



**CITY OF YUMA
REGULAR CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, SEPTEMBER 17, 2014
5:30 P.M.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL for submission of Speaker Request Forms for agenda related items.

PRESENTATIONS

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):

8. 1. Special Worksession/Budget Meeting April 30, 2014

- 23. 2. Special Worksession/Roundtable May 14, 2014
- 28. 3. Citizen Forum July 15, 2014
- 29. 4. Special City Council Meeting July 31, 2014
- 30. 5. Citizen's Forum August 5, 2014

B. Approval of Staff Recommendations:

Page Item

- 1. 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)

- 31. 2. **Liquor License: Estrellita Mexican Restaurant**

Approve a New License #12 Restaurant, Liquor License application, submitted by Placido Lopez, agent for Estrellita Mexican Restaurant, located at 2100 S. 4th Avenue, Yuma, Arizona. (LL14-20) (City Administration/City Clerk) (Lynda L. Bushong)

- 33. 3. **Special Event Liquor License: Yuma Visitors Bureau - Rio de Cerveza**

Approve a Special Event Liquor License application submitted by Clyde Robert Nidiffer, on behalf of the Yuma Visitors Bureau, for the Rio de Cerveza event. The event will be held at the Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 1, 2014 from 12:00 p.m. to 5:00 p.m. (SP14-20) (City Administration/City Clerk) (Lynda L. Bushong)

- 35. 4. **Off-Track Betting License: Turf Paradise at The Mine Shaft**

Approve a request submitted by David Johnson, Vice President of Turf Paradise, for an Off-Track Betting License at The Mine Shaft, located at 3905 S. 4th Avenue, with a term to expire May 31, 2015, to coincide with the term of Turf Paradise's State license. The owners of The Mine Shaft have expressed their support for the Off-Track Betting operation. (OTB14-01) (City Administration/City Clerk) (Lynda L. Bushong)

37. 5. Bid Rejection: Madison Avenue Improvements

Reject all bids for Madison Avenue Improvements. (City Engineering - Bid# 2015-20000013) (Kevin Eatherly)

39. 6. Request for Qualifications (RFQ): Geotechnical and Materials Testing and Other Related Consultant Services.

Authorize City Administrator to negotiate and execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, for Geotechnical and Materials Testing and Other Related Consultant Services with the following firms:

- 1) EDAIS Engineering, Inc. Yuma, Arizona
- 2) Geotechnical Testing Services, Inc., Yuma, Arizona
- 3) Kleinfelder Tempe, Arizona
- 4) Nicklaus Engineering, Inc. Yuma, Arizona

(City Engineering - RFQ #2015-20000012) (Kevin Eatherly)

41. 7. Grant Award: Governor's Office of Highway Safety - Occupant Protection Program

Authorize the City Administrator and City Staff to execute contracts with the Arizona Governor's Office of Highway Safety for highway safety projects in accordance with Federal Fiscal Year 2015 Highway Safety Plan. (Police/Patrol) (John Lekan)

44. 8. Grant Award: Governor's Office of Highway Safety - Selective Traffic Enforcement Overtime

Authorize the City Administrator and City Staff to execute contracts with the Arizona Governor's Office of Highway Safety for highway safety projects in accordance with Federal Fiscal Year 2015 Highway Safety Plan. (Police/Patrol) (John Lekan)

47. 9. Intergovernmental Agreement: Yuma County Intergovernmental Public Transportation Authority

Approve an Intergovernmental Agreement to provide Information Technology Services to Yuma County Intergovernmental Public Transportation Authority. (Information Technology Services/Administration) (Jim Hamersley)

57. 10. Notice of Intention to Adjust Water and Wastewater Utility Rates and Fees

Approve the Notice of Intention pursuant to Arizona Revised Statutes § 9-511.01, to adjust (increase) water and wastewater utility rates and fees.
(Utilities/Administration) (Jay Simonton)

SUGGESTED MOTION: To approve the MOTION CONSENT AGENDA as recommended:

M/_____ **S/**_____ **VV/**_____

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.

60. A. Resolution R2014-31 Real Property Exchange and Development Agreement: Runyan Enterprises LLC

Authorize a real property exchange and development agreement with Runyan Enterprises for property located at the Northeast corner of 32nd Street and Avenue A. (City Administration) (Ricky Rinehart)

97. B. Resolution R2014-32 Development Fee Deferral: Basera Holdings, LLC

Approve a Development Agreement request with Basera Holdings, LLC, permitting the deferral of City of Yuma Development Fees and water and sewer capacity charges for properties in Basera Subdivision. (Public Works/City Engineering) (Joshua Scott /Joel Olea)

SUGGESTED MOTION: To adopt the RESOLUTION CONSENT AGENDA as recommended:

M/_____ **S/**_____ **RV/**_____

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.

106. A. Ordinance O2014-27 Declaration of Surplus and Authorization of Transfer of Land: Arizona Department of Veteran's Services

Declare certain property at the southeast corner of Avenue 6E and the 34th Street alignment as surplus and authorize conveyance of the property to the State of Arizona, Department of Veterans' Services, which will automatically revert to the City if certain conditions are not met. (City Administration) (Ricky Rinehart)

SUGGESTED MOTION: To adopt the ORDINANCES CONSENT AGENDA as recommended:

M/ _____ **S/** _____ **RV/** _____

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.

113. A. Ordinance O2014-29 Zoning Code Text Amendment: Accessory Structures

Amend the City of Yuma Zoning Code to add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts. (ZONE-6490-2014). (Community Development/Community Planning) (Laurie L. Lineberry)

V. PUBLIC HEARINGS & RELATED ACTIONS

There are no public hearings scheduled at this time.

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:
 - Planning & Zoning Commission: One appointment expiring 1/31/2017
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 September 4, 2014 through September 17, 2014. 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. NOTIFICATION TO MAYOR AND COUNCIL

Pursuant to the Yuma City Charter and Arizona Revised Statutes, the City Clerk will give Mayor and Council formal notification of the petition verification related to Referendum REF2014-03 / Resolution R2014-23: General Plan Amendment: B-8 Yuma, L.L.C., filed on behalf of the Political Action Committee No Wal Mart on 8th Street.

IX. 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.

X. EXECUTIVE SESSION

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

There are no items scheduled at this time.

ADJOURNMENT

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

MINUTES
SPECIAL WORKSESSION/BUDGET MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CONFERENCE ROOM 190, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
April 30, 2014
5:30 p.m.

CALL TO ORDER

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

Councilmembers Present: Wright, Knight, McClendon, Thomas, Craft and Mayor Nicholls
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Police Chief, John Lekan
Fire Chief, Jack McArthur
Director of Public Works, Joel Olea
Utilities Director, Jay Simonton
Neighborhood Services Manager, Brant Hanson
Director of Parks and Recreation, Debbie Wendt
Municipal Court Administrator, Mary Angela Graddy
Finance Director, Pat Wicks
Various Department Heads or their representative
City Attorney, Steven W. Moore
City Clerk, Lynda L. Bushong

I. CITY OF YUMA 2013-2014 AND 2014-2015 BUDGETS

Lekan presented the **YUMA POLICE DEPARTMENT (YPD)** 2014-2015 budget:

Police Department – By Classification:

Classification	2013-2014 Budget	2013-2014 Estimate	2015-2015 Request	% Change
Personal Services	20,841,071	21,468,816	21,642,068	3.84 %
Operating	3,828,207	3,867,510	6,472,495	69.1 %
Capital Outlay	510,000	439,570	194,350	(61.9)%
TOTAL	25,179,278	25,775,896	28,308,913	12.4%

- YPD’s 2014-2015 budget is \$28.3 million.
- The 69.1% change represents contingency money added to the budget giving YPD budget authority to apply for grants.

Police Department – By Fund:

	2013-2014 Budget	2013-2014 Estimate	2015-2015 Request	% Change
General Fund	23,175,865	23,476,740	24,570,949	6.2 %
Public Safety Tax	1,094,140	972,740	468,463	(57.2)%
Grants	909,273	1,326,416	3,269,501	259.5 %
TOTAL	25,179,278	25,775,896	28,308,913	12.4 %

- The majority of the Public Safety Tax budget is used to fund the Equipment Replacement Pool (equipment over \$50,000)

Major accomplishments:

- Completed the New World System implementation including:
 - Computer Aided Dispatch (CAD)
 - Records Management System
- Revitalization of:
 - Community Policing and Problem Oriented Policing philosophy
 - YPD has relied on The Department of Justice Community Policing for funding of officers
 - 16 officers are currently funded under various grant funding through the Community Oriented Policing Office
 - Part of the program includes YPD’s commitment to revitalize the Community Policing philosophy which includes training, problem solving, community outreach and School Resource Office program
- Successful personnel recruitment for the 2013/2014 budget year.
- Successful pursuit of Federal, State, Local and private grant funding

2014-2015 Goals:

- Focus on implementation of Neighborhood School Resource Officer program
 - Place officers into elementary schools within the City of Yuma
 - Thee officers will also be responsible for the neighborhoods within those school areas to include:
 - Traffic control
 - Safe routes to school
 - Minor crimes
 - Major crimes
- Increase Communication Center staffing and initiate a quality assurance program
 - Requesting one 9-1-1 Dispatch Supervisor; one 9-1-1 Dispatcher
 - No staffing increase since 2003/2004

- Association of Public Safety Communication Center modeling tool indicated a need for a staffing increase.
 - Public Safety Communications Center is the central hub for:
 - All 9-1-1 calls (emergency and non-emergency) for police, fire, emergency medical service calls and in last several years animal control calls, as well as ambulance service and 9-1-1 wireless
 - Prior to Economic Downturn, had five supervisors; now there are four.
 - Primary purpose of one supervisor was to ensure quality assurance
- Aggressively recruit and train new personnel to keep to the authorized staffing level
 - Requesting eight police officers
 - Received a grant paying \$1 million over the course of three years. The remainder will be paid from City funds
 - Police corporal
 - Was a provisional position; now asking it to be a full-time position
 - One 9-1-1 Dispatch Supervisor and One 911 Dispatcher
 - Two custodians
- Replacement of aging safety equipment
 - Soft body armor and tactical body armor
 - Vests
 - Five-year replacement cycle
 - 68 vests expire this year
 - Requested authority of just over \$100,000 to replace body armor
 - Possibly can get some of that funded through grants
 - Tasers
 - Five-year replacement cycle
 - 40 tasers due for replacement this year at \$1,150
- Continue to seek Federal, State, Local and Private grant funding
- Wage and compensation
 - Retain already trained officers
 - Aggressively recruit and keep officers coming into the Yuma Police Department

Discussion

- YPD has lost officers through attrition based on retirement rather than to other agencies
- There is at least one eligible retirement known at this time
- There is a trade-in program on the tasers. At 5 years, the trade-in is about \$100.
- Three part-time custodian positions were converted into two full-time custodian positions
- Other agencies are starting to recruit so it is a must pay competitively to retain our officers
- The \$1 million grant program is a one-time program; YPD is required by the grant to retain the officers for one-additional year after the sunset of the three-years.

McArthur presented the **YUMA FIRE DEPARTMENT (YFD)** budget

	2013-2014 Budget	2013-2014 Estimate	2015-2015 Request	% Change
General Fund	23,175,865	23,476,740	24,570,949	6.2 %
Public Safety Tax	1,094,140	972,740	468,463	(57.2)%
Grants	909,273	1,326,416	3,269,501	259.5 %
TOTAL	25,179,278	25,775,896	28,308,913	12.4 %

- Fire Department personnel services is flat
- Operating is up representing contingency money added to the budget giving YFD budget authority to apply for grants.
- Equipment Replacement
 - Self-Contained Breathing Apparatus (SCBA)
 - Rescue Medic Unit

Major Accomplishments:

- YFD was reaccredited
- Replaced aging Fire Alerting System
- Purchased hazardous materials equipment through a \$20,000 donation from Firehouse Subs

2014-2015 Goals:

- Replacement of an ambulance
- Completion of the additional classroom at the Public Safety Training Facility
- Explore bringing internal billing in for the ambulance service in-house.
 - Currently pay about \$180,000 for the billing service
- Increase Incident Safety Officer (ISO) rating to a 1
- Transition radios to the next generation

Discussion

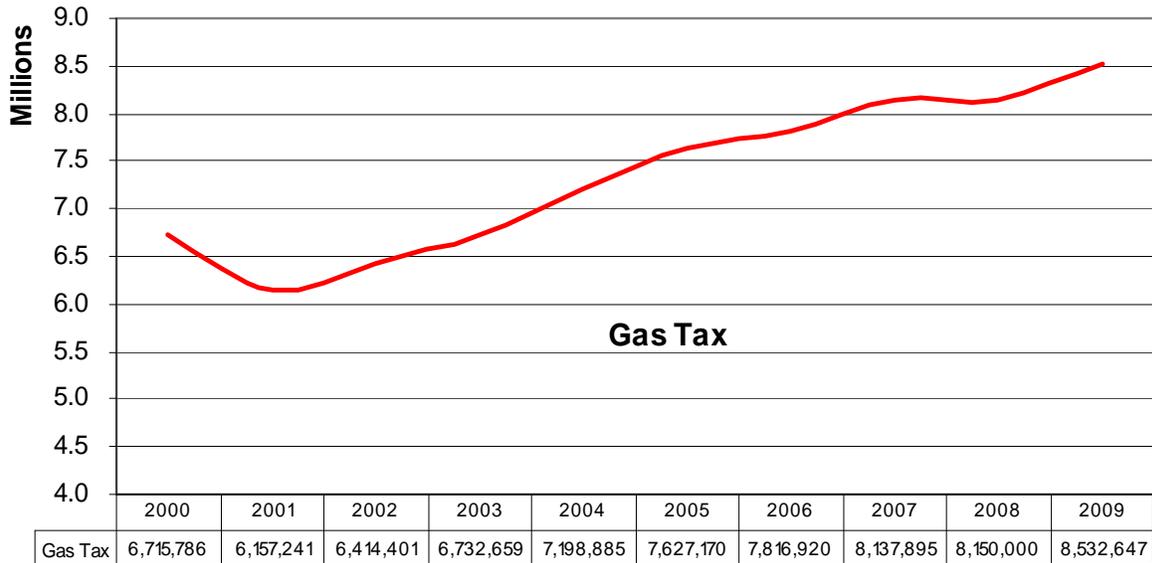
- Most Fire Fighter training is done on duty
- No Fire Fighters left employment in the past year
 - The turnover rate is about 4% due to retirements
 - Fire Fighters serve an average of 25 years
- YFD supports the changes to the Communications Center (Dispatch)

Olea presented the **PUBLIC WORKS DEPARTMENT** budget

Highway User Revenue Fund:

- The City of Yuma received as much as \$8 million in 2006-2007 at the height of the gas tax.

- The City of Yuma currently maintains \$5.8 million-\$6 million



- Road Tax consistently brings in \$10 million
 - Primarily funds Engineering
 - Also supports CIP
- Solid Waste Fund (Enterprise Fund)
 - Collected through utility billing
 - Used for curbside recycling and trash pick-up
- Public Works personnel down 7.7%
 - Due to retirements
- Capital Outlay
 - Reduced from \$1.2 million down to a little over \$400,000

Engineering Division:

- Core functions
 - Traffic Engineering
 - Infrastructure
 - Water lines
 - Storm drain lines
 - Sewer lines
 - Roadway replacement program
 - Development
 - Survey Crew
 - Construction Inspectors
 - CIP Project Managers
- Increase of five employees
 - Administrative Support
 - CIP Project Manager
 - Supervisor

- Three Project Managers
 - Not an increase in personnel; rather moving them from Administration back to Engineering
- 2014-2015 Goals
 - Update Material Construction Standards
 - Bring in new methodologies in terms of testing the types of materials used
 - Identify the Scope of Work within those construction standards
 - Involve both internal staff and the engineering and development community

Streets Division:

- Core Functions
 - Street sweeping
 - Traffic signs and markings
 - Traffic signals
 - Street lights
 - Retention basin maintenance
 - Slurry and fog seal program
 - Asphalt patching
 - Concrete repairs
- New Tasks
 - Street Light Maintenance Program
 - Taken over from APS
 - Provisional Employee hired – a retired APS Lineman
 - Sign Inventory
 - Federal Highway Administration mandated all municipalities have a sign management program specifically addressing nighttime reflectability for signs.
 - Obtained Grant in the amount of \$288,000

Fleet Services Division:

- Primary Function
 - Take care of City vehicles
 - Also maintains a fueling station that provides fuel to City vehicles
 - Underground storage tanks (fiberglass) are 29 years old
 - Will need to be replaced at 30 year mark
 - Looking into public/private partnership with local fuel vendors
 - Replacement may save money in insurance premiums as well
- Will maintain current personnel
 - 17 fleet services employees
- New Fleet Facility
 - Placed in CIP for Fiscal Year 2017
 - Trying to time building of new facility with the fuel tank replacement mentioned above

- Current Fleet facility is 49 years old
 - Originally built to manage 150 vehicles
 - Currently managing over 800 vehicles citywide
 - It is an outdoor facility
 - Challenge to keep cool in summer months

Solid Waste Division:

- Primary Function
 - Residential Collections
 - One trash and one curbside recycling per week
 - Two recycling drop-off sites provided within the community
 - Both sites serviced five days a week
 - Household Hazardous Waste (quarterly)
 - Neighborhood Clean-Up (Annually)
 - Service 21,000 customers weekly
 - Also supplies container repair and delivery program
- Will maintain current personnel
 - 13 solid waste employees
- 2014-2015 Goals
 - Complete recycling
 - To include townhomes, condos and winter visitor co-ops.
 - Approximate 10 of 12 complexes left
 - Public School System
 - Important to start teaching the do's and don'ts of curbside recycling
 - They are the ones who will sustain the program year after year

Discussion

- In regards to recycling, the City of Yuma is on target for tipping fees. Originally it was estimated 280 tons a month; we are actually doing 320 tons a month
- The City of Yuma is receiving 10% monthly of the recyclables that are being sold. Originally it was estimated at 1400 a month; we are collection 1600 a month
- It is estimated that we are currently receiving \$2 million less than we expect to receive through HURF monies.
 - As a result, road repair remains unfunded
 - The City of Yuma continues to ask the State Legislature to restore HURF funds
 - Over the next three years, we're supposed to get back the full \$119 million taken from cities and towns
- It was determined to be a better use to utilize internal technicians to implement the Street Light Maintenance Program
- In terms of asset management, pavement replacement is there; sign management is next and Striping in the streets is to come

Simonton presented the UTILITIES DEPARTMENT budget:

	2012-2013 ACTUAL	2013-2014 BUDGET	2013-2014 ESTIMATE	2014-2015 REQUEST
WATER FUND				
Unrestricted Fund Balance July 1,	5,144,348	6,562,299	5,538,496	5,021,177
Sources:				
Estimated Revenues	21,700,971	21,240,380	21,278,684	21,233,084
Total Sources	21,700,971	21,240,380	21,278,684	21,233,084
Uses:				
Expenditures				
Personnel	4,898,329	4,811,388	4,896,973	6,040,248
Operating	6,111,198	7,622,616	6,897,481	7,462,836
Capital Outlay	109,333	28,600	6,600	40,600
Debt Service	10,338,180	10,319,887	10,319,837	7,717,787
Capital Improvements	11,469	86,000	26,000	896,000
Transfers Out:				
Radio Communication Fund	7,875	-	-	-
Debt Service Fund	62,489	63,261	62,332	63,261
Total Transfers Out	70,344	63,261	62,332	63,261
Total Uses	21,308,623	22,828,419	21,796,903	21,009,421
Unrestricted Fund Balance June 30,	5,538,496	4,974,260	5,021,177	5,244,840

	2012-2013 ACTUAL	2013-2014 BUDGET	2013-2014 ESTIMATE	2014-2015 REQUEST
WASTEWATER FUND				
Unrestricted Fund Balance July 1,	4,261,001	11,362,363	7,842,415	9,805,298
Sources:				
Estimated Revenues	14,716,303	14,403,880	14,198,070	14,200,380
Total Sources	14,716,303	14,403,880	14,198,070	14,200,380
Uses:				
Expenditures				
Personnel	3,292,901	3,648,236	3,482,711	3,937,881
Operating	6,201,079	6,233,361	6,630,979	6,268,228
Capital Outlay	9,914	236,000	236,000	236,000
Debt Service	2,361,704	2,388,338	2,388,338	2,386,344
Capital Improvements	231,383	1,143,000	807,284	2,721,600
Transfers Out:				
Radio Communication Fund	4,876	-	-	-
Improv. District #87 Debt Service	7,848	8,813	8,813	-
Debt Service Fund	24,107	24,408	24,064	24,408
Total Transfers Out	36,928	33,221	32,887	24,408
Total Uses	11,133,889	13,890,143	12,236,187	16,670,182
Unrestricted Fund Balance June 30,	7,842,415	12,105,900	9,805,298	8,435,516

- Enterprise funds
 - Does not rely on tax dollars for operations
 - Relies on fees collected for services such as water and wastewater
- Revenue
 - Estimated revenue is fairly flat
 - Operational costs, however, do not remain flat
 - Water consumption as a whole is down
- Debt Service
 - Reduced from \$10.3 million to \$7.7 million

- This is due to the ability to move some debt service out of the water fund to capacity charges that we are collecting
 - Reflection, in part, of the number of new homes being built
- Capacity Fund
 - Estimated \$4.2 million at the start of this fiscal year
 - Rate structure was set so Capacity Funds would pay a portion of the outstanding bonds
 - During end of the housing boom was the end of capacity charges
 - The amount of money is based on the capacity projects that were built from the bonds sold in 2007
- Wastewater Fund
 - Operates two businesses
 - Water business and a wastewater business
 - There is also a water lab and wastewater lab
 - Both Funds are kept separate
 - Fund is healthier primarily due to B&C Colonia Sewer project
- Capital Outlay
 - Purchasing a new Crane truck for Wastewater Treatment
- Water and Wastewater Combined
 - Operating Budget down slightly
 - Personnel services is up slightly
 - Reduced Capital outlay
- Water Fund
 - Down, due to taking \$2 plus million out of the water fund and moving it into the water restricted which includes the capacity number.

