



## City of Yuma City Council Meeting Agenda

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Wednesday, November 16, 2022

5:30 PM

Yuma City Hall Council Chambers  
One City Plaza, Yuma

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

### **City Council Chambers will be open with public access in addition to participation through Zoom**

**Those wishing to speak on any applicable agenda item or at Call to the Public and choose to participate via Zoom, must submit an email request to [publiccomment@yumaaz.gov](mailto:publiccomment@yumaaz.gov) no later than 60 minutes prior to the start of the scheduled meeting. Further instructions will be given at that time.**

Members of the public are encouraged to view the meeting through either of the following two venues:

- 1) Zoom: Residents will need to connect through the following website:  
<https://cityofyuma.zoom.us/>. Click on "Calendar" then select the City meeting and click "Join".
- 2) City of Yuma live stream: Use the Video and TV Stream quick link at [www.yumaaz.gov](http://www.yumaaz.gov) and search for Yuma Live Playlist 73. Watch live on TV cable channel 73.

A recording of the meeting will be available on the City's website after the meeting.

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **FINAL CALL**

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

## 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 will be taken separately.*

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

1. [MC 2022-209](#) **Regular Council Meeting Draft Minutes**

Attachments: [2022 11 02 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 2022-198](#) **Liquor License: Mariscos La Apoma**

Approve a Series #12: Restaurant Liquor License application submitted by Cristian Yllescas, agent for Mariscos La Apoma located at 2500 S. 4th Avenue, Suites 6 & 7. (LL22-18) (City Administration/City Clerk)

Attachments: [1. MAP Liquor License: Mariscos La Apoma](#)

2. [MC 2022-199](#) **Liquor License: Diego's Mexican Food**

Approve a Series #12: Restaurant Liquor License application submitted by Luis Morales Olvera, agent for Diego's Mexican Food located at 2401 S. 4th Avenue. (LL22-19) (City Administration/City Clerk)

Attachments: [1. MAP Liquor License: Diego's Mexican Food](#)

3. [MC 2022-200](#) **Liquor License: The Hills Gastropub**

Approve a Series #6: Bar Liquor License application submitted by Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive. (LL22-20) (City Administration/City Clerk)

Attachments: [1. MAP Liquor License: The Hills Gastropub](#)

4. [MC 2022-201](#)**Concession Services Agreement: Guzman Hospitality Group, LLC**

Authorize the City Administrator to execute a five-year Concession Services Agreement with the option to renew for three additional, three-year terms for the operation of "The Hills Gastropub" Restaurant at the Desert Hills Golf Course to: Guzman Hospitality Group LLC, Yuma, AZ (Parks & Recreation-RFP-22-163) (Eric Urfer/Robin R. Wilson)

**Attachments:**[1. AGMT Guzman Hospitality Group, LLC](#)[2. ATTACHMENT A Guzman Hospitality Group, LLC](#)[3. ATTACHMENT B Guzman Hospitality Group, LLC](#)[4. ATTACHMENT C Guzman Hospitality Group, LLC](#)5. [MC 2022-202](#)**Contract Increase: Fire Sprinkler System Maintenance, Repairs and Related Services**

Approve an increase to the current 5-year contract for System Maintenance, Repairs and Related Services by \$120,000 for a total of \$280,000 to American Fire Equipment. (2017-20000008) (Randall Crist/Justin Lewis/Robin R. Wilson)

6. [MC 2022-203](#)**Cooperative Purchase Agreement: Access Control System Replacement Project**

Authorize the utilization of a State of Arizona cooperative purchase agreement for the purchase of an Access Control System at an estimated total amount of \$252,836.07 excluding tax to: Benson Security Systems, Inc., Gilbert, AZ (Building Safety-CPA-23-001) (Randall Crist/Robin R. Wilson)

7. [MC 2022-204](#)**Cooperative Purchase Agreement: Additional Microsoft Subscription Volume License**

Authorize a cooperative purchase through Omnia Partners for additional Microsoft Subscription Volume Licenses for an estimated annual increase of \$285,000.00 from SHI, Somerset, New Jersey (IT-CPA-23-001) (Isaiah Kirk/Robin R. Wilson)

8. [MC 2022-205](#)**Cooperative Purchase Agreement: Restaurant Equipment**

Authorize the purchase of various commercial restaurant equipment to Arizona Restaurant Supply, Tucson, AZ utilizing the Mohave Educational Services cooperative purchase agreement for an estimated expenditure of \$131,000.00. (Parks and Recreation-CPA-23-125) (Eric Urfer/Robin R. Wilson)

**Attachments:**[1. SUPP DOC CPA: Restaurant Equipment](#)

9. [MC 2022-206](#)**Grant Agreement: Critical Incident Stress Management and Mental Health Resiliency Training**

Authorize the City Administrator to execute a pass through grant agreement with the Community Foundation for Southern Arizona, Howard V. Moore Foundation. (Police/Patrol) (Susan Smith)

**Attachments:**

[1. AGMT Grant Agreement: Howard V. Moore Grant](#)

[2. SUPP Grant Agreement: Howard V. Moore Grant](#)

10. [MC 2022-207](#)**Software Subscription Renewal: Tyler Technologies**

Authorize the renewal of the annual software subscription for a total expenditure of \$153,994.49 to: Tyler Technologies, Inc., Dallas, Texas (Finance/IT/RFP #2011000118) (Douglas Allen/Isaiah Kirk/Robin R. Wilson)

**II. RESOLUTION CONSENT AGENDA**

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

1. [R2022-044](#)**Intent to Create Municipal Improvement District No. 124: La Vida Subdivision**

Approve the creation of Municipal Improvement District (MID) No. 124 to serve La Vida Subdivision located at the northwest corner of 8E and 36th Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**

[1. MAP MID 124: Intent to Create - La Vida Subdivision](#)

[2. RES MID 124: Intent to Create - La Vida Subdivision](#)

[3. EXH A MID 124: Intent to Create - La Vida Subdivision](#)

**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 will be removed from the Ordinance Consent Agenda and the vote or action will be taken separately.*



1. [O2022-035](#)**Annexation Area No. ANEX-39735-2022: Faulkner**

Authorize annexation of property located at 868 and 920 S. Avenue B. (ANEX-39735-2022). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**[1. PET Annex: 868 and 920 S. Ave B](#)[2. ORD Annex: 868 and 920 S. Ave B](#)2. [O2022-050](#)**Declare Real Property Surplus and Authorize Sale**

Declare City of Yuma owned real property surplus and authorize sale to the adjacent property owner: 1651 S. 1st Avenue; APN: 665-36-062. (City Engineer) (David Wostenberg)

**Attachments:**[1. MAP Declare Surplus and Authorize Sale: 1651 S. 1st Avenue](#)[2. ORD Declare Surplus and Authorize Sale: 1651 S. 1st Avenue.](#)**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. [O2022-053](#)**Text Amendment: Subdivision Code**

Amend Title 15, Chapter 153 of the Yuma City Code (YCC) to update provisions related to the Subdivision Code. (Planning and Neighborhood Svc./Community Planning) (Alyssa Linville)

**Attachments:**[1. P&Z REPORT Subdivision Code Amendment](#)[2. ORD Subdivision Code Amendment](#)**V. PUBLIC HEARING AND RELATED ITEMS**1. [MC 2022-208](#)**Annexation Area No. ANEX-40532-2022: Avenue B**

This is a public hearing to consider the annexation of property located at the northeast corner of 28th Street and Avenue B. (ANEX-40532-2022). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

**Attachments:**[1. PET Annex: northeast corner of 28th Street and Ave B](#)[2 RESEARCH Annex: northeast corner of 28th Street and Avenue B](#)[3 MAP Annex: northeast corner of 28th Street and Ave B](#)

*The following Public Hearing may result in the adoption of Resolution R2022-045*

2. [R2022-045](#)

**Major General Plan Amendment: Windhaven RV Park**

Hold a Public Hearing and adopt a resolution to amend the City of Yuma General Plan to change the land use designation from Commercial to High Density Residential for properties located at 6580 and 6620 E. 32nd Street. The applicant is E.M. Capital Inc. (GP-40072-2022) (Planning and Neighborhood Services) (Alyssa Linville)

**Attachments:**

[1. P&Z RPT GP Amendment: Windhaven RV Park](#)

[2. RES GP Amendment: Windhaven RV Park](#)

## **FINAL CALL**

*Final call for submission of Speaker Request Forms for Call to the Public.*

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

*Discussion and possible action on the following items:*

1. Appointments:

- Building Advisory Board - three reappointments
- Design and Historic Review Commission - two reappointments
- Merit System Board - two reappointments
- Parks, Arts, and Recreation Commission - two reappointments
- Planning and Zoning Commission - two appointments
- Residential Advisory Board - one reappointment
- Water and Sewer Commission - two reappointments

2. Announcements:

City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of November 3, 2022 through November 16, 2022. 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.

### 3. 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 that are not listed on the City Council agenda. The City Council cannot discuss or take legal action on any matter raised unless it is properly noticed for discussion and legal action. At the conclusion of the Call to the Public, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded and videotaped.*

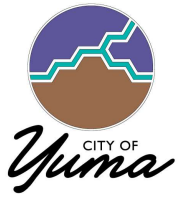
## IX. EXECUTIVE SESSION

*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 potential sale of multiple parcels of real property. (A.R.S. 38-431.03 A3, A4 & A7)
- B. Discussion, consultation with and/or instruction to legal counsel regarding acquisition of different parcels of real property. (A.R.S. 38-431.03 A3, A4 & A7)

## ADJOURNMENT

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



# City of Yuma

## City Council Report

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**File #:** MC 2022-209

**Agenda Date:** 11/16/2022

**Agenda #:** 1.

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### Regular Council Meeting Draft Minutes

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS, YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**NOVEMBER 2, 2022**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the City Council meeting to order at 5:30 p.m.

**INVOCATION/PLEDGE**

**Councilmember Morris** gave the invocation. **Del Miller**, Municipal Court Administrator, led the City Council in the Pledge of Allegiance.

**ROLL CALL**

Councilmembers Present: Shelton, Morris, McClendon, Knight, Watts, Shoop, and Mayor Nicholls  
Councilmembers Absent: None  
Staffmembers Present: Acting City Administrator, John D. Simonton  
Director of Parks and Recreation, Eric Urfer  
Various Department Heads or their representative  
City Attorney, Richard W. Files  
City Clerk, Lynda L. Bushong

**FINAL CALL**

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

**PRESENTATIONS**

Reading of Alzheimer's and Caregiver Awareness Month Proclamation

**Mayor Nicholls** read a proclamation declaring November 2022 Alzheimer's and Caregiver Awareness Month. **Mayor Nicholls** called upon all residents of the City of Yuma to learn about Alzheimer's related dementias, patient care, and caregiver support.

**I. MOTION CONSENT AGENDA**

Motion Consent Agenda Item C.5 – Cooperative Purchasing Agreement: Rink Dasher Board System at Kennedy Park (Authorize the purchase, delivery and installation of a rink dasher board system for the Kennedy In-line Hockey rink utilizing Sourcewell's Cooperative Purchase Agreement for an expenditure of \$164,500.00.)(CPA-23-090) (P&R/FIN)

Discussion

- While there are plans for an inline hockey facility at the new East Mesa Park, tonight's agenda item will make a significant difference in playability of the rink at Kennedy Park. The current dashboard system, the plexiglass boards that surround the rink itself, is a permanent installation type of board that is old and in disrepair. The new dasher boards are a channelized system with a little more give

in them, which is safer for the players and prolongs the life of the boards. Extended netting to each of the ends will keep the puck in the rink, which resolves another issue. **(Knight/Urfer/Mayor Nicholls)**

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Motion Consent Agenda Item C.6 – Cooperative Purchase Agreement: Pickleball Court Installation at Ray Croc Complex (Authorize the purchase and installation of four pickleball Courts at Ray Croc Complex to General Acrylics, Phoenix, AZ, utilizing the Mohave Education Services Cooperative Purchaser Agreement for an estimated expenditure of \$143,157.07.) (CPA-22-143) (P&R/FIN)

Discussion

- The Pickleball courts will be brand new, in place of what was the old exhibition court which is currently an individual court at the tennis complex. The previous asphalt court that was in disrepair has been removed and new post tensioned concrete will be installed for the four Pickleball courts. **(McClendon/Urfer)**
  - The Pickleball courts will have a fence around them but will be unlocked and open to the public. **(McClendon/Urfer)**
- 

Motion Consent Agenda Item C.7 – Cooperative Purchase Agreement: Playground Flooring Replacement at the Stewart Vincent Wolfe Park (Authorize the purchase, delivery, and installation of playground flooring for Stewart Vincent Wolfe Park, to Exerplay, Cedar Crest, MN, utilizing the Mohave Education Services Cooperative Purchase Agreement for an estimated expenditure of \$474,537.63.) (CPA-22-134) (P&R/FIN)

Discussion

- The Stewart Vincent Wolfe Park will be closed for approximately 45 days during the new flooring installation. The installation was not able to be completed during the summer months due to the product not being available when the contractor was available. **(Mayor Nichols/Urfer/Shelton)**
- The last flooring installation was completed in 2015. The life of that installation was shorter than what is normal. Installation processes have been improved to prolong the life expectancy which is, 10-12 years on a surface like this. **(Knight/Shelton)**

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

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

Regular City Council Worksession	October 18, 2022
Regular City Council Meeting	October 19, 2022

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 Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive. (LL22-17) (City Admin/Clk)
2. Authorize the purchase of one ambulance, utilizing the cooperative purchase agreement issued by the Houston-Galveston Area Council (H-GAC), for an estimated amount of \$222,734.00 (excluding tax) to : Braun NE, Inc., Chehalis, WA (Fire-CPA-23-106) (YFD/FIN)
3. Authorize the City Administrator to execute a contract for the purchase of an Avaya Private Branch Exchange (PBX) upgrade and five-year subscription services utilizing a cooperative purchase agreement at an estimated total amount of \$550,000 to: ConvergeOne Bloomington, MN. (IT-CPA-23-001) (IT/FIN)
4. Authorize the purchase, delivery and installation of athletic field lighting at Kennedy Park to Musco Sports Lighting, Oskaloosa, IA, utilizing 1GPA Cooperative Purchase Agreement for an expenditure of \$327,500.00. (P&R CPA-23-090) (P&R/FIN)
5. Pulled for separate discussion; see above.
6. Pulled for separate discussion; see above.
7. Pulled for separate discussion; see above.
8. Authorize the award of a sole source purchase of various Badger Meters to replace existing meters at the cost of \$230,000.00 to: Badger Meter, Milwaukee, Wisconsin. (UTL-SS-23-086) (UTL/FIN)
9. Authorize the City Administrator to execute an agreement with the Arizona Department of Homeland Security for reimbursement of funds expended for equipment in support of the State of Homeland Security Grant Program. (YPD)
10. Approve an Infrastructure and Services Report for Annexation Area No. ANEX-39735-2022, identified as the Faulkner Annexation, located at 868 and 920 S. Avenue B. (PNS)

II. INTRODUCTION OF ORDINANCES

There being no questions or discussion **Mayor Nicholls** asked the Clerk to display the titles.

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

**Ordinance O2022-035**

**An ordinance of the City Council of the City of Yuma, Arizona, annexing to the City of Yuma, a portion of Section 30 and Section 29, Township 8 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 in the zoning of certain property to the Agriculture (AG) Zoning District, and**

**amending the zoning map to conform thereto, pursuant to the provision of Title 9, Chapter 4, Article 7, Arizona Revised Statutes as amended** (property located at 868 and 920 S. Avenue B) (PNS)

**Ordinance O2022-050**

**An ordinance of the City Council of the City of Yuma, Arizona, declaring certain City-owned Real Property, hereafter described, surplus for City use and authorizing the sale of the surplus property** (property located at 1651 S. 1<sup>st</sup> Avenue) (ENG)

**FINAL CALL**

**Mayor Nicholls** made a final call for the submission of Speaker Request Forms from members of the audience interested in speaking at the Call to the Public.

**III. APPOINTMENTS ANNOUNCEMENTS AND SCHEDULING**

Appointments

**Motion** (McClendon/Watts): To appoint Sebastian Sanchez as Municipal Court Judge Pro Tempore with a term expiration of November 1, 2025. Voice vote: **approved** 7-0.

Announcements

**Knight, Morris, and Mayor Nicholls** reported on events and meetings they have attended during the last two weeks and upcoming events of note.

Scheduling

**Shelton** requested that a presentation be scheduled regarding the cost of electric vehicles such as, their price and maintenance cost since there is a push to move internal combustion engines aside in favor of electric vehicles. **Simonton** stated that he will look into it and discuss it further with **Shelton** to see how to get that into a presentation.

**IV. SUMMARY OF CURRENT EVENTS**

**Simonton** reported the following events:

- General Election - November 8, 2022
- Tribute of the Muses Award Ceremony – November 2, 2022, red carpet at 6:00 p.m. and ceremony at 7:00 p.m.
- Police Chief Finalist Meet and Greet – November 7, 2022 at 5:00 p.m. at the Yuma Police Department
- Citizens Police Academy – Deadline for applications is December 5, 2022

**V. CALL TO THE PUBLIC**

**Penny Peloquin**, USA Pickleball Association, Yuma Ambassador, spoke in favor of the installation of Pickleball Courts at the Ray Kroc Complex. **Peloquin** stated, they are very pleased that Yuma will finally have public courts dedicated to Pickleball. **Peloquin** offered their resources and ask that she be reached for any assistance. **Peloquin** invited the City Council to participate in a demonstration of the sport.



**Donna Grove**, City resident, spoke in favor of the installation Pickleball courts at the Ray Kroc Complex. **Grove** started playing the sport in April and is excited that there will be Pickleball courts in Yuma. **Grove** traveled throughout the summer and found that in some areas of Arizona residents do not want Pickleball courts to be installed on tennis courts. **Grove** showed a picture where a tennis court can be made multipurpose for both sports.

**VI. EXECUTIVE SESSION/ADJOURNMENT**

**Motion** (Knight/Morris): To adjourn the meeting to Executive Session. Voice vote: **approved** 7-0. The meeting adjourned at 6:02 p.m.

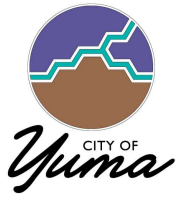
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED:

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

Approved at the City Council Meeting of:

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



# City of Yuma

## City Council Report

File #: MC 2022-198

Agenda Date: 11/16/2022

Agenda #: 1.

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

**TITLE:**

**Liquor License: Mariscos La Apoma**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by Cristian Yllescas, agent for Mariscos La Apoma located at 2500 S. 4th Avenue, Suites 6 & 7. (LL22-18) (City Administration/City Clerk)

**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:**

Cristian Yllescas, agent for Mariscos La Apoma located at 2500 S. 4th Avenue, Suites 6 & 7, 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:

1. Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022

Total Square Footage 1600

EXIST. ALLEY

EXIST. SIDEWALK

15'-8"

30'-4"

WH

RESTROOM

RESTROOM

DISHWASH AREA

PREP AREA

OFFICE  
Beer Storage

CLOSET

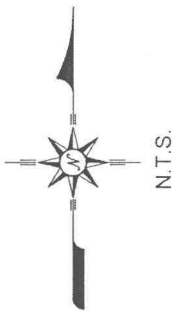
KITCHEN AREA

DINING AREA

DINING AREA

REGISTER

EXISTING BUILDING



EXIST. SIDEWALK

AC

EXIST. SIDEWALK

33'-10"

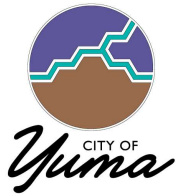
FRONT ENTRANCE

EXIST. SIDEWALK

46'

EXIST. PARKING LOT

MARISCOS LA APOM  
2500 S 4TH AVE. SUITE  
YUMA, AZ 85364



# City of Yuma

## City Council Report

File #: MC 2022-199

Agenda Date: 11/16/2022

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: Diego's Mexican Food**

**SUMMARY RECOMMENDATION:**

Approve a Series #12: Restaurant Liquor License application submitted by Luis Morales Olvera, agent for Diego's Mexican Food located at 2401 S. 4th Avenue. (LL22-19) (City Administration/City Clerk)

**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:**

Luis Morales Olvera, agent for Diego's Mexican Food located at 2401 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:

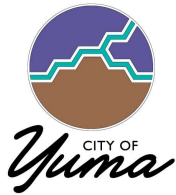
1. Series #12: Restaurant Liquor License application

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022





# City of Yuma

## City Council Report

File #: MC 2022-200

Agenda Date: 11/16/2022

Agenda #: 3.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
City Administration	<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
City Clerk	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Liquor License: The Hills Gastropub**

### SUMMARY RECOMMENDATION:

Approve a Series #6: Bar Liquor License application submitted by Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive. (LL22-20) (City Administration/City Clerk)

### 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:

Heriberto Guzman, agent for The Hills Gastropub located at 1245 W. Desert Hills Drive, has applied for a Series #6: Bar Liquor License. Approval of this #6 Bar Liquor License will supersede the #12 Restaurant Liquor License approved at the November 2, 2022 City Council Meeting, and will also cover the serving of alcoholic beverages on the golf course.

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:**

-

**ADDITIONAL INFORMATION:**

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

Series #6: Bar Liquor License application

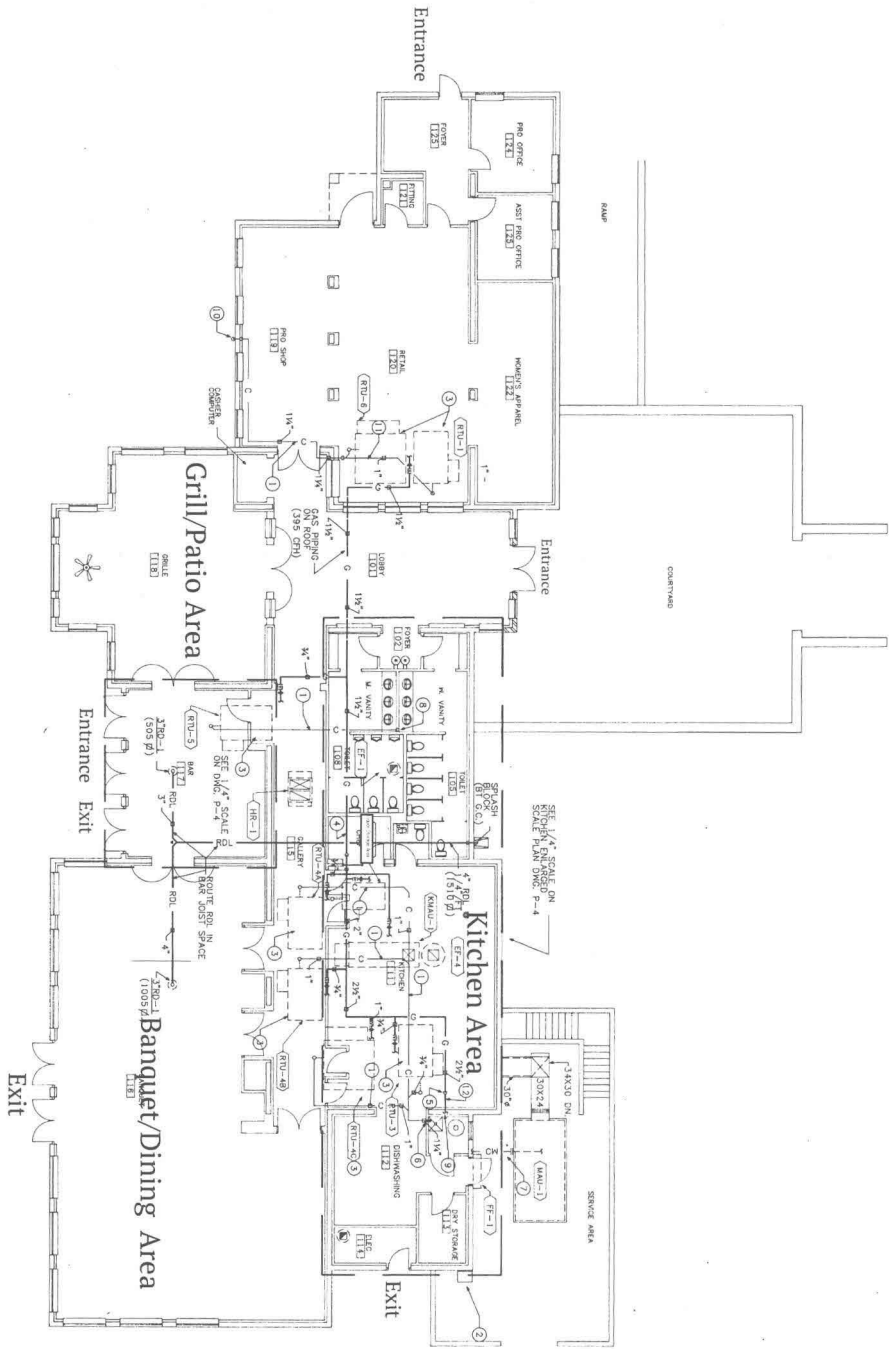
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?

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- ☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022

**Series 2 Restaurant**  
(marked in black box  
and red lines)

City of Yuma Civic Center



FLOOR PLAN

Total Square Footage: 1984sq. ft.

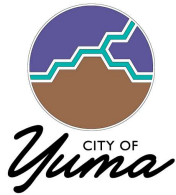
3115 EAST SIDA BLVD  
PHOENIX, AZ 85032  
(602) 944-5339

**BRIDGERS & PAXTON**  
ARCHITECTS

4800-C MONTGOMERY BLVD, NE  
ALBUQUERQUE, NM 87110  
(505) 883-9111



**HRMA**  
HEINER  
MACRAE  
ASSOCIATES  
10000 N. 19TH AVENUE, SUITE 200  
DENVER, CO 80202  
(303) 750-2722



# City of Yuma

## City Council Report

File #: MC 2022-201

Agenda Date: 11/16/2022

Agenda #: 4.

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 type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Concession Services Agreement: Guzman Hospitality Group, LLC**

### SUMMARY RECOMMENDATION:

Authorize the City Administrator to execute a five-year Concession Services Agreement with the option to renew for three additional, three-year terms for the operation of "The Hills Gastropub" Restaurant at the Desert Hills Golf Course to: Guzman Hospitality Group LLC, Yuma, AZ (Parks & Recreation-RFP-22-163) (Eric Urfer/Robin R. Wilson)

### STRATEGIC OUTCOME:

This concession services agreement supports the City Council's strategic outcome of Active and Appealing, as it provides a venue featuring quality food and beverages for golf clientele during the day and a fine dining experience for other patrons in the evening.

### REPORT:

The City issued a request for proposals seeking a Restaurant Concessionaire for the operation of the Desert Hills Restaurant facility to serve the dining needs of golf clientele and the public. The Concessionaire will also be capable of providing onsite catering for special events such as golf outings, golf tournaments, weddings, birthdays, and other occasions. Guzman Hospitality Group, the proposed Concessionaire, operates Julieanna's Seafood & Steakhouse as the current Executive Chef and Chief Executive Officer. Eddie Guzman, a former executive sous chef at the Bouchon Bistro and banquet chef at the Venetian Resort, Las Vegas, also founded Takos & Beer in 2017, a popular Yuma eatery.

The terms of the Concession Services Agreement call for monthly payments to the City totaling \$76,000 for the last nine months of 2023, \$120,000 for year two, \$123,600 for year three, \$127,200 for year four, and \$130,800 for year five. The concession fees are staggered to begin in March 2023 in order to establish the business and accommodate reduced summer business, but increasing during the winter season. The City will be responsible for structural maintenance and security of the building, as well as gas, electricity, trash removal, cleaning of the public restrooms, and water and sewer services. Concessionaire will be responsible for cable services, telephone services, interior repairs such as painting and replacing any doors, windows or furnishings, and keeping the interior of the building in a clean and safe condition. The name of the Restaurant will be "The Hills Gastropub," and either party may terminate the Concession Services Agreement, without cause, upon 90 days written notice.

**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:**

Concession fees are classified as golf course operating revenues.

**ADDITIONAL INFORMATION:**

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

Click or tap here to enter text (please number each document) or type "NONE" - 11pt Arial

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



**CONCESSION SERVICES AGREEMENT  
BETWEEN  
THE CITY OF YUMA  
AND  
GUZMAN HOSPITALITY GROUP LLC**

THIS CONCESSION SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth between the City of Yuma, an Arizona municipal corporation (the "City"), and **Guzman Hospitality Group LLC**, of **Yuma, Arizona** (the "Concessionaire") dba as "The Hills Gastropub." The City and the Concessionaire are sometimes referred to individually as the "Party" and collectively as the "Parties."

**RECITALS**

- A. The City is currently operating the Hills Bar and Grill at the Desert Hills Golf Course, for the benefit and enjoyment of golf course patrons and the public.
- B. It is the desire of the City to continue to maintain food and beverage services for golf course patrons and the public at the Desert Hills Golf Course, and to have the food and beverage services at the Desert Hills Golf Course restaurant operated by a private, contracted entity other than the City.
- C. The City issued a Request for Proposals, RFP #22-163 "Restaurant Concessionaire" (the "RFP"), incorporated into this Agreement by reference, seeking proposals for Restaurant Concessionaire Services.
- D. The Concessionaire responded to the RFP by submitting a proposal (the "Proposal"), incorporated into this Agreement by reference, and the Parties seek to enter into this Agreement for concession services on the terms and conditions described.

In consideration of the above incorporated recitals and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the Concessionaire agree as follows:

**ARTICLE 1**  
**Concession Space**

- 1.1 For the purposes of this Agreement, the "Concession Space" shall mean the following areas at the Desert Hills Golf Course, located at 1245 W. Desert Hills Drive, Yuma, Arizona 85365:
  - 1.1.1 The restaurant shall be called "The Hills Gastropub" and located in the Desert Hills clubhouse ("Restaurant" as shown in light blue, green and red shading on Attachment A).
  - 1.1.2 Desert Hills Snack Shack ("Snack Shack") is located between holes #5 and #6 at Desert Hills Golf Course.
  - 1.1.3 Desert Hills beverage and snack golf cart service ("Beverage Cart") providing delivery of beverages and snacks to golfers on Desert Hills.

The Restaurant, Snack Shack, and Beverage Cart Concession Space areas are shown in map form in Attachment A, and include any existing improvements or improvements to be made for purposes of this Agreement. No restaurant or food and beverage activities are permitted beyond the Attachment A map, unless an approved Facility Permit is obtained from the Desert Hills Golf Operations Manager.

- 1.2 The Concessionaire shall have the use of the Concession Space for the purposes of offering food, beverages, and related services to the golfers using Desert Hills and to the public who may engage Concessionaire for these services.
- 1.3 Concessionaire's staff shall undergo liquor law training with an Arizona Department of Liquor approved training provider, and shall maintain certificates of completion for liquor law training. Further information can be found at: <https://azliquor.gov/index.cfm>
- 1.4 Copies of the certificates of completion of each concession staff member's liquor law training shall be provided to the City of Yuma's Agent within five business days of completion and certification.
- 1.5 Concessionaire shall maintain a liquor license and bear all responsibility for the management and staffing of alcohol sales in the Concession Spaces.

## **ARTICLE 2**

### **Concessionaire's Use of the Concession Space**

- 2.1 The Concessionaire agrees to take the Concession Space for Concessionaire's use, subject to the terms and conditions set forth herein.
- 2.2 Subject to other limitations expressed in this Agreement, the City grants to Concessionaire the exclusive right to use the Concession Space in common with the City's Desert Hills Golf Course operations, and the right to use in common with others, the public areas and grounds of Desert Hills in conjunction with the operation of Concessionaire's food and beverage operations (and for no other purpose).
- 2.3 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and all municipal ordinances, as well as all rules and regulations, policies, and procedures adopted by the City or any City Department having jurisdiction over Desert Hills.

