



**CITY OF YUMA  
REGULAR CITY COUNCIL MEETING AGENDA  
COUNCIL CHAMBERS – YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
WEDNESDAY, OCTOBER 15, 2014  
5:30 P.M.**

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**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**PRESENTATIONS**

- Presentation by Catholic Community Services
- United for Yuma Campaign Video

**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. Regular Worksession June 17, 2014
- 14. 2. Citizen's Forum September 2, 2014
- 15. 3. Regular Worksession September 2, 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)

**17. 2. Liquor License: La Fuente Inn and Suites**

Approve an Interim Permit/Person Transfer #6 Bar, Liquor License application, submitted by Jared Michael Repinski, agent for Yuma Hospitality Investments L.L.C. dba La Fuente Inn and Suites, located at 1513 E. 16th Street, Yuma, Arizona. (LL14-22) (City Administration/City Clerk) (Lynda L. Bushong)

**19. 3. Liquor License: Walgreens #02611**

Approve a New License #9 Liquor Store, Liquor License application, submitted by Randy Allen Guse, agent for Walgreens Arizona Drug Co., dba Walgreens #02611, located at 1150 W. 8th Street, Yuma, Arizona. (LL14-23) (City Administration/City Clerk) (Lynda L. Bushong)

**21. 4. Special Event Liquor License: Yuma Crossing Rotary/San Luis Frontera - 154 Year Celebration of the County of Yuma**

Approve a Special Event Liquor License application submitted by Mario S. Jauregui, on behalf of the Yuma Crossing Rotary/San Luis Frontera, for the 154 Year Celebration of the County of Yuma. The event will be held at the Yuma Main Library, located at 2951 S. 21st Drive, on Friday, November 7, 2014 from 4:00 p.m. to 11:00 p.m. (SP14-24) (City Administration/City Clerk) (Lynda L. Bushong)

**23. 5. Special Event Liquor License: Caballeros de Yuma - Balloon Festival**

Approve a Special Event Liquor License application submitted by Barry Olsen, on behalf of the Caballeros de Yuma, for the Balloon Festival. The festival will be held at Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 22, 2014 from 11:00 a.m. to 9:00 p.m. (SP14-26) (City Administration/ City Clerk) (Lynda L. Bushong)

**25. 6. Outside Agency Agreement Amendment: Greater Yuma Economic Development Corporation**

Authorize the execution of an amendment to the Outside Agency Agreement (Agreement) with the Greater Yuma Economic Development Corporation (GYEDC) providing for funding in the amount of \$13,029.00 for one year to fund a part-time, Spanish and English speaking, cultural coordinator to support the objectives of the bi-national region. (City Administration) (Gregory K. Wilkinson)

**30. 7. Bid Award: Sale of Firearms**

Accept the highest responsive/responsible offer for the Sale of Firearms for a total of \$6,790.00 from the following vendor: Sprague's Sports, Yuma, Arizona. (Finance/Purchasing - RFO #2015-20000050) (Robin R. Wilson)

**33. 8. Subgrantee Agreement: Arizona Department of Homeland Security**

Authorize execution of a Subgrantee Agreement with the Arizona Department of Homeland Security for reimbursement of funds used by the Yuma Police Department to purchase tactical body armor for the Special Enforcement Team. (Police/Patrol) (John Lekan)

**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.

**54. A. Resolution R2014-33 Intergovernmental Agreement Amendment: State of Arizona**

Authorize the execution of an amendment to the Intergovernmental Agreement (IGA) between the City of Yuma (City) and the State of Arizona (State) regarding street light maintenance for Fourth Avenue Gateway (Project). (Public Works/City Engineering) (Joshua M. Scott, PE)

**61. B. Resolution R2014-34 Preannexation Development Agreement: Iglesia Betania of the Assemblies of God**

Authorize a Preannexation Development Agreement with Iglesia Betania of the Assemblies of God, an Arizona non-profit corporation, for property located at 3615 W. 8th Street (Community Development/Community Planning) (Laurie Lineberry)

**76. C. Resolution R2014-35 Resolution of Support: Arizona Cities and Towns Week**

Adoption of a resolution joining the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 19-25, 2014, Arizona Cities and Towns Week. (City Administration) (Gregory K. Wilkinson)

**79. D. Resolution R2014-36 City of Yuma 2014 Special Election**

Call for a Special Election to be held March 10, 2015, for the purpose of referring Resolution R2014-23, and Ordinance O2014-15 to the qualified electors of the City of Yuma. (City Administration/City Clerk) (Lynda Bushong)

**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.

There are no adoptions scheduled at this time.

### **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.

#### **83. A. Ordinance O2014-30 Rezoning of Property: Southwest corner of Maple Avenue and 16th Street, Yuma, AZ.**

Rezone approximately 0.47 acres from the Light Industrial (L-I) District to the General Commercial (B-2) District. The property is located at 1610 S. Maple Avenue, Yuma, AZ. (ZONE-6787-2014) (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. ANNOUNCEMENTS AND SCHEDULING**

Discussion and possible action on the following items:

1. Announcements:
  - City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of October 2, 2014 through October 15, 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.
2. Scheduling: Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

## **VII. SUMMARY OF CURRENT EVENTS**

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

## **VIII. CALL TO THE PUBLIC**

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

## IX. EXECUTIVE SESSION

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

1. Discussion, consultation with and/or instruction to legal counsel regarding the Riverfront Agreement and Phase Two Project. (A.R.S. 38-431.03 A3 and A4)
2. Discussion, consultation with and/or instruction to legal counsel regarding the telecommunication tower erected on the East Main Canal, between 16<sup>th</sup> Street and 24<sup>th</sup> Street. (A.R.S. 38-431.03 A3)
3. Discussion, consultation with and/or instruction to legal counsel, regarding the following legal matters (A.R.S. 38-431.03 A3 and A4) :
  - Munger v. COY
  - Chelius v. COY
  - Farar, et al v. COY
  - Dyer v. COY
  - Avenue 6E Investments v. COY
  - Halls Brothers Excavation v. COY
  - Salvation Army v. Thomas heirs & COY
  - Esquivel Claim
  - Twite Claim
  - Harrison v. COY
  - COY v. Q&M Entertainment, LLC
  - COY v. Far West Water
  - COY v. Atlas Investments
  - COY v. Nunez
  - Potential Claim
4. Discussion, consultation with and/or instruction to legal counsel regarding the Park West Development Agreement. (A.R.S. 38-431.03 A3 and A4)

## ADJOURNMENT

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

**MINUTES**  
**REGULAR WORKSESSION**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**June 17, 2014**  
**6:00 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the Regular City Council Worksession to order at 6:12 p.m.

Councilmembers Present: Wright, Knight, McClendon, Thomas, Craft and Mayor Nicholls  
Councilmembers Absent: Beeson  
Staffmembers Present: City Administrator, Gregory K. Wilkinson  
Police Captain, Rod Hamilton  
Deputy City Administrator, Ricky Rinehart  
Executive Director YCNHAC, Charles Flynn  
Various department heads or their representatives  
City Attorney, Steven W. Moore  
Deputy City Clerk, Janet Pierson

**I. REGULAR CITY COUNCIL MEETING AGENDA OF JUNE 18, 2014:**

**Motion Consent Agenda Item B4: Bid Award: Catalina Drive Reconstruction Project**

**Mayor Nicholls** declared a conflict of interest due to his firms' involvement in the design and temporarily turned the meeting over to Councilmember McClendon.

**Wilkinson** clarified Cemex Construction Materials South, LLC submitted the lowest bid for the project. Since Cemex is located on a county island, the company does not qualify for local preference. If local preference is applied, DPE Construction, Inc.'s bid would be lower by \$7392.00. The staff's recommendation is to award the project to the lowest bid received. Ultimately it is up to the Council to decide.

**Motion Consent Agenda Item B7: Cooperative Purchase Agreement: Figueroa Water Pollution Control Facility Improvements**

**Mayor Nicholls** clarified the company CORE Construction Inc., which is the contractor involved in the agreement, is not related to his firm Core Engineering Group.

**Public Hearing: Appeal of Development Fee Credit Denial: Yuma's Desert Oasis Development, LLC**

**Mayor Nicholls** gave an overview of the appeal process and explained that the City Council will be sitting in a judicial setting to make a ruling on an appeal filed by Desert Oasis Development LLC, on a development fee credit denial. The applicant's attorney and the City's Deputy Attorney will be given

the opportunity to present facts on the issue. City Council will deliberate, ask questions and make a ruling. To avoid any conflicts, Greg Torack the Assistant City Prosecutor will sit as the presiding City Council Attorney during the hearing. Due to the item being extensive, it will be moved to the end of the Regular City Council Meeting on June 18, 2014.

**Resolution Consent Agenda Item 1A: Resolution R2014-21 Authorize Execution of United States of America Bureau of Reclamation Agreements**

**Thomas** declared a perceived conflict of interest due to employment.

**Public Hearing for 2014-2015 Budget & Related Actions Item A: Resolution R2014-20 Final Budget Adoption for Fiscal Year 2014-2015**

Discussion:

- The proposed budget includes a 2.5% pay increase for current employees.
  - Compression within the City needs to be addressed to be more competitive.
  - Competitive salaries attract growth.
- Premiums for two of the three health insurance options have increased.
  - The wage increase is not enough to offset the increase of insurance premiums.
    - Plan A was increased by 12%,
    - Plan B was increased by 3%
    - High Deductible stayed the same
- Employee and City contributions to the Retirement plans are also increasing.
- 24 new positions are included, as well as two positions transitioning from part time to full time
- There is no tax increase included in the proposed budget.
  - The final budget is based in part, on the estimated primary property tax levy of \$9,612,828, which is the same as the previous year.
- There is a 20% contingency fund included that may be used in case of emergencies.
- The 2014-2015 budget has increased approximately 1.5% over the 2013-2014 budget.
  - \$8,000,000 is anticipated grant funding
    - By adding the grant funds into the proposed budget, it will give the budgetary authority to utilize the funds if they are awarded.
    - In the event a grant is not awarded, the items or programs it was intended for will not be purchased or funded.
- The City needs to explore alternate methods to plan ahead due to the loss of HURF funds.
- Last years budget expenditures came in at \$30,000,000 less than what was approved.
  - Staff is cutting corners and it shows.

**II. FALSE ALARMS**

**Hamilton** presented the following information:

The current City Code relating to False Alarms was adopted in 1978 and imposes a fine of \$25. per false alarm in excess of one per month and classifies the additional false alarms as a misdemeanor.