Department Highlights:

- Initiated a Utility Rate Study
- Completed the Arc-Flash Safety Analysis (required)
 - Consists of Analyzing and Modeling High Voltage Gear by a profession engineer
 - Labels equipment to tell the operator what safety equipment he has to wear before he can open the cabinet to prevent Arc-Flash
 - One-time expense of \$160,000
 - Covered 3 plants (one plant has already been completed)
- Automated Meter Reading (AMR) Program
 - Installed an additional 900 AMR units on our meters so that this year we are able to install 3,500 units instead of approximately 2,600 units
 - Made possible by a \$100,000 grant received from the local Bureau of Reclamation Office
- Supplied Water to Marine Corp Air Station (MCAS)
 - Their water treatment plant project is anticipated to be completed in May 2015
- Completed B&C Colonia Sewer Project
 - Which added about 700 new sewer accounts

2014-2015 Goals:

- Adding one Senior Instrumentation Tech

- Completion of Utility Rate Study
- Finish out the AMR Program
 - Expecting another grant from local USBR Office for another thousand meters this year
 - Would leave 1,200 units to finish out the entire 29,000 plus meters within the City of Yuma
 - Very important as we are going to monthly billing
- Recoat the inside of tank #1 and #3 at 16th Street
 - Necessary to avoid future structural repairs and replacements down the road
- Purchase Crane Truck
- Desert Dunes Facility need a biosolids permit required through ADEQ
 - \$1200 annual fee
 - Permits range from \$500 a year up to \$20,000 a year
- Renovate (in-house) Digester # 3 at Figueroa
- Bar Screen Replacement
 - Catches wastewater that flows into the Figueroa Facility
 - 25+ years old
 - Do not make replacement parts for the screen we have now

Discussion

- The Utilities Department is currently down two Senior Wastewater Operators
 - Difficulty attracting senior wastewater operators
 - Two vacancies for over a year and a half
 - Currently short 3 Wastewater Operators
 - Worked with HR to aggressively advertise
 - Hired one person; interviewed one; three other interviews scheduled
 - This requires the Chief Operator to enter into the rotation and he then becomes an operator instead of a supervisor.
 - Operators have worked 20 days in a row because there are not enough bodies to cover the shifts and guys have had to work 12-16 hour days to cover a shift due to illness or vacation.
- The City has stepped up training efforts in-house for the hard to fill positions. The exams are very difficult. Only about 30% pass the grade 3 test for wastewater.
- The B&C Colonia project was a multiple source funded project. The County also formed an Improvement District to pay the loan portion of the project.
 - Capacity Fees in the amount of \$8 million were collected.
 - The City owns the collection system as part of our infrastructure
- Implementation of an Asset Management Program is a future goal
- The meter reading group and sometimes the distribution guys are the ones putting in the meters. They are also the guys who follow-up on the work orders. There is plenty of work for them to do.

Hanson presented the **COMMUNITY DEVELOPMENT** budget

- The Community Development Budget stayed relatively flat

- Personnel services have increased by 9.4% due to the compensation study increases and the two added positions:
 - One Administrative Assistant
 - One Building Inspector
 - Inspection Numbers:
 - Less than 9,000 in 2011
 - More than 15,000 in 2012
 - More than 21,000 in 2013
- The operating budget decreased by 12.7%
- General Fund increased by 9.5% and there was a decrease in grants
 - Particularly in the Community Development Block Grant in the amount of \$60,000-\$70,000

2014-2015 Administration/Planning Goals:

- Finish Citizen's Access Portal and E-Reviews
 - Will provide greater access to the permitting process
- Continue the attachment of property specific records in Energov
- Complete text amendments for Mobile Food Vending
- Complete a comprehensive list of development standards for all mobile home parks and manufactured home divisions

2014-2015 Building Safety Goals:

- Code Update review with the Building Advisory Board
- Continue to facilitate the multi-phase campus renovation – YRMC
- Continue to provide inspection services for increased residential development
- Continue to conduct the mobile home park annual assessment program to assure they are up to living standards

2014-2015 Neighborhood Services Department Goals:

- Focusing on establishing a neighborhood revitalization strategy area at Mesa Heights (the area between 4th Avenue and Arizona Avenue and 16th Street and 24th Street).
 - Will bring in grant funding to help with housing and economic development needs.
- Continue to provide funding to rehabilitate 60 housing units, whether that is a full demolition or emergency home repairs
- Provide public services to approximately 13,000 citizens via non-profit organizations that will be receiving funding through the Community Development Block Grant funding.
- Continue to administer the code enforcement and rental inspection programs in the revitalization areas – Yuma High, Carver Park and Mesa Heights neighborhoods.

Discussion

- The YRMC project is anticipated to continue through October 2016 with additional spin off projects thereafter
- The increase in inspections from 9,000 in 2011 to 21,000 in 2013 was not all new construction
- New commercial buildings built in 2013 was 20; in 2012 it was 16

- The Citizen Access Portal will be implemented this year
 - Phase 1 will allow citizens to schedule their inspection and review the results of their inspection.
 - Phase 2 will allow them to apply for permits
 - Phase 3 E-reviews
- The Citizen Access Portal is not meant to take the place of a staff member

Wendt presented the **PARKS AND RECREATION DEPARTMENT** budget

- Budget is down slightly for FY 2014-2015 at \$15,304,000
- Parks & Recreation (P&R) is separated by four fund sources: General, 2%, Mall Maintenance and Desert Hills Golf Course.
- There are 18 different divisions within P&R
 - Nine divisions use money out of the General Fund:
 - Three centers/facilities use money out of the 2%
 - Five Divisions at the Desert Hills Golf Course
 - One division uses the Mall Maintenance Fund

Highlights:

- Renovation of the Hills Restaurant
- Construction and completion of Centennial Beach
- Construction of the Yuma Valley Park
 - Opening in October
 - First phase – 2 regulation soccer fields, a park, playground and restrooms

New positions:

- Two Groundskeepers – Yuma Valley Area Park
- Yuma Civic Center Manager
- Recreation Program Coordinator (Yuma Art Center) – going from part time to full time
- The Hills Restaurant
 - Restaurant Supervisor (provisional)
 - Shift Supervisor (provisional)
 - Shift Supervisor (position upgrade)
 - Line Cook (position upgrade)

2014-2015 Goals:

- Completion of Master Plan for the Pacific Avenue Athletic Complex
- Evaluate the current Parks & Recreation element of the General Plan
- Seek alternative funding sources for Parks and Recreation programs/facilities.

Discussion

- There have been discussions to re-light the Desert Hills Par 3 golf course and driving range.

Wilkinson provided the following information related to the Desert Hills Golf Course

- \$260,000 was spent this past year on deferred maintenance which included:
 - Air Conditioning Systems
 - Roof
 - Carpeting
 - Painting
 - Expanding the patio area out front
- \$340,000 was spent on the golf course:
 - Replace ball washers
 - Replaced rusty benches
 - Replaced a collapsed pipe in a well
 - Additional monies will be spent on the course this year
- This is the last year that you should see the restaurant in the budget through the City

Discussion

- Money was spent out of the 2% on the Desert Hills Golf Course and the Desert Hills Par 3 Golf Course which included construction, operation, maintenance, repair and reconstruction of the golf course.

Graddy presented the **MUNICIPAL COURT** Budget

- Personnel services are down; possibly reflecting new personnel hired in at the lower range
- Operating expenses are basically flat
- No Capital Outlay this year

Operational Review Evaluation:

- First one conducted since 2001
- No major flaws but processes, policies and procedures need to be updated
- The review will be available to the public once finalized.
- The Administrative Office of the Court is providing new computers and a new case management system to all the Courts in the State of Arizona
 - Starting in July – December
 - Computers have been placed on each of the Judges benches and in their offices

Expenses:

- Training for the new Judge
- The Court is required to have a Spanish interpreter available at all time.
 - The Court utilizes the language service Voiance
 - Which is a contract through the Police Department
 - Municipal Court has paid for interpreters to come in from out of town including a sign language interpreter and a Vietnamese interpreter from out of town
- Court-Appointed Attorneys
 - Last year the Court appointed 701 attorneys
 - Currently 343 cases have been appointed thus far

- Large purchases come out of the Judicial Collection Enhancement Funds
 - This year additional security cameras will be purchased.

Highlights:

- Working with the Police Records department to find the most efficient way to receive citations
- Working with Sheriff’s Office and Police Department to more efficiently handle Protective Orders

Future Needs:

- A third Courtroom – an Audio-video Courtroom
- A full-time Civil Traffic Hearing Officer or part-time Judge/pro-tem
- More technically savvy staff in social media and new computer techniques

Discussion

- City employees are not used as Court Interpreters.
- There is no requirement, at this time, for a Court interpreter to be certified unless they are in the Federal Court System.

Wicks presented the ADMINISTRATIVE (SUPPORT) DEPARTMENT budgets:

GENERAL FUND	2012-2013 Budget	2012-2013 Estimate	2013-2014 Request	% Change
Mayor and Council	388,285	363,354	356,895	(8.08)%
City Administrator	4,253,789	3,967,218	4,162,800	(2.14)%
City Attorney	1,620,083	1,504,053	1,543,406	(4.78)%
Information Technology	3,455,482	3,419,705	2,952,296	(14.56)%
Finance	2,183,992	2,107,381	2,160,479	(1.08)%
Human Resources	1,359,657	986,814	1,067,650	(21.48)%
TOTAL	13,261,288	12,348,525	12,243,526	(7.67)%

- Capital Purchase of an Agenda Management Software through the Clerk’s Office
- Other Capital upgrades include software upgrades, project management, radio system and communication system upgrades through the ITS department along with infrastructure on the network side to keep up with technology include upgrading to Office 2010, continuing radio system upgrades through the Regional Communications System.
- The Mayor’s travel budget is \$9,000; Each Councilmember has \$3,000; Another \$6,000 is unallocated for additional travel if need be.

II. EXECUTIVE SESSION - Executive Session was not held.

ADJOURNMENT - The meeting was adjourned at 8:06 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

DRAFT

MINUTES
SPECIAL WORKSESSION/ROUNDTABLE
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CONFERENCE ROOM 190, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
May 14, 2014
5:32 p.m.

CALL TO ORDER

Mayor Nicholls called the City Council meeting to order at 5:32 p.m.

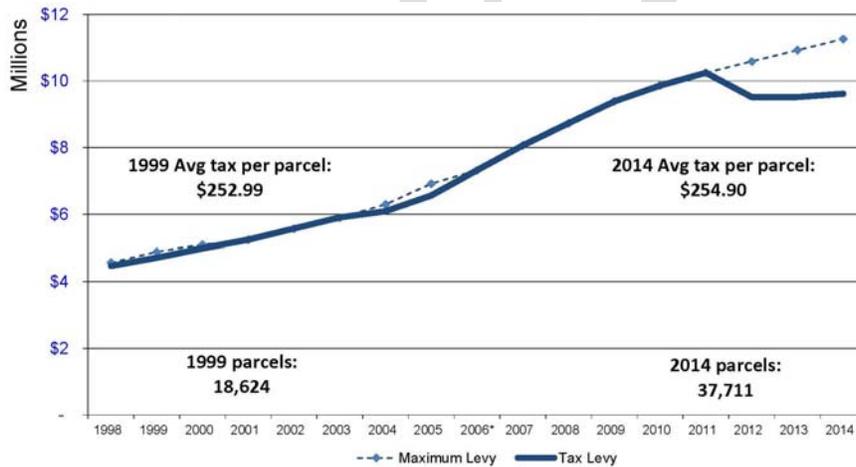
Councilmembers Present: Wright, Knight, Beeson, McClendon, Thomas, Craft and Mayor Nicholls
 Councilmembers Absent: none
 Staffmembers Present: City Administrator, Gregory K. Wilkinson
 Various Department Heads or their representative
 City Attorney, Steven W. Moore
 City Clerk, Lynda L. Bushong

Mayor Nicholls thanked the City Clerk for her services and read a proclamation recognizing May 4-10, 2014 as Municipal Clerk’s Week.

I. CITY OF YUMA 2013-2014 AND 2014-2015 BUDGETS:

To clarify some questions related to the budget, **Wilkinson** presented the following:

Property Taxes



- The time period compares the last 15 years.
- The City has maintained the maximum levy, which has kept us on track.
- In 1999 the average charge was \$252.99 per parcel, regardless of the property value.
- In 2014 the average price per parcel is \$254.90.

- Over a period of 15 years, the average property tax has only gone up \$2 – that equates to 1% over 15 years.
- Also shown is that in 2011 and 2012 the Council reduced property taxes which created the City to drop from that maximum levy line. This is not unique – but many cities try and stay on that maximum property levy line.
- Another issue that negatively impacted the City was when legislature re-established the maximum levy balance.
- There has been a slow, but steady increase in the revenue from the State shared sales tax and the City sales tax.
- Property tax has had steady increase over the past 10 years however budget does not reflect an increase due to the decrease in tax revenues the years Council cut property taxes.

Wilkinson outlined the following City departments and programs:

Police Department

- Overall budget increasing by 3.1%

Personnel:

- Addition of 8 police officers in the budget
 - 75% of the money for these 8 police officers is coming from a DOJ grant; 25% comes from City funds.
 - The grant covers the officer's salaries for 3 years; the City is required to fully fund the officers in the 4th year and beyond.
 - Converted a Police Corporal from a provisional position to a permanent position.
 - Added two Dispatch Supervisors.
 - 3 part-time positioned Custodians have been converted into 2 full-time positions.
 - All employees working within the Police Department must pass background checks. It is more cost effective and serves as better employee retention to bring them in full time so the City does not have to repeat this process as often.

Equipment:

- Replacement of cycled out vest and tasers
 - The City policy is that we will fund life-safety issues

Animal Control

- Prior to the year 2012 we received no revenue from licensing
- FY 2014 revenue through April was \$78,512; an additional 25% is anticipated for the last quarter.
- The City partnered with the Humane Society for assistance with licensing. The Humane Society is providing the service and we are sharing some of the licensing revenue.
- We have a program also to help with the spay and neuter of feral cats.
- Calls about non-response on dog issues have seized. The City crew, the Humane Society and all of our partners are doing a great job.

Fire Department

- The overall increase in the fire department budget is \$2.25%
 - This does not include the grant monies written into the original figures, as we know we will not be receiving some of that funding.

Personnel:

- Maintain personnel at 125 positions; same as last year
 - FY 2005/2006 & FY 2006/2007 increased personnel from 110 to 122
 - Staffing of new fire station
 - FY 2011/2012 we increased 35 positions
 - Implementation of the Certificate of Necessity
 - After implementation, positions decreased by 5.
 - FY 2012/2013 dropped to 125 positions by consolidation of positions.
- Paramedic pay has not been adjusted in 15 years

Certificate of Necessity:

- Two ambulances and miscellaneous pieces of equipment are included
- Combined FY's 2012, 2013 and 2014 generated approximately \$5.3 million dollars in revenue.
 - Personnel costs to implement program were \$848,000 for the first few years.
 - Projected revenue is \$2.4 million per year.
 - Currently running close to \$5.5 million in revenues
 - Presently exploring ways of recovering \$645,000 in write-offs.

Personnel:

- Addition of:
 - 2 Captains
 - 6 firefighters
 - Administrative Assistant who helps coordination on the billing

Public Works

- Overall, there is a 7.7% decrease in budget.
- Achieved an increase of service and productivity while reducing costs.
- Pavement management program implemented in 2010:
 - Fog seal completed in 5 year increments,
 - Slurry seal in 10 year increments.
- Implementation of recycling has resulted in a \$120,000 savings per year.
- Modified trash trucks and used GIS System to reduce route times resulting in savings.

Personnel:

- There has been some restructuring of personnel.
- 1 New Position
 - 100% off-set by eliminating contract with APS.
 - Resulting in an additional \$68,000 savings per year and a 4% increase of productivity.

Parks & Recreation

Overall the Parks budget has decreased by 1.3%.

Personnel:

- 6 additional personnel
 - Converted some positions from part-time to full-time

Department of Community Development

- Overall budget increase of 1.3%

Personnel:

- 1 new Inspector
 - Justified by increase in permit numbers
 - 1 full-time Inspector is dedicated to the YRMC project
- Administrative Assistant position was converted from part time to full time.

Utilities

- Overall budget decrease of 2.1%.
- Replacement of a Crane Truck.
- Installation of two 500 kw (1/2 mega –watt solar arrays) will not cost the City and will lower the rate by 2 cents per kilowatt.
- 3 prison crews working around the City allowing more work to get done in the basins at a very reduced cost.

Personnel:

- 1 additional personnel.
- Currently working with APS towards a partnership sharing Customer Service employees at the counter.

Administration

- Overall Administration budget decrease of 3.7%
- Injuries and lost man days down by 66%.
 - Resulting in \$10,000 savings per quarter on Workman's Comp.

Personnel:

- Additional custodian – shared responsibilities
 - Funded 25% from Administration and 75% from Desert Hills.
- Converting a Legal Assistant from a provisional position to a regular position.
- Additional Prosecutor
 - Shared responsibilities between Prosecutor's Office and YPD

Discussion:

- 20% contingency fund will be maintained in the budget.
 - Rainy-day fund has effectively worked for the City in the past

- Allowed City to essentially maintain the budget during the initial economic downturn.
- Concern was expressed about using the contingency fund the past 3 years to balance the budget.
 - Funds are meant to be utilized by the City.
- Addressing compensation Citywide and implementing a pay for performance plan will help in the retention of employees.
- Phoenix and Tucson are recruiting Police Officers
 - It costs \$25,000 per cadet to complete the Police Academy.
- Investing in agencies such as GYEDC & Yuma Visitor's Bureau will help bring businesses and jobs for our community.
 - Fully funded by the City
- HURF funding is still an issue – we need to find alternatives for road repairs.
- A line item or category should be included into the CIP for future repairs/replacements of roadways.