## **ARTICLE 3**

### **Undertakings of Concessionaire**

- 3.1 Service. Concessionaire agrees as follows:
  - 3.1.1 The Concessionaire shall furnish and pay for all equipment (except as otherwise provided by the City pursuant to Article 7 of this Agreement), all goods, all labor, transportation, supervision and services necessary to provide food and beverage services in accordance with this Agreement.
  - 3.1.2 Services provided by Concessionaire shall include their own Point of Sale ("POS") system and safe at the Concession Space, and the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, paper supplies/dispensers, cups and glassware, and any kitchen utensils or bar equipment necessary to serve the demand for such items at the Concession Space. Concessionaire shall maintain all existing audio and visual equipment, including, but not limited to, existing televisions, speakers, receivers, and stereo equipment. The City will maintain the existing security systems. Any additional security within the Concession Space is the responsibility of the Concessionaire.
  - 3.1.3 Concessionaire acknowledges the desire and obligation of the City to provide the public with quality food and beverages and a high level of public service. Concessionaire agrees to offer for sale from the Concession Space only quality



food and beverages at fair and competitive pricing, relative to comparable food and beverage operations in Yuma, Arizona.

- 3.1.4 Concessionaire will work and coordinate with Desert Hills Golf Operations Manager on promotions and tournament services.
- 3.1.5 South of the BBQ grill area outside toward the golf course, the Concessionaire will derive all revenue from any sales within the outside space, and the City will derive the revenue from the rental of the outside space. See Attachment A.
- 3.1.6 The Concessionaire must refer all outside event space rental requests to the City's Civic Center staff. Any event will be booked through the Civic Center staff, and the Concessionaire will provide the food and beverages for the event. The events will be coordinated with the Concessionaire and the Golf Operations Manager before the event is booked.
- 3.1.7 Generally golfers will be on the course until dusk, and any gathering in the south side of the BBQ grill area is subject to being struck by errant golf balls. No events shall be planned in this area without prior written approval from the Golf Operations Manager.
- 3.1.8 From time to time the City may desire to hold meetings or events at the Restaurant on a space available basis. . Concessionaire agrees to accommodate such requests at no cost to the City. .
- 3.2 Hours of Operation. Subject to inclement weather, the Concessionaire is required to provide daily food and beverage service at Desert Hills in the following manner:
  - 3.2.1 At the minimum the concession will be open for breakfast and lunch from 6:00 AM until 4:00 PM to accommodate golfers and the public, seven (7) days a week, 12 months a year, subject only to seasonal variations as follows: (1) During the fall, the City over-seeds the golf course and ceases golf operations; during over-seeding, the Concessionaire is not obligated to operate, but may do so if Concessionaire desires (Typically this time frame is a three week period at the beginning of October). (2) As the first tee time varies throughout the year, the Concessionaire must provide food service in full operation 30 minutes prior to the first tee time. The Desert Hills Golf Operations Manager will inform the Concessionaire at least seven (7) days in advance of the first tee time. Food service must include hot food items at breakfast and lunch, and open until 4:00 PM. daily. (Food such as a "grab and go" for golf clientele and other patrons).
  - 3.2.2 Notwithstanding the material obligation to operate the concession from 6:00 AM until 4:00 PM every day the golf course is open, Concessionaire is encouraged to remain open from 4:00 PM until the evening for dinner. This is solely up to the Concessionaire.
  - 3.2.3 The Snack Shack and/or Beverage Cart, at a minimum, shall provide service from 30 minutes after the first tee-time at Desert Hills, to dusk everyday Desert Hills is open.
- 3.3 Concessionaire shall be the provider of all food and beverage services at Desert Hills for members of the public wishing to engage Concessionaire for Concessionaire's services and to utilize the Concession Space. Concessionaire shall not utilize Restaurant for off-premises catering or cooking for off-premises consumption except as provided in this Agreement. As used here, "premises" means the Concession Space.
- 3.4 Concessionaire Personnel. Personnel providing food and beverage services at the Concession Space under this Agreement shall be employees of the Concessionaire.



Concessionaire shall control the conduct and demeanor of Concessionaire's agents and employees in a manner that will assure a high standard of service and courtesy to the public at all times. All Concessionaire personnel, while on or about Concession Space, shall be clean, neat in appearance, and uniformly attired (with appropriate identification badge or uniform displaying no less than the name of the Concessionaire and the employee's first name).

- 3.4.1 Concessionaire shall provide the City the name, home phone and cell phone numbers of Concessionaire's designated General Manager. The General Manager or his designated representative shall be available at any time, (24) twenty-four hours per day, (7) seven-days per week, (365) three-hundred sixty-five days per year (24x7x365), if required for any exceptional circumstance as determined by the City's Authorized Agent in the City's Authorized Agent's sole discretion.
- 3.4.2 Concessionaire and/or Concessionaire's General Manager agrees to maintain a current list of personnel, employees, volunteers and other representatives or agents of Concessionaire that will be working on behalf of Concessionaire in providing services to the City and public under this Agreement. Concessionaire and City acknowledge that certain services provided by Concessionaire will require employees, volunteers, and other representatives or agents of Concessionaire acting in positions of trust which will entail the handling of and accounting for funds and City property, or direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees it will properly screen all of Concessionaire's employees, volunteers, and other representatives in positions of trust as described previously.
- 3.5 Physical Interference. Concessionaire shall not do, nor permit to be done, anything, which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, camera/alarm system, fire hydrants and hoses, if any, installed at Concession Space or elsewhere at Desert Hills.
- 3.6 Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, Special 2% tax, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien which may be levied or charged by the Federal Government, the State, County, City of Yuma or other tax-levying body upon or with respect to the Concession Space, upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Space or facilities or the improvements thereon, by reason of Concessionaire's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Concessionaire or taxes on Concessionaire's operations or activities in or about the Concession Space, Desert Hills and/or Civic Center. Nothing in this Agreement shall prevent Concessionaire from protesting, through due process, any taxes levied by the tax-levying body.
- 3.7 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connection with Concessionaire's operation at the Concession Space, including, but not limited to, all County Health Department licenses and inspections, a City of Yuma business license, and a state liquor license.
  - 3.7.1 Any such licenses held by Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement.

- 3.7.2 Concessionaire will manage liquor sales as described in Article 1 sections 1.2 - 1.5. The City shall maintain its Class 5 liquor license at the Civic Center, Baseball Complex, and the Par 3 Golf Course.
- 3.8 Beverage Carts. Concessionaire shall be required to operate a minimum of one (1) beverage/food cart in order to provide food and beverage services on the grounds of Desert Hills when a sufficient number of customers are golfing, as determined by the City's Authorized Agent. Concessionaire shall use the Beverage Cart provided by the City unless a substitute vehicle, provided by Concessionaire, is approved by the City's Authorized Agent in writing. Concessionaire shall immediately notify the City's Authorized Agent of any mechanical issues with beverage cart.

#### **ARTICLE 4**

##### **Term**

- 4.1 Initial Term. The Initial Term of this Agreement is for five (5) years and shall commence on the Effective Date and, unless terminated sooner, shall expire five years from the Effective Date.
- 4.2 Renewal Term. After the expiration of the Initial Term, this Agreement may renew by written extension signed by both parties for up to three (3) successive three-year terms, (the total renewals shall not exceed nine years) (each, a "Renewal Term") unless otherwise terminated as provided for in Article 14 of this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
- 4.2.1 If Concessionaire decides NOT to renew this Agreement, then Concessionaire shall provide the City written notice of Concessionaire's intent not to renew, not less than ninety (90) days before the end of the then current Term.
- 4.2.2 If the City decides NOT to renew this Agreement or wants to bid out the Desert Hills Concession Agreement, then the City shall provide the Concessionaire written notice of the City's intent not to renew, not less than ninety (90) days before the end of the then current Term. If a new solicitation is published, provided that Concessionaire is not in default of this Agreement or in arrears, Concessionaire shall have the right to compete for any new solicitation of the Desert Hills Concession Services Agreement at that time.
- 4.2.3 During any bidding process, Concessionaire shall faithfully execute the Concessionaire's duties under this Agreement until such time that a new Concessionaire shall assume those duties under a new Agreement.
- 4.4 Holding Over. In the event that the Concessionaire shall remain beyond the Term set forth in this Agreement, although no right to remain is given by this Article, such hold-over shall be on a month-to-month basis subject to all provisions and conditions of this Agreement,.

#### **ARTICLE 5**

##### **Concession Fees/Audit**

- 5.1 All revenue generated by Concessionaire's operation of Concession Space belongs to the Concessionaire.

- 5.2 Payments. Concessionaire shall pay Concession Fees to the City for the use of Concession Space on a monthly basis according to Attachment B. The monthly rental includes the cost of preventative maintenance of the Beverage Cart, all facilities (not including kitchen or bar equipment), and the following utilities: natural gas, electric, trash removal, water and sewer services.
- 5.3 Time of Payment. Concessionaire's payment of Concession Fees shall be due and payable no later than the first (1<sup>st</sup>) day of each month during the Term of this Agreement.
- 5.4 Interest on Past Due Amounts. Concessionaire shall pay interest on any and all past due amounts at a rate of twelve percent (12%) per annum, compounded monthly from the due date until paid in full.
- 5.5 Payment. The City requires ACH Payments for all fees under Article 5. Any questions concerning ACH Payments shall be directed to the City of Yuma, Finance Department, Attn: Senior Accounting Specialist, One City Plaza, Yuma, Arizona 85364-1436.

## **ARTICLE 6**

### **Maintenance, Janitorial Duties and Utilities**

- 6.1 Concessionaire's Maintenance Obligations. Concessionaire shall be obligated, without cost to the City, to maintain every part of the nonstructural portions of the Restaurant and Snack Shack Concession Space, including personal and trade fixtures, so that the nonstructural portions of the Concession Space remain in good appearance and repair and in safe condition. It is Concessionaire's sole responsibility to clean, maintain, repair, replace, paint, or otherwise furnish the Concession Space (including, without limitation wall coverings, partitions, floor coverings, ceiling tiles, windows, doors, and glass, and all furnishings, fixtures, and equipment, whether installed by the Concessionaire or by the City) as determined necessary by the City's Authorized Agent. All of the maintenance, repairs, finishing and replacements shall be of a quality at least equal to the original in materials and workmanship and Concessionaire shall use a licensed contractor for any repairs. The City's Authorized Agent shall inspect the quality of maintenance or repairs. The City's Authorized Agent may at any time and without notice, enter upon the Concession Space to determine if maintenance is being performed in accordance with this Agreement. The Concessionaire will also submit a monthly repairs and preventative repairs report to the Golf Operations Manager.
- 6.2 The City's Maintenance Obligations. The City shall maintain the public lobby area and public restrooms, and repair the structural portions of the Concession Space, which include: (A) the roof, (B) the air conditioning system, (C) the vehicle parking area assigned to the Concessionaire, and (D) the exterior walls of the Concession Space structures. City may enter the Concession Space at reasonable times to perform maintenance or to make repairs. Concessionaire and/or Concessionaire's insurers shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote or through subrogation, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space.
- 6.3 Janitorial Duties. Concessionaire shall keep the entire Restaurant and Snack Shack Concession Space in clean and first-class condition at all times, including, but not limited to, the cleaning of all kitchen fixtures, hoods and exhaust, refrigerators and refrigerator coils, floors, counters and tables and to provide a clean and orderly appearance for golfers

and the public, and as may be required by ordinances, resolutions, statutes, good business practices, and health, sanitary and police regulations of the City of Yuma, County of Yuma, and State of Arizona.

- 6.4 Garbage, Refuse and Recyclable Material. Concessionaire shall provide for the adequate handling and removal of all garbage and other refuse caused because of Concessionaire's operation of Concession Space. Concessionaire shall provide at its own expense trash and garbage containers with plastic liners in all Concession Space food service areas. All garbage and other refuse shall be dumped in Desert Hills provided dumpsters. All trash shall be sealed in appropriate trash bags before placement in the dumpster. Concessionaire acknowledges and agrees to dispose of approved recyclable materials in the recycling dumpster.
- 6.5 Utilities. Cost for electricity, gas, heat, air conditioning, hot and cold running water and ventilation are included in the Concessionaire's monthly fee schedule attached as Attachment B. Utilities NOT included are telephone line charges, cable/satellite or internet connection charges for either telephonic communication or processing credit card transactions. Concessionaire, and/or Concessionaire's insurers through subrogation, shall not hold or attempt to hold the City liable for product loss or revenue/business interruption that may result from interruptions or failure of the above normal utilities.
- 6.6 Inspections. The City will inspect all areas of Concession Space on a monthly basis to ensure the Restaurant area and equipment and all other Concession Space areas are cleaned and maintained to the highest industry standard. Any discrepancies must be addressed by the Concessionaire within three (3) working days.

## **ARTICLE 7**

### **Acceptance and Trade Fixtures**

- 7.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following:
- 7.1.1 Existing equipment for the Restaurant listed in Attachment C;
- 7.1.2 Lighting fixtures for general area illumination to include replacing light bulbs in all light fixtures and required lamp replacement;
- 7.1.3 Heat and air conditioning; and
- 7.1.4 General fire suppression system.
- 7.2 Acceptance. By signing below, Concessionaire's signature acknowledges that Concessionaire accepts the Concession Space as well as any City equipment and fixtures in "as is" condition.
- 7.3 Installation of Equipment and Trade Fixtures. Except for the items listed in Attachment C, no equipment, trade fixtures, signs or other personal property used by Concessionaire in Concessionaire's business, whether or not attached to the Concession Space structure or any improvements, shall be installed without prior written approval of the City's Authorized Agent.

- 7.4 Removal of Concessionaire Equipment, Concessionaire Trade Fixtures. Concessionaire shall have the right upon termination and within ten (10) days thereafter, to remove all Concessionaire trade fixtures, Concessionaire equipment and other Concessionaire personal property, subject to any valid claim or lien the City may have thereon for any unpaid Concession Fees. Any property not so removed by Concessionaire upon termination shall vest title in the City.

## **ARTICLE 8**

### **Damage by Concessionaire**

Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within 15 days after occurrence, any damage to Concession Space, including equipment and fixtures (defined in Article 7) caused by Concessionaire, Concessionaire's officers, agents, employees or anyone acting under Concessionaire's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly by Concessionaire and when necessary, by a current licensed contractor and shall be of a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees, even if the Concession Space or a portion of the Concession Space has been rendered untenable.

## **ARTICLE 9**

### **Total or Partial Destruction**

- 9.1 Concession Space or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Concession Space or any principal part of the Concession Space shall be destroyed or shall be so damaged by fire, flood or other casualty so as to render the Concession Space untenable or unusable as determined by the City, the City and Concessionaire shall meet and if both Parties agree, the Term of this Agreement shall cease and Concessionaire shall immediately surrender Concession Space.
- 9.2 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire as more specifically addressed in Article 8 of this Agreement, the provisions of Article 8 shall govern in any conflict between Article 8 and Article 9.
- 9.3 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire, or Concessionaire's insurers, against the City, by reason of any loss, subrogation, inconvenience or annoyance arising from the necessity of repairing any portion of the Concession Space or Desert Hills, however the necessity may occur.

## **ARTICLE 10**

### **Indemnification**

- 10.1 Indemnification. To the fullest extent permitted by law, Concessionaire, and/or Concessionaire's insurers, shall protect, indemnify, defend, and hold the City and City officers, agents, employees, and elected officials harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury (including economic injury) or death to any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Concessionaire's activities pursuant to this Agreement. Expressly included herein shall be all damages of an environmental nature in or about Concession Space, Desert Hills Golf Course, and/or the Civic Center, caused by Concessionaire, Concessionaire's agents, employees or contractors. This indemnification shall include the

use and occupancy of the Concession Space and/or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of the City or City officers, agents, employees, elected officials, contractors, subcontractors, licensees or invitees. The City shall give to Concessionaire reasonable notice of any such claims or actions. (The provisions of this Article shall survive the expiration or termination of this Agreement.)

- 10.2 Concessionaire agrees to defend, protect, indemnify, and otherwise hold harmless, the City and its officers, agents, employees and elected officials (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of construction, repair, or maintenance work or operation of Concession Space (including but not restricted to attachments, liens and/or levies, and whether or not the claim is meritorious) made, filed and/or asserted by any party other than the Concessionaire against the City, City officers, agents, employees and elected officials and/or the Concession Space, or improvements to any part of the Concession Space, or for monies owed for goods and services furnished to the Concessionaire.
- 10.3 Concessionaire shall give the City prompt notice of any matter covered in this Article 10, and shall forward to the City copies of every demand, notice, summons, or other process received in any such claim or legal proceeding. Any payments made by the Concessionaire pursuant to this indemnification obligation shall be considered payments to release the City from any/all liability and any payments made by Concessionaire shall be in addition to any and all other remedies available to the City, and shall not be deemed the City's exclusive remedy.

## **ARTICLE 11**

### **Insurance**

- 11.1 Insurance. Upon acceptance of this Agreement, without limiting any obligations or liabilities of Concessionaire, Concessionaire shall procure, or otherwise provide, for itself, and for any of its contractors or agents, at Concessionaire's expense, 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.

11.1.1 Commercial General Liability. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability and all food liability.

- General Aggregate: \$2,000,000.00
- Products - Completed Operations Aggregate: \$1,000,000.00
- Personal and Advertising Injury: \$1,000,000.00
- Blanket Contractual Liability – Written and Oral: \$1,000,000.00
- Fire Legal Liability: \$50,000.00
- Each Occurrence: \$1,000,000.00
- Food Liability: \$1,000,000.00



- When Concessionaire obtains a liquor license for the Concession Space, Concessionaire shall procure, or otherwise provide, for itself, and for any of Concessionaire's contractors or agents, Liquor Liability insurance in the minimum amount of \$2,000,000.00.
- The Commercial General Liability policy shall be endorsed to include the following language: "The City of Yuma, City officials, officers, employees, agents and elected officials shall be named as additional insured with respect to liability arising out of activities performed by Concessionaire." The Commercial General Liability policy shall contain a waiver of subrogation against City, City officials, officers, employees, agents and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire and shall be the primary policy of insurance for the Restaurant and Concession Space.

11.1.2 Fire and Flood Liability. The Concessionaire shall insure the Concession Space against fire or flood loss and damages of no less than \$2,500,000.00. Such policy shall name the City of Yuma as additional insured, shall contain an endorsement that the policy is the primary hazard policy, and shall contain a waiver of subrogation against the City.

11.1.3 Business Automotive Liability. In the event automobiles are used for business purposes, Concessionaire shall obtain a policy of automobile insurance and the policy shall include bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL): \$1,000,000.00
- The Business Automotive Liability policy shall be endorsed to include the following language: "The City of Yuma, City officials, officers, employees, agents and elected officials shall be named as additional insured with respect to liability arising out of activities performed by Concessionaire." The Commercial General Liability policy shall contain a waiver of subrogation against City, City officials, officers, employees, agents and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire.

11.1.4 Workers' Compensation and Employers' Liability. Concessionaire shall obtain a policy of Workers' Compensation and Employers' Liability insurance to provide:

- Workers' Compensation: Statutory Limits
- Employers' Liability each accident: \$500,000.00
- Employers' Liability—Disease Each Employee: \$500,000.00
- Employers' Liability—Policy Limit \$1,000,000.00
- The Workers' Compensation and Employers' Liability policy shall contain a waiver of subrogation against City, City officials, officers, employees, agents, and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire.

11.2 The insurance requirements are minimum requirements and in no way replace or limit covenants contained herein. The City in no way warrants that the minimum limits

contained herein are sufficient to protect the City and/or Concessionaire and Concessionaire is free to purchase additional insurance.

- 11.3 The City reserves the right to review any and 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 Concessionaire from, nor be construed or deemed a waiver of, Concessionaire's obligation to always maintain the required insurance during the performance of this Agreement.
- 11.4 Primary Insurance. Concessionaire's insurance shall be endorsed to indicate the policy is primary, non-contributory insurance with respect to all aspects of the performance of this Agreement.
- 11.5 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past termination of this Agreement. 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.
- 11.6 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, employees, and elected officials for any claims arising out of the services of Concessionaire. Concessionaire shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- 11.7 Policy Deductibles and/or 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. Concessionaire shall be solely responsible for any such deductible or self-insured retention amount.
- 11.8 Concessionaire shall deliver valid Certificates of Insurance with required endorsements to the City prior to the commencement of this Agreement.

**ARTICLE 12**  
**No Interest in Real Property**

Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Concessionaire any interest in real property.

**ARTICLE 13**  
**Assignment**

Concessionaire shall not assign this Agreement, sublet or otherwise allow any person to take possession of all or any portion of the Concession Space without prior written consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation unless approved by the City.



**ARTICLE 14**  
**Termination/Cancellation/Default**

- 14.1 For Convenience. This Agreement may be terminated, without cause, after receipt by either Party of ninety (90) days written notice from the terminating Party.
- 14.2 Termination for Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately: (A) provides written notice to the non-defaulting Party, and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by Concessionaire to the City for the undisputed portion of its fee due as of the termination date.
- 14.3 Default by Concessionaire. Time of payment and performance is of the essence in this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:
- 14.3.1 Concessionaire's failure to pay any fee or other charge when due and within thirty (30) working days after notice from City of such nonpayment.
- 14.3.2 Concessionaire's failure to maintain the insurance required in Article 11.
- 14.3.3 Concessionaire's assignment of any right hereunder in violation of Article 13.
- 14.3.4 Concessionaire's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure commenced within the initial seven (7) days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.
- 14.3.5 The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and/or dismissal of such proceeding within ninety (90) days after the filing.
- 14.3.6 The abandonment for a period of seven (7) days by Concessionaire of the conduct of its services and operations.
- 14.3.7 The assignment by Concessionaire of its assets for the benefit of creditors.
- 14.4 City's Remedies on Concessionaire's Default:
- 14.4.1 In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such

termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to the City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force without liability for damages.

14.4.2 Following re-entry or abandonment, the City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but the City shall not be required to make such arrangement for any use or purpose.

14.5 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages, or any other lawful remedy.

## **ARTICLE 15**

### **Miscellaneous Provisions**

15.1 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law or equity in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release Concessionaire from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

15.3 Relationship of the Parties. It is expressly understood and agreed by and between the Parties that the Concessionaire is, and shall be, an independent operator responsible to the public and the City for all of Concessionaire's acts and omissions associated with Concessionaire's operations pursuant to this Agreement, and that the City shall in no way be responsible. Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the City and Concessionaire.

15.4 Gratuities. The City may, by written notice to Concessionaire, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by Concessionaire or any agent or representative of Concessionaire to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and

remedies, to recover and withhold from Concessionaire an amount equal to 150% of the gratuity.

- 15.5 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other Party to the Agreement in any capacity or a provider to any other Party of the Agreement with respect to the subject matter of the Agreement.
- 15.6 E-verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Concessionaire and Concessionaire's subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Concessionaire's or Concessionaire's subcontractor's failure to comply with this Immigration Warranty shall be deemed a material breach of this Agreement and may subject Concessionaire to penalties up to and including termination of this Agreement at the sole discretion of the City.
- 15.6.1 The City retains the legal right to inspect the documents of all Concessionaire personnel who provide services under this Agreement to ensure that Concessionaire or Concessionaire's subcontractors are complying with the Immigration Warranty. Concessionaire agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of Concessionaire and any subcontractor to ensure compliance with the Immigration Warranty. Concessionaire shall assist the City in regard to any random verification performed.
- 15.6.2 Neither Concessionaire nor any subcontractor will be deemed to have materially breached the Concessionaire Immigration Warranty if Concessionaire or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- 15.7 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Concessionaire's performance of its obligations is applicable only to the particular transaction to which it relates, and is not applicable to any other obligations or transactions.
- 15.8 Limitations of Use. Concessionaire shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Concessionaire permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space, Desert Hills Golf Course and/or the Civic Center.
- 15.9 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse 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.

- 15.10 **No Third-Party Benefits.** No provision contained in or incorporated by this Agreement shall create or give to third parties any claim, or right of action, against City, or the Concessionaire, beyond that which may legally exist in the absence of any such provision.
- 15.11 **Construction of Agreement.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.
- 15.12 **Successors and Assigns.** All covenants, stipulations and agreements in this Agreement shall extend to and bind each Party, each Party's legal representatives, successors and assigns, if any.
- 15.13 **Headings.** The titles of the several articles of this Agreement are inserted for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions of this Agreement, or the interpretation or construction thereof.
- 15.14 **Attorneys' Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
- 15.16 **Severability.** In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations under the valid covenants, conditions or remaining provisions of this Agreement.
- 15.17 **Surrender of Possession.** Upon the expiration of this Agreement or its earlier termination as provided, Concessionaire shall remove all of Concessionaire's property from the Concession Space and surrender the entire possession of Concessionaire's rights to the Concession Space, and/or Desert Hills Golf Course to the City and its improvements in accordance with Article 7 and Article 14 above, unless this Agreement is renewed or replaced.
- 15.18 **City Authorized Agent.** All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City's Authorized Agent.
- 15.19 **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 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:

If to the City:	If to Concessionaire:
City of Yuma	Guzman Hospitality Group LLC
Attn: City Administrator	Attn: Heriberto Guzman
One City Plaza	1951 W. 25 <sup>th</sup> Street, Suite E
Yuma, Arizona 85364	Yuma, Arizona 85364

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.

- 15.20 Exhibits. Whenever reference is made in this Agreement to an Attachment, unless otherwise specifically expressed to the contrary, such Attachment or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.
- 15.21 Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of acts of God and other circumstances which are beyond their control. Nonetheless, the Concessionaire agrees to pay all fees and charges due.
- 15.22 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise the City's governmental functions or the City's obligations under any bond covenants or federal, state, or local laws, rules or regulations.
- 15.23 Agent for Service of Process. It is agreed that Concessionaire or its agent must be a resident of the State of Arizona.
- 15.24 Survival. To the extent necessary to carry out all of the terms and provisions of this Agreement, the terms, obligations and rights set forth shall survive and shall not be affected by the expiration or termination of this Agreement.
- 15.25 Public/Customer Complaints. The Concessionaire shall maintain a customer service system to record and monitor complaints from the public and customers with an effective process for resolution and monitoring progress. Complaints involving the work performance of individual employees shall be considered in evaluating employee performance in accordance with the Concessionaire's policies and procedures for disciplinary actions. These Concessionaire policies and procedures shall address the disciplinary actions for deviations from service requirements, up to and including termination. The City's Authorized Agent shall have access to the record of complaints upon request.

- 15.26 Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Concessionaire certifies that Concessionaire is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- 15.27 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.
- 15.28 Concessionaire Personnel. Concessionaire shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the concession services under this Agreement. Concessionaire agrees to assign specific individuals to key positions. Concessionaire agrees that, upon commencement of the concession services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the concession services for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the concession services than initially anticipated, Concessionaire shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.
- 15.30 Miscellaneous.
- 15.30.1 Laws and Regulations. Concessionaire shall comply with the Americans with Disabilities Act (ADA) and shall indemnify the City 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 arising out of this Agreement. Concessionaire shall not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09. The Concessionaire shall not 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. The Concessionaire shall include similar requirements of all sub-concessionaires in Agreements entered for performance of Concessionaire's obligations under this Agreement. Concessionaire shall keep fully informed and shall at all times during the performance of Concessionaire's duties under this Agreement ensure that it and any person for whom the Concessionaire is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the described concession services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.
- 15.30.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Concessionaire.
- 15.30.3 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included 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 amended in writing signed by the Parties to make such insertion or correction.

- 15.31 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.32 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Concessionaire without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Concessionaire in violation of this provision shall be a breach of this Agreement by Concessionaire. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.33 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens it shall be delivered to the City.
- 15.34 Offset.
- 15.34.1 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Concessionaire any amounts Concessionaire owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.34.2 Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Concessionaire any amounts Concessionaire owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.
- 15.35 Confidentiality of Records. The Concessionaire shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Concessionaire's records or obtained from the City or from others in carrying out Concessionaire's obligations under this Agreement shall not be used or disclosed by Concessionaire, Concessionaire's agents, officers, or employees, except as required to perform Concessionaire's duties under this Agreement. Persons requesting such information should be referred to the City. Concessionaire also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Concessionaire as needed for the performance of duties under this Agreement.
- 15.36 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Concessionaire's Proposal, the terms and conditions described in this Agreement shall govern.
- 15.37 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

SIGNATURE PAGE

**Guzman Hospitality Group LLC**

By: \_\_\_\_\_ Name: Heriberto Guzman  
(Signature Required)

Title: CEO/Owner

**ACKNOWLEDGMENT**

STATE OF ARIZONA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2022, Heriberto Guzman as CEO/Owner of Guzman Hospitality Group LLC, personally appeared before me 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 above document on behalf of Guzman Hospitality Group LLC.