- The issue of false alarms have been studied by several organizations that include:
  - The International Association of Chiefs of Police

- The Police Executive Research Forum
- The Department of Justice Office of Community Policing
- In a 2002 national study, it was estimated 35 million false alarms cost approximately \$1.8 million
- A 5 year study of statistics shows over 99% of alarm calls received by YPD are in fact false.
  - In 2009, YPD responded to 5,085 business and residential alarm calls
    - 25 calls resulted in a police report
  - In 2010, YPD responded to 4,869 business and residential alarm calls
    - 29 calls resulted in a police report
  - In 2011, YPD responded to 5,009 business and residential alarm calls
    - 26 calls resulted in a police report
  - In 2012, YPD responded to 4,134 business and residential alarm calls
    - 27 calls resulted in a police report
  - July 1, 2013 to present date, YPD has responded to 4,634 business and residential alarm calls
    - 24 calls to date have resulted in a police report
- In 2013 there were 444 locations that had 3 or more false alarms.
  - Of those 444 locations, the highest violator had 49 false alarms.
- Responding to false alarms has no direct impact on crime.
- Wanting to work with alarm companies to solve problem.
- Looking at two areas of concern; staff time and consumption.
  - Time defined as how long it takes for the initial response.
  - Consumption defined as continuous alarm management and who is responsible for monitoring it.

There are options available to aid in the reduction of false alarms.

- Verified Response - Use of a private security or some other mechanism to verify a false alarm prior to police responding to the call.
  - This model does not reduce the amount of false alarms, but shifts initial the response to the alarm away from the city and onto an outside entity.
- Fine Base Management – Usage of permits and fines to bring the public to compliance.
  - Across the nation, this model has been used the most in cities that have shown a reduction of false alarms.
  - Sole use of this method does not fix problem of false alarms.
- Dual Call Verification – An alarm monitoring service attempts to contact two different responsible parties of a business to verify the alarm prior to police arrival.
  - This model works very well for residential alarm calls, but is not as effective for businesses.
- Enhanced Public Awareness & Education
  - For best results should be used in combination with one of the other models.
- Combination Strategy – A mixture of two or more options.

The recommendation is to use a combined system which includes:

- Permits
  - Allows for maintaining a current database of alarm owners, subscribers and users.
- Awareness & Mandated Education

- A crucial step in a combined system by making the alarm users aware of how many false alarms they have annually.
- Requires repeat offenders to attend some type of false alarm reduction awareness course.

City	Permit	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10+
Yuma Proposal	\$12	Free	Free	Free	Alert	Alert	MED*	MED*	\$100	\$125	\$150

\*MED – Mandated Education

- Fines
  - Used as a motivation for alarm users to reduce the amount of false alarms.
- Incorporating the use of a third party alarm management company
  - An already established business offers easy startups and a lot of resources.
  - Reduces the amount of time taken away from the City’s staff having to deal with false alarms.
- Revision of Ordinance O111-02 to de-criminalize false alarms.
  - This will make any offenses civil instead of criminal.

After getting the Council’s approval to proceed, implementation of the combined system would consist of three steps.

1. Initiate the bid process to secure a third party alarm management company to assist in the implementation of the program.
2. Amend the current city ordinance to follow a more contemporary policy.
3. Establish an official start date and provide education to the public prior to the launch date.

Discussion:

- By doing the RFP bid process prior to revising the ordinance allows the City to benefit from the knowledge and resources that come with the third party alarm management company; assuring the revision will be done to national standards.
- The proposed fines are to help promote accountability and responsibility for the alarms.
- The contemporary model alarm ordinance will specify the standards of materials and alarms to be used.
- By taking a conservative approach and not implementing a fine until the eighth false alarm, gives the opportunity for voluntary compliance to occur by allotting time to check for and correct any faulty equipment.
- The revision of the ordinance will include a stipulation indicating the alarm company installing the system will have to provide certain training & information to the end users.
- Typically, due to the fact that the revenue generated from fines and permits will cover the fees for services provided by a third party alarm management company, these services are not included into any department’s budget.
- It will be the responsibility of the third party alarm management company to ensure the end users are educated and compliant.
- The consequence for non-compliance is to have the use permit revoked.

- The City will stipulate all fines and concessions and the third party alarm management will work with the public to obtain compliance.

### III. CENTENNIAL WRAP UP:

**Rinehart** advised Council there were 8 community events that were attended by a minimum of 50,000 people. 147 different groups, individuals and non-prophets came together in putting on the events resulting in \$163,000 raised for local non-profits. In addition to the following events, there are three additional scheduled time capsule burials to take place throughout 2014.

- Kickoff Celebration / Time Capsule
  - The event was largest block party to be held downtown.
  - Attended by Governor Brewer
  - Lighting of iconic signs
  - Burying first time capsule to be opened April 7, 2114
- Quarter Master Depot – Pulled Pork Dinner
  - Staged gun fights
  - Military, Tourism & Agriculture had static displays
- Fine Arts Opening Night
  - History of Yuma exhibit that ran for 30 days.
- Centennial Beach dedication
  - 1005 people participated in setting world records
- Tunes & Tacos
  - Numerous local bands and CCR Revisited played on stage while 26 vendors participated and served 32,000 tacos generating revenue of \$48,000 that was put back into the community.
- Centennial Bicycle Ride & 10K Walk/Run
  - 400 participants attended the event
- “Made In” movie marathon
  - Movies that were made in Yuma were shown in the theater.
- Financials (as of June 13, 2014)

Revenues:	424,485.51
Expenses:	<u>416,595.02</u>
Revenue	
Over	
Expenses:	7,890.49

**Rinehart** also advised the Council the Centennial events have been nominated for an award at the State level. **Flynn** shared that he was notified by the Visitors Bureau the festivities increased revenue from the 2% hospitality tax by 8.5%: compared to 2013 and generated more than the months of January, February and March combined.

### IV. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION – NONE

**V. ADJOURNMENT/EXECUTIVE SESSION**

**Mayor Nicholls** adjourned the meeting at 8:10 p.m. No Executive Session was held.

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Lynda L. Bushong, City Clerk

APPROVED:

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Douglas J. Nicholls, Mayor

DRAFT

**MINUTES**  
**CITY COUNCIL CITIZEN'S FORUM**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
CITY COUNCIL CHAMBERS - YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**September 2, 2014**  
**5:30 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the Regular City Council Worksession to order at 5:31 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  
City Attorney, Steven W. Moore  
City Clerk, Lynda Bushong

**I. Mayor Nichols** introduced the new Assistant City Attorney, Daniel White.

**II. ADJOURNMENT/EXECUTIVE SESSION**

**Motion** (Beeson/McClendon): To adjourn the meeting to Executive Session. Voice vote: approved 7-0. The meeting adjourned to Executive Session at 5:33 p.m.

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Lynda L. Bushong, City Clerk

APPROVED:

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Douglas J. Nicholls, Mayor

**MINUTES**  
**REGULAR WORKSESSION**  
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA  
YUMA CITY HALL  
ONE CITY PLAZA, YUMA, ARIZONA  
**September 2, 2014**  
**6:00 p.m.**

**CALL TO ORDER**

**Mayor Nicholls** called the Regular City Council Worksession to order at 6:02 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  
City Attorney, Steven W. Moore  
City Clerk, Lynda Bushong

**I. REGULAR CITY COUNCIL MEETING AGENDA OF SEPTEMBER 2, 2014**

**Motion Consent Agenda Item B5: Cooperative Purchase Agreement: Recycled (Hot In Place) Asphalt Paving**

- The project is estimated to be completed at \$450,000, which is half of the original estimated cost of \$900,000.

**Ordinance O2014-26 Rezoning of Property: Southeast corner of Avenue C and 16th Street, Yuma, AZ**

- Ordinance is only for rezoning and does not include a developmental agreement.
- Current student population of 600-700 will move to new site when school opens
  - Classes will gradually increase to maximum capacity of 900.
- Desert View Academy has worked with the Department of Community Development to minimize negative impact on traffic flow in the neighboring residential and public school areas.

**Resolution R2014-30 Development Agreement: Yuma County Intergovernmental Public Transportation Authority**

**Mayor Nicholls** stated he would be declaring a conflict of interest due to employment.

**II. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION - None**

**III. ADJOURNMENT/EXECUTIVE SESSION**

**Mayor Nicholls** adjourned the meeting to at 6:13 p.m. No Executive Session was held.

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Lynda L. Bushong, City Clerk

APPROVED:

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Douglas J. Nicholls, Mayor

DRAFT



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
Liquor License: La Fuente Inn and Suites

**SUMMARY RECOMMENDATION:**  
Approve an Interim Permit/Person Transfer #6 Bar, Liquor License application, submitted by Jared Michael Repinski, agent for Yuma Hospitality Investments L.L.C. dba La Fuente Inn and Suites, located at 1513 E. 16<sup>th</sup> Street, Yuma, Arizona. (LL14-22)

**REPORT:**  
Jared Michael Repinski, agent for Yuma Hospitality Investments L.L.C., dba La Fuente Inn and Suites, located at 1513 E. 16<sup>th</sup> Street, Yuma, Arizona, has applied for an Interim Permit/Person Transfer #6 Bar Liquor License. The license is being transferred from Michael Philipps, agent for PLJV L.L.C., dba La Fuente Inn.

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. Interim Permit/Person Transfer #6 Bar 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:	
	Gregory K. Wilkinson		10/6/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		10/6/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		9/30/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		9/29/2014		



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
Liquor License: Walgreens #02611

**SUMMARY RECOMMENDATION:**

Approve a New License #9 Liquor Store, Liquor License application, submitted by Randy Allen Guse, agent for Walgreens Arizona Drug Co., dba Walgreens #02611, located at 1150 W. 8<sup>th</sup> Street, Yuma, Arizona. (LL14-23)

**REPORT:**

Randy Allen Guse, agent for Walgreens Arizona Drug Co., dba Walgreens #02611, located at 1150 W. 8<sup>th</sup> Street, Yuma, Arizona, has applied for a New License #9 Liquor Store Liquor License.

The subject property has been posted for the required 20-day period and no arguments in favor of or opposed to the issuance of 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 #9 Liquor Store 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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Lynda L. Bushong			9/30/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Jasmin Rodriguez			9/29/2014	



**City of YUMA**

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

October 15, 2014

**DEPARTMENT:**

City Administration

**DIVISION:**

City Clerk

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

**TITLE:**

Special Event Liquor License: Yuma Crossing Rotary/San Luis Frontera - 154 Year Celebration of the County of Yuma

**SUMMARY RECOMMENDATION:**

Approve a Special Event Liquor License application submitted by Mario S. Jauregui, on behalf of the Yuma Crossing Rotary/San Luis Frontera, for the 154 Year Celebration of the County of Yuma. The event will be held at the Yuma Main Library, located at 2951 S. 21<sup>st</sup> Drive, on Friday, November 7, 2014 from 4:00 p.m. to 11:00 p.m. (SP14-24)

**REPORT:**

Mario S. Jauregui, on behalf of the Yuma Crossing Rotary/San Luis Frontera, has applied for a Special Event Liquor License for the 154 Year Celebration of the County of Yuma. The event will be held at the Yuma Main Library, located at 2951 S. 21<sup>st</sup> Drive, on Friday, November 7, 2014 from 4:00 p.m. to 11:00 p.m.