III. ADJOURNMENT/EXECUTIVE SESSION

Mayor Nicholls adjourned the meeting at 7:49 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

MINUTES
CITIZEN FORUM
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
July 15, 2014
5:00 p.m.

CALL TO ORDER

Mayor Nicholls called the Citizen Forum to order at 5:30 p.m.

Councilmembers Present: Wright, Knight, McClendon, Thomas, Craft and Mayor Nicholls
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Various department heads or their representatives
City Attorney, Steven W. Moore
Deputy City Clerk, Janet Pierson

I. METHAMPHETAMINE EDUCATIONAL FORUM:

Pastor Jason Armstrong stated that according to a 2009 study, 57% of all high school seniors have tried illegal drugs, methamphetamines being one of the drugs. Victory Outreach is a yearlong, faith based residential rehabilitation program. They have a local house in Yuma; however their headquarters are located in Los Angeles. The program has a 65% success rate. Rehabilitation of an addict reduces the financial impact on the community by \$60,000 - \$70,000 per year.

II. ADJOURNMENT/EXECUTIVE SESSION

Mayor Nicholls adjourn the meeting at 5:54 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
JULY 31, 2014
12:00 p.m.

CALL TO ORDER

Mayor Nicholls called the Special City Council Meeting to order at 12:03 p.m.

Councilmembers Present: Wright, Knight, Beeson, McClendon, Thomas, Craft and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Various department heads or their representatives
Deputy City Clerk, Janet L. Pierson

II. EXECUTIVE SESSION

Motion (Beeson/Thomas): To recess the meeting to Executive Session. Voice vote: **adopted** 7-0.

I. SETTLEMENT AGREEMENT: ALAN L. KRIEGER V. CITY OF YUMA, ET AL.

Motion (Knight/McClendon): To approve the Settlement Agreement as recommended. Voice vote: **adopted** 7-0.

Motion (Thomas/Beeson): To adjourn the meeting. Voice vote: **adopted** 7-0. The meeting was adjourned at 12:17 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor

MINUTES
CITIZEN'S FORUM
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
August 5, 2014
5:30 p.m.

CALL TO ORDER

Mayor Nicholls called the Citizen's Forum to order at 5:30 p.m.

Councilmembers Present: Wright, Knight, McClendon, Thomas, Craft, Beeson and Mayor Nicholls
Councilmembers Absent: None
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Various department heads or their representatives
City Attorney, Steven W. Moore
City Clerk, Lynda Bushong

I. There were no speakers scheduled at this time.

II. EXECUTIVE SESSION

There being no further business, the Citizen's Forum was adjourned to Executive Session at 5:31 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014
DEPARTMENT: City Administration
DIVISION: City Clerk

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
 Liquor License: Estrellita Mexican Restaurant

SUMMARY RECOMMENDATION:
 Approve a New License #12 Restaurant, Liquor License application, submitted by Placido Lopez, agent for Estrellita Mexican Restaurant, located at 2100 S. 4th Avenue, Yuma, Arizona. (LL14-20)

REPORT:
 Placido Lopez, agent for Estrellita Mexican Restaurant, located at 2100 4th Avenue, Yuma, Arizona, has applied for a New License #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 this license have been received.

The application has been reviewed by Community Development, Police Department, Fire Department, and Business Licensing. No objections have been received.

Upon City Council recommendation of approval, 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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Application Fee \$250.00			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. New License #12 Restaurant Liquor License Application 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		9/2/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		8/28/2014		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: City Administration

DIVISION: City Clerk

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Special Event Liquor License: Yuma Visitors Bureau - Rio de Cerveza

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Clyde Robert Nidiffer, on behalf of the Yuma Visitors Bureau, for the Rio de Cerveza event. The event will be held at the Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 1, 2014 from 12:00 p.m. to 5:00 p.m. (SP14-20)

REPORT:

Clyde Robert Nidiffer, on behalf of the Yuma Visitors Bureau, has applied for a Special Event Liquor License for the Rio de Cerveza event. The event will be held at the Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 1, 2014 from 12:00 p.m. to 5:00 p.m.

As per State Liquor License requirements, the Yuma Art Center has agreed to suspend a portion of their liquor license that covers the Yuma Art Center on the date and times listed above.

The application has been sent to Community Development, the Police Department, the Fire Department, Risk Management, City Engineering (Traffic), and Heritage Area for review. No objections have been received.

Upon City Council's recommendation of approval, 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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Application fee revenue: \$20.00			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Special Event Liquor License Application 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		9/2/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		8/28/2014		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: City Administration

DIVISION: City Clerk

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Off-Track Betting License: Turf Paradise at The Mine Shaft

SUMMARY RECOMMENDATION:

Approve a request submitted by David Johnson, Vice President of Turf Paradise, for an Off-Track Betting License at The Mine Shaft, located at 3905 S. 4th Avenue, with a term to expire May 31, 2015, to coincide with the term of Turf Paradise's State license. The owners of The Mine Shaft have expressed their support for the Off-Track Betting operation. (OTB14-01)

REPORT:

David Johnson, Vice President of Turf Paradise, has requested City Council approval of an Off-Track Betting (OTB) license for Turf Paradise to operate at The Mine Shaft, located at 3905 S. 4th Avenue, with a term to expire May 31, 2015. The owners of The Mine Shaft have expressed their support for the OTB operation through a written agreement.

State racing licenses are granted for a three-year period. Turf Paradise has requested that their City OTB license coincide with the term of their State Racing License.

Approval of an OTB license, including the length of term, is approved by the governing body of the municipality based on public input. Pursuant to the state statutes that govern OTB, the City Council may also determine whether the proposed location is in the public's best interest or convenience.

This request has been forwarded to Community Development, the Police Departments, the Fire Department, the City Attorney and Business License for review. No objections have been received.

Upon City Council recommendation of approval, this request will be forwarded to the Arizona Department of Racing 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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Turf Paradise Letter of Request 2. Wagering Facility Agreement 3. Certificate of Insurance 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		9/2/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		8/28/2014		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014
DEPARTMENT: Finance
DIVISION: Purchasing

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
 Bid Rejection: Madison Avenue Improvements

SUMMARY RECOMMENDATION:
 Reject all bids for Madison Avenue Improvements

 (City Engineering - Bid# 2015-20000013) (Kevin Eatherly)

REPORT:
 After review by City staff it was determined that rebidding this item combined with other small projects would be in the best interest of the City. Therefore this project will be combined with additional smaller related CIP Projects that are also scheduled for construction this fiscal year.

 Upon completion of the design, the following CIP Projects will be merged into one solicitation that will bid later this year:

- * Madison Avenue Improvements: 2nd Street to 3rd Street
- * Madison Avenue: Giss Parkway to 5th Street
- * 4th Street & Avenue A Sewer Line Replacement

BID STATISTICS	TOTAL	LOCAL VENDORS
Downloaded Documents	49	15
Bids Received	4	3

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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: No fiscal impact.			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		8/27/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Melinda G. Holmes		8/26/2014		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014
DEPARTMENT: Finance
DIVISION: Purchasing

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Request for Qualifications (RFQ): Geotechnical and Materials Testing and Other Related Consultant Services.

SUMMARY RECOMMENDATION:

Authorize City Administrator to negotiate and execute a one-year contract with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance, for Geotechnical and Materials Testing and Other Related Consultant Services with the following firms:

- 1) EDAIS Engineering, Inc. Yuma, Arizona
- 2) Geotechnical Testing Services, Inc., Yuma, Arizona
- 3) Kleinfelder Tempe, Arizona
- 4) Nicklaus Engineering, Inc. Yuma, Arizona

(City Engineering - RFQ #2015-20000012) (Kevin Eatherly)

REPORT:

These contracts will be used primarily to obtain, but are not limited to, soil studies and analysis to support City design efforts; sampling and testing of construction materials, construction inspection documentation; and other related services. In the past, the City has realized cost and time savings by utilizing this contracting method.

An RFQ process was initiated to obtain Statement of Qualifications (SOQ) submittals from qualified firms to perform the services under a purchase order form of contract in accordance with, and as regulated by, current State of Arizona Statutes and Rules. Each project will be authorized by a purchase order specifying the scope of services required, the maximum time allowed for the services, and the fee. The maximum value of the contract shall be \$300,000.00 for a 12-month period. The City will not guarantee that each Consultant will receive a minimum number of purchase orders.

RFQ STATISTICS	TOTAL	LOCAL VENDORS
RFQ Downloaded	22	3
RFQ Received	4	3

The City received SOQ from four firms. The evaluation committee, comprised of City staff, reviewed and rated the proposals received.

FISCAL REQUIREMENTS	CITY FUNDS: \$300,000.00	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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: Various
	TOTAL: \$300,000.00	
	FISCAL IMPACT STATEMENT: The maximum annual value of each contract is \$300,000 with a maximum term of five years. The total annual budget is dependent on the appropriation of funds.	
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.	
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office	
SIGNATURES	CITY ADMINISTRATOR: Pat Wicks for Gregory K. Wilkinson	DATE: 9/10/2014
	REVIEWED BY CITY ATTORNEY: Richard W. Files for Steven W. Moore	DATE: 9/10/2014
	RECOMMENDED BY (DEPT/DIV HEAD): Pat Wicks	DATE: 9/2/2014
	WRITTEN/SUBMITTED BY: Kitzya Leal Quintero / Robin R. Wilson	DATE: 8/26/2014



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014
DEPARTMENT: Police
DIVISION: Patrol

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Grant Award: Governor's Office of Highway Safety - Occupant Protection Program

SUMMARY RECOMMENDATION:

Authorize the City Administrator and City Staff to execute contracts with the Arizona Governor's Office of Highway Safety for highway safety projects in accordance with Federal Fiscal Year 2015 Highway Safety Plan.

REPORT:

The Governor's Office of Highway Safety sought proposals from state and local agencies for projects relating to all aspects of highway safety for the 2015 Federal Fiscal Year. The City of Yuma Police Department was awarded \$2,503.00 for overtime and employee related expenses to enhance Occupant Protection Enforcement and Education regarding the use of child safety and booster seats throughout the City of Yuma.

No matching funds are required.

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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. GOHS Highway Safety Contract 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Susan Smith for John Lekan		9/3/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Steve Suho		8/26/2014		

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Yuma Police Department		GOHS CONTRACT NUMBER: 2015-OP-010
ADDRESS 1500 South 1 st Avenue, Yuma, AZ 85364		PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT City of Yuma		AGENCY CONTACT: Lieutenant Steve Suho
ADDRESS 1500 South 1 st Avenue, Yuma, AZ 85364		3. PROJECT TITLE: Occupant Protection Enforcement and Education
4. GUIDELINES: 402-Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Yuma.		
6. BUDGET COST CATEGORY		Project Period FFY 2015
I. Personnel Services		\$1,788.00
II. Employee Related Expenses		\$715.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$2,503.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$2,503.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: Police

DIVISION: Patrol

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:

Grant Award: Governor's Office of Highway Safety - Selective Traffic Enforcement Overtime

SUMMARY RECOMMENDATION:

Authorize the City Administrator and City Staff to execute contracts with the Arizona Governor's Office of Highway Safety for highway safety projects in accordance with Federal Fiscal Year 2015 Highway Safety Plan.

REPORT:

The Governor's Office of Highway Safety sought proposals from state and local agencies for projects relating to all aspects of highway safety for the 2015 Federal Fiscal Year. The City of Yuma Police Department was awarded \$20,000.00 for overtime and employee expenses related to enhance speed and aggressive driving enforcement throughout the City of Yuma. The funds will facilitate the implementation of several dedicated traffic enforcement details that will target speeding and aggressive driving.

No matching funds are required.

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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. GOHS Highway Safety Contract 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Susan Smith for John Lekan		9/3/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Steve Suho		8/26/2014		

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Yuma Police Department	GOHS CONTRACT NUMBER: 2015-PT-049
ADDRESS 1500 South 1 st Avenue, Yuma, AZ 85364	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Yuma	AGENCY CONTACT: Lieutenant Steve Suho
ADDRESS 1500 South 1 st Avenue, Yuma, AZ 85364	3. PROJECT TITLE: Selective Traffic Enforcement (STEP)
4. GUIDELINES: 402-Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP/Speed Enforcement throughout the City of Yuma.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$14,286.00
II. Employee Related Expenses	\$5,714.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

September 17, 2014

DEPARTMENT:

Information Technology Services

DIVISION:

Administration

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:

Intergovernmental Agreement: Yuma County Intergovernmental Public Transportation Authority

SUMMARY RECOMMENDATION:

Approve an Intergovernmental Agreement to provide Information Technology Services to Yuma County Intergovernmental Public Transportation Authority.

REPORT:

Yuma County Intergovernmental Public Transportation Authority (YCIPTA) has requested the City of Yuma (City) Information Technology Services (ITS) Department to provide technology services by the City of Yuma. Currently YCIPTA's information technology services are provided by the Yuma County Information Technology Department.

The City ITS Department, working with YCIPTA, developed an Intergovernmental Agreement (IGA) describing the requested technology services.

This agreement will create revenue for the City and provide a local resource to other entities for complex technology services at a reduced cost. This IGA is an example of governmental organizations working together to share resources for the benefit of both parties. The proposed IGA will provide Information Technology services as follows:

- One-time System Health Check on Systems / Peripherals
- IT Service Desk Support
- Infrastructure Services Support
- Network Security Services Support
- Email Services Support
- IT Equipment Purchase and Installation
- ITS will not provide support for YCIPTA Telephone (Key System), Security Proximity System,
- Software Licenses Compliance, Vendor Maintenance Agreements, and Project Management.

The IGA is based on YCIPTA's needs and will be evaluated annually with YCIPTA management. The rates are based on the City's current technical position and the City ITS Director will be authorized to modify this rate as necessary when deemed to be in the best interest of the City.

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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steve W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Jim Hamersley		9/3/2014		
WRITTEN/SUBMITTED BY:			DATE:	

**INTERGOVERNMENTAL AGREEMENT BETWEEN
YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY
and
CITY OF YUMA
FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES**

This Intergovernmental Agreement (“IGA”) is made effective as of the _____ day of _____, 2014 (“Effective Date”), by and between the Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), and City of Yuma (the “City”), an Arizona municipal corporation. The parties to this IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

WHEREAS, YCIPTA is in need of information technology related services which includes maintenance and management of YCIPTA computer network at 2715 East 14th Street, Yuma, AZ; and

WHEREAS, the City has the expertise to provide information technology (“IT”) related services to YCIPTA and the Yuma City Council has found and determined that this technical assistance to YCIPTA will improve and enhance the economic welfare of the inhabitants of the city; and

WHEREAS, the Parties are authorized by the provisions of Arizona Revised Statutes (“A.R.S.”) 9-461.12, 11-951 et seq., and 28-9122(A)(4) to enter into an intergovernmental agreement for the provision of information technology services to an intergovernmental public transportation authority organized pursuant to A.R.S. § 28-9101 et seq.; and

WHEREAS, the City is authorized by the Yuma City Charter Article III, Section 13 to enter into intergovernmental agreements, and

WHEREAS, the services described herein, and the fees associated therewith, are authorized by the Yuma City Council for the described services provided to governmental entities and non-profit corporations with which the City of Yuma maintains a business relationship.

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

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

II. Scope of Services.

A. CITY OF YUMA:

City of Yuma Information Technology Services (“ITS”) will provide technical and consulting services to YCIPTA when the support capacity is available in relation to the purchase, installation and maintenance support of the following items:

1. One-Time System Health Check and System / Peripheral Inventory completed
All software licenses will be paid by YCIPTA.
2. IT Service Desk Services Support
Monday – Friday, 7:00 A.M. – 6:00 P.M. (Dark every other Friday); after-hours support is not included in the monthly service charge. An additional charge will be made for after-hours support.
3. Infrastructure Services Support
 - a. Maintenance of current network infrastructure that was previously installed by the Yuma County ITS;
 - b. Enhancement or replacement of network equipment as needed, cost passed through to YCIPTA;
 - c. Restoration and backup of data stored on server storage, and
 - d. Support of Network Connectivity.
4. Network Security Services Support
 - a. Automated antivirus updates daily to systems;
 - b. Monthly software / system performance and security patching;
 - c. Firewall Support;
 - d. Internet Edge router support (if not provided by service provider), and
 - e. Assistance with development of organizational policies regarding the securing of information and acceptable use (if needed).
5. Email Services Support
 - a. Maintenance of email services / administrative tasks from third-party (go-daddy) accounts, e.g., setting up desktop Outlook to email services and calendar services.
 - b. YCIPTA shall be responsible for paying email service provider for exchange or email services.
6. IT Equipment (e.g., Computers, Servers, Printers, etc.) Purchase and Installation (including productivity software and peripherals)
 - a. YCIPTA will follow ITS equipment standards. ITS will conduct a compatibility assessment before any equipment purchase, and
 - b. Desktop System Support including minor hardware repairs and main productive software troubleshooting.
7. ITS Will Not Provide Support For
ITS will not provide support for YCIPTA Telephone (Key System), Security Proximity System, Software Licenses Compliance, Vendor Maintenance Agreements, and Project Management.

B. YCIPTA:

In order to defray the cost of the services to the City, YCIPTA will compensate the City for providing the services and support outlined herein.

1. Contract Monthly Rate

Service	Contracted Rate
One-time initial “Health Check”	\$ 800.00
Contract Rate (29 hrs / mo, 5-6 hrs / wk, 1/6 FTE)	\$ 800.00 per month
Administrative	Included
Applications	Included
Desktop	Included
Network / Security / Anti-virus	Included
Cost Per Mile	Included
One unsolicited site visit per week by technician	Included
Site visits by technician upon request during normal working hours	Included
Help Desk support during normal business hours	Included
Hardware, Software and Consumables	Additional cost per item
After hours support	Additional cost per hour

2. YCIPTA resources must be readily available when ITS staff provides support.
3. YCIPTA shall pay all invoices for services within thirty (30) days of the date of receipt. The City will bill YCIPTA on a monthly basis.
4. YCIPTA shall not allow equipment maintained by ITS to be accessed by any other service provider without prior ITS approval, which approval shall not be unreasonably withheld.
5. If monthly support hours exceed 29 hours in a given month, an hourly rate of \$27.59 per hour will be charged for the additional technical support. If the “total, aggregated support hours of all City staff time exceeds 40 hours in any week, an overtime rate of \$41.38/hr. will apply to all hours in excess of 40.

III. Term. This IGA shall be for an initial term of one (1) year, commencing on the Effective Date, unless earlier terminated by action of the Parties or operation of law as described herein. This IGA may be extended for four (4) additional one-year terms for up to five (5) terms, if the Parties agree in writing to such extension.

IV. Termination. This IGA may be terminated by either Party upon the delivery of ninety (90) days’ written notice to the other Party. This IGA shall terminate, by operation of law, upon the dissolution of YCIPTA, pursuant to A.R.S. § 28-9104.

V. Indemnification. Each Party to this IGA agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents, representatives and directors from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorney’s fees and other reasonable costs of defense and any appeals) (collectively “Claims”), which may be imposed upon, incurred by or asserted against a Party, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the other Party, or of any agent, officer, servant or employee of the other Party, or anyone for whom the other Party may be legally liable in the performance of this IGA.

VI. **Insurance.** YCIPTA shall name the City as an additional insured on YCIPTA's insurance policies with respect to the City's activity on the property of YCIPTA and use of YCIPTA's equipment. YCIPTA shall bear the risk of loss by fire or other casualty to YCIPTA's personal property. YCIPTA shall secure and keep in effect at all times during the term of this IGA, an adequate policy of general liability risk insurance protecting the City and YCIPTA from claims by third-party persons by reason of damage or injury arising out of performance under this IGA. The City is not responsible for any loss of or damage to YCIPTA property or data, unless it is a direct result of the City's, its employees, agents, officers, consultants, representatives, or directors intentional misconduct or negligence. Prior to any work by the City under this IGA, YCIPTA shall provide the City with Certificates of Insurance and endorsements naming the City and its employees as additional insureds. All policies shall be primary and any coverage provided by the City or its employees shall be excess and not contributory to any insurance provided under this IGA.

