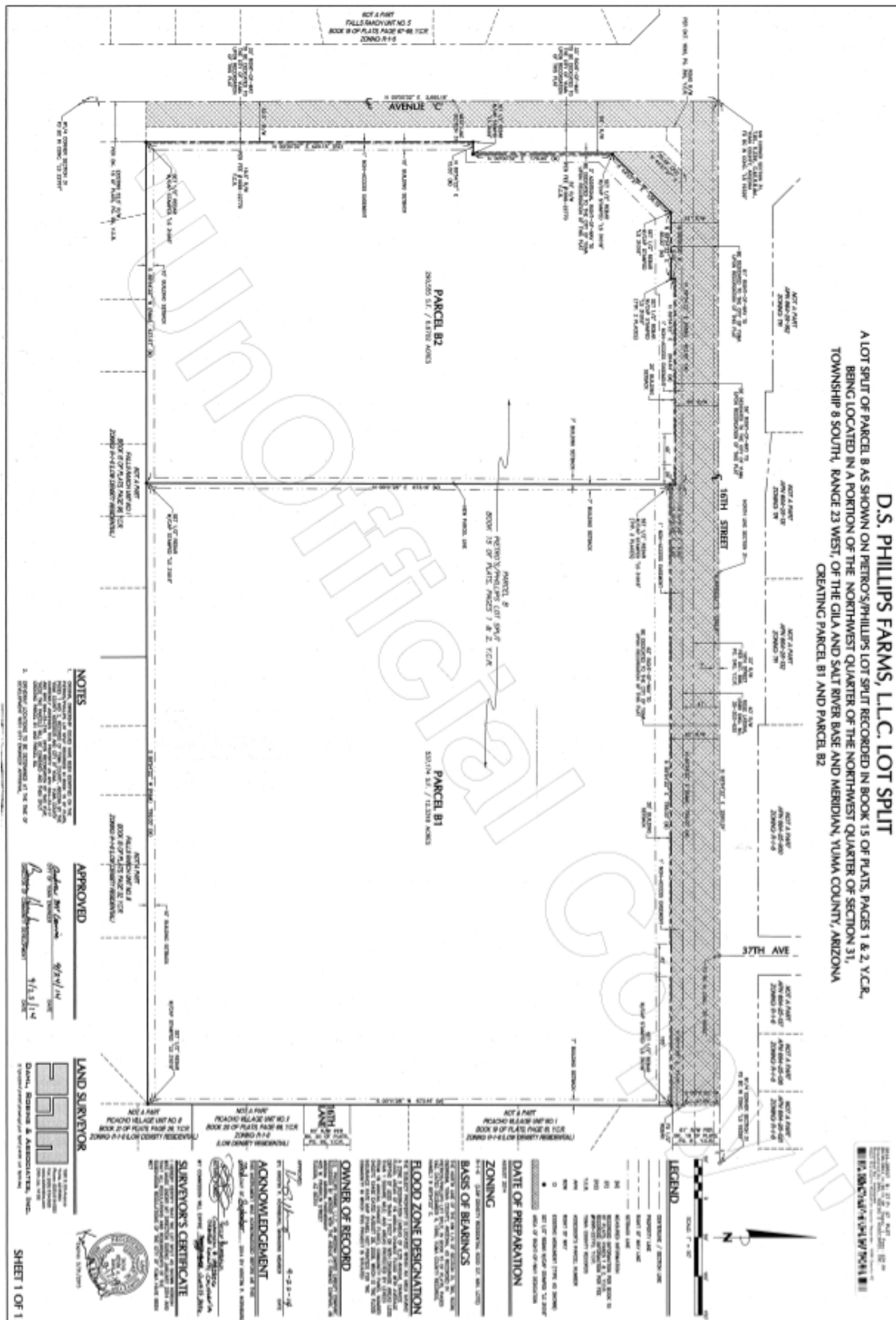
On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared John D. Simonton, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the attached document.

\_\_\_\_\_  
NOTARY PUBLIC

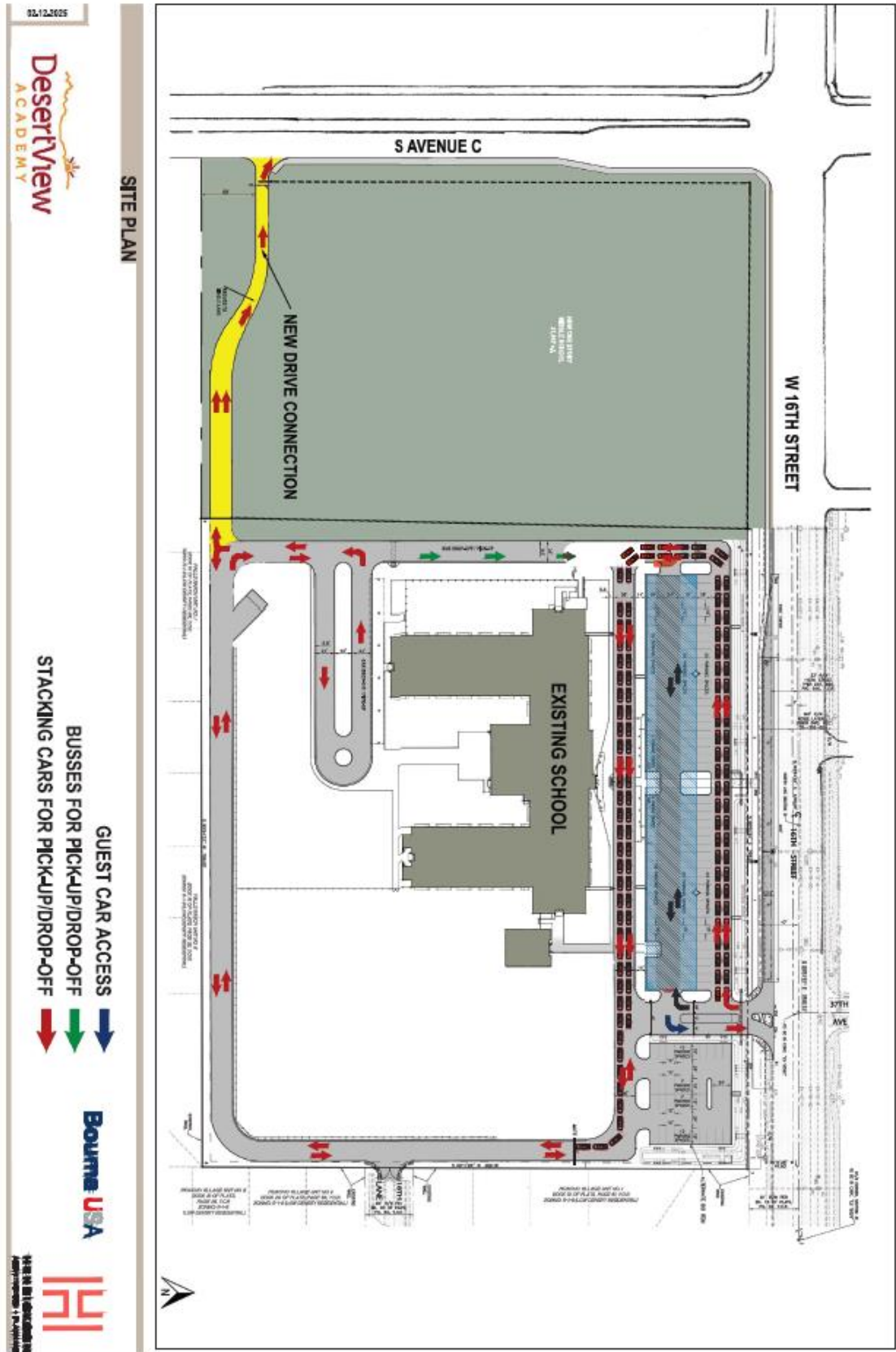
COMMISSION EXPIRATION:



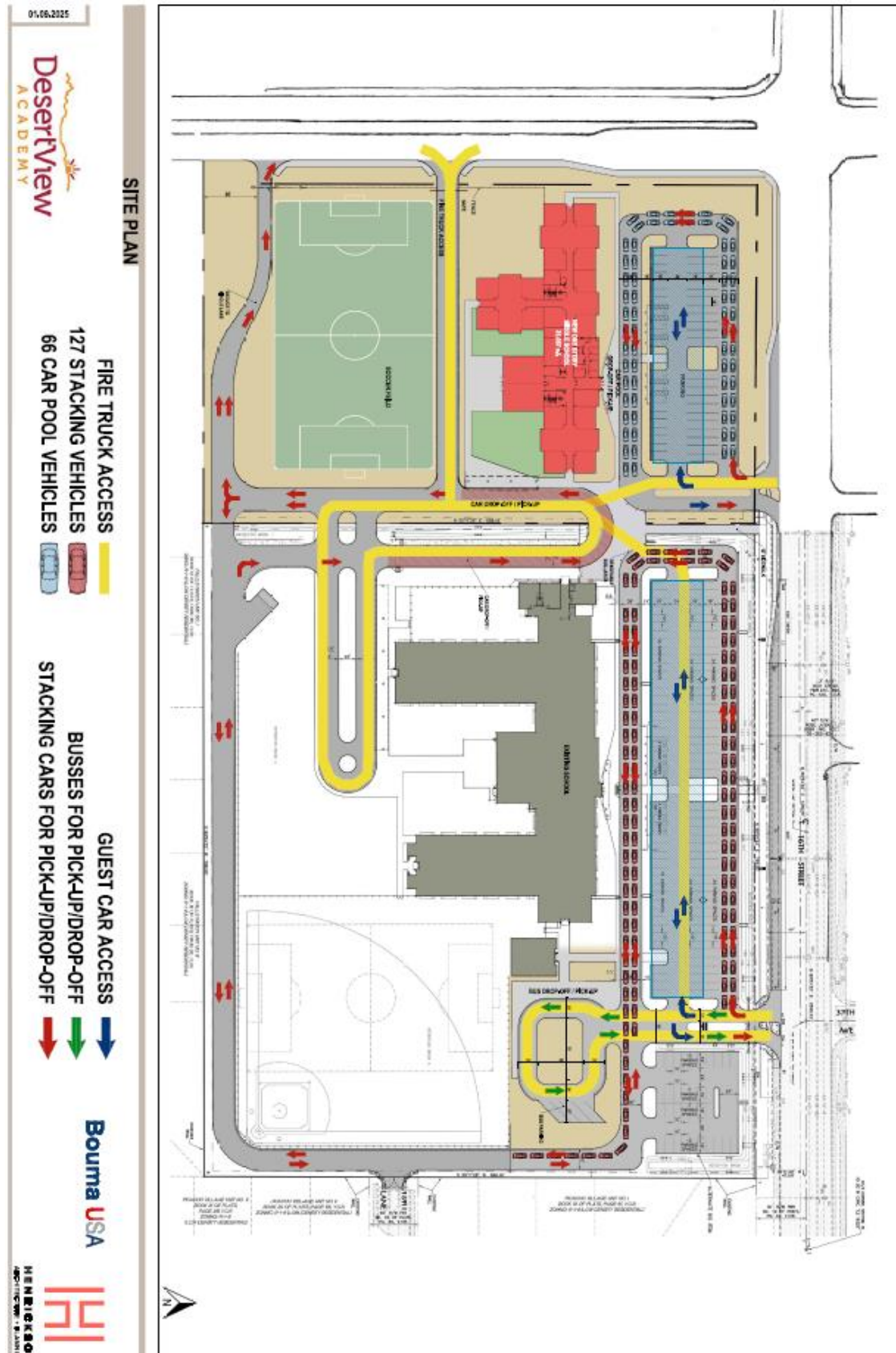
Recorded with Yuma County Recorder 9/25/2014; Fee No. 2014-20537



**Exhibit 2**  
Current Traffic Safety Plan



### Exhibit 3 Future Traffic Safety Plan

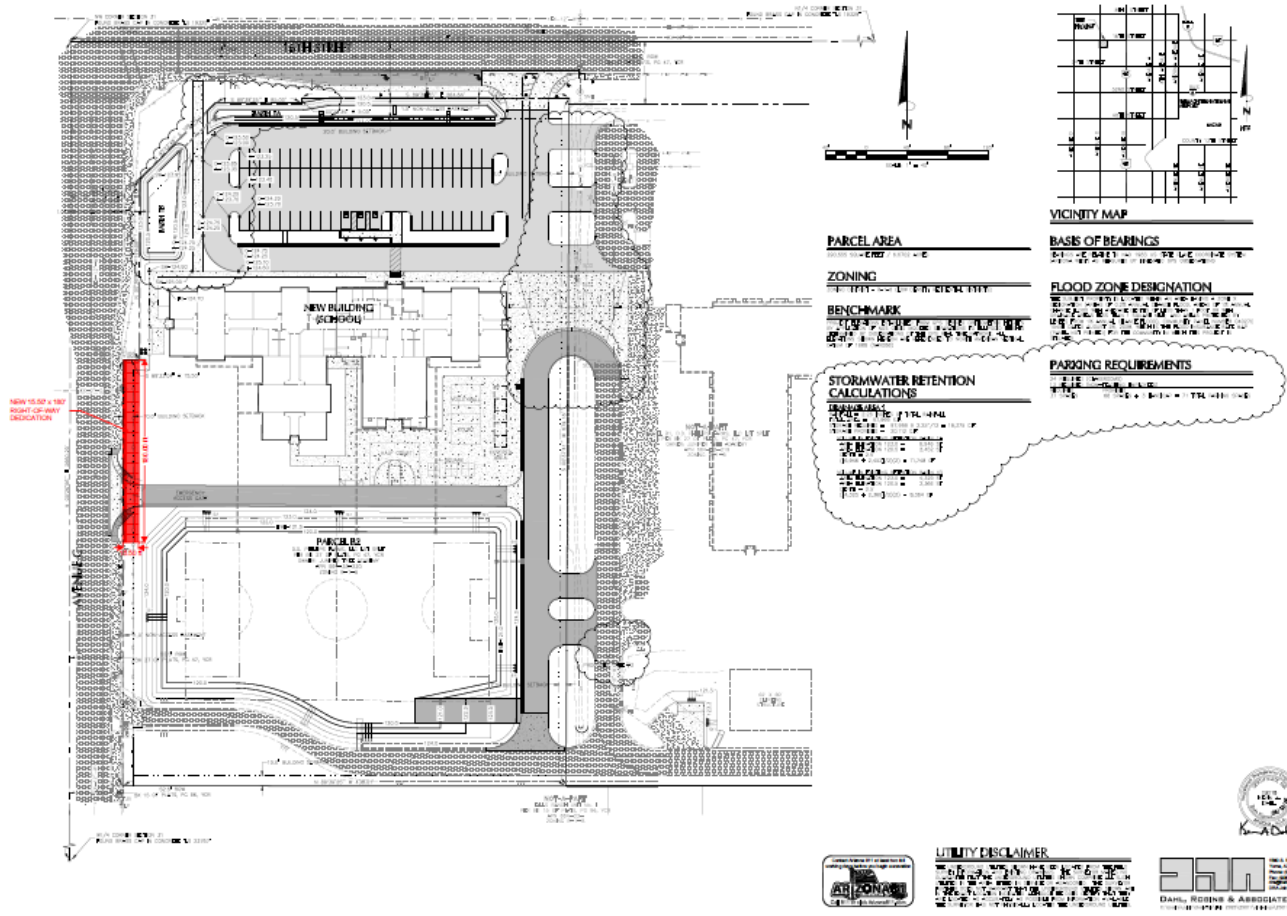


## **Exhibit 4**

The City may declare either traffic plan inadequate if any of the following traffic metrics are satisfied:

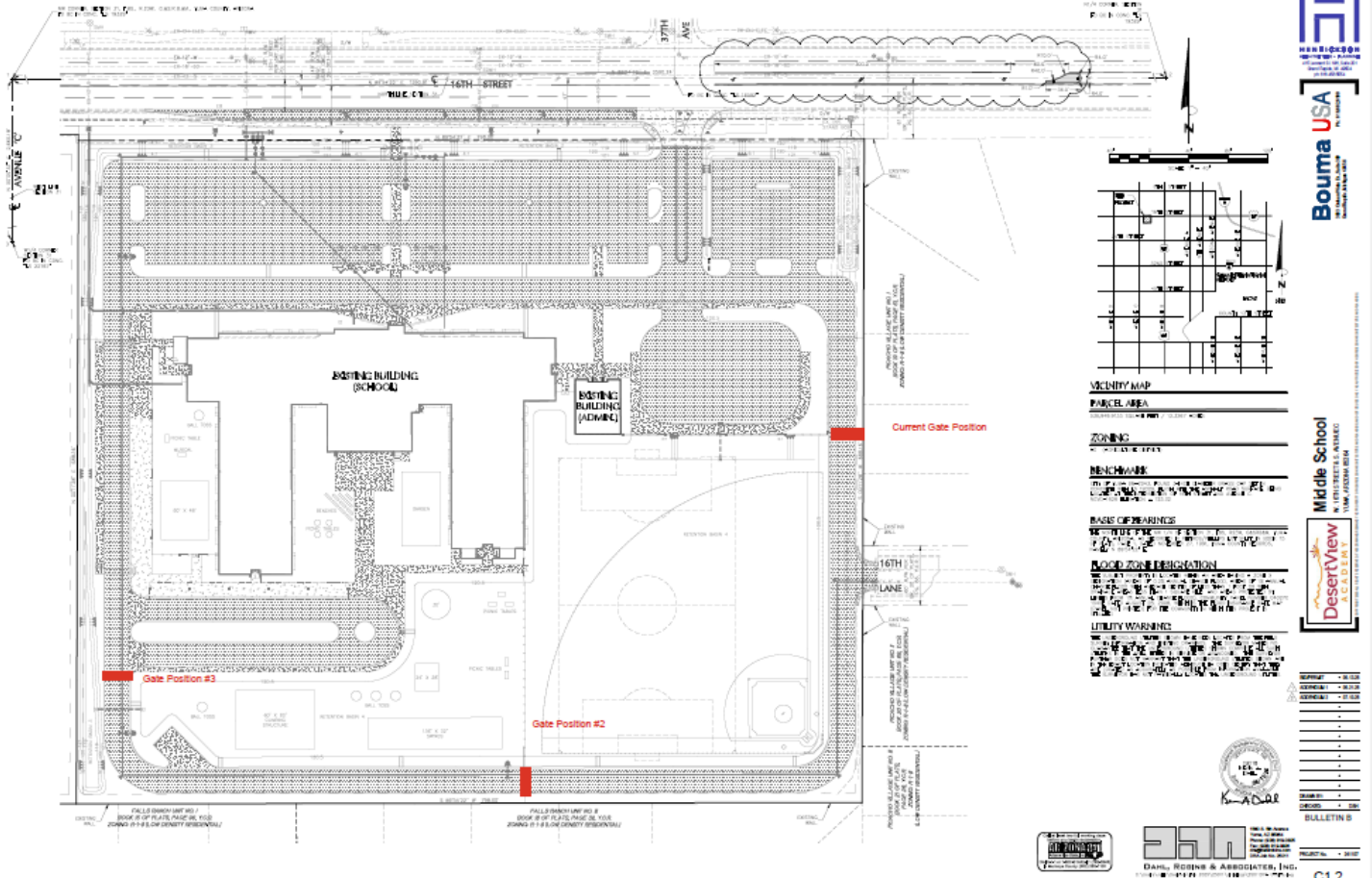
1. The eastbound right-turn queue in the eastbound right-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, extends into the approaching southernmost eastbound through lane for more than five (5) minutes at any time.
2. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, extends into the approaching southernmost westbound through lane for more than five (5) minutes at any time.
3. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds twenty (20) stopped vehicles for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.
4. The westbound left-turn vehicle queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds 400 feet for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.
5. The westbound left-turn queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds forty (40) stopped vehicles for a total of more than five (5) minutes within either one (1) school arrival period or one (1) school dismissal period.
6. The westbound left-turn vehicle queue in the westbound left-turn-lane on 16th Street into the Desert View Academy entrance that aligns with 37th Avenue, exceeds 600 feet for a total of more than five (5) minutes within either the school arrival period or the school dismissal period.

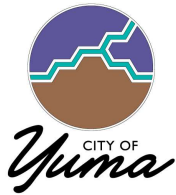
# Exhibit 5





# Exhibit 6





# City of Yuma

## City Council Report

File #: O2025-029

Agenda Date: 8/6/2025

Agenda #: 1.

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 type="checkbox"/> Resolution <input type="checkbox"/> Ordinance - Introduction <input checked="" type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing

### TITLE:

**Right-of-Way Vacation - 48<sup>th</sup> Street**

### SUMMARY RECOMMENDATION:

Authorize the vacation of 48<sup>th</sup> Street (County 13<sup>th</sup> Street) right-of-way to Kerley Investments of Yuma, LLC, an Arizona limited liability company. (Engineering/ Development) (David Wostenberg)

### STRATEGIC OUTCOME:

Vacating unused right-of-way and returning it to private development aligns with City Council's Respected and Responsible strategic outcomes.

### REPORT:

48th Street between the "A" Canal & Avenue 6E was called out in the 2005/2007 Major Roadways Plan as a minor arterial street with 50 feet half-width right-of-way. The 48th Street north half right-of-way along the north property frontage of Assessor's Parcel Number (APN) 197-17-014 was requested in 2006/2007 pre-development meetings. The property owner then dedicated the 48th Street right-of-way to Yuma County in a quitclaim deed a few months later. The City of Yuma annexed the right-of-way the following year.

The 2014 City of Yuma Transportation Master Plan then reduced 48th Street from a minor arterial street to a collector street with 40 feet half-width right-of-way.

Sean Kerley from Kerley Homes of Yuma, LLC an Arizona limited liability company (Developer), and Kerley Investments of Yuma, LLC an Arizona limited liability company (adjacent property owner), is requesting the City return the unused portion of the 48th Street right-of-way.

The City has determined that there is no public use to the property as the need for the additional street right-of-way was eliminated with the updated 2014 City of Yuma Transportation Master Plan and should be vacated under Arizona Revised Statute (A.R.S.) § 28-7215(B), which allows a municipality to vacate a right-of-way without compensation if the right-of-way is no longer needed for public use or has no market value.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 100.00	BUDGETED:	\$ 100.00
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

FY25 City Engineering Budget		
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: Jennifer Reichelt for John D. Simonton	Date: 07/24/2025
Reviewed by City Attorney: Richard W. Files	Date: 07/21/2025



**ORDINANCE NO. O2025-029**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, VACATING THE DESCRIBED RIGHT-OF-WAY, DECLARING THE RIGHT-OF-WAY SURPLUS AND OF GREATER VALUE TO THE CITY WHEN DEVELOPED AS PART OF A SUBDIVISION, AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR TRANSFER OF THE VACATED PROPERTY TO THE ABUTTING LANDOWNER**

WHEREAS, the City of Yuma 2005/2007 Major Roadways Plan (MRP) included 48<sup>th</sup> Street as a designated minor arterial street at this location with a 50-foot half width; and,

WHEREAS, on September 6, 2007, Jakolin, LLC recorded a quitclaim deed to Yuma County dedicating the North 50 feet of 48<sup>th</sup> Street right-of-way as Fee #2007-31250 in the Office of the Yuma County Recorder; and,

WHEREAS, on November 19, 2008, the City of Yuma annexed the right-of-way into the City of Yuma municipal boundaries; and,

WHEREAS, the 2014 City of Yuma Master Transportation Plan downgraded 48<sup>th</sup> Street from a minor arterial to a collector street requiring only a 40-foot half width south of the proposed Villa Serena Phase Two subdivision, resulting in 15,133.866 square feet of surplus right-of-way the City would have to maintain; and,

WHEREAS, Sean Kerley, of Kerley Homes of Yuma, LLC (developer) and Kerley Investments of Yuma, LLC, the abutting property owner, have requested the City of Yuma return portions of the 10 feet of right-of-way on the north side of 48<sup>th</sup> Street thereby reducing the existing north half right-of-way from 50 feet to 40 feet in order to develop the abutting vacant property with a proposed subdivision (Villa Serena Phase II); and,

WHEREAS, the property being vacated was originally dedicated from the abutting property to the north where Kerley Homes of Yuma intends to develop Villa Serena Phase II; and,

WHEREAS, Arizona Revised Statutes A.R.S. 28-7215(B) allows a municipality to vacate right-of-way without compensation if the right-of-way is no longer needed for public use or has no market value; and,

WHEREAS, the City Council may take into consideration fragmentation, marketability, and any other public benefit received by the governing body in return for the abandoned roadway; and,

WHEREAS, the surplus 48<sup>th</sup> Street right-of-way is currently undeveloped along the abutting property, and will not be utilized in the final construction of a collector standard street as called for in the 2014 City of Yuma Transportation Master Plan; and,

WHEREAS, City of Yuma staff has determined that there is no public use or market value for the subject right-of-way which would otherwise incur maintenance and liability, and a better use of the surplus property will be to quitclaim the property for development as part of the proposed new subdivision.

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

SECTION 1: The right-of-way described in the attached and incorporated Exhibit 1 (quitclaim deed) is declared surplus for City use and upon recordation of the quitclaim deed in substantially the same form, the described right-of-way shall be deemed vacated with title vesting in the abutting property owner.

SECTION 2: At the owner's expense, the abutting property owner shall prepare a lot-tie or subdivision plat that will combine the vacated right-of-way with the abutting lot of record to create contiguous parcels, and upon review and approval by City of Yuma in accordance with all Yuma Codes, shall be recorded with the Yuma County Recorder at the abutting property owner's expense.

SECTION 3: The following conditions must be completed in order for the right-of-way abandonment 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 shall prepare a Lot Tie or Subdivision plat that will combine the vacated 48<sup>th</sup> Street right-of-way with the adjacent lot of record to create contiguous parcels. The Lot Tie or Subdivision plat shall be reviewed and approved by the City of Yuma prior to recording.
3. The quitclaim deed from City of Yuma granting the vacated right-of-way to the adjacent Property Owner shall be recorded immediately prior to the Lot Tie or Subdivision plat combining the vacated 48<sup>th</sup> Street right-of-way with the lots of record in the appropriate sequence.
4. The Owner/Developer shall pay such additional utility and development fees as may be appropriate, as a result of the requested action.

SECTION 4: The conditions listed above shall be completed within one hundred and eighty (180) days of the effective date of this ordinance. In the event the conditions are not completed within this time frame, the applicable vacation shall be null and void.

SECTION 5: On behalf of the City of Yuma, the City Administrator is authorized and directed to perform all acts necessary to give effect to this ordinance.

SECTION 6: Attached exhibits on file at the Yuma City Clerks Office pursuant to A.R.S. § 9-802.