The application has been sent to Community Development, the Police Department, the Fire Department, Risk Management, and City Engineering (Traffic) 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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Lynda L. Bushong			9/30/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Jasmin Rodriguez			9/29/2014	



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
Special Event Liquor License: Caballeros de Yuma - Balloon Festival

**SUMMARY RECOMMENDATION:**  
Approve a Special Event Liquor License application submitted by Barry Olsen, on behalf of the Caballeros de Yuma, for the Balloon Festival. The festival will be held at Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 22, 2014 from 11:00 a.m. to 9:00 p.m. (SP14-26)

**REPORT:**  
Barry Olsen, on behalf of the Caballeros de Yuma, has applied for a Special Event Liquor License for the Balloon Festival. The festival will be held at Desert Sun Stadium, located at 1280 W. Desert Sun Drive, on Saturday, November 22, 2014 from 11:00 a.m. to 9:00 p.m.

As per State Liquor License requirements, the Yuma Civic Center has agreed to suspend the portion of its liquor license pertaining to the Ray Kroc Baseball Complex on the dates 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	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
		\$0.00		
		\$0.00		
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:	
	Gregory K. Wilkinson		10/6/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		10/6/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		9/30/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		9/29/2014		



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

October 15, 2014

**DEPARTMENT:**

City Administration

**DIVISION:**

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

**TITLE:**

Outside Agency Agreement Amendment: Greater Yuma Economic Development Corporation

**SUMMARY RECOMMENDATION:**

Authorize the execution of an amendment to the Outside Agency Agreement (Agreement) with the Greater Yuma Economic Development Corporation (GYEDC) providing for funding in the amount of \$13,029.00 for one year to fund a part-time, Spanish and English speaking, cultural coordinator to support the objectives of the bi-national region.

**REPORT:**

GYEDC is a local nonprofit entity, established to promote and strengthen regional economic development, cooperation, and coordination. On July 17, 2014, the City Council authorized the execution of an Outside Agency Agreement (Agreement) between GYEDC and the City of Yuma (City).

As part of the Agreement, GYEDC agreed to coordinate a regional economic development effort with the bi-national region of Yuma County and San Luis Rio Colorado, Sonora, Mexico. GYEDC has established the initial bi-national region program objectives attached to the First Amendment as Exhibit "A", including economic development, improving transportation between Mexico and the United States in coordination with the Yuma Metropolitan Planning Organization, and increasing tourism in coordination with the Yuma Visitors Bureau.

The Agreement did not allocate or include any funds to assist GYEDC to fulfill the bi-national region program. To support initial program objectives, GYEDC requires additional funding to hire a part-time coordinator (Coordinator). The Coordinator will serve as a Spanish and English speaking cultural coordinator for one (1) year to support the objectives of the bi-national region.

This motion will approve a First Amendment to the Agreement, authorizing the City to provide GYEDC \$13,029.00 additional funds for the sole purpose of funding the Coordinator. The City's contribution is contingent upon the entities listed in the First Amendment contributing their proportionate share (as listed in the First Amendment) as well. On October 6, 2014, the Yuma County Board of Supervisors agreed to fund its share of the Coordinator position.

Staff is requesting authorization for the City Administrator to execute the First Amendment to the Agreement providing additional funds to GYEDC to hire the bi-national region Coordinator.

FISCAL REQUIREMENTS	CITY FUNDS:	\$13,029.00	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: 001-01-10.6103	
	TOTAL:	\$13,029.00		
	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:	
	Gregory K. Wilkinson		10/8/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		10/8/2014	
RECOMMENDED BY (DEPT/DIV HEAD):			DATE:	
WRITTEN/SUBMITTED BY:			DATE:	

**FIRST AMENDMENT TO THE OUTSIDE AGENCY AGREEMENT  
GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION**

THIS Amendment (“Amendment”) to the Outside Agency Agreement Greater Yuma Economic Development Corporation (“Agreement”) dated July 17, 2014, is entered into by and between the CITY OF YUMA (“City”), an Arizona municipal corporation, and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION (“GYEDC”), an Arizona nonprofit corporation.

WHEREAS, the City has expressed interest in obtaining for its benefit the knowledge and experience of GYEDC to perform special professional services for the development of the City’s economic base and GYEDC is interested in providing such services; and,

WHEREAS, the initial program objectives of the bi-national region under GYEDC will include economic development, improving transportation between Mexico and the United States in coordination with the Yuma Metropolitan Planning Organization, and increasing tourism in coordination with the Yuma Visitors Bureau; and,

WHEREAS, the City will contribute to the oversight of the bi-national program under GYEDC; and,

WHEREAS, the bi-national program requires additional funding to hire a part-time coordinator to support the initial program objectives discussed above; and,

WHEREAS, to provide for additional funding, the Agreement must be amended,

NOW THEREFORE, in consideration of the above recitals and the following mutual covenants and stipulations, the parties agree to the Amendment as follows:

**I. GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION AGREES TO PERFORM THE FOLLOWING:**

O. GYEDC shall hire a part-time, Spanish and English speaking, cultural coordinator (“Coordinator”) for one (1) year to support the objectives of the bi-national region as described in Exhibit “A”, incorporated by reference. In addition to the \$232,000.00 provided to the GYEDC under the Agreement, the City shall provide GYEDC \$13,029.00 (“Coordinator Funds”) more for the sole purpose of funding the Coordinator position. The Coordinator Funds are contingent upon the following entities contributing their proportionate share to fund the Coordinator position:

- (1) the City of Somerton contributing \$2,034.00,
- (2) the City of San Luis contributing \$3,901.00,
- (3) the Town of Wellton contributing \$403.00, and

(4) the County of Yuma contributing \$8,754.00.

If Somerton, San Luis, Wellton, or Yuma County fails to provide the described contribution for the Coordinator position established above, GYEDC shall, automatically and without further action by the City, release and return the Coordinator Funds to the City. If the City, Somerton, San Luis, Wellton, and Yuma County create a new entity (“Entity”) to administer and oversee the Coordinator position, the Coordinator Funds from the City shall automatically be released to that Entity. GYEDC’s receipt and the City’s distribution of the Coordinator Funds shall be subject to the all conditions and limitations set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF YUMA, a municipal corporation

GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona non-profit corporation

\_\_\_\_\_  
Gregory K. Wilkinson  
City Administrator

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney

## **Exhibit A**

### **“Program Objectives of the Bi-National Region”**

The initial program objectives of the bi-national region under the GYEDC include, but are not limited to the following:

#### **Economic Development**

- Establish identity through branding
- Develop marketing campaign
- Attend trade shows, distribute marketing material
- Establish memorandum of understanding with educational sectors

#### **Transportation**

- Reduction of commercial truck crossing time
- Facilitate feasibility study for the commercial port of entry to expand the use of privately operated vehicles at San Luis II
- Extend sentri hours to 24 hrs.
- Explore increasing electrical service to San Luis R. C.
- Explore increasing natural gas service to San Luis R. C.
- Explore extending rail lines in U.S. and Mexico from Union Pacific mainline to Feromex mainline
- Promote designation of Canamex Corridor

#### **Tourism**

- Increase coordination of events in San Luis R. C. and Yuma County
- Market El Golfo as a regional beach
- Shopping Tourism in Yuma County



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** Finance

**DIVISION:** Purchasing

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

**TITLE:**  
Bid Award: Sale of Firearms

**SUMMARY RECOMMENDATION:**

Accept the highest responsive/responsible offer for the Sale of Firearms for a total of \$6,790.00 from the following vendor:

Sprague's Sports Yuma, Arizona

(Finance/Purchasing - RFO #2015-20000050) (Robin R. Wilson)

**REPORT:**

On September 3, 2014, City Council declared 63 firearms as surplus and authorized the solicitation of Request for Offers for the Sale of Firearms. The firearms were made available for sale in accordance with the Yuma City Code, Section 38-02, *Disposition of Unclaimed Property in the Custody of the City*. State and Federal computer systems were checked and none of the firearms were reported stolen or missing. Staff determined that all of the firearms on the list were suitable for disposition as per the Yuma City Code and State and Federal Guidelines.

Staff received four sealed bids. The highest offer met all requirements as outlined in the bid and staff recommends award as stated above.

BID STATISTICS	TOTAL	LOCAL VENDORS
Documents Downloaded	32	4
Bids Received	4	1

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: N/A	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Revenue generated from the Sale of Firearms will be deposited into the General Fund.			
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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Pat Wicks			9/29/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Mary E. Roman / Robin R. Wilson			9/29/2014	

**CITY OF YUMA  
Sale Of Firearms  
RFO #2015-2000050**

	<b>C2 TACTICAL</b> Tempe, AZ	<b>KIESLER POLICE SUPPLY, INC.</b> Jeffersonville, IN	<b>PROFORCE LAW ENFORCEMENT</b> Prescott, AZ	<b>SPRAGUE'S SPORTS</b> Yuma, AZ
1. Box 1	\$300.00	\$355.00	\$0.00	\$901.00
2. Box 2	\$700.00	\$1,485.00	\$1,452.00	\$1,525.00
3. Box 3	\$500.00	\$950.00	\$0.00	\$1,362.00
4. Box 4	\$1,100.00	\$1,530.00	\$1,337.60	\$1,656.00
5. Box 5	\$600.00	\$565.00	\$466.20	\$937.00
6. Box 6	\$200.00	\$290.00	\$440.00 N/R	\$409.00
<b>TOTAL OFFER</b>	<b>\$3,400.00</b>	<b>\$5,175.00</b>	<b>\$3,695.80</b>	<b>\$6,790.00</b>
10% Deposit	\$340.00	\$517.50	\$369.58	\$679.00
				<b>R</b>

**R = Recommend**  
N/R = Non-Responsive



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** Police

**DIVISION:** Patrol

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

**TITLE:**  
Subgrantee Agreement: Arizona Department of Homeland Security

**SUMMARY RECOMMENDATION:**  
Authorize execution of a Subgrantee Agreement with the Arizona Department of Homeland Security for reimbursement of funds used by the Yuma Police Department to purchase tactical body armor for the Special Enforcement Team.

**REPORT:**  
The Arizona Department of Homeland Security is responsible for administering federal funds available through the U. S. Department of Homeland Security Grant Program. The Yuma Police Department submitted an application for funding under the grant program for Special Enforcement Team equipment and has been awarded funds in the amount of \$62,414.00 for tactical body armor.