VII. **General Provisions.**

- A. **Conflict of Interest.** This IGA is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.
- B. **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.
- C. **Law Governing and Forum Clauses.** The Parties agree this IGA shall be construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in the Superior Court of Yuma County, Arizona
- D. **Assignability.** This IGA is non-assignable, in whole or in part, by any Party hereto without the written consent of both Parties.
- E. **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA requires the written approval of all Parties.
- F. **Attorneys Fees.** In the event suit is brought or an attorney is retained by any Party to this IGA to seek interpretation or construction of any term or provision of this IGA, to enforce the terms of this IGA, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees including attorney's fees for representation in the bankruptcy court, court costs, costs of investigation, and other related expenses.
- G. **Notices.** All notices or demands required to be given, pursuant to the terms of this IGA, shall be given to the other Party in writing, delivered in person, sent by

facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to YCIPTA: John Andoh, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, Arizona, 85365
Tel: 928-539-7076, Ext. 237
Fax: 928-783-0309
jandoh@ycipta.org

If to City of Yuma: Greg Wilkinson, City Administrator
City of Yuma
One City Plaza
Yuma, Arizona 85364-1436
Tel: (928) 373-5000
Fax: (928) 373-4908
greg.wilkinson@ycipta.org

- H. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
- I. **Counterparts.** This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.
- J. **Severability.** If any term or provision of this IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
- K. **Binding on Heirs.** This IGA shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
- L. **Employment Eligibility.** Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this IGA and is subject to penalties up to and including termination of this IGA. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this IGA to ensure that the other Party or its subcontractors are complying with this warranty.

M. **Dispute Resolution.** If the Parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other Party to this IGA.

VIII. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter into this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

IX. **Third-Party Beneficiaries.** This IGA shall not create any rights to enforcement of the provisions herein to any person or entity that is not a party to this IGA.

X. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022.D, any employee of the City assigned to duty at YCIPTA under this IGA shall be deemed an employee of the City and of YCIPTA for the purpose of that section and Arizona workers' compensation benefits for such employee. Each Party to this IGA shall post a notice at its work site in substantially the following form:

“All employees are hereby further notified that they may be required to work under jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances that they are deemed by the laws of Arizona, to be employees of both public agencies for the purposes of workers compensation.”

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement this _____ day of _____, 2014.

CITY OF YUMA

**YUMA COUNTY INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

Gregory K. Wilkinson,
City of Yuma - Administrator

John Andoh, CCTM
Transit Director

ATTEST

Lynda L. Bushong
City Clerk

Date

INTERGOVERNMENTAL AGREEMENT APPROVAL

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

Dated this _____ day of _____, 2014

By: _____
YCIPTA Attorney

Dated this _____ day of _____, 2014

By: _____
Steven W. Moore
Yuma City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: Utilities

DIVISION: Administration

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Notice of Intention to Adjust Water and Wastewater Utility Rates and Fees

SUMMARY RECOMMENDATION:
Approve the Notice of Intention pursuant to Arizona Revised Statutes § 9-511.01, to adjust (increase) water and wastewater utility rates and fees.

REPORT:
The City of Yuma Utilities Department intends to establish new water and wastewater utility rates and fees as a result of the latest proposed rate study performed by Economist.com.

Arizona Revised Statutes § 9-511.01 requires approval of Notice of Intention for any increase in water or sewer rates, rate component, fee or service charge, not less than 30 days prior to the public hearing on the proposed increase. In addition, the Notice of Intention must be published one time in a newspaper of general circulation within the boundaries of the municipality not less than 20 days before the public hearing date.

Attached is a copy of the Notice of Intention, which states that the Yuma Water and Sewer Commission will hold a public hearing in the Public Works Training Room at 155 West 14th Street, on October 20, 2014 at 5:00 p.m. The City Council will conduct a second public hearing on the proposed establishment of the adjusted rates and fees at the regular City Council meeting in the City Council Chambers located at One City Plaza, Yuma, Arizona 85364, on November 5, 2014 at 5:30 p.m.

A copy of the Notice of Intention will be published in the Yuma Sun on September 21, 2014. The final report has been filed with the City Clerk and is available to the public at the Office of the City Clerk located at One City Plaza, Yuma, Arizona 85364. The report is also available for review at the Public Works Department, located at 155 West 14th Street, Yuma, Arizona 85364.

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 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:			DATE:
	Pat Wicks for Gregory K. Wilkinson			9/10/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Richard W. Files for Steven W. Moore			9/10/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Jay Simonton			9/4/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Carmen Garcia			8/20/2014	



CITY OF YUMA NOTICE OF INTENTION TO ADJUST WATER AND WASTEWATER UTILITY RATES AND FEES

NOTICE IS HEREBY GIVEN, pursuant to Arizona Revised Statutes § 9-511.01, that the City of Yuma intends to adopt by resolution, new water and wastewater utility rates and fees. A copy of the consultant's written report supporting an increase in water and wastewater utility rates and fees is available for review at the City Clerk's Office, One City Plaza, Yuma, Arizona, 85364. The Clerk's Office is open Monday through Friday, except on those alternate Fridays when City Hall is closed. The report is also available for review at the Public Works Department, 155 West 14th Street, Yuma, Arizona 85364.

A Public Hearing will be held by the Yuma Water and Sewer Commission in the Public Works Training Room, at 155 West 14th Street, Yuma, Arizona 85364, on October 20, 2014. This Public Hearing will begin at 5:00 p.m. A second Public Hearing will be conducted by City Council at the regular City Council meeting, City Council Chambers, One City Plaza, Yuma, Arizona 85364, at 5:30 p.m. on November 5, 2014.



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014
DEPARTMENT: City Administration
DIVISION:

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Real Property Exchange and Development Agreement: Runyan Enterprises LLC

SUMMARY RECOMMENDATION:
Authorize a real property exchange and development agreement with Runyan Enterprises for property located at the Northeast corner of 32nd Street and Avenue A.

REPORT:
After review of the future roadway plans, it was determined that the City requires an additional 3,230.82 square feet of right-of-way. The City has property to the east of the Runyan Enterprises to exchange for needed right of way. The exchange of these properties was authorized in Ordinance O2014-17.

The attached resolution will authorize the *Runyan Enterprises LLC Real Property Exchange and Development Agreement* so that Runyan Enterprises, LLC can proceed with redevelopment of their site in conformance with City Code.

Based upon the information provided above, it is requested that City Council adopt the attached resolution to authorize the Real Property Exchange and Development Agreement between the City and Runyan Enterprises, LLC.

FISCAL REQUIREMENTS	CITY FUNDS: \$2,500.00	BUDGETED: \$2,500.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: 001 General Fund
	TOTAL: \$2,500.00	
	FISCAL IMPACT STATEMENT: City funds will be expended for appraisal; title and escrow services.	
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Ordinance O2014-17 2. 3. 4. 5.	
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded	
SIGNATURES	CITY ADMINISTRATOR: Pat Wicks for Gregory K. Wilkinson	DATE: 9/10/2014
	REVIEWED BY CITY ATTORNEY: Richard W. Files for Steven W. Moore	DATE: 9/10/2014
	RECOMMENDED BY (DEPT/DIV HEAD): Ricky Rinehart	DATE: 9/4/2014
	WRITTEN/SUBMITTED BY: Deb Vining/Teresa Blackburn	DATE: 9/4/2014

RESOLUTION NO. R2014-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A REAL PROPERTY EXCHANGE AND DEVELOPMENT AGREEMENT WITH RUNYAN ENTERPRISES LLC FOR THE EXCHANGE OF REAL PROPERTY FOR NECESSARY RIGHT-OF-WAY AND EASEMENTS AND THE REDEVELOPMENT OF THE REAL PROPERTY LOCATED AT 3151 S AVENUE A

WHEREAS, the City of Yuma (City) is authorized, pursuant to Arizona Revised Statutes § 9-500.05 to enter into development agreements with owners of real property; and

WHEREAS, Ordinance O2014-17 authorized the exchange of City-owned real property and a portion of a vacated alley for necessary right-of-way owned by Runyan Enterprises, LLC in accordance with the terms and conditions of a Real Property Exchange and Development Agreement; and,

WHEREAS, the attached proposed *Runyan Enterprises LLC Real Property Exchange and Development Agreement* describes the terms and consideration for the exchange of the City Property,

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

SECTION 1: The *Runyan Enterprises LLC Real Property Exchange and Development Agreement*, attached as Exhibit A and by this reference incorporated as part of this resolution, is approved according to its terms.

SECTION 2: That upon the effective date of the ordinance authorizing the exchange of the City Property, the City Administrator is authorized and directed to execute the *Runyan Enterprises LLC Real Property Exchange and Development Agreement* on behalf of the City of Yuma.

Adopted this _____ day of _____, 2014.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

EXHIBIT A

RUNYAN ENTERPRISES LLC REAL PROPERTY EXCHANGE AND DEVELOPMENT AGREEMENT

This Real Property Exchange and Development Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 2014, by and between Runyan Enterprises LLC, an Arizona limited liability company (“**Owner**”), and the City of Yuma, an Arizona municipal corporation (“**City**”). Collectively, Owner and the City are referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, Runyan Enterprises, LLC is the owner of two (2) parcels of vacant real property located at the northeast corner of Avenue A and 32nd Street in the City of Yuma (the “**Runyan Property**”); and,

WHEREAS, Owner plans to redevelop the Runyan Property with a new commercial structure, generally depicted as shown in the concept site plan attached as Exhibit 1 (the “**Project**”); and,

WHEREAS, the Project will include Owner’s recording a lot tie/lot split with certain easements and requirements described in this Agreement; and,

WHEREAS, the City is the owner of the alley adjacent to the east side of the Runyan Property, a 1,878.98 square foot portion of which is described in the attached Exhibit 2, as well as the 12,996.01 square feet of City-owned real property described in Exhibit 3, located adjacent to and east of the described portion of the alley (collectively, the “**City Exchange Property**”); and,

WHEREAS, upon recording this Agreement, the described portion of the City-owned alley shall be vacated pursuant to Arizona Revised Statutes (“**A.R.S.**”) § 28-7205; and,

WHEREAS, the 1,878.98 square foot portion of the alley is depicted as Parcel B and the 12,996.01 square feet of City-owned real property is depicted as Parcel C on the Location Map attached as Exhibit 4; and,

WHEREAS, the City has identified the acquisition of a portion of the Runyan Property described in the attached Exhibit 5 (the “**Runyan Exchange Property**”) as necessary for Avenue A public roadway and utility improvements; and,

WHEREAS, the Runyan Exchange Property is depicted as Parcel A on the Location Map attached as Exhibit 4; and,

WHEREAS, upon reservation of an easement on the alley portion of the City Exchange Property and Owner's acceptance, pursuant to this Agreement, of Owner's obligations to (a) dedicate a twenty-four (24) foot access easement from Ivy Lane to the alley and (b) to dedicate the reserved alley access and utility easement on the lot tie/lot split, the City Exchange Property becomes surplus and fee title to the City Exchange Property is no longer required for City use so that the remaining Runyan Property and City Exchange Property may be lot tied; and,

WHEREAS, Ordinance O2014-17 has authorized exchange of the City Exchange Property for the Runyan Exchange Property in accordance with the terms and conditions of this Agreement; and,

WHEREAS, Owner seeks to incorporate the City Exchange Property for Project parking and other commercial development uses; and,

WHEREAS, Owner agrees to submit design and construction plans for City review of the Project and commence construction of the Project within two years of the Effective Date (as defined in Section 3); and,

WHEREAS, the City Council believes that development of the Project will (i) enhance the economic health of the City; (ii) result in a net increase or retention of jobs in the City; (iii) add to the tax base; and (iv) demonstrates the potential to generate revenues and other benefits to the City which would not otherwise be available; and,

WHEREAS, development of the Project is in the best interests of the City, the health, safety, and welfare of City residents, will be of public benefit and will be developed in accordance with the provisions of all federal, state, and local laws, fees and charges, codes and regulations, the General Plan, and the zoning ordinance of the City of Yuma ("**Applicable Laws**") unless otherwise permitted through the terms of this Agreement,

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained in this Agreement, the Parties agree as follows:

1. Recitals. Each of the recitals above is true and accurate and incorporated here as a material part of this Agreement.

2. Purpose. To facilitate the redevelopment of the Runyan Property, return surplus City property to a productive use, revitalize the Avenue A/32nd Street intersection by improving the appearance of the northeast corner of the intersection, and to acquire necessary public right-of-way for City roadway and utility improvements, the City and Owner agree to exchange the City Exchange Property for the Runyan Exchange Property. This Agreement establishes the terms of the exchange, the City's easement requirements, certain lot tie/lot split requirements, and terms and conditions of Owner's redevelopment of the Project Site.

3. Term. This Agreement will commence upon the date of its execution by all Parties (the “**Effective Date**”), and unless specifically declared to survive termination as a perpetual covenant that runs with the land, will terminate when all of the obligations of the parties are fully completed, or five (5) years from the Effective Date, whichever occurs first.

I. The Real Property Exchange

4. Escrow. The Parties acknowledge that escrow for the exchange of the Runyan Exchange Property from Owner to the City and the City Exchange Property from the City to Owner shall be opened on or before September 30, 2014 with Citizens Title & Trust (“**Escrow Agent**”), 1540 S. 2nd Avenue, Yuma, Arizona.

4.1 Escrow Instructions. The terms and conditions set forth in this Agreement shall constitute both an Agreement between Owner and the City, and escrow instructions to the Escrow Agent for the Escrow. The Parties agree to promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. In the event of a conflict, any separate or additional instructions shall not modify or amend the provisions of this Agreement unless authorized in writing by both Owner and the City.

4.2 Opening of Escrow. Delivery of a fully executed copy, or counterparts, of this Agreement to Escrow Agent and acceptance of this Agreement by Escrow Agent, shall be deemed the date of “**Opening of Escrow**.” No later than 5 days prior to the Closing Date (defined in Section 4.4 of this Agreement), each of the Parties shall deposit an amount requested by the Escrow Agent for the purpose of funding any necessary closing costs, recording fees, escrow costs and title insurance associated with the real property exchange. Each party shall pay one-half of the closing costs, recording fees and Escrow costs. “**Close of Escrow**” or “**Closing**” shall mean the recording of the warranty deed and special warranty deed described in Section 5 in the official records of Yuma County, Arizona.

4.3 Equalization of Costs. The Parties agree to the market value of the City Exchange Property and the Runyan Exchange Property set forth in the market study prepared by Baker, Peterson, Baker and Associates dated January 9, 2014, and any differential in value will be equalized by Owner’s obligation to pay all costs associated with the preparation of the lot tie/lot split.

4.4 Closing Date. The Close of Escrow, shall be held on or before October 31, 2014 2014 (the “**Closing Date**”) upon the full and complete satisfaction of all conditions and requirements for the real property exchange, unless otherwise extended in writing, signed and agreed to by both Parties.

4.5 Title Report. As soon as reasonably possible after Opening of Escrow, the Escrow Agent shall issue a preliminary title report (together with copies of all Schedule B items) to Owner concerning condition of title of the City Exchange Property to be acquired by Owner,

and a preliminary title report (together with copies of all Schedule B items) to City concerning condition of title of the Runyan Exchange Property to be acquired by City.

4.6 Review of Title (City Exchange Property). The state of title to the City Exchange Property shall be subject to valid existing rights, easements, and rights-of-way, and reviewed by Owner and Owner's attorneys to determine condition of title.

4.7 Review of Title (Runyan Exchange Property). The state of title to the Runyan Exchange Property shall be subject to valid existing rights, easements and rights-of-ways and reviewed by the City Attorney and the City of Yuma Right of Way Agent to determine condition of title.

4.8 Notice of Title Objection. If any matters indicated as exceptions in the preliminary title report or any amended report (other than the standard printed exclusions) affect the acquiring Party's contemplated use of the property, that Party shall be entitled to object to such matters by delivering written notice of such objection ("**Notice of Title Objection**") to the other Party and Escrow Agent on or before ten (10) days after receipt of the preliminary title report. Such Notice of Title Objection shall specify in reasonable detail the matter objected to and the manner in the objection affects the contemplated use of the property. The Parties shall be deemed to have approved the condition of title if no such Notice of Title Objection is delivered by said date.

If within fifteen (15) days after receipt of any Notice of Title Objection, the matter objected to has not been eliminated or insured over, Owner shall be entitled to either (i) terminate this Agreement by written notice to the other Party and Escrow Agent, or (ii) waive its objection by written notice of waiver of the title objection delivered to the other Party and Escrow Agent. If the objecting Party does not waive its objection, this Agreement shall automatically terminate and the Escrow Agent shall promptly return all monies and other deposits, less the administrative costs of escrow, to the Parties making such deposit, and the Parties hereto shall have no further obligations to each other. If the matter objected to is eliminated or the Escrow Agent agrees to insure over said matters or if the purchasing Party waives its objection, Close of Escrow shall occur on the later of (i) five (5) days after the Parties' receipt of notification thereof or (ii) the Closing Date.

5. Exchange of Land. The City agrees to deliver and exchange fee simple title to the City Exchange Property, subject to valid existing rights, easements, rights-of-way by executing a special warranty deed, substantially in the form of Exhibit 6 and depositing the special warranty deed in Escrow no later than five (5) days prior to the Closing Date. Owner agrees to deliver and exchange fee simple title to the Runyan Exchange Property, subject to valid existing rights, easements, and rights-of-way, by executing a warranty deed, substantially in the form of Exhibit 7, and depositing the warranty deed in Escrow no later than five (5) days prior to the Closing Date.

6. Title Insurance. Each acquiring Party shall pay for any policy of title insurance on the property being acquired, subject to exceptions not objected to under the Notice of Title Objection described in Section 4.8 of this Agreement.

7. Land Representations and Warranties.

7.1 Authority. The individuals signing this Agreement on behalf of their respective entities have the power and authority to consummate the transactions contemplated by this Agreement. This Agreement and all instruments, documents and agreements to be executed by the undersigned Parties in connection herewith are, or when delivered will be, duly authorized, executed and valid, binding and enforceable obligations.

7.2 Title. Upon Close of Escrow, unless otherwise noted in this Agreement, each of the Parties will acquire good, marketable and insurable title to their respective properties, all free and clear of any liens, encumbrances, security interests, liabilities, assessments, pending assessments, agreements, leases, judgments, and claims, but subject to valid existing rights and easements.

7.3 Litigation. There are no actions, suits or proceedings pending, or to the best knowledge of the Parties, threatened, nor are there any facts or circumstances which could reasonably form the basis for any such suits, actions or proceedings before any judicial body or any governmental authority, against or affecting any of the properties.

7.4 Violations. There are no violations or infringements of any laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, or agreements or rights applicable to or affecting any of the properties contemplated for exchange, and the exchanging Party has received no notices from any governmental agencies, insurance companies, or from any other source with respect to any such violations or alleged violations.

7.5 Condemnation. There are no condemnation proceedings threatened or pending with respect to any part of the properties contemplated for exchange.

7.6 Commissions. Both Parties represent to each other that they have not dealt with any broker or agent or with any finder concerning the property exchange. Each Party shall defend and hold the other harmless from all liability and expense, including, without limitation, attorneys' fees, arising from any claim by any broker, agent or finder for commissions, finder's fees or similar charges because of any act of such Party.

8. Environmental Considerations. Each of the Parties shall have determined, prior to Close of Escrow, to its sole satisfaction, which environmental considerations on the property are and are not likely to prevent immediate or long-term use of the property for the uses contemplated.