Notary Public \_\_\_\_\_ (Affix notary seal here)

**CITY OF YUMA**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022 ("Effective Date").

By \_\_\_\_\_  
John D. Simonton, Acting City Administrator

ATTEST:

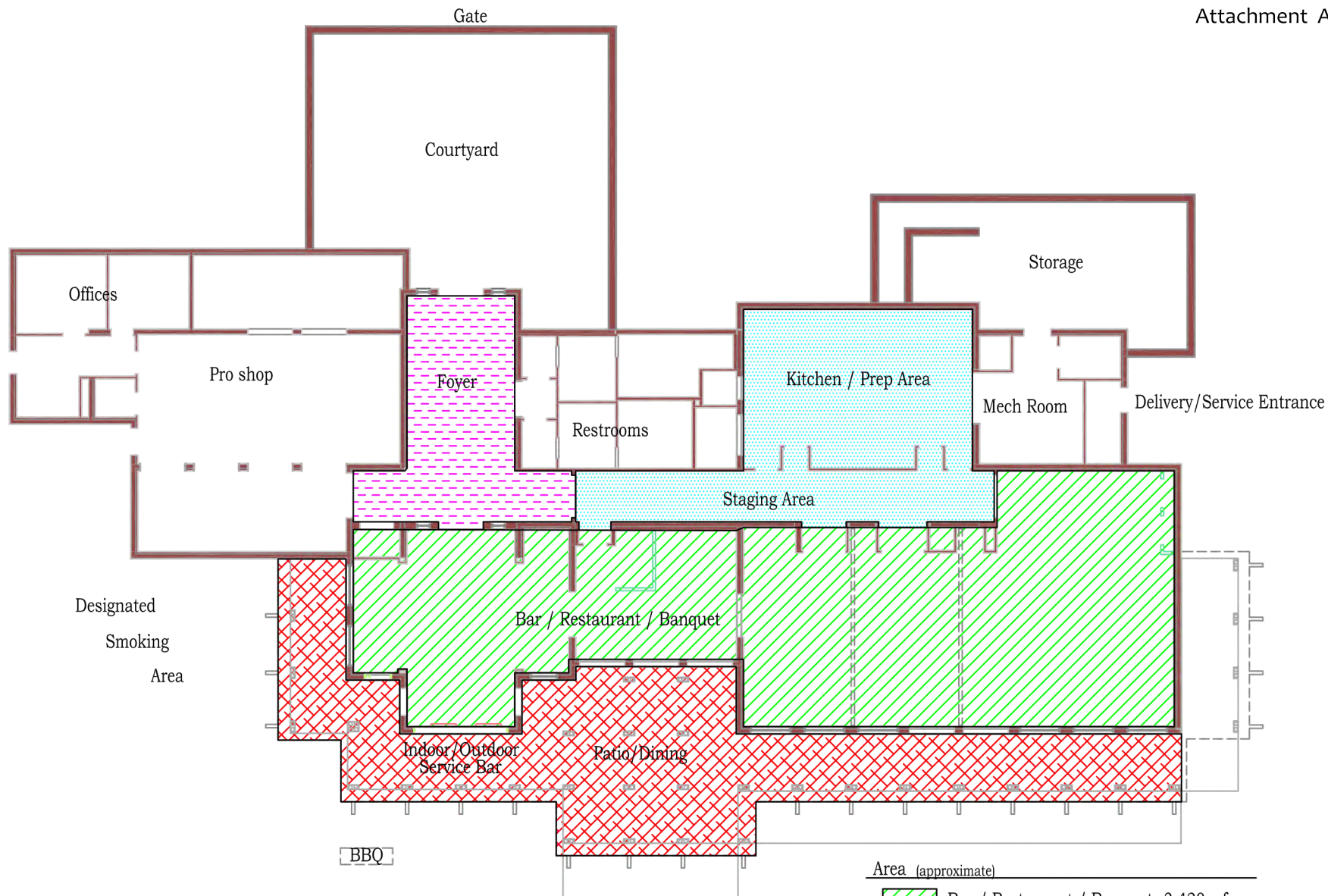
\_\_\_\_\_  
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

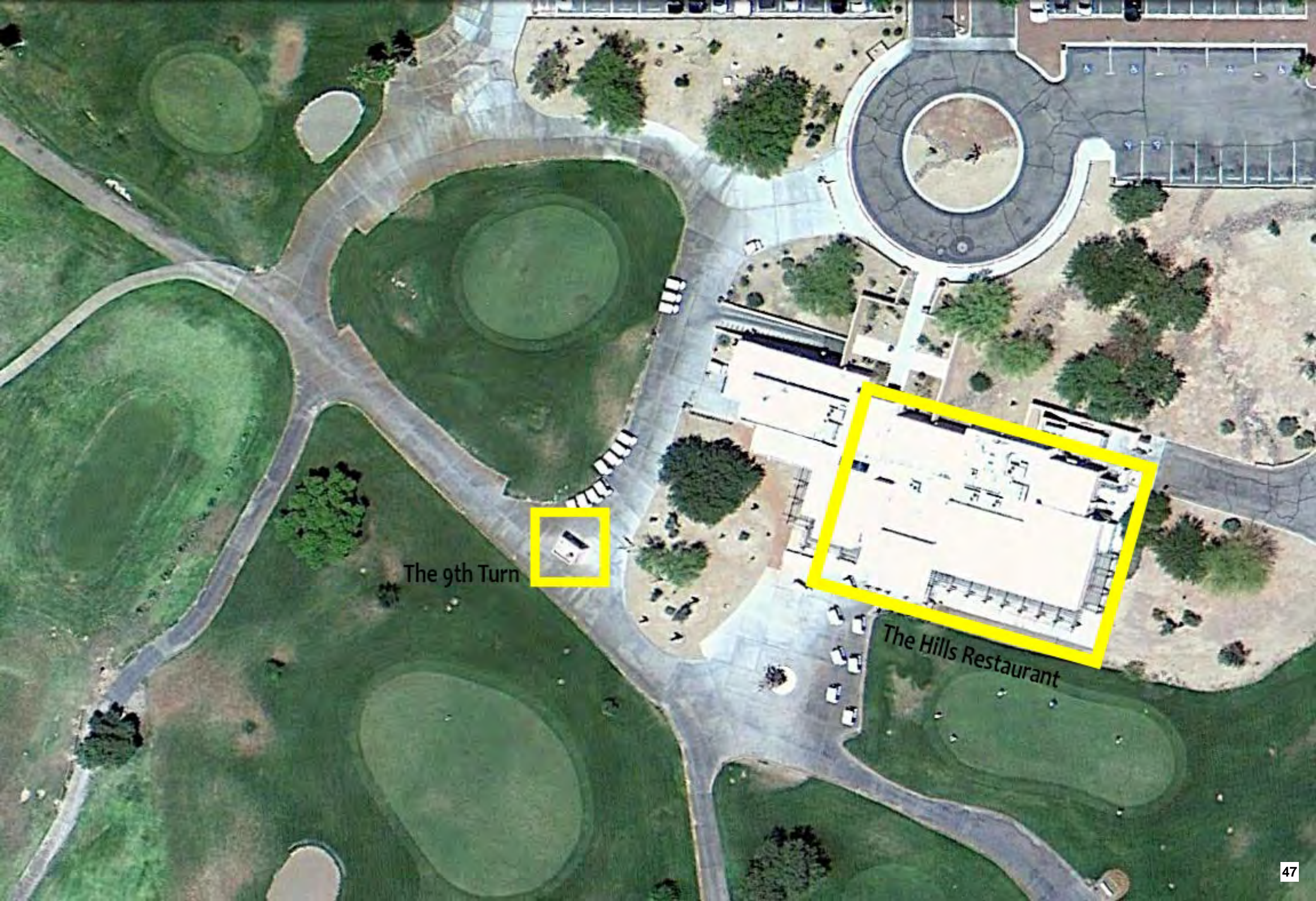
\_\_\_\_\_  
Richard W. Files, City Attorney



Attachment A – Maps  
Attachment B – Monthly Fee Schedule  
Attachment C – Restaurant Equipment







The 9th Turn

The Hills Restaurant





13th Tee Snack Shack

The 9th Turn

The Hills Restaurant



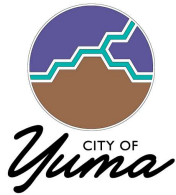
**Guzman Hospitality Group LLC Monthly Payments**

Year	Month	Base Rent	Utilities	Total Monthly Fee	Adjustments to Base Rent	Annual Increase Utilities	Base Rent Plus Utilities Annual Summary
1	Dec-22	\$0		\$0	Reduced Annual Rate		
	Jan-23	\$0		\$0			
	Feb-23	\$0		\$0			
	Mar-23	\$2,700	\$4,300	\$7,000			
	Apr-23	\$2,700	\$4,300	\$7,000			
	May-23	\$2,700	\$4,300	\$7,000			
	Jun-23	\$2,700	\$4,300	\$7,000			
	Jul-23	\$2,700	\$4,300	\$7,000			
	Aug-23	\$2,700	\$4,300	\$7,000			
	Sep-23	\$2,700	\$4,300	\$7,000			
	Oct-23	\$2,700	\$4,300	\$7,000			
	Nov-23	\$5,700	\$4,300	\$10,000			
	Dec-23	\$5,700	\$4,300	\$10,000			\$76,000
2	Jan-24	\$10,500	\$4,500	\$15,000	Full rate		
	Feb-24	\$10,500	\$4,500	\$15,000			
	Mar-24	\$10,500	\$4,500	\$15,000			
	Apr-24	\$5,500	\$4,500	\$10,000			
	May-24	\$5,500	\$4,500	\$10,000			
	Jun-24	\$2,500	\$4,500	\$7,000			
	Jul-24	\$2,500	\$4,500	\$7,000			
	Aug-24	\$2,500	\$4,500	\$7,000			
	Sep-24	\$2,500	\$4,500	\$7,000			
	Oct-24	\$2,500	\$4,500	\$7,000			
	Nov-24	\$5,500	\$4,500	\$10,000			
	Dec-24	\$5,500	\$4,500	\$10,000			\$120,000
3	Jan-25	\$10,600	\$4,700	\$15,300	\$100/month increase	\$200/month	
	Feb-25	\$10,600	\$4,700	\$15,300			
	Mar-25	\$10,600	\$4,700	\$15,300			
	Apr-25	\$5,600	\$4,700	\$10,300			
	May-25	\$5,600	\$4,700	\$10,300			
	Jun-25	\$2,600	\$4,700	\$7,300			
	Jul-25	\$2,600	\$4,700	\$7,300			
	Aug-25	\$2,600	\$4,700	\$7,300			
	Sep-25	\$2,600	\$4,700	\$7,300			
	Oct-25	\$2,600	\$4,700	\$7,300			
	Nov-25	\$5,600	\$4,700	\$10,300			
	Dec-25	\$5,600	\$4,700	\$10,300			\$123,600

### Guzman Hospitality Group LLC Monthly Payments

Year	Month	Base Rent	Utilities	Total Monthly Fee	Adjustments to Base Rent	Annual Increase Utilities	Base Rent Plus Utilities Annual Summary
4	Jan-26	\$10,700	\$4,900	\$15,600	\$100/month increase	\$200/month	
	Feb-26	\$10,700	\$4,900	\$15,600			
	Mar-26	\$10,700	\$4,900	\$15,600			
	Apr-26	\$5,700	\$4,900	\$10,600			
	May-26	\$5,700	\$4,900	\$10,600			
	Jun-26	\$2,700	\$4,900	\$7,600			
	Jul-26	\$2,700	\$4,900	\$7,600			
	Aug-26	\$2,700	\$4,900	\$7,600			
	Sep-26	\$2,700	\$4,900	\$7,600			
	Oct-26	\$2,700	\$4,900	\$7,600			
	Nov-26	\$5,700	\$4,900	\$10,600			
	Dec-26	\$5,700	\$4,900	\$10,600			\$127,200
5	Jan-27	\$10,800	\$5,100	\$15,900	\$100/month increase	\$200/month	
	Feb-27	\$10,800	\$5,100	\$15,900			
	Mar-27	\$10,800	\$5,100	\$15,900			
	Apr-27	\$5,800	\$5,100	\$10,900			
	May-27	\$5,800	\$5,100	\$10,900			
	Jun-27	\$2,800	\$5,100	\$7,900			
	Jul-27	\$2,800	\$5,100	\$7,900			
	Aug-27	\$2,800	\$5,100	\$7,900			
	Sep-27	\$2,800	\$5,100	\$7,900			
	Oct-27	\$2,800	\$5,100	\$7,900			
	Nov-27	\$5,800	\$5,100	\$10,900			
	Dec-27	\$5,800	\$5,100	\$10,900			\$130,800
Total		\$304,200	\$273,400	\$577,600			\$577,600

<b>Attachment C - Restaurant Equipment</b>				
	<b>Item (New Equipment)</b>	<b>Qty</b>	<b>Brand</b>	<b>Model #</b>
1.	Stockpot Range	1	Vulcan	VSP100
2.	Heavy Duty Gas Griddle	1	Vulcan	MSA36
3.	Salamander Broiler	1	Vulcan	36RB
4.	Floor Fryer - Alternate	4	Vulcan	LG400
5.	Chef Base Refrigerator (2)	1	Beverage Air	WTRCS48HC
6.	Chef Base Refrigerator (2) Alternate	1	Beverage Air	WTRCS48HC
7.	Charbroiler Gas Range	1	Vulcan	VCBB48
8.	6 Open Burners (Alternate)	1	Vulcan	SX36-6BN
9.	Double Deck Convection Oven	1	Blodgett	Zephaire-200-G DBL
10.	Filler Table - Alternate	4	Advance Tabco	TFMSY-180
11.	Sandwich Prep Table (Alternate)	1	Beverage Air	SPED60HC-16-4
12.	Sandwich Prep Table (Alternate)	1	Beverage Air	SPED60HC-16-4
13.	Steam Table	1	Eagle	AWTP4-NG-1
14.	Double Overshelf (Landing area)	3	Advance Tabco	CDS-18-72
15.	Infrared Foodwarmers	2	Hatco	GRAH-66D3
16.	Soup Station	1	Hatco	SW2-7QT
	<b>Snack Shack</b>			
17.	Bun Warmer	1	Nemco	8027-BW
18.	Hot Dog Roller	1	Nemco	8027-SLT
19.	Alternate Speed Oven	1	XpressChef	JET14
	<b>Accessories</b>			
20.	Mobile Gas Connector Kits	4	Regency	
	<b>Other</b>			
21.	Beverage Cart	1	Cushman	



# City of Yuma

## City Council Report

File #: MC 2022-202

Agenda Date: 11/16/2022

Agenda #: 5.

	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> Purchasing	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Contract Increase: Fire Sprinkler System Maintenance, Repairs and Related Services**

### SUMMARY RECOMMENDATION:

Approve an increase to the current 5-year contract for System Maintenance, Repairs and Related Services by \$120,000 for a total of \$280,000 to American Fire Equipment. (2017-20000008) (Randall Crist/Justin Lewis/Robin R. Wilson)

### STRATEGIC OUTCOME:

Increasing the approved annual contracted amount aligns with the strategic outcome of Safe and Prosperous by ensuring essential City facilities are protected and not disrupted.

### REPORT:

On September 20, 2017, City Council approved a Fire Sprinkler Maintenance, Repairs and Related Services Contract for an annual amount of \$160,000.00.

For the current fiscal year, the City has spent approximately \$32,367.00 of the estimated \$160,000.00 for various repairs and replacements. Staff is requesting an increase of \$120,000.00 (including tax) in addition to the already approved \$160,000.00.

The current fire protection system at the Yuma Police Department and Municipal Court buildings are antiquated and in need of replacement. The system is a Gamewell design that utilizes proprietary software causing programming issues. In addition to proprietary software, parts and devices are no longer in production leading to repair and maintenance issues.

The increased amount to this contract will allow for routine repairs, maintenance, replacement and new installations of fire sprinkler equipment for the remainder of the contract, which is on extension and will expire on March 18, 2023.



**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 192,954.08	BUDGETED:	\$ 195,000.00
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 \$192,954.08

Public Safety Tax - Facilities Maintenance		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

This maintenance was anticipated and there is sufficient budget authority in the FY 2023 City Council approved budget.

**ADDITIONAL INFORMATION:**

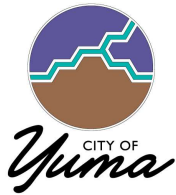
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



# City of Yuma

## City Council Report

File #: MC 2022-203

Agenda Date: 11/16/2022

Agenda #: 6.

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

### TITLE:

**Cooperative Purchase Agreement: Access Control System Replacement Project**

### SUMMARY RECOMMENDATION:

Authorize the utilization of a State of Arizona cooperative purchase agreement for the purchase of an Access Control System at an estimated total amount of \$252,836.07 excluding tax to: Benson Security Systems, Inc., Gilbert, AZ (Building Safety-CPA-23-001) (Randall Crist/Robin R. Wilson)

### STRATEGIC OUTCOME:

Replacement of the access control system with up-to-date security aligns with City Council's strategic outcome of Safe and Prosperous, as the system's features and usability will serve the City for the next 25 years with the least amount of required overhead in onsite system maintenance.

### REPORT:

The City's current Access Control System has reached end-of-life and has only limited support. Many features are no longer functional due to Microsoft Internet Explorer, which is no longer supported by Microsoft. Other backend Microsoft operating systems and database engines are also nearing end-of-life/end-of-support, creating a substantial future security risk to City Information Technology systems, if not replaced soon. The recommendation is to move to a new cloud based system that has the latest security, on a subscription platform that will include all future system enhancements and security updates.

The City's Access Control System consists of network controllers, door controllers, electronic door latch hardware, panic buttons, exit sensors, door sensors, triggered door relays and prox card readers. This system is used to secure the City's larger facilities and allows managed access control, monitored access, door lock schedules, panic button alerting, remote door access and integration with the City's burglar alarm system.

The current system was first installed at the Police Department in 1998 when the new building was built. The City has added 11 more facilities during the past 24 years. The current system has reached end-of-life, with the manufacturer. No new updates, features set, security or otherwise are available for this system, and there is only one certified vendor for this system in the area. The City's Facilities Maintenance staff have been performing the majority of the maintenance to this system, but replacement parts are becoming scarce, and the level of security is becoming antiquated.

To maintain the appropriate level of security for City facilities, and to protect employees and assets, a replacement system has been researched and specified. This system integrates with the existing surveillance

system tying specific cameras to doors with card readers. The proposed system also has up-to-date security hardware, software and protocols to protect from constantly emerging security threats in the area of access control. The system is a cloud based system that will eliminate the need for local servers or storage for database and logging information, saving the City money over time and insuring that the functionality, feature set and security of the system remains current, since the system is subscription based and includes all feature and security updates as they are implemented by the vendor.

The expenditure includes two years for the subscription, and each renewal is estimated at \$42,000 annually.

**FISCAL REQUIREMENTS:**

CITY FUNDS:	\$ 252,836.07	BUDGETED:	\$ 300,000.00
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 \$252,836.07

001-97-77.8160 233,384.40 General Fund 102-97-77.8160 19,451.67 Road Tax Fund Capital Improvements		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

There is sufficient budget authority in the FY 2023 City Council-approved budget to execute this project

**ADDITIONAL INFORMATION:**

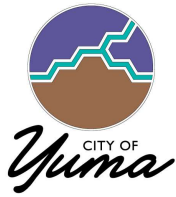
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



# City of Yuma

## City Council Report

File #: MC 2022-204

Agenda Date: 11/16/2022

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
	<input type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input checked="" type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchase Agreement: Additional Microsoft Subscription Volume License**

### SUMMARY RECOMMENDATION:

Authorize a cooperative purchase through Omnia Partners for additional Microsoft Subscription Volume Licenses for an estimated annual increase of \$285,000.00 from SHI, Somerset, New Jersey (IT-CPA-23-001) (Isaiah Kirk/Robin R. Wilson)

### STRATEGIC OUTCOME:

Purchase of the Subscription Volume License aligns with City Council's strategic outcome of Connected and Engaged by providing systems and solutions enabling staff to be more effective and efficient when communicating internally, with vendors, as well as with the community.

### REPORT:

Microsoft provides operating system and desktop productivity tools for all computers and server equipment within the City. The software is accessible through a subscription model and will be added to the City's existing agreement. The subscription will require an annual renewal for the next two years.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$285,000.00	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	

TOTAL \$285,000.00

001-15-26.6206 Information Technology Application Subscriptions		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

The estimated \$285,000 increase for years 2 and 3 of this subscription was anticipated and sufficient budget authority is in the City Council's approved FY 2023 budget to continue this subscription. Year 2 of this agreement begins 12/01/2022.

**ADDITIONAL INFORMATION:**

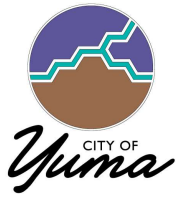
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



# City of Yuma

## City Council Report

File #: MC 2022-205

Agenda Date: 11/16/2022

Agenda #: 8.

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 type="checkbox"/> Respected & Responsible	<input type="checkbox"/> Ordinance - Introduction
DIVISION:	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
Purchasing	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Cooperative Purchase Agreement: Restaurant Equipment**

### SUMMARY RECOMMENDATION:

Authorize the purchase of various commercial restaurant equipment to Arizona Restaurant Supply, Tucson, AZ utilizing the Mohave Educational Services cooperative purchase agreement for an estimated expenditure of \$131,000.00. (Parks and Recreation-CPA-23-125) (Eric Urfer/Robin R. Wilson)

### STRATEGIC OUTCOME:

This action supports the City Council's strategic outcome of Active and Appealing by providing modernized equipment for the new restaurant concessionaire at the Desert Hills Golf Course.

### REPORT:

The purchase of the commercial restaurant equipment will replace the existing equipment that is located at the Desert Hills restaurant, previously known as "The Hills." Most of the equipment is non-functional or beyond repair and was from when the restaurant was first opened in December of 1996.

Many of the items being purchased have long lead times, therefore, it is anticipated that the restaurant will not be fully operational until approximately March 2023.

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$131,000.00	BUDGETED:	\$ 150,000.00
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 \$131,000.00			
412-5052.8970 Desert Hills			
To total; right click number & choose "Update Field"			

### FISCAL IMPACT STATEMENT:

Sufficient funding is provided in the City Council approved FY 2023 budget. No additional budget authority is necessary.

**ADDITIONAL INFORMATION:**

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

None

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022

Item Description	Quantity
Stock Pot Range / Vulcan Model No. VSP100	1
Gas Floor Fryer / Vulcan Model No. LG400	4
Range / Vulcan Model No. SX36 6BN	1
Work Table (Filler) / Advance Tabco Model No. TFMS 120	4
Hot Food Serving Counter / Eagle Group Model No. AWTP4 NG 1	1
Overshelf / Advance Tabco Model No. CDS 18 72	3
Heat Lamp / Hatco Model No. GRAH 66D3	2
Food Pan Warmer / Hatco Model No. SW2-7QT	1
Hot Dog Bun / Nemco Food Equipment Model No. 8027 BW	1
Hot Dog Grill / Nemco Food Equipment Model No. 8027 SLT	1
Microwave Convection Oven / XpressChef Model No. JET14	1
Hose Gas Connector Kit / Dormont Manufacturing Model No. 1675KIT48	4
Salamander Broiler / Vulcan Model No. 36RB-N	1
Worktop Cook Stand Refrigerator / Beverage Air Model No. WTRCS48HC #1	1
Worktop Cook Stand Refrigerator / Beverage Air Model No. WTRCS48HC #2	1
Sandwich Prep Table / Beverage Air Model No. SPED60HC 16 4 #1	1
Sandwich Prep Table / Beverage Air Model No. SPED60HC 16 4 #2	1
Griddle Countertop / Vulcan Model No. MSA36	1
Charbroiler HD Range / Vulcan Model No. VCBB48	1
Convection Oven / Blodgett Model No. ZEPH 200 G ES DBL	1
Beverage Cart Cushman	1





# City of Yuma

## City Council Report

File #: MC 2022-206

Agenda Date: 11/16/2022

Agenda #: 9.

	STRATEGIC OUTCOMES	ACTION
<b>DEPARTMENT:</b> Police	<input type="checkbox"/> Safe & Prosperous	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input type="checkbox"/> Resolution
<b>DIVISION:</b> Patrol	<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:**

**Grant Agreement: Critical Incident Stress Management and Mental Health Resiliency Training**

**SUMMARY RECOMMENDATION:**

Authorize the City Administrator to execute a pass through grant agreement with the Community Foundation for Southern Arizona, Howard V. Moore Foundation. (Police/Patrol) (Susan Smith)

**STRATEGIC OUTCOME:**

Adoption of this motion supports City Council's strategic outcome of Respected and Responsible by accepting \$7,000 in grant funding that will be used to facilitate mental health resiliency and Critical Incident Stress Management (CISM) training for both sworn and civilian Police Department employees.

**REPORT:**

The Howard V. Moore Foundation, held at the Community Foundation for Southern Arizona, provides this specific grant to the Arizona Fraternal Order of Police Foundation Inc., a non-profit organization (FOP). The City of Yuma Police Department is the subrecipient and manager of the pass through grant. Under the terms of the grant, funds are provided to the FOP, who in turn reimburses the Yuma Police Department for grant approved expenses.

The Community Foundation for Southern Arizona serves as a non-profit hub that connects various donors with philanthropic causes to serve the needs of Southern Arizona communities. This grant will allow the Yuma Police Department to provide training that will assist employees in mitigating the effects of critical incidents that if left unchecked, could result in the development of Post Traumatic Stress Disorder and various other mental health problems. In addition, the training will help educate the Department's CISM team in peer to peer counseling techniques, which furthers the same outcome and helps ensure employees have a long and healthy career.

The grant period is October 1, 2022 through September 30, 2023.

**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:	\$ 7,000.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$7,000.00

173-60-12- OPSE19.8970		
To total; right click number & choose "Update Field"		

**FISCAL IMPACT STATEMENT:**

All money spent by the City related to specific CISM or Mental Health related training will be reimbursed by the Community Foundation for Southern Arizona.

**ADDITIONAL INFORMATION:**

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

1. Award Letter
2. Subrecipient Agreement
3. Grant Application

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022

Date of Agreement: 10/5/22

Grantee: Arizona Fraternal Order of Police Foundation, Inc. for the benefit of Yuma Police Department

Purpose of Grant: Critical Incident Stress Management (CISM) and Mental Health Training

Total Amount of Grant: \$7,000

Award Date: 9/22/22

Grant Period: 10/1/22 – 9/30/23

Payment Schedule: Full payment on receipt of signed contract

The grant to your organization from the **Community Foundation for Southern Arizona (CFSA)** is subject to your acceptance of the conditions listed below. To acknowledge this grant agreement ("Agreement") and to be eligible to receive the funds, please return a signed copy of this Agreement to CFSA.

#### **Purpose**

- Grant shall be used exclusively for the designated purposes and will not be used for purposes prohibited by law, including those purposes designated in Section 4945 of the Internal Revenue Code. Any variation from the budget/purpose must have the prior written approval of CFSA.
- If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be immediately returned to CFSA.
- It is understood that by countersigning this grant agreement your organization confirms that there has been no change in its qualification as a 501(c)(3) under the Internal Revenue Code. Funds must be returned if Grantee loses its 501(c) 3- tax exemption from the Internal Revenue Code. Grantee will notify CFSA immediately of any change to its tax status.
- All grants are made in accordance with current and applicable laws and are pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

#### **No Assignment or Delegation**

- You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from CFSA.

#### **Accounting and Auditing**

- The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting principles.

- Grantee will provide promptly such additional information, reports, and documents as CFSA may request and will allow CFSA and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by CFSA .

### **Feedback and Participation**

- Grantee will submit a final report at the conclusion of the grant project including an evaluation of the results of the project and an explanation of how grant funds were used by **August 4th, 2023**. If available or applicable, an audited financial statement should accompany the final report.
- Grantee's attendance at additional meetings, forums or convenings may also be required as part of this grant.
- Grantees will not be able to receive or apply for future funding through CFSA until all feedback and participation requirements are met.

### **Public Reporting**

- CFSA will be acknowledged in grantee's public project materials using the CFSA logo and the following terminology:  
*In a narrative:*  
 Howard V. Moore Foundation held at the Community Foundation for Southern Arizona  
*In a list:*  
 Community Foundation for Southern Arizona  
 Howard V. Moore Foundation
- Grantee will allow CFSA to review and approve of any proposed publicity concerning this grant prior to its release. Please email requests for logo and approval to Tamara McKinney, [tmckinney@cfsaz.org](mailto:tmckinney@cfsaz.org). If this grant is to be used for a film, video, book, or other such product, CFSA reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as funder of the product.
- The grantee shall send to CFSA copies of all print media publications that are related to the project supported by CFSA.

### **Grant Revocation, Reversion, or Termination**

- CFSA reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the CFSA's sole discretion, such action is necessary: (1) because grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purposes and objectives of the grant or any other charitable activities of the CFSA; or (3) to comply with any law or regulation applicable to the Grantee, to the CFSA or this grant.
- Grants are made with the understanding that CFSA has made no commitment to provide additional support for this project in consecutive years. Grantees must reapply each year to be eligible for funding unless otherwise stated in original RFP.

- IF CFSA does not receive signed copies of its grant award letter and of these general grant terms within fourteen (14) days after the date of CFSA's grant award letter, this grant may be revoked.

### **General Provisions**

- 1. Relationship of the Parties.** Nothing contained in this Agreement creates a joint venture, partnership, or agency relationship between the parties.
- 2. Amendment.** This Agreement may be amended only as stated in writing and signed by both the Grantee and CFSA.
- 3. Third Party Beneficiaries.** This Agreement is for the exclusive benefit of Grantee and CFSA, and not for the benefit of any third party, including without limitation, any partner, employee, or volunteer of Grantee.
- 4. Governing Law and Venue.** The laws of the state of Arizona, except its conflicts of law provisions, will govern this Agreement. The venue for any action arising under this Agreement will be by the state or federal courts located in Pima County, Arizona, and each party hereby submits to the jurisdiction of those courts.
- 5. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.
- 6. Waiver.** A party's waiver of any provision, right, or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right, or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or part of this Agreement or prejudice such party's right to take subsequent action.

The undersigned agrees to abide by the terms of this Agreement and further certifies that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

We agree to abide by the terms of this grant contract

City of Yuma

---

John D. Simonton, Acting City Administrator

---

Date

ATTEST:

---

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

---

Richard W. Files, City Attorney

Place your cursor after the question and begin typing. The field will expand to accommodate your typing.

Howard V. Moore Grant Request FY 22-23		
Organization Name: Yuma Police Department		
Mailing Address: 1500 S. 1 <sup>st</sup> Avenue		
City: Yuma	State: AZ	Zip: 85364
Phone: (928) 373-4700		Website: www.yumaaz.gov
Primary Contact: Clinton Norred		Title: Lieutenant
Phone if different than above: (928) 373-4715		Email: norredc@yumaaz.gov
Year Organization Founded: 1914		EIN: 86-6000273
Organization's Mission Statement: We are committed to excellence in the performance of our duties as members of the Yuma Police Department; providing ethical, community-based policing services with pride, respect, and diligence.		
Organization's Overall Budget: Approximately \$8M overall		
Amount Requested from Moore Foundation: \$10,000		
Request is for (check one): <input type="checkbox"/> General Support <input checked="" type="checkbox"/> Program/Project		
<i>Please provide the following information if the request is for a specific program/project.</i>		
Name of Program/Project: Critical Incident Stress Management (CISM) and Mental Health Training		
Brief Description of Project:  The Yuma Police Department has approximately 140 sworn officers and 90 civilian employees. Last year our personnel responded to over 102,000 calls for service. Among the routine calls for service, there are significant critical incidents, such as, homicides, suicides, officer-involved-shootings, fatality collisions, and children who have been sexually abused, injured or killed. Our CISM Team, along with the assistance with Tori Bourguignon of Amberly's Place are deployed to assist our employees with these difficult and complex critical incidents.		

The stress of these frequent critical incidents do take a toll of our employees. The Yuma Police Department is requesting funding from your foundation to assist in training of CISM Team members, the Department Chaplain, or our employees.

**Total Program/Project Budget: \$10,000**

**Signature of Executive Director/CEO:**

**Date:**

**Signature of Person Completing RFP:**

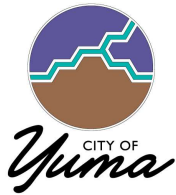
**Date:**

Please feel free to adapt the income and expense line items to fit your project. If you need to provide additional information, you may do so.

BUDGET FOR PROJECT/PROGRAM July 1, 2022– June 30, 2023				
PROJECT EXPENSES	Moore Foundation	OTHER	TOTAL	NOTES
<b>Salaries:</b> List Position(s)				
<b>ERE:</b> Benefits				
<b>SUBTOTAL A:</b>				
<b>Contract Services:</b> List				
<b>Direct Costs:</b> List				
CISM/ Mental Health Training	\$10,000			
<b>In-Kind:</b> List/Describe				
<b>SUBTOTAL B:</b>				
<b>Indirect Costs</b> ( _ % of total): List				
<b>SUBTOTAL C:</b>				
<b>GRAND TOTAL (A+B+C):</b>			\$10,000	



<b>PROJECTED INCOME</b>	<b>Moore Foundation</b>	<b>OTHER</b>	<b>TOTAL</b>	<b>NOTES (Please indicate pending or secured)</b>
<b>CFSA</b>				
<b>Government</b>				
<b>Foundations</b>				
<b>Corporations</b>				
<b>United Way</b>				
<b>Individuals</b>				
<b>Fundraising Events</b>				
<b>Membership Income</b>				
<b>Fees</b>				
<b>Other (specify)</b>				
<b>TOTAL:</b>				



# City of Yuma

## City Council Report

File #: MC 2022-207

Agenda Date: 11/16/2022

Agenda #: 10.

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
Purchasing	<input type="checkbox"/> Connected & Engaged	<input type="checkbox"/> Ordinance - Adoption
	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

**Software Subscription Renewal: Tyler Technologies**

### SUMMARY RECOMMENDATION:

Authorize the renewal of the annual software subscription for a total expenditure of \$153,994.49 to: Tyler Technologies, Inc., Dallas, Texas (Finance/IT/RFP #2011000118) (Douglas Allen/Isaiah Kirk/Robin R. Wilson)

### STRATEGIC OUTCOME:

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

### REPORT:

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

### FISCAL REQUIREMENTS:

CITY FUNDS:	\$ 153,994.49	BUDGETED:	\$146,995.00
STATE FUNDS:	\$ 0.00	AVAILABLE TO TRANSFER:	\$6,999.49
FEDERAL FUNDS:	\$ 0.00	IN CONTINGENCY:	\$ 0.00
OTHER SOURCES:	\$ 0.00	FUNDING: ACCOUNT/FUND #/CIP	

TOTAL \$153,994.49

Information Technology - Centralized Budget		
To total; right click number & choose "Update Field"		

### FISCAL IMPACT STATEMENT:

There are sufficient budgetary savings in other departmental line items to absorb the 4.8% higher than expected costs.