The grant period is from October 1, 2014 to September 30, 2015.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$62,414.00	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:	\$62,414.00		
	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 type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		10/6/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		10/6/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
John Lekan		10/2/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Claudia Leyva		9/17/2014		

## SUBGRANTEE AGREEMENT

**14-AZDOHS-HSGP-140408-01**

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

**The Arizona Department of Homeland Security  
And  
Yuma Police Department**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the  
**Yuma Police Department**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2014** and shall terminate on **September 30, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

**" Special Enforcement Team Equipment "**

Enter Title of Application

and funded at \$ **62,414** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ **62,414** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html](http://www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html)
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at [www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html](http://www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at [www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin [www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf](http://www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf) . U.S. Department of Homeland Security Authorized Equipment List (AEL), at [www.llis.dhs.gov/knowledgebase/authorizedequipmentlist](http://www.llis.dhs.gov/knowledgebase/authorizedequipmentlist).
- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

#### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

#### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation

Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

#### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

#### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

#### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: [www.gao.az.gov](http://www.gao.az.gov).

#### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

#### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, [HSEEP@dhs.gov](mailto:HSEEP@dhs.gov), the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

- b) Nonexpendable Property and Capital Assets:
1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

#### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

**January 15** (period October 1– December 31)

**April 15** (period January 1 – March 31)

**July 15** (period April 1 – June 30)

**October 15** (period July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:  
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.
- a. In case of equipment disposition:  
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:  
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).
- f) Financial Reimbursements  
**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

#### XI. **ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

#### XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and

explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

**Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article O - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article P - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf)

and

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**Article R - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article S - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article T - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article U - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article V - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article W - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article X - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS

Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Z - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AB - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

#### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

#### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

#### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and

understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate

to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

Chief of Police John Lekan  
Enter Title, First & Last Name above  
Yuma Police Department  
Enter Agency Name above  
1500 S. 1st Avenue  
Enter Street Address  
Yuma, AZ 85364  
Enter City, State, ZIP

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**Yuma Police Department**

Enter Agency Name above

Authorized Signature above

**Gregory K. Wilkinson, City Administrator**

Print Name & Title above

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

**ATTEST AS TO FORM:**

City Clerk \_\_\_\_\_ Date \_\_\_\_\_

City Attorney \_\_\_\_\_ Date \_\_\_\_\_

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** Public Works

**DIVISION:** City Engineering

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

**TITLE:**  
Intergovernmental Agreement Amendment: State of Arizona

**SUMMARY RECOMMENDATION:**  
Authorize the execution of an amendment to the Intergovernmental Agreement (IGA) between the City of Yuma (City) and the State of Arizona (State) regarding street light maintenance for Fourth Avenue Gateway (Project).

**REPORT:**  
On December 18<sup>th</sup>, 2012, the City Council authorized Resolution R2012-53 regarding the Project and the execution of an IGA between the State and the City.

The IGA, however, did not specify that the Project included installing street lights on the Arizona Department of Transportation (ADOT) right-of-way. Consequently, the City does not have specific authority from ADOT to enter the right-of-way to maintain the street lights. Amendment Number One to the IGA specifies that the City will maintain the newly installed street lights.

Amendment Number One also deletes a provision of the IGA which is no longer required by State law and includes a paragraph explaining that starting December 26, 2014, when the City expends \$750,000.00 or more of federal funds, the City must conduct an independent audit. Before December 26, 2014, the City is only required to conduct an independent audit if the City spent \$500,000.00 or more. The City is already in compliance with the audit provision.

Staff is requesting authorization for the City Administrator to execute Amendment Number One to the IGA allowing the City to maintain the newly installed street lights.

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	FY2013 CIP No. 0071-Heritage1	
	FISCAL IMPACT STATEMENT: No additional fiscal impact with amendment.			
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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Joshua M. Scott, PE			9/30/2014	
WRITTEN/SUBMITTED BY:			DATE:	
Margarita G. Arroyo			9/24/2014	

**RESOLUTION NO. R2014-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE TRANSPORTATION ENHANCEMENT GRANT FOR THE SCOPING, DESIGN, AND CONSTRUCTION OF THE FOURTH AVENUE GATEWAY**

WHEREAS, the City of Yuma (“City”) has designed and constructed improvements to the Fourth Avenue Gateway (“Project”), located between the Arizona border with California and 1<sup>st</sup> Street; and,

WHEREAS, an Intergovernmental Agreement for the Project was executed on December 18, 2012 between the State of Arizona and the City (“Original Agreement”); and,

WHEREAS, the Project included installing new street lights within the Arizona Department of Transportation (“ADOT”) right-of-way; and,

WHEREAS, the Original Agreement did not specify that the City would maintain the new street lights within the Project; and,

WHEREAS, the Original Agreement needs an amendment to give the City specific authority to enter ADOT’s right-of-way to maintain the newly installed street lights; and,

WHEREAS, the City acknowledges that federally funded projects costing the City \$750,000.00 or more are subject to an independent audit,

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

SECTION 1: Amendment Number One to the Original 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 this resolution, the City Administrator is authorized and directed to execute Amendment Number One 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**

ADOT File No.: IGA/ JPA 11-162-I  
ADOT CAR No.: 13-0000898-I  
**Amendment No. One: 14-0004606-I**  
AG Contract No.: P0012012003008  
Project: Yuma Fourth Ave Gateway  
**Federal-aid No.: TEA-YUM-0(213)T**  
**ADOT Project No.: S1725 01D 01C**  
**TIP/STIP No.: SVS TE-11**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: n/a**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”)**, entered into this date \_\_\_\_\_, 2014, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF YUMA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-162, A.G. Contract No. P0012012003008, was executed on December 18, 2012, (the "Original Agreement");

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

**WHEREAS**, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

**WHEREAS**, the original agreement did not allow for the City to assume maintenance responsibility for new street lights; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to allow the City to assume maintenance responsibility for new street lights. The Parties desire to amend the Original Agreement, as follows:

---

**I. RECITALS**

**Section I. Paragraph 7. is revised and replaced as follows:**

7. The City will design a 10' wide multi-use pathway, hereinafter referred to as the "Project", beginning at Stateline on Business 8 and extending south for 0.28 miles, terminating at approximately 1<sup>st</sup> Street, using City and federal funding. The Project design will include pedestrian lighting to enhance safety for night-time users, welcome signage, landscaping palm trees and irrigated planting beds and decorative planter walls in the Business 8 median. The City will maintain and repair Project components of the multi-use pathway, and landscaping and provide the electrical power and water. **The City will also assume maintenance responsibility for new street lighting installed as part of this project.** The Project also consists of design and construction of the "Fourth Avenue Gateway" signage for the Port of Entry Building, which was built in 1956 as a truck inspection station, and ADOT will continue to operate and maintain the Port of Entry Building. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the City. The State shall be the designated agent for the City and administer the construction phase of the Project.

**II. SCOPE OF WORK**

**Section II, Paragraph 2. n, is revised and replaced as follows:**

2. The City will:

n. Upon completion of the construction, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide the ongoing and proper maintenance of the multiuse pathway, pedestrian lighting, **newly installed street lighting**, landscaping and irrigation of said Project.

**III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 15. is deleted in its entirety and 18. is added, as follows:**

18. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

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

---

**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State’s Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party’s legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

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

**CITY OF YUMA**

**STATE OF ARIZONA**  
Department of Transportation

By \_\_\_\_\_  
**GREGORY K. WILKINSON,**  
City Administrator

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
**LYNDA BUSHONG**  
City Clerk

ADOT File No.: IGA/JPA 11-162-I  
ADOT CAR No.:13-000898-I  
Amendment No. One: 14-0004606-I

**ATTORNEY APPROVAL FORM FOR THE CITY OF YUMA**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF YUMA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One, to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Attorney



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

October 15, 2014

**DEPARTMENT:**

Community Development

**DIVISION:**

Community Planning

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

**TITLE:**

Preannexation Development Agreement: Iglesia Betania of the Assemblies of God

**SUMMARY RECOMMENDATION:**

Authorize a Preannexation Development Agreement with Iglesia Betania of the Assemblies of God, an Arizona non-profit corporation, for property located at 3615 W. 8<sup>th</sup> Street

**REPORT:**

The Iglesia Betania of the Assemblies of God church is the owner of property located at 3615 W. 8<sup>th</sup> Street (APN 664-01-128). The property is developed with a church and recently has been expanded. The expansion of the assembly area has prompted the need for a new water connection for fire sprinklers. The property is outside the Yuma City limits. The church currently has domestic water service but the fire sprinklers will require a new connection. The owner is requesting a connection to City water for fire safety. The attached resolution authorizes a Preannexation Development Agreement with the property owner to provide for a new City water connection.

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:			
	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>			
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:	DATE:
	Gregory K. Wilkinson	10/6/2014
	REVIEWED BY CITY ATTORNEY:	DATE:
	Steven W. Moore	10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
Laurie Lineberry	10/2/2014	
WRITTEN/SUBMITTED BY:	DATE:	
Jennifer L. Albers	9/10/2014	

**RESOLUTION NO. R2014-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A  
PREANNEXATION DEVELOPMENT AGREEMENT WITH THE OWNER  
OF REAL PROPERTY LOCATED AT 3615 W. 8TH STREET**

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

WHEREAS, the City adopted its General Plan in 2012, and the use and development of the property is consistent with the goals and objectives of the City of Yuma General Plan, as amended; and,

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

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

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

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

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

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. R2014-34

### EXHIBIT A PREANNEXATION DEVELOPMENT AGREEMENT

This Preannexation Development Agreement (“Agreement”), made and entered into pursuant to Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Iglesia Betania of the Assemblies of God (“Owner”), an Arizona non-profit corporation, as owner of the real property located at 3615 W. 8<sup>th</sup> Street (APN 664-01-128), more particularly described and depicted in **Exhibit 1** attached and incorporated by reference (the “Property”), and the City of Yuma (“City”), an Arizona municipal corporation. Owner and City shall be referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS

WHEREAS, the City adopted its General Plan in 2012, and the use and development of the Property is consistent with and in conformance to the goals and objectives of the City of Yuma General Plan, as amended; and,

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

WHEREAS, the Parties have entered into this Agreement to provide for the annexation and use of the Property upon the terms and conditions contained herein.

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

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

2. Term. In consideration of the City’s commitment to furnish fire service (water) to the Property for the operation of a church facility, as well as water and sewer service to any additional future buildings on the Property, it is the intent of the Parties that this Agreement will commence and become operative on the date of its execution (the “Effective Date”), and will terminate when the obligations of the Parties with respect to annexation are fully complied with, or the Parties mutually provide for termination in writing, whichever occurs first.

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

3.1. Owner and any subsequent owners agree that within 10 days of written request by an authorized representative of the City of Yuma, Owner or any subsequent owners or Owners’ successors will sign an

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

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

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

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

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

6.1 Median Covenant. A median covenant notifying future owners that a median may be constructed within the public right-of-way which may limit turning motions into and out of their lot or parcel.