8.1 Study Period. Within five (5) days after Opening of Escrow, the Parties shall deliver all environmental studies, tests, reports and other tangible materials in their possession or control that pertain to the properties contemplated for exchange. Each acquiring Party shall have the right to conduct various investigations, studies and reviews of the property to be acquired, including any environmental assessment or Phase I or Phase II environmental study during a period of time beginning on the date of Opening of Escrow and ending five days before the Closing Date (“**Study Period**”). Either Party shall be entitled to terminate this Agreement by written notice to the other Party and Escrow Agent at any time prior to the expiration of the Study Period. In the event of such termination, the Escrow Agent shall promptly return all monies and other deposits, less the administrative costs of escrow, free of any interest or claim of the other Party, and the Parties hereto shall have no further obligations to each other.

8.2 Indemnification. Each exchanging Party shall indemnify, protect, defend and hold the acquiring Party harmless for, from and against any and all claims, costs, liabilities, judgments, losses or expenses (including, without limitation, attorneys’ fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring as a result of that Party’s activities (and the activities of its employees, agents, contractors and representatives) on the exchanged property prior to the Close of Escrow (or dedication or grant, as the case may be) and each of the acquiring Parties shall indemnify, protect and defend and hold the exchanging Party harmless for, from and against any and all claims, costs, liabilities, judgments, losses or expenses (including, without limitation, attorneys’ fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring as a result of the acquiring Party’s activities (and those of its employees, agents, contractors and representatives) on the acquired property following the Close of Escrow and during the acquiring Party’s ownership of the property. This Section 8.2 shall survive Closing as a covenant.

8.3 Environmental Indemnification. Each exchanging Party assures the acquiring Party that to the best of the exchanging Party’s knowledge, the property to be exchanged, including without limitation, the subsurface soils and ground water, are now and as of the Close of Escrow will be: (a) free of any hazardous substances, pollutants or contaminants as these terms are defined in CERCLA, 42 U.S.C. § 9601 *et seq.*, including petroleum products such as crude oil or any fraction thereof (defined herein as “**Hazardous Substances**”), and (b) in compliance with any Federal, State or local laws, regulations, ordinances, and rules relating to the release of Hazardous Substances into the environment.

Each exchanging Party agrees to indemnify, hold harmless, protect and defend against the acquiring Party having to respond to the presence of Hazardous Substances on the acquired property where such presence is attributable to the conduct of the exchanging Party or its employees or agents. These assurances to indemnify, hold harmless, protect and defend include remediation costs, if any, necessary to ensure that the acquiring Party may continue to use the acquired property for non-residential purposes. The exchanging Party shall only be required to take such actions, and assume such costs, necessary to meet applicable current state and federal requirements for ensuring the property’s continued use as a non-residential property. This Section 8.3 shall survive Closing as a covenant.

9. Possession and Entry. Exclusive possession of the exchanged properties shall be delivered to the acquiring Party at Close of Escrow. The acquiring Party or its agents shall have the right during the Study Period to enter the property to be acquired at reasonable times for the purpose of conducting examinations, inspections or testing which the acquiring Party deems reasonably necessary to determine if the property is suitable for the contemplated use.

10. Closing. Not less than five (5) business days prior to the Closing Date, each of the Parties shall deposit the following into Escrow:

- (a) The appropriately executed special warranty deed and warranty deed.
- (b) An affidavit or qualifying statement satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the Non-Foreign Affidavit).
- (c) Such other instruments and funds as are reasonably required by the Escrow Agent or otherwise required to close the Escrow and consummate the exchange of the properties in accordance with the terms of this Agreement.

10.1 Proration. Real estate taxes, if any, shall be prorated on the basis of the most recent tax statement for the applicable property. Such proration shall be made as of 12:01 a.m. on the day the Close of Escrow occurs on the basis of a 365 day year. At least five (5) business days prior to the Closing Date, Escrow Agent shall deliver to the Parties a tentative proration schedule setting forth a preliminary determination.

10.2 Closing Conditions. Escrow Agent shall hold the Close of Escrow on the Closing Date if: (a) Escrow Agent has received in a timely manner all the funds and documents required for Closing; (b) Escrow Agent has received the appropriate commitments for each of the parcels and there is no pending Notice of Title Objection; (c) all of the conditions to Closing have been satisfied.

10.3 Actions by Escrow Agent. To Close Escrow, the Escrow Agent shall:

- (a) Cause the respective special warranty deed and warranty deed to be recorded by the County Recorder of the County of Yuma, Arizona and thereafter mailed to the acquiring Party;
- (b) Deliver the appropriate Owner's Policy and any Non-Foreign Affidavit to the acquiring Party;
- (c) Deliver any excess funds to the appropriate Party depositing such funds.

10.4 Conflicting Demands. Should Escrow Agent receive or become aware of conflicting demands or claims with respect to the Escrow, the rights of any Party to this Agreement, or funds, documents or property deposited with Escrow Agent, the Escrow Agent shall have the right to discontinue any further acts until such conflict is resolved to Escrow Agent's satisfaction.

10.5 Failure to Close: Cancellation. If the Escrow Agent is not in a position to close Escrow on the Closing Date, Escrow Agent shall close Escrow as soon thereafter as possible; provided, however, that unless the Closing Date is extended in writing by both Parties, if the Closing has not occurred by the thirtieth (30th) day following the Closing Date, then Escrow Agent shall return to the depositor thereof any funds or other materials previously placed into Escrow (including any interest on any such funds). No such return shall relieve either Party of liability for any failure to comply with the terms of this Agreement and shall be in addition to any other rights such Party may have at law or in equity.

II. Zoning, Lot Tie/Lot Split, Owner's Rights and Obligations, and Development Standards

11. Zoning. The Parties acknowledge that the Runyan Property and City Exchange Property are zoned Limited Commercial (B-1) District.

12. Development Standards. Unless otherwise specifically exempted in this Agreement, any development, redevelopment or construction on the **Project Site** (defined as the Runyan Property after the Close of Escrow and the City Exchange Property) shall comply with all Applicable Laws in effect as of the date of issuance of the construction permit or other approval for the building, structure or improvement to be constructed.

Owner will landscape the Project Site in accordance with the Yuma City Code. Additionally, Owner shall landscape and maintain the landscaping along the entire 80 foot wide strip of City-owned right-of-way located south of the Project Site along 32nd Street. This landscaping obligation shall run with title to the Project Site until such time that the City widens 32nd Street along the Project Site.

Owner's landscaping obligation requires that Owner landscape and maintain all landscaping on the adjacent, north 40 feet of City-owned right-of-way along the entire 32nd Street frontage from Avenue A to Ivy Lane in accordance with a City approved landscape plan. For the south 40 feet of City-owned right-of-way, from the back of the existing sidewalk to the point 40' south of the Owner's property boundary, Owner shall landscape with colored (not gray), decomposed granite. A landscape plan will be required as part of the plan submittal prior to issuing any City permits for the Project Site. Landscaping must be installed according to the approved landscaping plan prior to issuance of any certificate of occupancy for the Project Site. The conditions of this section shall operate as a covenant on the Project Site until the City widens 32nd Street adjacent to the Project Site.

13. Lot Tie/Lot Split. Upon the Close of Escrow, the Project Site will consist of a number of parcels. In addition to Owner's land exchange obligations described in Section I of this Agreement, within one hundred eighty (180) days of the Close of Escrow and prior to the issuance of any building permit or water meter that would cross an existing parcel line, Owner at Owner's sole cost and expense shall record a City-approved lot tie/lot split similar in form to Exhibit 8 which will tie the City Exchange Property to the remaining Runyan Property.

14. Non-Access Easements. As part of the lot tie/lot split, Owner shall grant a one (1') foot non-access easement to the City prohibiting vehicular access to and from the Project Site except for City-approved locations, but shall allow approved utility and pedestrian access.

15. Easements. As part of the lot tie/lot split Owner shall dedicate a twenty-four (24) foot access easement from Ivy Lane to the alley shown as Parcel B in Exhibit 4. The final location of the access easement across the City Exchange Property shown as Parcel C in Exhibit 4 shall be determined by mutual agreement between Owner and City prior to Owner recording the lot tie/lot split. Additionally, as part of the warranty deed described in Section 5, the City will reserve a sixteen (16') foot wide ingress/egress access and utility easement to the City in, on, under and above Parcel B shown in Exhibit 4 and described in Exhibit 2. Owner agrees that the lot tie/lot split shall also show dedication of the ingress/egress access and utility easement to the City prior to recording the approved lot tie/lot split with the Yuma County Recorder.

16. Vacation of Certain Restrictive Easements. Prior to recording the lot tie/lot split, any easements or licenses on the Project Site must be vacated to the extent that the easement or license requires a utility service provider, licensed cable operator, or other licensed or franchised communications system service provider (collectively, "**Utility Service Provider**") to pay to cross the easement or license to reach any structure on the Project Site or prevent the Utility Service Provider from providing service to any structure on the Project Site.

17. Encroachment and Right-of-Way Permits and Licenses Required. Owner acknowledges and agrees that any work performed in the public right-of-way, or the construction, installation or maintenance of any facility or other improvement in the public right-of-way requires a permit, license, franchise, or similar authorization issued by the controlling agency (the "**Permitting Agency**") through the Permitting Agency's normal and customary process for such issuance. Owner further acknowledges and agrees that City approval of any site plan, lot tie/lot split or plat over all or any portion of the Project Property does not constitute authorization for work or improvements in the public right-of-way or any grant or waiver of any permitting requirements of the Permitting Agency. Owner shall meet all permitting requirements of the Permitting Agency, and shall obtain all necessary permits prior to commencing such work or improvements in the public right-of-way.

18. Additional Requirements. Prior to conveyance or transfer of any portion of the Project Property to a third party or the issuance of any building permit for the Project, Owner shall record against title to the Project Property, utilizing the City's standard forms for such matters:

(a) A median disclosure notifying future owners that a median may be constructed within the public right-of-way which may limit turning movements into and out of the lot or parcel, and

(b) An avigation easement.

19. Development Fee and Water and Sanitary Sewer Capacity Charge Credits. The City acknowledges that a two-story, 3,760 square foot medical building on the Runyan Property was demolished in 2011 in preparation for the Project. Owner is entitled to (a) Office/Institutional Development Fee credits on a square foot basis, for the 3,760 square feet demolished, (b) water capacity charges associated with a two inch (2”) water meter, and (c) sewer capacity charge credits for three thousand (3,000) gallons of sewer capacity. Provided that the lot tie/lot split is generally accomplished as depicted in Exhibit 8 (i.e., tying both the Runyan Property and the City Exchange Property into a single lot), the described non-transferrable, non-refundable credits shall apply to the entire Project Property, and shall be calculated at the rate in effect at the time a building or construction permit is issued or the connection to the City water or sewer system is made, whichever occurs first. All other customary water and sanitary sewer service charges shall be applicable and paid in accordance with City of Yuma Utility Regulations (for example, a Water System Development Charge shall be due if a fire connection to a structure is required).

20. Transfers and Assignments.

20.1 Restrictions. Owner acknowledges that the City has entered into this Agreement in material reliance on the continued operation and development of the Project by Owner. Except in connection with (i) obtaining financing or refinancing as provided in Section 20.2 below, (ii) the exercise of remedies by Lenders (as defined in Section 23) which have entered into nondisturbance agreements with the City, for the Term of this Agreement, Owner shall not sell, convey, assign, hypothecate, pledge, or transfer this Agreement without the prior express written consent of the City, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of the City. Any non-permitted transfer or assignment without the City’s prior written consent shall be null and void and of no force or effect.

(a) This prohibition on assignments and transfers shall be construed to include a prohibition against any assignment by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise. The creation of any partnership, corporation, joint venture, or any other arrangement under which any person or entity other than Owner is entitled to share in profits derived directly or indirectly from the Project shall also be deemed an assignment of this Agreement.

(b) Except as provided otherwise in this Section 20.1 or Section 20.2, City’s consent to assignment or transfer shall require the recording of a “Consent to Transfer or Assignment” or similar instrument in which the assignee or transferee, along with Owner, assumes the obligations and commitments of Owner under this Development Agreement and Applicable

Laws, and the transfer or assignment does not result in a novation. Such instrument shall be executed by Owner, the assignee or transferee, and the City.

20.2 Permitted Assignments and Transfers. Notwithstanding anything to the contrary contained in Section 20.1, but subject to Applicable Laws and not less than fifteen (15) days' prior written notice to the City containing the name and address of each transferee and a detailed description of the interest being transferred, the following transfers shall not require the prior approval of City: (i) any person or entity may transfer its interest in Owner, provided that after each such transfer Owner's principals as of the Effective Date will continue to own at least fifty-one percent (51%) of the total voting interests in Owner; (ii) Owner may transfer this Agreement (and its rights and obligations hereunder, in whole or in part) to Owner's principals as of the Effective Date, or to an affiliate of Owner of which at least fifty-one percent (51%) of the total ownership interest is owned or controlled by Owner's principals as of the Effective Date of this Agreement; (iii) subject to the aforesaid written notice to City containing the name and address of the Lender and a detailed description of the financing or refinancing involved, Owner may pledge, hypothecate, collaterally assign or otherwise encumber all or any part of its rights under this Agreement to a Lender which provides financing or refinancing to Owner in connection with construction, reconstruction, refurbishment, replacement, or the repair of all or any part of the Project, provided that no such pledge, collateral assignment, or encumbrance may encumber any portion of the Project Property that underlies any right-of-way dedication or easement grant made to the City. The express intent of the Parties is that in no event shall the City have, incur, make or accrue any financial, debt or monetary obligation or commitment to any Lender through the terms of this Agreement. City's approval of any such financing is not intended to be, nor shall it be deemed an approval of the terms of the financing.

III. General Provisions

21. Indemnity, Risk of Loss, Insurance

21.1 Indemnification by Owner. Owner shall pay, defend, indemnify and hold the City and its City Council members, officers, employees and agents harmless from and against all claims, demands, costs of defense, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorney's fees, experts' fees and court costs associated) which arise from or relate in any way to any act or omission by Owner, or Owner's employees, contractors, subcontractors, agents or representatives; provided however, that the provisions of this Section 21.1 shall not apply to loss, defense costs, damages or claims which are attributable to acts or omissions of the City, its employees, contractors, subcontractors, agents or representatives, and Owner shall have no defense obligations in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of the City, its employees, contractors, subcontractors, agents or representatives. The indemnity obligations of Owner shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

21.2 Indemnification by the City. The City shall pay, defend, indemnify and hold Owner and Owner's partners, shareholders, officers, managers, members, agents and representatives harmless from and against all claims, demands, costs of defense, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including attorney's and experts' fees and court costs associated) which arise from or which relate in any way to any act or omission on the part of the City, its employees, contractors, subcontractors or representatives; provided however, that the provisions of this Section 21.2 shall not apply to loss, defense costs, damages or claims which are attributable to acts or omissions of Owner, its employees, contractors, subcontractors, agents or representatives, and the City shall have no defense obligations in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Owner, Owner's employees, contractors, subcontractors, agents or representatives. The indemnity obligations of the City shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

21.3 Risk of Loss. At all times Owner assumes the risk of any and all loss, damage or claims to or relating to the Project.

22. Default. If either Party defaults (the "Defaulting Party") with respect to any of such party's obligations, then the other Party (the "Non-Defaulting Party") shall give written notice in the manner prescribed in Section 24 to the Defaulting Party. The notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have:

(a) twenty (20) days from the date of receipt of such notice within which to correct such default if it can be reasonably corrected by the payment of money, or

(b) sixty (60) days from the date of receipt of such notice to cure such default if action other than payment of money is reasonably required, or

(c) if any such non-monetary default cannot reasonably be cured within sixty (60) days for reasons beyond its control (financial inability, construction delays and market conditions excepted), then such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

22.1 Events of Default by Owner. "**Default**" or an "**Event of Default**" by Owner under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Owner was materially inaccurate when made or shall prove to be materially inaccurate during the Term of this Agreement;

(b) Foreclosure (or deed in lieu of foreclosure) of the Project Property, excluding liens imposed in connection with Owner's financing or refinancing by Lenders which have entered into nondisturbance agreements with the City;

(c) Owner transfers or attempts to transfer or assign this Agreement in violation of Sections 20.1 and Section 20.2;

(d) Owner fails to observe or perform any other material covenant, obligation or agreement required of Owner under this Agreement.

22.2 Events of Default by the City. “**Default**” or and “**Event of Default**” by the City under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate during the Term of this Agreement;

(b) The City fails to observe or perform any material covenant, obligation or agreement required of the City under this Agreement.

22.3 Remedies. If the default is not corrected within the time periods described in Section 22 above, the Non-defaulting Party shall have all remedies available to it at law or equity, subject to the limitations set forth herein. Either Party may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages. If the default is not cured within 180 days after written notice thereof is delivered in accordance with Section 24, either party may terminate this Agreement and may suspend any of its non-monetary obligations hereunder.

22.4 Enforced Delay. Owner shall not be considered in Default of any of its obligations under this Agreement directly affected (an “**Affected Obligation**”) by delay due to causes beyond its control, without Owner’s fault, without Owner’s failure to comply with Applicable Laws, and without Owner’s negligence, (an “**Enforced Delay**”) for (1) acts of God, and acts of Third Parties, including Owner’s contractors, subcontractors, suppliers, and persons or entities with whom or which Owner has a contractual relationship, if the act or omission of such Third Party resulting in the delay was beyond the reasonable control of Owner; (2) litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather (or the delays of subcontractors or material suppliers due to such causes); (3) bankruptcy, insolvency or similar action (if initiated by a Third Party). In the event of the occurrence of any Enforced Delay, the time or times for Owner’s performance of the Affected Obligation shall be extended for the period of the Enforced Delay, provided that if Owner seeks the benefit of the provisions of this Section, Owner shall, within thirty (30) days after Owner knows or reasonably could have known of any such Enforced Delay, first notifies the City of the specific delay in writing and claims the right to an extension for the period of the Enforced Delay, and provided further that no such extension, whether one or more, shall be claimed for or

exceed a cumulative total of one hundred and eighty (180) days for any particular Affected Obligation. Notwithstanding the foregoing, the City shall have no obligation to issue any permits or grant any approvals, unless all requirements under Applicable Laws for the issuance of such permits or the grant of such approvals have been met, including without limitation the payment of all applicable fees, such as planning fees, permit fees, utility fees, and City of Yuma Development Fees. Additionally, nothing set forth in this paragraph modifies the rates of any fees applicable to the Project.

22.5 Delays; Waiver. It is the intent of the Parties that no delay in exercising any right or remedy for the periods specified in this Section 22 (or as extended in writing signed by the City Administrator and Owner's Managing Member) shall constitute a waiver or limit a Party's rights. This provision will enable each Party to avoid the risk of being limited in the exercise of its rights and remedies by waiver or laches or otherwise at a time when the Party may still hope to resolve the problems created by the default. Either of the Parties shall have the right to waive performance by the other Party of any obligation under this Agreement, but no such waiver shall be valid unless in writing signed by the Party so waiving. No waiver by either Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

23. Rights of Lenders. Financing (whether existing or future) or refinancing for acquisition, development and/or construction of the Project and/or improvements may be provided, in whole or in part, from time to time, by one or more Third Parties (individually a "**Lender**," and collectively the "**Lenders**"), to whom Owner may collaterally assign its rights under this Agreement. In the event of default by Owner, City shall provide written notice of such event of default, at the same time notice is provided to Owner, to not more than two (2) of such Lenders as previously designated by Owner to receive such notice (the "**Designated Lenders**") whose names and addresses are provided by written notice to City in accordance with Section 24 below. City shall give Owner copies of any such notice provided to such Designated Lenders and, unless Owner notifies City that the Designated Lenders names or addresses are incorrect (and provides City with the correct information) within three (3) business days after Owner receives its copies of such notice from City, City will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Owner may provide notices to other Lenders. If a Lender is permitted, under the terms of a non-disturbance agreement with City to cure the event of default and/or to assume Owner's position with respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.

24. Notices. All notices, consents, requests, instructions, approvals, or other communications required or permitted to be given hereunder, shall be in writing, and shall become effective upon receipt if delivered in person, upon delivery if deposited with a recognized national courier for next business day delivery, or 72 hours after such are deposited in

the United States mail, certified postage prepaid and return receipt request, addressed as shown below, or to such other address as any Party hereto may, from time to time, designate in writing.