**ADDITIONAL INFORMATION:**

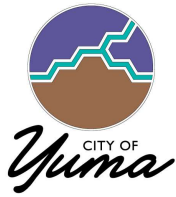
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

None

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



# City of Yuma

## City Council Report

File #: R2022-044

Agenda Date: 11/16/2022

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:

**Intent to Create Municipal Improvement District No. 124: La Vida Subdivision**

### SUMMARY RECOMMENDATION:

Approve the creation of Municipal Improvement District (MID) No. 124 to serve La Vida Subdivision located at the northwest corner of 8E and 36<sup>th</sup> Street. (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

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

### REPORT:

Under provisions of the City Code, all developers are responsible to completely landscape their development projects according to the approved plans prior to issuance of the Final Acceptance of the Subdivision. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations as provided in the zoning requirements, approval stipulations, engineering requests or subdivision requirements. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

In the past, once the landscaping was installed by the developer and accepted by the City, the developer would provide a cash deposit to the City for several years of landscaping maintenance and the responsibility of ongoing maintenance for the landscaping in the community was shifted to the City of Yuma Public Works Department. Ideally, the new tax base for that newly developed neighborhood would offset the costs of ongoing maintenance to serve that neighborhood. It is now known that the current revenue streams from property and sales taxes generated from the neighborhoods benefiting from the landscape amenities do not cover the costs of this maintenance and Public Works must utilize other portions of its budget to subsidize the maintenance costs to adequately meet the maintenance needs of these new developments. Further, many of the residents in these developments would like extra services or specialized services that Public Works is unable to provide, leaving the residents feeling as if they have little control over the maintenance and beautification of their neighborhood.

As an alternative to this existing situation, a statutory Municipal Improvement District (MID) can now be created. The state legislature permits the creation of MIDs for cities and towns to provide a dedicated funding stream for improvements and neighborhood decisions on improvements. In the City of Yuma context, MIDs are utilized for landscape maintenance and provide local control over landscape maintenance. Residents within the MID pay a special assessment on their property tax bill and they gain a direct decision-making role in the level of maintenance within their community. The City will outsource maintenance to a local landscape maintenance contracting company and the amount of the assessment will directly reflect the cost of maintenance. Resident input on the level of maintenance and proposed improvements will be reviewed and approved on an annual basis.

The body of law for MIDs in cities and towns is found at A.R.S. § 48-501 *et seq.* MIDs are widely-used in other Arizona cities and towns. Often, the cities and towns in the metro Phoenix area use MIDs in lieu of homeowners' associations or as back-ups to existing homeowners' associations so those residents can enjoy the same or similar landscape amenities without the need to be part of a homeowners' association.

Pursuant to the provisions of A.R.S. § 48-574, the Mayor and City Council are empowered to form a MID for the following purposes: operations, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, parkings, and parkways. Per statute, the Mayor and City Council can initiate the formation of a MID or property owners can petition to form a MID. In this case, a MID was contemplated through a development condition and the developer has submitted an executed Petition, Waiver, and Consent form requesting the formation of the MID. The ability to form MIDs through development conditions instead of entering into formal agreements is especially important to smaller developers or developers improving property within redevelopment areas.

Attached to this City Council Report is the petition to form a MID for the La Vida Subdivision development. In this situation, in which all the property owners have presented a Petition for Formation, the ordinary publication and posting periods are not required by law. Also attached is the formal Resolution of Intention for Creation of City of Yuma Municipal Improvement District No. 124: La Vida Subdivision, which is located at the northwest corner of Avenue 8E and 36<sup>th</sup> Street.

Following the passage of a Resolution of Intention to Create a MID, certain impacted property owners, in accordance with A.R.S. § 48-579, are given 15 days to express written protest against the proposed MID. If no protests are submitted, the Mayor and City Council are authorized to adopt a second resolution, the Resolution Ordering the Improvements, which finalizes the formation of the MID process. It is anticipated that the Resolution Ordering the Improvements will be heard at the next regular City Council meeting after the creation of this MID.

Adopting this Resolution authorizes the creation of Municipal Improvement District No. 124 to serve La Vida Subdivision.

## **FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

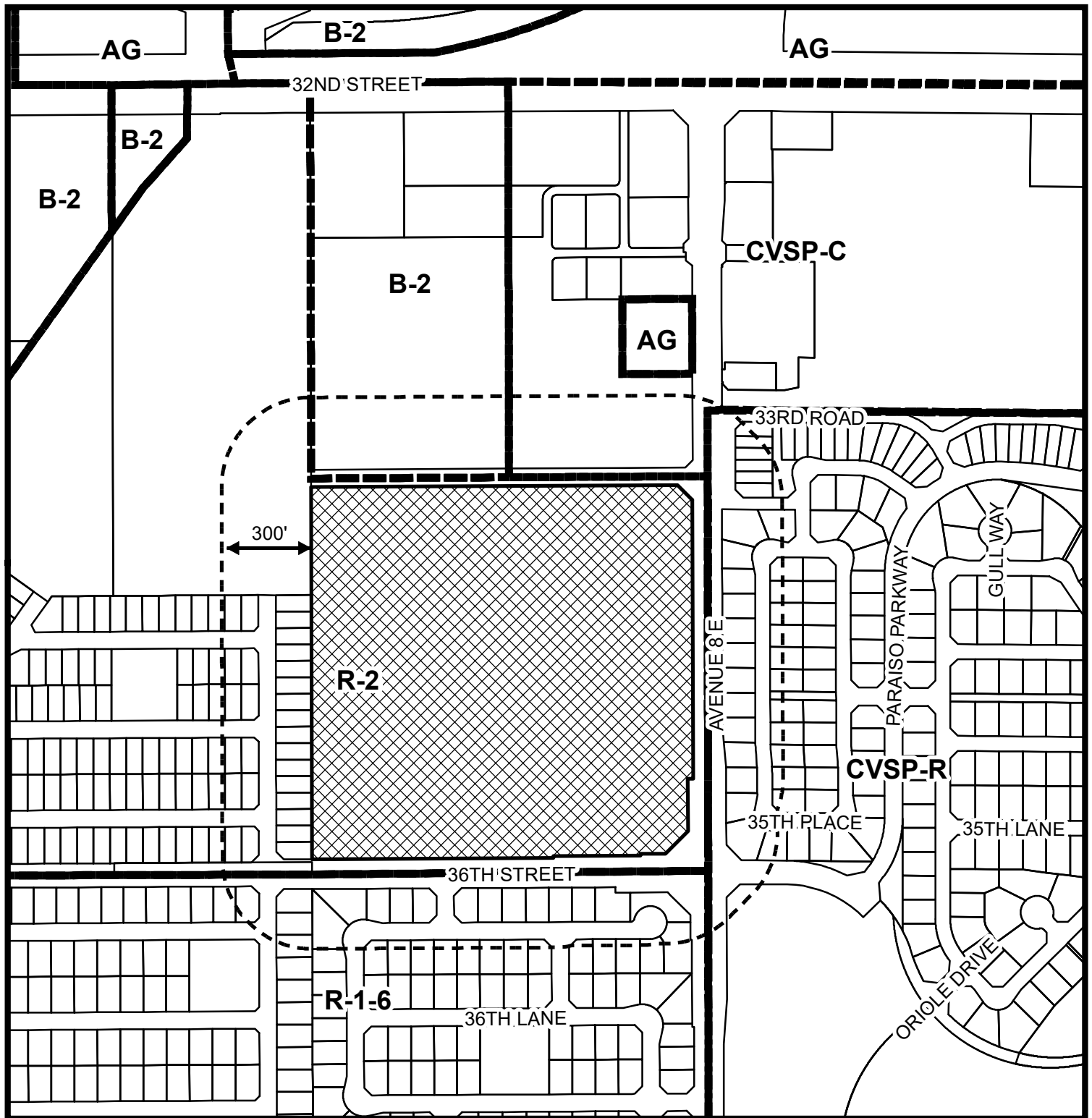
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

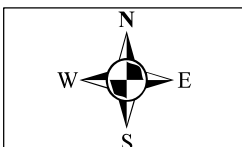
Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



## LOCATION MAP

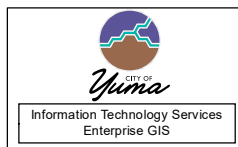


LOCATION OF SUBJECT PROPERTY



Prepared by: DG

Checked by:



Date: 7-19-22

Revised:

Revised:

Case #:

SUBD-040366-2022

## **RESOLUTION NO. R2022-044**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING ITS INTENTION TO CREATE MUNICIPAL IMPROVEMENT DISTRICT NO. 124, SERVING LA VIDA SUBDIVISION, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES OF LA VIDA SUBDIVISION**

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of Yuma to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the La Vida Subdivision housing development;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving La Vida Subdivision will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the La Vida Subdivision housing development to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be La Vida Subdivision;

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,



WHEREAS, the Mayor and City Council of the City of Yuma, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for La Vida Subdivision purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: MID No. 124, serving La Vida Subdivision to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of La Vida Subdivision, is hereby created.

SECTION 3: The expenses of MID No. 124 shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 *et seq.*

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a map of the boundary for MID No. 124 and a diagram for MID No. 124 to Mayor and City Council for consideration to declare an intention to order improvements to MID No. 124 as provided in A.R.S. § 48-576.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF YUMA**

**124**

---

**MID#**

---

**La Vida Subdivision**

---

**Subdivision Name**

To: Honorable Mayor and  
Honorable Councilmembers  
City of Yuma, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of Yuma, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in retention basins, parkways and parkings within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
  - (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
  - (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B), as amended.

- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.
- (f) It is the intent of the undersigned Petitioners that items (a) through (e) above shall be binding on all successors and assigns and shall run with the land.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of October 10, 2022.

[SIGNATURES ON FOLLOWING PAGES]

**"Property Owner"**

Property Tax Parcel Numbers: 197-10-010

By: La Vida Seca LLC

Name: Robert Kammann *X Robert Kammann*

Title: Managing Member

Address: 4575 W Covered Wagon Way

Date: 10/10/2022

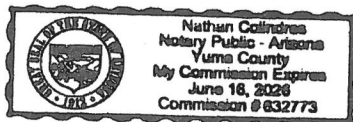
**(ACKNOWLEDGMENT)**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF YUMA )

*ROBERT KAMMANN* This instrument was acknowledged before me on OCTOBER 10TH, 2022,  
by NATHAN COLINDRES, as MANAGING MEMBER of LA VIDA SECA LLC, a(n) SUB DIVISION,  
on behalf of the LA VIDA SUBDIVISION.

NATHAN COLINDRES  
Notary Public in and for the State of AZ

(affix notary seal here)



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**ACCEPTED AND APPROVED BY:**

“City”

CITY OF YUMA,  
an Arizona municipal corporation

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

ATTEST:

\_\_\_\_\_  
Lynda Bushong, City Clerk

**(ACKNOWLEDGMENT)**

STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF YUMA    )

|       This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Douglas J. Nicholls, the Mayor of the CITY OF YUMA, an Arizona municipal corporation, on  
behalf of the City of Yuma.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)

Exhibit A  
La Vida Subdivision  
Legal Description

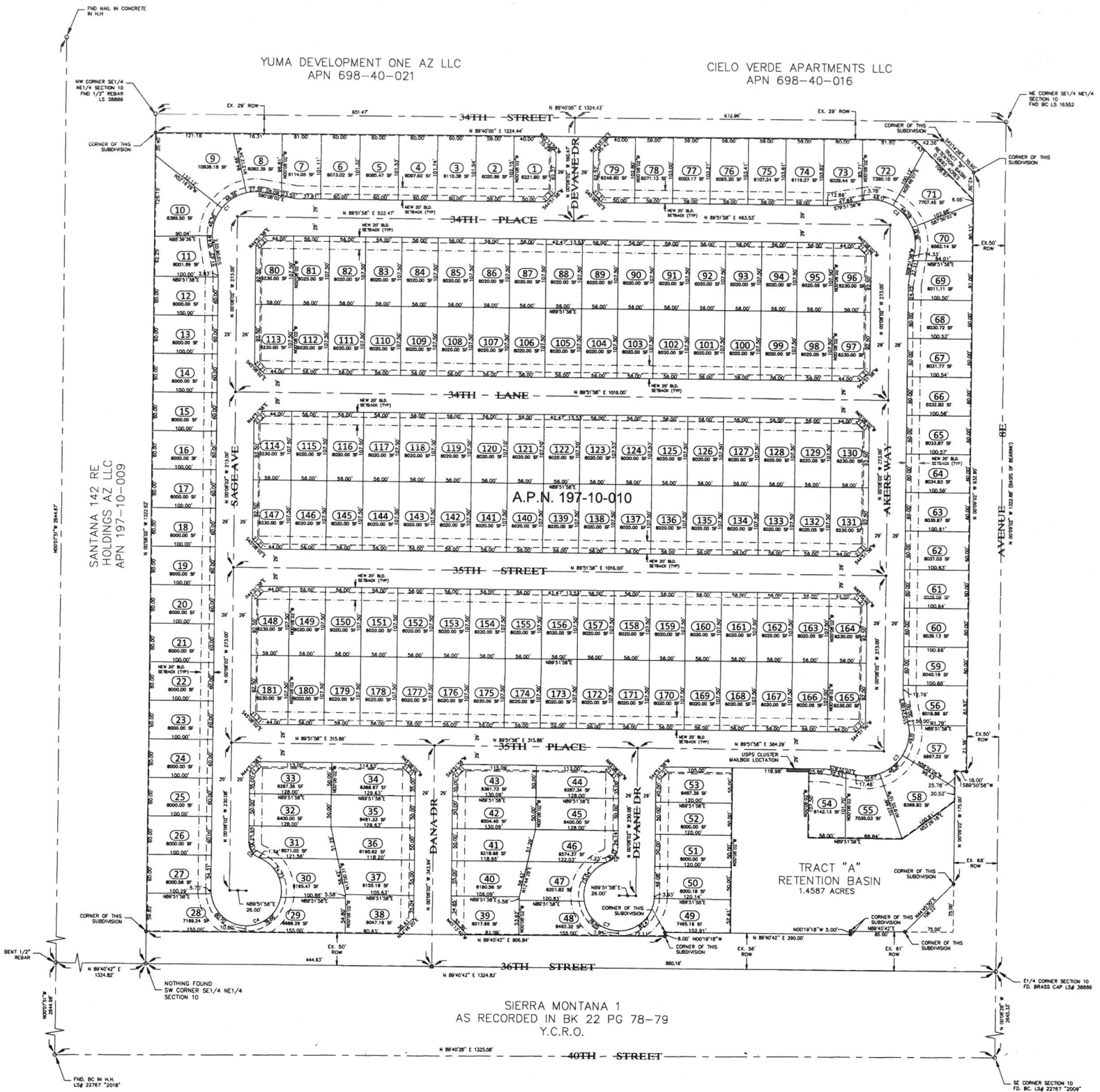
A portion of the South East Quarter of the North East Quarter of Section 10,  
Township 9 South, Range 22 West of the Gila River Salt Base and Meridian, Yuma  
County, Arizona;

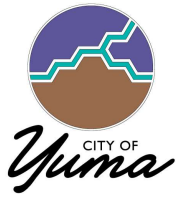
Except City Right-Of-Way 2006013163;

Also known as Parcel B of the Yuma Development One Lot Split recorded in Book  
22, Page 51, Yuma County Records.

# Exhibit A

## La Vida Subdivision





# City of Yuma

## City Council Report

File #: O2022-035

Agenda Date: 11/2/2022

Agenda #: 1.

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

### TITLE:

Annexation Area No. ANEX-39735-2022: Faulkner

### SUMMARY RECOMMENDATION:

Authorize annexation of property located at 868 and 920 S. Avenue B. (ANEX-39735-2022). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

The approval of this annexation will provide access to City resources and services. This annexation assists in furthering City Council's strategic outcome of Respected and Responsible.

### REPORT:

The City of Yuma received a request from the property owners, David M. and Patricia J. Faulkner and the Dorothy E. Faulkner Family Limited Partnership, to annex approximately 10.5 acres designated on the annexation map attached to the proposed ordinance. The annexation area consists of two parcels of real property and the adjacent Avenue B right-of-way.

In accordance with Arizona Revised Statutes § 9-471, a blank petition with a legal description and map of the area to be annexed was filed with the County Recorder on June 8, 2022. There was a 30-day waiting period after recording the map and petition with the County Recorder before signatures on the annexation petition could be obtained. During the waiting period, a public hearing for annexation ANEX-39735-2022 was held by the City Council on July 6, 2022, to comply with the state annexation law. All appropriate and necessary notice and posting requirements have been met.

After the 30-day waiting period and the public hearing, the following procedures were followed:

1. The signatures of the property owners were obtained such that at least one-half of the value of the real and personal property is represented and such that more than one-half of the parcel owners are represented. No modifications, including increases or decreases to the territory to be annexed, were made after the first property owners in the area signed the annexation petition.
2. Within one year after the last day of the 30-day waiting period, these completed petitions were received and recorded with the office of the Yuma County Recorder.



Following the recording of the completed petitions, an ordinance must be adopted by the City Council changing the City boundaries to include the annexation area. The ordinance also identifies the zoning district to be placed on the property within the annexation area as Agriculture (AG).

**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: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022

**ANNEXATION PETITION ANEX-39735-2022**  
**FAULKNER ANNEXATION**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF YUMA, ARIZONA:

We, the undersigned, owners of real and personal property, being the real property hereinafter described and all personal property that we may own in the area to be annexed, request the City of Yuma to annex our property, said property being located in a territory contiguous to the City of Yuma, Arizona, and being located within the following described area:

That portion of the Northeast Quarter of the Northeast Quarter of Section 30, and the Northwest Quarter of the Northwest Quarter of Section 29, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows:

Beginning at the North East corner of Section 30, Township 8 South, Range 23 West, thence Southerly along the East line of said Section 30 a distance of 380.90 feet  $\pm$  to a point on said line, also being the True Point of Beginning.

Thence continuing Southerly along the East line of said Section 30 a distance of 150.00 feet to a point,

Thence Westerly along a line being 530.90 feet South of the North line of said Section 30, and also being the South line of a portion of City of Yuma Ordinance #O2008-32, Fee# 2008-29649, Dated Oct. 6, 2008, a distance of 820.50 feet to a point,

Thence Southerly along a line a distance of 530.90 feet to a point being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter of said Section 30,

Thence Easterly along a line being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter a distance of 820.50 feet to a point on the East line of said Section 30,

Thence continuing Easterly to a point being 33.00 feet East of the West line of said Section 29,

Thence Northerly along a line being 33.00 feet East and parallel with the West line of said Section 29 a distance of 680.90 feet  $\pm$  to a point also being 380.90 feet  $\pm$  South of the North line of said Section 29,

Thence Westerly along the South line of a portion of said City of Yuma Ordinance #O2008-32 a distance of 33.00 feet to a point on the West line of said Section 29 and also being the East line of said Section 30, and the True Point of Beginning.

Containing 458,392.68 square feet or 10.52 acres, more or less.

In addition to the above description, any and all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the proposed annexation are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

DATE	SIGNATURE	MAILING ADDRESS	PARCEL ID/ LEGAL DESCRIPTION

(Legal description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)

Print Name of Signatory above: \_\_\_\_\_

Property Owner:

**ORDINANCE NO. 02022-035**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO THE CITY OF YUMA, A PORTION OF SECTION 30 AND SECTION 29, TOWNSHIP 8 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 AGRICULTURE (AG) 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**

WHEREAS, a petition in writing ("Petition"), accompanied by a map or plot of said property, having been filed and presented to the Mayor and City Council of the City of Yuma, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Yuma in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Yuma and not now embraced within its corporate limits, asking that the property more particularly hereinafter described be annexed to the City of Yuma, and to extend and increase the corporate limits of the City of Yuma so as to embrace the same; and,

WHEREAS, the Mayor and City Council of the City of Yuma, Arizona, are desirous of complying with the Petition and extending and increasing the corporate limits of the City of Yuma to include said territory; and,

WHEREAS, the Petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Yuma and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the Petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. § 9-471, as amended, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of City Clerk of the City of Yuma, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Yuma County Recorder; and,

WHEREAS, upon annexation the initial designation for zoning of the property described in Section 1 shall be Agriculture (AG) District, as provided for in A.R.S. § 9-471, as amended.

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

SECTION 1: That the following described territory be, and the same hereby is, annexed to the City of Yuma, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Yuma corporate limits, to wit:

*That portion of the Northeast Quarter of the Northeast Quarter of Section 30, and the Northwest Quarter of the Northwest Quarter of Section 29, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows:*

*Beginning at the North East corner of Section 30, Township 8 South, Range 23 West, thence Southerly along the East line of said Section 30 a distance of 380.90 feet ± to a point on said line, also being the True Point of Beginning.*

*Thence continuing Southerly along the East line of said Section 30 a distance of 150.00 feet to a point,*

*Thence Westerly along a line being 530.90 feet South of the North line of said Section 30, and also being the South line of a portion of City of Yuma Ordinance #O2008-32, Fee# 2008-29649, Dated Oct. 6, 2008, a distance of 820.50 feet to a point,*

*Thence Southerly along a line a distance of 530.90 feet to a point being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter of said Section 30,*

*Thence Easterly along a line being 265.45 feet North of the South line of the Northeast Quarter of the Northeast Quarter a distance of 820.50 feet to a point on the East line of said Section 30,*

*Thence continuing Easterly to a point being 33.00 feet East of the West line of said Section 29,*

*Thence Northerly along a line being 33.00 feet East and parallel with the West line of said Section 29 a distance of 680.90 feet± to a point also being 380.90 feet± South of the North line of said Section 29,*

*Thence Westerly along the South line of a portion of said City of Yuma Ordinance #O2008-32 a distance of 33.00 feet to a point on the West line of said Section 29 and also being the East line of said Section 30, and the True Point of Beginning.*

*Containing 458,392.68 square feet or 10.52 acres, more or less.*

SECTION 2: That, pursuant to the provisions of §9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of §9-471(D), Arizona Revised Statutes, the

municipal zoning designation for the territory described in Section 1, shall be the Agriculture (AG) District of the City of Yuma Zoning Ordinance.

SECTION 3: That a copy of this ordinance, together with the attached map of the territory hereby annexed to the City of Yuma, certified by the Mayor of the City of Yuma, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

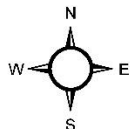
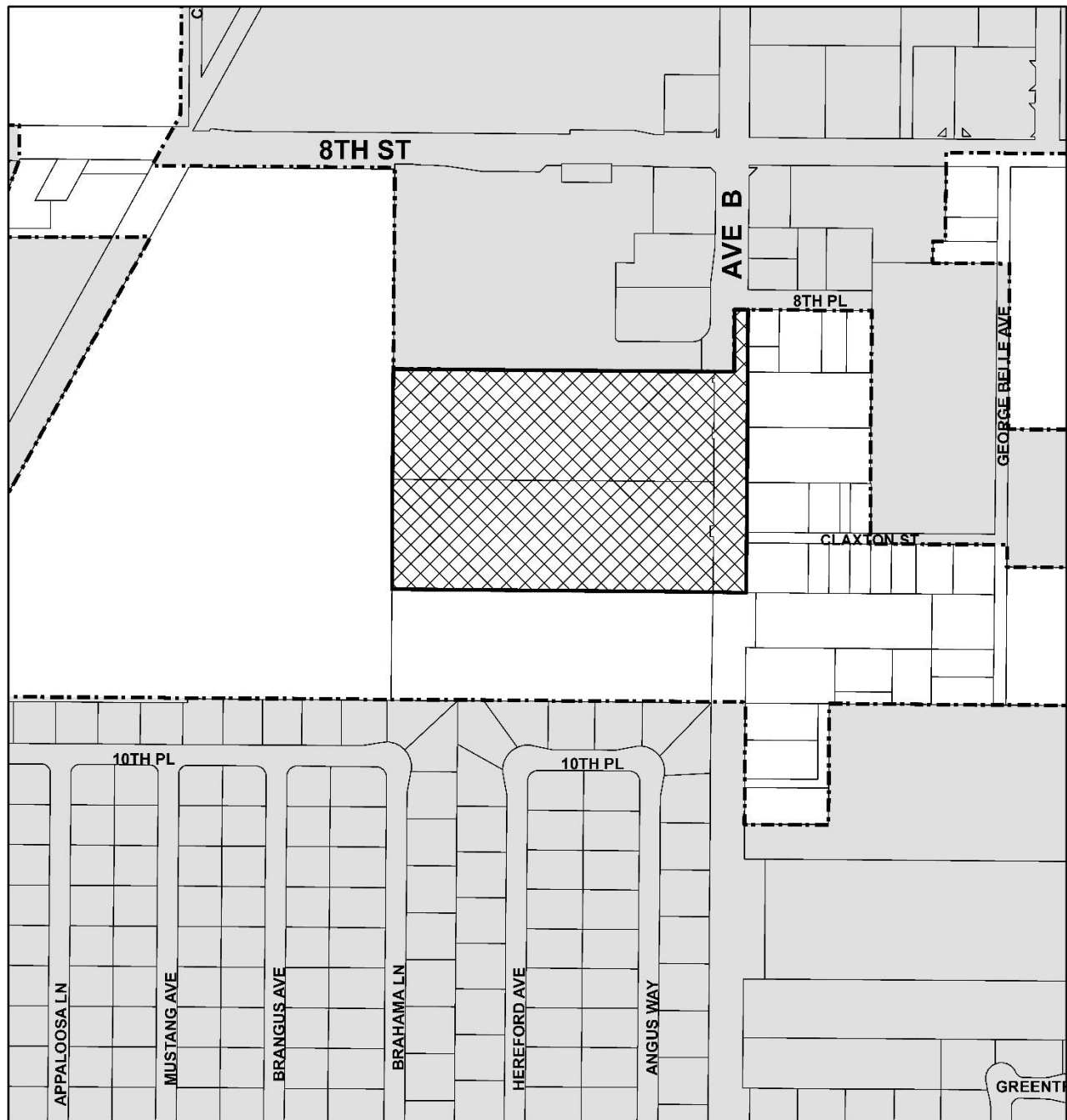
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



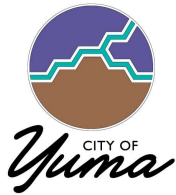
**Annexation Map Produced  
Pursuant to A.R.S. §9-471**

NOT TO SCALE  
INFORMATION TECHNOLOGY  
SERVICES, ENTERPRISE  
GIS

**City of Yuma, Arizona  
Annexation Area No. 39735-2022**

■ City of Yuma  
▨ Annexation Area

The City of Yuma shall maintain the rights-of-way and roadways that are within the annexation boundaries. Yuma County shall maintain the rights-of-way and roadways that are contiguous to and outside the annexation boundaries.



# City of Yuma

## City Council Report

File #: O2022-050

Agenda Date: 11/2/2022

Agenda #: 2.

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

### TITLE:

**Declare Real Property Surplus and Authorize Sale**

### SUMMARY RECOMMENDATION:

Declare City of Yuma owned real property surplus and authorize sale to the adjacent property owner: 1651 S. 1st Avenue; APN: 665-36-062. (City Engineer) (David Wostenberg)

### STRATEGIC OUTCOME:

Sale of surplus City property brings the City revenue from the sale of the property, creates infill development opportunities for private development, converts unused parcels to a productive use, and generates property tax revenue for the City, school districts and other taxing entities in furtherance of City Council's strategic outcome of Respected and Responsible.

### REPORT:

The City of Yuma acquired the property in 2011 as part of a capital improvement program (CIP) traffic visibility project. Since purchased, the City has installed a visibility triangle for safer traffic flow. The remainder of the parcel consists of 5,625 square feet, which is no longer needed and available to be sold as surplus property. In October 2014, the City issued an encroachment permit to the adjacent property owner, who constructed a wall and other improvements on the property, and wishes to acquire the surplus parcel from the City.

The parcel is located within a Light Industrial zoning area, which has a lot minimum of 20,000 square feet. Staff intends to sell this property as an accessory parcel to the adjacent property owner based on the greater of the price per square foot which the City paid, or current market value.

The return of the property to the tax rolls will be in the best interest of the City, as this property is no longer necessary for the CIP or other City projects.

For the reasons given, it is requested that City Council adopt the attached ordinance to declare the City-owned property surplus and authorize the sale of the property in accordance with Arizona law and the Charter of the City of Yuma.



**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:**

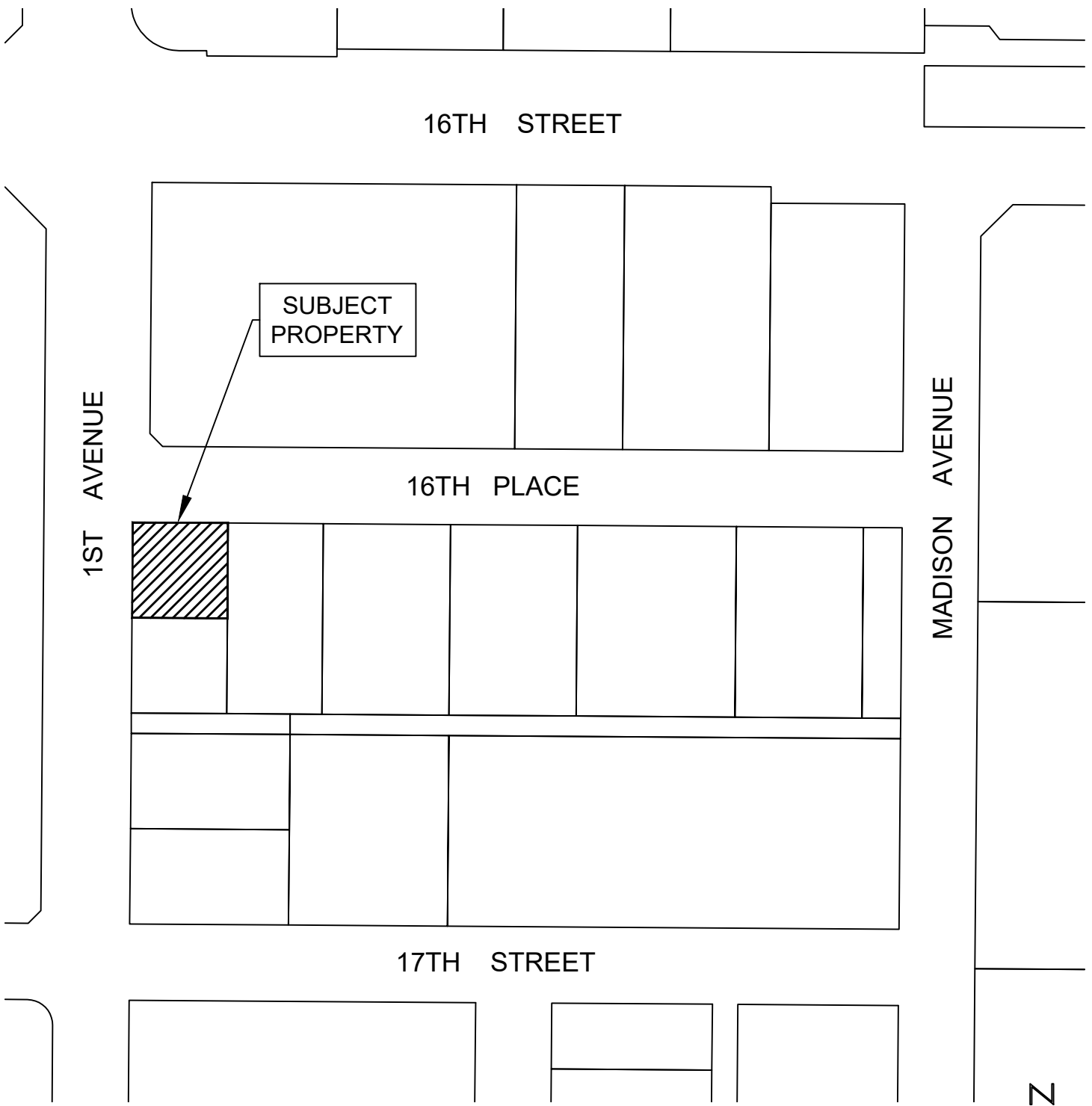
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

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?

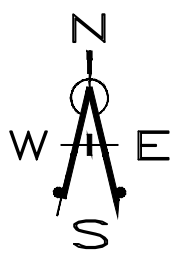
- ☐ Department  
☐ City Clerk's Office  
☐ Document to be recorded  
☐ Document to be codified

Acting City Administrator: John D. Simonton	Date: 10/21/2022
Reviewed by City Attorney: Richard W. Files	Date: 10/20/2022



**LEGEND**

 SUBJECT PROPERTY



**EXHIBIT**

NOTE: THIS MAP IS PREPARED TO  
SHOW GENERAL SITE LOCATION ONLY.

CITY OF YUMA  
ENGINEERING DEPARTMENT

Date:	9-27-2022
SCALE:	N.T.S.
SHT:	1

Prepared by: JOHN NYE

**ORDINANCE NO. O2022-050**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY,  
HEREAFTER DESCRIBED, SURPLUS FOR CITY USE AND AUTHORIZING  
THE SALE OF THE SURPLUS PROPERTY**

WHEREAS, the City of Yuma (City) is authorized, pursuant to the Yuma City Charter, Article III, Section 2, to acquire and dispose of real property; and,

WHEREAS, the City acquired certain real property for public purposes; and,

WHEREAS, the City has no further public use of the properties; and,

WHEREAS, the excess parcel of real property, described in Exhibit A, is no longer required for City use, can be returned through public sale to private ownership and placed on the public property tax roll.

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

SECTION 1: The parcel of real property described in Exhibit A, attached and by this reference made a part of this Ordinance, is declared surplus for use by the City.

SECTION 2: The sale of the surplus property serves the public interest and would be of public benefit.

SECTION 3: The City Administrator is authorized to sell the surplus City property in accordance with the conditions of this ordinance, and to execute all necessary documents on behalf of the City of Yuma.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

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

ATTESTED:

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

APPROVED AS TO FORM:

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

## **Exhibit A**

That portion of the Southeast quarter of Section 3, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

Beginning at the southeast corner of said Section 3;

Thence North  $00^{\circ}02'47''$  East along the East line of said Southeast quarter of Section 3 a distance of 382.33 feet;

Thence South  $70^{\circ}59'09''$  West a distance of 93.07 feet to the TRUE POINT OF BEGINNING;

Thence continuing South  $70^{\circ}59'09''$  West a distance of 533.69 to a point of a curve, concave northerly, whose radius bears North  $19^{\circ}00'51''$  West a distance of 2,241.83 feet;

Thence easterly along said curve to the left through a central angle of  $10^{\circ}11'32''$ , an arc distance of 398.80 feet to a point;

Thence North  $29^{\circ}12'19''$  West a distance of 94.40 feet to a point on a curve concave northerly, whose radius bears North  $28^{\circ}36'41''$  West a distance of 1,859.86 feet;

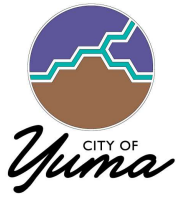
Thence easterly along said curve to the left through a central angle of  $04^{\circ}11'21''$ , an arc distance of 135.98 feet to a point;

Thence North  $32^{\circ}15'53''$  East a distance of 234.86 feet;

Thence South  $89^{\circ}57'31''$  East a distance of 33.06 feet to the east line of said Section 3;

Thence South  $00^{\circ}02'47''$  West along the East line of said Southeast quarter of Section 3 a distance of 83.52 feet to the beginning of a non-tangent curve, concave easterly, whose radius bears South  $63^{\circ}40'47''$  East a distance of 1,064.93 feet;

Thence southerly along said curve to the left through a central angle of  $14^{\circ}35'28''$ , an arc distance of 271.20 feet to the TRUE POINT OF BEGINNING.



# City of Yuma

## City Council Report

File #: O2022-053

Agenda Date: 11/16/2022

Agenda #: 1.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Planning & Neighborhood Svc	<input checked="" type="checkbox"/> Safe & Prosperous	<input type="checkbox"/> Motion
	<input checked="" 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
Community Planning	<input type="checkbox"/> Unique & Creative	<input type="checkbox"/> Public Hearing

### TITLE:

Text Amendment: Subdivision Code

### SUMMARY RECOMMENDATION:

Amend Title 15, Chapter 153 of the Yuma City Code (YCC) to update provisions related to the Subdivision Code. (Planning and Neighborhood Svc./Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

The proposed text amendment will facilitate new development by creating an appealing review process, featuring shorter timelines and new development opportunities, supporting the City Council's strategic outcomes of Safe and Prosperous and Active and Appealing.

### REPORT:

**Clerk's Note:** City staff caught a minor typographical error in the proposed Ordinance, Section 8, after approval by the Planning & Zoning Commission, where bold typeface was used rather than strikethrough text. The typographical error has been corrected in the attached proposed ordinance.

The original subdivision code for the City of Yuma was established in 1966. Since its original adoption, various updates to the subdivision code have been completed throughout the years. The intent of this proposed amendment includes updating certain definitions, updating reference to the correct approving position, ensuring accurate reference to development standards, and streamlining the overall submittal process.

Below is a more detailed description of each proposed amendment:

- 1. Definitions:** Definitions will be updated to remove unnecessary terms and/or replace them with modern terminology;
- 2. Approving position:** Currently, the code references the ability for the Planning and Zoning Commission to approve modifications to the traffic circulation within a subdivision. This amendment will place this type of approval under the authority of the City Engineer;
- 3. Roadway widths:** This amendment will remove the existing reference to outdated roadway widths and will reference standard construction drawings and the Transportation Element of the General Plan;
- 4. Electronic submittals:** The code currently references the requirement for hard copy submittals. The amendment will update the hard copy requirements while also identifying the need for electronic submittals.
- 5. Process outline:** An overall outline will provide a quick overview of the subdivision process, eliminating the search through several pages of the code.

6. **Preliminary plat:** The major update to this section of the code is the ability to submit a preliminary plat without preliminary construction drawings, allowing staff to begin scheduling necessary public meetings. While preliminary construction drawings will no longer be required, final construction drawings will need to be submitted within three weeks of applying for the preliminary plat. This will allow staff proper time to review the documents prior to the Planning and Zoning Commission hearing; ensuring that any issues or modifications are addressed prior to the hearing.
7. **Ten-lot subdivision:** Currently, the code identifies a subdivision as the division of land into 4 or more parcels; this requires the completion of the full subdivision process. State statute allows a jurisdiction to process a subdivision containing ten or fewer lots without the need to obtain preliminary plat approval. Within this amendment, staff is proposing to add provisions for a ten-lot subdivision, which merely requires the need to submit a final plat for approval by City Council.
8. **Final plat:** The code currently requires that a final plat be reviewed by the Planning and Zoning Commission and approved by City Council. The proposed amendment will eliminate the need for the final plat to be reviewed by the Planning and Zoning Commission, only requiring the final plat to be approved by City Council. This process is similar to other jurisdictions within Yuma County and throughout the state.
9. **Mylar submittal:** Currently the code requires that final plats, ready for recording, be submitted on three copies of mylar; one copy for the Yuma County Recorder's Officer, one copy for the City, and one copy for the designer. Many designers have requested submittal of only a digital copy of the recorded plat. Additionally, due to cost and lack of storage space, the City would also like to eliminate the need for a mylar copy. With significant advancements in digital scanning, the City prefers to retain a digital copy of the recorded plat. With the proposed amendment, only one mylar will be retained by the Yuma County Recorder's Office

Public outreach was a major component throughout this process, from beginning to end. During the initial drafting of the update, staff met with several local designers to seek input and suggestions on how to improve the overall subdivision process. Then, once the final draft was complete, staff met with both designers and developers to review the proposed text amendment. Overall, the feedback was positive; all were excited to see a streamlined process and were appreciative of the opportunity to review and provide feedback of the proposed amendment.

On October 10, 2022, the Planning and Zoning Commission voted to recommend APPROVAL (5-0) of the request by the City of Yuma for a Subdivision Code Text Amendment to amend Title 15, Chapter 153 of YCC to update provisions related to the Subdivision Code.

#### **PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:**

##### **QUESTIONS FOR STAFF**

None

##### **PUBLIC COMMENT**

None

##### **MOTION**

**"Motion by Lorraine Arney - Planning and Zoning Commission, second by Branden Freeman - Planning and Zoning Commissioner, to APPROVE Case Number ZONE-40002-2022, to amend Title 15, Chapter 153 to update provisions related to the Subdivision Code.**

**"Motion carried unanimously (5-0), with Chris Hamel - Planning and Zoning Commissioner and**

Barbara Beam - Planning and Zoning Commissioner absent.'

**FISCAL REQUIREMENTS:**

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

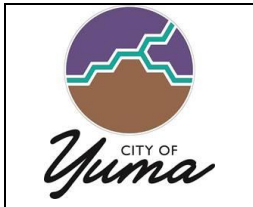
NONE

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: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022





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

**Hearing Date**      October 10, 2022

**Case Number:**      ZONE-40002-2022

**Project Description:**      This is a request by The City of Yuma for a Zoning Code Text Amendment to amend Title 15, Chapter 153 to update provisions related to the Subdivision Code.

**Staff recommendation:**      Staff recommends **APPROVAL** of the text amendment to Title 15, Chapter 153 to update provisions related to the Subdivision Code.

**Suggested Motion:**      Move to **APPROVE** the text amendment ZONE-40002-2022 as presented in the staff report.

**Effect of the Approval:**      By approving the text amendment, the Planning and Zoning Commission is recommending approval to City Council for the request to amend Title 15, Chapter 153 to update provisions related to the Subdivision Code.

**Staff Analysis:**      The original subdivision code for the City of Yuma was established in 1966. Since its original adoption, various updates to the subdivision code have been completed throughout the years. The intent of this proposed amendment includes updating certain definitions, updating reference to the correct approving position, ensuring accurate reference to development standards and streamlining the overall submittal process.

Below is a more detailed description of each proposed amendment:

1. **Definitions:** Definitions will be updated to remove unnecessary terms and/or replace them with modern terminology;
2. **Approving position:** Currently, the code references the ability for the Planning and Zoning Commission to approve modifications to the traffic circulation within a subdivision. This amendment will place this approval authority under the authority of the City Engineer;
3. **Roadway widths:** This amendment will remove the existing reference to outdated roadway widths and will in turn reference standard construction drawings and the Transportation Element of the General Plan;
4. **Electronic submittals:** The code currently references the requirement for hard copy submittals. The amendment will update the hard copy requirements while also identifying the needs for electronic submittals.
5. **Process outline:** An overall outline will provide a quick overview of the subdivision process, eliminating the need to search through several pages of the code.
6. **Preliminary plat:** The major update to this section of the code is the ability to submit a preliminary plat without preliminary construction drawings, allowing staff to begin scheduling necessary public meetings. While preliminary construction drawings will no longer be required, final construction drawings will need to be submitted within three weeks of applying for the preliminary plat. This will allow staff proper time to review the documents prior to the Planning and Zoning Commission hearing; ensuring that any issues or modifications are addressed prior to the hearing.

7. **Ten-lot subdivision:** Currently, the code identifies a subdivision as the division of land into 4 or more parcels; thus requiring the need to complete the full subdivision process. However, state statute allows a jurisdiction to process subdivision containing ten or fewer lots without the need to obtain preliminary plat approval. Therefore, within this amendment, staff is proposing to add provisions for a ten-lot subdivision, which merely requires the need to submit a final plat for approval by City Council.
8. **Final plat:** The code currently requires that a final plat be reviewed by the Planning and Zoning Commission and approved by City Council. The proposed amendment will eliminate the need for the final plat to be reviewed by the Planning and Zoning Commission, only requiring the final plat to be approved by City Council. This process is similar to other jurisdictions within Yuma County and throughout the state.
9. **Mylar submittal:** Currently the code requires that final plats, ready for recording, be submitted on three copies of mylar; one copy for the Yuma County Recorder's Officer, one copy for the City, and one copy for the designer. Many designers have requested to forgo their mylar copy in exchange for a digital copy of the recorded plat. Additionally, due to cost and lack of storage space, the City would like to also eliminate the need for a mylar copy to be retained. With significant advancements in digital scanning, the City also desires to merely retain a digital copy of the recorded plat.

Public outreach was a major component throughout this process, from beginning to end. During the initial drafting of the update, staff met with several local designers to seek input and suggestions on how to improve the overall subdivision process. Then, once the final draft was complete, staff met with both designers and developers to review the proposed text amendment. Overall, the feedback was positive; all were excited to see a streamlined process and were appreciative of the opportunity to review and provide feedback of the proposed amendment.

**1. Does the proposed amendment implement the goals, objectives and policies of the General Plan?**

N/A

**2. Does the proposed amendment fit the overall purpose and intent of the zoning ordinance?**

Yes. The amendment fits the overall purpose and intent of the zoning ordinance.

**3. Will the proposed amendment change the range of uses identified in the zoning code? If so, how?**

No. The proposed amendment will merely update the application process required of a subdivision.

**4. Will the proposed text amendment change the development standards of the zoning or subdivision ordinances? If so, how?**

Yes. The proposed amendment will update the process for a subdivision and will reference updated standards as it relates to right-of-way widths.

**5. What are the potential impacts of the proposed amendment?**

No negative impacts have been identified with the proposed text amendment.

Potential positive impacts include:

- Quicker review time for final plat
- Encourage redevelopment of larger lots by allowing developers to take advantage of the ten-lot subdivision process

6. Does the proposed amendment fit the overall purpose and intent of the subdivision ordinance?  
Yes.
7. Does the proposed amendment conform to prior City Council actions regarding this issue?  
Yes.

**Public Comments Received:** None Received.

**External Agency Comments:** None Received.

**Neighborhood Meeting Comments:** No Meeting Required.

**Proposed conditions delivered to applicant on:** N/A

**Final staff report delivered to applicant on:** N/A

**Attachments:**

A	B
Draft Text	Agency Notification

**Prepared By:** *Alyssa Linville* **Date:** **September 29, 2022**

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**ATTACHMENT A**  
**DRAFT TEXT**

Yuma City Code, Title 15, Chapter 153 is amended to insert the following bolded text and delete the strikethrough text:

§ 153-02 Definitions

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

*AGREED SCHEDULE.* A time schedule agreed upon by the subdivider and the Planning Commission for installation of required public improvements, and the sequence in which each will be installed.

*ALLEY.* A minor public right-of-way used primarily for vehicular access to the rear or side of properties otherwise abutting on a street.

*ASSURANCE OF COMPLETION.* A contract secured by a bond in an amount and with surety satisfactory to the City Engineer, guaranteeing completion of public improvements which are shown on the subdivision preliminary plan.

*BOARD OF SUPERVISORS.* Chief legislative body of the County of Yuma.

*BUILDING SETBACK LINE.* The line indicating the minimum horizontal distance between the street **right-of-way line** and buildings or any projection thereof, other than steps, eaves, or overhangs.

*CITY.* The City of Yuma, being in Yuma County, State of Arizona.

*CITY COUNCIL.* The chief legislative body of the City of Yuma.

***CITY ENGINEER.*** **The City Engineer of the City of Yuma or their designee for oversight of a given functional role or project.**

*COUNTY.* County of Yuma, State of Arizona.

~~*CROSSWALK WAY.* A public right of way used primarily for pedestrian travel through or across any portion of a block.~~

*CUL-DE-SAC.* A short, minor street having but one end open for motor traffic; the other being terminated by a vehicular turn-a-round.

~~*DEPARTMENT OF COMMUNITY DEVELOPMENT.* The Department of Community Development of the City of Yuma, Arizona.~~

***DEPARTMENT OF BUILDING SAFETY.*** **The Department of Building Safety of the City of Yuma, Arizona.**

***DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES.*** **The Department of Planning and Neighborhood Services of the City of Yuma, Arizona.**

*EASEMENT.* A grant by a property owner of the use, for a specific purpose or purposes, of a designated strip of land to the general public, a corporation, or other individuals.

*GENERAL PLAN.* The comprehensive, long-range general plan for the development of the City of Yuma consisting of statements of community goals and development policies, including maps, any necessary diagrams and text setting forth objectives, principles, standards and plan proposals.

*LOT.* A portion of a subdivision intended as a unit for transfer of ownership or for development or both, and having frontage on a dedicated street. In determining the area and dimensions of a lot, no part of the right-of-way of a street or crosswalk may be included.

*LOT FRONTAGE.* The front dimension of a lot measured along the street right-of-way.

*LOT WIDTH.* The width of the lots at the building line measured parallel to the street right-of-way line.

*MAJOR STREET PLAN OR OFFICIAL MAP.* A part of the master plan showing the location and dimensions of principal thoroughfares (land shown in parks along such thoroughfares is not deemed part of the street right-of-way).

*MASTER PLAN.* A comprehensive subdivision development or neighborhood plan consisting of statements of neighborhood goals and development policies, including maps, any necessary diagrams and text setting forth objectives, principles, standards and plan proposals to guide subdivision design and platting. A *MASTER PLAN* shall consist of not less than 80 acres of land.

*OFFICIAL MAP.* The map established by the City Council as provided by law, showing the streets theretofore existing and established by law as public streets and any amendments thereto adopted by the City Council, as appropriate, or additions thereto resulting from approval of subdivision plats and the subsequent recording of such approved plats.

*PLANNING AND ZONING COMMISSION.* Planning and Zoning Commission of the City of Yuma.

*PLAT OF SUBDIVISION.* A map showing the division of any tract of land into two or more parcels, and prepared for the purpose of recording.

*PROTECTIVE COVENANT.* A restriction on the use of private property within a subdivision for the purpose of providing mutual protection against undesirable aspects of development. Protective covenants regulating the use of land represent an express agreement between the subdivider and the lot purchasers.

*PUBLIC IMPROVEMENTS.* Any of the following: roadway pavement **section**, curbs, gutters, sidewalks, crosswalks, water mains, sanitary **sewer**, and storm **sewers drains, landscaping, retention basins**, and other appurtenant construction as related to the subdivision **preliminary** plan.

*RIGHT-OF-WAY.* The entire strip of land lying between the property lines of a street or thoroughfare, alley, ~~crosswalkway~~, or easement.

*ROADWAY.* The portion of a street available for vehicular traffic between curbs, or the improved portion within the right-of-way.

**RULES OF PROCEDURE.** Regulations adopted by the Planning **and Zoning** Commission and the City Council for the submission and approval of subdivision plats.

**SIDEWALKS.** The portion of a street or ~~cross~~walkway, paved or otherwise surfaced, intended for pedestrian use only.

**STREET.** A right-of-way designed for vehicular and pedestrian traffic, regardless of its designation by name, such as street, thoroughfare, avenue, land, place or the like.

**STREET, ACCESS OR FRONTAL.** A street running parallel to and adjacent to or in the immediate vicinity of a major street or highway and which has as its purpose the relief of such major street from the local service of abutting properties.

**STREET ARTERIAL.** A street of great continuity, existing or planned which serves or is intended to serve foreign and local traffic, and which is designated on the major street plan to identify those streets comprising the basic structure of the street system of the city and surrounding area. Arterials are only those streets designated on the master street plan, including additions or corrections thereto.

**STREET, COLLECTOR.** A street designed to serve as an important trafficway for a neighborhood, or as a feeder to an arterial street. ~~The determination of such street classification is any specific instance shall rest for the Planning Commission.~~

**STREET, LOCAL.** A street of limited continuity which serves or is intended to serve the local needs of a neighborhood.

**STREET STANDARDS.** City of Yuma standard specifications as adopted or amended.

**SUBDIVIDER.** Any person, firm or corporation acting as a unit, or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as defined herein.

**SUBDIVISION.** A division of land into two or more lots, tracts or parcels for the purpose of financing, sale or lease, whether immediate or future, except for any division of land which qualifies as a lot split as specified in § 153-18. **SUBDIVISION** shall include any condominium, cooperative, community apartment, townhouse, or similar project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit thereon, and further indicating the building(s) or the manner in which the building(s) or airspace above the property shown on the plat is to be recorded.

**SUBDIVISION PRELIMINARY PLAT.** A drawing showing a proposed subdivision of land together with the public improvements which are to be installed therein. Such a drawing is not recordable.

**TRACT.** A defined area of land regardless of size.

**WALKWAY.** A public right-of-way used primarily for pedestrian travel through or across any portion of a block.

**ZONING.** Regulation by districts of the height, area, and use of buildings; use of land and density of population.

## § 153-03 General Principles of Acceptability

### (A) *Master plan.*

- (1) Streets shall conform substantially to the general plan adopted by the city and any revisions or amendments thereof. Whenever a tract to be subdivided includes any part of a street indicated as an arterial street on the major street plan of the general plan, such part of such street shall be dedicated by the subdivider.
- (2) Where frontal or access roads are deemed necessary, additional right-of-way shall be 40 feet on either side of the arterial street.

### (B) *Public open spaces and sites.* Where, as indicated by the master plan, a proposed subdivision contains, wholly or in part, a proposed public open space or a proposed site for a public building, such sites shall be reserved unless the concerned authority states it has no intention of development in the area. The Planning **and Zoning Commission** will immediately notify the concerned authority.

### (C) *Neighborhood plan.* If a tentative plan has been approved by the Planning **and Zoning Commission** for the neighborhood of the proposed subdivision, the street system of the latter shall conform substantially thereto.

### (D) *Unsubdivided portion of tract.* The Planning **and Zoning Commission** may require a sketch of the tentative future street system beyond the limits of the tract adjacent to the land area presently being subdivided.

### (E) *Provision for future subdivision.* If a tract is subdivided into parcels larger than ordinary building lots, such parcels shall be arranged to allow the opening of the future streets and logical further subdivision.

### (F) *Reserved strips prohibited.* There shall be no “reserved” strips controlling access to land dedicated or intended to be dedicated to public use.

## § 153-04 Streets

### (A) *Circulation.*

- (1) The street pattern shall provide ease of circulation within the subdivision as well as convenient access to adjoining streets or unsubdivided land, as may be required by the ~~Planning Commission~~ **City Engineer**.
- (2) Local residential streets should be so planned as to discourage their use by non-local traffic. Where a street will eventually be extended beyond the subdivision but is temporarily dead-ended, an interim turn-around may be required.



(B) *Arterial streets.* If a new subdivision involves frontage on an arterial street, as defined herein, the street layout should be planned to avoid, as far as possible, any private residential driveways from having direct access to such by providing access or frontal streets.

(C) *Existing streets.* Existing street (constructed or recorded) in adjoining territory shall be continued at equal or greater width and in similar alignment by streets proposed in the subdivision, unless variations are approved by the ~~Planning Commission~~ **City Engineer**.

(D) *Cul-de-sacs.* Cul-de-sacs shall not be longer than 600 feet, unless necessitated by topography or other circumstances beyond the subdividers control.

(E) *Half-streets.* No half-streets will ~~hereinafter~~ be accepted. Where there exists a dedicated or platted half-street adjacent to the tract to be subdivided, the other half, being a minimum width to meet this chapter, shall be ~~plotted~~ **platted**.

(F) *Stub streets.* Where a subdivision adjoins unsubdivided land, stub streets shall be provided at locations as determined by the ~~Planning Commission~~ **City Engineer** to ensure future access and traffic circulation.

(G) *Intersections.* All street intersections shall be at right angles. Where, because of topographic or other reasons, an intersection cannot be at right angles, such intersection shall be designed to insure safety.

(H) *Easements.* Easements for slopes and utilities shall be dedicated ~~to the public~~ wherever necessary as required by the City Engineer. ~~Said~~ Easements shall be at least eight feet wide across the rear or front of all lots, except that a utility easement adjacent to unsubdivided lands shall be at least ten feet wide. In addition, easements may be required at other suitable locations **by the City Engineer**.

(I) *Dimensional standards.*

- (1) *Minimum width.* The street right-of-way and roadway width shall not be less than the minimum width shown in the ~~following table:~~ **latest adoption of the City of Yuma Construction Standards Detail Drawings and the Transportation Element of the General Plan. Additional right-of-way or easements may be required for utilities, slope rights, drainage facilities or irrigation facilities.**

Type of Street	Minimum Right-of-Way Width	Minimum Roadway Width
Collector; residential	60'	44'
Collector; high volume, midsection, or nonresidential	80'	48'
Local; residential <sup>*</sup>	50'	40'
Local; less than 1,500 ft. in length <sup>*</sup>	50'	38'
Access or frontal <sup>**</sup>	40'	32'
Alley	20'	20'
Cul-de-sac; residential	50' (radius)	42' (radius)
Cul-de-sac; nonresidential	60' (radius)	50' (radius)
Arterial <sup>**</sup>	100'	68' (plus median)

<p><b>General note:</b> Additional right of way may be required for drainage, utilities, slope rights, or irrigation facilities.</p> <p><del>Streets serving multi family/commercial land uses shall have a 40 foot roadway width.</del></p> <p><del>In new residential developments a frontage/access street is normally required for lots fronting on arterial streets.</del></p>
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(2) *Alignment; minimum standards.*

(a) ~~Two copies~~ **One electronic copy** of the complete plans and profiles for street and alley improvements shall be submitted for approval of the City Engineer prior to approval of the final plat by ~~the Planning Commission~~ **City Council**.

(b) Vertical curves:

1. Arterial streets: As determined by the City Engineer.
2. Collector, local streets: Minimum length 100 feet, except in cases approved by the City Engineer.

(c) Horizontal curves:

1. Arterials, access and frontal streets: 500 feet.
2. Collector streets: 200 feet.
3. Local streets: 100 feet.
4. Alleys: Laid out to provide turning radius at alley intersection.

(3) *Reserved curve.* Unless approved by the City Engineer, all streets shall have a tangent of 100 feet between reserve curves.

(4) ~~Curb radii~~ **Corners.** At the intersection of two streets, property line corners shall be ~~rounded by an arc of 20 foot radius~~ **chamfered by a corner triangle in accordance with the currently adopted design and construction standards.** The minimum ~~radii~~ **corner triangle size** shall be increased when the smallest angle of intersection is less than 90 degrees, or in any case where the City Engineer considers an increase necessary.

§ 153-05 Blocks

(A) Length of residential blocks shall not be more than 1,000 feet long unless approved by the Planning **and Zoning** Commission. ~~Blocks longer than 800 feet in length shall have a crosswalkway near the center of the block when required as necessary by the Commission.~~

(B) Irregular shaped blocks (including superblocs) indented by cul-de-sacs containing interior parks or playgrounds and adequate parking space, will be acceptable when properly designed and covered by agreements as to maintenance of such park areas.

(C) Orientation on arterials: If frontage on an arterial street is involved, the long dimension of the block shall preferably front thereon by means of an access or frontal road, in order to create as few intersections as possible with the arterials.

(D) Business or industrial: Blocks intended for business or industry shall be of such length and depth as may be considered most suitable for their prospective use by the Planning **and Zoning** Commission, including adequate provision for parking, on-site loading and unloading and buffer, as required by the zoning ordinance.

#### § 153-06 Lots.

(A) *Minimum width.* The minimum width of residential lots for all subdivisions shall be 50 feet at the building line and shall have a minimum area as approved by the County Health Unit, unless a larger area is required by the zoning ordinance.

(B) *Length and width ratio.* It is desirable that the length of a lot shall be not more than four times its width.

(C) *Fronting on arterials.* Lots fronting on arterials should be of such depth to accommodate setbacks as set forth in the zoning ordinance.

(D) *Double frontage.* Double frontage lots shall be avoided, except to overcome disadvantages of topography and orientation.

(E) *Side lot lines.* Side lines of lots shall be approximately at right angles or radial to the street line unless, in the opinion of the Planning **and Zoning** Commission, a variation from this rule will give a better street and lot plan.

(F) *Corner lots.* Corner lots shall have sufficient width to permit the maintenance of the side street building line after providing a minimum building width of 30 feet, and a side yard, as required by the zoning ordinance, on the interior side of the lot.

(G) *Building sites.* Every lot must contain a suitable building site, which will provide minimum yard requirements in compliance with the zoning ordinance.

(H) *Street frontage.* Every lot shall front on a public street having a minimum right-of-way of 50 feet for a distance of not less than 35 feet measured along said right-of-way line.

#### § 153-~~15~~ **14** Pre-Application Procedure

(A) Informal consideration. While the subdivision is still in the preliminary planning stage, the applicant shall consult with the Department of ~~Community Development~~ **Planning and Neighborhood Services** through a pre-development meeting, for informal review regarding the general plan, the zoning

code, drainage and floodplain regulations, utility regulations, ~~Uniform~~ **International** Building Code, the subdivision code and standards for the design and installation of public improvements.

(B) Upon receiving favorable feedback from the ~~pre-application~~ **pre-development** meeting, the applicant may ~~then~~ proceed to prepare the preliminary plat for submittal.

(C) Under no circumstances shall informal favorable consideration by the Department of ~~Community Development~~ **Planning and Neighborhood Services** be construed as formal approval of any subdivision.

## **§ 153-15 Submittal Process Outline**

### **(A) Step One: Preliminary Plat**

**The preliminary plat application shall be reviewed and approved by the Planning and Zoning Commission. The preliminary plat shall include applicable information as indicated in Yuma City Code § 153-31(A).**

### **(B) Step Two: Improvement Plans**

- (1) A complete set of final improvement plans shall be submitted with the preliminary plat application, or within 3 weeks of submitting the preliminary plat application. Improvement plans shall include applicable information as indicated in Yuma City Code §§ 153-47(B), 153-47(C), and 153-47(D).**
- (2) Three sets of final improvement plans, and supplementary materials as specified, shall be submitted to the Department of Planning and Neighborhood Services. If plans are submitted electronically, there shall be no need to provide three hard copy sets.**
- (3) If final improvement plans are not submitted in a timely manner, review and approval of the preliminary plat to the Planning and Zoning Commission may be continued to an appropriate hearing date.**
- (4) For phased development projects, final improvement plans for a particular phase must be approved prior to the submittal of a final plat application.**

### **(C) Step Three: Final Plat**

**The final plat application shall be reviewed and approved by the City Council.**

## **§ 153-16 Preliminary Plat Process**

**(A) The applicant shall prepare a preliminary plat ~~together with other supplemental material as indicated in § 153-31, Preliminary Plat and Plans Submittal Requirements~~ that includes all applicable information required in Yuma City Code §§ 153-31(A) and 153-47.**

(B) ~~Five~~**Three** sets of the preliminary plat, ~~including four blue line copies and~~ or one electronic copy of the preliminary plat, and supplementary material as specified, shall be submitted to the Department of ~~Community Development~~ **Planning and Neighborhood Services**. **One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

(C) At the time of submittal of all required preliminary plat and necessary supplemental materials to the Department of ~~Community Development~~ **Planning and Neighborhood Services**, a public hearing date with the Planning and Zoning Commission shall be scheduled in accordance with the Case Review Hearing Deadlines calendar for the year. Generally, public hearings with the Planning and Zoning Commission occur within 60 days of application submittal. At the public hearing, the Planning and Zoning Commission shall express its approval or disapproval of the proposed preliminary plat. The Planning and Zoning Commission shall state the conditions of such approval, if any, or if disapproved, shall express the reasons for the disapproval.

~~(D) The action of the Planning and Zoning Commission shall be noted on two copies of the preliminary plat, reference and attached to any conditions established by the Commission. Once copy shall be returned to the applicant, and the other copy retained by the Department of Community Development.~~

~~(E)~~ **(D)** Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, **it conditional approval** shall be deemed an expression of approval to the subdivision layout, road alignments and number of lots submitted on the preliminary plat as a guide to the preparation of the final plat. The final plat shall be processed in accordance with the requirements of **Yuma City Code §§ 153-17, 153-45, 153-46, 153-47, 153-50, and 153-51** of this code.

**(E) The recording of a phase of the preliminary plat automatically extends the approval of the preliminary plat for an additional three years from the date of recording. The maximum time period a preliminary plat may be approved without a final plat submittal is six years.**

#### ~~§ 153-17 Procedure for Approval of Final Plat.~~

~~(A) The final plat shall be prepared as specified in §§ 153-45 through 153-51 and shall conform substantially to the preliminary plat as approved. If desired by the subdivider, the final plat may be submitted in portions or phases, which include those lands that will be developed immediately, provided that such portion or phase conforms to all subdivision requirements and conditions of preliminary plat approval.~~

~~(B) The final plat shall be submitted to the Department of Community Development within three years of the approval date of the preliminary plat; otherwise, such preliminary plat shall automatically expire and be come null and void. An extension of time applied for prior to the expiration date of a preliminary plat and granted by the Planning and Zoning Commission shall extend such deadline. The recording of a phase of the preliminary plat automatically extends the approval of the preliminary plat for three years from the final plat approval of the phase. However, the maximum time period a preliminary plat may be approved without a final plat submittal is six years.~~

#### ~~§ 153-18 Procedure for Approval of Lot Split.~~

(A) Any division of land into three or fewer parts in which no right-of-way dedication, utility extension or other off-site public improvement is involved may be processed as a lot split subject to approval by the City Planning Director and City Engineer.

(B) Any proposed lot split shall be submitted to the **Community Planning and Zoning** Division to determine compliance with applicable platting, subdividing and zoning regulations. The **City Planning Director** or **City Engineer** may require the submittal of any additional information as is pertinent to make this determination.

(C) The final plat shall be prepared by an Arizona registered surveyor on a sheet suitable for recording, or on polyester or linen or a copy reproduced on polyester by a photographic silver imaging process or other method that assures archival quality. Required signatures shall be original signature, not copies, and shall include provisions for signatures by the City Planning Director and City Engineer. The plat must be 24" x 36" or other size as required by the Yuma County Recorder. All drawing, printing, and signatures shall be directly applied to the sheet to be recorded. The use of nonpermanent inks, press-on adhesive letters, films, or tapes is prohibited. The plat shall further include items specified in §§ 153-47 and 153-48. **One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

#### **§ 153-19 Procedure for Approval of a Ten Lot Subdivision.**

(A) **A division of land into ten or fewer parts may be processed as a subdivision which does not require the need for a preliminary plat approval. A ten lot or less subdivision shall follow the final plat review process as specified in § 153-46 and will be subject to approval by City Council.**

(B) **In accordance with state statute, A.R.S. § 9-463.01, the City Engineer may waive or reduce infrastructure standards or requirements except for improved dust-controlled access and minimum drainage improvements.**

#### **§ ~~153-19~~ 153-20 Optional Commercial and Industrial Master Plat Process**

(A) *Purpose.* The commercial or industrial subdivision master plat process establishes an optional procedure within the city's subdivision plat process for subsequent divisions of a commercial or industrial master plat into smaller lots or tracts. A commercial or industrial master plat shall comply with all applicable city, state and federal development standards in effect at the time of development and the plat shall comply with the purpose and intent of the city's subdivision regulations.

(B) This procedure can only be followed if:

- (1) The commercial or industrial subdivision master plat has completed preliminary and final plat approval per Chapter 153 of the City of Yuma Code of Ordinances;
- (2) No further right-of-way dedication, utility extension or other off-site public improvement is involved;
- (3) Infrastructure, grading, and all site remediation and improvements are completed prior to the division of the master plat into subsequent lots or tracts.

(C) Subsequent divisions of the master plat shall be processed in accordance with the procedures specified within § 153-18 Procedure for Approval of Lot Split. Minimum lot size is determined by the requirements of the zoning district.

#### **§ ~~153-20~~ 153-21 Filing Fee**

Each subdivision as defined herein shall be accompanied by a completed application form as provided by the City of Yuma **Community** Planning Division, and a nonreturnable filing fee in accordance with the fee schedule adopted by City of Yuma Ordinance No. 1943, and successors.

§ 153-31 Preliminary Plat and Plans Submittal Requirements.

(A) *Preliminary plat information:*

- (1) Plat scale: 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet shown on the plat;
- (2) Plat may be submitted on several sheets and accompanied by an index sheet showing entire subdivision;
- (3) Subdivision name, names and addresses of owner and developer;
- (4) Location by section, township, range, county, state;
- (5) Plat signed and sealed by a registered land surveyor;
- (6) North arrow;
- (7) Subdivision boundary shown as a heavy, dark, solid line with accurate distances and bearings to primary control points;
- (8) Location, width and status (i.e., fee title, easement, county declaration, etc.) of all streets, alleys and other rights-of-way within and adjacent to the plat;
- (9) Names of streets within (existing and proposed) and 150 feet outside of the plat boundaries;
- (10) Bearings and distances to the nearest established section, or patent corners or other official monuments;
- (11) Federal Emergency Management Agency flood zone designations shall be clearly indicated or noted on the plat;
- (12) Lengths of all arc radii;
- (13) All existing easements or rights-of-way provided for public services or utilities, canals, or drainage ditches including purposes and any limitations of such easements. Also show and identify all other geophysical features within and 150 feet outside the plat boundaries;
- (14) Proposed easements for right-of-way provided for public services or utilities, including purposes and any limitations of such easements;
- (15) Lot lines (existing and proposed) with dimensions to the nearest foot and bearings;



(16) Building setback lines, shown graphically along all streets with dimensions;

**(17) Square footage or acreage of each resulting lot;**

~~(17)~~ (18) All access points (vehicular and pedestrian) located within 150 feet of the proposed subdivision including their location, name, width, title status (i.e., easement, fee title) and recording information, if applicable;

~~(18)~~ (19) Names and property lines of adjacent subdivision lots, and unsubdivided lands, shown with lightly dashed lines. Unsubdivided lands shall have reference to Yuma County Assessor's Parcel Numbers. Note locations and uses of all parcels or lots with non-residential uses;

~~(19)~~ (20) Accurate description of all monument or marker locations used on the plat;

~~(20)~~ (21) Accurate outlines of any areas being dedicated for public use with purposes indicated thereon and any area reserved by deed covenant for common use by all property owners in the subdivision, including private streets, if any;

~~(21)~~ (22) Retention designations and volumes as required, if applicable. Deed restrictions to be recorded on subdivision plat with identified stormwater storage requirements;

~~(22)~~ (23) Clearly identify or note zoning district boundaries and designations on the property and within 150 feet outside the plat boundary;

~~(23)~~ (24) Draft restrictive covenants applying to lots in the subdivision;

~~(24)~~ (25) Show USPS approved cluster box unit mailbox locations.

(a) Coordinate with the USPS for locations of cluster box unit mailboxes,

(b) Provide easement(s) and/or fee title dedication to the City of Yuma on the plat for the location(s) of the cluster box unit mailboxes,

(c) The cluster box unit mailboxes and supporting structures shall be located so that they do not create a traffic hazard, sight hinderence or other safety hazard per the American Association of State Highway and Transportation Officials' (AASHTO's) "Intersection Sight Distance" methodology, as presented in the most current revision adopted by the State of Arizona of "A Policy on Geometric Design of Highways and Streets".

~~(25)~~ (26) Two full street access points shall be shown for the proposed development. Where such access cannot be provided due to existing development or land-locked property, provisions may be added to conditions for subdivision approval, which improve accessibility or reduce fire hazards through sprinklered structures and/or other solutions.

~~(B) Preliminary plat paving, grading and drainage plan information:~~

~~(1) Subdivision name; scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~

- ~~(2) North arrow;~~
- ~~(3) Plan sealed, signed and dated by a registered engineer;~~
- ~~(4) Proposed subdivision boundary, drawn in a solid heavy line;~~
- ~~(5) Preliminary stormwater drainage report with plan;~~
- ~~(6) Street locations and overall layout, including street widths, street lengths, street names, alleys and typical and unusual cross sections;~~
- ~~(7) Stormwater management features such as catch basins, storm drains, culverts, retention basins (historical flows), detention basins, lift stations and drainpipes with corresponding invert elevations to city datum control;~~
- ~~(8) Irrigation canals, drainage ditches, above ground infrastructure on street rights-of-way and other geophysical features shall be clearly indicated or noted on the plat;~~
- ~~(9) General finish grade information.~~

~~(C) Preliminary plat water, sewer and landscaping plan information:~~

- ~~(1) Subdivision name; scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~
- ~~(2) North arrow;~~
- ~~(3) Plan sealed, signed and dated by a registered engineer;~~
- ~~(4) Proposed subdivision boundary, drawn in a solid heavy line;~~
- ~~(5) Water pipe sizes, locations, valves, manholes identified;~~
- ~~(6) Sewer pipe grades, sizes, locations, lift stations, manholes identified;~~
- ~~(7) Statement of sewer and water system integration with existing city systems and datum control;~~
- ~~(8) Identify landscaping areas;~~
- ~~(9) Irrigation canals, drainage ditches, above ground infrastructure on street rights-of-way and other geophysical features shall be clearly indicated or noted on the plat (as needed);~~
- ~~(10) Proposed underground utility easements and main line gas or other utility locations.~~

~~(D) Preliminary plat boundary and topography map information:~~

- ~~(1) Subdivision name;~~
- ~~(2) Location including section, township, range, county and state;~~

- ~~(3) Section and corporate lines clearly indicated;~~
- ~~(4) Scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~
- ~~(5) North arrow;~~
- ~~(6) Survey sealed, signed and dated by a registered land surveyor;~~
- ~~(7) Federal Emergency Management Agency flood zone designations shall be clearly indicated or noted on the survey;~~
- ~~(8) Basis of bearings;~~
- ~~(9) Legend (line types, symbols and abbreviations);~~
- ~~(10) Description of city benchmarks and primary control points used;~~
- ~~(11) Proposed subdivision boundary, drawn in a solid heavy line;~~
- ~~(12) Land elevation contours based on city datum within 150 feet of platted area, one foot contour intervals unless otherwise approved by a city development engineer;~~
- ~~(13) Irrigation canals, drainage ditches, above ground infrastructure on street rights of way and other geophysical features shall be clearly indicated or noted on the Boundary and Topography Map.~~

#### § 153-46 Final Plat Process.

(A) The final plat shall be prepared as specified in §§ 153-47 and 153-50 and shall conform substantially to the preliminary plat as approved. If desired by the applicant, the plat may be approved and recorded in phases. Each phase is required to conform to all city requirements and conditions of approval of the preliminary plat.

**(B) The final plat shall be submitted to the Department of Planning and Neighborhood Services within three years of the approval date of the preliminary plat; otherwise, such preliminary plat shall automatically expire and be null and void. An extension of time applied for prior to the expiration date of a preliminary plat and granted by the Planning and Zoning Commission shall extend such deadline.**

~~(B)~~ **(C) Five** ~~Three~~ complete sets ~~(four blue-line and one electronic copies)~~ of the final plat **or one electronic copy**, and other supplementary material required for review, shall be submitted to the Department of ~~Community Development~~ **Planning and Neighborhood Services**. Other final plat supplementary materials shall include:

- (1) Completed application form and staff notes from pre-development meeting;
- (2) Filing fee;

- (3) Environmental transaction screen or equivalent documentation (two copies **or an electronic copy**);
- (4) Engineer's construction cost assessment for determining assurances; ~~and pro-rata fees and credits.~~
- (5) **One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

~~(C)~~ **(D)** If the Department of ~~Community Development~~ **Planning and Neighborhood Services** determines that all conditions of approval and city codes are satisfied, then the Department of ~~Community Development~~ **Planning and Neighborhood Services** will forward the final plat to the ~~Planning and Zoning Commission~~ **City Council** for consideration-based on the ~~Planning and Zoning Commission~~ **final plat** application deadline schedule.

#### § 153-47 Final Plat Submittal Requirements.

##### *(A) Final plat information:*

- (1) Final scale to be shown on plat: 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;
- (2) Plat may be submitted on several sheets and accompanied by an index sheet showing entire subdivision;
- (3) Subdivision name, and unit number, if any;
- (4) Names and addresses of owner and developer; location by section, township, range, county and state;
- (5) Professional land surveyor's certification;
- (6) North arrow;
- (7) Signature lines and dates on plat for: City Department of Community Development, City of Yuma Engineer, Acceptance by Mayor, City Clerk or designee, Health Department where applicable; owner(s) signed and notarized approval of plat and dedications of streets, alleys, easements, and any other public areas;
- (8) Subdivision boundary with accurate distances and bearings to primary control points;
- (9) Location and width of all streets, crosswalks, alleys and other rights-of-way within the plat;
- (10) Names of streets within and adjacent to the plat boundaries as defined in approved preliminary plat;

- (11) Bearings and distances to the nearest established section or patent corners or other official monuments;
- (12) Lengths of all arcs, radii, internal angles, tangent lengths and radial bearings, if necessary;
- (13) All existing easements for right-of-way provided for public services or utilities, including purposes and any limitations of such easements;
- (14) Proposed easements for right-of-way provided for public services or utilities, including purposes and limitations of such easements;
- (15) Sequentially-numbered lots with accurate dimensions in feet, to the nearest hundredth and bearings and angles for applicable lot lines;
- (16) Accurate description of all monument or marker locations used on the plat;
- (17) Accurate outlines of any areas being dedicated for public use with purposes indicated thereon and any area reserved by deed covenant for common use by all property owners in subdivision, including private streets, if any;
- (18) **Square footage or acreage of each resulting lot;**
- ~~(18)~~ (19) Building setback lines, shown graphically along all streets with dimensions;
- ~~(19)~~ (20) Stormwater retention designations and volumes as required for lots within the subdivision, if applicable (deed restrictions to be recorded on lots with identified stormwater volume storage requirements);
- ~~(20)~~ (21) Any restrictive covenants applying to lots in the subdivision (signed by the owner(s)) and printed on subdivision plat or recorded in the Office of the Recorder;
- ~~(21)~~ (22) Show easement(s) for USPS approved cluster box units; monuments or markers shall be located and in place prior to final approval;
  - (a) The cluster box unit mailboxes must meet the specifications of the United States Postal Service (USPS) with the inscription "US Mail" and "Approved by the Postmaster General" plainly legible and be approved by the local postmaster prior to installation.
- ~~(22)~~ (23) Monuments or markers shall be located and in place prior to final plat acceptance of the subdivision of the city.
- ~~(23)~~ (24) One full street access and a second access (permanent or temporary) including subdivision improvement plans for each phase of the development shall be shown having accessible routes for emergency access personnel and equipment, subject to the approval of the Fire Marshal. Where such access cannot be provided due to existing development or land-locked property, the Planning and Zoning Commission may recommend conditions for

subdivision approval, which improve accessibility or reduce fire hazards through sprinklered structures.

(B) *Final plat boundary and topographic survey map information:*

- (1) Scale: 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet shown on plat;
- (2) Title block including the following information: Subdivision name and unit number, if any;
- (3) Name and address of registered land surveyor;
- (4) Subdivision boundary with accurate distances and bearings to primary control points;
- (5) Location and width of all streets, crosswalks, alleys and other rights-of-way within and adjoining the plat;
- (6) Names of streets within and adjacent to the plat boundaries as defined in the approved preliminary plat;
- (7) Bearings and distances to the nearest established section or patent corners or other official monuments (street lines or political subdivision boundaries);
- (8) Lengths of all arcs, radii, internal angles, tangent lengths and radial bearings, if necessary;
- (9) All easements, restrictive covenants and right-of-way provided for public services or utilities, including purposes and any limitations of such easements;
- (10) Accurate description of all monument or marker and benchmark locations used on the plat.

(C) *Final plat grading, paving and drainage plan map information:*

- (1) Scale: 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet shown on plat;
- (2) Title block including the following information: Subdivision name and unit number, if any, and professional engineer preparing map information including address and phone;
- (3) Subdivision boundary;
- (4) Location and width of all streets, crosswalks, alleys and other rights-of-way within and adjoining the plat;
- (5) Names of streets within and adjacent to the plat boundaries as defined in the approved preliminary plat;
- (6) All easements for right-of-way provided for public services or utilities, including purposes and any limitations of such easements;

- (7) Accurate description of all monument or marker and benchmark locations used on the plat;
  - (8) Monuments or markers to be constructed in accordance with the City of Yuma standard specifications and/or other specifications;
  - (9) Applicable lot lines with accurate dimensions; onsite stormwater retention designations;
  - (10) Boundary and topographic survey information;
  - (11) Street plans with grades and details;
  - (12) Drainage plans and profiles with grades and details;
  - (13) Street lighting locations and details where necessary.
- (D) *Final plat water, sewer, utility and landscaping plan information:*
- (1) Scale: 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet shown on plat;
  - (2) Title block including the following information: Subdivision name and unit number, if any, and professional engineer preparing map information including address and phone;
  - (3) Subdivision boundary;
  - (4) Names of streets within and adjacent to the plat boundaries as defined in the approved preliminary plat;
  - (5) All existing easements for right-of-way provided for public services or utilities, including purposes and any limitations of such easements;
  - (6) Applicable lot lines with accurate dimensions;
  - (7) Accurate outlines of any areas being dedicated for public use with purposes indicated thereon and any area reserved by deed covenant for common use by all property owners in subdivision, including private streets, if any;
  - (8) Monuments or markers to be constructed in accordance with City of Yuma standard specifications and/or other specifications;
  - (9) Boundary and topographic survey information including benchmarks;
  - (10) Water plans and details;
  - (11) Sewer plans and details;



(12) On-site stormwater retention designations;

(13) Public utilities, including telephone, cable television, electricity or other public utilities and details where necessary;

(14) Landscaping plans including systems for retention and/or detention areas/recreation areas or parks - total linear footage of irrigation lines for landscaping shall be provided by location;

(15) Lighting locations and details where necessary.

#### § 153-50 Final Plat Materials and Documents Required.

Upon approval of the final plat by the City Council, the following materials shall be provided to the Department of ~~Community Development~~ **Planning and Neighborhood Services** prior to recordation of the plat:

~~(A) Two review copies of the final plat, complete subdivision improvement plans and profiles for street, water, sewer, stormwater drainage and alley improvements shall be submitted to the Director of Community Development prior to the recordation of the final plat.~~

~~(B) (A) Three~~ **One** reproducible (i.e., mylar) ~~copies~~ **copy** of the final plat, with proper signatures to be distributed to the following upon recordation: **retained by the** County Recorder's Office, ~~City of Yuma Department of Community Development, and applicant.~~ **Digital copies of the recorded final plat will be distributed to the City of Yuma Department of Planning and Neighborhood Services and the applicant. One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

~~(C) (B)~~ **(B)** Prior to construction, ~~six sets~~ **a digital copy** of the complete subdivision improvements plans, including street plan and profiles, water, sewer, stormwater drainage and alley improvements shall be submitted to ~~the Director of the Department of Community Development~~ **City Engineering.**

#### § 153-51 Assurance of Completion.

Prior to recordation of a final plat, the applicant shall either construct or install required improvements and repair existing streets and other public facilities damaged in the development of the property or execute and file with the Department of ~~Community Development~~ **Planning and Neighborhood Services** an agreement between the applicant and the city. Said agreement shall specify the period within which required improvements and repairs shall be completed and, if the work is not completed within the period specified, it shall provide the city with the ability to complete the work and recover the full cost and expense of all improvements, together with all court costs and attorney fees necessary to collect said amounts from the applicant.

(A) The applicant shall file with the agreement, to assure full and faithful performance thereof, one of the following:

(1) A surety bond executed by a surety company authorized to transact business in the State of Arizona.

- (2) A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of ability to proceed in accordance with the agreement.
  - (3) Cash deposit, including certificates of deposit.
  - (4) Letter of credit.
- (B) Such assurance of full and faithful performance shall be in a form approved by the City Attorney and shall be for a sum approved by the City Engineer as sufficient to cover the cost of the improvements and repairs and related engineering and incidental expenses. The amount shall be based on a construction estimate of the work to be completed, prepared by a registered engineer and shall be a minimum of 100% of the uncompleted construction estimate, concurred to by the City Engineer.
- (C) If the applicant fails to carry out the provisions of the agreement, without the written concurrence of the City Engineer and the City Engineer determines that the city will incur costs or expenses to complete these provisions, the City Engineer shall call on the assurance monies and deposit those monies in an account specifically set aside for completion of the requirements. If the amount of the assurance monies, called on by the City Engineer, exceeds the costs and expenses incurred by the city for completion of the required improvements, the City Engineer shall refund the remainder. If the amount of the assurance monies, called on by the City Engineer, proves to be insufficient to satisfy the costs and expenses incurred by the city, the applicant shall be liable to the city to satisfy the full amount of the shortfall, upon demand by the city. Ten percent of the required assurance amount shall be retained pending the city's full acceptance of subdivision improvements by the City Engineer. Release of assurances shall be based on the amount of work remaining to be completed. The city will provide written notification of the subdivision improvements acceptance and cause the release of assurances.

§ 153-75 Administration by City Planning Department.

The provisions of this chapter shall be administered by the Department of ~~Community Development~~ **Planning and Neighborhood Services**, and appeals from any decision of the Planning and Zoning Commission shall go to the City Council. Notice of the appeal shall be given to said Planning and Zoning Commission 30 days preceding any meeting held by the City Council pertaining to said appeal.

## ATTACHMENT B AGENCY NOTIFICATION

- Legal Ad Published: The Sun (06/01/2022)
- 34 Commenting/Reviewing Agencies noticed: (06/09/2022)
- Neighborhood Meeting: (N/A)
- Hearing Date: (07/25/2022)
- Comments due: (06/20/2022)

<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	06/15/2022	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users' Assoc.	Yes	06/20/2022	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.	Yes	06/15/2022	X		
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Co.	NR				
Western Area Power Administration	Yes	06/15/2022	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 Engineering	NR				
Fire	Yes	06/14/2022	X		
Building Safety	NR				
City Engineer	NR				
Traffic Engineer	NR				
MCAS / C P & L Office	Yes	06/22/2022	X		
Utilities	NR				
Public Works	NR				
Streets	NR				

<b>Neighborhood Meeting</b>	<b>Comments Available</b>
NONE REQUIRED.	N/A

**PUBLIC COMMENTS RECEIVED:** NONE RECEIVED.

**ORDINANCE NO. O2022-053**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AMENDING CHAPTER 153 OF THE YUMA CITY CODE,  
RELATING TO SUBDIVISION REGULATIONS**

WHEREAS, from time to time it may be desirable to modify the subdivision code keeping within the context of a dynamic and growing community; and,

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on July 25, 2022 in Case no: ZONE-40002-2022 in the manner prescribed by law for the purpose of amending the City of Yuma Subdivision 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 June 1, 2022; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission to approve the subdivision code text amendment in Case No: ZONE-40002-2022 and finds that the subdivision code text amendment supports the goals and objectives of the Yuma General Plan, and is in basic harmony with the goals and objectives of the City of Yuma Subdivision Code.

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

SECTION 1: Yuma City Code, Title 15, Chapter 153, Section 2 Definitions is amended to insert the following bolded text and delete the strikethrough text:

§ 153-02 Definitions

***BUILDING SETBACK LINE.*** The line indicating the minimum horizontal distance between the street **right-of-way line** and buildings or any projection thereof, other than steps, eaves, or overhangs.

***CITY ENGINEER.*** The City Engineer of the City of Yuma or their designee for oversight of a given functional role or project.

~~*CROSSWALK WAY.* A public right of way used primarily for pedestrian travel through or across any portion of a block.~~

~~*DEPARTMENT OF COMMUNITY DEVELOPMENT.* The Department of Community Development of the City of Yuma, Arizona.~~

***DEPARTMENT OF BUILDING SAFETY.*** The Department of Building Safety of the City of Yuma, Arizona.

**DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES.** The Department of Planning and Neighborhood Services of the City of Yuma, Arizona.

**PUBLIC IMPROVEMENTS.** Any of the following: roadway pavement **section**, curbs, gutters, sidewalks, crosswalks, water mains, sanitary **sewer**, ~~and storm sewers~~ **drains, landscaping, retention basins**, and other appurtenant construction as related to the subdivision ~~preliminary~~ plan.

**RIGHT-OF-WAY.** The entire strip of land lying between the property lines of a street or thoroughfare, alley, ~~crosswalkway~~, or easement.

**RULES OF PROCEDURE.** Regulations adopted by the Planning **and Zoning** Commission and the City Council for the submission and approval of subdivision plats.

**SIDEWALKS.** The portion of a street or ~~crosswalkway~~, paved or otherwise surfaced, intended for pedestrian use only.

**STREET, COLLECTOR.** A street designed to serve as an important trafficway for a neighborhood, or as a feeder to an arterial street. ~~The determination of such street classification is any specific instance shall rest for the Planning Commission.~~

**WALKWAY.** A public right-of-way used primarily for pedestrian travel through or across any portion of a block.

**SECTION 2:** Yuma City Code, Title 15, Chapter 153, Section 3, Subsections B, C, and D, are amended to insert the following bolded text:

§ 153-03 General Principles of Acceptability

- (B) *Public open spaces and sites.* Where, as indicated by the master plan, a proposed subdivision contains, wholly or in part, a proposed public open space or a proposed site for a public building, such sites shall be reserved unless the concerned authority states it has no intention of development in the area. The Planning **and Zoning** Commission will immediately notify the concerned authority.
- (C) *Neighborhood plan.* If a tentative plan has been approved by the Planning **and Zoning Commission** for the neighborhood of the proposed subdivision, the street system of the latter shall conform substantially thereto.
- (D) *Unsubdivided portion of tract.* The Planning **and Zoning** Commission may require a sketch of the tentative future street system beyond the limits of the tract adjacent to the land area presently being subdivided.

SECTION 3: Yuma City Code, Title 15, Chapter 153, Section 4 Streets, Subsections A, C, E, F, H, and I are amended to insert the following bolded text and delete the strikethrough text and table:

§ 153-04 Streets

(A) *Circulation.*

- (1) The street pattern shall provide ease of circulation within the subdivision as well as convenient access to adjoining streets or unsubdivided land, as may be required by the ~~Planning Commission~~ **City Engineer**.

(C) *Existing streets.* Existing street (constructed or recorded) in adjoining territory shall be continued at equal or greater width and in similar alignment by streets proposed in the subdivision, unless variations are approved by the ~~Planning Commission~~ **City Engineer**.

(E) *Half-streets.* No half-streets will ~~hereinafter~~ be accepted. Where there exists a dedicated or platted half-street adjacent to the tract to be subdivided, the other half, being a minimum width to meet this chapter, shall be ~~plotted~~ **platted**.

(F) *Stub streets.* Where a subdivision adjoins unsubdivided land, stub streets shall be provided at locations as determined by the ~~Planning Commission~~ **City Engineer** to ensure future access and traffic circulation.

(H) *Easements.* Easements for slopes and utilities shall be dedicated ~~to the public~~ wherever necessary as required by the City Engineer. ~~Said~~ **Easements** shall be at least eight feet wide across the rear or front of all lots, except that a utility easement adjacent to unsubdivided lands shall be at least ten feet wide. In addition, easements may be required at other suitable locations **by the City Engineer**.

(I) *Dimensional standards.*

- (1) *Minimum width.* The street right-of-way and roadway width shall not be less than the minimum width shown in the ~~following table:~~ **latest adoption of the City of Yuma Construction Standards Detail Drawings and the Transportation Element of the General Plan. Additional right-of-way or easements may be required for utilities, slope rights, drainage facilities or irrigation facilities.**

Type of Street	<del>Minimum Right-of-Way Width</del>	<del>Minimum Roadway Width</del>
Collector; residential	60'	44'
Collector; high volume, midsection, or nonresidential	80'	48'
Local; residential <sup>*</sup>	50'	40'

Local; less than 1,500 ft. in length <sup>*</sup>	50'	38'
Access or frontal <sup>**</sup>	40'	32'
Alley	20'	20'
Cul-de-sac; residential	50' (radius)	42' (radius)
Cul-de-sac; nonresidential	60' (radius)	50' (radius)
Arterial <sup>**</sup>	100'	68' (plus median)
<b>General note:</b> Additional right of way may be required for drainage, utilities, slope rights, or irrigation facilities.		
<sup>*</sup> <del>Streets serving multi-family/commercial land uses shall have a 40-foot roadway width.</del>		
<sup>**</sup> <del>In new residential developments a frontage/access street is normally required for lots fronting on arterial streets.</del>		

(2) *Alignment; minimum standards.*

- (a) ~~Two copies~~ **One electronic copy** of the complete plans and profiles for street and alley improvements shall be submitted for approval of the City Engineer prior to approval of the final plat by ~~the Planning Commission~~ **City Council**.

- (4) ~~Curb radii~~ **Corners**. At the intersection of two streets, property line corners shall be ~~rounded by an arc of 20-foot radius~~ **chamfered by a corner triangle in accordance with the currently adopted design and construction standards**. The minimum ~~radii~~ **corner triangle size** shall be increased when the smallest angle of intersection is less than 90 degrees, or in any case where the City Engineer considers an increase necessary.

SECTION 4: Yuma City Code, Title 15, Chapter 153, Section 5 Blocks, Subsections A and D are amended to insert the following bolded text and delete the strikethrough text:

§ 153-05 Blocks

(A) Length of residential blocks shall not be more than 1,000 feet long unless approved by the Planning **and Zoning** Commission. ~~Blocks longer than 800 feet in length shall have a crosswalkway near the center of the block when required as necessary by the Commission.~~

(D) Business or industrial: Blocks intended for business or industry shall be of such length and depth as may be considered most suitable for their prospective use by the Planning **and Zoning** Commission, including adequate provision for parking, on-site loading and unloading and buffer, as required by the zoning ordinance.

SECTION 5: Yuma City Code, Title 15, Chapter 153, Section 6 Lots, Subsection E is amended to insert the following bolded text:

§ 153-06 Lots.

(E) *Side lot lines.* Side lines of lots shall be approximately at right angles or radial to the street line unless, in the opinion of the Planning **and Zoning** Commission, a variation from this rule will give a better street and lot plan.

SECTION 6: Yuma City Code, Title 15, Chapter 153, Section 15 Pre-Application Procedure is amended to insert the following bolded text and delete the strikethrough text:

§ 153-~~15~~ **14** Pre-Application Procedure

(A) Informal consideration. While the subdivision is still in the preliminary planning stage, the applicant shall consult with the Department of ~~Community Development~~ **Planning and Neighborhood Services** through a pre-development meeting, for informal review regarding the general plan, the zoning code, drainage and floodplain regulations, utility regulations, ~~Uniform International~~ Building Code, the subdivision code and standards for the design and installation of public improvements.

(B) Upon receiving favorable feedback from the ~~pre-application~~ **pre-development** meeting, the applicant may ~~then~~ proceed to prepare the preliminary plat for submittal.

(C) Under no circumstances shall informal favorable consideration by the Department of ~~Community Development~~ **Planning and Neighborhood Services** be construed as formal approval of any subdivision.

SECTION 7: Yuma City Code, Title 15, Chapter 153, is amended to insert the following bolded text:

§ 153-15 Submittal Process Outline

(A) **Step One: Preliminary Plat**

**The preliminary plat application shall be reviewed and approved by the Planning and Zoning Commission. The preliminary plat shall include applicable information as indicated in Yuma City Code § 153-31(A).**

(B) **Step Two: Improvement Plans**

**(1) A complete set of final improvement plans shall be submitted with the preliminary plat application, or within 3 weeks of submitting the preliminary plat application. Improvement plans shall include applicable information as indicated in Yuma City Code §§ 153-47(B), 153-47(C), and 153-47(D).**



- (2) **Three sets of final improvement plans, and supplementary materials as specified, shall be submitted to the Department of Planning and Neighborhood Services. If plans are submitted electronically, there shall be no need to provide three hard copy sets.**
- (3) **If final improvement plans are not submitted in a timely manner, review and approval of the preliminary plat to the Planning and Zoning Commission may be continued to an appropriate hearing date.**
- (4) **For phased development projects, final improvement plans for a particular phase must be approved prior to the submittal of a final plat application.**

**(C) Step Three: Final Plat**

**The final plat application shall be reviewed and approved by the City Council.**

SECTION 8: Yuma City Code, Title 15, Chapter 153, Section 16 Preliminary Plat Process is amended to insert the following bolded text and delete the strikethrough text:

**§ 153-16 Preliminary Plat Process**

(A) The applicant shall prepare a preliminary plat ~~together with other supplemental material as indicated in § 153-31, Preliminary Plat and Plans Submittal Requirements~~ **that includes all applicable information required in Yuma City Code §§ 153-31(A) and 153-47.**

(B) ~~Five~~**Three** sets of the preliminary plat, ~~including four blue line copies and~~ or one electronic copy of the preliminary plat, and supplementary material as specified, shall be submitted to the Department of ~~Community Development~~ **Planning and Neighborhood Services. One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

(C) At the time of submittal of all required preliminary plat and necessary supplemental materials to the Department of ~~Community Development~~ **Planning and Neighborhood Services**, a public hearing date with the Planning and Zoning Commission shall be scheduled in accordance with the Case Review Hearing Deadlines calendar for the year. Generally, public hearings with the Planning and Zoning Commission occur within 60 days of application submittal. At the public hearing, the Planning and Zoning Commission shall express its approval or disapproval of the proposed preliminary plat. The Planning and Zoning Commission shall state the conditions of such approval, if any, or if disapproved, shall express the reasons for the disapproval.

~~(D) The action of the Planning and Zoning Commission shall be noted on two copies of the preliminary plat, reference and attached to any conditions established by the Commission. Once copy shall be returned to the applicant, and the other copy retained by the Department of Community Development.~~

~~(E)~~ **(D)** Conditional approval of a preliminary plat shall not constitute approval of the final plat. Rather, it **conditional approval** shall be deemed an expression of approval to the subdivision layout, road alignments and number of lots submitted on the preliminary plat as a guide to the preparation of the final plat. The final plat shall be processed in accordance with the requirements of **Yuma City Code** §§ 153-17, 153-45, 153-46, 153-47, 153-50, and 153-51 of this code.

**(E) The recording of a phase of the preliminary plat automatically extends the approval of the preliminary plat for an additional three years from the date of recording. The maximum time period a preliminary plat may be approved without a final plat submittal is six years.**

SECTION 9: Yuma City Code, Title 15, Chapter 153, Section 17 Procedure for Approval of Final Plat is amended to delete the strikethrough text:

~~§ 153-17 Procedure for Approval of Final Plat.~~

~~(A) The final plat shall be prepared as specified in §§ 153-45 through 153-51 and shall conform substantially to the preliminary plat as approved. If desired by the subdivider, the final plat may be submitted in portions or phases, which include those lands that will be developed immediately, provided that such portion or phase conforms to all subdivision requirements and conditions of preliminary plat approval.~~

~~(B) The final plat shall be submitted to the Department of Community Development within three years of the approval date of the preliminary plat; otherwise, such preliminary plat shall automatically expire and be come null and void. An extension of time applied for prior to the expiration date of a preliminary plat and granted by the Planning and Zoning Commission shall extend such deadline. The recording of a phase of the preliminary plat automatically extends the approval of the preliminary plat for three years from the final plat approval of the phase. However, the maximum time period a preliminary plat may be approved without a final plat submittal is six years.~~

SECTION 10: Yuma City Code, Title 15, Chapter 153, Section 18 Procedure for Approval of Lot Split, Subsections B and C are amended to insert the following bolded text and delete the strikethrough text:

~~§ 153-18 Procedure for Approval of Lot Split.~~

**(B)** Any proposed lot split shall be submitted to the **Community Planning and Zoning** Division to determine compliance with applicable platting, subdividing and zoning regulations. The **City** Planning Director or City Engineer may require the submittal of any additional information as is pertinent to make this determination.

**(C)** The final plat shall be prepared by an Arizona registered surveyor on a sheet suitable for recording, or on polyester or linen or a copy reproduced on polyester by a photographic silver imaging process or other method that assures archival quality. Required signatures shall be original

signature, not copies, and shall include provisions for signatures by the City Planning Director and City Engineer. The plat must be 24" x 36" or other size as required by the Yuma County Recorder. All drawing, printing, and signatures shall be directly applied to the sheet to be recorded. The use of nonpermanent inks, press-on adhesive letters, films, or tapes is prohibited. The plat shall further include items specified in §§ 153-47 and ~~153-48~~. **One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

SECTION 11: Yuma City Code, Title 15, Chapter 153 is amended to insert the following bolded text:

**§ 153-19 Procedure for Approval of a Ten Lot Subdivision.**

**(A) A division of land into ten or fewer parts may be processed as a subdivision which does not require the need for a preliminary plat approval. A ten lot or less subdivision shall follow the final plat review process as specified in § 153-46 and will be subject to approval by City Council.**

**(B) In accordance with state statute, A.R.S. § 9-463.01, the City Engineer may waive or reduce infrastructure standards or requirements except for improved dust-controlled access and minimum drainage improvements.**

SECTION 12: Yuma City Code, Title 15, Chapter 153, Section 19 Optional Commercial and Industrial Master Plat Process is to be renumbered:

~~§ 153-19~~ **153-20** Optional Commercial and Industrial Master Plat Process

SECTION 13: Yuma City Code, Title 15, Chapter 153, Section 20 Filing Fee is renumbered and amended to insert the following bolded text:

~~§ 153-20~~ **153-21** Filing Fee

Each subdivision as defined herein shall be accompanied by a completed application form as provided by the City of Yuma **Community** Planning Division, and a nonreturnable filing fee in accordance with the fee schedule adopted by City of Yuma Ordinance No. 1943, and successors.

SECTION 14: Yuma City Code, Title 15, Chapter 153, Section 31 Preliminary Plat and Plans Submittal Requirements, Subsection A is amended to insert the following bolded text and delete the strikethrough text:

**§ 153-31 Preliminary Plat and Plans Submittal Requirements.**

(A) Preliminary plat information:

**(17) Square footage or acreage of each resulting lot;**

~~(17)~~ **(18)** All access points (vehicular and pedestrian) located within 150 feet of the proposed subdivision including their location, name, width, title status (i.e., easement, fee title) and recording information, if applicable;

~~(18)~~ **(19)** Names and property lines of adjacent subdivision lots, and unsubdivided lands, shown with lightly dashed lines. Unsubdivided lands shall have reference to Yuma County Assessor's Parcel Numbers. Note locations and uses of all parcels or lots with non-residential uses;

~~(19)~~ **(20)** Accurate description of all monument or marker locations used on the plat;

~~(20)~~ **(21)** Accurate outlines of any areas being dedicated for public use with purposes indicated thereon and any area reserved by deed covenant for common use by all property owners in the subdivision, including private streets, if any;

~~(21)~~ **(22)** Retention designations and volumes as required, if applicable. Deed restrictions to be recorded on subdivision plat with identified stormwater storage requirements;

~~(22)~~ **(23)** Clearly identify or note zoning district boundaries and designations on the property and within 150 feet outside the plat boundary;

~~(23)~~ **(24)** Draft restrictive covenants applying to lots in the subdivision;

~~(24)~~ **(25)** Show USPS approved cluster box unit mailbox locations.

- (a) Coordinate with the USPS for locations of cluster box unit mailboxes,
- (b) Provide easement(s) and/or fee title dedication to the City of Yuma on the plat for the location(s) of the cluster box unit mailboxes,
- (c) The cluster box unit mailboxes and supporting structures shall be located so that they do not create a traffic hazard, sight hinderence or other safety hazard per the American Association of State Highway and Transportation Officials' (AASHTO's) "Intersection Sight Distance" methodology, as presented in the most current revision adopted by the State of Arizona of "A Policy on Geometric Design of Highways and Streets".

~~(25)~~ **(26)** Two full street access points shall be shown for the proposed development. Where such access cannot be provided due to existing development or land-locked property, provisions may be added to conditions for subdivision approval, which improve accessibility or reduce fire hazards through sprinklered structures and/or other solutions.

*~~(B) Preliminary plat paving, grading and drainage plan information:~~*

- ~~(1) Subdivision name; scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~
- ~~(2) North arrow;~~
- ~~(3) Plan sealed, signed and dated by a registered engineer;~~
- ~~(4) Proposed subdivision boundary, drawn in a solid heavy line;~~
- ~~(5) Preliminary stormwater drainage report with plan;~~
- ~~(6) Street locations and overall layout, including street widths, street lengths, street names, alleys and typical and unusual cross sections;~~
- ~~(7) Stormwater management features such as catch basins, storm drains, culverts, retention basins (historical flows), detention basins, lift stations and drainpipes with corresponding invert elevations to city datum control;~~
- ~~(8) Irrigation canals, drainage ditches, above ground infrastructure on street rights-of-way and other geophysical features shall be clearly indicated or noted on the plat;~~
- ~~(9) General finish grade information.~~

*~~(C) Preliminary plat water, sewer and landscaping plan information:~~*

- ~~(1) Subdivision name; scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~
- ~~(2) North arrow;~~
- ~~(3) Plan sealed, signed and dated by a registered engineer;~~
- ~~(4) Proposed subdivision boundary, drawn in a solid heavy line;~~
- ~~(5) Water pipe sizes, locations, valves, manholes identified;~~
- ~~(6) Sewer pipe grades, sizes, locations, lift stations, manholes identified;~~

~~(7) Statement of sewer and water system integration with existing city systems and datum control;~~

~~(8) Identify landscaping areas;~~

~~(9) Irrigation canals, drainage ditches, above ground infrastructure on street rights-of-way and other geophysical features shall be clearly indicated or noted on the plat (as needed);~~

~~(10) Proposed underground utility easements and main line gas or other utility locations.~~

~~(D) Preliminary plat boundary and topography map information:~~

~~(1) Subdivision name;~~

~~(2) Location including section, township, range, county and state;~~

~~(3) Section and corporate lines clearly indicated;~~

~~(4) Scale of 1 inch equals 10, 20, 30, 40, 50, 60, or 100 feet;~~

~~(5) North arrow;~~

~~(6) Survey sealed, signed and dated by a registered land surveyor;~~

~~(7) Federal Emergency Management Agency flood zone designations shall be clearly indicated or noted on the survey;~~

~~(8) Basis of bearings;~~

~~(9) Legend (line types, symbols and abbreviations);~~

~~(10) Description of city benchmarks and primary control points used;~~

~~(11) Proposed subdivision boundary, drawn in a solid heavy line;~~

~~(12) Land elevation contours based on city datum within 150 feet of platted area, one foot contour intervals unless otherwise approved by a city development engineer;~~

- ~~(13) Irrigation canals, drainage ditches, above ground infrastructure on street rights-of way and other geophysical features shall be clearly indicated or noted on the Boundary and Topography Map.~~

SECTION 15: Yuma City Code, Title 15, Chapter 153, Section 46 Final Plat Process, a new Subsection B is added, and the existing Subsections B and C are relettered and amended to insert the following bolded text and delete the strikethrough text:

§ 153-46 Final Plat Process.

**(B) The final plat shall be submitted to the Department of Planning and Neighborhood Services within three years of the approval date of the preliminary plat; otherwise, such preliminary plat shall automatically expire and be null and void. An extension of time applied for prior to the expiration date of a preliminary plat and granted by the Planning and Zoning Commission shall extend such deadline.**

~~(B) (C)~~ **(C)** Five ~~Three~~ complete sets ~~(four blue-line and one electronic copies)~~ of the final plat **or one electronic copy**, and other supplementary material required for review, shall be submitted to the Department of ~~Community Development~~ **Planning and Neighborhood Services**. Other final plat supplementary materials shall include:

- (1) Completed application form and staff notes from pre-development meeting;
- (2) Filing fee;
- (3) Environmental transaction screen or equivalent documentation (two copies **or an electronic copy**);
- (4) Engineer's construction cost assessment for determining assurances; ~~and pro-rata fees and credits.~~
- (5) One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

~~(C) (D)~~ **(D)** If the Department of ~~Community Development~~ **Planning and Neighborhood Services** determines that all conditions of approval and city codes are satisfied, then the Department of ~~Community Development~~ **Planning and Neighborhood Services** will forward the final plat to the ~~Planning and Zoning Commission~~ **City Council** for consideration-based on the ~~Planning and Zoning Commission~~ **final plat** application deadline schedule.

SECTION 16: Yuma City Code, Title 15, Chapter 153, Section 47 Final Plat Submittal Requirements, Subsection A is amended to insert the following bolded text and delete the strikethrough text:

§ 153-47 Final Plat Submittal Requirements.

(A) *Final plat information:*

**(18) Square footage or acreage of each resulting lot;**

~~(18)~~ **(19)** Building setback lines, shown graphically along all streets with dimensions;

~~(19)~~ **(20)** Stormwater retention designations and volumes as required for lots within the subdivision, if applicable (deed restrictions to be recorded on lots with identified stormwater volume storage requirements);

~~(20)~~ **(21)** Any restrictive covenants applying to lots in the subdivision (signed by the owner(s)) and printed on subdivision plat or recorded in the Office of the Recorder;

~~(21)~~ **(22)** Show easement(s) for USPS approved cluster box units; monuments or markers shall be located and in place prior to final approval;

- (a) The cluster box unit mailboxes must meet the specifications of the United States Postal Service (USPS) with the inscription "US Mail" and "Approved by the Postmaster General" plainly legible and be approved by the local postmaster prior to installation.

~~(22)~~ **(23)** Monuments or markers shall be located and in place prior to final plat acceptance of the subdivision of the city.

~~(23)~~ **(24)** One full street access and a second access (permanent or temporary) including subdivision improvement plans for each phase of the development shall be shown having accessible routes for emergency access personnel and equipment, subject to the approval of the Fire Marshal. Where such access cannot be provided due to existing development or land-locked property, the Planning and Zoning Commission may recommend conditions for subdivision approval, which improve accessibility or reduce fire hazards through sprinklered structures.

SECTION 17: Yuma City Code, Title 15, Chapter 153, Section 50 Final Plat Materials and Documents Required is amended to insert the following bolded text and delete the strikethrough text:

§ 153-50 Final Plat Materials and Documents Required.



Upon approval of the final plat by the City Council, the following materials shall be provided to the Department of ~~Community Development~~ **Planning and Neighborhood Services** prior to recordation of the plat:

~~(A) Two review copies of the final plat, complete subdivision improvement plans and profiles for street, water, sewer, stormwater drainage and alley improvements shall be submitted to the Director of Community Development prior to the recordation of the final plat.~~

~~(B)~~ (A) ~~Three~~ **One** reproducible (i.e., mylar) ~~copies~~ **copy** of the final plat, with proper signatures to be distributed to the following upon recordation: **retained by the** County Recorder's Office, ~~City of Yuma Department of Community Development, and applicant.~~ **Digital copies of the recorded final plat will be distributed to the City of Yuma Department of Planning and Neighborhood Services and the applicant. One AutoCAD file of the plat that conforms to the City of Yuma CADD standards shall be submitted electronically.**

~~(C)~~ (B) Prior to construction, ~~six sets~~ **a digital copy** of the complete subdivision improvements plans, including street plan and profiles, water, sewer, stormwater drainage and alley improvements shall be submitted to ~~the Director of the Department of Community Development~~ **City Engineering.**

SECTION 18: Yuma City Code, Title 15, Chapter 153, Section 51 Assurance of Completion is amended to insert the following bolded text and delete the strikethrough text:

§ 153-51 Assurance of Completion.

Prior to recordation of a final plat, the applicant shall either construct or install required improvements and repair existing streets and other public facilities damaged in the development of the property or execute and file with the Department of ~~Community Development~~ **Planning and Neighborhood Services** an agreement between the applicant and the city. Said agreement shall specify the period within which required improvements and repairs shall be completed and, if the work is not completed within the period specified, it shall provide the city with the ability to complete the work and recover the full cost and expense of all improvements, together with all court costs and attorney fees necessary to collect said amounts from the applicant.

SECTION 19: Yuma City Code, Title 15, Chapter 153, Section 75 Administration by the City Planning Department is amended to insert the following bolded text and delete the strikethrough text:

§ 153-75 Administration and Enforcement.

The provisions of this chapter shall be administered by the Department of ~~Community Development~~ **Planning and Neighborhood Services**, and appeals from any decision of the Planning and Zoning Commission shall go to the City Council. Notice of the appeal shall be given to said Planning and Zoning Commission 30 days preceding any meeting held by the City Council pertaining to said appeal.

SECTION 20: It shall be unlawful for any person, firm or corporation to violate, or cause the violation of, any provision of this chapter. Any person, firm or corporation violating any of the provisions in this chapter shall be guilty of a class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or both fine and imprisonment. Each separate day or part thereof during which any violation of said sections occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

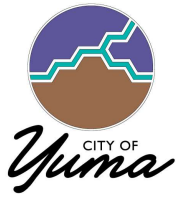
\_\_\_\_\_  
Douglas J. Nicholls  
Mayor

ATTESTED:

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

APPROVED AS TO FORM:

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



# City of Yuma

## City Council Report

File #: MC 2022-208

Agenda Date: 11/16/2022

Agenda #: 1.

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

### TITLE:

**Annexation Area No. ANEX-40532-2022: Avenue B**

### SUMMARY RECOMMENDATION:

This is a public hearing to consider the annexation of property located at the northeast corner of 28<sup>th</sup> Street and Avenue B. (ANEX-40532-2022). (Planning and Neighborhood Services/Community Planning) (Alyssa Linville)

### STRATEGIC OUTCOME:

The approval of this annexation will provide access to City resources and services. This annexation assists in furthering the City Council's strategic outcome as it relates to Respected and Responsible.

### REPORT:

The annexation area consists of three parcels of real property, a portion of a fourth property and the adjacent Avenue B right-of-way. The annexation area totals approximately 4.1 acres. The properties are owned respectively by MAHA LLC, Steve and Luella Kaznak and Somerton Farming Company. MAHA LLC and Somerton Farming Company have requested annexation to obtain City utilities, police, and fire services for future development. The portion of the fourth parcel is owned by Yuma County and is a narrow frontage along Avenue B.

In accordance with Arizona law, a blank petition with a legal description and a map of the area to be annexed was filed with the Yuma County Recorder on October 18, 2022. There is a 30-day waiting period after recording the map and petition with the County Recorder before signatures can be obtained. During that time, a public hearing must be held by the City Council within the last 10 days of the 30-day waiting period. All appropriate and necessary notice and posting requirements have been met. After the 30-day waiting period and the public hearing, the following procedures must be followed.

- The signatures of property owners must be obtained such that at least one-half of the value of real and personal property is represented and such that more than one-half of the parcel owners are represented.
- Within one year after the last day of the 30-day waiting period, completed petitions must be filed with the County Recorder.

- An ordinance must be adopted by the City Council effectively changing the City boundaries to include the annexation area. The ordinance will become effective 30 days after adoption. No modifications, including increases or decreases to the territory to be annexed, may be made after the first property owner in the area signs the petition. This public hearing is held to comply with the annexation law, Section 9-471 of the Arizona Revised Statutes. The purpose is to notify all property owners of the proposed annexation and take public comment.

Pending receipt of the signed petitions from the property owners after the annexation hearing, it is anticipated that the annexation ordinance will be heard by the City Council for introduction on December 21, 2022, with adoption on January 4, 2023.

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

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

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022

**ANNEXATION PETITION ANEX-40532-2022**  
**28<sup>th</sup> Street and Avenue B Annexation**

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF YUMA, ARIZONA:

We, the undersigned, owners of real and personal property, being the real property hereinafter described and all personal property that we may own in the area to be annexed, request the City of Yuma to annex our property, said property being located in a territory contiguous to the City of Yuma, Arizona, and being located within the following described area:

A parcel of land located within portions of Sections 5 and 6, Township 9 South, Range 23 West, of the Gila and Salt River Base and Meridian, Yuma County, Arizona being more particularly described as follows;

Beginning at the West Quarter Corner of Section 5, and the East Quarter Corner of Section 6, Township 9 South, Range 23 West, of the Gila Salt River Base and Meridian,  
Thence Easterly along the East West Mid-Section line of said Section 5 a distance of 33.00 feet to a point on the Northwest Corner of City of Yuma Ordinance #1518, Dated 9-20-1976 also being the **True Point of Beginning**,

Thence continuing Easterly along the East West Mid-Section line of said Section 5 a distance of 32.00 feet to a point being 65.00 feet East of the West line of said Section 5, and also being the Southwest corner of City of Yuma Ordinance #O98-04, Dated 2-21-1998,

Thence Northerly along a line being 65.00 feet East and parallel with the West line of said Section 5 also being the West line of City of Yuma Ordinance #O98-04, Dated 2-21-1998, a distance of 643.00 feet to a point,

Thence Westerly along a line parallel with the East West Mid-Section line of said Section 5 a distance of 17.00 feet to a point on the Northeast corner of City of Yuma Ordinance #O2013-06, Dated 3-8-2013,

Thence Southerly along a line parallel with the West line of said Section 5 and also being the East line of City of Yuma Ordinance #O2013-06, Dated 3-18-2013 a distance of 200.00 feet to a point 48.00 feet East of the West line of Section 5,

Thence Westerly along a line parallel with the East West Mid-Section line of said Section 5 a distance of 48.00 feet to a point on the West line of said Section 5,

Thence continuing Westerly along a line being 443.85 feet North and parallel with the East West Mid-Section line of said Section 6, also being the South line of City of Yuma Ordinance #O2013-06, Dated 3-8-2013, a distance of 416.00 feet to a point on the East line of City of Yuma Ordinance #O97-10, Dated 4-5-1997,

Thence Southerly along a line being 416.00 feet West and parallel with the East line of said Section 6, and also being the East line of said City of Yuma Ordinance #O97-10, Dated 4-5-1997 a distance of 413.00 feet to a point,

Thence Easterly along a line being 30.00 feet North and parallel with the East West Mid – Section line of said Section 6 a distance of 208.00 feet to a point being 208.00 feet West of the East Section line of said Section 6,

Thence Northerly along a line being 208.00 feet East and parallel with the East line of said Section 6 a distance of 207.00 feet to a point,  
 Thence Easterly along a line being 237.00 feet North and parallel with the East West Mid-Section line of said Section 6 a distance of 163.00 feet to a point also being 45.00 feet West of the East Section line of said Section 6,  
 Thence Southerly along a line being 45.00 feet West and parallel with the East Section line of said Section 6 a distance of 397.00 feet to a point on the Southeast corner of City of Yuma Ordinance #O2005-57, Dated 9-3-2005,  
 Thence Easterly along a line parallel with the East West Mid-Section line of said Section 6 a distance of 45.00 feet to a point on the East line of said Section 6,  
 Thence continuing Easterly along a line parallel with the East West Mid-Section line of said Section 5 a distance of 33.00 feet to a point on the West line of City of Yuma Ordinance #O1518, Dated 9-20-1976,  
 Thence Northerly along a line 33.00 feet East and parallel with the West line of said Section 5 a distance of 160.00 feet to a point on the East West Mid-Section line and the Northwest corner of City of Yuma Ordinance #O1518, Dated 9-20-1976 also being the **True Point of Beginning**.

Containing 178,596 square feet or 4.1 acres, more or less.

In addition to the above description, any and all county rights-of-way and roadways with no taxable value that are within or contiguous to the exterior boundaries of the proposed annexation are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

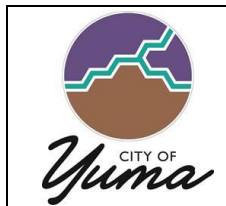
The City Council may determine the exact boundary of said territory to be annexed; provided, however, that said annexation area lies wholly within the above described area, and provided further, that the provisions of Section 9-471, Arizona Revised Statutes, are fully observed and complied with.

DATE	SIGNATURE	MAILING ADDRESS	PARCEL ID/ LEGAL DESCRIPTION

(Legal description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)

Print Name of Signatory above: \_\_\_\_\_

Property Owner:



**ATTACHMENT A**  
**STAFF RESEARCH – ANNEXATION**  
**CASE #: ANEX-40532-2022**  
**CASE PLANNER: JENNIFER ALBERS**

**I. PROJECT DATA**

Project Location:	Northwest corner Avenue B & 28 <sup>th</sup> Street											
Parcel Number(s):	664-12-101, 664-12-100, 694-12-098 and 694-13-001 (part)											
Parcel Size(s):	.9 acres, .9 acres, 1 acre and .2 acres											
Total Acreage:	4.1											
Proposed Dwelling Units:	Maximum:	25	Minimum:	13								
Address:	2774 S. Avenue B											
Applicant:	MAHA LLC and Somerton Farming Company											
Applicant's Agent:	Yamen Al Alou and Jim D. Smith											
Land Use Conformity Matrix:	Current Zoning District Conforms:				Yes	X	No	X				
Zoning Overlay:	Public		AO		Auto		B&B		Historic		None	X
	Airport		Noise Contours	65-70		70-75		75+		APZ1		APZ2
												CLEAR ZONE
	<b>Existing Zoning</b>				<b>Existing General Plan Designation</b>				<b>Existing Land Use</b>			
<b>Site</b>	County Limited Commercial (C-1) and County Rural Area – 40 acres (RA-40)				Mixed Use				Storage, Tire repairs and sales and vacant			
<b>North</b>	Limited Commercial (B-1)				Mixed Use				Undeveloped			
<b>South</b>	Agriculture (AG) and Transitional (TR)				Mixed Use				Offices			
<b>East</b>	Agriculture (AG) with Public Overlay (P)				Public/Quasi-Public				County offices			
<b>West</b>	Low Density Residential (R-1-6)				Low Density Residential				Single family homes			
Prior Cases or Related Actions:												
<u>Type</u>		<u>Conforms</u>			<u>Cases, Actions or Agreements</u>							
Pre-Annexation Agreement		Yes		No	N/A							
Annexation		Yes		No	N/A							
General Plan Amendment		Yes	X	No	GP2004-12 Low Density to Mixed Use 4/20/05							
Development Agreement		Yes		No	N/A							
Pre-Development Meeting		Yes		No	N/A							
Enforcement Actions		Yes		No	N/A							
Land Division Status:		Legal Lots of Record (entire parcels)										
Irrigation District:		YCWUA										
Adjacent Irrigation Canals & Drains:		Thacker Canal										
Water Conversion: (5.83 ac ft/acre)		23.9 Acre Feet a Year										
Water Conversion Agreement Required		Yes	X	No								

**II. CITY OF YUMA GENERAL PLAN**

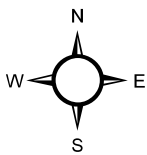
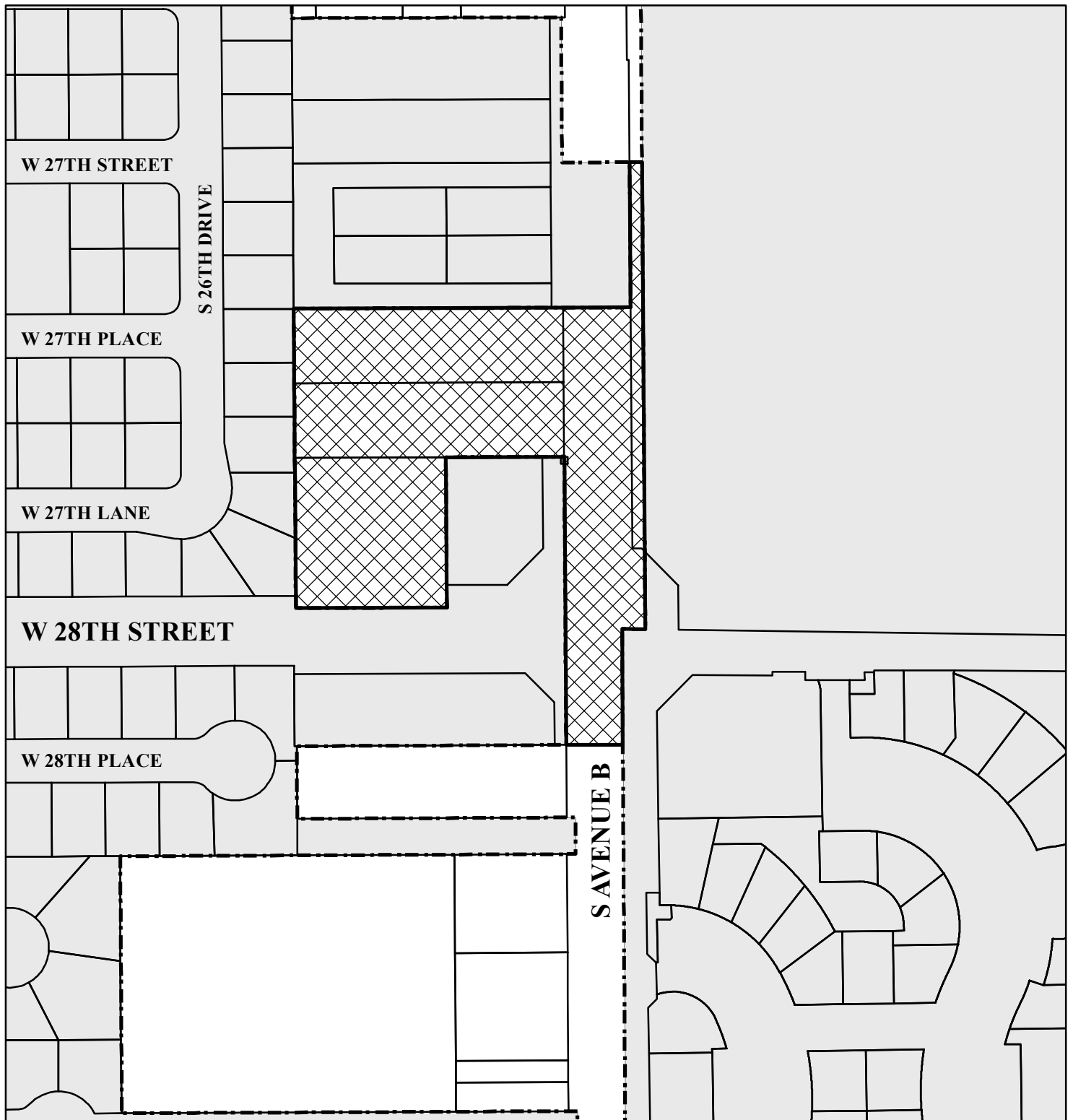
<b>Land Use Element:</b>												
Land Use Designation:		Mixed Use										
Noise Contour:		NA		Overlay/Specific Area:		N/A						
Issues:												
Historic District:	Brinley Avenue		Century Heights		Main Street		None	X				
Historic Buildings on Site:	Yes		No	X								
<b>Transportation Element:</b>												

FACILITY PLANS													
Transportation Master Plan				Planned				Existing					
Avenue B – Minor Arterial				50 Foot HW				47 Foot HW					
Median Covenant				Required									
Gateway Route		Scenic Route		Hazardous Cargo Route			Truck Route			X			
Bicycle Facilities Master Plan				Future Avenue B Bike Lanes									
YCAT Transit System				28 <sup>th</sup> Street and 23 <sup>rd</sup> Avenue: Purple Route 6A									
Issues:													
Parks, Recreation and Open Space Element:													
Parks and Recreation Facility Plan													
Neighborhood Park:		Existing: Ponderosa Park				Future: Ponderosa Park							
Community Park		Existing: Yuma Valley Park				Future: Yuma Valley Park							
Linear Park:		Existing: East Main Canal Linear Park				Future: Thacker Lateral							
Issues:													
Housing Element:													
Special Need Household:		N/A											
Issues:													
Redevelopment Element:													
Planned Redevelopment Area:		N/A											
Adopted Redevelopment Plan:		North End:				Carver Park:				None:		X	
Conforms:		Yes				No				N/A			
Conservation, Energy & Environmental Element:													
Impact on Air or Water Resources		Yes				No		X					
Renewable Energy Source		Yes				No		X					
Public Services Element:													
<b>Population Impacts</b> Population projection per 2016-2020 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; Water Demand-2020 Conservation Plan 207 gallons per day per person; Wastewater generation: 70 gallons per day per person				<b>Dwellings &amp; Type</b>		<b>Projected</b>		<b>Police</b>		<b>Water</b>		<b>Wastewater</b>	
				<i>2-4 Units</i>		<b>Population</b>		<b>Impact</b>		<b>Consumption</b>		<b>Generation</b>	
				Maximum	Per Unit			<b>Officers</b>		<b>GPD</b>	<b>AF</b>	<b>GPD</b>	
				25	2.5	63		0.12		12,938	21.0	4,375	
				Minimum									
Fire Facilities Plan:		Existing: Fire Station No. 4				Future: Yuma Fire Station C							
Water Facility Plan:		Source:		City		X		Private		Connection:		Avenue B - 12" AC	
Sewer Facility Plan:		Treatment:		City				Septic		X		Private	
Issues:		Utility extensions required to the site, currently on septic system.											
Safety Element:													
Flood Plain Designation		500 Year Flood Zone				Liquefaction Hazard Area:		Yes		X		No	
Issues:													
Growth Area Element:													
Growth Area:		Araby Rd & Interstate 8				Arizona Ave & 16 <sup>th</sup> St				Avenue B & 32 <sup>nd</sup> St.		X	
		North End				Pacific Ave & 8 <sup>th</sup> St				Estancia			
Issues:													



## Aerial







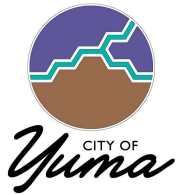
## Annexation Map Produced Pursuant to A.R.S. §9-471

NOT TO SCALE  
COMMUNITY PLANNING AND  
NEIGHBORHOOD SERVICES GIS

**City of Yuma, Arizona**  
**Annexation Area No. 040532-2022**

 City of Yuma  
 Annexation Area

The City of Yuma shall maintain the rights-of-way and roadways that are within the annexation boundaries. Yuma County shall maintain the rights-of-way and roadways that are contiguous to and outside the annexation boundaries.



# City of Yuma

## City Council Report

File #: R2022-045

Agenda Date: 11/16/2022

Agenda #: 2.

DEPARTMENT:	STRATEGIC OUTCOMES	ACTION
Planning & Neighborhood Svc	<input checked="" type="checkbox"/> Safe & Prosperous	<input type="checkbox"/> Motion
	<input type="checkbox"/> Active & Appealing	<input checked="" type="checkbox"/> Resolution
	<input 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 checked="" type="checkbox"/> Public Hearing

### TITLE:

**Major General Plan Amendment: Windhaven RV Park**

### SUMMARY RECOMMENDATION:

Hold a Public Hearing and adopt a resolution to amend the City of Yuma General Plan to change the land use designation from Commercial to High Density Residential for properties located at 6580 and 6620 E. 32<sup>nd</sup> Street. The applicant is E.M. Capital Inc. (GP-40072-2022) (Planning and Neighborhood Services) (Alyssa Linville)

### STRATEGIC OUTCOME:

The proposed General Plan Amendment will provide additional housing opportunities, furthering the City Council's strategic outcomes of Safe and Prosperous and Respected and Responsible.

### REPORT:

This is a Major General Plan Amendment request by Edward Matti on behalf of E.M. Capital Inc., to change the land use designation from Commercial to High Density Residential for approximately 9.2 acres, for the properties located at 6580 and 6620 E. 32<sup>nd</sup> Street.

The existing Commercial land use designation supports the following types of zoning: Transitional (TR), Planned Shopping Center (PSC), Limited Commercial (B-1), General Commercial (B-2), and Business Park (BP) 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 Home Park (MHP) districts.

The proposed land use designation would allow the applicant to pursue a rezoning that would support the existing RV and Mobile Home Park use.

The City of Yuma 2012 General Plan is currently in effect. The City of Yuma 2022 General Plan was adopted by City Council on April 6<sup>th</sup>, 2022 and has been referred to the voters for ratification on November 8<sup>th</sup>, 2022. This action will amend both the existing 2012 General Plan and 2022 General Plan.

### Planning and Zoning Commission's Recommendation:

On October 10<sup>th</sup> 2022, the Planning and Zoning Commission voted to recommend APPROVAL (5-0, with two

absences) of the General Plan amendment request to change the land use designation from Commercial to High Density Residential. As required by state statute, the City of Yuma Planning and Zoning Commission held an earlier public hearing on this item on September 12<sup>th</sup>, 2022, in order to take additional public comment.

**Public Comments - Excerpt from Planning and Zoning Commission Minutes (9/12/22):**

None

**Public Comments - Excerpt from Planning and Zoning Commission Minutes (10/10/22):**

None

**FISCAL REQUIREMENTS:**

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

**FISCAL IMPACT STATEMENT:**

NONE

**ADDITIONAL INFORMATION:**

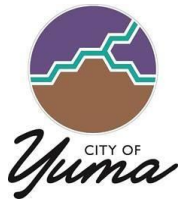
SUPPORTING DOCUMENTS NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT ARE ON FILE IN THE OFFICE OF THE CITY CLERK:

NONE

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

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

Acting City Administrator: John D. Simonton	Date: 11/04/2022
Reviewed by City Attorney: Richard W. Files	Date: 11/03/2022



**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION  
DEPARTMENT OF PLANNING AND NEIGHBORHOOD SERVICES  
COMMUNITY PLANNING  
CASE TYPE – GENERAL PLAN AMENDMENT  
Case Planner: Erika Peterson**

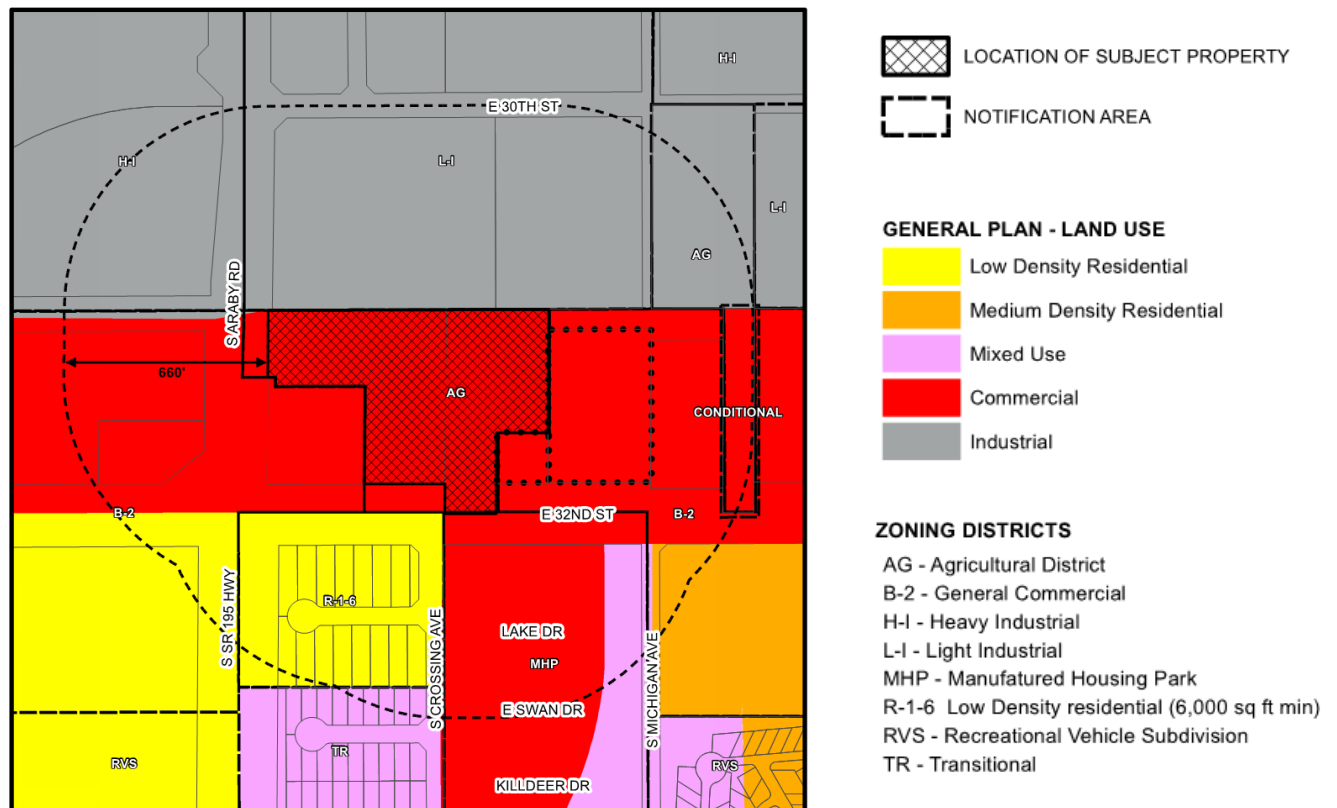
**Hearing Date:** October 10, 2022

**Case Number:** GP-40072-2022

**Project Description/Location:** This is a Major General Plan Amendment request by Edward Matti on behalf of E.M. Capital Inc., to change the land use designation from Commercial to High Density Residential for approximately 9.2 acres, for the properties located at 6580 and 6620 E. 32<sup>nd</sup> Street.

	Existing Zoning	Use(s) on-site	General Plan Designation
<b>Site</b>	Agriculture (AG)	RV and Mobile Home Park	Commercial
<b>North</b>	Light Industrial (L-I)	Tractor Dealer	Industrial
<b>South</b>	Low Density Residential/Manufactured Home Park/General Commercial (R-1-6/MHP/B-2)	Single-family homes/Manufactured Home Park/Auto Sales	Low Density Residential/Mixed Use/Commercial
<b>East</b>	General Commercial (B-2)	Self-Storage Facility	Commercial
<b>West</b>	General Commercial (B-2)	Gas Station/Undeveloped	Commercial

**Location Map**



**Public Comment September 12, 2022 Public Hearing:** None

**Prior site actions:** Annexation Ordinance O99-29, July 3, 1999

**Staff Recommendation:** Staff recommends the Planning and Zoning Commission APPROVE the request to change the land use designation for approximately 9.2 acres from Commercial to High Density Residential.

**Suggested Motion:** Move to APPROVE the request to change the land use designation for 9.2 acres from Commercial to High Density Residential.

**Staff Analysis:** This is a Major General Plan Amendment request by Edward Matti on behalf of E.M. Capital Inc., to change the land use designation from Commercial to High Density Residential for approximately 9.2 acres, for the properties located at 6580 and 6620 E. 32<sup>nd</sup> Street.

The existing Commercial land use designation supports the following types of zoning: Transitional (TR), Old Town (OT), Planned Shopping Center (PSC), Limited Commercial (B-1), General Commercial (B-2), and Business Park (BP) 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 Home Park (MHP) districts.

The proposed land use designation would allow the applicant to pursue a rezoning that would support the existing RV and Mobile Home Park use.

**Density**

The current land use designation of Commercial would allow the existing non-conforming RV and Mobile Home Park of 116 spaces to continue.

The proposed High Density Residential land use designation would allow from 120 to 166 dwelling units.

**Population**

Information from the 2016-2020 American Community Survey provides data on population by housing unit type. The information results in an average household size for RV/Mobile homes of 1.8 persons per dwelling in the City of Yuma. Comparing the densities allowed within the General Plan, the potential persons expected are:

- Commercial:  
Existing 116 spaces – Expected population: 209
- High Density Residential:  
Minimum 120 homes – Expected population: 216  
Maximum 166 homes – Expected population: 299

The 2010 Census identified that 20% of the population within the City of Yuma was between 5 and 17 years of age. Therefore, the expected school-age population is estimated at:

- Commercial:  
Expected population: 209 – School Age: 42
- High Density Residential:  
Minimum expected population: 216 – School Age: 43



Maximum expected population: 299 – School Age: 60

#### Transportation

The property is located north of 32<sup>nd</sup> Street. Roadways to and from the site are existing and fully developed. Access to the property will be from 32<sup>nd</sup> Street, a Principal Arterial, with connections to Araby Road and SR-195 Highway to the west, and Avenue 7E to the east.

According to the City of Yuma Transportation Master Plan, 32<sup>nd</sup> Street operates at a Level of Service (LOS) of C or above, meaning that there are stable conditions with movements somewhat restricted due to higher volumes but not objectionable to motorists. The Yuma Metropolitan Planning Organization identifies average annual daily traffic counts for 2021 as 18,605 vehicles on 32<sup>nd</sup> Street near the Araby Road intersection. 32<sup>nd</sup> Street is currently a 4-lane roadway and is identified in the Transportation Master Plan as a Principal Arterial.

#### Housing

The Housing Element of the City of Yuma 2012 General Plan addresses the need to provide safe, decent, sanitary, and affordable housing for all residents. And specifically Objective 1.3 notes 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 General Plan amendment request is to provide a housing choice other than Low Density Residential single-family homes, which is the predominant housing option in the City of Yuma.

#### Public Services

It is a requirement of State Statute for a General Plan to identify public schools and other public buildings. The City of Yuma General Plan Public Services Element identifies the location of public/charter schools within the 3 school districts in the General Plan area. The request is located within the district 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 Desert Mesa Elementary School located at 2350 S. Avenue 7 ½ E. Junior high school students are within the boundary of Castle Dome Middle School at 2353 S. Otondo Drive.

According to the Yuma Union High School District, the high school students are within the boundary of Gila Ridge High School located at 7150 E. 24<sup>th</sup> Street.

### **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
32 <sup>nd</sup> Street - Principal Arterial	80 Foot HW	100 Foot HW
Median Disclosure	Required	

**2. Does the proposed amendment impact any of the facility plans?**

No The change in land use will not significantly impact any of the facilities plans.

**3. Is the proposed amendment in conflict with Council's prior actions?**

No No prior Council actions have occurred for this site.

**Scheduled Public Hearings:**

<input checked="" type="checkbox"/>	City of Yuma Planning and Zoning Commission: September 12, 2022
<input checked="" type="checkbox"/>	City of Yuma Planning and Zoning Commission: October 10, 2022
<input type="checkbox"/>	City of Yuma City Council: November 16, 2022

**Public Comments Received:**

None Received

**Agency Comments:**

See Attachment A

**Neighborhood Meeting Comments:**

None Received

**Final staff report delivered to applicant on:**

9/28/2022

<input type="checkbox"/>	Applicant agreed with staff's recommendation:
<input type="checkbox"/>	Applicant did not agree with staff's recommendation:
<input checked="" type="checkbox"/>	If the Planner is unable to make contact with the applicant – The report has been emailed to applicant and a response has not been received.

**Attachments**

A	B	C	D
Agency Comments	Staff Worksheet	Neighbor Notification List	Aerial Photo

**Prepared By:**

Erika Peterson

**Date:**

9/28/2022

Erika Peterson  
Associate Planner

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

**Reviewed By:**

Jennifer L. Albers

**Date:**

9/28/22

Jennifer L. Albers, AICP  
Principal Planner

**Approved By:**

Alyssa Linville

**Date:**

09/2/2022

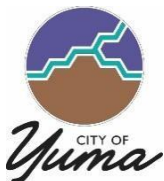
Alyssa Linville,  
Assistant Director Community Development



**ATTACHMENT A  
AGENCY COMMENTS**

DATE:	6/28/2022	NAME:	Isabell Garcia	TITLE:	Development TES
AGENCY:	ADOT Southwest District			PHONE:	(928)317-2159
<i>Enter comments below:</i>					
At the appropriate time in the process, the ADOT Southwest District would like the opportunity to review and comment on a Traffic Impact Analysis (TIA). Thank you.					

**ATTACHMENT B  
STAFF WORKSHEET**

	<b>STAFF RESEARCH – GENERAL PLAN AMENDMENT</b>  <b>CASE #: GP-40072-2022</b> <b>CASE PLANNER: ERIKA PETERSON</b>
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**I. PROJECT DATA**

Project Location:	6580 & 6620 E. 32 <sup>nd</sup> Street					
Parcel Number(s):	698-27-004, 698-27-005					
Parcel Size(s):	9.2 acres					
Total Acreage:	9.2					
Proposed Dwelling Units:	Maximum:	166	Minimum:	120		
Address:	6580 & 6620 E. 32 <sup>nd</sup> Street					
Applicant:	E.M. Capital, Inc.					
Applicant's Agent:	Edward Matti					
Land Use Conformity Matrix:	Current Zoning District Conforms:			Yes	No	X
Zoning Overlay:	Public	AO	Auto	B&B	Historic	None

Airport	Noise Contours	65-70	70-75	75+	APZ1	APZ2	CLEAR ZONE
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	Existing Zoning	Current Use	General Plan Designation
<b>Site</b>	Agriculture (AG)	RV and Mobile Home Park	Commercial
<b>North</b>	Light Industrial (L-I)	Tractor Dealer	Industrial
<b>South</b>	Low Density Residential/Manufactured Home Park/General Commercial (R-1-6/MHP/B-2)	Single-family homes/Manufactured Home Park/Auto Sales	Low Density Residential/Mixed Use/Commercial
<b>East</b>	General Commercial (B-2)	Self-Storage Facility	Commercial
<b>West</b>	General Commercial (B-2)	Gas Station/Undeveloped	Commercial

Prior Cases or Related Actions:				
Type	Conforms			Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	N/A
Annexation	Yes		No	O99-29 adopted 7-3-1999
General Plan Amendment	Yes		No	N/A
Development Agreement	Yes		No	N/A
Rezone	Yes		No	N/A
Subdivision	Yes		No	N/A
Conditional Use Permit	Yes		No	N/A
Pre-Development Meeting	Yes	X	No	Date: 10/5/2021
Enforcement Actions	Yes		No	N/A

Land Division Status:	Legal lot of record (entire parcel)					
Irrigation District:	YMIDD					
Adjacent Irrigation Canals & Drains:	B Canal					
Water Conversion: (5.83 ac ft/acre)	53.630 Acre Feet a Year					
Water Conversion Agreement Required	Yes		No	X		

## II. CITY OF YUMA GENERAL PLAN

### Land Use Element:

Land Use Designation:		Commercial										
Noise Contour:		N/A		Overlay/Specific Area:			N/A					
Issues:												
Historic District:	Brinley Avenue		Century Heights				Main Street			None	X	
Historic Buildings on Site:	Yes		No	X								

### Transportation Element:

#### FACILITY PLANS

Transportation Master Plan				Planned				Existing			
32 <sup>nd</sup> Street – Principal Arterial				80 Foot HW				100 Foot HW			
Median Covenant				Required							
Gateway Route			Scenic Route			Hazardous Cargo Route				Truck Route	X
Bicycle Facilities Master Plan				32 <sup>nd</sup> Street Bike Path							
YCAT Transit System				Orange Route 2							
Issues:											

### Parks, Recreation and Open Space Element:

Parks and Recreation Facility Plan			
Neighborhood Park:	Existing: Terraces Park	Future: Terraces Park	
Community Park:	Existing: Smucker Memorial Park	Future: South Mesa Community Park	
Linear Park:	Existing: East Main Canal Linear Park	Future: B Canal	
Issues:			

### Housing Element:

Special Need Household:	N/A
Issues:	

### Redevelopment Element:

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

### Conservation, Energy & Environmental Element:

Impact on Air or Water Resources	Yes	No	X
Renewable Energy Source	Yes	No	X

### Public Services Element:

<b>Population Impacts</b> Population projection per 2016-2020 American Community Survey Police Impact Standard: 1 officer for every 530 citizens; Water Demand-2020 Conservation Plan 207 gallons per day per person; Wastewater generation: 70 gallons per day per person	<b>Dwellings &amp; Type</b> <i>RV/Mobile</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>	
	166		1.8	299	0.56	61,852	69.3	20,916	
	Minimum								
	120		1.8	216	0.41	44,712	50.1	15,120	
<b>Fire Facilities Plan:</b>		Existing: Fire Station No. 5					Future: Yuma Fire Station No. 7		
<b>Water Facility Plan:</b>		<b>Source:</b>	<b>City</b>	<b>X</b>	<b>Private</b>		<b>Connection:</b>	32 <sup>nd</sup> Street- 8" PVC	
<b>Sewer Facility Plan:</b>		<b>Treatment:</b>	<b>City</b>		<b>Septic</b>	<b>X</b>	<b>Private</b>		
<b>Issues:</b>		Utility extensions required to the site, currently on septic system.							

### Safety Element:

Flood Plain Designation:	500 Year Flood Zone		Liquefaction Hazard Area:	Yes	No	X
Issues:						

**Growth Area Element:**

Growth Area:	Araby Rd & Interstate 8		X	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		
Issues:										

## NOTIFICATION

- Legal Ad Published: The Sun 8/27/2022
- Display Ad Published: 8/27/22
- 660' Vicinity Mailing: 6/28/21
- 54 Commenting/Reviewing Agencies noticed: 6/22/22
- Site Posted: 7/18/2022
- Neighborhood Meeting: 7/26/2022
- Hearing Dates: 9/12/22 & 10/10/22
- Comments Due: 8/23/22

<b>External List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
Yuma Metropolitan Planning Organization	NR			
(ARS) Yuma County Engineering	NR			
Yuma County Flood Control District	NR			
Yuma County Planning & Zoning (ARS)	NR			
Yuma County Public Works	NR			
Yuma County Airport Authority	YES	6/27/2022	X	
Yuma County Chamber of Commerce	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	YES	6/28/2022		X
Arizona Fish & Game 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)	YES	6/23/2022	X	
MCAS / C P & L Office (ARS)	NR			
USDA – NRCS	NR			
Bureau of Land Management (ARS)	NR			
US Border Patrol	NR			
US Postal Service	NR			
Quechan Tribal Office	NR			
Cocopah Indian Tribe	NR			
Yuma County Water Users Association	YES	6/24/2022	X	
Yuma Irrigation District	NR			
Yuma Mesa Irrigation Drainage District	NR			
Unit B Irrigation District	NR			
Yuma County Association of Realtor's	NR			
Yuma County Contractor's Association	NR			
AZ Society of Military Engineers (ASME)	NR			
AZ Society of Civil Engineers (ASCE)	NR			

AZ Society of Professional Engineers (ASPE)	NR			
El Paso Natural Gas Co.	NR			
Western Area Power Administration	YES	7/6/2022	X	
USAG Yuma Proving Ground	YES	6/23/2022	X	

<b>City of Yuma Internal List</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>
Susan Smith, Police	NR			
Rod Hamilton, Police	NR			
Parks and Rec – Admin	NR			
City Engineer	NR			
Traffic Engineer	NR			
Andrew McGarvie, Engineering	NR			
Kayla Holiman, Fire – Prevention	NR			
Randal Crist, DCD – Building Safety	NR			
Jeremiah McCall, Utilities	NR			
Joel Olea, Public Works	NR			
NR=None Received	NR			

<b>Neighborhood Meeting</b>	<b>Comments Available</b>
7/26/2022	None received.
<b>Prop. 207 Waiver</b>	
Received by Owner's signature on the application for this land use action request.	

**ATTACHMENT C**  
**NEIGHBOR NOTIFICATION LIST**

Property Owner	Mailing Address	City/State/Zip Code	
WUERTEMBURG CHASE C & KELSIE	6529 E 32ND LN	YUMA	AZ
PLESICH BRIAN & BEATRIZ	6536 E 32ND LN	YUMA	AZ
SHRIVER BRYAN S & SARAHI	6560 E 32ND LN	YUMA	CA
CARRAZCO JUAN	6570 E 33RD ST	YUMA	AZ
NELSON BLAKE G	6546 E 33RD ST	YUMA	AZ
P AND R ALMOND ORCHARDS INC ET AL	PO BOX 6407	YUMA	AZ
TONY PLAZA REAL ESTATE AZ LLC	1012 BARDEAUX OAKS	YUMA	AZ
FLEMING JOHN D & LISA A JT	3717 LAS CRUCES LN	YUMA	AZ
BOOTH D P & C A LIVING TRUST 11-25- 97	6086 E MORNING LN	YUMA	AZ
VISTA FARMS AZ LLC	13228 S AVENUE 4E	YUMA	AZ
ACOSTA EDIMELEC & JANE P FLORES	6521 E 32ND LN	YUMA	AZ
HERNANDEZ HECTOR I	6544 E 32ND LN	YUMA	AZ
SANDOVAL ROBERTO	6586 E 33RD ST	YUMA	AZ
GONZALEZ MICHAEL R & BETTINA	6554 E 33RD ST	YUMA	AZ
SALCIDO ANDRES	6576 E 32ND LN	YUMA	AZ
TPC PROPERTIES LLC	1818 GRAND CANAL BVLD STE 4	STOCKTON	CA
CIRCLE K CONVENIENCE STORES INC TX CORP	PO BOX 52085	PHOENIX	AZ
TANIMURA & ANTLE PARTNERSHIP	PO BOX 4070	SALINAS	CA
PALMS RV RESORT DEV INC AZ CORP	3400 S AVENUE 7E	YUMA	AZ
SOLAR STORAGE LLC	3967 E 41ST PL	YUMA	AZ
ELLIOTT CONSTRUCTION INC AZ CORP	340 PALLADIO PKWY STE 52	FOLSOM	CA
GUERRERO LAZARO F & DEBORAH F	6552 E 32ND LN	YUMA	AZ
WILLIAMS CLAYTON	6578 E 33RD ST	YUMA	AZ
GONZALEZ MICHAEL R & BETTINA	6554 E 33RD ST	YUMA	AZ
YEE-CHAN DEBRA ET AL	2198 GRANITE DR	ALAMO	CA
E M CAPITAL INC	6580 E 32ND ST	YUMA	AZ
ACOSTA DAVID M	6740 E 32ND ST	YUMA	AZ
M & S INVESTMENTS AZ LLC	1851 W 24TH ST STE 201	YUMA	AZ
MHC ARABY ACRES DA LLC	917 W WASHINGTON MS 316	CHICAGO	IL
YUMA CITY OF	ONE CITY PLAZA	YUMA	AZ
CORNEJO HENRY JR & CLAUDIA	6585 E 32ND LN	YUMA	AZ
OCHOA NICHOLAS & MARGARITA JT	14111 EL DOLORA WY	POWAY	CA
JASSO ROSALIE	6577 E 32ND LN	YUMA	AZ
CHAVEZ ALEXANDER JOSEPH & SARAH JESSICA	6545 E 32ND LN	YUMA	AZ
SUMMERS RICHARD M JR	6561 E 32ND LN	YUMA	AZ
WUERTEMBURG PHIL J & GABRIELE SUE	6537 E 32ND LN	YUMA	AZ

ATTACHMENT D  
Aerial Photo





## **RESOLUTION NO. R2022-045**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING RESOLUTION R2022-011, THE CITY OF YUMA 2022 GENERAL PLAN, AND AMENDING RESOLUTION R2012-29, THE CITY OF YUMA 2012 GENERAL PLAN, TO CHANGE THE LAND USE DESIGNATION FROM COMMERCIAL TO HIGH DENSITY RESIDENTIAL FOR PROPERTIES LOCATED AT 6580 AND 6620 E. 32<sup>ND</sup> STREET**

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 City of Yuma 2022 General Plan has been referred to the voters for ratification on November 8, 2022, and until that time is not in full effect; and,

WHEREAS, the General Plan of the City of Yuma currently in effect was adopted in 2012 by Resolution R2012-29, approved by the voters on November 6, 2012, and is the current General Plan for the City of Yuma; and,

WHEREAS, this resolution amends both the current 2012 General Plan and if ratified by the voters on November 8, 2022, the 2022 General Plan which will then be in effect; 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 public hearings on September 12, 2022 and October 10, 2022 for General Plan Amendment Case No. GP-40072-2022, 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 August 27, 2022, and September 24, 2022; and,

WHEREAS, as the community grows and prospers, it may be necessary to amend the General Plan to reflect development trends and opportunities; and,

WHEREAS, the proposed General Plan Amendment meets the goals and objectives of the General Plan, and retains an adequate mixture and balance of land uses.

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

SECTION 1: Resolution R2022-011, the City of Yuma 2022 General Plan, is amended to change the land use designation of the real property depicted with crosshatching in Exhibit A, attached and by this reference made a part of this Resolution, from Commercial to High Density Residential.

SECTION 2: Resolution R2012-29, the City of Yuma 2012 General Plan, is amended to change the land use designation of the real property depicted with crosshatching in Exhibit A, attached and by this reference made a part of this Resolution, from Commercial to High Density Residential.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

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

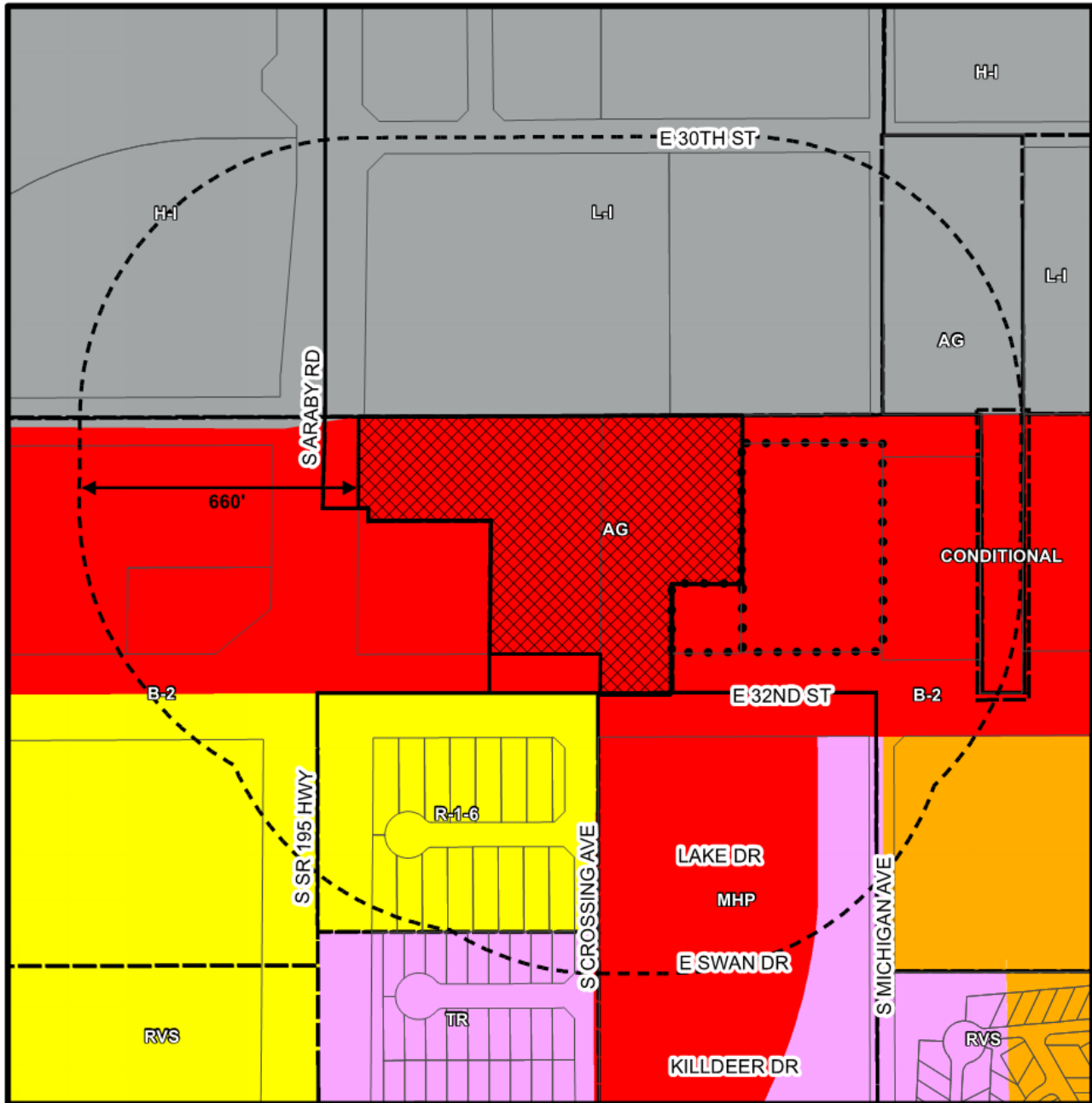
ATTESTED:

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

APPROVED AS TO FORM:

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

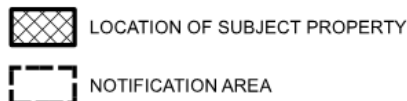
# Exhibit A



## GENERAL PLAN - LAND USE



## LOCATION MAP



## ZONING DISTRICTS

AG - Agricultural District  
 B-2 - General Commercial  
 H-I - Heavy Industrial  
 L-I - Light Industrial  
 MHP - Manufactured Housing Park  
 R-1-6 Low Density residential (6,000 sq ft min)  
 RVS - Recreational Vehicle Subdivision  
 TR - Transitional



Prepared by: KB

Checked by:



Date: 06-17-22

Revised:

Revised:

Case #:

GP-040072-2022