6.2 Avigation and Range Disclosure, Easement & Waiver. An Avigation and Range Disclosure, Easement & Waiver against title to the Property notifying future owners of the proximity and activities of military facilities.

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

## 7. Construction and Dedication of Public Improvements

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

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

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

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

8.3 Septic System. The Parties acknowledge that Owner has obtained permitting and installed a septic system pursuant to County of Yuma regulations and requirements. This Agreement shall not be interpreted to require the Property to connect to City sanitary sewer service until such time as the existing septic tank system is declared unserviceable as defined in City of Yuma Utility Regulations, as amended, or the Parties agree that such a connection shall be made.

9. City and Owner Cooperation.

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

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

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

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

To Owner:  
Iglesia Betania of the Assemblies of God  
3615 W. 8<sup>th</sup> Street  
Yuma, AZ 85364

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

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

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

such longer period as may be reasonably required, provided and so long as such cure is promptly commenced within such period and diligently prosecuted to completion.

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

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

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

## 12. Representations

12.1 Owner Representations. Owner represents and warrants that:

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

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

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

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

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

considered at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

respect to this Agreement, City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of Owner under this Agreement.

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.16 Proposition 207 Waiver. Owner hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property or any portion thereof, as a result of City's approval or failure to approve this Agreement,

the Annexation Ordinance, or adoption or failure to adopt the zoning designation, and all related annexation, zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement, including the approval, rejection or imposition of conditions or stipulations upon the approval of the zoning designation. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

CITY OF YUMA

IGLESIA BETANIA OF THE ASSEMBLIES OF GOD

By \_\_\_\_\_  
Gregory K. Wilkinson  
City Administrator

By \_\_\_\_\_  
Victor Venalanzo  
President

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 Victor Venalanzo, President, Iglesia Betania Assemblies of God.

My commission expires:

By: \_\_\_\_\_  
Notary Public

## **EXHIBIT 1**

### **Legal Description and Depiction of the Property**

A portion of the Northwest quarter (NW1/4) of the Northwest quarter (NW1/4) of Section 30, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona more particularly described as follows:

The North 36 feet of Lot 3, Block 2; the South 50.5 feet of Lot 1, Block 2 and all of Lot 2, Block 2, WILLIAMS SUBDIVISION, according to the plat of record in the office of the County Recorder of Yuma County, State of Arizona in Book 2 of Plats, page 58;

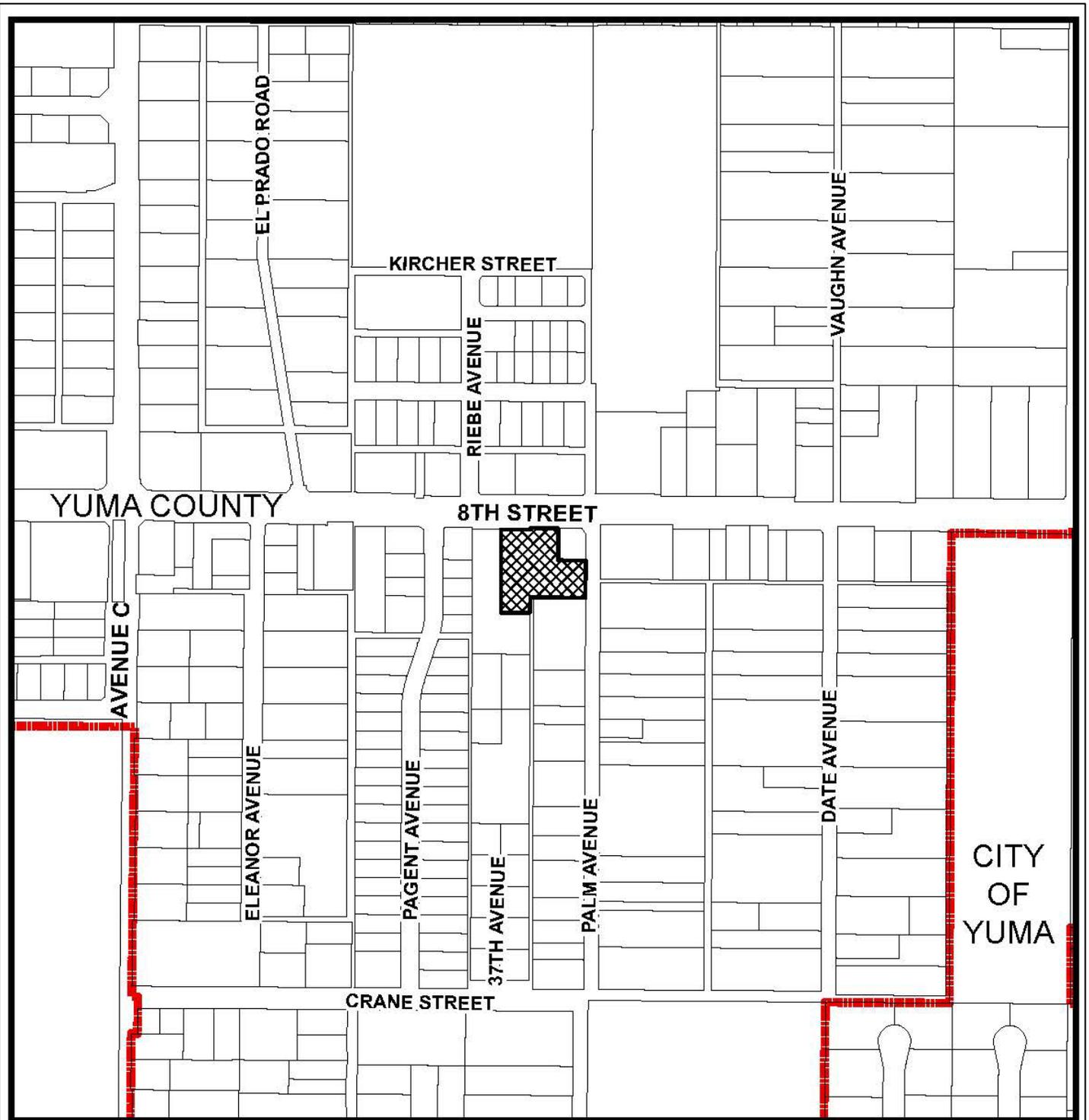
TOGETHER with the 10 foot alley lying adjacent to the North line of said Lot 3 , as abandoned by Yuma County Board of Supervisors in Resolution No. 3-21, recorded in Fee No. 2005-20605;

EXCEPT the North 12 feet deeded to the County of Yuma in instrument recorded in Fee No. 2007-10977.

AND the East 80 feet of the North 276 feet of the West half of the East half of the East half of Government Lot 1, Section 30, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

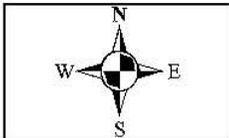
EXCEPT the North 33 feet to the County of Yuma for road Right-of-Way

EXCEPT the North 12 feet deeded to the County of Yuma in instrument recorded in Fee No. 2007-10977.  
The above described parcel contains 39,646 square feet or 0.910 acres more or less.



## LOCATION MAP

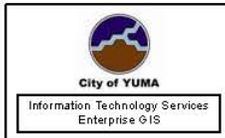
LOCATION OF SUBJECT PROPERTY



Prepared by: J.W.B.

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Checked by:



Date: 08-26-14

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Revised:

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Revised:

Case #:

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AGR-7082-2014



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

October 15, 2014

**DEPARTMENT:**

City Administration

**DIVISION:**

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

**TITLE:**

Resolution of Support: Arizona Cities and Towns Week

**SUMMARY RECOMMENDATION:**

Adoption of a resolution joining the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 19-25, 2014, Arizona Cities and Towns Week.

**REPORT:**

Cities and Towns in Arizona deliver vital city services such as fire, police and emergency medical response to ensure safe communities. They further provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, community centers and recreational programs.

It is important for the City of Yuma to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community. Through participation and cooperation, citizens, community leaders, local business and municipal staff can work together to ensure that services provided by the City of Yuma can remain exceptional elements of the quality of life our community.

As such, this resolution sets forth the joining with the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 19-25, 2014 Arizona Cities and Towns week.

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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Gregory K. Wilkinson			10/6/2014	
WRITTEN/SUBMITTED BY:			DATE:	

**RESOLUTION NO. R2014-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
YUMA, ARIZONA, DECLARING OCTOBER 19-25, 2014 AS  
ARIZONA CITIES AND TOWNS WEEK**

WHEREAS, the citizens of the City of Yuma rely on the City to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital City services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, community centers, and recreational programs; and

WHEREAS, it is important for the City of Yuma to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of City of Yuma officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation; citizens, community leaders, local business and municipal staff can work together to ensure that services provided by the City of Yuma can remain exceptional elements of the quality of life of our community.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Yuma joins with the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 19-25, 2014 Arizona Cities & Towns Week.

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



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** October 15, 2014

**DEPARTMENT:** City Administration

**DIVISION:** City Clerk

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

**TITLE:**  
City of Yuma 2014 Special Election

**SUMMARY RECOMMENDATION:**  
Call for a Special Election to be held March 10, 2015, for the purpose of referring Resolution R2014-23, and Ordinance O2014-15 to the qualified electors of the City of Yuma.

**REPORT:**  
City Council adopted Ordinance O2014-15 on June 18, 2014, reverting the zoning of property located at 2545 W. 8<sup>th</sup> Street from the High Density Residential (R-3) District to its former Limited Commercial/Aesthetic Overlay (B-1/AO) District and Resolution R2014-23 on July 16, 2014, amending the General Plan from High Density Residential to Mixed Use for the same property.

Thereafter, referendum petition REF2014-02 and REF2014-03 were submitted on July 17, 2014 and August 14, 2014, respectively. The referendum petitions were filed by Gerald Hunt, attorney for the Political Action Committee titled "No Walmart on 8<sup>th</sup> Street" for the purpose of referring Ordinance O2014-15 and Resolution R2014-23 to a vote of the qualified electors of the City of Yuma.

Pursuant to the Yuma City Charter, Article V, Section 1 (c), the City Council shall upon receipt of notification from the City Clerk that valid petitions for referendum have been filed, either repeal the ordinance or resolution within 50 days of the presentation by the City Clerk or submit the ordinance or resolution to the electors of the city either at the next general election or at a special election to be called for the purpose. The 50-day deadlines are October 15 and October 30, 2014. .

At the Regular City Council Meeting on October 1, 2014, City Council approved a motion to refer Ordinance O2014-15 and Resolution R2014-23 to the qualified electors at the March 10, 2015 election.

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:
	Gregory K. Wilkinson			10/6/2014
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			10/6/2014
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Lynda Bushong			10/2/2014	
WRITTEN/SUBMITTED BY:			DATE:	

**RESOLUTION NO. R2014-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, CALLING A SPECIAL ELECTION FOR THE PURPOSE OF REFERRING ORDINANCE O2014-15 AND RESOLUTION R2014-23 TO THE QUALIFIED ELECTORS OF THE CITY OF YUMA**

WHEREAS, Ordinance O2014-15 adopted on June 18, 2014 reverted the zoning for property located at 2545 W. 8<sup>th</sup> Street from the High Density Residential (R-3) District to its former Limited Commercial/Aesthetic Overlay (B-1/AO) District due to unmet conditions by the land owner; and,

WHEREAS, Resolution R2014-23 on July 16, 2014, amended the City of Yuma General Plan from High Density Residential to Mixed Use for the same property; and,

WHEREAS, referendum petitions, under the serial numbers REF 2014-02 and REF 2014-03, were filed in the Office of the City Clerk for the purpose of referring Ordinance O2014-15 and Resolution R2014-23 to a vote of the qualified electors of the City of Yuma; and,

WHEREAS, the referendum petitions for REF 2014-02 and REF 2014-03 have been certified pursuant to A.R.S § 19-121.04 (B) to have met the signature requirements to be placed on the ballot based on the random sample projection; and,

WHEREAS, pursuant to the Yuma City Charter, Article V, Section 1 (c), the City Council shall, upon receipt of notification from the City Clerk that valid petitions for referendum have been filed, either repeal the ordinance or resolution within 50 days of the presentation by the City Clerk or submit the ordinance or resolution to the electors of the City either at the next general election or at a special election to be called for the purpose; and

WHEREAS, a Special Election must be held on one of the four consolidated election dates allowed by Arizona law.

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

**SECTION 1:** Pursuant to A.R.S § 16-204 (B) (1) the Special Election will be held on March 10, 2015 in the City of Yuma, Arizona.

**SECTION 2:** The purpose of this Special Election is to submit to the qualified electors of the City, Ordinance O2014-15 and Resolution R2014-23, a reversion of zoning and General Plan amendment for property located at 2545 W. 8<sup>th</sup> Street.

**SECTION 3:** Yuma County registration and voting lists will be used for the Special Election. In order to qualify to vote in the Special Election, City voters must register to vote prior to 29 days before the election.

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



City of YUMA

# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

October 15, 2014

**DEPARTMENT:**

Community Development

**DIVISION:**

Community Planning

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

**TITLE:**

Rezoning of Property: Southwest corner of Maple Avenue and 16th Street, Yuma, AZ.

**SUMMARY RECOMMENDATION:**

Rezone approximately 0.47 acres from the Light Industrial (L-I) District to the General Commercial (B-2) District. The property is located at 1610 S. Maple Avenue, Yuma, AZ. (ZONE-6787-2014)

**REPORT:**

On September 22, 2014, the Planning and Zoning Commission voted to recommend APPROVAL (5-0, with Hamel absent and one vacancy) of the request to rezone approximately 0.47 acres from the Light Industrial (L-I) District to the General Commercial (B-2) District for property located at 1610 South Maple Avenue, subject to the following conditions:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized "Waiver of Claims under the Private Property Rights Protection Act." The Waiver shall be submitted within thirty (30) calendar days of the effective date of approval of this zoning action and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the zoning action is null and void.
3. The Owner shall record an Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.
4. With the exception of Condition 2, each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS 9-462.01.

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

**QUESTIONS FOR STAFF**

**“Clinton Underhill – Planning and Zoning Commissioner,** asked if there were any issues with the underground gasoline storage tanks. **Joy Everett – Senior Planner,** said she was not aware of any issues, and would not know until the storage tanks were removed; it had been a gas station since the 1970s. **Underhill** asked if it was the city’s responsibility to clean up the property. **Everett** said yes.

**“David Koopmann – Planning and Zoning Commissioner,** asked if this property was in the city or county. **Everett** said city. **Koopmann** asked if there was an agreement that the previous owner would be responsible for soil remediation. **Deb Vining – Right-of-Way Agent,** said there were strict rules by the Arizona Department of Environmental Quality (ADEQ) that the city had to abide by. The city would not be responsible for any contamination upon tank removal. The old steel tanks were removed and replaced with the double-walled fiberglass tanks, and there were no leaks or contamination at that time. ADEQ would go after the company that installed the tanks. **Koopmann** asked if remediation is the responsibility of the previous owner. **Vining** said yes, and staff had a letter stating that; staff was proceeding with tank removal and any contamination would be the responsibility of the prior owner.

**APPLICANT / APPLICANT’S REPRESENTATIVE**

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**

**MOTION**

**“Motion by Underhill, second by Conde, to APPROVE Case Number ZONE-6787-2014, subject to the Conditions of Approval in Attachment A. 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:	
	Gregory K. Wilkinson		10/6/2014	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		10/6/2014	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Laurie L. Lineberry		9/29/2014		
WRITTEN/SUBMITTED BY:		DATE:		
Stephanie Joy Everett		8/26/2014		



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

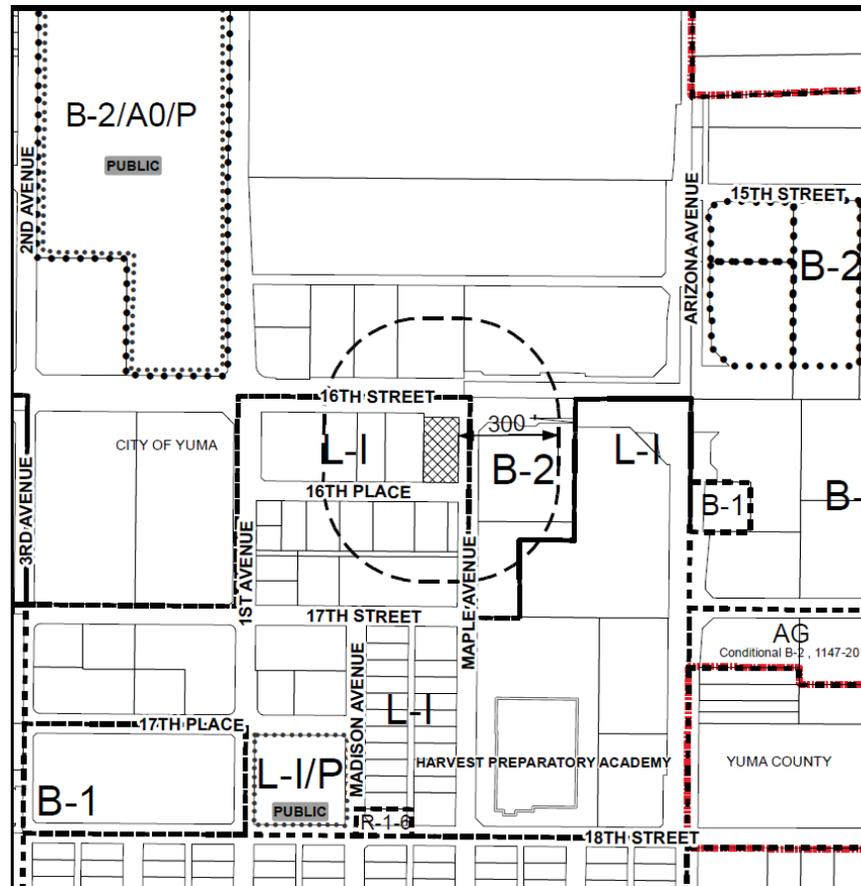
**Hearing Date:** September 22, 2014

**Case Number:** ZONE-6787-2014

**Project Description/Location:** Rezone approximately .47 acres from the Light Industrial (L-I) District to the General Commercial (B-2) District. The property is located at 1610 South Maple Avenue, Yuma, AZ.

	Existing Zoning	Existing Land Use	Land Use Designation
<b>Site</b>	Light Industrial (L-I)	Vacant Gas Station	Commercial
<b>North</b>	General Commercial (B-2)	Smart and Final Grocery Store	Commercial
<b>South</b>	Light Industrial (L-I)	Storage Yard	Commercial
<b>East</b>	General Commercial (B-2)	Union 76 Gas Station / Wendy's	Commercial
<b>West</b>	Light Industrial (L-I)	Village Inn Pizza Parlor	Commercial

**Location Map**



**Prior site actions:** Annexation: Ord. #672 (7/21/1956); Conditional Use Permit: CU97-013 (Motor Fuel Sales in L-I) (12/9/1997)

**Staff recommendation:** Staff recommends **APPROVAL** of the rezoning of the property from the Light Industrial (L-I) District to the General Commercial (B-2) District, subject to the conditions shown in Attachment A, because it is in conformance with the General Plan.

**Suggested Motion:** Move to **APPROVE** the rezoning of the property from the Light Industrial (L-I) District to the General Commercial (B-2) District, subject to the conditions shown in Attachment A, because it is in conformance with the General Plan.

**Staff Analysis:** The subject property is approximately 20,584 sq. ft. (.47 acres) and is located on the southwest corner of 16<sup>th</sup> Street and Maple Avenue. The property was annexed into the City of Yuma in 1956. It is currently developed with a vacant gas station and is in the Light Industrial (L-I) Zoning District. A conditional use permit was approved for this property in 1997 for “motor fuel sales” to allow the gas station use. The City of Yuma purchased the property in 2010 as part of the 16<sup>th</sup> Street widening project to fulfill future rights-of-way requirements. The former Barney’s Gas Station closed in late 2013.

The City of Yuma is requesting to rezone the subject property from the Light Industrial (L-I) District to the General Commercial (B-2) District. With B-2 zoning, this property, located at a prominent location on 16<sup>th</sup> Street, will have more versatility when it comes to what businesses can operate there, making it more marketable for future redevelopment opportunities. The area surrounding the property is characterized by various commercial uses. The City of Yuma General Plan as amended designates this area as Commercial. The request to rezone to the B-2 Zoning District is in conformance with the General Plan.

No neighborhood meeting was held and no public comments were received.

**1. Does the proposed zoning district conform to the Land Use Element?**

Yes

**2. Are there any dedications or property easements identified by the Transportation Element?**

No

Transportation Element	Planned	Existing	Difference	Requested
16 <sup>th</sup> Street – Principal Arterial Constrained	56 FT H/W ROW	60 FT H/W ROW	+ 4 FT	0 FT
Maple Avenue – Local	29 FT H/W ROW	30 FT H/W ROW	+ 1 FT	0 FT

**3. Does the proposed rezoning of the property conform to the remaining elements of the general plan?**

Yes

**4. Does the proposed rezoning conform to the adopted facilities plan?**

Yes

**5. Does the proposed rezoning conform to Council's prior approval of rezonings, development agreements or subdivisions for this site?**

Yes

**External Agency Comments:** None received.  
**Neighborhood Meeting Comments:** No Meeting Required.

**Proposed conditions delivered to applicant on:** August 20, 2014

**Final staff report delivered to applicant on:** September 15, 2014

- Applicant agreed with all of the conditions of approval on: August 20, 2014
- 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
Staff Conditions of Approval	Aerial Photo

**Project Planner:** James Alexander, 373 -5000 #3040 James.Alexander@YumaAZ.gov  
 Associate Planner

**Prepared By:**  **Date:** 8/20/14  
 James Alexander, Associate Planner

**Reviewed By:**  **Date:** 8/26/14  
 Bobette Bauermann, Principal Planner

**Approved By:**  **Date:** 8-20-14  
 Laurie L. Lineberry, AICP, Community Development Director

**ATTACHMENT A**  
**CONDITIONS OF APPROVAL**

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

**Department Of Community Development Comments: Laurie Lineberry, Community Development Director (928) 373-5175:**

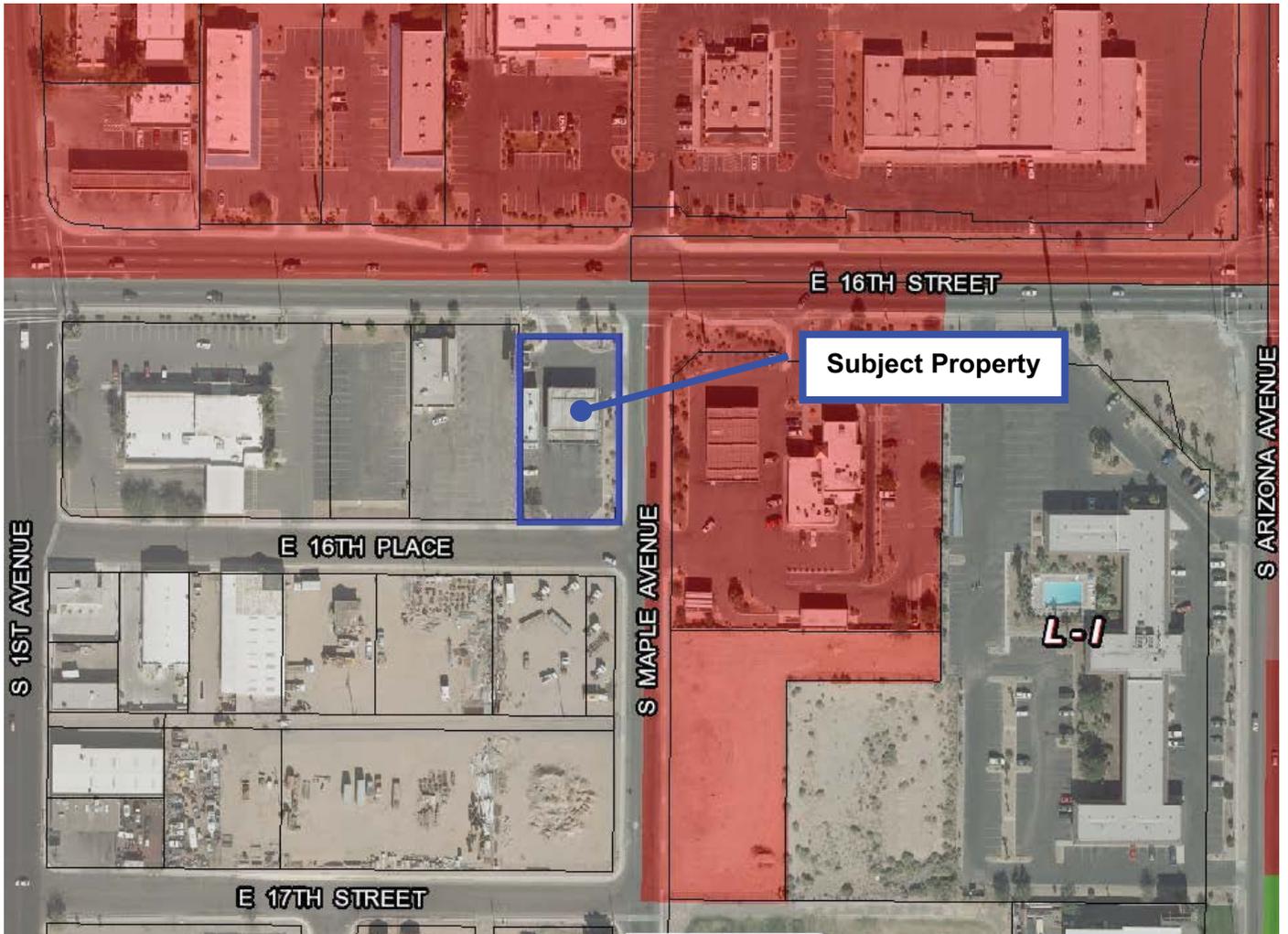
1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized "Waiver of Claims under the Private Property Rights Protection Act." The Waiver shall be submitted within thirty (30) calendar days of the effective date of approval of this zoning action and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the zoning action is null and void.
3. The Owner shall record an Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.

**Community Planning: James Alexander, Assistant Planner (928) 373-5000 #3040:**

4. With the exception of Condition 2, each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS 9-462.01.

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

**ATTACHMENT B  
AERIAL PHOTO**





**STAFF RESEARCH – REZONE**

**CASE #: ZONE-6787-2014**  
**CASE PLANNER: JAMES ALEXANDER**

**I. PROJECT DATA**

Project Location:	SWC of 16 <sup>th</sup> Street and Maple Avenue												
Parcel Number(s):	665-36-061												
Parcel Size(s):	20,584 sq. ft.												
Total Acreage:	.47 ac.												
Proposed Dwelling Units:	0												
Address:	1610 South Maple Avenue												
Applicant:	City of Yuma												
Applicant's Agent:	N/A												
Land Use Conformity Matrix:	Conforms: Yes X No												
Zoning Overlay:	Public	AO	Auto	B&B	Historic	None	X	Airport					
Noise Contours	65-70	70-75	75+	APZ1	APZ2	Clear Zone							

	Existing Zoning	Existing Land Use	Planned Land Use
<b>Site</b>	Light Industrial (L-I)	Vacant Gas Station	Commercial
<b>North</b>	General Commercial (B-2)	Smart and Final Grocery Store	Commercial
<b>South</b>	Light Industrial (L-I)	Storage Yard	Commercial
<b>East</b>	General Commercial (B-2)	Union 76 Gas Station / Wendy's	Commercial
<b>West</b>	Light Industrial (L-I)	Village Inn Pizza Parlor	Commercial

Prior Cases or Related Actions:

Type	Conforms			Cases, Actions or Agreements	
Pre-Annexation Agreement	Yes		No	N/A	
Annexation	Yes	X	No	Ord. #672 (7/21/1956)	
General Plan Amendment	Yes		No	N/A	
Development Agreement	Yes		No	N/A	
Rezone	Yes	X	No	Z80-23	
Subdivision	Yes		No	N/A	
Conditional Use Permit	Yes	X	No	CU97-013 (Motor Fuel Sales in L-I) (12/9/1997)	
Pre-Development Meeting	Yes	X	No	7/1/14	
Design Review Commission	Yes		No	N/A	
Enforcement Actions	Yes		No	N/A	
Avigation Easement Recorded	Yes		No	X	Fee # _____ If no, add to Conditions of Approval
Land Division Status:	Parcel is legal lot of record.				
Irrigation District:	None				
Adjacent Irrigation Canals & Drains:	N/A				
Water Conversion: (5.83 ac ft/acre)	N/A Highlight & F9 to compute field				
Water Conversion Agreement Required	Yes		No	X	

**II. CITY OF YUMA GENERAL PLAN**

<b>Land Use Element:</b>			
Land Use Designation:	Commercial		
Noise Contour:	N/A	Overlay/Specific Area:	N/A
Issues:	None		

Historic District:	Brinley Avenue		Century Heights		Main Street		None	X
Historic Buildings on Site:	Yes		No	X				
<b>Transportation Element:</b>								
<b>FACILITY PLANS</b>								
Major Roadways Plan			Planned			Existing		
16 <sup>th</sup> Street – Principal Arterial Constrained			56 FT H/W ROW			60 FT H/W ROW		
Maple Avenue – Local			29 FT H/W ROW			30 FT H/W ROW		
Median Covenant	Fee # 1998-23419							
Gateway Route	X	Scenic Route		Hazardous Cargo Route	X	Truck Route	X	
Bicycle Facilities Master Plan	Existing: Bike Route from 16 <sup>th</sup> St., south on 1 <sup>st</sup> Ave., west on 17 <sup>th</sup> St., south on 3 <sup>rd</sup> Ave. Proposed: Bike Route from 16 <sup>th</sup> St., south on 1 <sup>st</sup> Ave., east on 17 <sup>th</sup> St., south on Maple Ave.							
YCAT Transit System	Yellow Route 95; Bus Stop on 1 <sup>st</sup> Avenue at 16 <sup>th</sup> Street							
Issues:	None							
<b>Parks, Recreation and Open Space Element:</b>								
Parks and Recreation Facility Plan								
Neighborhood Park:	Existing: Joe Henry Park			Future: None				
Area Park	Existing: Kennedy Park			Future: None				
Linear Park:	Existing: None			Future: Joe Henry Park to Avenue F				
Issues:	None							
<b>Housing Element:</b>								
Special Need Household:	N/A							
Issues:	None							
<b>Redevelopment Element:</b>								
Planned Redevelopment Area:	N/A							
Adopted Redevelopment Plan:	North End:		Carver Park:		None:	X		
Conforms:	Yes		No		N/A			
<b>Conservation, Energy &amp; Environmental Element:</b>								
Impact on Air or Water Resources	Yes		No	X				
Renewable Energy Source	Yes		No	X				
Issues:	None							
<b>Public Services Element:</b>								
<b>Population Impacts</b> Projected Population per Census 2010: 2.9 persons per unit Police Impact Standard: 1 officer for every 530 citizens; Water Consumption: 300 gallons per day per person; Wastewater generation: 100 gallons per day per person	Dwelling Units	Projected	Police	Water		Wastewater		
		Population	Impact	Consumption		Generation		
	Maximum		Officers	GPD	AF	GPD		
	0	0	0.00	0	0.0	0		
	Minimum							
0	0	0.00	0	0.0	0			
Fire Facilities Plan:	Existing: Fire Station No. 3			Future: Fire Station No. 3				
Water Facility Plan:	Source:	City	X	Private	Connection:	1" line from 16 <sup>th</sup> St.		
Sewer Facility Plan:	Treatment:	City	X	Septic	Private	Connection: 8" line from 16 <sup>th</sup> St.		
Issues:	None							
<b>Safety Element:</b>								
Flood Plain Designation:	X		Liquefaction Hazard Area:	Yes		No	X	
Issues:	None							
<b>Growth Area Element:</b>								
Growth Area:	Araby Rd & Interstate 8		Arizona Ave & 16 <sup>th</sup> St		Avenue B & 32 <sup>nd</sup> St.			
	North End	Pacific Ave & 8 <sup>th</sup> St		Estancia	None	X		
Issues:	None							

**NOTIFICATION**

- **Legal Ad Published: The Sun** 8/29/14
- **300' Vicinity Mailing:** 8/4/14
- **34 Commenting/Reviewing Agencies noticed:** 8/7/14
- **Neighborhood Meeting:** N/A
- **Hearing Dates:** 9/22/14
- **Comments Due:** 8/18/14

<b>External List (Comments)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Comment"</b>	<b>Written Comments</b>	<b>Comments Attached</b>
Yuma County Airport Authority	Yes	8/7/14	X		
Yuma County Engineering	NR				
Yuma County Public Works	NR				
Yuma County Water Users	Yes	8/15/14	X		
Yuma County Planning & Zoning	NR				
Arizona Public Service	NR				
Time Warner Cable	NR				
Southwest Gas	NR				
Qwest Communications	NR				
Bureau of Land Management	NR				
YUHS District #70	NR				
Yuma Elem. School District #1	NR				
Crane School District #13	NR				
A.D.O.T.	Yes	8/6/14	X		
Yuma Irrigation District	NR				
Arizona Fish and Game	NR				
USDA – NRCS	NR				
United States Postal Service	NR				
Yuma Metropolitan Planning Org.	NR				
El Paso Natural Gas Company	NR				
Western Area Power Administration	NR				
YCIPTA	Yes	8/6/14	X		
<b>City of Yuma Internal List (Conditions)</b>	<b>Response Received</b>	<b>Date Received</b>	<b>"No Conditions"</b>	<b>Written Conditions</b>	<b>Comments Attached</b>
Daniel Rhodes, Police	Yes	8/18/14	X		
Ron Ramirez, Parks	Yes	8/7/14	X		
Damon Chango, Parks	NR				
Andrew McGarvie, Engineering	NR				
Kayla Holiman, Fire	Yes	8/13/14	X		
Kerry Beecher, Building Safety	NR				
Alan Kircher, Building Safety	Yes	8/8/14	X		
Jim Hamersley, ITS	NR				
Josh Scott, Engineering	NR				
Josh Scott, Traffic Engineering	NR				
MCAS / C P & L Office	NR				
Jay Simonton, Utilities	Yes	8/12/14	X		
Joel Olea, Public Works	NR				
Joel Olea, Streets	NR				

<b>Neighborhood Meeting</b>	<b>Comments Available</b>
None required	N/A
<b>Prop. 207 Waiver Given to Applicant on:</b>	<b>Delivery Method:</b>
August 25, 2014	In Person

**PUBLIC COMMENTS RECEIVED:** None Received

**ORDINANCE NO. O2014-30**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, REZONING CERTAIN PROPERTY HEREINBEFORE LOCATED IN THE LIGHT INDUSTRIAL (L-I) DISTRICT TO THE GENERAL COMMERCIAL (B-2) DISTRICT AND AMENDING THE ZONING MAP TO CONFORM THERETO**

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on September 22, 2014 in Zoning Case No: ZONE-6787-2014 in the manner prescribed by law for the purpose of rezoning a parcel of property hereinafter described to the General Commercial (B-2) District as provided for in Chapter 154 of the Yuma City 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 August 29, 2014; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission regarding Case No: ZONE-6787-2014 and finds that the recommendation complies with and conforms to the goals and objectives of the Yuma General Plan, as amended.

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

SECTION 1: That the following described property, depicted in Exhibit A, attached hereto and by this reference made a part hereof:

That part of the Northwest quarter of the Northeast quarter of the Northeast quarter (NW1/4 NE1/4 NE1/4) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, more particularly described as follows:

Commencing at the Northeast corner of the West half of the Northeast quarter of the Northeast quarter (W1/2 NE1/4 NE1/4); thence West along the North line of said Section, a distance of 30 feet to the True Point of Beginning;  
thence West along the North line of said Section, a distance of 100 feet;  
thence South and parallel to the East side of said Section, a distance of 256.20 feet;  
thence East and parallel to the North line of said Section, a distance of 100 feet;  
thence North and parallel to the East side of said Section 33, a distance of 256.30 feet to the True Point of Beginning;

EXCEPT the North 61 feet thereof.

AND

The East 5.38 feet of that portion of the Northwest quarter of the Northeast quarter of the Northeast quarter (NW1/4 NE1/4 NE1/4) of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, State of Arizona, more particularly described as follows:

Commencing at a point which is South 0°26'45" West, a distance of 48 feet and South 89°37' East, a distance of 330 feet from the Northwest corner of said Northwest quarter of the Northeast quarter of the Northeast quarter (NW1/4 NE1/4 NE1/4) and the True Point of Beginning;

thence South 0°26'45" West, a distance of 207.88 feet;

thence South 89°33'30" East, a distance of 205.38 feet;

thence North 0°28' 15" East, a distance of 208.20 feet;

thence North 89°37' West, a distance of 205.46 feet to the True Point of Beginning;

EXCEPT the North 13 feet thereof.

Containing 20,570 square feet or 0.472 acres, more or less

be placed in the General Commercial (B-2) District, as defined by Chapter 154 of the Yuma City Code, as amended; that said property upon this Ordinance becoming final, be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the General Commercial (B-2) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, be hereby ordered to be changed and amended so as to show that said property described in this Ordinance will be located within the District herein provided.

SECTION 2: That the following condition(s) must be met and/or completed in order for the zoning amendment to be final:

1. The conditions listed below are in addition to City codes, rules, fees and regulations that are applicable to this action.
2. The Owner shall submit to the City of Yuma, for recordation, a signed and notarized "Waiver of Claims under the Private Property Rights Protection Act." The Waiver shall be submitted within thirty (30) calendar days of the effective date of approval of this zoning action and prior to the issuance of any building permit. In the event this condition is not completed within this time frame, the zoning action is null and void.
3. The Owner shall record an Avigation Easement on the property acknowledging potential noise and overflight of aircraft from both daily and special operations of the Marine Corps Air Station and the Yuma International Airport.

SECTION 3: With the exception of Condition 2, each of the conditions listed above shall be completed within two (2) years of the effective date of the rezoning ordinance or prior to the issuance

of a building permit or business license for this site, whichever occurs first. If the conditions of approval are not completed within the above timeframe then the rezone shall be subject to ARS 9-462.01.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

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

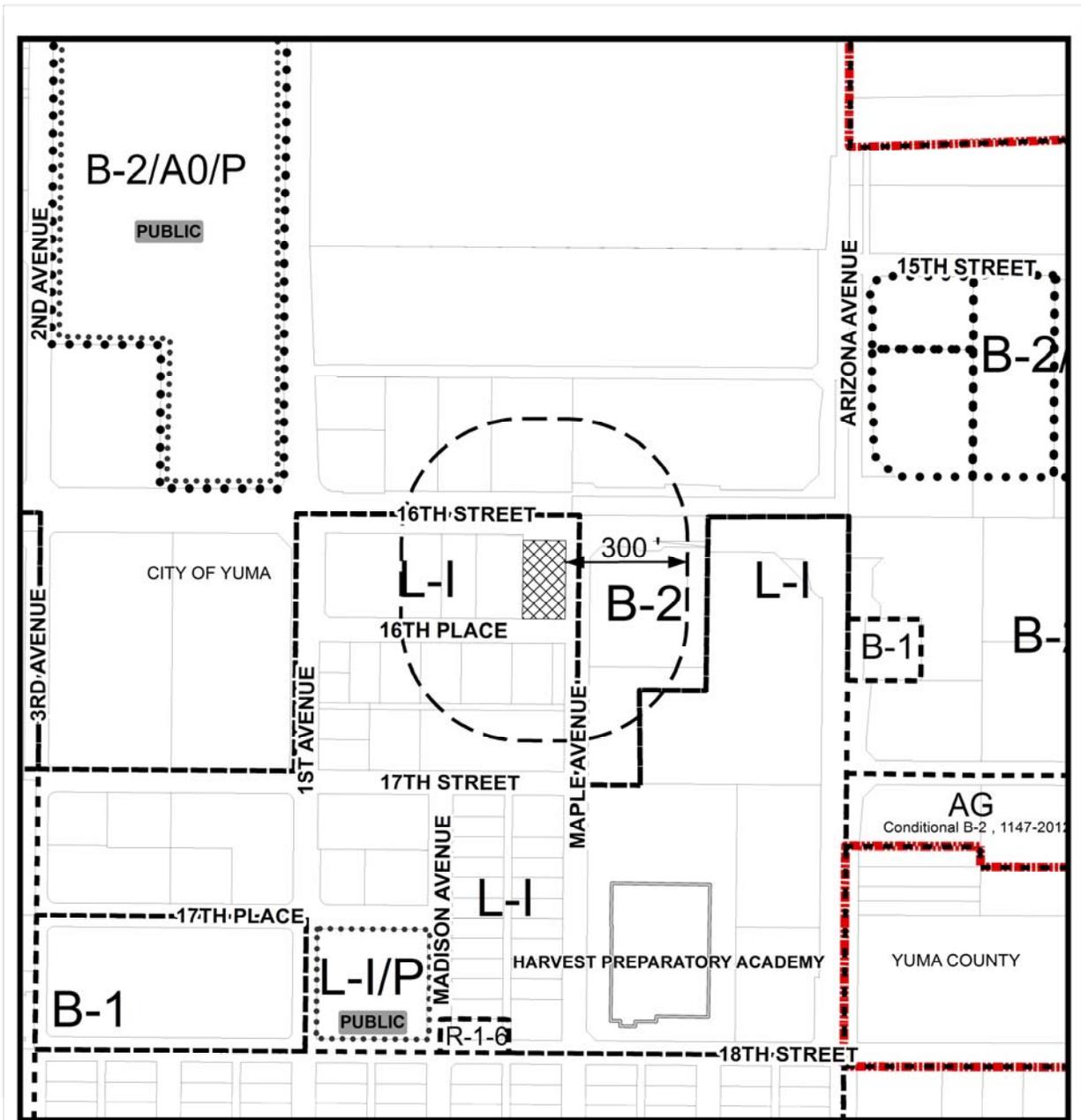
ATTESTED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. Moore  
City Attorney

Exhibit A



LOCATION MAP

 LOCATION OF SUBJECT PROPERTY



Prepared by: ITS/GIS  
 Checked by:



Date: 07-29-14  
 Revised:  
 Revised:

Case #:  
 ZONE-6787-2014