Runyan Enterprises, LLC
Attn: Dr. Todd K. Runyan
2851 S. Avenue B, Suite 100
Yuma, AZ 85364

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

25. Construction; Severability. Captions of the paragraphs are for convenience only and shall not govern the interpretation of the terms and provisions hereof. This Agreement represents the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

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

26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement. No oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding.

27. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a Party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner under this Agreement.

28. Date of Performance. Time is of the essence. If the date of performance of any obligation hereunder or the last day of any time period provided for herein should fall on a

Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday, or legal holiday.

29. Counterparts. For the convenience of the Parties, this Agreement may be executed in two or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. None of the preparation, circulation of drafts, negotiations, or transmission of signed copies of this Agreement shall constitute an offer to exchange the properties. Neither Party shall have any right, duty or obligation under this Agreement unless and until this Agreement or counterparts hereof have been executed by both Parties.

30. Representations of the Parties:

30.1 Owner Representations. Owner represents and warrants that:

(a) Owner has the full right, power and authorization to enter into and perform this Agreement, the obligations and undertakings of Owner under this Agreement, and the execution, delivery and performance of this Agreement by Owner has been duly authorized, agreed to, and is in compliance with any organizational documents of Owner.

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

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

(d) As of the date of this Agreement, Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting Owner, which could have a material adverse effect on Owner's performance under this Agreement that has not been disclosed in writing to the City.

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

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

(g) Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects.

(h) Owner has had opportunity for independent legal review of this Agreement by counsel of its choosing prior to the execution hereof.

30.2 City representations. City represents and warrants to Owner that:

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

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

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

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

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

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

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

31. Exhibits; Sections. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement. References to Sections are to Sections of this Agreement unless stated otherwise.

32. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing

Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

33. Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors in interest and assigns of each of the Parties pursuant to A.R.S. § 9-500.05D, and will run with the land during the Term of the Agreement as defined in Section 3 or such longer period where the covenant expressly survives the termination of this Agreement. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns.

34. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yuma (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 34.

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

36. Recordation. City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.

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

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

39. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by City and Owner. Within ten (10) days after any amendment to

this Agreement, such amendment shall be recorded in the Official Records of Yuma County, Arizona.

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

41. Proposition 207 Waiver. Owner waives and releases the City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Project Property or any portion thereof, as a result of City's approval or failure to approve this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Yuma

**Runyan Enterprises, LLC, an Arizona
limited liability company**

By: _____
Gregory K. Wilkinson
City Administrator

By: _____
Todd K. Runyan
Manager

ATTEST

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM

By: _____
Steven W. Moore
City Attorney

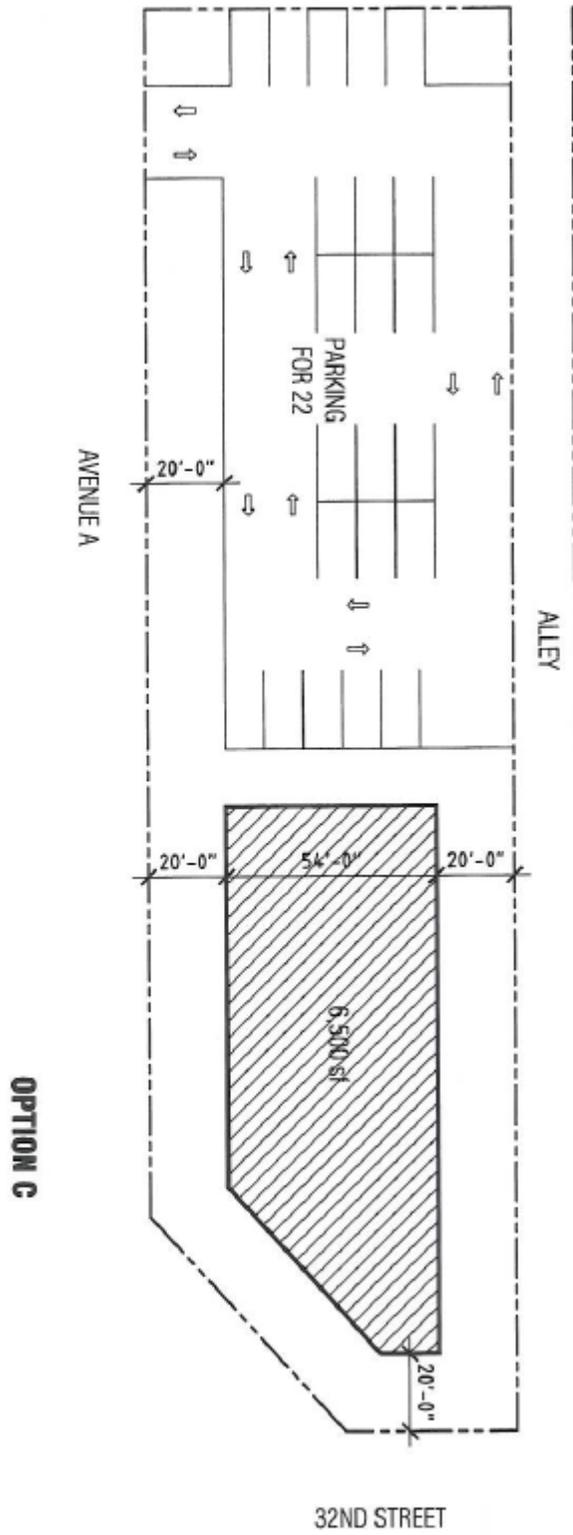
ACCEPTANCE OF ESCROW

ACCEPTED AND ESCROW OPENED this ___ day of _____, 2014 (the "**Opening of Escrow**"). Escrow Agent agrees to be bound by the provisions of this Agreement and to perform its obligations set forth herein.

Citizens Title and Trust

By: _____
Escrow Agent

Exhibit 1 Conceptual Site Plan



CONCEPT SITE PLAN
SCALE: 1" = 40'-0" PATTENSON SHAWSON ARCHITECTS



Exhibit 2
City Exchange Property – Portion of Alley to be Vacated

LEGAL DESCRIPTION (ALLEY TO BE ABANDONED)

A PORTION OF THE ALLEY OF BLOCK 14, PALM CROFT ESTATES UNIT NO. 3 AMENDED, AS RECORDED IN BOOK 3 OF SUBDIVISION PLATS, PAGE 124, IN THE OFFICE OF THE YUMA COUNTY RECORDER, COUNTY OF YUMA, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE SOUTH 89°22'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 150.95 FEET;
THENCE NORTH 00°05'06" WEST ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 117.00 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE ALLEY;
THENCE NORTH 00°05'06" WEST ALONG THE EAST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.53 TO THE NORTHWEST CORNER OF LOT 9 OF BLOCK 14 OF SAID SUBDIVISION;
THENCE SOUTH 89°55'23" WEST A DISTANCE OF 16.00 FEET TO THE WEST RIGHT OF WAY LINE OF ALLEY;
THENCE SOUTH 00°05'06" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.34 TO A POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID ALLEY AND THE TRUE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 1,878.98 SQ. FT. OR 0.043 OF AN ACRE.

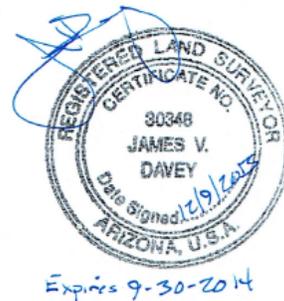


Exhibit 3
City Exchange Property

LEGAL DESCRIPTION (PORTION OF LOTS 9 AND 10)

A PORTION OF LOTS 9 AND 10, BLOCK 14, PALM CROFT ESTATES UNIT NO. 3 AMENDED, AS RECORDED IN BOOK 3 OF SUBDIVISION PLATS, PAGE 124, IN THE OFFICE OF THE YUMA COUNTY RECORDER, COUNTY OF YUMA, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE SOUTH 89°22'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 293.90 FEET TO A POINT BEING THE INTERSECTION WITH THE RIGHT OF WAY CENTERLINE OF IVY LANE;
THENCE NORTH 00°04'59" WEST ALONG THE RIGHT OF WAY CENTERLINE OF IVY LANE A DISTANCE OF 236.19 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 9;
THENCE SOUTH 89°55'23" WEST A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LOT 9 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°55'23" WEST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 109.95 FEET TO THE NORTHWEST CORNER OF LOT 9;
THENCE SOUTH 00°05'06" EAST ALONG THE WEST LINE OF LOT 9 AND 10 A DISTANCE OF 117.53 FEET, TO A POINT ON THE WEST LINE OF LOT 10, SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 109.95 FEET TO A POINT ON THE EAST LINE OF LOT 10, SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4;
THENCE NORTH 00°04'59" WEST ALONG THE EAST LINE OF LOTS 10 AND 9 A DISTANCE OF 118.87 FEET TO THE NORTHEAST CORNER OF LOT 9 AND THE TRUE POINT OF BEGINNING.

SUBJECT TO SOUTHWEST CORPORATION GRANT OF EASEMENT AS RECORDED IN FEE NO. 2013-13564 IN THE OFFICE OF THE YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

CONTAINING A GROSS AREA OF 12,996.01 SQ. FT. OR 0.298 OF AN ACRE.

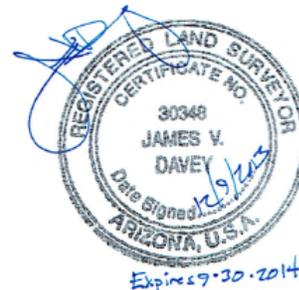
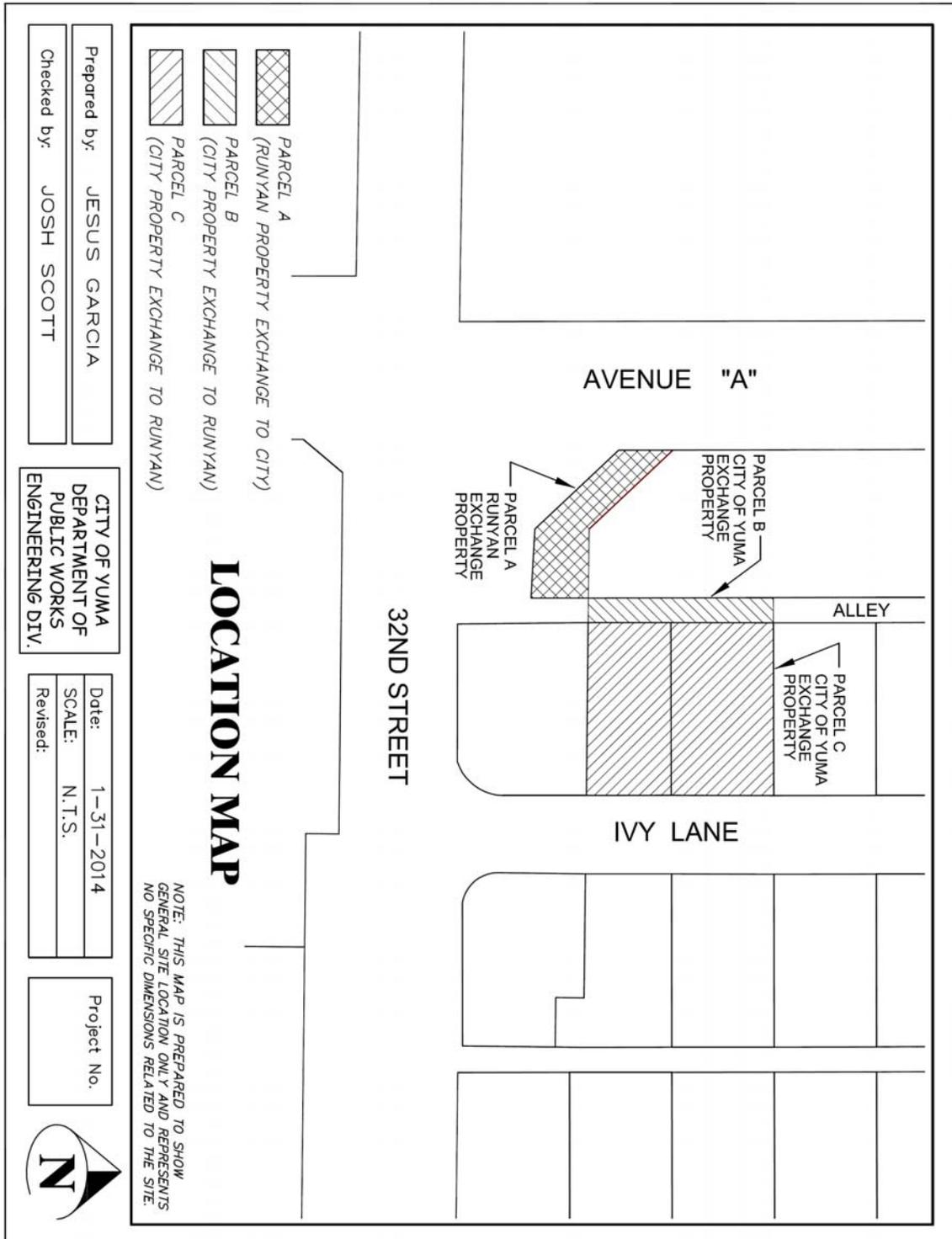


Exhibit 4



LOCATION MAP

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

-  PARCEL A
(RUNNYAN PROPERTY EXCHANGE TO CITY)
-  PARCEL B
(CITY PROPERTY EXCHANGE TO RUNNYAN)
-  PARCEL C
(CITY PROPERTY EXCHANGE TO RUNNYAN)

Prepared by: JESUS GARCIA
Checked by: JOSH SCOTT

CITY OF YUMA
DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIV.

Date: 1-31-2014
SCALE: N.T.S.
Revised:

Project No.



Exhibit 5
Runyan Exchange Property

LEGAL DESCRIPTION (ROADWAY RIGHT-OF-WAY)

A PORTION OF PARCEL "A" OF THE RUNYAN LOT TIE, AS RECORDED IN BOOK 26, PAGE 30, DATED FEBRUARY 2, 2012, IN THE YUMA COUNTY RECORDER'S OFFICE, YUMA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE NORTH 00°05'13" WEST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 167.01 FEET;
THENCE SOUTH 89°22'43" EAST A DISTANCE OF 49.00 FEET TO THE WEST LINE OF PARCEL "A" OF THE RUNYAN LOT TIE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 44°43'58" EAST A DISTANCE OF 71.15 FEET;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 43.95 FEET TO THE EAST LINE OF SAID PARCEL "A", SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE SOUTH 00°05'06" EAST ALONG THE EAST LINE OF PARCEL "A" A DISTANCE OF 36.70 FEET TO THE SOUTHEAST CORNER OF PARCEL "A", SAID POINT BEING 80.30 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE NORTH 86°35'02" WEST ALONG THE SOUTH LINE OF PARCEL "A" A DISTANCE OF 44.05 FEET;
THENCE NORTH 43°22'04" WEST ALONG THE SOUTHWESTERLY LINE OF PARCEL "A" A DISTANCE OF 72.89 FEET TO THE WEST LINE OF PARCEL "A", SAID POINT BEING 49.00 FEET EAST OF THE WEST LINE OF SECTION 4;
THENCE NORTH 00°05'13" WEST ALONG THE WEST LINE OF PARCEL "A" AND PARALLEL WITH THE WEST LINE OF SECTION 4 A DISTANCE OF 32.04 FEET TO A POINT 167.01 FEET NORTH OF THE SOUTH LINE OF SECTION 4 AND THE TRUE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 3,230.82 SQ. FT. OR 0.074 OF AN ACRE.



Exhibit 6
Special Warranty Deed
(City of Yuma to Runyan Enterprises)

RECORDING REQUESTED BY
Citizens Title & Trust
AND WHEN RECORDED MAIL TO:

Runyan Enterprises LLC
3151 S. Avenue A
Yuma, AZ 85364

ESCROW NO.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

City of Yuma, an Arizona municipal corporation

do/does hereby convey to

Runyan Enterprises, LLC, an Arizona limited liability company

The following real property situated in Yuma County, Arizona:

See Exhibit A and Exhibit A-1 attached hereto and made a part hereof.

RESERVING unto the Grantor an Easement for ingress/egress and utilities, more particularly described on Exhibit B attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated this _____ day of _____, 2014

SELLER:
City of Yuma, a municipal corporation of the state of
Arizona

Gregory K. Wilkinson, City Administrator

Escrow No.:

ACKNOWLEDGEMENT

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____ 2014 by Gregory K. Wilkinson, City Administrator for the City of Yuma, an Arizona municipal corporation on behalf of the municipal corporation.

Witness my hand and official seal.

Signature _____

For Notary Seal or Stamp

Legal Descriptions Verified by City Engineer	
Date	

Exhibit A
City Exchange Property – Portion of Alley to be Vacated

LEGAL DESCRIPTION (ALLEY TO BE ABANDONED)

A PORTION OF THE ALLEY OF BLOCK 14, PALM CROFT ESTATES UNIT NO. 3 AMENDED, AS RECORDED IN BOOK 3 OF SUBDIVISION PLATS, PAGE 124, IN THE OFFICE OF THE YUMA COUNTY RECORDER, COUNTY OF YUMA, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE SOUTH 89°22'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 150.95 FEET;
THENCE NORTH 00°05'06" WEST ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 117.00 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE ALLEY;
THENCE NORTH 00°05'06" WEST ALONG THE EAST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.53 TO THE NORTHWEST CORNER OF LOT 9 OF BLOCK 14 OF SAID SUBDIVISION;
THENCE SOUTH 89°55'23" WEST A DISTANCE OF 16.00 FEET TO THE WEST RIGHT OF WAY LINE OF ALLEY;
THENCE SOUTH 00°05'06" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.34 TO A POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID ALLEY AND THE TRUE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 1,878.98 SQ. FT. OR 0.043 OF AN ACRE.



Expires 9-30-2014

Exhibit A-1
City Exchange Property

LEGAL DESCRIPTION (PORTION OF LOTS 9 AND 10)

A PORTION OF LOTS 9 AND 10, BLOCK 14, PALM CROFT ESTATES UNIT NO. 3 AMENDED, AS RECORDED IN BOOK 3 OF SUBDIVISION PLATS, PAGE 124, IN THE OFFICE OF THE YUMA COUNTY RECORDER, COUNTY OF YUMA, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE SOUTH 89°22'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 293.90 FEET TO A POINT BEING THE INTERSECTION WITH THE RIGHT OF WAY CENTERLINE OF IVY LANE;
THENCE NORTH 00°04'59" WEST ALONG THE RIGHT OF WAY CENTERLINE OF IVY LANE A DISTANCE OF 236.19 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 9;
THENCE SOUTH 89°55'23" WEST A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LOT 9 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°55'23" WEST ALONG THE NORTH LINE OF LOT 9 A DISTANCE OF 109.95 FEET TO THE NORTHWEST CORNER OF LOT 9;
THENCE SOUTH 00°05'06" EAST ALONG THE WEST LINE OF LOT 9 AND 10 A DISTANCE OF 117.53 FEET, TO A POINT ON THE WEST LINE OF LOT 10, SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 109.95 FEET TO A POINT ON THE EAST LINE OF LOT 10, SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4;
THENCE NORTH 00°04'59" WEST ALONG THE EAST LINE OF LOTS 10 AND 9 A DISTANCE OF 118.87 FEET TO THE NORTHEAST CORNER OF LOT 9 AND THE TRUE POINT OF BEGINNING.

SUBJECT TO SOUTHWEST CORPORATION GRANT OF EASEMENT AS RECORDED IN FEE NO. 2013-13564 IN THE OFFICE OF THE YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

CONTAINING A GROSS AREA OF 12,996.01 SQ. FT. OR 0.298 OF AN ACRE.