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

APPROVED:

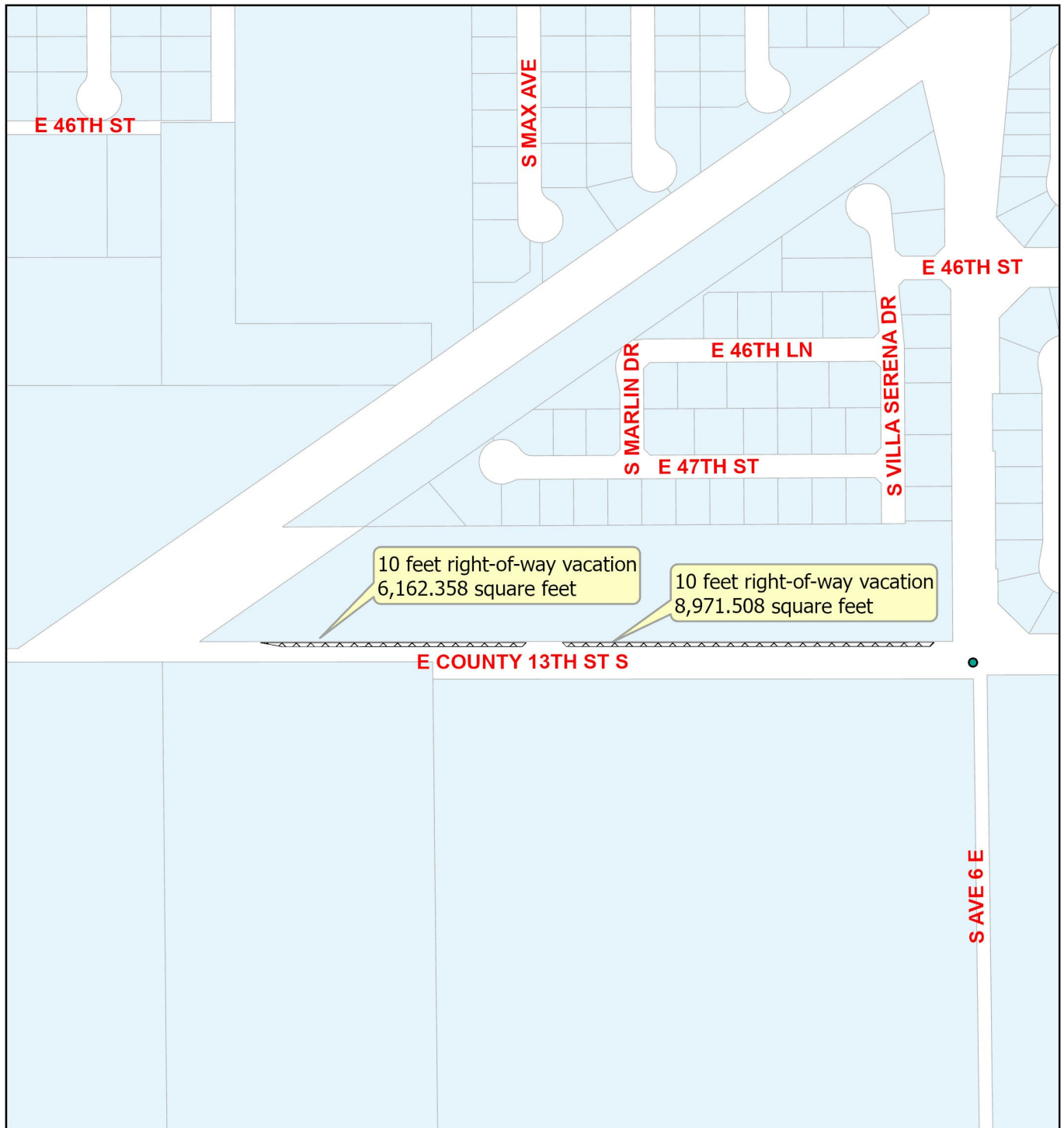
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



**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: **7/7/2025**

SCALE: **N.T.S**

REVISED:

CIP NO.

When Recorded, return to:

Kerley Investments, LLC  
3815 S Kerley Drive  
Yuma, AZ 85365

City of Yuma, Quitclaim Deed/Revised 5/27/2025

**QUITCLAIM DEED**

<b>GRANTOR</b> (Name, Address, Zip Code)	<b>GRANTEE</b> (Name, Address, Zip Code)
City of Yuma, a Municipal Corporation One City Plaza Yuma, AZ 85364	Kerley Investments, L.L.C., an Arizona limited liability company 3815 S Kerley Drive Yuma, AZ 85365

**Subject Real Property (Legal Description)**

See EXHIBIT "A" attached hereto and by this reference incorporated herein.

EXEMPT from affidavit and filing fees (A.R.S. 11-1134 A.3.)

For valuable consideration, Grantor quitclaims to Grantee all right, title and interest  
of Grantor in Subject Real Property together with all rights and privileges

Quitclaim Deed  
Adjacent APN: 197-17-014  
Ordinance O2025-\_\_\_\_  
Page 1 of 4

appurtenant or to become appurtenant to Subject Real Property on the effective date, being the date and time of recordation of this instrument.

City of Yuma, a Municipal Corporation

By:

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

Attested By:

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

Approved as to Form:

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

#### NOTARIAL ACKNOWLEDGEMENT

State of Arizona     )  
                                  ) ss.  
County of Yuma     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2025, by John D. Simonton, City Administrator.

IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Quitclaim Deed  
Adjacent APN: 197-17-014  
Ordinance O2025-\_\_\_\_  
Page 2 of 4

# EXHIBIT A

---

A portion of the South half of the South half of the Southeast quarter ( $S\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}$ ) of Section 17, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, City of Yuma, Yuma County, State of Arizona, also being a portion of Quit-Claim Deed, dated 9/6/2007, recorded in FEE #: 2007-31250, Yuma County Records, and more particularly described as follows:

Commencing at the Southeast Corner of Section 17 monumented by Brass Cap in Concrete with "LS 22767", also being the intersection of Avenue 6E and 48<sup>th</sup> Street;

Thence South  $89^{\circ}58'16''$  West along the South line of Southeast quarter ( $SE\frac{1}{4}$ ) of said Section 17, also being the Centerline projection of 48<sup>th</sup> Street, a distance of 50.00 feet;

Thence North  $00^{\circ}18'57''$  West along a line parallel to and 50.00 West of the East line of said  $SE\frac{1}{4}$ , a distance of 50.00 feet to a point;

Thence South  $89^{\circ}58'16''$  West along a line parallel to and 50.00 feet North of the South line of the said  $SE\frac{1}{4}$ , a distance of 48.00 feet to the True Point of Beginning;

Thence South  $44^{\circ}49'40''$  West, a distance of 14.11 feet to a point laying 40.00 feet north of the South line of said  $SE\frac{1}{4}$ ;

Thence South  $89^{\circ}58'16''$  West along a line parallel to and 40.00 feet north of the South line of said  $SE\frac{1}{4}$ , a distance of 887.01 feet to a point;

Thence North  $45^{\circ}10'20''$  West, a distance of 14.18 feet to a point laying 50.00 feet North of the South line of said  $SE\frac{1}{4}$ ;

Thence North  $89^{\circ}58'16''$  East along a line that is parallel to and 50.00 feet North of the South line of said  $SE\frac{1}{4}$ , a distance of 907.01 feet to the True Point of Beginning;

Quitclaim Deed  
Adjacent APN: 197-17-014  
Ordinance O2025-\_\_\_\_  
Page 3 of 4

**AND**

Commencing at the Southeast Corner of Section 17 monumented by Brass Cap in Concrete with "LS 22767", also being the intersection of Avenue 6E and 48th Street;

Thence South 89°58'16" West along the South line of Southeast quarter (SE<sup>1</sup>/<sub>4</sub>) of said Section 17, also being the Centerline projection of 48th Street, a distance of 1,049.01 feet to a point;

Thence North 00°18'57" West along a line parallel to and 1,049.01 West of the East line of said SE<sup>1</sup>/<sub>4</sub>, a distance of 50.00 feet to a point;

Thence South 89°58'16" West along a line parallel to and 50.00 feet North of the South line of the said SE<sup>1</sup>/<sub>4</sub>, a distance of 44.00 feet to the True Point of Beginning;

Thence South 44°49'40" West, a distance of 14.11 feet to a point laying 40.00 feet north of the South line of said SE<sup>1</sup>/<sub>4</sub>;

Thence South 89°58'16" West along a line parallel to and 40.00 feet north of the South line of said SE<sup>1</sup>/<sub>4</sub>, a distance of 584.00 feet to a point;

Thence North 79°38'21" West, a distance of 55.45 feet to a point laying 50.00 feet North of the South line of said SE<sup>1</sup>/<sub>4</sub>;

Thence North 89°58'16" East along a line that is parallel to and 50.00 feet North of the South line of said SE<sup>1</sup>/<sub>4</sub>, a distance of 648.49 feet to the True Point of Beginning;

Containing 15,132.6 square feet or 0.348 acres, more or less.

Description Verified By:	
City Engineering Department	Date:

Quitclaim Deed  
Adjacent APN: 197-17-014  
Ordinance O2025-\_\_\_\_  
Page 4 of 4





# City of Yuma

## City Council Report

File #: O2025-030

Agenda Date: 9/3/2025

Agenda #: 1.

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

**TITLE:**

**Lease: Keithly-Williams Seeds, Inc.**

**SUMMARY RECOMMENDATION:**

Authorize a 5-year lease with Keithly-Williams Seeds, Inc. for the 12.39 acres and the Associated Citrus Packers, Inc. building recently acquired by the City. (City Administration) (Jay Simonton)

**STRATEGIC OUTCOME:**

This item furthers City Council's strategic outcome of Respected and Responsible as the City is generating a return through both rent and improvements to the property.

**REPORT:**

The City of Yuma ("City") acquired the yellow-shaded area (APN 633-52-070), consisting of 12.39 acres of real property (the "Property"), from the Associated Citrus Packers, Inc. in October 2023. Keithly-Williams Seeds, Inc. ("Tenant") seeks to lease the Property from the City for a period of five years, with an option to extend the lease for a second five-year term.

Tenant proposes to pay the City \$54,000.00 in rent over the first five-year term and \$90,000.00 in rent upon renewal of the lease for a second five-year term. Tenant also commits to (1) make improvements to the Property at a significant expense to Tenant of no less than \$65,000.00, and (2) to remove the majority of the concrete footprint, including but not limited to flatwork, footings of preexisting buildings, parking and loading areas from the former Associated Citrus Packers packing and shipping site. Once installed, Tenant agrees that all improvements to the Property shall belong to the City at the termination of the Lease without reimbursement or credit from the City.

Under the terms of the Lease, Tenant will secure all necessary permits to operate a crushing operation on the Property to crush and haul away the existing concrete material. Tenant also intends to rehabilitate the sole building on the Property (bordered in red) for use as a thrift store or taxidermy shop.

**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:**

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

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

**ORDINANCE NO. O2025-030**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING A LEASE OF CITY-  
OWNED PROPERTY WITH KEITHLY-WILLIAMS SEEDS, INC.**

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

WHEREAS, the City owns 12.39 acres of real property identified as APN No. 633-52-070 legally described and depicted in Exhibit 1 (Property); and,

WHEREAS, Keithly-Williams Seeds, Inc. desires to lease the Property from the City that will result in revenue to the City and in improvements to the Property.

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

SECTION 1: The City Council finds that leasing the Property to Keithly-Williams Seeds, Inc. under the terms and conditions substantially similar to Exhibit 1 on file at the City Clerk's Office and incorporated as part of this Ordinance serves the public interest of the City.

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

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**Exhibit 1**  
**Legal Description of Property**

That property conveyed to Associated Citrus Packers, Inc., an Arizona Corporation, per the Grant Deed recorded at Docket 1582, Page 95 (Fee 1988-05701) less that property conveyed to the City of Yuma for the right-of-way of 5<sup>th</sup> Street per Fee 2006-01196 and consisting of a portion of Blocks 138, 139, 143 and 170 and portions of the rights-of-way of Main Street, 6<sup>th</sup> Street and 7<sup>th</sup> Street all in the Townsite of Yuma according to White's Official Survey file April 4, 1894 in the office of the County Recorder (Fee 1894-00001), all in the Southeast Quarter of Section 21, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as follows:

BEGINNING at the Southwest Corner of Block 138 of the Yuma Townsite, said point being the True Point of Beginning;

Thence East along the South Line of Block 138 and North Line of the right-of-way of 6<sup>th</sup> Street a distance of 300.00 feet;

Thence South a distance of 60.00 feet across the 6<sup>th</sup> Street right-of-way to the Northeast Corner of Block 144 of the Yuma Townsite;

Thence East a distance of 110.00 feet across the Main Street right-of-way to the Northwest Corner of Block 143 of the Yuma Townsite;

Thence South along the East Line of Main Street and the West Line of Blocks 143 and 170 of the Yuma Townsite a distance of 1,038.19 feet (1037.30 feet per the Yuma Townsite Survey) to a point 33.00 feet North of the South Line of Block 170 and on the North right-of-way line of 8<sup>th</sup> Street;

Thence South 89° 57' 00" East a distance of 205.00 feet along said line 33.00 feet North of the South Line of Block 170 and the North line of the 8<sup>th</sup> Street right-of-way;

Thence South a distance of 33.00 feet to the South line of Block 170 and the South Line of Section 21;

Thence South 89° 57' 00" East along the South line of Block 170 and South line Section 21 a distance of 66.04 feet;

Thence North 0° 04' 32" East across Block 170 a distance of 330.46 feet;

Thence through a tangent curve to the left with a radius of 2,834.93 feet for a distance of 1,185.03 feet across a portion of Blocks 170, 143 and 139, including across the abandoned 6<sup>th</sup> Street and 7<sup>th</sup> Street right-of-ways;

Thence North 37° 16' 20" West a distance of 220.49 feet;

Thence through a tangent curve to the left with a radius of 607.28 feet for a distance of 99.91 feet to a point on the North line of Block 138, said point also being on the South line of the 5<sup>th</sup> Street right-of-way;

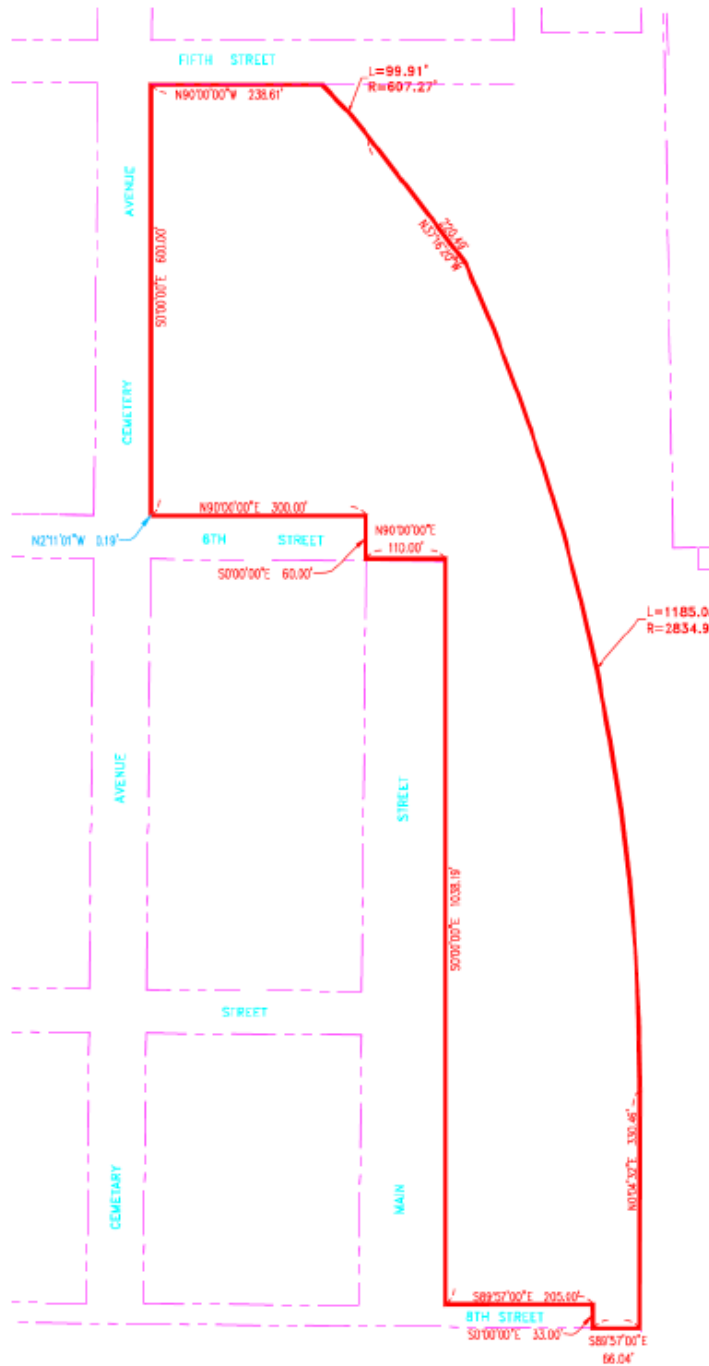
Thence West along the North Line of Block 138 a distance of 238.61 feet to the Northwest Corner of Block 138;

Thence South a distance of 600.00 feet (calculated as 599.81 feet for closure) along the West line of Block 138 and the East line of Cemetery Avenue to the True Point of Beginning.

The above described property contains 539,998 square feet (12.3966 acres), more or less.



## Depiction of Property



Legal Description Approved by City Engineer	<i>Andrew Mc Garvie</i>
Dated	5/30/2023

**LEASE OF CITY OF YUMA PROPERTY**  
**APN 633-52-070**

THIS LEASE ("Lease") is made and executed at Yuma, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), between the City of Yuma, an Arizona municipal corporation, as Lessor, and Keithly-Williams Seeds, Inc., an Arizona corporation, as Lessee.

IT IS AGREED by and between the parties as follows:

1. **Description of Premises.** The Lessor owns 12.39 acres of real property identified as APN No. 633-52-070 by the Yuma County Assessor and as legally described and depicted in Exhibit 1. Lessor hereby leases to Lessee on the terms and conditions described in this Lease, all buildings, structures, and vacant land on APN No. 633-52-070 (collectively, the "Premises").
2. **Term.** This Lease shall be in effect for a term of five years commencing on the Effective Date and may be renewed for an additional five-year term by written notice, delivered from Lessee to Lessor at the address shown in Section 7 below, no later than 60 days prior to expiration of the first five-year term. Each party guarantees that it shall not terminate the lease prior to the conclusion of the first three years following the Effective Date.
3. **Termination.** This Lease will terminate at the end of the five-year term unless extended for an additional five-year term or terminated earlier in accordance with Section 12 below. At the termination of this Lease, Lessee shall surrender the Premises to Lessor in as good as or better condition and repair than delivered to Lessee.
4. **Holding Over.** Lessee agrees not to holdover after the termination of this Lease. Should Lessee holdover, Lessee shall pay month to month rent to Lessor in an amount double the amount described in Section 7 below.
5. **Lessee Improvements.** In consideration of Lessee's obligations to: (1) make improvements to the Premises at a significant expense to Lessee of no less than \$65,000, and (2) to remove the majority of the concrete footprint, including but not limited to flatwork, footings of preexisting buildings, parking and loading areas from the former Associated Citrus Packers packing and shipping site, City agrees to the below market rent described in Section 7 below.

Obligations (1) and (2) in this Section 5 are material terms of this Lease Agreement, and shall operate as a covenant of Lessee until completion of the Lessee Improvements. Lessee, with the assistance of Lessor, shall secure all necessary permits for a crushing operation on the Premises, in order that Lessee can conduct onsite crushing and haul away of the existing concrete material. Once crushed and removed from the Premises, the recycled concrete aggregate shall belong to Lessee.

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

6. **Zoning.** During the term of this Lease, Lessee shall cooperate with Lessor to rezone the Premises in the event Lessor desires to rezone.
7. **Rent.** Lessee agrees to pay the Lessor as rent for the Premises, for the first five-year term, the sum of fifty-four-thousand (\$54,000)(Rent) payable in monthly installments at the rate of five hundred dollars (\$500.00) per month for the first twelve months and at the rate of one thousand dollars (\$1,000.00) per month for the remaining 48 months of the first five-year term of the Lease. Each installment is due and payable on the 1<sup>st</sup> day of each month until paid in full. Upon renewal for a second five-year term, Rent shall increase to ninety-thousand dollars (\$90,000.00), payable in monthly installments of one thousand five hundred dollars per month (\$1,500.00) for the second term of the Lease.

Payments shall be marked Keithly-Williams Seeds Rent and mailed or delivered in person to:

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

In addition, Lessee agrees to do and perform all the covenants and agreements in this Lease. If any payment by Lessee is returned for insufficient funds ("NSF") or if Lessee stops payment, Lessor may require that the Lessee pay all future Rent installments in cash, by money order, or cashier's check, in addition to a \$100.00 NSF fee for each returned check.

8. **Security Deposit.** Upon execution of this Lease, Lessee shall deposit with Lessor the sum of one thousand five hundred dollars (\$1,500.00), receipt of which is hereby acknowledged by Lessor, as a security deposit.
9. **Late Charges.** Lessee acknowledges that "due and payable on the 1<sup>st</sup> day of the month" means receipt of the monthly Rent installment by the Lessor on the 1<sup>st</sup> day of the month, and that late payment by Lessee to Lessor of the monthly Rent installment or other sums due under this Lease will cause Lessor to incur costs not contemplated by this Lease. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if Lessee fails to pay any monthly installment of Rent or any other sum within five (5) days after the monthly Rent installment is due and payable under this Lease, Lessee shall pay Lessor, as liquidated damages, a late charge equal to 10% of each such installment or sum due. In the event Lessor elects to waive the late charge with respect to any single installment, the waiver shall not be deemed to constitute a waiver with respect to any subsequent installment due.
10. **Interest on Rent in Arrears.** Any installment of Rent, NSF fee, or late charges accruing under the provisions of this Lease which are not paid when due shall bear interest at the rate of twelve (12%) percent per annum (1% per month) from the date due under the terms of this Lease. Such interest shall continue to accrue until such time as Lessee pays the amount due in full.



11. **Use.** The Premises shall only be used for a thrift store or taxidermy shop unless Lessee obtains the prior written consent of the Lessor. Any use of the Premises shall be in accordance with all City, County, and State laws and regulations and this Lease ("All Applicable Laws").
12. **Notice of Lease Termination.** Three years after the Effective Date, Lessor may terminate the Lease at any time before the term ends if Lessor gives Lessee 60 days' written notice of Lessor's intent to terminate the Lease. In the event of Lease termination for the convenience of Lessor under this Section 12, no additional installment of Rent shall be due and payable to Lessor after Lessee vacates the Premises.
13. **Smoking.** No smoking is permitted inside any building or structure on the Premises.
14. **Assignment and Subletting.** Lessee may not assign this Lease or any interest of Lessor in this Lease, either by operation of law or by contract, without the prior written consent of Lessor with the approval by motion of the Yuma City Council. Lessor may not sublet the Premises, any part of the Premises, or any right or privilege appurtenant to the Premises, without the written consent of the Lessor with the approval by motion of the Yuma City Council. Use of the Premises or any part of the Premises as a thrift store or taxidermy studio is an approved use and shall not require additional approval of the sublease or subtenant, even if the subtenant is a separate entity, so long as the subtenant is subject to all terms of this Lease and All Applicable Laws.
15. **Condition of Premises.** The Premises (including all buildings and structures) are rented "as is." Upon termination of Lease, the Premises shall be restored to as clean condition or better condition and good repair as when leased, normal wear and tear excepted. Lessee shall remove all personal property, except those items permanently affixed before vacating the Premises. Lessee shall obtain the City Administrator's written consent prior to making any changes, alterations, or improvements to the Premises, including the Lessee Improvements described in Section 5, in the event Lessee seeks to count the Lessee Improvements towards Lessee's obligations to qualify for below market rent. Lessee shall not cause, or permit to be caused, any damage to the Premises.
16. **Right of Entry.** Lessor reserves the right to enter the leased Premises. Lessor shall provide Lessee as much prior notice of entry as is reasonable under the circumstances, and if unable to provide notice, for example, if necessitated by an emergency or governmental function, written notice of access shall be sent to Lessee within five (5) business days following the access. Lessor will use Lessor's best efforts to ensure that Lessee's operations are not interrupted.
17. **Taxes.** In addition to any rent payable under this Lease, any excise, sales, property, privilege or any other applicable tax imposed or levied by any government or governmental agency upon Lessor or Lessee and attributed to the Rent payable by Lessee shall be paid by Lessee over and above the Rent otherwise payable hereunder. Lessee shall pay an annual government property lease excise tax, based upon the square footage of the building and the formula provided in Arizona Revised Statutes §42-6203(B)(1)(f).

18. **Conduct of Business.** Lessee shall not use or permit the Premises, or any part of the Premises, to be used for any purpose or purposes other than the purposes for which leased. No use shall be made or permitted to be made of the Premises which will increase Lessor's existing rate of insurance on the Premises or cause a cancellation of any insurance policy on the Premises. Lessee shall not sell or permit to be kept on the Premises, any article which may be prohibited by the standard form of fire insurance policy.
19. **Compliance with Authorities.** Lessee shall, at Lessee's sole cost and expense, comply with and observe All Applicable Laws now in force or which may hereafter be in force, pertaining to the Premises.
20. **Utilities.** Utilities (including, but not limited to, water, wastewater, gas, telephone and telecommunications, cable, internet, and sanitation) and janitorial and facilities maintenance services are not included in the Rent set forth in Section 7 of this Lease and are the sole responsibility of the Lessee. Lessor shall not be liable for, and Lessee shall not be entitled to any relief by reason of, the unavailability, suspension or limited availability of any utilities or services resulting from matters not within Lessor's control. Lessee shall keep and maintain, at Lessee's own cost and expense, any fire alarm and fire suppression system currently installed on the Premises.
21. **Maintenance.**
- a. Lessor is leasing the Premises "as is." In exchange for below market Rent, Lessee shall keep and maintain the roof, exterior surfaces, and all electrical and mechanical systems of the subject Premises in a good state of repair. Lessee shall be responsible for all interior and exterior maintenance of the Premises at Lessee's sole expense, including but not limited to interior and exterior walls, plumbing fixtures, electrical fixtures, heating and air conditioning systems, doors, windows, and gas and electrical service if applicable.
- B. Lessee shall insure the Premises against fire, flood or casualty loss as described in Section 22 and name the Lessor as the loss payee. Lessee shall obtain such insurance as Lessee deems necessary to insure the Premises against vandalism, theft, window glass breakage, exterior vandalism, and casualty and fire loss as to Lessee's own merchandise and wares or other personal property. Lessee's insurance shall not relieve Lessee from indemnifying Lessor from loss as described in Section 31 below.
- C. In the event of injury or damage to the Premises, unless caused by the Lessor, Lessee shall immediately repair and replace the damaged Premises at Lessee's expense, and if not properly done by Lessee, Lessor may make said repair and Lessee shall be liable to repay and reimburse Lessor, as additional rent, all expenses in connection herewith.
22. **Insurance.** As a condition of this Lease and prior to Lessee taking possession of the Premises, Lessee shall, at Lessee's sole expense, secure and maintain during the term of this Lease, Commercial General Liability insurance including bodily injury, property damage, contractual, and personal injury insurance from a company authorized to do business in the State of Arizona. Liability limits shall be no less than \$1,000,000 per occurrence, and no less than a \$2,000,000.00 general aggregate limit.

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

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

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

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

the Premises. If Lessor at any time terminates this Lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of Lessee's breach, including the cost of recovering the Premises and the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated term.

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

This indemnity provision shall also apply to any liability or remediation costs under CERCLA, state statute, or municipal ordinance arising because of contamination of the Premises or the surrounding environment, or violation of any Federal or state environmental laws due to any discharge of waste, regardless of whether the event requiring such remediation was intentional or accidental. At the time of entering this Lease, there is no contamination on the Premises known to Lessor and Lessor has conducted both a Phase I and Phase II study in 2023 to be used as a baseline of the existence or non-existence of any contamination on the Premises. Lessee's indemnity of Lessor under this Section 31 shall survive the expiration or early termination of this lease.

32. **Force Majeure.** Should the Premises or any part thereof become unsafe, unsuitable for use or otherwise uninhabitable due to an act of God, nature, or act of war or other event beyond the control of the Lessor, the Lessor may, at Lessor's sole option, choose not to repair or replace the Premises, and no liability shall accrue to Lessor. Should Lessor determine that the Premises are beyond reasonable repair and that all of Lessee's insurance and indemnity requirements have been satisfied, Lessee will be relieved of any further obligation to pay Rent beyond the date the event occurs. Lessee shall, if feasible, remove all personal property from the Premises.
33. **Compliance with Law.** Lessee must comply with all federal, state, and local laws and ordinances applicable to Lessee's performance under this Lease. Lessee will comply with the Americans with Disabilities Act (ADA) and will indemnify the Lessor for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. Lessee will not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Lease, and will comply with the terms and intent of title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, Lessee agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law.
34. **Time.** Time is of the essence in this Lease and each provision of this Lease unless otherwise specified.
35. **Entire Agreement.** This Lease contains the entire agreement between the parties and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Lease, or specifically referred to in a written agreement, shall be valid or binding. The terms of this Lease may not be enlarged, modified, or altered except in writing signed by the parties.
36. **Dispute Resolution.** Claims, disputes, or other matters in question between the parties related to this Lease or breach thereof may be the subject of mediation if the parties mutually agree. Request for mediation must be filed in writing with the other party to this Lease.
37. **Jurisdiction/Attorney's Fees.** Any action to enforce any provision of this Lease or to obtain any remedy with respect hereto shall be brought exclusively in the Superior Court, Yuma County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents

to the exclusive jurisdiction and venue of such Court. The parties also expressly waive their right to remove any such action to federal court. If an action or proceeding is brought for failure to observe any of the provisions of this Lease, the prevailing party is entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including but not limited to expert witness fees, court costs, reasonable attorney fees and, without limitation, all copying, duplication, scanning, imaging, and/or related expenses related to document management, reproduction, and/or recovery.

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

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

LESSOR

LESSEE

City of Yuma, a municipal corporation

Keithly-Williams Seeds, Inc.

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

\_\_\_\_\_  
Pat Cooley  
Chief Executive Officer

ATTEST:

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

APPROVED AS TO FORM:

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

## **Exhibit 1**

### **Legal Description of Property**

That property conveyed to Associated Citrus Packers, Inc., an Arizona Corporation, per the Grant Deed recorded at Docket 1582, Page 95 (Fee 1988-05701) less that property conveyed to the City of Yuma for the right-of-way of 5<sup>th</sup> Street per Fee 2006-01196 and consisting of a portion of Blocks 138, 139, 143 and 170 and portions of the rights-of-way of Main Street, 6<sup>th</sup> Street and 7<sup>th</sup> Street all in the Townsite of Yuma according to White's Official Survey file April 4, 1894 in the office of the County Recorder (Fee 1894-00001), all in the Southeast Quarter of Section 21, Township 8 South, Range 23 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, and more particularly described as follows:

BEGINNING at the Southwest Corner of Block 138 of the Yuma Townsite, said point being the True Point of Beginning;

Thence East along the South Line of Block 138 and North Line of the right-of-way of 6<sup>th</sup> Street a distance of 300.00 feet;

Thence South a distance of 60.00 feet across the 6<sup>th</sup> Street right-of-way to the Northeast Corner of Block 144 of the Yuma Townsite;

Thence East a distance of 110.00 feet across the Main Street right-of-way to the Northwest Corner of Block 143 of the Yuma Townsite;

Thence South along the East Line of Main Street and the West Line of Blocks 143 and 170 of the Yuma Townsite a distance of 1,038.19 feet (1037.30 feet per the Yuma Townsite Survey) to a point 33.00 feet North of the South Line of Block 170 and on the North right-of-way line of 8<sup>th</sup> Street;

Thence South 89° 57' 00" East a distance of 205.00 feet along said line 33.00 feet North of the South Line of Block 170 and the North line of the 8<sup>th</sup> Street right-of-way;

Thence South a distance of 33.00 feet to the South line of Block 170 and the South Line of Section 21;

Thence South 89° 57' 00" East along the South line of Block 170 and South line Section 21 a distance of 66.04 feet;

Thence North 0° 04' 32" East across Block 170 a distance of 330.46 feet;

Thence through a tangent curve to the left with a radius of 2,834.93 feet for a distance of 1,185.03 feet across a portion of Blocks 170, 143 and 139, including across the abandoned 6<sup>th</sup> Street and 7<sup>th</sup> Street right-of-ways;

Thence North 37° 16' 20" West a distance of 220.49 feet;

Thence through a tangent curve to the left with a radius of 607.28 feet for a distance of 99.91 feet to a point on the North line of Block 138, said point also being on the South line of the 5<sup>th</sup> Street right-of-way;

Thence West along the North Line of Block 138 a distance of 238.61 feet to the Northwest Corner of Block 138;

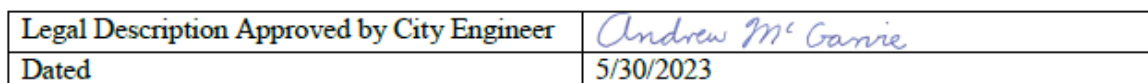
Thence South a distance of 600.00 feet (calculated as 599.81 feet for closure) along the West line of Block 138 and the East line of Cemetery Avenue to the True Point of Beginning.

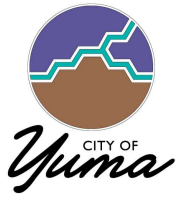
The above described property contains 539,998 square feet (12.3966 acres), more or less.





## Depiction of Property





# City of Yuma

## City Council Report

File #: O2025-031

Agenda Date: 9/3/2025

Agenda #: 2.

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

### TITLE:

Real Estate Option: 2888 Kyla Avenue

### SUMMARY RECOMMENDATION:

Approve an agreement with Top Quality Products, LLC that provides an option to purchase City-owned property. (City Administration) (Jay Simonton)

### STRATEGIC OUTCOME:

This item furthers City Council's strategic outcome of Safe and Prosperous by facilitating economic development.

### REPORT:

On May 17, 2010, 360 Networks (USA), Inc. quitclaimed, approximately 2.41 acres of property (the Property) to the City including two modular buildings at 2862 S. Kyla Avenue (Building One) and 2888 S. Kyla Avenue (Building Two). The Property is adjacent to the Union Pacific railroad right-of-way.

In 2013, the City leased Building One and approximately 10,160 square feet of the Property to Zayo Group, LLC (Zayo) for up to four sequential five-year terms (Zayo Lease). The Zayo Lease is in its third five-year term and expires in 2028. The City expects Zayo to request a fourth five-year term that would expire in 2033.

The City uses Building Two as an evidence storage facility for its police department while a new evidence storage facility is being built near Avenue 4E and 36<sup>th</sup> Street.

Top Quality Products, LLC (Buyer) is developing a bioprocessing facility in Yuma to process an agricultural crop into dry pulp bales and is requesting an option to purchase the Property due to the Property's proximity to the Union Pacific railroad.

The City and Buyer have negotiated a draft agreement on file with the City Clerk titled "Option to Purchase Real Estate" whereby the Buyer would pay the City \$20,000.00 for an option to purchase the Property with the following conditions:

- 1) Buyer will pay the City \$930,000.00 for the Property upon exercising the Option to Purchase.
- 2) Buyer will not exercise the option to purchase before the later of January 1, 2027, or City issuance of a permit for grading and site utilities of Phase II of the anticipated project unless otherwise agreed upon by the parties with the consent by motion of the City Council.
- 3) The Option to Purchase expires on December 31, 2031, unless the Buyer renews it for an

- additional five-year term and pays the City an additional \$50,000.00.
- 4) Buyer will maintain the Property in substantially the same condition and perform all of the City's obligations under the Zayo Lease.
  - 5) Buyer will transfer up to 10,000 square feet of reasonably suitable nearby property ("Replacement Property") to the City and allow the City to remove Building Two from the Property and relocate it to the Replacement Property for the purpose of the City entering a new lease with Zayo at the Replacement Property.

The attached Ordinance authorizes the option agreement in accordance with the described terms and, should Buyer exercise the option, the sale of the Property and the acquisition of the Replacement Property.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 0.00	BUDGETED:	\$ 0.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$ 0.00
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	
TOTAL	\$ 0.00	Click or tap here to enter funding - 11pt Arial	
To total; right click number & choose "Update Field"			

**FISCAL IMPACT STATEMENT:**

This ordinance would generate a positive fiscal impact by the initial payment received from Buyer and by facilitating potential economic development.

**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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

**ORDINANCE NO. O2025-031**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE SALE OF CERTAIN CITY-OWNED PROPERTY UNDER AN OPTION TO PURCHASE, TOGETHER WITH CITY ACQUISITION OF A SEPARATE PARCEL UP TO 10,160 SQUARE FEET IF THE OPTION IS EXERCISED**

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

WHEREAS, on May 17, 2010, 360 Networks (USA), Inc. quitclaimed certain property (APN 697-20-082) to the City (the Property) containing two modular buildings at 2862 S. Kyla Avenue (Building One) and 2888 S. Kyla Avenue (Building Two); and,

WHEREAS, the Property, as legally described in Exhibit A, is approximately 104,970 square feet and adjacent to Union Pacific railroad right-of-way; and,

WHEREAS, in 2013 the City leased Building One and approximately 10,160 square feet of the Property to Zayo Group, LLC (Tenant) for up to a total of four five-year terms (Zayo Lease); and,

WHEREAS, the Zayo Lease is in its third five-year term (expiring in 2028), but the City expects Tenant to request a fourth five-year term (expiring in 2033); and,

WHEREAS, the City uses Building Two as an evidence storage facility for its police department while a new evidence storage facility is being built near Avenue 4E and 36<sup>th</sup> Street; and,

WHEREAS, Top Quality Products, LLC (Buyer) is developing a bioprocessing facility in Yuma to process an agricultural crop into dry pulp bales; and,

WHEREAS, Buyer desires an option to purchase the Property due to the Property's proximity to the Union Pacific railroad; and,

WHEREAS, the City and Buyer have negotiated a draft agreement titled *Option to Purchase Real Estate* (Option) that is on file with the City Clerk, summarized in the City Council Report, and incorporated into this ordinance by reference.

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

SECTION 1: On behalf of the City of Yuma, the City Administrator is authorized to enter into an agreement with Buyer on substantially similar terms as the *Option to Purchase Real Estate* on file with the City Clerk.

SECTION 2: The City Administrator is further authorized sell the described Property in accordance with the Option and to purchase up to 10,160 square feet from the Buyer as replacement property.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## Exhibit A

### Property Legal Description

A portion of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 6, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, County of Yuma, State of Arizona, and more particularly described as follows:  
Lot 46A of the 360 Networks (USA) Lot Tie, dated 1/5/2001, Fee # 2001-00387, Recorded in Book 17 of Plats, Page 57, Yuma County Records.

Containing 2.41 acres, more or less

Except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

Legal Description Verified by:	Andrew McGarvie
Date:	7/1/2025

## OPTION TO PURCHASE REAL ESTATE

This Option to Purchase Real Estate (“**Agreement**”) is dated as of \_\_\_\_\_, 2025, by and between **City of Yuma** (“**Owner**”) and **Top Quality Products, LLC** and/or its assigns (“**Grantee**”).

WHEREAS, Grantee desires an option to purchase certain real estate owned by Owner; and

WHEREAS, Owner agrees to grant Grantee an option to purchase such real estate pursuant to the terms of this Agreement;

WHEREAS, Grantee and Owner agree to seek alternative replacement premises for the tenant located on the Property; and

NOW, FOR AND IN CONSIDERATION of the monies provided herein and other good and valuable considerations, the receipt and sufficiency of which is hereby accepted and acknowledged, it is agreed as follows:

1. GRANT OF OPTION. During the term of this Agreement, Owner does hereby grant unto Grantee the exclusive and irrevocable primary option to purchase (the “**Purchase Option**”) Owner’s property (“**Property**”) located at 2888 S Kyla Avenue, Yuma, Yuma County, Arizona, as further described on Exhibit A attached hereto for the Purchase Price (as defined herein) as provided in this Agreement.

2. OPTION FEE. Upon mutual execution of this Agreement, Grantee shall pay Owner the sum of Twenty Thousand Dollars (\$20,000.00) (“**Option Fee**”) as non-refundable consideration for entering into this Agreement.

3. EXERCISE OF OPTION. The Purchase Option may not be exercised before the later of (i) January 1, 2027 or (ii) City of Yuma issuance of a permit for grading and site utilities of Phase II of the anticipated project intended to utilize the Property, unless otherwise agreed upon by the parties with the consent by motion of the City Council. To exercise the Purchase Option, Grantee shall deliver written notice to Owner prior to the end of the Term (“**Exercise Notice**”) and deliver concurrent with such Exercise Notice, an earnest money deposit of Fifty-Thousand Dollars (\$50,000) (the “**Purchase Option Deposit**”) with Chicago Title Company (“**Escrow Agent**”).

4. TERMS OF PURCHASE. In the event Grantee elects to exercise its Purchase Option granted under the terms of this Agreement, the terms of purchase shall be as follows:

4.1. CLOSE OF ESCROW: Within sixty (60) days after Grantee has delivered the Exercise Notice, Owner and Grantee shall close escrow for the purchase of the Property with Chicago Title Company (Kathleen Sirianni, 701 5th Avenue, Suite #2700, Seattle, WA 98104, Ph: (206) 628-5666, kathleen.sirianni@ctt.com).

4.1.1. PRICE: Grantee shall pay Owner through Escrow Agent the purchase price of \$930,000.00 (“**Purchase Price**”).

4.1.2. CLOSING EXPENSES. Owner will pay the following expenses at closing: (a) the cost of the premium for the ALTA standard owners title policy in the amount of the Purchase Price; (b) the cost of any recording fees or transfer tax applicable to the deeds to convey the Property to Grantee, if any; (c) the cost of obtaining and recording any corrective title

instruments; and (d) one half of the Escrow Agent's escrow fees. Grantee will pay the following expenses at closing: (a) all fees due to Escrow Agent for an extended title policy and/or any additional endorsement coverages, if any; and (b) one half of the Escrow Agent's escrow fees. Any real property taxes, lease payments or utilities shall be prorated as of the closing date.

4.1.3. CLOSING DOCUMENTS. At closing, Owner will convey to Grantee AS-IS fee simple title to the Property by statutory warranty deed sufficient for the Escrow Agent to insure title in Grantee as provided herein, subject only to permitted exceptions. Owner will also execute and deliver or cause to be executed and delivered to Grantee at closing, the following documents and items:

- a. a settlement statement; and
- b. such documents or instruments as may be reasonably required by Escrow Agent to consummate the transaction contemplated by this Agreement.

At closing, Grantee will deliver to Owner:

- a. the Purchase Price by wire transfer, adjusted by prorations and credits as specified herein. The Purchase Option Deposit and Option Fee shall be applied to the Purchase Price at closing.
- b. proof of Grantee's organization and good standing in its state of organization and its authorization to transact business in the state in which the Property is located;
- c. a resolution or secretary's certificate authorizing the transaction described herein and the execution and delivery of the closing documents by Grantee's representative;
- d. a settlement statement; and
- e. such documents or instruments as may be reasonably required Escrow Agent to consummate the transaction contemplated by this Agreement.

4.2. COVENANTS OF PARTIES. At closing, Owner and Grantee shall execute and deliver all documents and agreements required to be executed and delivered by it pursuant to the terms of this Agreement, together with such documents or instruments as may be reasonably required by the Escrow Agent insuring the Property to consummate the transaction contemplated by this Agreement, including without limitation, the issuance of an ALTA policy of title insurance.

5. TERM. The term of this Agreement shall commence on the Effective Date and shall expire on December 31, 2031 ("**Term**"). This Agreement may be extended for an additional five (5) years should Grantee provide written notice to Owner on or before the expiration of the Term of such extension, and simultaneously deliver to Owner an additional non-refundable sum of Fifty Thousand Dollars (\$50,000.00) (such amount to be added to and made a part of the "**Option Fee**") prior to the expiration of the initial Term.

6. DUE DILIGENCE. From and after the Effective Date, Grantee shall have the right to (a) consult with any party, including, without limitation, governmental authorities for any purpose relating to the Property (including, without limitation, obtaining customary zoning, environmental reports and other diligence reports), and (b) enter upon the Property following not less than five (5) days' prior written notice to Owner for non-invasive access and subject to any tenant/occupant notice requirements, and following seven (7) days' notice prior to any invasive testing access at



Grantee's sole cost (e.g. for environmental Phase I and/or Phase II testing, geotechnical borings, soils, seismic, hydrogeologic and engineering tests); provided, however, (i) Grantee shall promptly repair any alteration of or damage to the Property caused thereby. Prior to entering the Property, Grantee or its applicable agents entering the Property shall obtain a policy of commercial general liability with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

7. ONGOING OPERATIONS. Owner will keep and maintain the Property in substantially its condition as of the Effective Date, ordinary wear and tear, casualty and condemnation excepted. Owner will perform all of Owner's material obligations under that certain Lease of City of Yuma Property dated October 2, 2013 (the "**Lease**") by and between Owner, as landlord, and Zayo Group, Inc., as tenant ("**Tenant**") affecting 10,160 square feet of the Property. The Property contains two modular buildings. **Building One** is within the footprint of the Lease and is used by Tenant. **Building Two** is used by the Owner as an evidence storage facility.

8. REPLACEMENT PREMISES. Grantee agrees to work cooperatively with Owner and Tenant, as applicable, to seek alternative replacement premises that would allow Tenant to continue operations beyond the Lease term. If Grantee exercises the Purchase Option under this Agreement, Grantee shall transfer fee title of up to 10,000 square feet of reasonably suitable nearby property to the Owner ("**Replacement Property**") and allow the Owner to remove Building Two from the Property and relocate it to the Replacement Property for purposes of Owner entering into a new Lease with Tenant, in which case the Property will transfer to Grantee at closing free and clear of the existing Lease encumbrance and rights. The purchase price for the Replacement Property shall be equal to \$8.60 per square foot of land that consists of the Replacement Property (e.g. 10,100 square feet of land would cost \$86,860), which shall be paid as a deduction from the Purchase Price of the Property. The Replacement Property shall be "suitable" to Owner if such property has or is able to be serviced by local electric utility providers (water/sewer not required) and has access to existing fiber lines on the Union Pacific rail right of way and existing fiber lines connecting to Tenant's customers.

9. DEFAULT. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and assigns of the parties hereto. The parties acknowledge default could result in irreparable harm and that in the event of default either party may seek injunction, specific performance, and/or other equitable relief. In the event of a default and a suit, action, arbitration, or other proceeding of any nature whatsoever, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys' fees and all other fees, costs, and expenses actually incurred in connection therewith.

10. REPRESENTATIONS; COOPERATION. The parties hereto mutually agree to cooperate to effectuate the terms of this Agreement.

10.1. Grantee agrees to allow Tenant to occupy and remain on the Lease premises through the end of the Lease term (as provided therein).

10.2. Owner agrees not to solicitate, engage, accept or otherwise engage with any other person or party for the sale of the Property during the Term of this Agreement. Owner agrees not to extend, modify, otherwise alter, or enter into any Lease or occupancy agreement affecting the Property during the initial Term without Grantee's prior written approval. Owner further agrees to provide copies of any publicly available items relating to the ownership, operation, and

maintenance of the Property to the extent now in existence and to the extent such items are within Owner's possession: plans, surveys, environmental reports, structural reports, and any other documents relating to ownership, operation, and maintenance of the Property.

11. EFFECTIVE DATE. The "Effective Date" of this Agreement shall be the later dated signature below.

12. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

13. COUNTERPART SIGNATURES. This Agreement may be executed and delivered in counterparts, electronically or otherwise (e.g. DocuSign accepted), each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

14. AMENDMENT AND/OR MODIFICATION. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

15. CONFLICT OF INTEREST. No member, official or employee of Owner may have any direct or indirect interest in this Agreement, nor participated in any decision relating to the Agreement that is prohibited by law. This Agreement is subject to cancellation for a conflict of interest pursuant to A.R.S. § 38-511.

16. NO THIRD-PARTY BENEFICIARIES. Only Owner or Grantee may seek enforcement of this Agreement. No person or entity, including Tenant, shall be a third-party beneficiary to this Agreement or shall have any (a) right, title or interest in this Agreement or the real or personal property that may be affected by this Agreement or (b) cause of action hereunder.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties represent and affirm that they have authority to execute this Agreement on behalf of their respective entities and thereby execute this Agreement intending to be bound thereby as of the date below.

**OWNER:**

**City of Yuma, an Arizona Municipal Corporation**

By: \_\_\_\_\_  
Name: John D.Simonton  
Title: Acting City Administrator  
Dated: \_\_\_\_\_

**Attested:**

**Approved as to Form:**

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

By: \_\_\_\_\_  
Richard W. Files, City Attorney

**GRANTEE**

**Top Quality Products, LLC**

By: \_\_\_\_\_  
Name: Rodney Jarvis  
Title: Authorized Signatory  
Dated: \_\_\_\_\_

## Exhibit A

### Property Legal Description

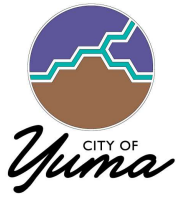
A portion of the Northeast quarter of the Southeast quarter (NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>) of Section 6, Township 9 South, Range 22 West of the Gila and Salt River Base and Meridian, City of Yuma, County of Yuma, State of Arizona, and more particularly described as follows:

Lot 46A of the 360 Networks (USA) Lot Tie, dated 1/5/2001, Fee # 2001-00387, Recorded in Book 17 of Plats, Page 57, Yuma County Records.

Containing 2.41 acres, more or less

Except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from the United States of America.

Legal Description Verified by:	Andrew McGarvie
Date:	7/1/2025



# City of Yuma

## City Council Report

File #: O2025-032

Agenda Date: 9/3/2025

Agenda #: 3.

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

### TITLE:

**Rezoning of Property: 1749 S. Madison Avenue**

### SUMMARY RECOMMENDATION:

Rezone approximately 6,329 square feet from the Light Industrial (L-I) District to the Low Density Residential (R-1-6) District, while maintaining the existing Infill Overlay (IO) District, for the property located at 1749 S. Madison Avenue. (Community Development/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

The subject property is approximately 50 feet wide and 125 feet deep, with frontage on S. Madison 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 zoning of the property into conformance with the use. By rezoning the, the property owner will have the ability to refinance, market, or expand upon the current development.

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 and east of Madison Avenue is primarily residential.

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

On July 28, 2025, the Planning and Zoning Commission voted to recommend 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 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 Ashlie Pendleton Planning Commissioner, second by Chelsea Malouff-Craig, Planning Commissioner to APPROVE ZONE-44151-2025 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		

**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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



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

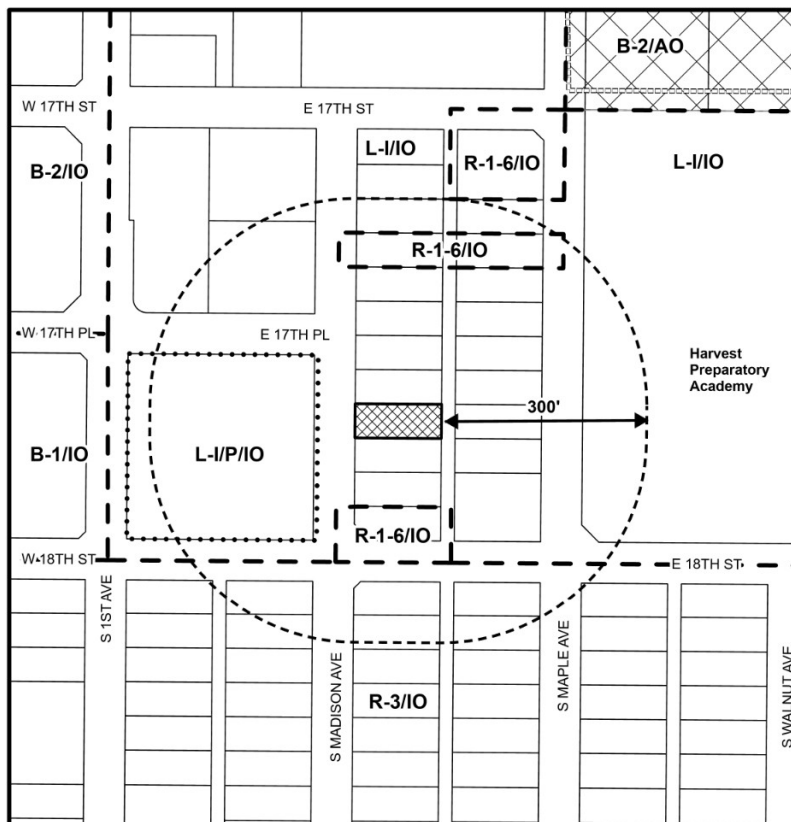
**Hearing Date:** July 28, 2025

**Case Number:** ZONE-44151-2025

**Project Description/ Location:** This is a request by Eduardo Herrera to rezone one parcel, approximately .14 acres, from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1749 S. Madison Avenue, Yuma, AZ.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Light Industrial/ Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
<b>North</b>	Light Industrial/ Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
<b>South</b>	Light Industrial/ Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
<b>East</b>	Light Industrial/ Infill Overlay (L-I/IO) District	Single Family Residence	Low Density Residential
<b>West</b>	Light Industrial/ Public Overlay/Infill Overlay (L-I/PO/IO) District	Joe Henry Optimist Center	Public/Quasi Public

**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-44151-2025 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 a parcel, approximately .14 acres, 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 1749 S. Madison Avenue, subject to the conditions outlined in Attachment A, and affirmatively finds that the request is in conformance with the City of Yuma General Plan.

**Staff Analysis:** The subject property is approximately 50 feet wide and 125 feet deep, with frontage on S. Madison 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. By rezoning the property and bring the existing use into conformance, the property owner will have the ability to refinance, market, or expand upon the current development.

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 17<sup>th</sup> Street & east of Madison 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 the 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
Madison Avenue - Local	29 FT H/W	30 FT H/W ROW				
Bicycle Facilities Master Plan	17 <sup>th</sup> Street – Proposed Bike Route					

YCAT Transit System	Green Route 4/4A – 16 <sup>th</sup> Street across Redondo Center Drive
Issues:	None

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

<b>Parks, Recreation and Open Space Element:</b>										
Parks and Recreation Facility Plan										
Neighborhood Park:	Existing: Joe Henry Optimist 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									
<b>Housing Element:</b>										
Special Need Household:	N/A									
Issues:	None									
<b>Redevelopment Element:</b>										
Planned Redevelopment Area:	Mesa Heights Development Area									
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X				
Conforms:	Yes	X	No							
<b>Conservation, Energy &amp; Environmental Element:</b>										
Impact on Air or Water Resources	Yes		No	X						
Renewable Energy Source	Yes		No	X						
Issues:	None									
<b>Public Services Element:</b>										
<u>Population Impacts</u> Population projection per 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			<b>Dwellings &amp; Type</b> <i>Single Family</i>		<b>Projected Population</b>	<b>Police Impact</b>	<b>Water Consumption</b>		<b>Wastewater Generation</b>	
			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: Alley 8" Sewer			
Issues:	None									
<b>Safety Element:</b>										
Flood Plain Designation:	X				Liquefaction Hazard Area:		Yes		No	X
Issues:	None									
<b>Growth Area Element:</b>										
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 <sup>th</sup> St	X	Avenue B & 32 <sup>nd</sup> St.					
	North End		Pacific Ave & 8 <sup>th</sup> St		Estancia		None			
Issues:	None									

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

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

**External Agency Comments:** See Attachment B

**Neighborhood Meeting Comments:** See Attachment C

**Proposed conditions delivered to applicant on:** July 8, 2025

**Final staff report delivered to applicant on:** July 10 2025

<input checked="checked" type="checkbox"/>	Applicant agreed with all of the conditions of approval on: July 10, 2025
<input type="checkbox"/>	Applicant did not agree with the following conditions of approval: (list #'s)
<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	Neighborhood Meeting Comments	Neighbor Notification List	Neighbor Postcard	Aerial Photo

**Prepared By:** *Zenia Fiveash*

Zenia Fiveash  
Assistant Planner  
Zenia.Fiveash@yumaaz.gov

**Date:** 7/10/25

(928)373-5000, x1234

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

Jennifer L. Albers  
Assistant Director of Planning

**Date:** 7/10/25

**Approved By:** *Alyssa Linville*

Alyssa Linville  
Director, Planning and Neighborhood Services

**Date:** 07/15/25

**ATTACHMENT A**  
**CONDITIONS OF APPROVAL**

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

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

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner's signature on the application for this land use action shall constitute a waiver of any claims for diminution in value pursuant to A.R.S. § 12-1134.
3. 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** 7/4/25
- **300' Vicinity Mailing:** 6/4/25
- **34 Commenting/Reviewing Agencies noticed:** 6/23/25
- **Site Posted on:** 6/13/25
- **Neighborhood Meeting:** 6/18/25
- **Hearing Date:** 7/28/25
- **Comments due:** 6/23/25

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	6/12/25		X		
Yuma County Engineering	NR				
Yuma County Public Works	6/12/25		X		
Yuma County Water Users' Assoc.	6/13/25		X		
Yuma County Planning & Zoning	NR				
Yuma County Assessor	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	NR				
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
Fort Yuma Quechan Indian Tribe	6/12/25		X		
Western Area Power Administration	6/12/25		X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Police	NR				
Parks & Recreation	NR				
Development Engineer	NR				
Fire	6/12/25		X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	6/17/25		X		
Utilities	NR				
Public Works	NR				
Streets	NR				

**ATTACHMENT C**  
**NEIGHBORHOOD MEETING COMMENTS**

**Attendees:**

Neighbor: None

Applicant: Eduardo Herrera

Staff: Zenia Fiveash

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

- Applicant wants to get variance to be able to refinance his home.

**ATTACHMENT D**  
**NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City/State/Zip Code</b>
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
BRIDGEMAN SUSAN LUCILLE	1800 S MAPLE AVE	YUMA AZ 85364
COLUNGA DANIEL & MARISOL	1805 S 1ST AVENUE	YUMA AZ 85364
CONTRERAS RICARDO	1725 S MADISON AVE	YUMA AZ 85364
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
HERRERA RICARDO H &	1812 S MAPLE AVE	YUMA AZ 85364
KING GERALD JR & CATHY JT	1712 S MAPLE AVE	YUMA AZ 85364
MALES TEDFORD C JR	4232 W 7TH ST	YUMA AZ 85364
MARQUEZ JESUS L	1810 S MADISON AVE	YUMA AZ 85364
MARTINEZ ORALIA	1761 S MADISON AVE	YUMA AZ 85364
MAY VIOLA	5435 E 38TH PLACE	YUMA AZ 85365
NEXT LEVEL HOME BUYERS LLC	2903 W 12TH PL	YUMA AZ 85364
ORTIZ MARCO A & CARMEN M CPWROS	8795 E 24TH LN	YUMA AZ 85365
PANHO LLC	350 W 16TH ST STE 332	YUMA AZ 85364
QUINTANA JOSE T & MARIA C JT	7248 E 25TH PL	YUMA AZ 85365
QUINTERO MARIA TRUST 4-10-2024	PO BOX 1903	WINTERHAVEN CA 92283
QUINTERO VALERIE JEAN	2160 S DEL VALLE WAY	YUMA AZ 85364
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
SMITH WM MICHAEL & DELLA E	1321 W 19TH ST	YUMA AZ 85364
SPONGROSS KATHY M	1715 S MADISON AVE LOT A	YUMA AZ 85364
TRES ESTRELLAS HOLDINGS LLC	13484 S AVENUE 5 E	YUMA AZ 85365
WAKAMATZU ICELA	267 E PALO VERDE DR	YUMA AZ 85364
YUMA CITY OF	ONE CITY PLAZA	YUMA AZ 85364

**ATTACHMENT E**  
**NEIGHBOR MAILING**

This is a request by Eduardo Herrera to rezone one parcel, approximately .14 acres, from the Light Industrial/Infill Overlay (L-I/IO) District to the Low Density Residential/Infill Overlay (R-1-6/IO) District, for the property located at 1749 S. Madison Avenue, Yuma, AZ.

**MEETING DATE,  
TIME & LOCATION  
FOR CASE #  
ZONE-44151-2025**

**NEIGHBORHOOD MEETING**  
06/18/2025 @ 5PM  
ON-SITE

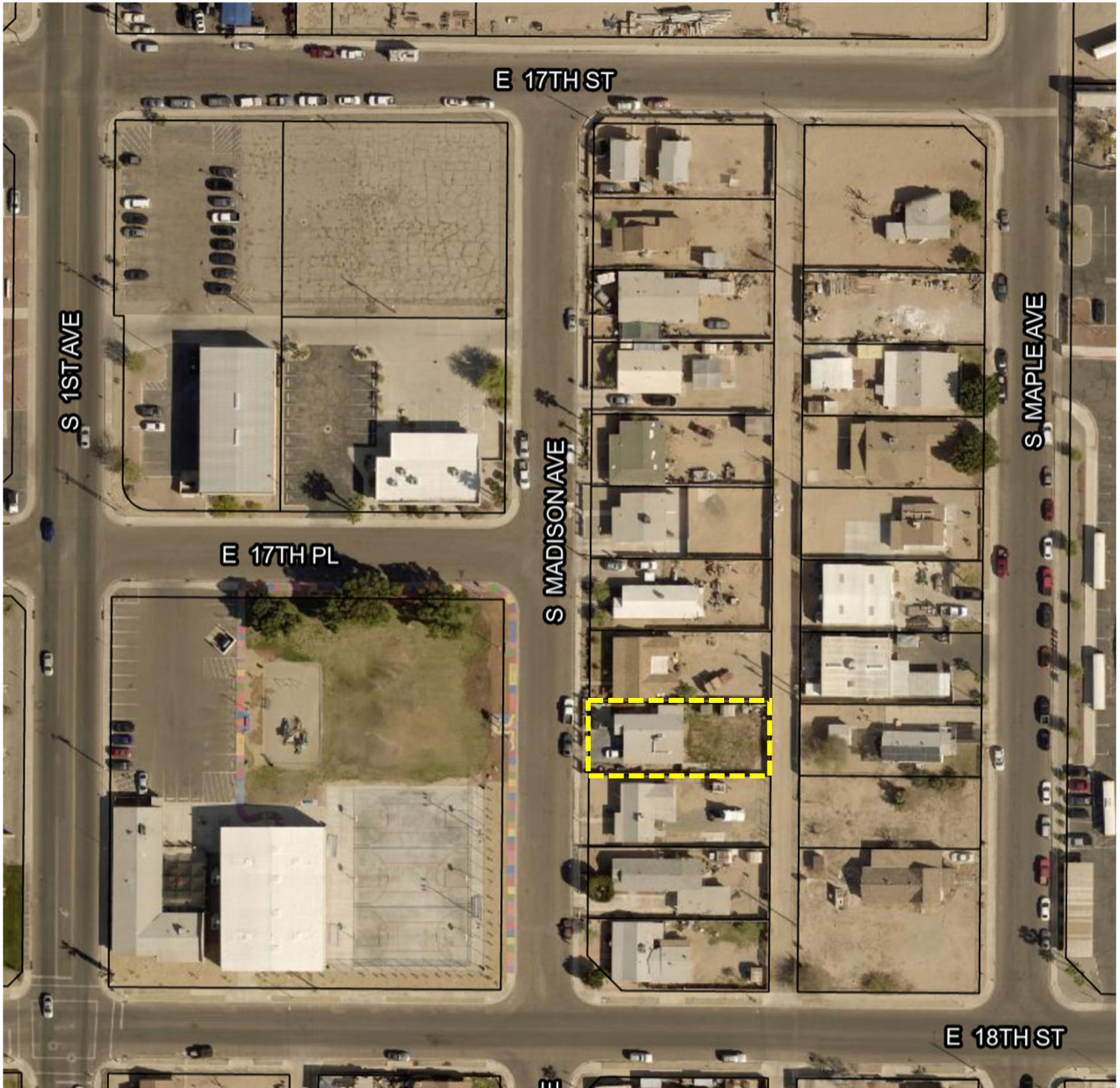
**PUBLIC HEARING**  
07/28/2025 @ 4:30pm  
City Hall Council Chambers  
One City Plaza, Yuma, AZ.



Because you are a neighbor within 300' of 1749 S. Madison Avenue, Yuma, AZ, you are invited to attend these public meetings to voice your comments. If you have questions or wish to submit written comments, please contact Zenia Fiveash by phone at (928) 373-5000 ext. 3040 or by email at [Zenia.Fiveash@YumaAz.gov](mailto:Zenia.Fiveash@YumaAz.gov). All written comments must be submitted by 12:00 pm (**the day of the hearing**) to be included in the public record for consideration during the hearing.



ATTACHMENT F  
AERIAL PHOTO



**ORDINANCE NO. O2025-032**

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

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on July 28, 2025 in Zoning Case No: ZONE-44151-2025 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 July 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-44151-2025 and the probable impact on the cost to construct housing for sale or rent that may occur as a result of this rezoning, and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

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

*A portion of land located in the Northeast Quarter of the Northeast Quarter of Section 33, Township 8 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, and being more particularly described as follows;*

*Block 6, Lot 21 of the Clarence Trigg Subdivision Unit No. 2, subdivision plat, Book 3, Page 67, Dated May 18, 1951 as recorded in Yuma County Records Office, City of Yuma, State of Arizona.*

*Containing 6329.00 Sq. Ft. or 0.15 of an acre, 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 \_\_\_\_\_, 2025.

APPROVED:

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

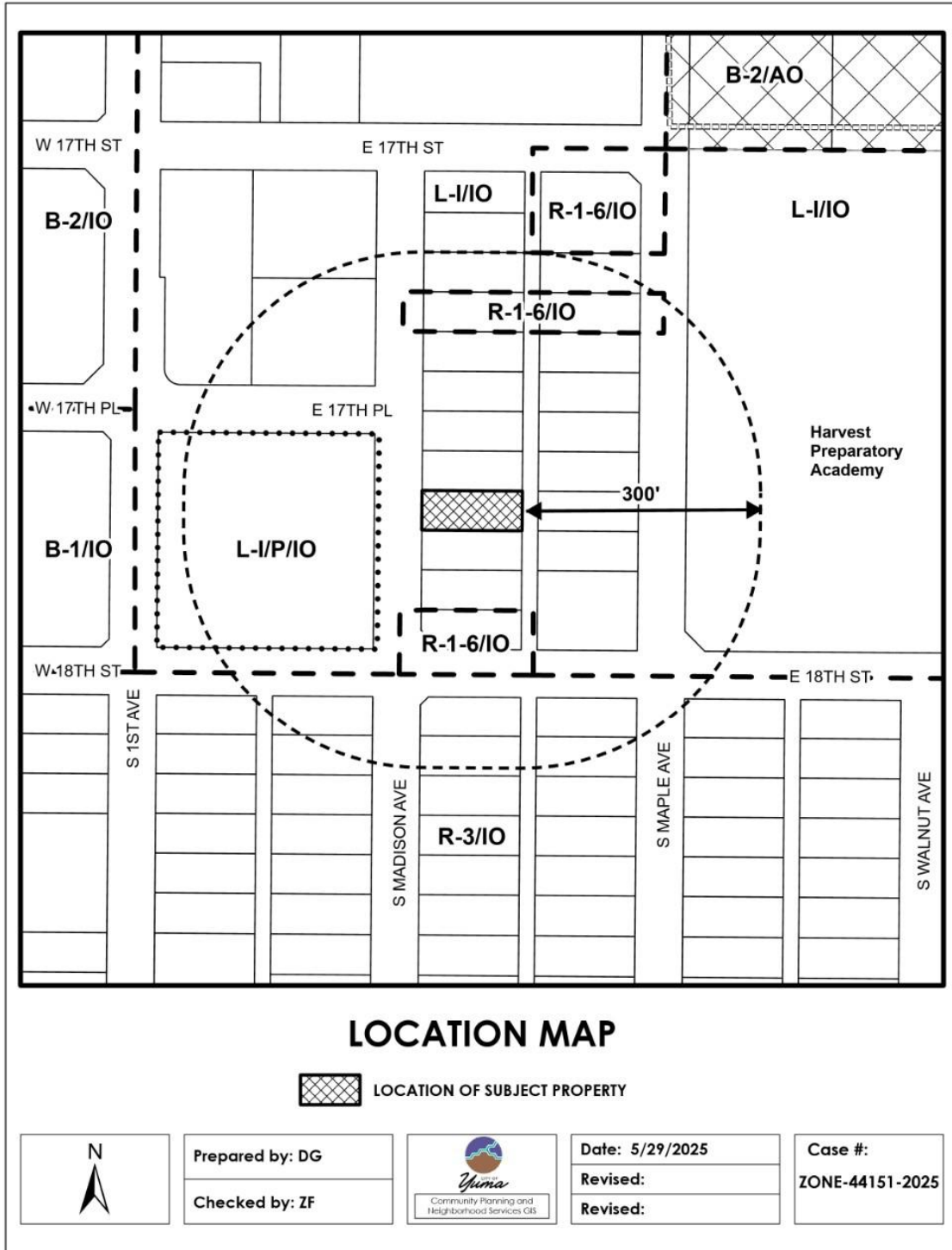
ATTESTED:

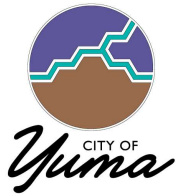
\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

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

## Exhibit A





# City of Yuma

## City Council Report

File #: O2025-033

Agenda Date: 9/3/2025

Agenda #: 4.

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

### TITLE:

**Amend Yuma City Code: 2024 International Building Code with Amendments**

### SUMMARY RECOMMENDATION:

Amend Yuma City Code Chapter 15, Sections 150-015 and 150-016. (Community Development/Building Safety) (Randall Crist)

### STRATEGIC OUTCOME:

Modern up-to-date construction codes align with the City Council's strategic outcome of Safe and Prosperous by providing enhanced minimum life safety requirements through modern technology, materials and techniques for the built environment.

### REPORT:

The 2018 International Building Code is the City of Yuma's current building code, adopted on December 5, 2018. Updated editions of the code are published every three years and the City of Yuma has typically followed a six-year cycle for updating the codes.

To stay current with the code cycle and establish criteria for regulation of commercial buildings and structures, it is necessary to amend the City Code, adopting by reference the 2024 International Building Code (2024 IBC), including Appendices C, I, J, K, and O with Amendments recommended by the Building Advisory Board dated February 12, 2025.

The 2024 IBC offers updated materials and procedures for the commercial built environment. The 2024 IBC correlates with the other International series of codes adopted by City of Yuma already in place. Additionally, the certifications, educational training, and code opinions available from the International Code Council for the Building Safety Staff are available using only the most up-to-date editions of the codes.

The nationally published codes are amended to fit Yuma's regional and local conditions, such as soils, ambient temperatures and seismic considerations.

A review of the 2024 IBC was undertaken during a series of nine public meetings of the Building Advisory Board (August 2024 through February 2025). Prior to the review of the new code, emails were sent to nearly 100 firms in the design and construction community, inviting their participation and input at the public meetings. Members of the public from the design and construction community and representatives from Yuma County Development Services, Somerton and San Luis were in attendance at the Board meetings and provided input along with Board members and City staff. The Yuma Fire Department also participated in the reviews.

City staff and the Board included the review for Chapter 11 - Accessibility in this review cycle. In previous code cycles

Chapter 11 was omitted, instead adopting only the 2010 ADA for accessibility (as required by Arizona Statute). Along with the 2010 ADA, there are advantages to the Yuma Community to also adopt Chapter 11. Chapter 11 provides a locally enforceable accessibility code for new building construction and alterations, whereas enforcement for the 2010 ADA is through the Federal and State Departments of Justice. Chapter 11 provides new and modern accessibility enhancements that are not currently recognized or required in the 2010 ADA.

A comprehensive overview of the significant changes to the code was presented by City staff, along with review and explanation of proposed code amendments. At the February 12, 2025 meeting, the Building Advisory Board voted to approve the 2024 IBC, as amended, and recommended to forward to City Council for consideration.

In summary, the Building Safety staff agrees with the Building Advisory Board recommendations of adoption of the 2024 International Building Code, including Appendices C, I, J, K, and O with Amendments dated February 12, 2024.

**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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025

## ORDINANCE NO. O2025-033

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 15 OF THE YUMA CITY CODE, CHAPTER 150, SECTIONS 150-015 AND 150-016, ADOPTING BY REFERENCE THE 2024 *INTERNATIONAL BUILDING CODE*, INCLUDING APPENDICES C, I, J, K, AND O, AND THE AMENDMENTS RECOMMENDED BY THE BUILDING ADVISORY BOARD DATED FEBRUARY 12, 2025, AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, on December 5, 2018, the City Council adopted the *2018 International Building Code*; and,

WHEREAS, the City Council has considered the recommendation of the Building Advisory Board based on their actions taken at the meeting of February 12, 2025, recommending adoption of the *2024 International Building Code*, with Appendices C, I, J, K, and O, with recommended amendments; and,

WHEREAS, up to date modern codes help protect the built environment from natural disasters and fires, and offer safe environments for the occupants of both residential and commercial structures; and,

WHEREAS, the City of Yuma is desirous of adopting the *2024 International Building Code*, with Appendices C, I, J, K, and O with the amendments recommended by the Building Advisory Board to keep current with the code cycle and reflect modern technology, materials and techniques;

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

**SECTION 1:** Yuma City Code Title 15, Chapter 150, Section 15 is amended to delete the following strikethrough text and add the following underlined text:

### **§ 150-015 Adoption of the ~~2018~~ 2024 International Building Code.**

(A) ~~That certain~~ Certain documents, three copies of which are on file as public record in the office of the City Clerk of the City of Yuma, ~~being marked and titled as the 2018~~2024 International Building Code, ~~which was made public record by Resolution R2018-029,~~ including Appendices C, I, J, K, and O, ~~of said Building Code~~, as amended herein, are hereby adopted by reference and made a part hereof as if fully set out herein.

(B) Arizona Revised Statutes, Title 41, Chapter 9, Article 8 (A.R.S. § 41-1492 et seq.) is hereby adopted by reference as if set out in full in this section.

**SECTION 2:** Yuma City Code Title 15, Chapter 150, Section 16 is amended to delete the following strikethrough text and add the following underlined text:

### **§ 150-016. Amendments.**

The following amendments, additions, and deletions are hereby made to the ~~2018~~ 2024 International Building Code, as adopted by this subchapter. Paragraph, section numbers refer to the International Building Code, ~~2018~~ 2024 edition numbering system. Code references not amended in this section shall be enforced as published in the reference document.



(A) **Section [A] 101.1 Title.** “These regulations shall be known as the Building Code of the City of Yuma, hereinafter referred to as ‘this code.’”

~~(B) **Section [A] 101.4.5 Fire prevention.** The provisions of the current adopted fire code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.~~

(CB) **Section [A] 103.1 Creation of enforcement agency.** “The Department of Community Development, Building Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

~~(DC)~~ **Section [A] 104.10.1 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

~~(ED)~~ **Section [A] 105.2 Work exempt from permit.** Add the following additional item under the heading, “**Building:**”

14. “Window replacements of like size where framing is not altered and any required emergency egress dimensions are not diminished from existing, in Group R-3 one-and two-family dwellings and installed by either a licensed contractor or owner-occupant of the residence.”

~~(FE)~~ **Section [A] 105.3.2 Time limitation of application.** “An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause shall be demonstrated.”

~~(GF)~~ **105.8 Construction Debris.** Construction sites shall be kept reasonably clean of construction debris during the course of construction. Construction debris shall be removed or retained on the lot and not be at risk to be displaced from the lot by wind. Debris shall not be allowed to transfer to adjacent lots or City rights-of-way.

If the Building Official determines that the construction site is not in compliance with this section or the debris presents a safety hazard for inspection personnel, inspections shall not be performed until the construction site is cleaned.

~~(HG)~~ **Section [A] 107.2.2 Fire protection system shop drawings.** “Plan submittal documents shall include either a statement of the design criteria for the fire protection system(s) to also include a current fire flow test within the past 12 months, or the complete design, plans, calculations and data for the fire protection system(s). If only the statement of design criteria and fire flow test is initially submitted, the complete design, plans, calculations and data for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved in writing by the Fire Department prior to the



start of system installation. In addition, where applicable, shop drawings, calculations and data shall be submitted and shall contain all information as required by the referenced installation standards in Chapter 9.”

~~(H)~~ **Section [A] 107.2.6.1 Design flood elevations.** Delete section in its entirety in favor of adopted City floodplain ordinances.

~~(J)~~ **Section [A] 109.2 Schedule of permit fees.**

**TABLE 1-A: BUILDING PERMIT FEES**

<b>Schedule of Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500	\$50.00
\$501 to \$2,000	\$50.00 for the first \$500 plus \$4 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$110.00 for the first \$2,000 plus \$16 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$478.00 for the first \$25,000 plus \$12 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$780.00 for the first \$50,000 plus \$8 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,180.00 for the first \$100,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,580.00 for the first \$500,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$6,580.00 for the first \$1,000,000 plus \$4 for each additional \$1,000, or fraction thereof
<b>Other Inspections and Fees:</b> <ol style="list-style-type: none"> <li>1. Permit fees for mechanical, plumbing and electrical shall be as indicated per applicable fee tables of the respective ordinances.</li> <li>2. Inspections outside of normal business hours, <del>\$50</del>75 per hour* (minimum charge – 2 hours)</li> <li>3. Reinspection fees of <del>\$50</del>75 per hour*, for work not ready for inspection.</li> <li>4. Inspections on weekends and holidays, <del>\$100</del>150 per hour* (minimum charge – 2 hours)</li> <li>5. Inspection fees for which no fee is specifically indicated, <del>\$50</del>75 per hour* (minimum charge – one-half hour)</li> <li>6. Additional plan review required by changes, additions or revisions to plans, <del>\$50</del>75 per hour* (minimum charge – one-half hour)</li> <li>7. For use of outside consultant. For plan checking and inspections, or both Actual Costs**</li> </ol>	
<p>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This shall include supervision, hourly wages and fringe benefits of the employees involved.</p> <p>** Actual costs include administrative and overhead costs.</p>	

~~(K)~~ **[A] 109.2.1 Plan review fees.** When submittal documents are required by Section [A] 107.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section [A] 109.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 1-A.<sup>2</sup>

~~(L)~~**K** **Section [A] 109.4 Work commencing before permit issuance.** Add to end of section, “An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined by the building official, based on the circumstances, nature, and severity of the infraction. The minimum investigation fee shall be \$50.00 and the maximum shall be an amount up to the same as the fee set forth in Table 1-A.”

~~(M)~~**L** **Section [A] 109.6 Refunds.** “The building official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.<sup>2</sup>

~~(N)~~**M** **Section [A] 110.3.56 Lath and gypsum board panel product inspection.** Delete exception to section.

~~(O)~~**N** **Section [A] 110.3.142.1 Flood hazard documentation.** “If located in a flood hazard area, documentation of the elevation of the lowest floor as required in adopted City floodplain ordinances shall be submitted to the building official and the City floodplain administrator prior to the final inspection.<sup>2</sup>

~~(P)~~**O** **Section [A] 113.1 General.** Add to end of section, “The membership of the Building Advisory Board, as prescribed in Section 150-008 of the Yuma City Code, will be the Board of Appeals.”

~~(Q)~~**P** **Section [A] 113.3 Qualifications.** Delete section in its entirety.

~~(R)~~**Q** **Section [A] 114.4 Violation penalties.** “Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of *the approved construction documents* or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalty and fine described in this ordinance.<sup>2</sup>

~~(S)~~**R** **Section [A] 115.34 Unlawful continuance Failure to comply.** Amend to read, “Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalty and fine described in this ordinance.<sup>2</sup>

(S) **Section [F] 903.2 Where required.** Add to end of section, “Requirements in Sections [F] 903.2.1 through [F] 903.2.10 are superseded by the current adopted fire code.”

(F) **CHAPTER 11 ACCESSIBILITY.** Delete entire text of Chapter 11 and amend to read, “Buildings and facilities shall be designed and constructed to be accessible in accordance with Arizona Revised Statutes, Title 41, Chapter 9, Article 8, Public Accommodations and Services, The Arizonans with Disabilities Act, R10-3-401 through R10-3-404, which includes —28 CFR 35 and 28 CFR 36 and Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).”

(T) **Section 1102.1 Design.** Amend to read, “Buildings and facilities shall be designed and constructed to be *accessible* in accordance with Arizona Revised Statutes, Title 41, Chapter 9, Article 8, Public Accommodations and Services, The Arizonans with Disabilities Act, R10-3-401 through R10-3-404, which includes – 28 CFR 35 and 28 CFR 36 and Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), and this code and ICC A117.1.”

(U) **Section 1609.3 Basic design wind speed.** Add to end of Section, “The basic design wind speed, V, for all locations in City of Yuma, shall be as follows:

Risk Category I: —93 mph  
Risk Category II: —99 mph  
Risk Category III: —106 mph  
Risk Category IV: —110 mph”

(U) **Section 1110.10 Elevators.** Add to end of section, “Passenger elevators shall be utilized as part of an accessible route in new construction to connect three or more stories (or levels), other than structures with four or more dwelling units.”

(V) Create new subsection, “**1110.10.1, Lula Elevators.** Lula (Limited-Use/Limited Application) elevators are permitted to be a part of a required accessible route in new construction to connect up to two stories (or levels) in buildings other than offices of health care providers, government buildings and multiple tenant facilities containing five or more tenant spaces used for the sales or rental of goods and where at least one such tenant space is located on a floor level above or below the accessible levels.”

(W) **Section 1613.2.5 Determination of seismic design category.** Add to end of section, “Regardless of design methodology utilized, all locations in City of Yuma shall be classified as *Seismic Design Category D*.”

(VW) **SECTION 1612 FLOOD LOADS.** Delete section in its entirety in favor of adopted City floodplain ordinances.”

(X.) **Section 1611.1 Design rain loads.** Add to end of section, “Design hourly rainfall for all locations in City of Yuma shall be taken as 2.25 inches (56 mm).”

(YX) **Section 1705.6 Soils.** Amend exception to read: “**Exception:** Where Section 1803 does not require reporting of materials and procedures for fill placement, the special inspector shall verify that the in-place dry density of the compacted fill is not less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D

1557, or not less than 95 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D 698 where approved by the building official.”

(ZY) **Section 1804.6 Compacted fill material.** ~~Amend exception to read:~~ **“Exception:** Compacted fill material 12 inches (305 mm) in depth or less need not comply with an approved report, provided that the in-place dry density is not less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D 1557, or not less than 95 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D 698 where approved by the building official. The compaction shall be verified by special inspection in accordance with Section 1705.6.”

(Z) **Section 1807.2.5.1 Where required.** Add to end of section, “Guards may be required at other fall hazard conditions where deemed necessary by the Building Official.”

(AA) **Section 2304.10.56.1 Fasteners and connectors for preservative-treated wood.** Add second exception to section and renumber accordingly:

“2. Fasteners for preservative-treated wood sill plates to studs in areas not normally subjected to high moisture.”

(BB) **Section 2512.1.2 Weep screeds.** Amend second sentence to read, “The weep screed shall be placed not less than 4 inches (102 mm) above the earth or ¾” (19 mm) above paved areas and be of a type that will allow trapped water to drain to the exterior of the building.”

(CC) **Section 2902.6 Small Occupancies.** Add to end of section, “In other than Assembly uses and Educational facilities, drinking fountains are not required for an occupant load of 25 or fewer.”

(DD) ~~[P] Table 2902.1 Minimum Number of Required Plumbing Fixtures.~~ Add second sentence to footnote “F” of table, ~~“In other than Group A and E Occupancies, drinking fountains are not required for an occupant load of 25 or fewer.”~~

(DD) **Section 3302.1 Site safety plan.** Amend first sentence to read, “When required by the Fire Code Official or the Building Official, the owner or owner’s authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration or demolition work.”

(EE) **3304.2 Dust Control.** Prior to construction, a plan shall be submitted to the building official outlining the steps that will be taken throughout construction to minimize and control dust associated with the project.

(FF) **Section J101.1 Scope.** Add to end of section, “The provisions of this chapter are intended to be used in conjunction with the provisions set forth in City Ordinance No. 1670; and 1836; and O2004-72; and O2005-15; and O2006-38; and O2007-78.”

(GG) **Section J103.1 Permits required.** Amend by adding Grading Permit Fee Table J-1, in accordance with fee provisions of Section [A] 109 Fees:

**TABLE J-1 – GRADING PERMIT FEES**

<b>Schedule of Grading Permit Fees</b>	
Cubic Yards	Fee
1 to 50	\$23.50
51 to 100	\$37.00
101 to 1000	\$37.00 for the first 100 plus \$17.50 for each additional 100 cubic yards, over 100 cubic yards, or fraction thereof
1,001 to 10,000	\$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 cubic yards, over 1,000 cubic yards, or fraction thereof
10,001 to 100,000	\$325.00 for the first 10,000 plus \$66.00 for each additional 10,000 cubic yards, over 10,000 cubic yards, or fraction thereof
100,001 or more	\$919.00 for the first 100,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards over 100,000 cubic yards, or fraction thereof
<b>Other Inspections and Fees:</b> <ol style="list-style-type: none"> <li>1. Inspections outside of normal business hours, <del>\$50</del><u>75</u> per hour* (minimum charge – 2 hours)</li> <li>2. Reinspection fees of <del>\$50</del><u>75</u> per hour*, for work not ready for inspection.</li> <li>3. Inspection fees for which no fee is specifically indicated, <del>\$50</del><u>75</u> per hour* (minimum charge – one-half hour)</li> <li>4. Inspections on Weekends and Holidays, <del>\$100</del><u>150</u> per hour* (minimum charge – 2 hours)</li> <li>5. For use of outside consultant. For inspections, Actual Costs**</li> </ol>	
<p>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This shall include supervision, hourly wages and fringe benefits of the employees involved.</p> <p>** Actual costs include administrative and overhead costs.</p>	

(HH) **“J104.5 Plan review fees.** When submittal documents are required by Section J104.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. ~~Said~~The plan review fee shall be in accordance with Table J-2 Grading Plan Review Fees.

The plan review fees specified in this section are separate fees from the permit fees specified in Section J103.1 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table J-2<sup>22</sup>

**TABLE J-2 – GRADING PLAN REVIEW FEES**

<b>Schedule of Grading Permit Fees</b>	
Cubic Yards	Fee
0 to 50	No fee
51 to 100	\$23.50
101 to 1000	\$37.00
1,001 to 10,000	\$49.25

10,001 to 100,000	\$49.25 for the first 10,000 plus \$24.50 for each additional 10,000 cubic yards, over 10,000 cubic yards, or fraction thereof
100,001 to 200,000	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards over 100,000 cubic yards, or fraction thereof
200,001 or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards over 200,000 cubic yards, or fraction thereof
<b><u>Schedule of Grading Permit Fees</u></b>	
<b>Other Fees:</b> <ol style="list-style-type: none"> <li>1. Additional plan review required by changes, additions or revisions to plans, <del>\$50</del><u>75</u> per hour* (minimum charge – one-half hour)</li> <li>2. For use of outside consultant. For plan checking, Actual Costs**</li> </ol>	
<p>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This shall include supervision, hourly wages and fringe benefits of the employees involved.</p> <p>** Actual costs include administrative and overhead costs.</p>	

(II.) **Section J107.5 Compaction.** “All fill material shall be compacted to 90 percent of maximum density as determined by ASTM D 1557, Modified Proctor, or 95 percent of maximum density as determined by ASTM D 698, Standard Proctor where approved by the building official, in lifts not exceeding 12 inches (305 mm) in depth, or as recommended in the certified geotechnical report.”<sup>22</sup>

**SECTION 3:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, effective thirty (30) days from the adoption hereof. All ordinances or parts of ordinances not amended or repealed by the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4:** This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

**SECTION 5:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 6:** Violations of this Ordinance are subject to the following penalties:

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 of this ordinance shall be deemed guilty of a class 1 misdemeanor and shall be punished by a fine not to exceed \$1,000, or by imprisonment for not more than ten days, or by both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof, shall be punishable as herein provided.

SECTION 7: Three copies of the *2024 International Building Code*, with Appendices C, I, J, K, shall be kept as exhibits on file at the City Clerk's Office.

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

APPROVED:

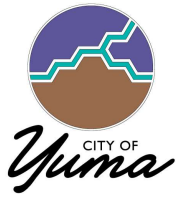
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: O2025-034

Agenda Date: 9/3/2025

Agenda #: 5.

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

### TITLE:

**Amend Yuma City Code: 2024 International Residential Code with Amendments**

### SUMMARY RECOMMENDATION:

Amend Yuma City Code Chapter 150, Sections 150-180 and 150-181. (Community Development/Building Safety) (Randall Crist)

### STRATEGIC OUTCOME:

Modern up-to-date construction codes align with the City Council Strategic Outcome of Safe and Prosperous by providing enhanced minimum life safety requirements through modern technology, materials and techniques for the built environment.

### REPORT:

The 2018 International Residential Code For One- and Two-Family Dwellings is the City of Yuma's current residential building code, adopted on December 5, 2018. Updated editions of the code are published every three years and the City of Yuma has typically followed a six-year cycle for updating the codes.

To stay current with the code cycle and establish criteria for regulating residential buildings and structures, it is necessary to amend the City Code, adopting by reference the 2024 International Residential Code for One- and Two-Family Dwellings (2024 IRC), including Appendices BB, BF, BG, BH, BJ, BO, CD, and CF with Amendments recommended by the Residential Advisory Board dated July 30, 2025.

The 2024 IRC offers updated materials and procedures for the residential built environment. The IRC correlates with the other series of International Codes adopted by City of Yuma that are in place at this time. Additionally, the certifications, educational training and code opinions available from the International Code Council for the Building Safety Staff are only available using the most up-to-date editions of the codes.

The nationally published codes are amended to fit Yuma's regional and local conditions, such as soils, ambient temperatures and seismic considerations.

A review of the 2024 IRC was undertaken during a series of twelve public meetings of the Residential Advisory Board (September 2024 through July 2025). Prior to the review of the new code, emails were sent to nearly 100 firms in the design and construction community inviting their participation and input at the public meetings. Members of the public, design and construction community and representatives from Yuma County Development Services, Somerton and San Luis were in attendance at the Board meetings and provided input



along with Board members and City staff. The Fire Department also participated in the reviews.

A comprehensive overview of significant changes to the code was presented by City staff, along with review and explanation of proposed code amendments. At the July 30, 2025, meeting the Residential Advisory Board voted to approve the 2024 IRC as amended and recommended to forward to City Council for consideration.

The 2024 IRC is an all-inclusive code document that includes all provisions needed for residential construction, including building, structural, mechanical, plumbing and electrical systems.

The 2024 IRC includes provisions for residential energy efficiency and the City values providing energy efficient homes. The proposed amendments maintain the current high levels of energy efficiency.

In summary, the Building Safety staff agrees with the Residential Advisory Board recommendation of adoption of the 2024 International Residential Code For One- and Two-Family Dwellings, including Appendices BB, BF, BG, BH, BJ, BO, CD, and CF with Amendments dated July 30, 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: 8/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/26/2025

**ORDINANCE NO. O2025-034**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 15 OF THE YUMA CITY CODE, CHAPTER 150, SECTIONS 150-180 AND 150-181, ADOPTING BY REFERENCE THE 2024 INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO- FAMILY DWELLINGS, INCLUDING APPENDICES BB, BF, BG, BH, BJ, BO, CD, AND CF, AND THE AMENDMENTS RECOMMENDED BY THE RESIDENTIAL ADVISORY BOARD DATED JULY 30, 2025, AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, on December 5, 2018, the City Council adopted the *2018 International Residential Code for One- and Two-Family Dwellings*; and,

WHEREAS, the City Council has considered the recommendation of the Residential Advisory Board based on their actions taken at the meeting of July 30, 2025, recommending adoption of the *2024 International Residential Code for One- and Two-Family Dwellings*, with Appendices BB, BF, BG, BH, BJ, BO, CD, and CF with amendments recommended by the Board; and,

WHEREAS, up to date modern codes help protect the built environment from natural disasters and fires, and offer safe environments for the occupants of both residential and commercial structures; and,

WHEREAS, the City of Yuma is desirous of adopting the *2024 International Residential Code for One- and Two-Family Dwellings* with Appendices BB, BF, BG, BH, BJ, BO, CD, AND CF and the amendments recommended by the Residential Advisory Board to keep current with the code cycle and to reflect modern technology, materials and techniques;

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

SECTION 1: Yuma City Code Title 15, Chapter 150, Section 15 is amended to delete the strikethrough text and insert the following underlined text:

**§ 150-180 Adoption of the ~~2018~~2024 International Residential Code for One-and Two-Family Dwellings.**

~~That certain~~ Certain documents, three copies of which are on file as public record in the office of the City Clerk of the City of Yuma, ~~being marked and titled as the 2018~~2024 International Residential Code for One-and Two-Family Dwellings, ~~which was made public record by Resolution R2018-030, including Appendices G, H, J, K, O, P, Q, and S~~ BB, BF, BG, BH, BJ, BO, CD, and CF of said the International Residential Code, as amended herein, are hereby adopted by reference and made a part hereof as if fully set out in the entirety ~~herein~~.

SECTION 2: Yuma City Code Title 15, Chapter 150, Section 181 is amended to delete the strikethrough text and insert the following underlined text:

## § 150-181. Amendments.

The following amendments, additions, and deletions are hereby made to the ~~2018~~2024 International Residential Code for One- and Two-Family Dwellings, as adopted by this subchapter. Paragraph, section numbers refer to the ~~2018~~2024 International Residential Code for One- and Two-Family Dwellings numbering system. Code references not amended in this section shall be enforced as published in the reference document.

(A) **Section R101.1 Title.** ~~Amend to read,~~ “These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of Yuma, and shall be cited as such and will be referred to herein as ‘this code.’”

(B) **Section R101.2 Scope.** Add to end of **Exception:** “Subject to preemption by Arizona Revised Statutes, Title 9, Chapter 7, Article 1, Section 807, Mandated Sprinklers in Certain Residences Prohibited.”

(C) **Section R102.4 Referenced codes and standards.** ~~Add to end of section, “Where reference in this code is made to the *International Fire Code*, it shall be taken to mean the current adopted fire code.”~~

(D) **Section R103.1 Creation of enforcement agency.** Amend first sentence to read, “The Department of Community Development, Building Safety Division is hereby created and the official in charge thereof shall be known as the building official.”

(E) **Section R104.2.310.1 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(F) **Section R105.1 Required.** Add to end of section, “In addition, Park Models, as defined in Chapter 2 of the Code, require a building permit for placement. Electrical connections that are hard-wired to the unit require a separate permit. Mechanical equipment that is external to the unit requires a separate permit. Tie-down anchors are required for park model installations as specified in Chapter 4.”

(G) **Section R105.2 Work exempt from permit.** Add new items #11 and #12, under “**Building**”:

11. “Window replacements of like size where framing is not altered and any required emergency egress dimensions are not diminished from existing.
12. Replacement of an existing electric water heater in the same location.

Items #11 and #12 apply only to work performed by a licensed contractor or the owner/occupant of the premises.”

(H) **Section R105.10 Toilet facilities on construction sites.** Toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition. Construction worker toilets of the non-sewer type shall conform to ANSI Z4.3.

Toilet facilities shall be required at a ratio of at least one toilet for a maximum of 15 lots under construction.”

~~(H)~~ **“Section R105.11 Construction Debris.** Add to end of section, “Construction sites shall be kept reasonably clean of construction debris during the course of construction. Construction debris shall be removed or retained on the lot and not be at risk to be displaced from the lot by wind. Debris shall not be allowed to transfer to adjacent lots or City rights-of-way.

If the Building Official determines that the construction site is not in compliance with this section or the debris presents a safety hazard for inspection personnel, inspections shall not be performed until the construction site is cleaned.”

If a jobsite receives multiple infractions for excessive construction debris, the building official is authorized to assess a fee of up to \$75.00 per day, until the infraction is resolved.”

~~(J)~~ **Section R106.1.4 Information for construction in flood hazard areas.** Delete item 4 in its entirety.

~~(K)~~ **Section R106.4 Amended Construction documents.** Add to end of section, “Changes may be made without resubmittal that are not affecting code-related items, or when otherwise approved by the building official.”

~~(L)~~~~(K)~~ **Section R108.2 Schedule of permit fees.** Amend by adding Building Permit Fee Table 1-A.

**TABLE 1-A: BUILDING PERMIT FEES**

<b>Schedule of Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500	\$50.00
\$501 to \$2,000	\$50.00 for the first \$500 plus \$4 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$110.00 for the first \$2,000 plus \$16 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$478.00 for the first \$25,000 plus \$12 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$780.00 for the first \$50,000 plus \$8 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,180.00 for the first \$100,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,580.00 for the first \$500,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$6,580.00 for the first \$1,000,000 plus \$4 for each additional \$1,000, or fraction thereof

**Other Inspections and Fees:**

1. Permit fees for mechanical, plumbing and electrical shall be as indicated per applicable fee tables of the respective ordinances.
2. Inspections outside of normal business hours, ~~\$50~~75 per hour\* (minimum charge – 2 hours)
3. Reinspection fees of ~~\$50~~75 per hour\*, for work not ready for inspection.
4. Inspections on Weekends and Holidays, ~~\$100~~150 per hour\* (minimum charge – 2 hours)
5. Inspection fees for which no fee is specifically indicated, ~~\$50~~75 per hour\* (minimum charge – one-half hour)
6. Additional plan review required by changes, additions or revisions to plans, ~~\$50~~75 per hour\* (minimum charge – one-half hour)
7. For use of outside consultant. For plan checking and inspections, or both Actual Costs\*\*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This shall include supervision, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

~~(M)~~ **Section R108.2.1 Plan review fees.** When submittal documents are required by Section R106.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section R108.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 1-A.”

~~(N)~~ **Section R108.5 Refunds.** Amend to read, “The building official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee or applicant not later than 180 days after the date of fee payment.”

~~(O)~~ **Section R108.6 Work commencing before permit issuance.** Add to end of section, “An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined by the building official, based on the circumstances, nature, and severity of the infraction. The minimum investigation fee shall be \$50.00 and the maximum shall be an amount up to the same as the fee set forth in Table 1-A.”

(~~PQ~~) **Section R109.4 Approval required.** Add to end of section, “Inspection comments shall include code section references, when requested.”

(~~QP~~) **Section R110.32 Certificate issued.** Amend to read, “After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the jurisdiction, the building official may issue a certificate of occupancy upon request, containing the following:

1. The ~~building~~ permit number.
2. The address of the structure.
3. The name and address of the owner or the owner’s authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. If an automatic sprinkler system is provided and whether the sprinkler system is required.
9. Any special stipulations and conditions of the building permit.”

(~~RQ~~) **Section R112.1 General.** Add to end of section, “The membership of the Residential Advisory Board, as prescribed in Section 150-175 of the Yuma City Code, will be the Board of Appeals.”

(~~SR~~) **Section R112.3 Qualifications.** Delete section in its entirety.

(~~TS~~) **Section R113.4 Violation penalties.** Amend to read, “Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to the penalty and fine described in this ordinance.”

(~~UT~~) **Section R114.2 ~~Unlawful continuance~~ Failure to comply.** “Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalty and fine described in this ordinance.”

(~~VU~~) **Section R202 DEFINITIONS. “Park Model.** Any factory assembled portable unit, to which is affixed on Arizona recreational vehicle seal, mounted on a chassis and wheels, not more than 12 feet in width and no greater than 400 square feet nor less than 320 square feet in total area, and permanently connected to utilities that are necessary for the operation of the installed park model with no holding tank.”

(~~WV~~) **TABLE R301.2(~~4~~) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.** Amend table to add values applicable to this jurisdiction:

**TABLE R301.2(1)**  
**CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDER- LAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
0	115	No	D <sub>0</sub> <i>(in City of Yuma)</i>	Negligible	12"	Mod. to Heavy	39	No	1980, 1987, 2004, 2006	0	73.9
<b>Manual J Design Criteria<sup>a</sup></b>											
<b>Elevation</b>	<b>Latitude</b>	<b>Winter Heating</b>	<b>Summer Cooling</b>	<b>Altitude Correction Factor</b>	<b>Indoor Design Temp</b>	<b>Design Temp Cooling</b>	<b>Heating Temp Diff</b>				
207	33	45	109	0.9925	72	75	20				
<b>Cooling Temp Diff</b>	<b>Wind Velocity Heating</b>	<b>Wind Velocity cooling</b>	<b>Coincident Wet Bulb</b>	<b>Daily Range</b>	<b>Winter humidity</b>	<b>Summer Humidity</b>					
23.7	24	7.7	73	M	9.2 Gr.	127.1 Gr.					

GROUND SNOW LOAD <sup>o</sup>	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDER- LAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special Wind Region <sup>l</sup>	Windborne Debris Zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>				
0	115 <sup>99</sup>	No	No	No	D <sub>0</sub> <i>(in City of Yuma)</i>	Negligible	12"	Mod. to Heavy Negligible	No	1980, 1987, 2004, 2006	0	73.9
<b>Manual J Design Criteria<sup>a</sup></b>												
<b>Elevation</b>	<b>Altitude correctio n factor<sup>e</sup></b>	<b>Coincident wet Bulb</b>	<b>Indoor winter design relative humidity</b>	<b>Indoor winter design dry- bulb temperatur e</b>	<b>Outdoor winter design dry- bulb temperatur e</b>	<b>Heating temperatur e difference</b>						
207	.9925	73	50%	70	45	25						
<b>Latitude</b>	<b>Daily Range</b>	<b>Summer Design Gains</b>	<b>Indoor summer design relative humidity</b>	<b>Indoor Summer design dry- bulb temperatur e</b>	<b>Outdoor summer design dry- bulb temperatur e</b>	<b>Cooling temperatur e difference</b>						
33	H	-8	50%	75	109	34						

(XW) **Table R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.** Add to end of footnote f, “All locations in City of Yuma shall be classified as Seismic Design Category D<sub>0</sub>.”

(YX) **Section R301.2.2.6 Irregular buildings.** Add exception to Item 6. **Perpendicular shear wall and wall bracing.**

**“Exception:** Angled walls, per provisions of Section R602.10.1.4.”

(Y) **Section R301.2.2.10.1 Seismic restraint resistance.** Add exception to item 1.

**“Exception:** Tank type water heaters shall be anchored or strapped in the upper one-third and in the lower one-third of the appliance to resist a force equal to one-third of the operating weight of the water heater, acting in a horizontal direction, or in accordance with the appliance manufacturer’s recommendations, using approved seismic straps (and excluding use of ‘plumbers tape’).”

(Z) **Section R302.1 Exterior walls.** Add exceptions 6, ~~and 7,~~ and 8 to section:

6. “In mobile home parks and other applicable zoning districts (such as MHS, MHP, RVS, RV Co-Op) that are existing ~~at time of this code adoption prior to the 2012 IRC code adoption effective date of December 1, 2013,~~ dwelling units and their attached accessory structures are permitted to maintain their prior ~~approved~~ approved fire separation distance, subject to compliance with other City codes, but in no case shall the fire separation distance be less than 3 feet (914 mm), with unlimited unprotected openings, and no projections allowed.
7. For existing dwellings and other structures having legal, nonconforming setbacks at time of this code adoption, where approved by the zoning administrator and the building official, attached additions are permitted to comply with the existing nonconforming setbacks, provided the minimum fire separation distance is 3 feet (914 mm), with unlimited unprotected openings, and no projections allowed.”
8. Shade structures completely open on 4 sides, with no projections, shall be permitted to have a minimum fire separation distance of 3 feet (914 mm), and subject to applicable Zoning regulations.”

(AA) **Section R302.2.2 Common Walls.** Add to end of section, “Where common walls are not on a property line, pass-through of domestic water piping and electrical conduits (MC Cable or metal conduits), with approved firestop systems, shall be permitted.”

(BB) **Section R302.3.1 Dwelling unit separation.** Add to end of section, “If built on a property line, the separation wall shall be as required for Townhouses, per Section R302.2.”

(CC) **Section R304.1 Location required.** Delete the exception to Item 8 in this section.

(~~EEDD~~) **Section R31704.3.1 Fasteners for preservative-treated wood.** Add fourth exception to section:

1. “Fasteners for preservative-treated wood in areas not normally subjected to high moisture.”

(~~FFEE~~.) **Section R31805.1 Subterranean termite control methods.** Add to end of section, “Method 3 or 4 shall be incorporated per Section R317.1, regardless of other methods or combination of methods utilized.”



(GGFF.) **SECTION R32206 FLOOD-RESISTANT CONSTRUCTION.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(CCGG.) **Section R31309.2 One- and two-family dwellings automatic fire sprinkler systems.** Delete section in its entirety. (Preemption by ARS § 9-807).

(DDHH) **Section R31309.2.1 Design and installation.** Clarification: This section is to remain.

(AAII) **Section R30412.1 Minimum area.** Add to end of section, “Every dwelling unit shall have at least one habitable room that shall have not less than 120 square feet (11 m<sup>2</sup>) of gross floor area.”

(BBJJ) Create new section, “**R30412.4 Access from bedrooms.** Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.”

**Exception:** Units that contain fewer than two bedrooms.”

(KK) **Section R319.5.** Add to end of section, “Where wall finishes are replaced/altered (other than existing masonry openings), replacement windows shall comply as for new construction.”

(HH) **Section R324.2 Solar thermal systems.** Amend to read, “Solar thermal systems shall be designed and installed in accordance with Chapter 23 and the current adopted fire code.”

(LL) **Section R325.3 Mechanical Ventilation.** Add to end of section, “For other than whole house fans and kitchen hoods, *local* exhaust systems including, but not limited to bathrooms, water closet compartments, laundry rooms, etc., shall be provided with timer switches or automatic shutoff controls.”

(HMM) **Section R401.2 Requirements.** Add to end of section, “Engineered fill building pads shall be placed in 12-inch lifts, compacted to not less than 95% Maximum Density, per ASTM D698 or D1557. The building pads shall extend a minimum of 3-feet beyond the footprint of the building at an elevation level not less than 10-inches below the finished floor.

Park Model installations shall be provided with tie-downs using approved manufactured housing tie-down anchors. As a minimum, tie-down anchors shall be installed at each corner of the unit and intermediately spaced at maximum 12 feet (3658 mm) on-center.”

(JJNN) **Section R401.2 Requirements.** Add exception to section:

“**Exception:** Fills depths 12-inches or less may not require testing subject to determination by the building official.”

(KKOO) **Section R403.1.2 Continuous footing in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.**

~~Amend third sentence to read~~ Add to end of section, “Required interior braced wall panels at one-story and two-story buildings located in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub> shall be supported by continuous solid or fully grouted masonry or concrete footings in accordance with Section R403.1.3.4 at intervals not exceeding 60 feet (18288 mm) in both directions.”

~~(LLPP)~~ **Section R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.** Add to end of section, “The reinforcing steel requirements of this section and subsections shall also be applicable in Seismic Design Category C for unincorporated areas in Yuma County.”

~~(MMQQ)~~ **Section R403.1.3.4 Interior bearing and braced wall panel footings in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.** ~~Amend to read,~~ “In Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>, interior footings supporting bearing walls or braced wall panels with a foundation, and cast monolithically with a slab on grade, shall extend to a depth not less than 12 inches (305 mm) below the top of the slab.”

~~(NNRR)~~ **Section R403.1.4 Minimum depth.** Amend first sentence to read, “All exterior footings shall be placed at least 12 inches (305 mm) below the undisturbed ground surface, or 12 inches (305 mm) into engineered pad.”

~~(ΘΘSS)~~ **Section R403.1.6.1 Foundation anchorage in Seismic Design Categories C, D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.** Add item 7 to section:

7. “Interior braced wall panels when not supported by a continuous foundation shall be attached to the concrete slab on ground using ½ inch (12.7 mm) diameter anchor or expansion bolts spaced at not more than 6 feet (1829 mm) on center, or an equivalent method such as approved pneumatic anchor pins as per manufacturer requirements. Cut nails or adhesives shall not be permitted.”

~~(PPTT)~~ **Section R408.7 Flood Resistance.** Delete section in its entirety in favor of adopted City floodplain ordinances.

~~(QQUU)~~ **Section R506.1 General.** Add to end of section, “Control joints in unreinforced concrete slab-on-ground floors shall be provided at maximum 12 feet (3658 mm) on center in both directions.”

~~(RRVV)~~ **Section R506.23.3 Vapor retarder.** Amend section title to read, “**Section R506.23.3 Vapor retarder (Optional).**”

~~(SSWW)~~ **Section R602.10.1.3 Spacing of braced wall lines.** Add exception to section:

**“Exception:** As an exception to braced wall line spacing of Table R602.10.1.3, in detached one- and two-story dwellings, for seismic bracing, spacing between braced wall lines may be up to 30 feet (9144 mm) x 45 feet (13716 mm) for one single room and one attached garage, each not exceeding 1,350 square feet (125.42m<sup>2</sup>) per dwelling unit. When this exception is taken all the following shall apply:

- 1.1 Wall bracing at braced wall lines surrounding the single room and one attached garage shall be Method WSP of Section R602.10.4.
- 1.2 Braced wall panel locations shall be as per Sections R602.10.2.2 and R602.10.2.2.1, and length of bracing provided as per Sections R602.10.3 and R602.10.5.
- 1.3 The entire length of braced wall lines surrounding the single room and garage shall be continuously sheathed with wood structural panel sheathing (WSP).

- 1.4 Braced wall panel locations at the single room and garage shall have a maximum 3 1/2:1 height-width ratio, except for methods ABW and PFH of Section R602.10.4.
- 1.5 Braced wall lines surrounding the single room and garage shall be supported by continuous foundations around the entire braced wall lines.
- 1.6 Spacing of all other interior braced wall lines shall not exceed 25 feet.”

**(TFXX) Section R602.10.2.2.1 ~~Braced wall panel location~~ Location of braced wall panels in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.** Add exception 3 and 4 to section:

“3. Interior braced wall panels shall begin within 10 feet (3810 mm) from each end of a braced wall line as determined in Section R602.10.1.1.

4. For braced wall panel construction Method WSP of Section R602.10.4, the braced wall panel shall be permitted to begin no more than 12.5 feet (3810 mm) from each end of the braced wall line, where a designed collector is provided. See sketches SK1, SK2, and SK3 for designed collectors and applicable conditions.”

**(YY) Section R602.10.4.4 Panel joints.** Delete exception 4 to this section.

**(UUZZ) Section R602.10.7 Ends of braced wall lines with continuous sheathing.** Add exception to section:

“**Exception:** The first braced wall panel shall be permitted to begin 12.5 feet (3810 mm) from each end of the braced wall line in Seismic Design Category D<sub>0</sub>, where a designed collector is provided. See sketches SK1, SK2, and SK3 for designed collectors and applicable conditions.”

**(VVAAA) Section R602.10.8 Braced wall panel connections.** Add to end of section, “This section also applies for connections of interior braced wall panels to roof trusses and rafters.”

**(WWBBB) TABLE R702.3.5 MINIMUM THICKNESS AND APPLICATION OF GYPSUM BOARD AND GYPSUM PANEL PRODUCTS.** Amend last sentence of footnote “d” of table to read, “Where applying a water-based texture material, the minimum gypsum board thickness shall be increased from 3/8 inch to 1/2 inch for 16-inch on center framing.”

**(XXCCC) Section N1101.1614 (R401.3) Certificate (Mandatory).** Amend section title to read, “**Section N1101.14 (401.3) Certificate (Optional).**”

**(YYDDD) Section N1102.34 (R402.34) Fenestration (~~Prescriptive~~).** Add exception to section:

“**Exception:** Standard insulated garage doors shall be permitted at conditioned garages in new construction and are not subject to the fenestration air leakage requirements of Section N1102.4.3. For use of this exception the garage conditioning shall be a dedicated mechanical system. Register/diffuser openings at the garage ceiling shall include ceiling radiation dampers or ducts shall be constructed of minimum No. 26 gage (0.48 mm) sheet steel.”

(ZZEEE) **Section N1102.45 (R402.45) Air Leakage (Mandatory).** Add to end of section, “Building envelope air tightness and insulation installation shall be demonstrated to comply with one of the following options given by Section N1102.45.1.2 or N1102.45.1.34.”

(AAAAFF) **Section N1102.45.1.2 (R402.45.1.2) Air leakage Testing.** Amend section title to read, “N1102.45.1.2 (R402.45.1.2) Air leakage Testing option.”

(BBBGGG) **“Section-N1102.45.1.34 Visual inspection option.** The components listed in Table N1102.45.1.1 (R402.5.1.1), applicable to the method of construction, are field verified. Where required by the building official, an approved party independent from the installer of the insulation, shall inspect the air barrier and insulation.”

(CCCHHH) **Table N1102.45.1.1 (R402.45.1.1) AIR BARRIER AND INSULATION INSTALLATION.** Amend as follows:

- a. “COMPONENT, ‘Showers, tubs ~~on exterior wall~~ and fireplaces adjacent to the building thermal envelope.’ ~~Delete in its entirety~~ Optional.
- b. COMPONENT, ‘Electrical, ~~phone box~~ communications and other equipment boxes, housings and enclosures on exterior walls.’ ~~Delete in its entirety~~ Optional.”

(III) **Section N1103.2 (R403.2) Hot water boiler temperature reset.** Amend section title to read, “Section N1103.2 (R403.2) Hot water boiler temperature reset (Optional).”

(JJJ) **Section N1103.4.1 (R403.4.1) Protection of piping insulation.** Amend second sentence to read, “The protection shall provide shielding from solar radiation that can cause degradation of the material.”

(DDDKKK) **Section N1103.5 (R403.5) Service hot water systems.** Amend section title to read, “Service hot water systems (Optional).”

(EEE) **Section N1103.5.1 (R403.5.1) Heated water circulation and temperature maintenance systems (Mandatory).** Amend section title to read, “Heated water circulation and temperature maintenance systems (Optional).”

(FFLLLL) **Section N1103.6 (R403.6) Mechanical Ventilation.** Amend to section title to read, “Section N1103.6 (R403.6) Mechanical ventilation (Optional).”

(MMM) **Section N1103.6.4 (R403.6.5) Intermittent exhaust control for bathrooms and toilet rooms.** Amend section title and first sentence to read,

“Section N1103.6.4 (R403.6.5) Intermittent exhaust control for bathrooms, toilet rooms and laundry rooms. Where an exhaust system serving a bathroom or toilet room or laundry room is designed for intermittent operation, the exhaust system controls shall include one or more of the following:”

(NNN) “Section N1103.6.4 (R403.6.5) Intermittent exhaust control for bathrooms, toilet rooms and laundry rooms. Delete Items 3 and 4 from this section.”

~~(GGG000)~~ **Section N1103.10.3 (R403.10.3) Covers.** Amend section title to read, “**Section N1103.10.3 (R403.10.3) Covers (Optional).**”

~~(HHHPPP)~~ **Section N1103.12 (R403.12) Residential pools and permanent residential spas.**  
Delete section in its entirety.

~~(QQQ)~~ **SECTION N1104 (R404) ELECTRICAL POWER, LIGHTING AND RENEWABLE ENERGY SYSTEMS.** Amend section title to read, “**SECTION N1104 (R404) ELECTRICAL POWER, LIGHTING AND RENEWABLE ENERGY SYSTEMS (OPTIONAL)**”

~~(HH)~~ **Section N1104.1 (R404.1) Lighting equipment (Mandatory).** Amend section title to read, “**Section N1104.1 (R404.1) Lighting equipment (Optional).**”

~~(RRR)~~ **SECTION N1108 (R408) ADDITIONAL EFFICIENCY REQUIREMENTS**  
Amend section title to read, “**ADDITIONAL EFFICIENCY REQUIREMENTS (OPTIONAL).**”

~~(SSS)~~ **Section N1109.6 (R501.6) Change in space conditioning.** Add to end of section, “Permitted existing garages and accessory structures (excluding patio enclosures) shall be permitted to be conditioned, by use of approved ductless cooling/heating systems (maximum 2 tons total capacity), where such spaces are not being converted to habitable or livable spaces. Existing enclosed walls that are uninsulated shall be accepted. If accessible, the existing attic space shall be insulated as required for new construction.”

~~(TTT)~~ **Section N1110.2.5 Additional efficiency credit requirements for additions.** Amend section title to read, “**Section N1110.2.5 Additional efficiency credit requirements for additions (Optional).**”

~~(UUU)~~ **Section N1111.1.2.3 (R503.1.2.3) Duct system leakage.** Add to end of section, “This section applies to new duct sections only.”

~~(VVV)~~ **Section N1111.1.5 Additional efficiency credit requirements for substantial improvements.** Amend section title to read, “**Section N1111.1.5 Additional efficiency credit requirements for substantial improvements (Optional).**”

~~(WWW)~~ **Section M1307.7 Prohibited Support.** Delete section in its entirety.

~~(JJJXXX)~~ **Section M1602.2 Return Air Openings.** Amend Exception 58 to read:

“58. For other than dedicated HVAC systems, return air shall not be taken from indoor swimming pool enclosures and associated deck areas.”

~~(KKKYYY)~~ **Section G2406.2 (303.3) Prohibited locations.** Delete items 3 and 4 in their entirety.

~~(LLLZZZ)~~ **Section G2407.5 (304.5) Indoor combustion air.** Add to beginning of section, “Indoor combustion air shall not be used in new construction within the building envelope. Garages of minimum 400 square feet in area may use combination of infiltration and partial exterior combustion air for one standard water heater fuel gas appliance up to 50,000 Btu/h total input capacity.”

**(MMMMAAA) Section G2407.7 (304.7) Combination indoor and outdoor combustion air.** Add to beginning of section, “Combination indoor and outdoor combustion air shall not be used in new construction within the building envelope. Garages of minimum 400 square feet in area may use combination of infiltration and partial exterior combustion air for one standard water heater fuel gas appliance up to 50,000 Btu/h total input capacity.”

**(NNNBBBB) Section G2413.2 (402.2) Maximum gas demand.** Add to end of section, “Where an input rating is not indicated, the gas supplier, appliance manufacturer or a qualified agency shall be contacted, or the rating from Table G2413.2 may be used for estimating the volumetric flow of gas to be supplied.”

**TABLE G2413.2 (402.2)**  
**APPROXIMATE GAS INPUT FOR TYPICAL APPLIANCES**

APPLIANCE	INPUT BTU/H (Approx.)
<b>Space Heating Units</b>	
Hydronic boiler	
Single family	100,000
Multifamily, per unit	60,000
Warm-air furnace	
Single family	100,000
Multifamily, per unit	60,000
<b>Space and Water Heating Units</b>	
Hydronic boiler	
Single family	120,000
Multifamily, per unit	75,000
<b>Water Heating Appliances</b>	
Water heater, automatic instantaneous	
Capacity at 2 gal./minute	142,800
Capacity at 4 gal./minute	285,000
Capacity at 6 gal./minute	428,400
Water heater, automatic storage, 30- to 40-gal. tank	35,000
Water heater, automatic storage, 50-gal. tank	50,000
Water heater, domestic, circulating or side-arm	35,000
<b>Cooking Appliances</b>	
Built-in oven or broiler unit, domestic	25,000
Built-in top unit, domestic	40,000
Range, free-standing, domestic	65,000
<b>Other Appliances</b>	
Barbecue	40,000
Clothes dryer, Type 1 (domestic)	35,000
Gas fireplace, direct-vent	40,000
Gas light	2,500
Gas log	80,000
Refrigerator	3,000

For SI: 1 British thermal unit per hour = 0.293 W, 1 gallon = 3.785 L,  
1 gallon per minute = 3.785 L/min.

»

**(OOOCCCC) Section G2414.54.3 (403.54.3) Copper or copper-alloy tubing.** Add to end of section, “Copper or copper-alloy tubing shall not be used in natural gas piping systems, due to hydrogen sulfide content which cannot be guaranteed to be delivered from the serving utility provider to meet the code acceptable levels.”

**(PPPDDDD) Section G2415.12 (404.12) Minimum burial depth.** Amend to read, “Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade.”

(QQQEEEE) **Section G2415.12.1 (404.12.1) Individual outdoor appliances.** Delete section in its entirety.

(RRRFFFF) **Section G2415.17.1 (404.17.1) Limitations.** Amend exception 3 to read:

“3. Plastic pipe shall be permitted under uncovered outdoor patio, walkway and driveway slabs provided that the burial depth complies with Section G2415.12.”

(SSSGGGG) **TABLE G2427.10.2.4 (503.10.2.4) MINIMUM THICKNESS FOR GALVANIZED STEEL VENT CONNECTORS FOR LOW-HEAT APPLIANCES.**

Thickness	Gauge
“0.019 inch	28 Ga.
0.023 inch	26 Ga.
0.029 inch	24 Ga.
0.034 inch	22 Ga.
0.056 inch	18 Ga.”

(TTTTHHHH) **Section G2445.4 (621.4) Prohibited Locations.** Add to end of section, “Unvented room heaters shall not be installed in bedrooms or bathrooms.”

(UUUUIIII) **Section P2503.4 Building sewer testing.** Delete section in its entirety.

(JJJJ) **Section P2503.5.1 Rough plumbing.** In Item 1, revise 10 feet (3048 mm) to 5 feet 524 mm).

(VVVV) **Section P2503.5.2 Finished plumbing.** Delete item 2 in its entirety.

(WWWKKKK) **Section P2603.5.1 Sewer depth.** “Building sewers that connect to private sewage disposal systems shall be at not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be not less than 12 inches (305 mm) below grade.”

(LLLL) **Section P2801.5.3 Appliance, equipment and insulation in pans.** Delete section in its entirety.

(XXXMMMM) **Section P2804.6.1 Requirements for discharge pipe.** Amend Item #5 to read:

“5. Discharge to the floor of the garage (where the garage floor is sloped and below the floor level of the dwelling), to a waste receptor or to the outdoors.”

(YYYNNNN) **Section P2902.5.3 Lawn irrigation systems.** Rename section/title to read, “Section P2902.5.3 Landscape irrigation systems.” Add to beginning of section, “A landscape irrigation system shall be provided for all new dwellings, consisting of a stub-out, electric valve (or valves) and backflow protection.”

(ZZZOooo) **Section P2904.1 General.** Add item #5 to end of section:

“5. The system is integral with the domestic water piping system. See Section P2902.5.4 for protection of separate/independent sprinkler piping systems.”

(AAAAPPPP) **Section P2906.5 Water distribution pipe.** Add to end of section, “Use of copper at inaccessible water piping under slabs shall be limited to Type K, with no joints.”

(BBBBQQQQ) **Section E3406.3 Minimum size of conductors.** Amend first sentence to read, “The minimum size of conductors for feeders and branch circuits shall be 12 AWG copper and 1 AWG aluminum or copper-clad aluminum for current carrying conductors (shall not apply for grounding conductor).”

(CCCCRRRR) **Section E3601.1 Scope.** Add to end of section, “Local utility company installation regulations may exceed/supersede installation requirements of this chapter.”

(SSSS) **Section E3601.7.3 Metering centers.** Add to end of section:

“Any Residential Service Panel rated up to 400-amps maximum, with a single meter and maximum 2-disconnects, shall be exempt from requirements of this section. This exemption does not apply to multi-meter service panels.”

(DDDDTTTT) **Section E3604.2.2 Vertical clearance from grade.** In item 1, amend 10 feet (3048 mm) to 12 feet 6 inches (3810 mm). In item 2, amend 12 feet (3658 mm) to 12 feet 6 inches (3810 mm).

(EEEEUUUU) **Section E3607.3 .2 Grounded conductor, existing premises.** Add exception to section:

**“Exception:** If the Load Center or Panel Board does not have provisions for a Main Disconnect and an approved fastening method, ~~a permanent placard shall be installed on the Main Service to indicate the location of the detached Panel on the property. The~~ over current protective device shall ~~also~~ have a lock-out device installed.”

(VVVV) **Section E3702.15 Branch-circuit requirement – summary.** Amend 1<sup>st</sup> sentence to delete Table E3702.15(2) in its entirety.

(FFFFWWWW) **TABLE E3702.1415(1) (Table 210.24(1)) - BRANCH-CIRCUIT REQUIREMENTS-SUMMARY.** Amend table to delete 14 AWG conductors.

(XXXX) **TABLE E3803.1 (Table 300.5) – MINIMUM COVER REQUIREMENTS, BURIAL IN INCHES.** Amend Column 3 of table to delete Electrical metallic tubing (EMT).

(YYYY) **Section E3901.4.2 Island and peninsular countertops and work surfaces.** Amend to read:

“Receptacle outlets shall be installed in accordance with the following and Section E3901.4.3:

1. At least one receptacle outlet shall be provided for the first 9 square feet (0.84m<sup>2</sup>), or fraction thereof, of the countertop or work surface. A receptacle outlet shall be provided for every additional 18 square feet (1.7 m<sup>2</sup>), or fraction hereof, of the countertop or work surface.



2. At least one receptacle outlet shall be located within 2 feet (600 mm) of the outer end of a peninsular countertop or work surface.

A peninsular countertop shall be measured from the connected perpendicular wall.”

(ZZZZ) **Section E3901.4.3 Receptacle outlet location.** Add item 4 to section:

4. “Required receptacles shall be located not more than 12 inches (305mm) below the countertop or work surface.”

(GGGGAAAA) **Section E3901.12 HVAC outlet.** Amend exception to read:

**“Exception:** A receptacle outlet shall not be required for the servicing of evaporative coolers or rooftop HVAC equipment.”

(BBBBB) **SECTION E3902 – GROUND-FAULT AND ARC-FAULT CIRCUIT-INTERRUPTER PROTECTION.** Add exception to section:

**“Exception:** Delete requirement for GFCI protection at all 240 volt (nominal) outlets throughout this section. This exception shall not apply to swimming pool, spa or fountain pump motors.”

(HHHHCCCC) **Section E3902.2 Garage and accessory building receptacles.** Add exception to section:

**“Exception:** GFCI protection shall not be required for single receptacle outlets dedicated for a specific use (such as a freezer) and single receptacle outlets for garage door openers.”

(DDDDD) Create new section, **“Section E3902.11.1 Floor receptacles.** Floor receptacle outlets shall have ground-fault circuit-interrupter protection for personnel.”

(EEEE) **Section E3902.14 Outdoor outlets.** Delete last sentence in exception 3.

(FFFF) **Section BB106.1 Air Leakage Testing.** Add exception to section:

**“Exception:** The building thermal envelope shall be permitted to comply with the applicable provisions of Chapter 11, as amended.”

(GGGGG) **Section BF103.1 Enclosure Walls.** Add to end of section, “Columns at existing patio may be removed in Wind Exposure B locations where enclosure walls have continuous framing and supported on a concrete slab having a minimum thickness of 3 ½ (89 mm) or approved deck.”

**SECTION 3:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, effective thirty (30) days from the adoption hereof. All ordinances or parts of ordinances not amended or repealed by the provisions of this Ordinance shall remain in full force and effect.

SECTION 4: This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

SECTION 5: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6: Violations of this Ordinance are subject to the following penalties:

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 of this ordinance shall be deemed guilty of a class 1 misdemeanor and shall be punished by a fine not to exceed \$1,000, or by imprisonment for not more than ten days, or by both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof, shall be punishable as herein provided.

SECTION 7: Three copies of the *2024 International Residential Code for One- and Two-Family Dwellings* with Appendices BB, BF, BG, BH, BJ, BO, CD, AND CF shall be kept as exhibits on file at the City Clerk's Office.

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

APPROVED:

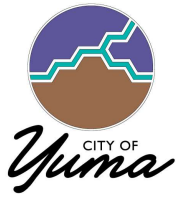
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: O2025-035

Agenda Date: 9/3/2025

Agenda #: 6.

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

### TITLE:

**Amend Yuma City Code: 2024 International Existing Building Code with Amendments**

### SUMMARY RECOMMENDATION:

Amend Yuma City Code Chapter 150, Sections 150-170 and 150-171. (Community Development/Building Safety) (Randall Crist)

### STRATEGIC OUTCOME:

Modern up-to-date construction codes align with the City Council Strategic Outcome of Safe and Prosperous by providing enhanced minimum life safety requirements through modern technology, materials and techniques for the built environment.

### REPORT:

The 2018 International Existing Building Code is the City of Yuma's current building code for existing buildings, adopted on December 5, 2018. Updated editions of the code are published every three years and the City of Yuma has typically followed a six-year cycle for updating the codes.

To stay current with the code cycle and establish criteria for regulating existing buildings and structures, it is necessary to amend the City Code, adopting by reference the 2024 International Existing Building Code (2024 IEBC), including Appendix A, B, and E with Amendments recommended by the Building Advisory Board dated June 11, 2025.

The 2024 IEBC offers updated materials, procedures and options for regulating repairs, alterations, additions and changes in occupancy in existing buildings. The 2024 IEBC correlates with the other International series of codes adopted by City of Yuma that are already in place. Additionally, the certifications, educational training, and code opinions available from the International Code Council for the Building Safety Staff are available using only the most up-to-date editions of the codes.

The nationally published codes are amended to fit Yuma's regional and local conditions, such as soils, ambient temperatures and seismic considerations.

A review of the 2024 IEBC was undertaken during two public meetings of the Building Advisory Board (April through June 2025). Prior to the review of the new code, emails were sent to nearly 100 firms in the design and construction community, inviting their participation and input at the public meetings. Members of the public from the design and construction community and representatives from Yuma County Development

Services, Somerton and San Luis were in attendance at the Board meetings and provided input along with Board members and City staff. The Yuma Fire Department also participated in the reviews.

A comprehensive overview of the significant changes to the code was presented by City staff, along with review and explanation of proposed code amendments. At the June 11, 2025 meeting, the Building Advisory Board voted to approve the 2024 IEBC, as amended, and recommended to forward to City Council for consideration.

In summary, the Building Safety staff agrees with the Building Advisory Board recommendation of adoption of the 2024 International Existing Building Code, including Appendix A, B, and E with Amendments dated June 11, 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: 8/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/26/2025

**ORDINANCE NO. O2025-035**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 15 OF THE YUMA CITY CODE, CHAPTER 150, SECTIONS 150-170 AND 150-171, ADOPTING BY REFERENCE THE *2024 INTERNATIONAL EXISTING BUILDING CODE*, INCLUDING APPENDIX A, B, AND E, AND THE AMENDMENTS RECOMMENDED BY THE BUILDING ADVISORY BOARD DATED JUNE 11, 2025 AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, on December 5, 2018, the City Council adopted the *2018 International Existing Building Code*; and,

WHEREAS, the City Council has considered the recommendation of the Building Advisory Board based on their actions taken at the meeting of June 11, 2025, recommending adoption of the *2024 International Existing Building Code*, with Appendices A, B, and E, and the amendments recommended by the Board; and,

WHEREAS, up to date modern codes help protect the built environment from natural disasters and fires, and offer safe environments for the occupants of both residential and commercial structures; and,

WHEREAS, the City of Yuma is desirous of adopting the *2024 International Existing Building Code*, with Appendices A, B, and E and the amendments recommended by the Building Advisory Board to keep current with the code cycle and to reflect modern technology, materials and techniques;

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

SECTION 1: Yuma City Code Title 15, Chapter 150, Section 170 is amended to delete the following strikethrough text and add the following underlined text:

**§ 150-170 Adoption of the 20182024 International Existing Building Code.**

(A) ~~That certain~~ Certain documents, three copies of which are on file as public record in the office of the City Clerk of the City of Yuma ~~being marked and titled as the 20182024~~ International Existing Building Code ~~which was made public record by Resolution R2018-029,~~ including Appendices A, B, and E of ~~said the~~ Existing Building Code, as amended herein, are hereby adopted by reference and made a part hereof as if fully set out in the entirety ~~herein~~.

(B) Arizona Revised Statutes, Title 41, Chapter 9, Article 8 (A.R.S. § 41-1492 et seq). is hereby adopted by reference as if fully set out in the entirety in this section.

SECTION 2: Yuma City Code Title 15, Chapter 150, Section 171 is amended to delete the following strikethrough text and add the following underlined text:

## § 150-171. Amendments

The following amendments, additions, and deletions are hereby made to the ~~2018~~2024 International Existing Building Code, as adopted by this subchapter. Paragraph, section numbers refer to the 2024 International Existing Building Code, ~~2018~~ edition numbering system. Code references not amended in this section shall be enforced as published in the reference document.

(A) **Section [A] 101.1 Title.** ~~Amend to read,~~ “These regulations shall be known as the Existing Building Code of City of Yuma, hereinafter referred to as ‘this code.’”

(B) **Section [A] 103.1 Creation of ~~enforcement~~ agency.** ~~Amend to read,~~ “The Department of Community Development, Building Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(C) **[A] 103.1.1.** Amend all sections of this code to substitute ‘building official’ for the term ‘code official.’

(D) **Section [A] 104.2.4.1 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(E) **Section [A] 104.3.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(~~D~~F) **Section [A] 105.2 Work exempt from permit.** Add new item #7, under ~~“Building”~~“**Building:**”

7. Window replacements of like size where framing is not altered and any required emergency egress dimensions are not diminished from existing, in Group R-3 one- and two-family dwellings and installed by either a licensed contractor or owner-occupant of the residence.

(~~E~~G) **Section [A] 105.3.2 Time limitation of application.** Amend first sentence to read, “An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each.”

(~~F~~H) **Section [A] 106.2.2 Fire protection system(s) shop drawings.** ~~Amend to read,~~ “Plan submittal documents shall include either a statement of the design criteria for the fire protection system(s) to also include a current fire flow test within the past 12 months, or the complete design, plans, calculations and data for the fire protection system(s). If only the statement of design criteria and fire flow test is initially submitted, the complete design, plans, calculations and data for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. In addition, where applicable, shop drawings, calculations and data shall be submitted and shall contain all information as required by the referenced installation standards in Chapter 9 of the International Building Code.”

(G) **Section [A] 108.2 Schedule of permit fees.** Amend by adding Building Permit Fee Table 1-A:

**TABLE 1-A: BUILDING PERMIT FEES**

<b>Schedule of Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500	\$50.00
\$501 to \$2,000	\$50.00 for the first \$500 plus \$4 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$110.00 for the first \$2,000 plus \$16 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$478.00 for the first \$25,000 plus \$12 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$780.00 for the first \$50,000 plus \$8 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,180.00 for the first \$100,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,580.00 for the first \$500,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$6,580.00 for the first \$1,000,000 plus \$4 for each additional \$1,000, or fraction thereof
<b>Other Inspections and Fees:</b> <ol style="list-style-type: none"> <li>1. Permit fees for mechanical, plumbing and electrical shall be as indicated per applicable fee tables of the respective ordinances.</li> <li>2. Inspections outside of normal business hours, <del>\$50</del><u>75</u> per hour* (minimum charge – 2 hours)</li> <li>3. Reinspection fees of <del>\$50</del><u>75</u> per hour*; for work not ready for inspection.</li> <li>4. Inspections on Weekends and Holidays, <del>\$100</del><u>150</u> per hour* (minimum charge – 2 hours)</li> <li>5. Inspection fees for which no fee is specifically indicated, <del>\$50</del><u>75</u> per hour* (minimum charge – one-half hour)</li> <li>6. Additional plan review required by changes, additions or revisions to plans, <del>\$50</del><u>75</u> per hour* (minimum charge – one-half hour)</li> <li>7. For use of outside consultant. For plan checking and inspections; or both, Actual Costs**</li> </ol>	
<p>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This shall include supervision, hourly wages and fringe benefits of the employee involved.</p> <p>** Actual costs include administrative and overhead costs.</p>	

(H) **[A] 108.2.1 Plan review fees.** When submittal documents are required by Section [A] 106.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. ~~Said~~ The plan review fee shall be 65 percent of the building permit fee as shown in Table 1-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section [A] 108.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate shown in Table 1-A.

**(HK) Section [A] 108.6 Refunds.** “The building official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.”

**(JL) Section [A] 108.4 Work commencing before permit issuance.** Add to end of section, “An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be determined by the building official, based on the circumstances, nature, and severity of the infraction. The minimum investigation fee shall be \$50.00 and the maximum shall be an amount up to the same as the fee set forth in Table 1-A.”

**(KM) Section [A] 109.3.5 Lath or gypsum board panel product inspection.** Delete exception to section.

**(N) Section [A] 109.3.10 Flood hazard documentation.** Where a building is located in a flood hazard area, documentation of the elevation of the lowest floor as required in adopted City floodplain ordinances shall be submitted to the building official and the City floodplain administrator prior to the final inspection.

**(LO) Section [A] 112.1 General.** Add to end of section, “The membership of the Residential Advisory Board, as prescribed in Section 150-175 of the Yuma City Code, will be the Board of Appeals for Residential appeals (one-and two-family dwellings). The membership of the Building Advisory Board, as prescribed in Section 150-008 of the Yuma City Code, will be the Board of Appeals for Commercial appeals.”

**(MP) Section [A] 112.3 Qualifications.** Delete section in its entirety.

**(NQ) Section [A] 113.4 Violation penalties.** ~~Amend to read,~~ “Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who repairs or alters or changes the occupancy of a building or structure in violation of the approved construction documents or directive of the building official or of a permit or certificate issued under the provisions of this code, shall be subject to the penalty and fine described in this ordinance.”

**(OR) Section [A] 114.34 Unlawful continuance Failure to comply.** ~~Amend to read,~~ “Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalty and fine described in this ordinance.”



(P) **Section 302.3 Additional codes.** Amend “International Fire Code” in first sentence to “current adopted fire code”. Add to end of section, “Substitute ‘current adopted fire code’ throughout this code for the term ‘International Fire Code’.”

(Q) **Section 305 ACCESSIBILITY FOR EXISTING BUILDINGS.** Delete section and subsections in its entirety and add new section to read, “**Section 305 ACCESSIBILITY FOR EXISTING BUILDINGS.**”

Create new Section, “**305.1 Scope.** Accessibility provisions for maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings, shall comply with Arizona Revised Statutes, Title 41, Chapter 9, Article 8, Public Accommodations and Services, The Arizonans with Disabilities Act, R10-3-401 through R10-3-404, which includes – 28 CFR 35 and 28 CFR 36 and Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), unless it is technically infeasible. Where compliance with this section is technically infeasible, the alteration shall provide access to the maximum extent that it is technically feasible.”

(S) **Section 306.3 Design.** Amend to read, “Buildings and facilities shall be designed and constructed to be accessible in accordance with Arizona Revised Statutes, Title 41, Chapter 9, Article 8, Public Accommodations and Services, The Arizonans with Disabilities Act, R10-3-401 through R10-3-404, which includes – 28 CFR 35 and 28 CFR 36 and Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), and this code and the alteration and existing building provisions of ICC A117.1.”

(~~R~~T) **Section [BS] 401.3 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(U) **Section [BS] 405.2.6 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(~~S~~V) **Section [BS] 502.32 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(~~F~~W) **Section [BS] 503.2 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(X) **Section 505.3 Replacement window emergency escape and rescue openings.** Add to end of section, “Where wall finishes are replaced/altered (other than existing masonry openings), replacement windows shall comply as required for new construction.”

(~~U~~Y) **Section [BS] 701.3 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(Z.) **Section 702.5 Replacement window for emergency escape and rescue openings.** Add to end of section, “Where wall finishes are replaced/altered (other than existing masonry openings), replacement windows shall comply as required for new construction.”

(~~V~~AA.) **Section 8054.46.4 Panic and fire exit hardware.** Amend first sentence to read, “In any work area, and in the egress path from any work area to the exit discharge, in buildings or portions thereof of Group A assembly occupancies and Group E educational occupancies with an

occupant load greater than 50, all required exit doors equipped with latching devices shall be equipped with approved panic or fire exit hardware in accordance with Section 1010.2.9 of the International Building Code.”

(BB.) **Section 1011.5.6 Existing emergency escape and rescue openings.** Add to end of section, “Where wall finishes are replaced/altered (other than existing masonry openings), replacement windows shall comply as for new construction.”

(CC.) **Section [BS] 1103.3 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(WDD.) **Section [BS] 1201.4 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(~~XEE.~~) **Section [BS] 1304~~3.31~~.3 Compliance with flood hazard provisions.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(FF.) **Section [BS] 1402.6 Flood hazard areas.** Delete section in its entirety in favor of adopted City floodplain ordinances.

(GG.) **Section [F] 1502.1 Site Safety Plan.** Amend first sentence to read, “When required by the Fire Code Official or the Building Official, the owner or owner’s authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of construction, repair, alteration or demolition work.”

(HH.) **Section [F] 1512.5 Standpipe supply.** Add to end of section, “For City of Yuma Fire Department, the fire hydrant used for this water supply shall be located within 150 feet (45,720 mm) of the fire department connection supplying the standpipe.”

**SECTION 3:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, effective thirty (30) days from the adoption hereof. All ordinances or parts of ordinances not amended or repealed by the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4:** This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

**SECTION 5:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 6:** Violations of this Ordinance are subject to the following penalties:

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 of this ordinance shall be deemed guilty of a class 1 misdemeanor and shall be punished by a fine not to exceed \$1,000, or by imprisonment for not more than ten days, or by both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance

occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof, shall be punishable as herein provided.

Section 7: Three copies of the 2024 *International Existing Building Code* with Appendices A, B, and E shall be kept as exhibits on file at the City Clerk's Office.

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

APPROVED:

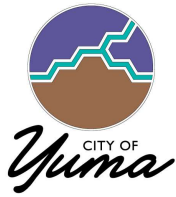
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: O2025-036

Agenda Date: 9/3/2025

Agenda #: 7.

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

### TITLE:

**Amend Yuma City Code: 2024 International Property Maintenance Code with Amendments**

### SUMMARY RECOMMENDATION:

Amend Yuma City Code Chapter 150, Sections 150-090 and 150-091. (Community Development/Building Safety) (Randall Crist)

### STRATEGIC OUTCOME:

Modern up-to-date construction codes align with the City Council's Strategic Outcome of Safe and Prosperous by providing enhanced minimum life safety requirements through modern technology, materials and techniques for the built environment.

### REPORT:

The 2018 International Property Maintenance Code is the City of Yuma's current property maintenance code, adopted on December 5, 2018. Updated editions of the code are published every three years and the City of Yuma has typically followed a six-year cycle for updating the codes.

To stay current with the code cycle and establish criteria for regulation of minimum maintenance requirements for existing buildings, it is necessary to amend the City Code, adopting by reference the 2024 International Property Maintenance Code (2024 IPMC), including Appendix A with Amendments recommended by the Building Advisory Board and Residential Advisory Board dated July 22, 2025.

The 2024 IPMC is a document that is intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety in existing buildings and structures. Responsibility is fixed among owners, operators and occupants for code compliance. The 2024 IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community. It is the primary document used by code enforcement specialists in the Building Safety Division and by other City departments to address important issues such as overcrowding of a building, demolition of vacant and dangerous buildings, and filth and sanitation issues.

The 2024 IPMC correlates with the other International codes adopted by the City of Yuma that are already in place. Additionally, the certifications, educational training and code opinions available from the International Code Council for the Building Safety Staff are available using only the most up-to-date editions of the codes.

The nationally published codes are amended to fit Yuma's regional and local conditions, such as ambient

temperatures and Federal occupancy programs such as H2A Housing.

A review of the 2024 IPMC was undertaken during a series of public meetings of the Residential Advisory Board and the Building Advisory Board in April through June 2025. Prior to the review of the new code, emails were sent to nearly 100 firms in the design and construction community inviting their participation and input at the public meetings. Members of the public from the design and construction community and representatives from Yuma County Development Services, Somerton and San Luis were in attendance at the Board meetings and provided input along with Board members and City staff. The Fire Department also participated in the reviews.

A comprehensive overview of the significant changes to the code along with review and explanation of the proposed code amendments was presented by City staff. At the July 16, 2025 meeting, the Building Advisory Board voted to approve the 2024 IPMC, as amended, and recommendation to forward to City Council for consideration. At the July 22, 2025 meeting, the Residential Advisory Board voted to approve the 2024 IPMC, as amended, and recommended to forward to City Council for consideration.

In summary, the Building Safety staff agrees with the Building Advisory Board and Residential Advisory Board recommendation of adoption of the 2024 International Property Maintenance Code, including Appendix A with Amendments dated July 22, 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: 8/27/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/26/2025



**ORDINANCE NO. O2025-036**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING TITLE 15 OF THE YUMA CITY CODE, CHAPTER 150, SECTIONS 150-090 AND 150-091, ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, INCLUDING APPENDIX A, AND THE AMENDMENTS RECOMMENDED BY THE RESIDENTIAL ADVISORY BOARD DATED JULY 22, 2025, AND THE BUILDING ADVISORY BOARD DATED JULY 16, 2025, AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF**

WHEREAS, on December 5, 2018, the City Council adopted the *2018 International Property Maintenance Code*; and,

WHEREAS, the City Council has considered the recommendation of the Residential Advisory Board based on their actions taken at the meeting of July 22, 2025, and the Building Advisory Board based on their actions taken at the meeting of July 16, 2025, recommending adoption of the *2024 International Property Maintenance Code*, with Appendix A and the amendments recommended by both Boards; and,

WHEREAS, up to date modern codes help protect the built environment from natural disasters and fires, and offer safe environments for the occupants for both residential and commercial structures; and,

WHEREAS, the City of Yuma is desirous of adopting the *2024 International Property Maintenance Code*, with Appendix A and the amendments recommended by the Residential Advisory Board and Building Advisory Board to keep current with the code cycle and establish criteria for prevention of deterioration of the built environment and unsafe structures;

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

SECTION 1: Yuma City Code Title 15, Chapter 150, Section 90 is amended to delete the following strikethrough text and add the following underlined text:

**§ 150-090 Adoption of the ~~2018~~ 2024 International Property Maintenance Code.**

~~That certain~~ Certain documents, three copies of which are on file as public record in the office of the City Clerk of the City of Yuma ~~being marked and~~ titled as the ~~2018~~ 2024 International Property Maintenance Code, ~~which was made public record by Resolution R2018-032,~~ including Appendix A, of ~~said~~ the Property Maintenance Code, as amended herein, are hereby adopted by reference and made a part hereof as if fully set out in the entirety ~~herein~~.

SECTION 2: Yuma City Code Title 15, Chapter 150, Section 91 is amended to delete the following strikethrough text and add the following underlined text:

**§ 150-091. Amendments.**

The following amendments, additions, and deletions are hereby made to the ~~2018~~ 2024 International Property Maintenance Code, as adopted by this subchapter. Paragraph, section numbers refer to the 2024 International Property Maintenance Code 2018 edition number system. Code references not amended in this section shall be enforced as published in the reference document.

(A.) **Section [A] 101.1 Title.** ~~Amend to read,~~ “These regulations shall be known as the International Property Maintenance Code of the City of Yuma, hereinafter referred to as ‘this code.’”

(B.) **Section [A] ~~302.3~~ 102.3 Application of other codes.** ~~Amend “International Fire Code” in first sentence to “current adopted fire code.” Amend “International Zoning Code” in last sentence to “City of Yuma Zoning Code.” Add to end of section, “Substitute ‘current adopted fire code’ throughout this code for the term ‘International Fire Code’.”~~

(C.) **Section [A] 103.1 General.** ~~Amend to read,~~ “The Department of Community Development, Building Safety Division is hereby created and the executive official in charge thereof shall be known as the building official.”

(D.) **“Section [A] 103.1.1.** Amend All sections of this code to substitute ‘building official’ for the term ‘code official.’”

(E.) **Section [A] 106.3 Prosecution of violation.** Amend First sentence to read, “Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a class 1 misdemeanor as described in ~~Section 3~~ of this ordinance.”

(F.) **Section [A] 106.4 Violation penalties.** ~~Amend to read,~~ “Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws and shall be subject to the penalty and fine described in this ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

(G.) **Section [A] ~~111.2~~ 106.1 Membership of the board.** ~~Amend to read,~~ “The membership of the Residential Advisory Board, as prescribed in Section 150-175 of the Yuma City Code, will be the Board of Appeals for Residential appeals (one-and two-family dwellings). The membership of the Building Advisory Board, as prescribed in Section 150-008 of the Yuma City Code, will be the Board of Appeals for Commercial appeals.”

(H.) Delete the following sections in their entirety:  
Section [A] ~~111.2.1~~ Alternate members  
Section [A] ~~111.2.2~~ Chairman  
Section [A] ~~111.2.3~~ Disqualification of member  
Section [A] ~~111.2.4~~ Secretary  
Section [A] ~~111.2.5~~ Compensation of members  
Section [A] ~~111.3~~ Notice of Meeting  
Section [A] ~~111.4~~ Open Hearing  
Section [A] ~~111.4.1~~ Procedure  
Section [A] ~~111.5~~ Postponed hearing  
Section [A] ~~111.6~~ Board decision  
Section [A] ~~111.6.1~~ Records and copies  
Section [A] ~~111.6.2~~ Administration



Section [A] 106.2 Limitations of Authority

Section [A] 106.3 Qualifications

Section [A] 106.4 Administration

(I.) **Section [A] ~~112.2~~ 108.2 Issuance.** Insert the following between the first and second sentences, “In absence of anyone present on site, the order shall be conspicuously posted on the premises.”

(J.) **Section [A] ~~112.4~~ 108.4 Failure to comply.** ~~Amend to read,~~ “Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalty and fine as described in this ordinance.”

(K.) **Section 302.1 Sanitation.** ~~Amend first sentence to read, “Property owners, tenants and occupants must keep the property’s exterior areas free of debris, overgrown vegetation, discarded machinery, trash and garbage.”~~

(~~K.~~L.) **Section 302.4 Weeds.** Amend first sentence to read, “All premises and exterior property shall be maintained free from weeds or plant growth not properly controlled.”

(~~L.~~M.) **Section 303.2 Enclosures.** Amend first sentence to read, “All swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 60 inches (1524 mm) in height above the finished ground level measured on the side of the barrier away from the pool.”

(~~M.~~N.) **Section 304.14 Insect Screens.** Delete section in its entirety

(~~N.~~O.) **Table 404.5 – Minimum Area Requirements.** Add exception as footnote “c” to table:

“c. **Exception.** The minimum area requirements do not apply to immediate family members. Immediate family is defined to include parent or grandparent (including in-law and step); child or grandchild (including adopted, foster, step or legal ward) regardless of age; sibling (including in-law, step, half) and spouse.”

(P.) **Section [A] 404.6 Efficiency Unit.** Amend to read: 1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m<sup>2</sup>). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by items 2 and 3.

(~~O.~~) **Section ~~602.2~~ Residential Occupancies.** ~~Amend last sentence to read, “Cooking appliances shall not be used, nor shall any portable space heaters be used, as a means to provide required heating.” If desire to delete, then need to add in with strikethrough.~~

(~~P.~~Q.) **Section 602.3 Heat Supply.** Amend first sentence to read, “Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.”

(QR.) **Section 602.4 Occupiable work spaces.** Amend first sentence to read, “Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of ~~68~~65°F (2018°C) during the period the spaces are occupied.”

(RS.) **Section 603.1 Mechanical Equipment and appliances.** Add sentence at end of section to read, “Existing mechanical cooling unit shall be maintained in proper working order.”

(ST.) **CHAPTER 8 REFERENCED STANDARDS.** Delete reference to ICC IZC- 48 24 International Zoning Code.

(FU.) Replace **APPENDIX A** as follows:

## **“APPENDIX A CITY OF YUMA BOARDING REQUIREMENTS**

### **A101 GENERAL**

**A101.1 General.** All windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons.

### **A102 MATERIALS**

**A102.1 Boarding sheet material.** Boarding sheet material shall be minimum 3/16-inch (4.76 mm) thick polycarbonate clear board panels.

**A102.2 Boarding framing material.** Boarding framing material shall be the clear boarding bracing system (polyethylene) minimum 1-inch (25.4 mm) thick.

#### **A102.3 Boarding fasteners.**

**Option 1** - Boarding fasteners shall be minimum 3/8-inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.

**Option 2** - Boarding fasteners shall be minimum #8 Torx screw, minimum 2-inch (51 mm) long, alternating every 6 inches (152 mm) on center into existing 2-inch nominal king stud or trimmer (if king studs do not exist, nominal 2x material shall be added around opening.).

### **A103 INSTALLATION**

**A103.1 Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

**A103.2 Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

#### **A103.3 Windows.**

**Option 1.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and

below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

**Option 2.** Boarding material can overlap door opening to be secured with screws to the existing king stud and trimmer. Boarding sheet material shall be secured with screws (min. #8 Torx screw) alternating every 6 inches (152 mm) on center.

#### **A103.4 Door walls.**

**Option 1** - The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically.

**Option 2** - Boarding material can overlap door opening to be secured with screws to the existing king stud and trimmer. Boarding sheet material shall be secured with screws (min #8 Torx screw) alternating every 6 inches (152 mm) on center.

**A103.5 Doors.** Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

### **A104**

#### **REFERENCED STANDARD**

~~IBC — 18 International Building Code — A102.1,  
— A102.2, A102.3”~~

**SECTION 3:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed, effective thirty (30) days from the adoption hereof. All ordinances or parts of ordinances not amended or repealed by the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4:** This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

**SECTION 5:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**SECTION 6:** Violations of this Ordinance are subject to the following penalties:

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 of this ordinance shall be deemed guilty of a class 1 misdemeanor and shall be punished by a fine not to exceed \$1,000, or by imprisonment for not more than ten days, or by both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof, shall be punishable as herein provided.

**SECTION 7:** Three copies of the *International Property Maintenance Code*, with Appendix A shall be kept as exhibits on file at the City Clerk's Office.

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

APPROVED:

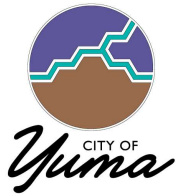
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: R2025-084

Agenda Date: 9/3/2025

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Community Development	<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: 1980 W. Colorado Street**

### SUMMARY RECOMMENDATION:

Following a public hearing, approve the request to amend the City of Yuma General Plan to change the land use designation from Low Density Residential to High Density Residential. (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 Dylan Freeman, on behalf of Loneram LLC, to change the land use designation from Low Density Residential to High Density Residential for approximately 2.78 acres for the property located 1980 W. Colorado Street, Yuma, AZ.

The existing Low Density Residential land use designation supports the following types of zoning: Suburban Ranch (SR-1), Residential Estates (RE-12, RE-18, RE-35), Low Density Residential (R-1-5, R-1-6, R-1-8, R-1-12, R-1-20, and R-1-40) and Residence-Manufactured Housing (R-MH) 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 property is currently in the Manufactured Housing Park (MHP) zoning district, which is not in conformance with the Low Density Residential land use designation. The applicant's intent in changing the land use designation is to pursue a rezoning of the site to the High Density Residential (R-3) zoning district to allow the development of single-family and multi-family units.

On August 11, 2025, the Planning and Zoning Commission voted to recommend APPROVAL (5-0) of the General Plan amendment request to change the land use designation from Low Density Residential to High Density Residential.

### Public Comments - Excerpt from Planning and Zoning Commission Minutes (08/11/25):

**QUESTIONS FOR STAFF**

NONE

**APPLICANT/APPLICANT'S REPRESENTATIVE**

**"Dylan Freeman, 12706 E. 44<sup>th</sup> Street Yuma, AZ,** gave a brief presentation on the proposed project, and then made himself available for questions.

**"Chris Hamel - Planning and Zoning Commissioner** asked if there was one or two accesses out of the proposed project.

**"Freeman** answered that there was only one.

**PUBLIC COMMENT**

None

**"Motion by Lorraine Arney - Planning and Zoning Commissioner second by John Mahon - Planning and Zoning Commissioner to APPROVE GP-44063-2025 as presented.**

**"Motion carried unanimously, (5-0) with one recused and one vacancy.'**

Following approval of the request by the Planning and Zoning Commission, staff received the following comment from an adjacent property owner:

*"Hello All, The 2.6 acres next to me that is being rezoned and all. I have a comment, the apartment buildings on the south side and on the west side that are proposed are 2 story, not good!!! No one will have any privacy and we are doing nice apartments with back yards???? No privacy in there personel space. The proposed houses facing Colorado Street will have no privacy either. The proposed apartments on the north side backing up to the levee side Heckk Yeah 2 story is fine . My thoughts Thank you RAM"*

**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:

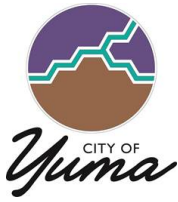
NONE

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: 8/26/2025
Reviewed by City Attorney: Richard W. Files	Date: 8/25/2025



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**COMMUNITY PLANNING**  
**CASE TYPE – GENERAL PLAN AMENDMENT**  
**Case Planner: Meredith Rojas**

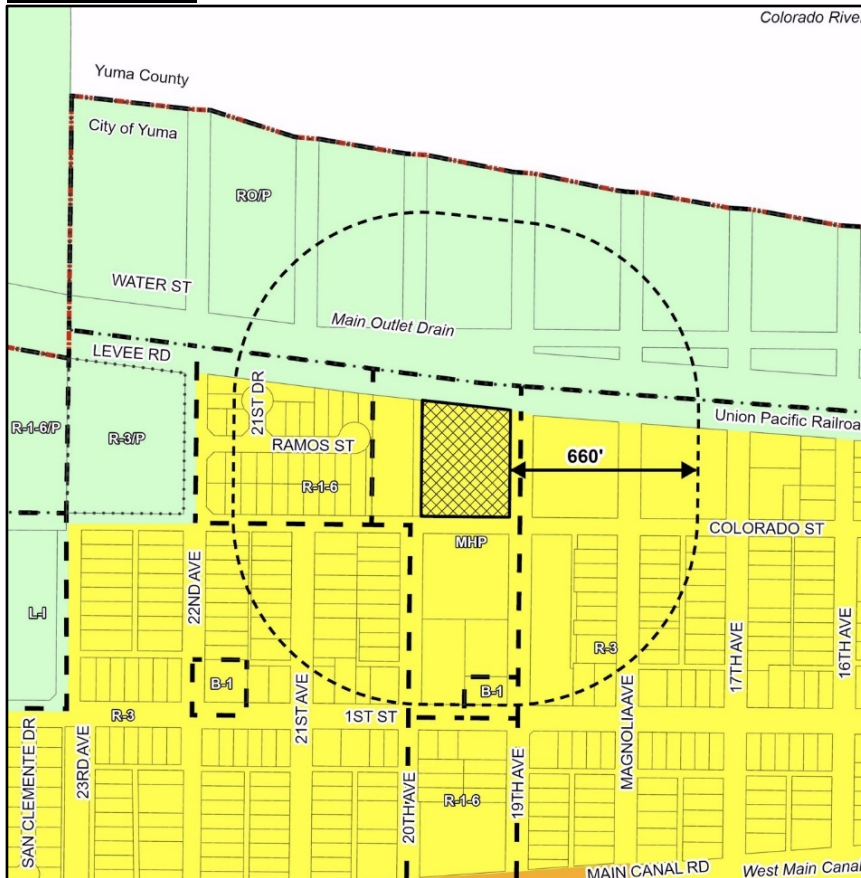
**Hearing Date:** August 11, 2025

**Case Number:** GP-44063-2025

**Project Description/Location:** This is a Minor General Plan Amendment request by Dylan Freeman, on behalf of Loneram, LLC, to change the land use designation from Low Density Residential to High Density Residential for approximately 2.78 acres for the property located at 1980 W. Colorado Street, Yuma, AZ.

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

**Location Map**



- LOCATION OF SUBJECT PROPERTY
- NOTIFICATION AREA

**GENERAL PLAN - LAND USE**

- Resort, Recreation & Open Space
- Low Density Residential
- Medium Density Residential

**ZONING DISTRICTS**

- B-1 - Limited Commercial
- L-I - Light Industrial
- MHP - Manufactured Housing Park
- R-1-6 - Low Density Residential (6,000 sq ft min)
- R-3 - High Density Residential
- RO - Recreational & Open Space
- Public (P) Overlays



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

**Staff Recommendation:** Staff recommends the Planning and Zoning Commission APPROVE the request to change the land use designation for approximately 2.78 acres from Low Density Residential to High Density Residential.

**Suggested Motion:** Move to APPROVE the request to change the land use designation for approximately 2.78 acres from Low Density Residential to High Density Residential.

**Staff Analysis:** This is a Minor General Plan Amendment request by Dylan Freeman, on behalf of Loneram, LLC, to change the land use designation from Low Density Residential to High Density Residential for approximately 2.78 acres for the property located at 1980 W. Colorado Street, Yuma, AZ.

The existing Low Density Residential land use designation supports the following types of zoning: Suburban Ranch (SR-1), Residential Estates (RE-12, RE-18, RE-35), Low Density Residential (R-1-5, R-1-6, R-1-8, R-1-12, R-1-20, and R-1-40) and Residence-Manufactured Housing (R-MH) 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), Recreation Vehicle Subdivision (RVS) and Manufactured Housing Park (MHP) districts.

The property is currently in the Manufactured Housing Park (MHP) zoning district, which is not in conformance with the Low Density Residential land use designation. The MHP District permits manufactured home and recreational vehicle parks. The applicant's intent in changing the land use designation is to pursue a rezoning of the site to the High Density Residential (R-3) zoning district to allow the development of single-family and multi-family units.

Attachment E, Conceptual Site Plan, has been provided by the applicant identifying a proposed mix of multi-family and single-family units on the site. This conceptual plan is likely to change as the applicant finalizes the proposal through the development process.

#### **Density**

The current land use designation of Low Density Residential would allow 3 to 14 dwelling units to be constructed on the subject 2.78 acres.

The proposed land use designation of High Density Residential would allow 36 to 83 dwelling units.

#### **Population**

Information from the 2023 5-Year American Community Survey provides data on population by housing unit type. The information results in an average household size of 2.8 persons per single-family dwelling and 1.8 persons per multi-family dwelling in the City of Yuma. Comparing the densities allowed within the General Plan, the potential persons expected are:

Low Density Residential:

Minimum 3 homes – Expected population: 8

Maximum 14 homes – Expected population: 39

High Density Residential:

Minimum 36 homes – Expected population: 65

Maximum 83 homes – Expected population: 149

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:

Low Density Residential:

Minimum expected population: 8 – School age: 2

Maximum expected population: 39 – School age: 8

High Density Residential:

Minimum expected population: 65 – School age: 13

Maximum expected population: 149 – School age: 30

Transportation

The subject property is located at the northwest corner of the intersection of Colorado Street and 19<sup>th</sup> Avenue. The property is currently accessed from Colorado Street and there is the potential for future access from 19<sup>th</sup> Avenue.

There is an existing bike path along the Colorado River Levee and a proposed bike lane along 1<sup>st</sup> Street. There is an existing bus stop on 3<sup>rd</sup> Street at 20<sup>th</sup> Avenue that serves Green Route 4/4A.

The City of Yuma Transportation Master Plan identifies Colorado Street and 19<sup>th</sup> Avenue as Local streets and 1<sup>st</sup> Street as a Collector. According to the City of Yuma Transportation Master Plan, 1<sup>st</sup> Street 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 on 1<sup>st</sup> Street west of Avenue A as 10,140 in 2023.

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 subject property's current zoning designation of Manufactured Housing Park (MHP) permits a high density of manufactured homes or recreational vehicles. However, the MHP zoning district is not in conformance with the current Low Density Residential land use designation and the types of dwelling units that may be constructed in this zoning district are limited. The requested land use designation change will bring the current MHP zoning district into conformance and allow the applicant to pursue a rezoning to the High Density Residential (R-3) zoning district, which permits construction of single-family, two-family, and multi-family dwellings.

### 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 property is within the boundaries of the Yuma Elementary School District One and the Yuma Union High School District. According to the Yuma Elementary School District One Boundary Map, the elementary students in the subject area are within the boundary of Pecan Grove Elementary School at 600 S. 21<sup>st</sup> Avenue. Junior high school students are within the boundary of Fourth Avenue Junior High School located at 450 4<sup>th</sup> Avenue. According to the Yuma Union High School District, the high school students are within the boundary of Yuma High School located at 400 S. 6<sup>th</sup> Avenue.

### West Riverfront Study Area

The Redevelopment Element of the City of Yuma 2022 General Plan identifies study areas in need of additional efforts to encourage redevelopment.

The subject property is located within the West Riverfront Study Area, which the General Plan identifies as having potential for redevelopment and infill housing.

As noted in the General Plan - "Examples of redevelopment opportunities include canal-oriented apartments, townhomes, retail shops, or offices. The pedestrian-oriented environment with access to public amenities such as the West Wetlands Park, Colorado River Levee Linear Park, and the West Main Canal Linear Park make this area particularly attractive for residential, both single family and multi-family."

### **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
Colorado Street – Local	29 FT HW	30 FT HW
19 <sup>th</sup> Avenue – Local	29 FT HW	40 FT HW
1st Street – Collector	40 FT HW	45 FT HW
Median Disclosure	N/A	

### **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: August 11, 2025
<input type="checkbox"/>	City of Yuma City Council: September 3, 2025

### **Public Comments Received:**

None Received

### **Agency Comments:**

None Received

**Neighborhood Meeting Comments:** Attachment B

**Final staff report delivered to applicant on:** 07/31/25

<input type="checkbox"/>	Applicant agreed with staff's recommendation:
<input type="checkbox"/>	Applicant did not agree with staff's recommendation:
<input checked="" type="checkbox"/>	Final report was emailed to applicant. Staff is awaiting response.

**Attachments**

A	B	C	D	E
Staff Worksheet	Neighborhood Meeting Comments	Neighbor Notification List	Aerial Photo	Conceptual Site Plan

**Prepared By:**

*Meredith Rojas*

**Date:**

*7/28/2025*

Meredith Rojas

Associate Planner

Meredith.Rojas@YumaAZ.gov

(928) 373-5000, x3047

**Reviewed By:**

*Jennifer L. Albers*

**Date:**

*7/23/25*

Jennifer L. Albers,

Assistant Director of Planning

**Approved By:**

*Alyssa Linville*


**Date:**

07/31/25

Alyssa Linville,

Director, Community Development

**ATTACHMENT A  
STAFF WORKSHEET**

	<b>STAFF RESEARCH – GENERAL PLAN AMENDMENT</b>  <b>CASE #: GP-44063-2025</b> <b>CASE PLANNER: MEREDITH ROJAS</b>
---	---

**I. PROJECT DATA**

Project Location:		1980 W Colorado Street												
Parcel Number(s):		632-30-091												
Parcel Size(s):		2.78 acres												
Total Acreage:		2.78												
Proposed Dwelling Units:		Maximum:		83		Minimum:		36						
Address:		1980 W Colorado Street												
Applicant:		Loneram, LLC												
Applicant's Agent:		Dylan Freeman												
Land Use Conformity Matrix:		Current Zoning District Conforms:								Yes		No	X	
Zoning Overlay:	Public		AO		Auto		B&B		Historic		Infill	X	None	
	Airport		Noise Contours	65-70		70-75		75+		APZ1		APZ2		CLEAR ZONE

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

Prior Cases or Related Actions:				
Type	Conforms			Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	N/A
Annexation	Yes		No	City Charter, effective 01/12/1915
General Plan Amendment	Yes		No	N/A
Development Agreement	Yes		No	N/A
Rezone	Yes		No	X C-10-63, (Res A to Res C); Z83-32, (Res C to MH), Ord. No. 2179, effective 02/18/1984
Subdivision	Yes	X	No	Yuma Townsite, filed 04/04/1894; Loneram Lot Tie / Lot Split, recorded 06/12/2025
Conditional Use Permit	Yes		No	CU84-1, expansion of RV park, approved 01/24/1984; CU85-16, time extension, approved 01/28/1986
Pre-Development Meeting	Yes		No	Date: 04/17/2025
Enforcement Actions	Yes		No	No open cases

Land Division Status:	Legal lot of record				
Irrigation District:	Yuma County Water Users'				
Adjacent Irrigation Canals & Drains:	Main Outlet Drain				
Water Conversion: (5.83 ac ft/acre)	16.21 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:	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
Colorado Street – Local	29 FT HW	30 FT HW				
19 <sup>th</sup> Avenue – Local	29 FT HW	40 FT HW				
1 <sup>st</sup> Street – Local	40 FT HW	45 FT HW				
Bicycle Facilities Master Plan	Colorado River Levee - Existing bike path; 1 <sup>st</sup> St - Proposed bike lane					
YCAT Transit System	3 <sup>rd</sup> Street at 20 <sup>th</sup> Avenue - Green Route 4/4A					
Issues:	None					

### Parks, Recreation and Open Space Element:

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

### Housing Element:

Special Need Household:	N/A
Issues:	None

### Redevelopment Element:

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

### Conservation, Energy & Environmental Element:

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

### Public Services Element:

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

### Safety Element:

Flood Plain Designation:	X - Protected by Levee		Liquefaction Hazard Area:		Yes	X	No		
Issues:	None								
<b>Growth Area Element:</b>									
Growth Area:	Araby Rd & Interstate 8			Arizona Ave & 16 <sup>th</sup> St			Avenue B & 32 <sup>nd</sup> St.		
	North End		Pacific Ave & 8 <sup>th</sup> St			Estancia		None	X
Issues:	None								

## NOTIFICATION

- Legal Ad Published: The Sun 07/19/25
- Display Ad Published: 07/19/25
- 660' Vicinity Mailing: 05/20/25
- 54 Commenting/Reviewing Agencies noticed: 05/15/25
- Site Posted: 06/09/25
- Neighborhood Meeting: 06/16/25
- Hearing Dates: 08/11/25 & 09/03/25
- Comments Due: 07/12/25

<b>External List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
Yuma Metropolitan Planning Organization (ARS)	NR			
Yuma County Engineering	NR			
Yuma County Flood Control District	NR			
Yuma County Planning & Zoning (ARS)	YES	05/22/25	X	
Yuma County Public Works	YES	05/15/25	X	
Yuma County Airport Authority	YES	05/15/25	X	
Yuma County Chamber of Commerce	NR			
Yuma County Assessor	NR			
Greater Yuma Econ. Development Corp.	NR			
Yuma County School Superintendent	NR			
YUHS District #70 (ARS)	NR			
Yuma Elementary School District #1 (ARS)	NR			
Crane School District #13 (ARS)	NR			
City of San Luis (ARS)	NR			
City of Somerton (ARS)	NR			
Imperial County, California (ARS)	NR			
Qwest Communications (ARS)	NR			
Arizona Public Service (ARS)	NR			
Time Warner Cable (ARS)	NR			
Southwest Gas (ARS)	NR			
Arizona Department of Transportation	NR			
Arizona Game & Fish Dept.	NR			
Arizona Department of Commerce (ARS)	NR			
Arizona State Attorney General (ARS)	NR			
Arizona Dept. of Water Resources (ARS)	NR			
Arizona State Land Department (ARS)	NR			
MCAS / C P & L Office (ARS)	YES	05/27/25	X	
Bureau of Land Management (ARS)	NR			
US Border Patrol	NR			
US Postal Service	NR			
Quechan Tribal Office	YES	05/15/25	X	
Cocopah Indian Tribe	NR			
Yuma County Water Users' Association	YES	05/16/25	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	05/15/25	X	

<b>City of Yuma Internal List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
Thomas Garrity, Police	NR			
Rod Hamilton, Police	NR			
Eric Urfer, Parks and Rec – Admin	NR			
David Wostenberg, City Engineer	NR			
Scott Nodes, Traffic Engineer	NR			
Andrew McGarvie, Engineering	NR			
Kayla Franklin, Fire – Prevention	YES	05/19/25	X	
Randall Crist, Building Safety	NR			
Jeremy McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

<b>Neighborhood Meeting</b>	<b>Comments Available</b>
06/16/25, 5 P.M. ON-SITE	N/A
<b>Prop. 207 Waiver</b>	
Received by Owner's signature on the application for this land use action request.	

**ATTACHMENT B**  
**NEIGHBORHOOD MEETING COMMENTS**

**Date Held:** 06/16/25

**Location:** On-site

**Attendees:** Staff: Meredith Rojas, Joshua Darrow, Jennifer Albers; Applicants: Dylan Freeman, Madison Freeman, Tom Cockburn; One (1) neighbor in attendance: Willie Wilson

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

- Staff explained the applicant's request to change the land use designation from Low Density Residential to High Density Residential to pursue a future rezoning to the High Density Residential (R-3) district.
- Applicants said their intent is to develop 44 multi-family units in the northwest portion of the property in addition to single-family dwellings or townhomes along Colorado Street and 19<sup>th</sup> Avenue.
- The one neighbor in attendance said he is concerned about higher taxes if the property is developed. He is also concerned about mosquitos breeding in stormwater retention areas.

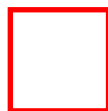
**ATTACHMENT C**  
**NEIGHBOR NOTIFICATION LIST**

<b>Property Owner</b>	<b>Mailing Address</b>	<b>City/State/Zip Code</b>
ADAIR LAINE W & RENA F	2030 W RAMOS ST	YUMA, AZ 85364
ALVARADO FAMILY TRUST 2-4-2021	8606 MENKAR RD	SAN DIEGO, CA 92126
AMADO FAMILY TRUST 4-29-2016	180 N 17TH AVENUE	YUMA, AZ 85364
AMAYA BRAULIO	8340 S COCONINO LN	YUMA, AZ 85364
ARIAS ALFREDO R & FELIPA JT	157 N MAGNOLIA AVE	YUMA, AZ 85364
AVILA ABELARDO M	150 N MAGNOLIA AVE	YUMA, AZ 85364
BARRY PATTERSON FAMILY LTD PARTNERSHIP	8000 W BROKEN KNEE TRAIL	PRESCOTT, AZ 85305
BAUMGARTNER NATASHA	919 S DORA AVE	YUMA, AZ 85364
BEAN MICHAEL B	4784 E COUNTY 13 3/4 ST	YUMA, AZ 85365
CAMPBELL FAMILY TRUST 5-29-93	11255 E FORT RD APT J1	SUTTONS BAY, MI 49682
CANIZALES ALEXANDER	2110 S 48TH WY	YUMA, AZ 85364
CARBALLO ERNESTO JR	2075 W RAMOS ST	YUMA, AZ 85364
CARVAJAL JORGE	2098 W COLORADO ST	YUMA, AZ 85364
CASTANEDA JUAN	179 N 21ST AVE SP C	YUMA, AZ 85364
CONDE MANUEL	2111 W RAMOS ST	YUMA, AZ 85364
CONTRERAS CARMEN L	147 N 21ST AVE	YUMA, AZ 85364
DE LA HOYA MARIO & RAMONA	196 N 20TH AVE	YUMA, AZ 85364
ESCALERA ANDRES R & JUANA AYALA	2054 W COLORADO ST	YUMA, AZ 85364
ESTUPINAN BENNIE & GEORGIA TRUST 4-11-2014	1110 WEST SAN NICOLAS CIRCLE	TUCSON, AZ 85704
FCR PROPERTIES LLC	1996 W 13TH LN	YUMA, AZ 85364
FEDERICO ERNESTINA E	2060 W 1ST ST	YUMA, AZ 85364
GAMEZ GARCIA MIGUEL ANGEL & NORMA ALICIA	2122 W RAMOS ST	YUMA, AZ 85364
GHT INVESTMENT LLC	8697-C LA MESA BLVD PMB 108	LA MESA, CA 91942
GILL RAYMOND S & LUPE ELOISE HURTADO JT	291 N 21ST DR	YUMA, AZ 85364
GOMEZ JOSE G GOMEZ & EDUWIGES	104 N 20TH AVE	YUMA, AZ 85364
GUERRA SARA T AND JOSE JR JT	2096 W RAMOS ST	YUMA, AZ 85364
GUERRERO TRUST 3-05-2019	27771 E COUNTY 12TH ST	WELLTON, AZ 85365
GUTIERREZ DEIDA	12212 STONEWOOD DR	GRAND TERRACE, CA 92313
HERNANDEZ RAUL C & CRISTINA JT	193 N 22ND AVE	YUMA, AZ 85364
HERRERA GILBERTO JR	2146 W COLORADO ST	YUMA, AZ 85364
INFINITI PROPERTIES AZ LLC	PO BOX 4077	YUMA, AZ 85366
LEMUS CHRISTIAN ANTONIO	2168 W COLORADO ST	YUMA, AZ 85364
LIVE YOUR DREAM ENTERPRISES LLC	1483 W LAS LOMAS ST	YUMA, AZ 85364
LONERAM LLC	PO BOX 1985	YUMA, AZ 85366
LUGO GLORIA A	2102 W RAMOS ST	YUMA, AZ 85364
LUNA HEREIDA	143 N 21ST AVE	YUMA, AZ 85364
LUNA JOSE E & CRISTINA JT	180 N 20TH AVE	YUMA, AZ 85364
MAGALLANES STEVEN G & JANETTE	134 N 20TH AVE	YUMA, AZ 85364

MCGHEE FILOMENA	162 N MAGNOLIA AVE	YUMA, AZ 85364
MEDINA ROLANDO MEDRANO & AYALA GLORIA TELLEZ CPWROS	152 N MAGNOLIA AVE	YUMA, AZ 85364
MEJIA ALBERT L JR & ELISA G JT	154 N 21ST AVE	YUMA, AZ 85364
MENDIVIL MARISA	189 N MAGNOLIA AVE	YUMA, AZ 85364
MONTAGUE JENNIE LOUISE	2495 W 4TH ST	YUMA, AZ 85364
MONTOYA ROSIE I	179 N MAGNOLIA AVE	YUMA, AZ 85364
MONTOYA TOMAS GABRIEL JR &	177 N MAGNOLIA AVE	YUMA, AZ 85364
MORALES OLIVIA ELIZARRARAZ	6834 HOLLENBECK ST	HUNTINGTON PARK, CA 90255
MOSQUEDA VALERIA SANCHEZ	154 N MAGNOLIA AVE	YUMA, AZ 85364
MTMM LLC	3434 W 18TH PL	YUMA, AZ 85364
MURO MANUEL A	3498 W 12TH PL	YUMA, AZ 85364
NAVARRO BROTHERS TRUST 11-8-2024	11643 E 34TH ST	YUMA, AZ 85367
PACHECO RUBEN B & MARIA M URIAS JT	170 N 20TH AVE	YUMA, AZ 85364
PERALTA PRISCILLA M	136 N 20TH AVE	YUMA, AZ 85364
PITCAIRN ALAN TRUST 5-16-1990	5744 LA JOLLA CORONA DR	LA JOLLA, CA 92037
QUN PALACIOS OSCAR R & CAROLYN MARIE	2145 W RAMOS ST	YUMA, AZ 85364
RAMIREZ DE LA CRUZ MARIA	1834 W 1ST ST	YUMA, AZ 85364
RAMOS JEWLIAN	2053 W RAMOS ST	YUMA, AZ 85364
RAMOS JUAN & JACQUELINE TRUST 1-10-2023	2197 W RAMOS ST	YUMA, AZ 85365
RAMOS MARTIN JACOB & MARILYN	2074 W RAMOS ST	YUMA, AZ 85364
RAMOS MARTIN R & LETICIA H JT	327 E 10TH ST	YUMA, AZ 85364
REYNA RUBEN ENRIQUEZ & MARIA ELENA CPWROS	2124 W COLORADO ST	YUMA, AZ 85364
RODRIGUEZ FRANCISCO & LETICIA JT	292 N 21ST DR	YUMA, AZ 85364
RODRIGUEZ GERONIMO	158 N 21ST AVE	YUMA, AZ 85364
RODRIGUEZ HERMINIO & ROSALVA CPWROS	PO BOX 2998	YUMA, AZ 85366
ROMERO CAMILO DURAN	2112 W COLORADO ST	YUMA, AZ 85364
RUBIO SILVERIO & MARIA L JT	110 N 20TH AVE	YUMA, AZ 85364
SACO & SADIK PROPERTIES LLC	2301 S 4TH AVE	YUMA, AZ 85364
SANDOVAL MIREYA	160 N MAGNOLIA AVE	YUMA, AZ 85364
SANTA CRUZ ANTHONY	2034 W 1ST ST	YUMA, AZ 85364
SANTILLAN IVAN ERNESTO PENA	2167 W RAMOS ST	YUMA, AZ 85364
SANTOYO EMILIANO R & ELVIA C JT	1802 W 1ST ST	YUMA, AZ 85364
SEPULVEDA DOLORES S	179 N 22ND AVE	YUMA, AZ 85364
SOTELO RAUL M & MARIA DE LOS ANGELES V CPWROS	2097 W RAMOS ST	YUMA, AZ 85364
STEPHENS KARMA	156 N MAGNOLIA AVE	YUMA, AZ 85364
STEVENS MARTHA F	1890 10TH AVENUE	YUMA, AZ 85364
SWERV1 LLC	1403 W 14TH ST	YUMA, AZ 85364
T3AZ LLC	5840 E 27TH PL	YUMA, AZ 85365
TELLEZ DANIEL V	2123 W RAMOS ST	YUMA, AZ 85364
TOLEDO JOSE O MOSQUEDA &	138 N 20TH AVE	YUMA, AZ 85364
TOMLIN CLARENCE	120 N 21ST AVE	YUMA, AZ 85364
USA	7341 E 30TH ST STE A	YUMA, AZ 85365
VALENZUELA OSCAR L & ANGELICA JT	174 N 21ST AVE	YUMA, AZ 85364

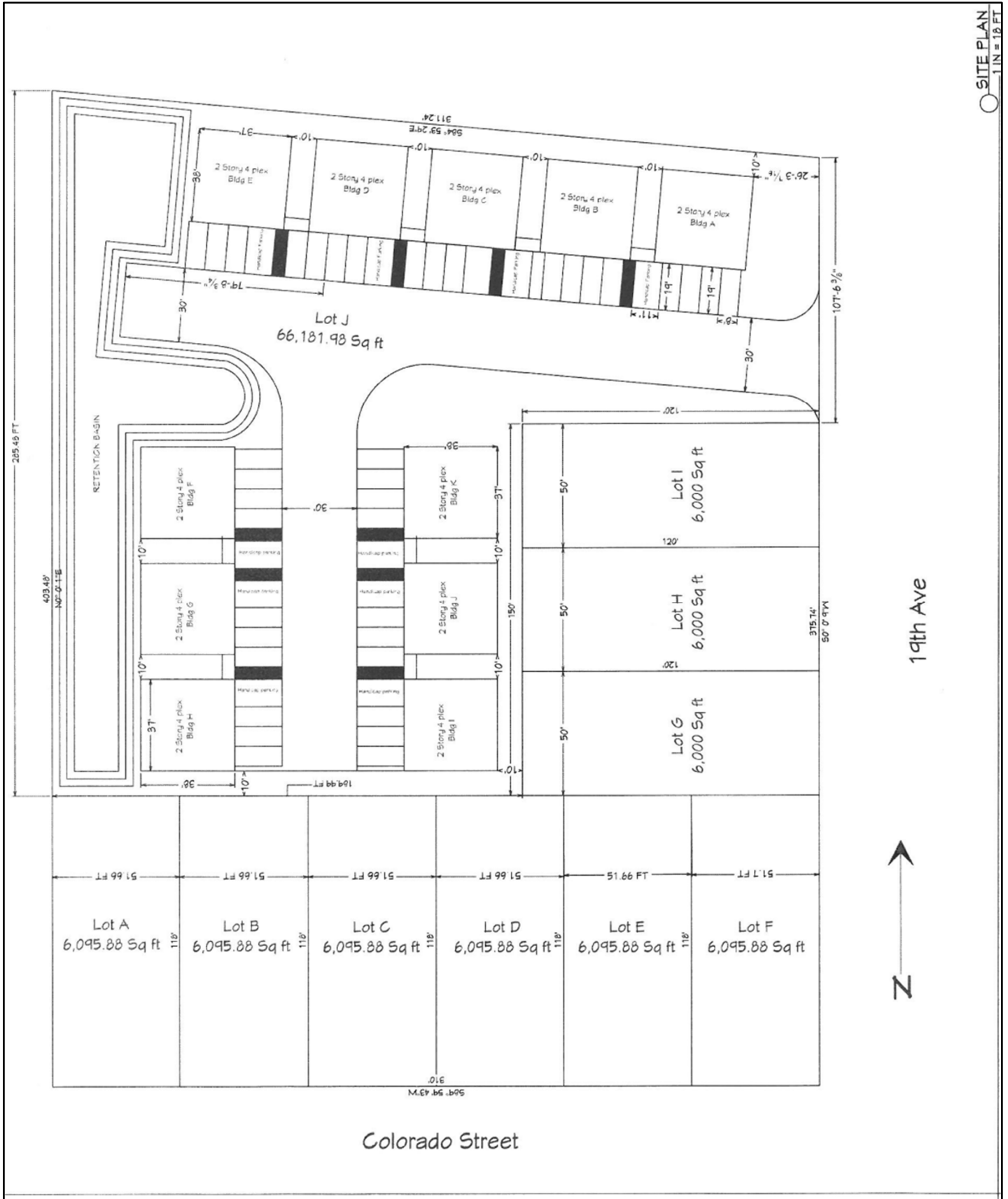
VEL PROPERTIES LLC	PO BOX 387	YUMA, AZ 85366
WILLBOYD INC AZ CORP	1850 W 1ST ST SP 1-A	YUMA, AZ 85364
WILSON WILLIE	162 N 21ST AVE	YUMA, AZ 85364
WONG LAURETTE	2539 S 7TH AVE	YUMA, AZ 85364
YUMA CITY OF	ONE CITY PLAZA	YUMA, AZ 85364

ATTACHMENT D  
AERIAL PHOTO



Subject Property

# ATTACHMENT E CONCEPTUAL SITE PLAN



**RESOLUTION NO. R2025-084**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,  
AMENDING RESOLUTION R2022-011, THE CITY OF YUMA 2022 GENERAL PLAN,  
TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 2.78 ACRES AT  
1980 W. COLORADO STREET FROM LOW DENSITY RESIDENTIAL TO HIGH  
DENSITY RESIDENTIAL**

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 August 11, 2025 for General Plan Amendment Case No. GP-44063-2025, 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 July 19, 2025 and August 9, 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 Low Density Residential to High Density Residential.

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

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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



# Exhibit A