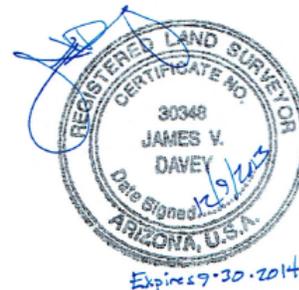


Exhibit B

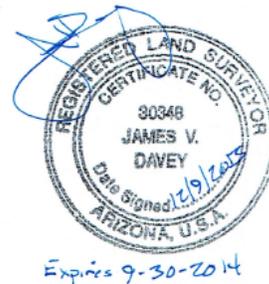
Grantor herein reserves an Easement for ingress, egress, utilities and the right to operate, repair, replace, maintain, and remove utilities and appurtenant lines and/or facilities from the subject real property; to add or to modify any such utilities or facilities; and to trim or remove any obstructions and impediments that, may interfere with the construction or endanger the operation of the aforementioned utility lines, conduits and/or facilities, with access to and egress on, through and along the easement, and to permit the installation of utility lines, fixtures and appurtenances, conduits, or cables of any other utility company within the boundaries of this easement over the following described property:

**LEGAL DESCRIPTION
RESERVED INGRESS, EGRESS AND UTILITY EASEMENT**

A PORTION OF THE ALLEY OF BLOCK 14, PALM CROFT ESTATES UNIT NO. 3 AMENDED, AS RECORDED IN BOOK 3 OF SUBDIVISION PLATS, PAGE 124, IN THE OFFICE OF THE YUMA COUNTY RECORDER, COUNTY OF YUMA, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE SOUTH 89°22'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 150.95 FEET;
THENCE NORTH 00°05'06" WEST ALONG THE CENTERLINE OF SAID ALLEY A DISTANCE OF 117.00 FEET TO A POINT ON THE CENTERLINE OF THE ALLEY AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE EAST RIGHT OF WAY LINE OF THE ALLEY;
THENCE NORTH 00°05'06" WEST ALONG THE EAST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.53 TO THE NORTHWEST CORNER OF LOT 9 OF BLOCK 14 OF SAID SUBDIVISION;
THENCE SOUTH 89°55'23" WEST A DISTANCE OF 16.00 FEET TO THE WEST RIGHT OF WAY LINE OF ALLEY;
THENCE SOUTH 00°05'06" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE ALLEY A DISTANCE OF 117.34 TO A POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID ALLEY AND THE TRUE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 1,878.98 SQ. FT. OR 0.043 OF AN ACRE.



**Exhibit 7
Warranty Deed
(Runyan Enterprises to City of Yuma)**

**RECORDING REQUESTED BY
Citizens Title & Trust
AND WHEN RECORDED MAIL TO:
CITY OF YUMA**

ESCROW NO.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Runyan Enterprises, LLC, an Arizona limited liability company

do/does hereby convey to

City of Yuma, an Arizona municipal corporation

The following real property situated in Yuma County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Exempt from Affidavit per ARS § 11-1134 B 3

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated this _____ day of _____ 2014

SELLER:

Runyan Enterprises, LLC, an Arizona limited liability company

**By: Todd K. Runyan
Its: Manager**

Accepted and approved this _____ day of _____, 2014

City of Yuma

Gregory K. Wilkinson,
City Administrator

Attest:

Lynda L. Bushong
City Clerk

Approved as to Form:

Steven W. Moore
City Attorney

ACKNOWLEDGEMENT

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____ 2014 by
Todd K. Runyan, Manager, Runyan Enterprises, LLC, an Arizona limited liability company, on behalf
of the company.

Witness my hand and official seal.

Signature _____

For Notary Seal or Stamp

Legal Descriptions Verified by City Engineer	
Date	

Exhibit A
Runyan Exchange Property

LEGAL DESCRIPTION (ROADWAY RIGHT-OF-WAY)

A PORTION OF PARCEL "A" OF THE RUNYAN LOT TIE, AS RECORDED IN BOOK 26, PAGE 30, DATED FEBRUARY 2, 2012, IN THE YUMA COUNTY RECORDER'S OFFICE, YUMA COUNTY, ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 23 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;
THENCE NORTH 00°05'13" WEST ALONG THE WEST LINE OF SAID SECTION 4 A DISTANCE OF 167.01 FEET;
THENCE SOUTH 89°22'43" EAST A DISTANCE OF 49.00 FEET TO THE WEST LINE OF PARCEL "A" OF THE RUNYAN LOT TIE AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 44°43'58" EAST A DISTANCE OF 71.15 FEET;
THENCE SOUTH 89°22'43" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SECTION 4 A DISTANCE OF 43.95 FEET TO THE EAST LINE OF SAID PARCEL "A", SAID POINT BEING 117.00 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE SOUTH 00°05'06" EAST ALONG THE EAST LINE OF PARCEL "A" A DISTANCE OF 36.70 FEET TO THE SOUTHEAST CORNER OF PARCEL "A", SAID POINT BEING 80.30 FEET NORTH OF THE SOUTH LINE OF SECTION 4;
THENCE NORTH 86°35'02" WEST ALONG THE SOUTH LINE OF PARCEL "A" A DISTANCE OF 44.05 FEET;
THENCE NORTH 43°22'04" WEST ALONG THE SOUTHWESTERLY LINE OF PARCEL "A" A DISTANCE OF 72.89 FEET TO THE WEST LINE OF PARCEL "A", SAID POINT BEING 49.00 FEET EAST OF THE WEST LINE OF SECTION 4;
THENCE NORTH 00°05'13" WEST ALONG THE WEST LINE OF PARCEL "A" AND PARALLEL WITH THE WEST LINE OF SECTION 4 A DISTANCE OF 32.04 FEET TO A POINT 167.01 FEET NORTH OF THE SOUTH LINE OF SECTION 4 AND THE TRUE POINT OF BEGINNING.

CONTAINING A GROSS AREA OF 3,230.82 SQ. FT. OR 0.074 OF AN ACRE.





City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: Public Works

DIVISION: City Engineering

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Development Fee Deferral: Basera Holdings, LLC

SUMMARY RECOMMENDATION:

Approve a Development Agreement request with Basera Holdings, LLC, permitting the deferral of City of Yuma Development Fees and water and sewer capacity charges for properties in Basera Subdivision.

REPORT:

City Administration and staff have previously met with the development community regarding current local economic activity, particularly that of the construction industry, and have recommended a procedure to City Council for deferral of development fees. Upon payment of a \$500.00 deferral fee for City costs associated with processing and tracking the deferrals, for a period of one year (renewable for an additional year at the option of City Council), all development fees, along with sanitary sewer capacity charges, for residential, commercial and industrial development shall be eligible for deferral until prior to issuance of a certificate of occupancy. The eligibility for deferral is in accordance with the specific terms outlined in the proposed development agreement.

It is anticipated that deferring these development fees and capacity charges will help to stimulate economic activity and retain some of the construction jobs that are being lost due to the economic downturn. The deferral must be accomplished in accordance with Arizona Statute (A.R.S. § 9-463.05), through a development agreement.

Basera Holdings, LLC has requested a deferral of development fees and water and sewer capacity charges for the Basera Subdivision property in accordance with the terms of the proposed development agreement.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00	General Fund	
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Pat Wicks for Gregory K. Wilkinson		9/10/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		9/10/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Joshua Scott /Joel Olea		9/2/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Teresa Blackburn		7/16/2014		

RESOLUTION NO. R2014-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA,
AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT PERMITTING
THE DEFERRAL OF CITY OF YUMA DEVELOPMENT FEES AND WATER AND
SANITARY SEWER CAPACITY CHARGES FOR THE BASERA SUBDIVISION**

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

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

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

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

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

SECTION 2: That upon payment to the City of Yuma of the described processing fee, the City Administrator is authorized and directed to execute the Development Agreement on behalf of the City of Yuma.

Adopted this _____ day of _____, 2014.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

RESOLUTION NO. R2014-32

**EXHIBIT A
DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Basera Holdings, LLC, an Arizona limited liability company (“Owner”), as owner of the real property described in the Basera Subdivision plat, lots 1 through 40, recorded as Yuma County Assessor’s Fee #: 2014-14304, Book 27 of Plats Page 38, (the “Property”) and the City of Yuma, an Arizona municipal corporation (“City”).

RECITALS

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

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

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

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

1. Term. This Agreement shall be effective upon execution by all of the parties to this Agreement (the “Effective Date”) and shall expire one year from the Effective Date (the “Expiration Date”) unless the parties mutually agree to an earlier termination or the City Council, by proper motion, extends this Agreement for an additional one year term, in which case the Expiration Date shall be two years from the Effective Date.
2. Vesting. Vesting of the deferral benefit shall accrue on a lot by lot basis. To vest the right of deferral, the residential unit must pass the under slab plumbing and building setback inspection (“underground inspection”) within 30 days of the date of issuance of the building permit. Time is of the essence. If the underground inspection is not successfully completed within 30 days of the issuance of the building permit, no right to deferral shall vest, and Owners shall either: (1) be issued a refund of 80% of the cost of the building permit and the building permit shall expire; or (2) all deferred amounts shall immediately be due and payable to the City to prevent the building permit from expiring. At the expiration or termination of this Agreement, any vested lot shall continue to enjoy the deferral benefit unless construction is abandoned by Owners. On the Expiration Date, the deferral benefit shall expire for any non-vested lot.

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

OWNER:

Triguna Israel, Manager
BASERA Holdings, LLC
3159 S. Horseshoe Bend Ave
Yuma, AZ 85364

CITY:

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

DATED this _____ day of _____, 2014.

CITY OF YUMA:

OWNER: BASERA HOLDINGS, LLC

By: _____
Gregory K. Wilkinson
City Administrator

By: _____
Triguna Israel
Its: Manager

ATTEST:

By: _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By: _____
Steven W. Moore
City Attorney

ACKNOWLEDGEMENTS

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2014 by Triguna Israel, Manager of Basera Holdings, LLC., an Arizona limited liability company, on behalf of the company.

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

My commission expires:

By: _____
Notary Public



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: City Administration

DIVISION:

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
 Declaration of Surplus and Authorization of Transfer of Land: Arizona Department of Veteran's Services

SUMMARY RECOMMENDATION:
 Declare certain property at the southeast corner of Avenue 6E and the 34th Street alignment as surplus and authorize conveyance of the property to the State of Arizona, Department of Veterans' Services, which will automatically revert to the City if certain conditions are not met.

REPORT:
 The Arizona Department of Veterans' Services is proposing the construction of a 60-bed nursing care facility to be located in Yuma, Arizona. If approved by the Veterans' Administration (VA), construction funding for this project will be made available through the VA's State Home-Construction Grant Program and the State of Arizona, which is characterized by a joint cost-sharing agreement between the VA and the State of Arizona.

The proposed 65,000 square-foot Arizona State Veteran Home will house three, 15-bed long term care units and one, 15-bed dementia secure unit. It will serve La Paz and Yuma counties. The facility will be designed in accordance with the Community Living Center (CLC) concept, and include a separate Alzheimer's unit, a skilled nursing unit with Medicare certified beds, a gift shop, a barber/beauty shop, and a meditation room for the use of the residents and family members. Veterans Benefits Counselors will be available to assist residents in obtaining their benefits. Social services will also be available to provide support for residents and their families.

The Arizona Department of Veterans' Services has requested that the City of Yuma provide an 8-acre parcel of land, described in Exhibit A attached to the proposed ordinance and depicted on the attached Location Map, for construction of the Facility.

In order to accomplish the conveyance, City Council must first declare the site surplus property, then authorize transfer of the property by deed to the State of Arizona, Department of Veterans' Services.

The deed will have an automatic reversion clause and may contain benchmarks that revert the property to the City of Yuma if the Arizona Department of Veterans' Services fails to meet the benchmarks or build the facility as proposed. The deed will also contain a restriction limiting the property's use to the proposed veterans care facility.

The current estimated fair market value of the property is approximately \$400,000.

For the reasons addressed above, it is requested that City Council adopt the attached ordinance, declaring the described property surplus for City use, and authorizing conveyance of the property by deed to the State of Arizona, for the purpose of construction of a veteran care facility.

FISCAL REQUIREMENTS	CITY FUNDS: \$5,000.00	BUDGETED: \$0.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:
	TOTAL: \$5,000.00	
	FISCAL IMPACT STATEMENT: Costs include recording fees and legal fees associated with the legal review of deed language.	
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.	
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office <input type="checkbox"/> Document to be recorded	
SIGNATURES	CITY ADMINISTRATOR: Gregory K. Wilkinson	DATE: 8/26/2014
	REVIEWED BY CITY ATTORNEY: Steven W. Moore	DATE: 8/26/2014
	RECOMMENDED BY (DEPT/DIV HEAD): Ricky Rinehart	DATE: 8/21/2014
	WRITTEN/SUBMITTED BY: Teresa Blackburn/Deb Vining	DATE: 8/13/2014

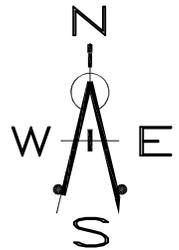
32ND STREET

NOT A PART

AVENUE 6E

8.069 Acres

PARCEL
197-09-002



PROPOSED VA
HOME LOCATION

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

LOCATION MAP

Prepared by: JOHN NYE

Checked by: CRAIG GRANQUIST

CITY OF YUMA
DEPARTMENT OF
PUBLIC WORKS
ENGINEERING DIV.

DATE: 8-12-2014

SCALE: N.T.S

REVISED: 8-14-2014

CIP NO.

ORDINANCE NO. O2014-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, DECLARING A CERTAIN PARCEL OF REAL PROPERTY, HEREAFTER DESCRIBED, SURPLUS FOR USE BY THE CITY AND AUTHORIZING CONVEYANCE OF THE PROPERTY TO THE STATE OF ARIZONA, DEPARTMENT OF VETERANS' SERVICES, FOR THE PURPOSE OF CONSTRUCTING A VETERAN'S CARE FACILITY

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

WHEREAS, the City is the owner of vacant real property located at the southeast corner of the Avenue 6E and 34th Street alignment; and,

WHEREAS, the State of Arizona, Department of Veterans' Services, has requested that the City of Yuma convey 8 acres of vacant City-owned property to the State of Arizona, Department of Veterans' Services, for the construction of a veteran's care facility; and,

WHEREAS, the military is an integral part of the City's economy and community, and the City Council seeks to ensure veterans receive quality medical care in the Yuma community; and,

WHEREAS, subsequent to the conveyance of the described real property, the construction, operation and maintenance of the veteran's care facility, will enhance the economic stability and growth of the City and serve to benefit the health, safety and welfare of Yuma's citizens.

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

SECTION 1: The City Council finds that use of the eight acres of City-owned real property (Property), described in Exhibit A attached and by this reference made a part of this ordinance, as a veteran's care facility is a public use that serves the public interest of the City of Yuma and would be of public benefit.

SECTION 2: In consideration of the proposed public use, the Property is declared surplus for use by the City, so long as the Property shall not be subject to transfer from the grantee, State of Arizona, Department of Veteran's Affairs, to any party other than the City of Yuma.

SECTION 3: Conveyance of the Property by deed from the City of Yuma as grantor, to the State of Arizona, Department of Veteran's Affairs, as grantee, is authorized under the condition that fee title to the Property automatically reverts to the City of Yuma in four years from the effective date of this ordinance if the proposed veterans' care facility is not constructed on the Property.

SECTION 4: The City Administrator is authorized to include additional reversion clauses in the form of covenants that the Property shall only be used as a veteran's care facility, and shall not be transferred from the State of Arizona, Department of Veteran's Affairs, to any party other than the City of Yuma.

SECTION 5: The City Administrator is authorized to include in the deed, other conditions of reversion such as design, construction and funding benchmarks that the City Administrator determines are in the best interest of the City prior to signing the deed on behalf of the City.

SECTION 6: That City staff is authorized and directed to take the necessary actions to convey the described real property to the State of Arizona, Department of Veterans' Services in accordance with the conditions of this ordinance.

Adopted this _____ day of _____, 2014.

APPROVED:

Douglas J Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

Exhibit A

VA HOME LEGAL DESCRIPTION

A Portion of the North 640 feet of the Southwest quarter(SW1/4) of the Northwest quarter(NW1/4) Section 9, Township 9 South, Range 22 West, Gila & Salt River Base & Meridian, Yuma County, State of Arizona, more particularly described as follows:

Commencing at the West Quarter (W1/4) of said Section 9;

thence N.00° 17' 11"W. for 672.58 FT along the West line of said Section 9;

thence N.89° 52' 24"E. for 50.00 FT along the South line of the North 640 feet of Southwest quarter(SW1/4) of the Northwest quarter(NW1/4) of said Section 9, to a Point on West Right-of-Way line of Avenue 6 E and The True Point of Beginning;

thence N.89° 52' 24"E. for 586.05 FT;

thence N.00° 17' 11"W. for 610.00 FT;

thence S.89° 52' 24"W. for 408.05 FT;

thence S.00° 07' 36"E. for 4.00 FT;

thence S.89° 52' 24"W. for 120.00 FT;

thence S.44° 47' 07"W. for 56.48 FT;

thence S.00° 17' 11"E. for 210.00 FT;

thence S.89° 42' 49"W. for 18.00 FT;

thence S.00° 17' 11"E. for 355.95 FT,

to the True Point of Beginning,

the Area being 8.069 Acres more or less



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 17, 2014

DEPARTMENT: Community Development

DIVISION: Community Planning

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

TITLE:
Zoning Code Text Amendment: Accessory Structures

SUMMARY RECOMMENDATION:
Amend the City of Yuma Zoning Code to add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts. (ZONE-6490-2014).

REPORT:
On August 25, 2014, the Planning and Zoning Commission voted to recommend APPROVAL (5-0, with one vacancy and Sorenson absent) of the request to amend the City of Yuma Zoning Code to add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts.

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

QUESTIONS FOR STAFF

“**David Koopmann – Planning and Zoning Commissioner**, stated that this request made sense. Most new developments have utilities in the street, rather than the back yard, accessing them from the alley. Some of the reasons that older utility easements exist might not be relevant any longer.

“**Del Cave – Planning and Zoning Commissioner**, asked who would wash their clothes outside. **Joy Everett – Senior Planner**, said many people have their washing machines outside. **Cave** asked about a sink. **Everett** said that was starting to get into a habitable dwelling, which is what staff wanted to avoid. **Cave** asked where the 8-foot limit was obtained. **Everett** said most sheds were 7 feet tall, and 8 feet at the peak. **Laurie Lineberry – Community Development Director**, stated that there were intensive Staff discussions regarding the height limit and it was determined that 8 feet was ideal.

“**Clinton Underhill – Planning and Zoning Commissioner**, asked about setbacks. **Everett** said this met the building code. **Underhill** asked if there was a setback requirement for these sheds. **Lineberry** said there was a separation requirement for buildings in the building code. **Underhill** said this process would begin with permits but there were many people who did not obtain permits for their sheds.

“Chris Hamel – Planning and Zoning Commissioner, asked if staff was going to notify citizens and asked if there would be a grace period for citizens to comply. **Lineberry** said this request was actually expanding the allowable uses – sheds could be built closer. No grace period was required.

“Koopmann asked if Staff was inspired by other cities. **Everett** said the height was obtained from the Phoenix area and the other provisions came from current building codes. **Lineberry** said the portion regarding larger sheds requiring more setback space came from staff.

“Underhill asked if there was a limit for block walls to avoid looking at sheds. **Lineberry** said the code now allows a block wall to be a maximum of 7 feet tall before requiring engineering plans.

APPLICANT / APPLICANT’S REPRESENTATIVE

OPEN PUBLIC COMMENT

“Gus Palmisano, 1322 S. Howard Drive, Yuma, Arizona, agreed with the new setback rules. He wanted to build a shed and thought the three foot setback was adequate.

CLOSE PUBLIC COMMENT

MOTION

“Motion by Underhill, second by Conde, to APPROVE Case Number ZONE-6490-2014. Motion carried unanimously (5-0).”

Planning Commission Staff Report - Attached

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:			DATE:
	Pat Wicks for Gregory K. Wilkinson			9/10/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Richard W. Files for Steven W. Moore			9/10/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Laurie L. Lineberry			9/2/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Stephanie Joy Everett			9/2/2014	



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

Hearing Date August 25, 2014

Case Number: ZONE-6490-2014

Project Description: Add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts.

Staff recommendation: Staff recommends **APPROVAL** of the request to amend the City of Yuma Zoning Code to add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts.

Suggested Motion: Move to approve the request to amend the City of Yuma Zoning Code to add Title 15, Chapter 154, Section 15.15 to provide regulations for accessory structures and to permit accessory structures within certain identified residential zoning districts.

Staff Analysis: This text amendment would provide placement regulations for accessory structures in a number of residential districts. Examples of accessory structures include storage sheds, workshops, outdoor barbeques, and outdoor fireplaces. Garages are not subject to these regulations and must abide by the standard setbacks for the zoning district in which they are placed.

Presently, all accessory structures must meet rear and side yard setbacks. This often places accessory structures in the middle of backyards. Most homeowners want to locate their accessory structures in the corner of their backyards and the City receives many variance requests for this issue. The proposed text amendment enables property owners to place accessory structures in the setbacks while also protecting neighbors. In developing this code, staff looked at best practices from a number of other cities in Arizona. Staff also worked closely with the Building Official to ensure these regulations are compatible with the Residential Building Code.

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

Yes The proposed amendment implements the goals, objectives and policies of the General Plan.

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 amendment will not change the range of uses identified in the zoning code.

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

Yes The amendment does change the development standards identified in the Zoning Code such that it provides options for placement of accessory structures in residential rear

and side yard setbacks, based upon height and square footage.

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

No potential negative impacts are identified with the proposed text amendment.

Potential positive impacts are:

- The City of Yuma will have clear criteria for, and consistent review of, accessory structures.
- This text amendment will reduce the number of variances for accessory structures in setbacks, which is a common request.
- Homeowners will have more flexibility in where they can place accessory structures.

6. Does the proposed amendment fit the overall purpose and intent of the subdivision ordinance?

N/A

7. Does the proposed amendment conform to prior City Council actions regarding this issue?

N/A There are no prior Council Actions in regards to this issue.

Public Comments Received: None Received.

External Agency Comments: See Attachment B.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: N/A

Final staff report delivered to applicant on: N/A

- No conditions of approval
- Applicant did not agree with the following conditions of approval: (list #'s)
- If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

Attachments:

A	B
Draft Text	Exterior Agency Comments

Project Planner: Joy Everett, Senior Planner 373 -5000 #3034 Joy.Everett@Yumaaz.gov

Prepared By:  Joy Everett, Senior Planner **Date:** 7-24-14

Reviewed By:  Bobette Bauermann, Principal Planner **Date:** 7/24/14

Approved By:  Laurie L. Lineberry, AICP, Community Development Director **Date:** 7.24.14

**ATTACHMENT A
DRAFT TEXT**

That the Yuma City Code, Title 15, Chapter 154, Section: 05.03 Residential Estate Districts (RE-12, RE-18 and RE-35) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (4) **In the RE-18 and Re-35 Districts only, p**Pergolas or semi-covered structures are allowed to encroach within the rear yard setback area 10% of the rear yard setback area. The pergola or semi-covered structure must maintain a minimum ten-foot setback including overhangs from the rear yard property line. No structure may be built within any designated public utility easement that exists along any property line.
- (5) **In the RE-12 District only, accessory buildings, uses, and structures are subject to the criteria as specified in § 154-15.15 of this chapter.**

That the Yuma City Code, Title 15, Chapter 154, Section: 05.04 Low Density Residential Districts (R-1-6, R-1-8, R-1-12, R-1-20 and R-1-40) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (4) **In the R-1-6, R-1-8, and R-1-12 Districts only, accessory buildings, uses, and structures are subject to the criteria as specified in § 154-15.15 of this chapter.** ~~In the R-1-6 and R-1-8 Districts only, pergolas or semi-covered structures are allowed to encroach within the rear yard setback area 25% of the rear yard setback area. The pergola or semi-covered structure must maintain a minimum five foot setback including overhangs from the rear yard property line. No structure may be built within any designated public utility easement that exists along any property line.~~

That the Yuma City Code, Title 15, Chapter 154, Section: 05.05 Low Density Single-Family Residential District (R-1-5) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, garages, laundry rooms and public recreation areas and structures; **subject to the criteria as specified in § 154-15.15 of this chapter;**

That the Yuma City Code, Title 15, Chapter 154, Section: 07.01 Medium Density Residential District (R-2) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this **sub**chapter such as swimming pools, private carports and garages, laundry rooms and common recreation buildings and areas; provided that none shall be operated for use by the general public for gain; **and subject to the criteria as specified in § 154-15.15 of this chapter;**

That the Yuma City Code, Title 15, Chapter 154, Section: 07.02 Medium Density Single-Family Residential District (R-2-5) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, garages, laundry rooms and public recreation areas and structures; **subject to the criteria as specified in § 154-15.15 of this chapter;**

That the Yuma City Code, Title 15, Chapter 154, Section: 07.03 High Density Residential District (R-3) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, private carports and garages, laundry rooms and common recreation buildings and areas; provided that none shall be operated for use by the general public for gain; **and subject to the criteria as specified in § 154-15.15 of this chapter;**

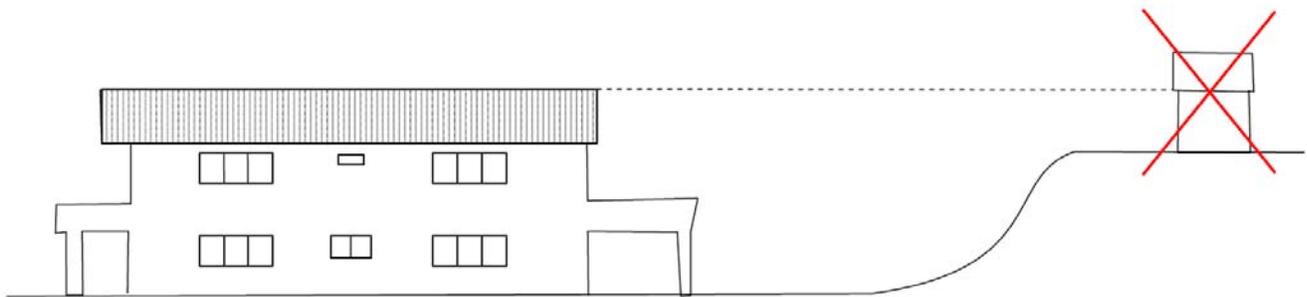
That the Yuma City Code, Title 15, Chapter 154, Article 15 General Provisions be amended to insert the following subsection:

154-15.15 Accessory Buildings, Uses and Structures in Certain Residential Districts.

- (A) *Applicability.* Accessory buildings or structures and uses shall be incidental to the principal residential use. They must be detached from the principal building, occupy less floor area, cover less lot area, and have a use that is secondary to the primary structure(s) and use(s) on the property. Accessory buildings or structures include storage sheds, workshops, outdoor barbeques, outdoor fireplaces, and any other structures as determined by the Zoning Administrator. Buildings, structures, and uses may all function as “accessory,” subject to the provisions below.
- (B) *Accessory Uses.* Accessory buildings or structures may be used for home occupations in compliance with Section 154-15.08.
- (C) *Accessory Buildings or Structures.*
- (1) Accessory buildings or structures that exceed two hundred (200) square feet in area **or** eight (8) feet in height are permitted in residential districts, subject to the following standards:
- (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted in accessory buildings for a washing machine only.
- (b) Setback.
1. Accessory buildings or structures shall be located behind the midpoint of the principal building. The leading edge of such buildings, including overhangs, shall be setback at least three (3) feet from side and rear property lines. An additional one (1) foot setback is required for every additional foot in height above eight (8) feet. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats *if* the setbacks illustrated on the plat are the same as the standard setbacks for that zoning district. If the setbacks illustrated on the plat are larger than the standard setbacks for that zoning district, then the platted setbacks take precedence.
 2. Accessory buildings in the Agriculture (AG) district shall comply with the setback standards required in the district.
 3. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
 4. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.

5. Accessory buildings or structures shall comply with all applicable building and fire codes.
 - (c) Height. The maximum allowable building height shall be fifteen (15) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the accessory structure will be higher than the principle structure roofline. See illustration 15-1.

Illustration 15-1



- (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
 - (e) Compatibility. Accessory buildings or structures shall be designed with a logical hierarchy of masses with regard to height, size, and volume; and use construction materials and colors that are contextually appropriate and compatible with the principal building and surrounding neighborhood.
- (2) Accessory buildings or structures that are between one hundred and twenty-one (121) square feet and two hundred (200) square feet in area, **and** less than eight (8) feet in height are permitted in residential districts, subject to the following standards:
- (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted for a washing machine only.
 - (b) Setback.
 1. Accessory buildings or structures shall not be located in the required front yard building setback. The leading edge of such buildings, including overhangs, shall be setback at least three (3) feet from side and rear property lines. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats.
 2. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
 3. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.

- (c) Height. The maximum allowable building height shall be less than eight (8) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the structure will be higher than the principle structure roofline.
 - (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
- (3) Accessory buildings or structures that are one hundred and twenty (120) square feet or less in area **and** less than eight (8) feet in height are permitted in residential districts, subject to the following standards:
- (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted for a washing machine only.
 - (b) Setback.
 1. Accessory buildings or structures shall not be located in the required front yard building setback. The leading edge of such buildings, including overhangs, can be set along the side and rear property lines. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats. A four (4) foot separation between the accessory structure and any other structures shall be provided in order to maintain fire and emergency access.
 2. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
 3. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.
 - (c) Height. The maximum allowable building height shall be less than eight (8) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the structure will be higher than the principle structure roofline.
 - (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
- (D) *Appeals.* An applicant may appeal a decision of the Zoning Administrator regarding the compatibility requirement to the Hearing Officer in accordance with § 154-03.02 (C).

Table 15-1 – Basic Guidelines for Accessory Buildings and Structures.

Height		Area	Accessory Structure Setback
more than eight (8) feet	<i>OR</i>	more than 200 square feet	three (3) feet + one (1) foot for each foot over eight (8') feet in height
eight (8) feet or less	<i>AND</i>	121-200 square feet	three (3) feet
eight (8) feet or less	<i>AND</i>	0-120 square feet	zero (0) feet

Structures larger than 200 square feet or ten (10) feet in wall height require a building permit.
Electrical requires separate permits.
Additional building requirements may apply.

ORDINANCE NO. O2014-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, RELATING TO ZONING REGULATIONS, PROVIDING FOR CHANGES TO THE ZONING CODE TO ADD REGULATIONS FOR ACCESSORY STRUCTURES, TO PERMIT ACCESSORY STRUCTURES WITHIN CERTAIN IDENTIFIED RESIDENTIAL ZONING DISTRICTS, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF

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

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on August 25, 2014, in Zoning Case No: ZONE-6490-2014 in the manner prescribed by law for the purpose of amending the City of Yuma Zoning Code; and,

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner as provided by law, including publication of such notice in the Yuma Sun on July 18, 2014; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission regarding Case No: ZONE-6490-2014 and finds that the zoning code text amendment fulfills the goals and objectives of the Yuma General Plan, and is in basic harmony with the goals and objectives of the City of Yuma Zoning Code.

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

SECTION 1: That the Yuma City Code, Title 15, Chapter 154, Section: 05.03 Residential Estate Districts (RE-12, RE-18 and RE-35) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (4) **In the RE-18 and Re-35 Districts only, pPergolas or semi-covered structures are allowed to encroach within the rear yard setback area 10% of the rear yard setback area. The pergola or semi-covered structure must maintain a minimum ten-foot setback including overhangs from the rear yard property line. No structure may be built within any designated public utility easement that exists along any property line.**
- (5) **In the RE-12 District only, accessory buildings, uses, and structures are subject to the criteria as specified in § 154-15.15 of this chapter.**

SECTION 2: That the Yuma City Code, Title 15, Chapter 154, Section: 05.04 Low Density Residential Districts (R-1-6, R-1-8, R-1-12, R-1-20 and R-1-40) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (4) **In the R-1-6, R-1-8, and R-1-12 Districts only, accessory buildings, uses, and structures are subject to the criteria as specified in § 154-15.15 of this chapter.** ~~In the R-1-6 and R-1-8 Districts only, pergolas or semi-covered structures are allowed to encroach within the rear yard setback area 25% of the rear yard setback area. The pergola or semi-covered structure must maintain a minimum five foot setback including overhangs from the rear yard property line. No structure may be built within any designated public utility easement that exists along any property line.~~

SECTION 3: That the Yuma City Code, Title 15, Chapter 154, Section: 05.05 Low Density Single-Family Residential District (R-1-5) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, garages, laundry rooms and public recreation areas and structures~~;~~, **subject to the criteria as specified in § 154-15.15 of this chapter;**

SECTION 4: That the Yuma City Code, Title 15, Chapter 154, Section: 07.01 Medium Density Residential District (R-2) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this **subchapter** such as swimming pools, private carports and garages, laundry rooms and common recreation buildings and areas; provided that none shall be operated for use by the general public for gain~~;~~ **and subject to the criteria as specified in § 154-15.15 of this chapter;**

SECTION 5: That the Yuma City Code, Title 15, Chapter 154, Section: 07.02 Medium Density Single-Family Residential District (R-2-5) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, garages, laundry rooms and public recreation areas and structures~~;~~, **subject to the criteria as specified in § 154-15.15 of this chapter;**

SECTION 6: That the Yuma City Code, Title 15, Chapter 154, Section: 07.03 High Density Residential District (R-3) be amended to delete the strikethrough text and insert the following bolded text:

- (D) (1) Accessory uses of buildings or structures customarily incidental and subordinate to any use permitted by this subchapter such as swimming pools, private carports and garages, laundry rooms and common recreation buildings and areas; provided that none shall be operated for use by the

general public for gain; **and subject to the criteria as specified in § 154-15.15 of this chapter;**

SECTION 7: That the Yuma City Code, Title 15, Chapter 154, Article 15 General Provisions be amended to insert the following subsection:

154-15.15 Accessory Buildings, Uses and Structures in Certain Residential Districts.

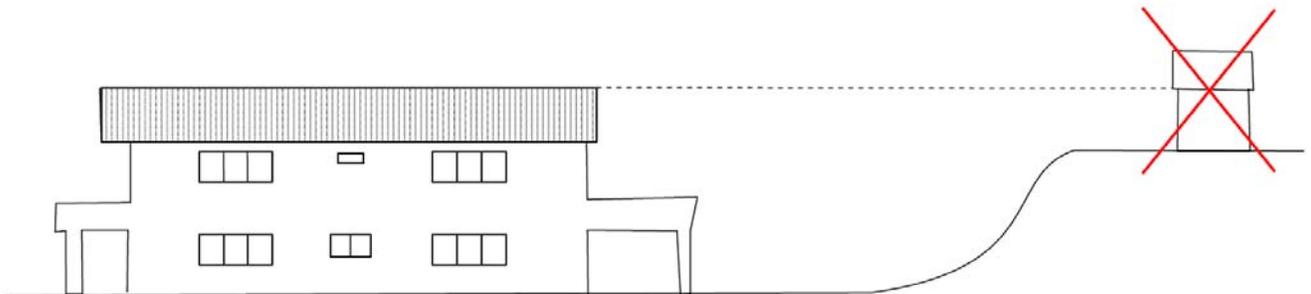
- (A) *Applicability.* Accessory buildings or structures and uses shall be incidental to the principal residential use. They must be detached from the principal building, occupy less floor area, cover less lot area, and have a use that is secondary to the primary structure(s) and use(s) on the property. Accessory buildings or structures include storage sheds, workshops, outdoor barbecues, outdoor fireplaces, and any other structures as determined by the Zoning Administrator. Buildings, structures, and uses may all function as “accessory,” subject to the provisions below.
- (B) *Accessory Uses.* Accessory buildings or structures may be used for home occupations in compliance with Section 154-15.08.
- (C) *Accessory Buildings or Structures.*
 - (1) Accessory buildings or structures that exceed two hundred (200) square feet in area **or** eight (8) feet in height are permitted in residential districts, subject to the following standards:
 - (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted in accessory buildings for a washing machine only.
 - (b) Setback.
 - 1. Accessory buildings or structures shall be located behind the midpoint of the principal building. The leading edge of such buildings, including overhangs, shall be setback at least three (3) feet from side and rear property lines. An additional one (1) foot setback is required for every additional foot in height above eight (8) feet. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats *if* the setbacks illustrated on the plat are the same as the standard setbacks for that zoning district. If the setbacks illustrated on the plat are larger than the standard setbacks for that

zoning district, then the platted setbacks take precedence.

2. Accessory buildings in the Agriculture (AG) district shall comply with the setback standards required in the district.
3. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
4. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.
5. Accessory buildings or structures shall comply with all applicable building and fire codes.

- (c) Height. The maximum allowable building height shall be fifteen (15) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the accessory structure will be higher than the principle structure roofline. See illustration 15-1.

Illustration 15-1



- (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
- (e) Compatibility. Accessory buildings or structures shall be designed with a logical hierarchy of masses with regard to height, size, and volume; and use construction materials

and colors that are contextually appropriate and compatible with the principal building and surrounding neighborhood.

- (2) Accessory buildings or structures that are between one hundred and twenty-one (121) square feet and two hundred (200) square feet in area, **and** less than eight (8) feet in height are permitted in residential districts, subject to the following standards:
- (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted for a washing machine only.
 - (b) Setback.
 - 1. Accessory buildings or structures shall not be located in the required front yard building setback. The leading edge of such buildings, including overhangs, shall be setback at least three (3) feet from side and rear property lines. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats.
 - 2. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
 - 3. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.
 - (c) Height. The maximum allowable building height shall be less than eight (8) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the structure will be higher than the principle structure roofline.
 - (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
- (3) Accessory buildings or structures that are one hundred and twenty (120) square feet or less in area **and** less than eight (8) feet in height are permitted in residential districts, subject to the following standards:

- (a) Use. Accessory buildings or structures shall not be used as a dwelling, except where permitted by Zoning District. Plumbing is permitted for a washing machine only.
 - (b) Setback.
 - 1. Accessory buildings or structures shall not be located in the required front yard building setback. The leading edge of such buildings, including overhangs, can be set along the side and rear property lines. This provision is applicable within certain identified zoning districts regardless of setback illustrations on plats. A four (4) foot separation between the accessory structure and any other structures shall be provided in order to maintain fire and emergency access.
 - 2. Accessory buildings or structures shall comply with the street setback standards required in the applicable zoning district.
 - 3. On a through lot, accessory buildings or structures shall not be located closer to the rear property line than the distance required for the front yard building setback.
 - (c) Height. The maximum allowable building height shall be less than eight (8) feet or the height of the principal building, whichever is less. On lots with elevation changes, accessory structures shall not be permitted on lot areas where the structure will be higher than the principle structure roofline.
 - (d) Area. Accessory buildings or structures shall comply with lot coverage regulations for the applicable zoning district and shall not occupy more than thirty percent (30%) of the area between the principal structure and the rear property line.
- (D) *Appeals.* An applicant may appeal a decision of the Zoning Administrator regarding the compatibility requirement to the Hearing Officer in accordance with § 154-03.02 (C).

Table 15-1 – Basic Guidelines for Accessory Buildings and Structures.			
Height		Area	Accessory Structure Setback
more than eight (8) feet	<i>OR</i>	more than 200 square feet	three (3) feet + one (1) foot for each foot over eight (8') feet in height
eight (8) feet or less	<i>AND</i>	121-200 square feet	three (3) feet
eight (8) feet or less	<i>AND</i>	0-120 square feet	zero (0) feet
Structures larger than 200 square feet or ten (10) feet in wall height require a building permit. Electrical requires separate permits. Additional building requirements may apply.			

SECTION 7: It shall be unlawful for any person, firm or corporation to violate, or cause the violation of, any provision of this ordinance. Any person, firm or corporation violating any of the provisions in this ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

Adopted this _____ day of _____, 2014.

APPROVED:

Douglas J. Nicholls
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney