



City of YUMA

**CITY OF YUMA
REGULAR CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, SEPTEMBER 29, 2010
5:30 P.M.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL for submission of Speaker Request Forms

PRESENTATIONS

I. 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.

II. 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 City Council Meeting June 2, 2010
- 21. 2. Special Worksession July 6, 2010
- 24. 3. Regular Worksession July 6, 2010
- 25. 4. Special Worksession July 20, 2010
- 28. 5. Special City Council Meeting July 20, 2010
- 30. 6. Regular City Council Meeting July 21, 2010
- 41. 7. Regular City Council Meeting August 4, 2010

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)

50. 2. Special Event Liquor License: Yuma Sunrise Rotary Club

Approve a Special Event Liquor License application submitted by Mike Ray Suba, Jr., on behalf of the Yuma Sunrise Rotary Club for a Renovation Movie Premier Event. The fundraiser event will be held October 23, 2010, at the Yuma Quartermaster Depot State Historic Park, 201 N. 4th Avenue, from 5:00 p.m. to 11:00 p.m. (SP10-15) (City Administration/City Clerk) (Lynda L. Bushong)

52. 3. Special Event Liquor License: Caballeros de Yuma, Inc.

Approve a Special Event Liquor License application submitted by Barry Olsen, on behalf of the Caballeros de Yuma, Inc. for the Colorado River Crossing Balloon Festival. The fundraiser event will be held November 20, 2010, at the Ray Kroc Complex located at 3500 S. Avenue A, from 11:00 a.m. to 9:00 p.m. (SP10-16) (City Administration/City Clerk) (Lynda L. Bushong)

54. 4. Temporary Extension of Premises: Texas Roadhouse

Approve an application for a Temporary Extension of Premises/Patio Liquor License Permit submitted by Scott Crace, agent for Texas Roadhouse, for the "Battle of the Bands" event on October 30, 2010 to be held at 594 E. 16th Street, Yuma, Arizona. (EP10-06) (City Administration/City Clerk) (Lynda L. Bushong)

56. 5. Bid Award: Figueroa Water Pollution Control Facility Digester Improvements

Award to the lowest responsive/responsible bidder for Figueroa Water Pollution Control Facility Digester Improvements at a total cost of \$3,021,810.00 to: Haydon Building Corp., Phoenix, Arizona. (City Engineering Department - Bid #2010000464) (Paul Brooberg)

59. 6. Agreement: Arizona Department of Homeland Security

Authorize City Administrator to enter into an agreement between the Arizona Department of Homeland Security and Yuma Police Department for reimbursement of funds expended for overtime and mileage in support of Operation Stonegarden. (Police/Patrol) (Jerry Geier)

71. 7. Operating Agreement Amendment: Yuma Crossing National Heritage Area Corporation

Amend the insurance requirements of the Yuma Territorial Prison State Historic Park Operating Agreement to conform to the requirements contained within the Intergovernmental Agreement between Arizona State Parks and the City of Yuma (City Administration/Yuma Crossing National Heritage Area) (Charles Flynn)

75. 8. Subrecipient Agreement: Yuma Crossing National Heritage Area

Approve an agreement with the Yuma Crossing National Heritage Area to implement a grant total of \$2,000,000.00 from the Bureau of Reclamation for enhancement and maintenance of the North and South Channel projects and restoration of the main stem of the Colorado River within the Yuma East Wetlands. (City Administration/ Yuma Crossing National Heritage Area) (Charles W. Flynn)

88. 9. Bid Award: New 12" Watermain and Pavement Replacement: 5th Avenue from 8th Street to 16th Street

Award to the lowest responsive/responsible bidder for New 12" Watermain and Pavement Replacement: 5th Avenue from 8th Street to 16th Street at a total cost of \$977,286.56 to: DPE Construction, Inc., Yuma, Arizona. (City Engineering Department - Bid # 2010000440) (Paul Brooberg)

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

M/_____ S/_____ VV/_____

III. 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.

91. A. Resolution R2010-52 Industrial Development Authority Bonds: Excel Group, Inc.

Approval for the Industrial Development Authority (Authority) to issue bond(s) to The Excel Group, Inc., d.b.a Yuma W.O.R.C Center (Excel), for the purpose of refunding a prior bond issue for the construction of an in-patient mental health facility and other related facilities within the City of Yuma, for performing upgrades and maintenance on the facilities, and paying for associated costs. (City Attorney) (Steven W. Moore)

96. B. Resolution R2010-54 Approval of Election Board

Approve the creation of an Election Board and appointment of Election Board Officers for the 2010 City of Yuma Special Election to be held in conjunction with the State-wide General Election on November 2, 2010. (City Administration/City Clerk) (Lynda Bushong)

103. C. Resolution R2010-55 Development Agreement: Ocotillo Desert Development, L.L.C.

Authorize a Development Agreement with Ocotillo Desert Development, L.L.C., for properties located at the northeast corner of Avenue 6E and 48th Street. (Community Development/Community Planning) (Laurie Lineberry)

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

M/ _____ S/ _____ RV/ _____

IV. 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 ordinances for adoption at this time.

V. 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.

116. A. Ordinance O2010-50 Rezoning of Property: Southeast corner of Avenue 7E and 36th Street

Rezone property from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District. The applicant is Dahl, Robins, and Associates on behalf of Yuma Desert Land, LLC. (Z2010-009) (Community Development/Community Planning) (Laurie Lineberry)

127. B. Ordinance O2010-51 Right-of Way Acquisition: 16th Street Widening

Authorize the acquisition of property at the southwest corner of 16th Street and Maple Avenue for Capital Improvement Program (CIP) Project No. 5.0574. (City Engineering/Administration) (Paul Brooberg)

VI. PUBLIC HEARINGS & RELATED ACTIONS

There are no public hearings scheduled at this time.

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Appointment of City Councilmember:
 - Acting Deputy Mayor
2. Appointment to boards, commissions, committees and offices:
 - Parks and Recreation Commission – one term to expire on September 1, 2015.
 - Clean and Beautiful Commission: 2 vacancies
 - one unexpired term to expire on December 11, 2010;
 - one term to expire on September 29, 2013.
 - Community Tree Board – one term to expire September 29, 2013.
 - Residential Advisory Board – one unexpired term for a Plumbing Contractor to expire on September 1, 2011.
3. Announcements:
 - City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of September 16, 2010 through September 29, 2010. 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.
4. Scheduling: Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

VIII. SUMMARY OF CURRENT EVENTS

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

IX. EXECUTIVE SESSION

An Executive Session may be held during this meeting to discuss pending Legal/Personnel/Real Estate matters. An Agenda will be posted 24 hours in advance.

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, PO Box 13012, Yuma, Arizona 85366-3012; (928) 373-5125 or TTY (928) 373-5149.

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
JUNE 2, 2010
5:32 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

INVOCATION/PLEDGE

Steve McClanahan, Pastor of the First Church of the Nazarene, gave the invocation. **Jack McArthur**, Fire Chief, led the City Council in the pledge of allegiance.

ROLL CALL

Councilmembers Present: Stuart, Mendoza, Beeson, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: none
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Finance Director, Pat Wicks
Director of City Engineering, Paul E. Brooberg
Director of Parks and Recreation, Becky Chavez
Senior Planner, Noah Cullis
Director of Community Development, Laurie Lineberry
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

FINAL CALL

Mayor Krieger made a final call for the submission of Speaker Request Forms from members of the audience.

PRESENTATIONS - none

I. CALL TO THE PUBLIC

Jack Kretzer, 761 W. Queens Place, stated that several years ago the City of Yuma proposed to buy mobile home parks on 3rd Street between the canal and 13th Avenue. It was noted then that the mobile homes were so small that people were crowded into them. He urged City Council to consider a minimum housing code and occupancy permit which would require a home to be inspected by the City to ensure it is habitable before it is used; this would avoid overcrowding. Other communities in Arizona should implement this process to help keep property values high and to avoid buildings from being used as drop houses.

Diane Umphress, Director of Amberly's Place, 1350 W. Colorado Street, stated that she met with the directors of the 17 advocacy centers throughout the State of Arizona. At that meeting she learned 19% of the victims in Arizona went through Amberly's place. People are becoming comfortable with the reporting process; fear is lessening because of the support available to victims. She thanked the City Council for their continued support of Amberly's Place.

II. MOTION CONSENT AGENDA

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

A. Approval of minutes of the following City Council meeting:

Special Worksession

February 23, 2010

B. Approval of Staff Recommendations:

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). (Attny)
2. Approve a new Beer and Wine Store (#10) Liquor License application submitted by So Mui (aka Linda) Woon, agent for Lincoln's Market, 1840 Arizona Avenue, Yuma, Arizona. (LL10-09) (Admin/Clerk)
3. Approve a new Restaurant (#12) Liquor License application submitted by Monica Bracamontes, agent for Las Herraduras Mexican Restaurant, LLC, dba Las Herraduras, 2256 S. 4th Avenue, Yuma, Arizona. (LL10-11) (Admin/Clerk)
4. Authorize insurance coverage for Property, Public Liability (including Employee Benefits, Public Officials, Employment Practices, Liquor, Law Enforcement and Auto), Excess Liability, Crime/Dishonesty, Underground Storage Tanks, Excess Workers Compensation, Cyber Liability and Auto Physical Damage coverage for Fiscal Year 2010-2011 in the total amount of \$527,087. (Risk Mngmt)

III. RESOLUTION CONSENT AGENDA

In regards to R2010-35, **Johnson** asked what the overage would be from the Residential Solid Waste Collection fee. **Wicks:** \$236,482. **Johnson** stated that traditionally, the City has provided free solid waste pick up for the residents. The Environmental Solid Waste fee is a charge that covers the disposal of hazardous waste, alley clean up and the landfill tipping fee. If the intention is to have Solid Waste sustain itself, then the residents are being overcharged. Homeowners taxes are being increased by \$60/year, yet an overage of \$236,000 is anticipated; the Residential Solid Waste collection fee is a backdoor tax increase. While trying to balance the budget, City Council continues to restore funding to various outside agencies.

McClendon stated that during budget discussions, the possibility of an overage was raised and it was stated it could be used to lay the ground work for a recycling program. The money would have to stay in the sanitation/solid waste program, correct? **Wicks:** Yes, the \$236,000 would become an undesignated fund balance. As previously explained, the Solid Waste Fund has existed for many years and has never had a fund balance because the difference had always been made up by the General Fund through transfers in to balance the account. For the account to be able to sustain itself, staff must account for all of the costs of solid waste within the fund and charge accordingly. From an operational standpoint, it is important to have

a fund balance for ongoing solid waste expenditures, providing for a more steady cash flow. The fee isn't necessarily an overcharge; rather it is a starting point to generate a small fund balance for the next year. Staff will try to maintain the rate as long as possible. However, with the Equipment Replacement Program (ERP) currently suspended, the amount of the Residential Solid Waste fee will have to be reconsidered when the ERP is reinstated. The fee only applies to residential customers, not commercial customers.

Johnson asked if there is any legislation prohibiting the use of these fees outside of solid waste. **Wicks** noted that in an enterprise fund the legislation enabling the fee applies to municipalities. There is no legislative prohibiting the use of the excess monies for another fund; however, the City complies with the generally accepted accounting principals, which require that special revenue funds be used for the purpose in which they were collected. So, indirectly there is a limitation on where the funds can be spent. Examples, however, can be seen throughout the State where enterprise funds are used for General Fund purposes.

Wilkinson stated that the City is not anticipating another \$5 fee for the Equipment Replacement Program. There are 22,000 homes serviced each month. \$200,000 is needed to replace a trash collection vehicle. An additional \$1 to \$2 should be enough to provide for equipment replacement. **Mayor Krieger** recalled the discussion stating the \$5 would be a starting point. Staff is sensitive to citizens' budgets but recognizes the fee will have to be revised in the future and another revenue source will have to be determined to fund the replacement of the garbage trucks.

Speaker

Jack Kretzer, 761 W. Queens Place, stated the reason this is being called a fee is because the voters must approve a tax and the City doesn't trust the voters. There is no State law requiring the City to collect trash twice a week. The only State requirement is there cannot be flies; if there aren't flies trash collection can be done once a week. Also, the life cycle of the trucks would be extended if trash collection is cut to once a week. The City could utilize a second pick up each week for recyclables; although there may not be enough people participating to collect recycling once a week. He urged City Council not to charge \$5 per month, it's too much.

McClendon stated that a lot of families share one container which is located in an alley. It would not be feasible to collect those containers once a week because the trash would begin to overflow. It is a good idea to continue with twice a week pick ups. The City is currently looking into recycling given the level of community support. It is difficult to implement a fee, but, in order for the community to continue to grow, the City needs a Residential Solid Waste Collection fee.

Motion (Mendoza/Beeson): To approve the Resolution Consent Agenda as recommended, with the exception of R2010-35 which was removed by Johnson for a separate vote.

Bushong displayed the following titles:

Resolution R2010-31

A resolution of the City Council of the City of Yuma, Arizona, declaring and adopting the official canvass of the results of the Special Election held on May 18, 2010
(2% Hospitality Tax) (Admin/Clerk)

Resolution R2010-32

A resolution of the City Council of the City of Yuma, Arizona, declaring a certain document titled, "Zoning Code Reformat (March 2010)," a public record and ordering its filing in the office of the City Clerk

(Z2010-001; Chapter 154, Yuma City Code) (DCD/Planning)

Resolution R2010-33

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Transportation Development Fee Credit Agreement with the Owner and Developer of the Livingston Ranch Subdivisions

(Owner: Kammann Properties, Inc. and Kammann Development, LLC) (Eng)

Resolution R2010-36

A resolution of the City Council of the City of Yuma, Arizona, authorizing City sponsorship of resolutions for adoption by the League of Arizona Cities and Towns (League) for inclusion in the 2011 League platform

(Admin)

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

Resolution Removed for Separate Consideration

Resolution R2010-35: Residential Solid Waste Collection Fee Authorize collection of a five dollar (\$5.00) per month Residential Solid Waste Collection Fee. (Finance)

Motion (McClendon/Stuart): To adopt Resolution R2010-35, as recommended.

Bushong displayed the following title:

R2010-35

A resolution of the City Council of the City of Yuma, Arizona, establishing a Residential Solid Waste Collection Fee and providing procedures for collection of such fee

(Fee amount: \$5) (Fin)

Mendoza stated that although he originally voted for the fee, he is in agreement with Councilmember Johnson; the fee is an indirect tax that will incur a \$236,000 overage.

Beeson suggested the City research where the environmental fees are used and possibly reduce some services. Seeing no indication of reduction he expressed his opposition.

Roll call vote: **adopted** 4-3; Mendoza, Beeson and Johnson voting nay.

IV. TEN-YEAR CAPITAL IMPROVEMENT PROGRAM AND 2010-11 CITY OF YUMA BUDGET

Resolution R2010-34: 2010-2020 Ten-Year Capital Improvement Program - Adopt the 2010-2020 Ten-Year Capital Improvement Program, pursuant to the Yuma City Charter, Article XIII, Sections 10 and 11. (Eng)

Johnson stated that CIP project number 5.9402 (reconstruction and rebuild of 32nd Street between Avenue A and Avenue B) indicates that \$1,124,000 will be dedicated to the project in the coming fiscal year. Will that amount be sufficient to rebuild the street? **Brooberg**: No, the money is intended to complete the design and acquire additional rights-of-way; additional funding will have to be sought to complete the project.

Johnson asked if \$2,377,000 is available in the current fiscal year to complete the 24th Street project between Avenues B and C. **Brooberg** stated that funds are in the budget for work leading up the widening of the roadway. Currently, construction of a stormwater basin, lift station and underground work for Arizona Public Service (APS) distribution facilities is underway.

Johnson stated that 32nd Street between Avenues A and B, and 24th Street between Avenues B and C are both in poor condition. Project 5.8322, Arizona Avenue between 32nd Street and 40th Street, shows \$550,000 for Fiscal Year 2010-2011 for design and \$4,450,000 for construction in Fiscal Year 2010, is that correct? **Brooberg**: Yes, the money in FY2010-2011 is not only for design but also for the identification of additional rights-of-way needed for the roadway. The construction and widening of the roadway will occur in FY2011-2012.

Johnson stated the voters approved a ½ cent sales tax for roads in 1993 that specifically stated the core projects would be the widening of 32nd Street from Avenues A to B and the reconstruction and widening of 24th Street between B and C. These projects should have been completed by 1998. The City doesn't have the money for the work on 32nd Street but money is available for Arizona Avenue. Johnson gave the following statistics: 32nd Street's average daily traffic is over 20,000 cars a day; 24th Street's traffic is around 12,000 cars a day; and Arizona Avenue, from 32nd Street to 40th Street, has an average daily traffic count of 5345 at the north end with less than 3,000 at the south end. Money is being spent in the wrong places; staff needs to prioritize the projects. \$5 million should not be put into Arizona Avenue when other roadways are in much more dire condition.

Brooberg explained the 24th Street project is being funded by money that was specifically collected for improvements of the roadway, which is why the project is being targeted at this time. 32nd Street does take a lot of traffic; however, the City is still in the design phase for that roadway. Staff will have completed design drawings for the project by early fall and the drainage portion of the project should be completed by Labor Day 2010. The Capital Budget First Year is the only part of the CIP that is approved with the fixed budget dollars; however, the funds can be adjusted between projects accordingly. The program is the best staff can offer City Council without limiting it to three large projects. The Capital Budget for the next fiscal year is approximately \$550,000 into the Arizona Avenue project; the project has been in the CIP for numerous years, but has only been active for three years. There is continued development along the 40th Street corridor between Arizona Avenue and Avenue A. Staff is asking the City Council to only commit to the design so that staff can speak factually in predevelopment meetings with developers.

Johnson stated that his comments are not intended as criticism of staff; however, there are a lot of citizen complaints regarding 32nd Street. **Brooberg** stated that staff shares this frustration, but the Road Tax did not have Avenue A as a core project. It was Arizona Avenue.

Motion (Beeson/Mendoza): To adopt Resolution R2010-34, as recommended.

Bushong displayed the following title:

Resolution R2010-34

A resolution of the City Council of the City of Yuma, Arizona, adopting the Ten-Year Capital Improvement Program for Fiscal Years 2011-2020

(Eng)

Johnson explained his vote is in reflection to the frustration over not being able to address the proper streets over the last 20 years.

Roll call vote: **adopted** 6-1; Johnson voting nay.

Preliminary Budget for Fiscal Year 2010-2011: Adopt the City of Yuma Preliminary Budget for Fiscal Year 2010-2011 in the amount of \$245,690,478, which includes a Capital Improvement Program Budget of \$98,832,673, and an Operating Budget of \$146,857,805. (Finance/Admin)

Stuart stated that with the financial crisis and budget crunches, Council has attempted to balance the budget and cut funding to outside agencies without giving proper notification so they can prepare for budget cuts. A temporary fix for this fiscal year will be proposed, Fiscal Year 2012 will be a bigger challenge.

Motion #1 (Stuart/Beeson): To approve the addition of \$162,000 to the Contingency Fund with the intent of restoring funding to: Humane Society, Greater Yuma Economic Development Corporation, Yuma Port Authority, and Yuma Heat.

Wilkinson clarified that the City does have a contingency line in the budget; the amount of \$162,000 can be added per the motion with the intention the funds will go to the specified agencies.

Speakers

Julie Engel, Greater Yuma Economic Development Corporation (Greater Yuma EDC), 899 E. Plaza Circle, Suite #2, stated that the City has a 23% unemployment rate; reducing funds to Greater Yuma EDC reduces marketing efforts that bring industries to Yuma that in turn create jobs. Greater Yuma EDC's funding needs to be restored to the 2008-09 budget level of \$275,000. When the City Council reduced the budget by 10% in 2009-2010, the funding was offset by a grant from Yuma Private Industry Council (YPIC); however, the grant no longer exists. Greater Yuma EDC's budget is small and any reduction is significant enough to impede its effectiveness. She urged the City Council to support the increase in order for Greater Yuma EDC to maintain its efforts, attract industry and offset the unemployment rate.

Jack Kretzer, 761 W. Queens Place, stated that the outside agencies don't pay the City's salaries, bills or costs to operate; City taxpayers do. The CIP should be adjusted to prioritize 32nd Street. In the budget, \$488,237 is coming out of the 2% Hospitality Tax to pay for personnel; what personnel is that? Is the City Council aware of how the 2% sales tax will be spent? Is the information from staff being reviewed? A request for public records was submitted to the City Clerk in regards to this information; however, it has yet to be filled. He urged the City Council to vote no.

Wicks stated that the Art Center was moved into the 2% Hospitality Budget, which includes Art Center personnel.

Andrew Gould, Yuma Heat, 2296 W. 22nd Lane, urged the City Council to restore funding to the Yuma Heat. He discussed the following:

- Six months ago, the Yuma Heat and the City Council discussed partnering to keep the pool open.
 - Without this partnership, Marcus pool would have been closed and all of the programs held there would have been lost - programs that involved people of all ages and all socioeconomic groups.
- The amount discussed to keep the pool open was \$35,000.
 - There are fixed costs associate with Marcus pool.
 - Because the pool can't be drained, the water must be constantly treated.
 - The real costs are for gas and electric.
 - Last year, the costs were estimated at \$65,000; however, by imposing simple cost cutting measures the Yuma Heat was able to save 35% on gas and electric.
- Revenues were increased by 125% - from \$12,000 to \$27,000
 - In previous years, the Marine Corps conducted small scaled trainings; however, this year they wanted to do large scale training in which Yuma Heat successfully coordinated the training
 - Because of the relationship that has developed between the Yuma Heat and the Marine Corps; MCAS is considering expanding the training.
- The contract required the pool to be no less than 82 degrees - the pool was kept at 86 degrees.
- The customer base is happy.
- Yuma Heat lived up to their end of the contract.
 - Adjustments were made to better run the pool.
 - Communication was improved between City staff and the Yuma Heat
- The Yuma Heat successfully maintained the year round program, continued to build swimming in Yuma by making Yuma a destination for swim meets, and allowed the citizens the ability to swim.

Mendoza asked about revenues. **Gould** stated that as he recalled, the money went into a City of Yuma account that Yuma Heat used to pay the bills. Upon receipt of the final bills, the remainder of the money will be turned over to the City of Yuma.

Captain Jonathan Harvey, Salvation Army Boys and Girls Club, 600 W. Catalina Drive, stated the well-being of children in Yuma is at stake this evening because a cut to the Salvation Army Boys and Girls Club has been proposed. He addressed the following:

- Ten years ago, the Salvation Army was called in to assist the Boys and Girls Club due to an internal crisis.
- The Salvation Army assumed leadership and oversight, and the result has been tremendous.
 - In doing so, they significantly reduced the City of Yuma's financial commitment to the program.
- The maintenance of buildings and improving the reputation was assumed by the Salvation Army.

- The Salvation Army has continued to build an excellent program that has produced many fine adults.
 - Recently, a young lady who came through the program was sent to attend a university in Phoenix.
- The Boys and Girls Club detours children from sitting in front of video games, sitting at home alone, participating in gang activity and other criminal activities.
- Many children in the program come from dysfunctional homes.
- Support from the City of Yuma has diminished from over \$100,000 to the proposed \$5,400
- The Boys and Girls Club has continued to enrich the lives of children in Yuma
- There is a cost and an impact to the children when funding is eliminated or reduced to organizations such as the Boys and Girls Club.
- Last year, City funding provided 200 children the opportunity to attend the Boys and Girls Club program.
- That amount has been recommended to be cut in half, which means:
 - 100 additional children will potentially be left at home alone this summer while their parents struggle to work and make ends meet.
 - 100 additional children may be introduced to drugs
 - 100 additional children that will potentially get their hands on a spray can
 - 100 additional children who may not get the love, affection, the positive affirmation, and the education they need to one day sit on City Council

Continuing **Captain Harvey** stated there has been a slogan used by the Salvation Army Boys and Girls Club “Will you be the one?” Will you be the one that stands up for the kids and invests in their future? As a nonprofit organization director, the decisions are understandably difficult as the Salvation Army has been in the same predicament making drastic cuts to the organization; however, it has been the goal to ensure the cuts did not impact the programs and services to the community. He urged the City Council to continue their commitment to the Salvation Army Boys and Girls Club of Yuma.

Motion (Beeson/McClendon): To amend motion #1 by restoring funding to the Salvation Army Boys and Girls Club at a total of \$10,800, bringing the total Contingency Fund allocation to \$172,800. Roll call vote: **adopted** 6-1; Mayor Krieger voting nay.

Johnson asked about the discrepancies between the information given to the City Council and the figures quoted by Yuma Heat concerning the total costs of running Marcus Pool. Is the pool drained if it is not used? **Chavez:** Marcus Pool cannot be drained. She presented the following information:

Month	Revenues Collected by the City	Subsidies Paid by City	Onsite Revenues Collected by Yuma Heat
October	1,424	337	584.25
November	888	102	1,326
December	1,686	1,559	1,057
January	5,089	71	1,276
February	44	161	1,370
March	5,553	1,202	1,321
April	662	98	Not yet available
Total	16,246	3,459	7,134.25
City paid Yuma Heat to operate pool			60,000
City paid Yuma Heat subsidy for programs			3,459

City registered participants and collected revenues for Yuma Heat	16,246
City absorbed all credit charge transaction fees	
Yuma Heat collected revenues onsite at Marcus Pool	7,134.25
Total revenues to Yuma Heat	86,939.25

When people signed up at the Parks and Recreation Department counter for Marcus Pool activities, the money was sent directly to Yuma Heat by check. The subsidy is in connection with a program that Yuma Heat wanted to charge more for than the City wanted participants to pay; therefore, the City paid the difference to Yuma Heat. The total amount paid to Yuma Heat to operate Marcus pool was \$60,000, plus the subsidies and fees collected on behalf of the Yuma Heat equaled \$86,939.25. **Johnson** recalled figures from a previous information sheet. **Chavez** stated the Johnson is remembering “Option 2”, an option presented to the City Council by Staff earlier in the year; it projected reduced expenses for both the Marcus and Carver pools. The major costs at Marcus Pool are staffing and gas. **Johnson** stated that based these figures, the taxpayers paid \$63,459 to subsidize the winter swimming programs at Marcus Pool. **Chavez** confirmed his conclusion. **Johnson** asked where the additional money was spent. **Chavez** stated it was likely spent on staffing and marketing costs. **Johnson** asked if the money provided to the Yuma Heat was used to pay the gas bill. **Chavez:** Yes. **Johnson** concluded that with an average of 78 swimmers per day and a total cost of \$86,939.25, it cost over \$1,000 per swimmer last season.

Chavez: During the winter, Yuma Heat had a couple of rentals and offered the City’s regular recreation programs. The average daily attendance was 129 per day, which includes the programs available such as the Adaptive Aquatics. If the pool were to close, or stay open without heat, the City would look for alternative places to direct the current users. The Schechert Center in the Foothills offers a program similar to the City’s Adaptive Aquatics; the exercises in both programs are derived from the National Arthritis Foundation. The Yuma Heat has other options in the community; Arizona Western College (AWC) being the best alternative.

McClendon asked about AWC’s pool. **Chavez:** AWC’s pool has more lanes, which would be ideal for Yuma Heat; the lap swimmers would also be allowed to swim at AWC. **McClendon** asked if the proposed \$35,000 to the Yuma Heat would suffice. The contract would have to be evaluated due to certain areas not kept up to standard. The Yuma Heat feels that they will be capable of maintaining the pool for the next season at that amount. **Chavez** stated staff would be happy to keep the pool open; however, utilization of professional staff is recommended to operate the pool. Staff would charge \$8,500 a month for seven months, October through April, to cover operations and maintenance of the pool, for a total of \$59,000. This idea has been presented to Yuma Heat. Staff would look at the incoming revenue as well and subtract it from the \$59,000. Yuma Heat would be happy if the Parks and Recreation Department ran the winter swim program; the revenues remaining, \$13,000 would be rolled over into the next season as well; the goal is to keep the pool open during the winter. **McClendon** asked if the revenues would be subtracted from the \$59,000. **Chavez:** That is what they indicated. If the City keeps the pool open, the Yuma Heat would dedicate the \$13,000 to support winter swimming.

Mayor Krieger clarified that the contract is not being negotiated at this time; City Council is determining whether or not to fund the Yuma Heat for the upcoming season. **Stuart** stated with the revenue rolling over, the future revenue and the City’s contribution of \$35,000 the City has reached a point where there is a doable plan that enables Parks and Recreation to run the pool. **Chavez:** That’s correct; however, for budgeting purposes the City would show an expenditure of \$60,000.

Beeson asked Gould to respond.

Gould explained that the numbers he presented were estimates. The total amount of revenues collected, approximately \$27,000, is well over 125% more than was collected last year, therefore, Yuma Heat honored its commitment to increase revenues at the pool. Concerning the average cost per day, there were 20,000 splash day events at Marcus Pool last season. Using the total cost of \$86,939.25, that averages out to approximately \$4 per event.

- Yuma Heat collected over \$27,000 in revenues
 - Approximately \$13,000 will be returned to the City
- Costs:
 - Gas: \$29,991
 - Electricity: 8,744
 - Water \$2,360
 - Based 80% of the year, a period of time longer than Yuma Heat operated the pool:
 - Chemicals: \$10,000
 - Supplies and staff: unstated
 - Total costs: \$82,000

Gould concluded that expenses offset by revenues, minus fixed costs that are going to have to be paid regardless of use, brings the operation almost to revenue neutral. For \$35,000, Yuma Heat can keep the pool open. City staff did not think Yuma Heat could run the pool on the amount money it was getting last year, but it did. There have been issues raised about Yuma Heat's operation of the pool questioning its safety, however, pools are inherently risky and he resents anyone saying he would put his own child in an unsafe pool. Marcus Pool was run as safely as any other public pool in Yuma. If the City is going to set an impossibly high standard, then Yuma Heat and Marcus Pool will be out of operation.

Amended Motion #1 (Stuart/Beeson): To approve the addition of \$167,400 to the contingency fund with the intent of restoring funding to: Humane Society, Greater Yuma Economic Development Corporation, Yuma Port Authority, Yuma Heat, and the Salvation Army Boys and Girls Club.

Roll call vote: **adopted** 6-1; Johnson voting nay.

Beeson declared a conflict on the Strategic Communications Division 1012 budget.

Motion #2 (Mayor Krieger/Johnson): To approve the Preliminary Budget for Fiscal Year 2010-2011 for the Strategic communications Division 1012 budget in the amount of \$636,180. Roll call vote: **adopted** 6-0-1; Beeson abstaining due to a conflict of interest.

Motion #3 (Stuart/Beeson): To approve the Preliminary Budget for Fiscal Year 2010-2011, for a total amount of \$229,840,738 which includes a Capital Improvement Program budget of \$87,632,349 and an Operating budget of \$142,208,389, with the exception and reduction of the Strategic Communications Division 1012 budget in the amount of \$636,180. Roll call vote: **adopted** 6-1; Johnson voting nay.

V. ADOPTION OF ORDINANCES CONSENT AGENDA - none

VI. INTRODUCTION OF ORDINANCES - none

VII. PUBLIC HEARINGS

Annexation Area No. A2010-03: Humane Society of Yuma, Inc. Public Hearing to consider the annexation of property generally located at the southwest corner of Avenue 4½E and 40th Street. (A2010-003) (DCD/Planning)

Mayor Krieger opened the public hearing at 7:38 p.m.

Cullis presented the following information:

- A preannexation agreement with the owner of the property was signed on December 16, 2009
- Immediate vicinity: east, west and south is agricultural and north is industrial
- The property is 4.8 acres and is currently under development
- The intent is to develop a new animal shelter, obtain City water, sewer and fire protection. This new shelter will replace the existing shelter at 285 North Figueroa Avenue.
- No public comment has been received.

Motion (McClendon/Mendoza): To close the Public Hearing on Annexation Area A2010-03. Voice vote: **adopted** 7-0; Public Hearing closed at 7:40 p.m.

Mendoza declared a conflict of interest on Ordinance O2010-30.

Ordinance O2010-30: Statutory Compliance Hearing for Ordinance O2006-60 and Introduction of an Amendment to Ordinance O2006-60. Public Hearing pursuant to A.R.S. § 9-462.01 to determine compliance with the conditions of approval for rezoning Ordinance O2006-60, and introduction of an ordinance to amend O2006-60. (DCD/ Planning)

Mayor Krieger opened the public hearing at 7:40 p.m.

Lineberry presented the following information:

- Typically, a rezone will have conditions attached with a time frame in which those conditions must be met.
 - Most approved re-zonings meet those conditions; however, some do not.
 - In times past, if a rezoning condition weren't met within the timeframe, the property would revert to its prior zoning.
 - State law has changed and now the case must come before the City Council for a statutory compliance hearing.
 - Several options are available to the City Council:
 - Rezone the property as if the owners have met the conditions; or,
 - Decide that the property should revert to its original zoning.

- The ordinance extends the timeframe of the rezoning expiration to today's date.
- In this case, the City has done changes to the roadways that eliminate the need for the previous condition – the dedication of 4' of road right-of-way. Since the dedication is no longer needed, the property must be dedicated back to the owner and removed as a condition from the rezoning case.
- Staff recommends rezoning both properties involved to Transitional (TR).

Moore explained that it's typically not necessary to make a motion to introduce an ordinance; however, a motion would provide a better record of compliance. **Mayor Krieger** asked if the motion is intended to remove the requirement for the dedication of 4 feet of eastern 1st Avenue right-of-way. **Lineberry**: That is correct.

Speakers

Doug Hipp, Development Design Engineering, 265 S. Main Street, stated the parties are in agreement with staff and available for questions.

Jerry Lococo, 439 S. 1st Avenue, stated they would like to clear up issues and proceed to the next step.

Motion (Stuart/Beeson): To introduce Ordinance O2010-30, which removes the requirement for the dedication of 4 feet of eastern 1st Avenue right-of-way and extends the requirement for completion of all conditions from 2 years to 4 years.

Bushong displayed the following title:

Ordinance O2010-30

An ordinance of the City Council of the City of Yuma, Arizona, amending Ordinance O2006-60 to delete the requirement of a four foot (4') right-of-way dedication on 1st Avenue and to extend the time for compliance with conditions from two years to four years for the rezoning of certain properties from the High Density Residential /Historic/ Bed and Breakfast Overlay (R-3/H/BB) District to Transitional /Historic /Bed and Breakfast Overlay (TR/H/BB) District, and amending the zoning map to conform thereto

(Eng)

Roll call vote: **adopted** 6-0-1; Mendoza declaring a conflict of interest.

Motion (Beeson/Stuart): To close the Public Hearing. Voice vote: **adopted** 7-0; Public Hearing closed at 7:48 p.m.

VIII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Motion (Beeson/Brooks-Gurrola): To approve Janet Pierson as Deputy City Clerk. Voice vote: **approved** 7-0.

IX. SUMMARY OF CURRENT EVENTS

Wilkinson reported:

- A Joint Strike Fighter meeting at MCAS-Yuma
- A change of command ceremony held at the Marine Corps Air Station.
- A funeral for Captain David Irr, Rural Metro firefighter; the family extends their appreciation to the Yuma Fire Department and Rural Metro Fire Department for their support.
- Event at the Pivot Point last night; he thanked everybody who brought the project together.
- Vendor permits are available to so vendors are able to sell their products in City parks.

X. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Krieger** adjourned the meeting at 7:51 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
SPECIAL CITY COUNCIL WORKSESSION/ROUNDTABLE
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL – CONFERENCE ROOM 190
ONE CITY PLAZA, YUMA, ARIZONA
JULY 6, 2010
3:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

ROLL CALL

Councilmembers Present: Stuart, Mendoza, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Greg Wilkinson
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

I. HISTORIC CITY OF YUMA AIRPLANE

Wilkinson began the discussion by drawing attention to a concept diagram showing how it is proposed that the historic airplane, named the *City of Yuma*, would be installed in the lobby of City Hall. The diagram shows the tail wheel of the plane resting above the front doors of City Hall, with the nose and front wheels facing south, toward the middle of the building. The propeller and part of the nose would extend into the 2nd floor walkway above the lobby.

The City Council had a general discussion of the matter. **Mayor Krieger** gave individuals in the audience the opportunity to speak in support of the plan, to explain the plane's history and/or answer questions. Jim Gillaspie, Garth Worthen, Rob Campbell, Bill Cox, Paul Rachels and Bobby Brooks, all members of Yuma Jaycees, spoke and/or responded to questions. Highlights follow:

- Why isn't the plane facing the entry doors?
 - There isn't enough room for the nose to stick out over the columns that support the front of the building.
 - The concept shows the most cost effective way of displaying the plane; any other orientation or method – facing the front or suspended from the ceiling – would cost significantly more to accommodate.
 - Some thought has been given to constructing a structure over the front doors to protect them from the wind and rain, which could accommodate realignment of the plane in the lobby.
- Who owns the plane?
 - The Yuma Jaycees deeded the plane to the Yuma Crossing National Heritage Area Corporation.
- Where is it currently located?
 - It is currently being stored at Sandbar Boat and RV Storage at 16th Street and Pacific Avenue.
 - The facility is not a good place to store the plane because there is no humidity, temperature or dust control.
- What will the installation cost, who will pay for it and how long would it take?

- The installation, as proposed by the diagram, would cost approximately \$18,000 and the Yuma Jaycees have pledged to provide all the funding.
 - Installation would take 30-45 days.
- Wouldn't another venue be a better place to display the plane?
 - An appropriate place has been sought since the plane was brought back to Yuma in 1997.
 - The once-proposed Welcome Center would have been the perfect place, but this project has been put on hold indefinitely by the State due to lack of funding.
 - There are few viable options.
 - John Peach's facility was considered, but it will not work.
 - Outside
 - The plane will deteriorate if left outside in the sun and subjected to dust; it is made of fabric, wood and metal.
 - Placing the plane under an awning in the City Hall Atrium is a possibility
 - At the Crossing Park
 - The Arizona State Parks, Historic Preservation Office ruled some years ago that the plane did not fit with the theme of the Yuma Crossing.
 - The City is now operating the park, though under the auspices of State Parks, couldn't its display there be reconsidered?
 - The only place it would fit would be the warehouse, which also does not have a controlled atmosphere.
 - It fits with a general transportation theme, which used to be the primary focus of the park.
 - State Parks could be re-approached; they have been responding favorably to the City's request for expedited decisions.
 - City Hall is not a tourist spot – not many people would see it.
 - The City Hall installation would be temporary – perhaps 10 years.
 - Housing the plane in City Hall is the best option available and much better than it being hidden away in poor conditions.
 - Money to remove the plane would have to be set aside by the Jaycees for its eventual relocation.
 - The plane will attract people to City Hall.
 - The plane rightfully belongs in the airport terminal and should have been placed there when the new terminal was constructed, but the Yuma County Airport Authority did not want it.
 - Airport officials offered to install it in the new General Aviation building, if the Jaycees would pay \$40,000.
 - The Smithsonian Museum asked for the plane, but the community declined.
- This plane is the reason the military chose to locate in Yuma; it demonstrated that Yuma had 1,124 consecutive days of good flying weather.
 - The record-breaking flight of 1,124 days took place in 1949.
 - The plane is a City treasure.
 - A book has been written about the event.
- How would the Jaycees raise the money to install the plane in City Hall?
 - The Jaycees propose creating an *1124 Club*, consisting of those interested in the plane and who would buy a membership for \$1,124; each would receive a commemorative coin with the City of Yuma logo on one side and a picture of the plane on the reverse.

- The support structures could be designed to easily accommodate removal so the plane could be displayed at various community events throughout the year.
- The support columns could display information about the plane and list members of the 1124 Club.

II. BOARDS AND COMMISSIONS

Bushong stated that tonight's discussion is a follow up of a briefing to the City Council on May 4, 2010, wherein certain changes were proposed. The discussion centered on consolidating boards and/or commissions where appropriate and standardizing terms.

- More broadly define oversight to allow for consolidation.
- If boards/commissions are consolidated, there could be more members. Having more members might alleviate quorum difficulties and give more flexibility to members.
- Meeting less often may make the meetings more productive.
- Standardize terms
 - All terms to last 5 years
 - All terms to expire at the end of the calendar year.
 - Making all terms expire at once would accommodate a single recruitment period each year.
- Possible impediments
 - Each board/commission has individual governing documents, such as bylaws or intergovernmental agreements, which will have to be amended.
 - Some boards/commissions cannot be consolidated; the Tree Board must remain a stand alone board in order for the City to remain a designated Tree City USA.
 - Some boards/commissions constitute the governing oversight of a specific activity, such as the Water and Sewer Commission's oversight of the Water and Sewer Enterprise Funds.
 - Any number of members over 7 becomes problematic.

Wilkinson stated that a proposed ordinance would return to the City Council for consideration.

III. EXECUTIVE SESSION/ADJOURNMENT

Motion (Mendoza/McClendon): To adjourn to Executive Session. Voice vote: **adopted** 6-0; The meeting adjourned at 4:13 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
REGULAR WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
JULY 6, 2010
5:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Greg Wilkinson
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

I. REGULAR CITY COUNCIL MEETING AGENDA OF JULY 7, 2010 – NONE

II. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION

Johnson reported that he and **Mayor Krieger** attended the Yuma Metropolitan Planning Organization's Executive Board meeting on June 24, 2010. Coordinated Border Infrastructure funding, available from the Federal government, to be used on any infrastructure project within 100 air miles of the border, has been made available to Yuma County. A current project list, presented to the Executive Board, did not include the Avenue 3E overpass project. The matter was continued to the next YMPO Board meeting.

Mayor Krieger reported that tomorrow he will be traveling to Phoenix to attend the League of Arizona Cities and Towns Resolutions Subcommittee meeting, but will be back for the Council meeting.

Stuart would like the City Council to discuss putting City-owned surplus or excess real estate on the market to generate revenue. **Stuart** requested a map showing City-owned properties. **Johnson** would like the map to show which properties were purchased with dedicated funding and which properties were bought with General Fund monies. **Wilkinson** reported that the mapping is already underway.

III. ADJOURNMENT/EXECUTIVE SESSION

The meeting was adjourned at 5:05 p.m. No executive session was held

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
SPECIAL WORKSESSION/ROUNDTABLE
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CONFERENCE ROOM 190, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
July 20, 2010
3:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Greg Wilkinson
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

I. CHARTER REVIEW

Wilkinson briefed Council on past procedures for establishing a Charter Review Committee.

- Recommended the following:
 - Mayor and Council each appoint two people to sit on the committee.
 - Replacement of members does not occur for the duration of the Charter Review.
 - The committee will review the entire Charter with emphasis on target areas.
 - Any recommendations for changes/updates will go to Mayor and Council for approval.
 - The goal is to have any/all amendments to the Charter completed by May 2011, to include them on the following election in November 2011.

Discussion

- Consider reappointing some members from the previous Charter Review Committees to assist with the process.
- Review the recommendations not approved during the previous Charter review and use them as a starting point.
 - Distribute past recommendations and committee member lists to Mayor and Council to use as reference material.
- Committee members should possess the following knowledge:
 - Function of Government and City Hall
 - Process of how the Charter is compiled
 - How Council is formed

II. YUMA METROPOLITAN PLANNING ORGANIZATION LOCAL TRANSIT SHARE

Wilkinson briefed Council on what is being presented for action at the July 21st Regular Council Meeting.

- Provided Mayor and Council information on the results of YCAT's last five years of audits.
 - Audit results reflect unsatisfactory performance from YMPO and some of the issues outlined during these audits have yet to be addressed and resolved.
 - YMPO has accomplished substantial progress in the reorganization of accounting, but there has not been sufficient focus on the efficiency and route sections.
 - Due to backlog in audits, results of upcoming audits will not reflect recent progress.
- Recommended the City continue to fund YCAT for the next four months with outlined conditions that encompass the review of their efficiency and additional areas identified by the City, completing a reassessment at the end of the proposed term. At the end of this term if conditions are not satisfactorily met the City can begin to explore other alternatives.
- YMPO has requested \$217,000 for YCAT operations; \$54,376 would fund the next four months.

Mayor Krieger mentioned Council would receive a copy of the Yuma Metropolitan Planning Organization (YMPO) by-laws. He quoted the following from the YMPO's by-laws:

“The objective of the YMPO is to carry out the planning, coordination, and integration of activities necessary to maintain a comprehensive, cooperative, and continuing multiagency transportation planning program; and further, as specified by the Executive Board of the YMPO, carry out other related specific tasks including implementation thereof.”

“The underlying concept of the YMPO shall be Local Governments and Citizens Working Together. The YMPO will exercise leadership and initiative in planning and assisting development of the Yuma area.”

Discussion

- If the proposed recommendation to fund YMPO for transit is approved, the independent review should be conducted by an experienced consultant in public transit systems.
- YMPO is a planning organization that undertook the responsibility of managing the public transit system and has not expressed any concerns of lack of knowledge or capabilities in administering the transportation system versus their planning organization.
- The City budgeted and paid funds for YMPO's planning section using the Highways User Revenue Fund (HURF), due to the removal of the Local Transportation Assistance Fund (LTAF) the City was unable to budget funds specifically for the public transit system.
 - Continued funding for YCAT may come from the Contingency Funds.
 - It's expected YMPO will request additional funding in efforts to rebuild the spent operating fund of \$1 million originally provided by the City and Yuma County.

- Numerous correspondences were received in support of YCAT and Dial-A-Ride but the use of services does not reflect this support, the community needs to show its support by using the system.
- Routes need to be re-examined to evaluate which serve the most need.
 - The school systems resolved their bus route problem by acquiring an expert tracking software for GPS and passenger accountability. Such software/study should be able to define:
 - How are the routes configured?
 - What purpose should the routes serve?
- Assess the possibility and timeframe needed to implement a regional transit system.
 - Determine if a vote of the people is necessary for implementation for an area of population over 200,000.
- The current design of the public transit system does not reflect the need of the community; it was designed so big that it has become wasteful.

III. EXECUTIVE SESSION/ADJOURNMENT

Mayor Krieger adjourned the meeting at 3:34 p.m. to Executive Session.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL – CONFERENCE ROOM 190
ONE CITY PLAZA, YUMA, ARIZONA
JULY 20, 2010
5:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: Beeson
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Paul Brooberg, Director of City Engineering
Various Department Heads or their representative
Lynda Bushong, City Clerk

I. REGULAR CITY COUNCIL MEETING AGENDA OF JULY 21, 2010

Brooks-Gurrola, in commenting on Motion Consent Item Nos. B.11 (IGA between Crane School District and Desert Sun Stadium for temporary emergency relocation of students), B.12 (Agreement between Harvest Preparatory Academy and Joe Henry Optimist Park for physical education classes) and B.13 (IGA between Harvest Preparatory Academy and Desert Sun Stadium for temporary emergency relocation of students), thanked Becky Chavez and her staff for all their hard work and efforts in providing activities that youth can be involved in to keep them off of the streets and out of trouble.

McClendon asked that Motion Consent Item No. B.16, the City of Yuma Airplane, be pulled for separate consideration at tomorrow's meeting to accommodate questions.

III. CIP PROJECT PRIORITIZATION

Wilkinson calls upon Mr. Paul Brooberg.

Brooberg reported that a few months ago, when going through the Capitol Improvement Program (CIP) program budget, there was a discussion about the possibility of reprioritizing one of the projects, specifically 32nd Street from Avenue A to Avenue B. Currently, \$1,124,200 is budgeted toward this project. The cost to construct the entire project is estimated at \$8.6 Million. The City can move the project forward by transferring funds from other projects that are currently on the new Capital Improvement Program budget. Funding for CIP projects can be reallocated within the program during a program year. If the City desires to proceed in this fiscal year with construction of 32nd Street from Avenue A to Avenue B, money could be transferred to the 32nd Street project from the following projects:

- 1st Street - Right-of-way acquisition between Avenue A and Avenue B - \$545,000.
- Avenue C – 24th Street to 32nd Street - \$700,000.
- Avenue 3E – Grant funds - \$2,000,000
- Avenue 8 ½ E - \$300,000.
 - The project has been completed; these funds are remaining.

- 16th Street Landscaping - \$1,000,000
 - This is money set aside for future landscaping from Arizona Avenue to Yuma Palms Parkway. Construction is delayed and the landscaping would not begin during this calendar year.
- Avenue 10E - \$991,000.
 - The \$991,000 would be utilizing transportation development fees because 32nd Street is a widening/an upgrading and it is due to development that has been occurring in the Valley and on the South side of Yuma.
- 32nd Street – Avenue A to Avenue B - \$1,124,200
 - Amount currently budgeted for this project.

The above transfers would give the City roughly \$7.5 million for the project, an amount anticipated to be sufficient.

Discussion

- The design is expected to go to bid around Labor Day.
- There will be an expanded raised median some 40' wide compared to the typical 18'. This will allow future expansion inwards to 6 lanes without the need to drop off the curb, gutter and sidewalk resulting in a cost savings.
- The projects/monies listed above do not affect completion of any current projects.
- The projects/monies listed above involve primarily design phase, not construction phase monies.

Motion (McClendon/Mendoza): To make CIP 5.9402, (32nd Street Project from Avenue A to Avenue B) the number one priority for the 2011-2012 Capital Improvement Program. Roll call vote: **adopted** 6-0.

V. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION

There were no additional items for discussion.

VI. EXECUTIVE SESSION

Mayor Krieger adjourned the meeting at 5:14 p.m. No executive session was held.

Lynda Bushong, Deputy City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
JULY 21, 2010
5:30 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

INVOCATION/PLEDGE

Sam Norris, Pastor of Stone Ridge Church, gave the invocation. **McClendon** led the City Council in the pledge of allegiance.

Motion (Stuart/McClendon): To allow City Councilmember Beeson to participate in the Regular City Council Meeting of July 21, 2010 through telephonic communication. Roll call vote: adopted 6-0.

ROLL CALL

Councilmembers Present: Stuart, Mendoza, Beeson (present via telephone connection), McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: none
Staffmembers Present: City Administrator, Greg Wilkinson
Principal Planner, Jennifer Albers
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

FINAL CALL

Mayor Krieger made a final call for the submission of Speaker Request Forms from members of the audience.

PRESENTATIONS

Mayor Krieger commended Zarmina Moody for successfully fending off an attempted robbery at a local grocery; it is important for individuals to realize they can have the presence of mind to defend themselves. **Moody** displayed the 36" Turkish scimitar she used to challenge the robber. **Mayor Krieger** presented Moody with the Mayor's Award for Bravery in Self Defense, a trophy.

I. CALL TO THE PUBLIC

Sister Betty Adams, 690 E. 32nd Street, introduced herself as the new Executive Director of Catholic Community Services and expressed her anticipation of working cooperatively with City officials.

Shereen Khan-Guinn, 560 E. Palo Verde, stated that Mayor Krieger's comments to her at the July 7, 2010 Regular City Council Meeting were wrong and untrue. The past City Administrator and the City Attorney have claimed many times that the her claims have been investigated by the Yuma Police Department, the Federal Bureau of Investigations and the State Attorney General, but that, too, is untrue. It has cost her and her husband hundreds of thousands of dollars to defend themselves. Local corruption is continuing. She accused the City Attorney of lying. **Wilkinson** asked Guinn to refrain from personal accusations; this is not the purpose of the Call to the Public. **Guinn** took Wilkinson's

effort to end her comments as further evidence of a cover-up. She presented corroborating documents to the City Clerk. **Wilkinson:** The Yuma Police Department conducted the initial investigation and a follow-up investigation. The Yuma County Sheriff's Office and the Attorney General also conducted investigations. All of the investigations resulted in the same findings. City staff is not lying. He (Wilkinson) personally confirmed that everything in the case file has been reviewed by Guinn on multiple occasions; the City has done everything possible to comply with Guinn's requests.

II. MOTION CONSENT AGENDA

Motion (Mendoza/Stuart): To adopt the Motion Consent Agenda as recommended with the exception of items B.4, B.15 and B.16, which were removed by Mayor Krieger for separate consideration. Voice vote: **approved** 7-0.

A. Approval of minutes of the following City Council meetings:

Special Council Meeting	March 23, 2010
Regular Council Meeting	April 7, 2010
Regular Council Meeting	April 21, 2010

B. Approval of Staff Recommendations:

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). (Attny)
2. Authorize a 6-month contract extension to the fifth and final year of RFP #2005000351 - Professional Consulting Services for Planning, Design, and other Related Services for the Yuma East Wetlands Restoration and Similar Projects on a Delivery Order Basis to: Fred Philips Consulting LLC, Flagstaff, Arizona. (2005000351) (Eng/Admin)
3. Award bid to DPE Construction Inc., Yuma, Arizona for *Traffic Signal Installation: 8th Street & 14th Avenue* at a total cost of \$86,461.21 to. (2010000439) (Eng/Admin)
4. Removed for separate consideration; see below.
5. Authorize the purchase of Information Technology Products and Services utilizing any one of the below listed cooperative purchase agreements, at an estimated amount of \$2,730,816.00 (excluding tax) to:
 1. Mohave Educational Services Cooperative
 2. State of Arizona
 3. The Cooperative Purchasing Networks (TCPN)
 4. US Communities
 5. Western States Contracting Alliance (WSCA)

City anticipates spending \$1,930,816.00 for computer hardware/software, communications equipment and technical and training services plus potential grant purchases estimated at

\$800,000.00 in support of the Yuma Regional Communications Systems. (2011000005) (ITS)

6. Award to sole responsive/responsible bidder, Phoenix Highway Products, Inc., Phoenix, Arizona a one-year contract with the option to renew four additional one-year periods, one period at a time, for Wireless Battery Powered Magnetometer Vehicle Detection System at an estimated cost of \$56,384.00. (2010000323) (Eng/Traffic)
7. Accept donation of bronze bust from Mexican Consulate (P&R/Admin)
8. Authorize the execution of an agreement between Catholic Community Services in Western Arizona - Safe House Program providing funding by the City of Yuma for Fiscal Year 2010-2011 in the amount of \$15,500.00 and setting performance standards for Catholic Community Services Safe House Program. (YPD/Admin)
9. Authorize the execution of an agreement between Crossroads Mission and the City of Yuma providing for Fiscal Year 2010-2011 funding by the City of Yuma in the amount of \$27,000.00, and setting performance standards for Crossroads Mission. (YPD/Admin)
10. Authorize the execution of an agreement between Yuma County Family Advocacy Coalition Inc., dba Amberly's Place, and the City of Yuma providing for Fiscal Year 2010-2011 funding in the amount of \$41,580.00, and setting performance standards for Yuma County Family Advocacy Coalition Inc., dba Amberly's Place. (YPD/Admin)
11. Authorize the execution of an intergovernmental agreement between Crane School District and the City of Yuma for the use of Desert Sun Stadium for emergency relocation of students on a temporary basis. (P&R/Admin)
12. Authorize the execution of an agreement between Harvest Preparatory Academy and the City of Yuma for the use of Joe Henry Optimist Park for physical education classes. (P&R/Admin)
13. Authorize the execution of an agreement between Harvest Preparatory Academy and the City of Yuma for the use of Desert Sun Stadium for emergency relocation of students on a temporary basis. (P&R/Admin)
14. Authorize City staff to enter into an agreement with the Arizona Department of Homeland Security and Yuma Police Department for reimbursement of funds expended for the purchase of equipment in support of Operation Stonegarden. (Police/Patrol) (Jerry Geier)
15. Removed for separate consideration; see below.
16. Removed for separate consideration; see below.

Motion Consent Agenda Items Removed For Separate Consideration

Mayor Krieger brought forth item B.16 for discussion.

B.16. Discussion and possible action on a location site for the City of Yuma's historic airplane, the *City of Yuma*, which completed the Flight of Endurance in 1949. (Admin)

Speakers

Captain Staci Reidinger, Marine Corps Air Station – Yuma (MCAS), Public Affairs Officer and Historical Officer, encouraged the City Council to find an appropriate place to house this plane. From her experience working with the Flying Leatherneck Aviation museum in Miramar, California, she can attest to the need to preserve historic relics. Yuma was experiencing economic hard times in 1946, when the plane flew because of the closure of the Yuma Army Air Field. The *City of Yuma* plane carried a slogan that read: *The City with a Future* – a fitting slogan even for today. The plane was instrumental in showing military officials that Yuma is a premier location for uninterrupted training. The age and condition of the airplane warrant its preservation.

Bob Kammann, 2620 W. 24th Street, stated that as a four-year-old he rode in the Buick that refueled the plane. The betteryuma.org organization supports the proposal to house the plane in the lobby of City Hall. Many people have expressed their willingness to donate time, energy and money to implement the idea; it won't cost the City anything.

Mike Shelton, 2681 S. Virginia Drive, #8, recalled that in 1999, promoters of the event's 50th anniversary approached and asked that he write an application for the event to be included in the Millennial Communities Program, hosted by Hilary Clinton. He put the Flight of Endurance story into a narrative for a national audience. The City of Yuma Flight of Endurance was accepted into the program. The Mayor proclaimed October, 1999 as the City of Yuma Endurance Flight month. Because of this involvement, he learned about the significance of the event – a truly American achievement. The *City of Yuma* airplane is a national treasure – not just a local treasure – and should be appreciated as such. If this can be done in an architecturally sound, fiscally smart and aesthetically beautiful manner, it will be intellectually and emotionally satisfying to display the plane, with all its interpretive elements, and celebrate not only the event, but the personalities surrounding it.

McClendon suggested that the lobby of City Hall should be the last alternative. The plane is a valuable piece of history and needs to be displayed, but the City Council should take the time to fully explore a better location where it can be viewed at ground level and perhaps behind plexiglass. Apparently, at one time, the airplane was going to be displayed at the airport – a building had been designed – but, somehow that fell through. The airport has two hangars, named and dedicated to the two pilots, Jongeward and Woodhouse. The lobby of City Hall is too small for the plane. Viewing it from the first floor, one will only see the bottom. The nose will intrude into the second floor walkway. Displaying the plane in this manner doesn't give it just due. This has been pushed forward rather quickly. She is not suggesting a long delay – perhaps only six weeks – to make sure there's no better place.

Brooks-Gurrola stated she is not convinced all the possibilities have been considered. Placing the plane in City Hall will limit the times people can see it. People should be able to view it in the evenings and on weekends.

Mendoza stated that in talking to members of the community, he found that, even if people actually knew what he was talking about, most were indifferent. The most appropriate place for the plane is the airport, but that is not possible. Other options, such as putting it on the Peaches property near The Landing where the statute is, or constructing a building for it, are equally out of the question. The lobby may not be the best place for the plane, but he will side with the supporters of the idea.

Johnson agreed that the airplane is an important historical relic to the community, but residents can't brag on it if it is disassembled and in storage. Given that, the City Hall lobby is probably the worse place to display it. The airport terminal's ceiling cannot support suspending the plane. Wherever the plane is displayed, it must not be at ground level to avoid potential damage from people touching it. Much of the outer covering of the plane is fabric. The problem was solved at one point, when the State Legislature appropriated funds to build a visitor's center – focusing on the plane – in Yuma just south of the 4th Avenue bridge. However, the State Legislature has since taken that money for its own use. Reluctantly, he has concluded there are no other viable alternatives. Even suspending the plane in the lobby, which would be an improvement, is not structurally possible. The proposed plan is the least of all the bad choices.

Mayor Krieger: Events at the Yuma Civic Center oftentimes use all the lobby space; there's no room in the lobby for the plane. This space should be left to uses that generate revenue for the facility. The proposed display in the lobby will be dramatic and striking from any angle; it will create a real focal point for the lobby. City Hall was paid for by taxpayers. The lobby is underused. City Hall is relatively new and its air handling system makes it conducive to preserving the plane. The building offers a high level of security. Installation will cost the City absolutely nothing because people and contractors have committed their resources to the project. City Hall was built in the Downtown to spur its continued revitalization. Putting the *City of Yuma* in Downtown Yuma will add another point of interest. Any other venue would have limited operating hours – no place would be open all the time for viewing. The proposal gets the plane out of the dark, requires minimal construction and is not a permanent solution. As soon as a better venue becomes available, the plane could easily be relocated.

Motion (Brooks-Gurrola/McClendon): To continue the discussion on the siting of the *City of Yuma* airplane to the next regularly scheduled City Council meeting (August 4, 2010).

Johnson: There would be no harm in a delay. **Mayor Krieger:** People have been waiting 14 years and the alternatives have been sufficiently explored. Two weeks will not find a better one.

Mendoza: The City has already paid \$2,000 for a study of the lobby's structural capabilities. The airport and the visitor's center are not options. **Stuart** expressed concern that the backers of the proposal might not be willing to finance an alternate display site, should one be found.

Roll call vote: **adopted** 4-3. Stuart, Mendoza, and Mayor Krieger voting Nay.

Wilkinson asked what action the City Council was expecting from staff. **Mayor Krieger** stated that the intent of the motion was to give supporters of the plane and City Councilmembers an opportunity to explore other options. If anything is needed from City staff, he will contact Wilkinson and let him know.

- B.4 Award bid to Eckard Commercial Construction, Inc., Yuma, Arizona, for Public Safety Outdoor Classroom at a total cost of \$184,994.70. (2010000434) (Eng/Admin)

Mayor Krieger declared a conflict of interest on this item as he could be involved in the construction project. He turned the meeting over to Deputy Mayor Johnson.

Motion (Mendoza/Brooks-Gurrola): To approve item B.4 as recommended above. Voice vote: **adopted** 7-0.

Deputy Mayor Johnson returned the meeting to Mayor Krieger.

-
- B.15 Authorize the City Administrator to negotiate an agreement with the Yuma Metropolitan Planning Organization to assist with the continuation of Yuma County Area Transit (YCAT) services. The agreement would provide first quarter funding (4 months) in the amount of \$54,376.93. (Admin)

Speaker

Flash Sharrar, 4701 Gila Ridge Road, opined that the cost of this service is too high for a service that is not serving the City properly. The City hasn't fully explored how the money is being spent and the course of the routes. Buses are empty. The condition of the buses is questionable. Who's in charge of YCAT because it owes him money from 2009? **Wilkinson** stated he would provide Sharrar with the appropriate information.

Discussion Highlights

Wilkinson:

- Issues regarding YCAT finances have been ongoing for the last six years.
- YCAT has asked for \$217,507.73 as the City's portion of its budget.
- The City has funded the Yuma Metropolitan Planning Organization's (YMPO) requested allocation this year, using Highway User Revenue Funds (HURF).
 - YMPO provides planning; YCAT constitutes the transit system.
 - HURF funds cannot be used for transit purposes.
- In the past, the City used Local Area Transit Funds (LTAF) to fund YCAT; however, the State has swept those funds into its General Funds, making LTAF no longer available.
- The situation is that the City's budget has been set; it cannot be increased. YCAT's requested funding is not included. If the City wants to fund YCAT, it will have to do so with General Fund money, taken from the Contingency Fund.
 - The Contingency Fund has approximately \$400,000 available for use this fiscal year.
 - The Contingency Fund is intended to provide support in emergency situations; the City should be cautious about taking \$217,500 out of it so early in the year.
- Staff is recommending that the City approve a first-quarter allocation to YCAT in the amount of \$54,376.93 to allow for an independent review of their operations.
 - Issues such as lack of ridership, buses stopping at places that are closed, and routes taking too long, have arisen.

- Since YCAT is a regional transit system, the City is asking the YMPO Board to ask Yuma County to lead the review, with the review committee consisting of representatives of each funding entity.

Johnson:

- Though the budget amount cannot be exceeded, per State law, money within the budget can be reallocated, within certain restrictions.
- Having only \$183,000 in the Contingency Fund – the amount that would be left over if the City approved YCAT’s funding request – would put the City in jeopardy.
- A hazardous chemical spill in the 1990’s cost the City over \$100,000 for the one event.

Wilkinson responded that he had two concerns: YCAT may need additional operational funding, so they may ask for more. If the City uses Contingency Funds for YCAT and emergencies use all of the remaining Contingency Funds and more, the City would have to cut elsewhere to cover those costs. The City’s budget, the sweeping of LTAF funds and the problems with YCAT all came about at the same time, so the City could not take all of that into consideration before adopting the budget. Everyone is aware of how tight the City’s budget is. Spending anything extra will impact not only this year, but next year. If the City Council decides to approve YCAT’s funding request and allocate it \$217,500, staff will initially take the funding from the Contingency Fund and then work to adjust the budget to cover necessities. There are other unresolved needs, such as police vehicles and fire equipment, some of which has already passed their lifespan.

Stuart asked what would happen to the buses if YCAT shut down. **Wilkinson** surmised that the buses would have to be relocated and getting them back would probably be difficult.

Johnson noted that the item, as listed on the agenda, has a typo, which needs to be taken care of prior to voting on approval.

Motion (Johnson/Mendoza): To amend agenda item B.15 to change all references of “4 months” to “3 months.” Voice vote: **adopted** 7-0.

McClendon questioned what would happen if the City approved funding for the first quarter and then cut it off. It’s doubtful an operational review could be completed within 3 months. The City would then be responsible for shutting down an operation that the other entities have paid for. **Johnson:** If the City ceased funding after the first quarter, YCAT operations would not cease. YCAT would simply cut back to live within its means by curtailing its operations.

Mayor Krieger:

- The City’s contribution will not be the deciding factor is whether YCAT continues to operate.
- The City cut other agencies’ budgets and they adjusted their operations to meet the money they had.
- YCAT was not audited from 2004 to 2006 and the audits that have been done thereafter show that YCAT has not corrected any of the problems pinpointed in the audits; the 2009 audit is pending.
 - The YMPO Executive Board is ultimately responsible for YCAT’s operation and the fact that there are audits missing is a glaring example of the board’s inability to meet basic requirements.

- **Mayor Krieger** recalled that Supervisor Ferguson, representing the Yuma County Board of Supervisors on the YMPO Executive Board, indicated that he had been unable to get YCAT's financial information for years.
- If the City continues to fund YCAT, it will be throwing away good money.
- The City has no money to give YCAT.
- It is dangerous to deplete the Contingency Fund to uselessness.
 - It is not fair to put taxpayers at risk or to hamstring the City Administrator in that way.
- YCAT has been asked to review its operations – routes, usage, et cetera, since January and has not begun to do so; it is doubtful such a review would be completed in the next three months.
- If the City stops funding YCAT, it will force YCAT to become more efficient.
- This operation is sucking the taxpayer dry with empty buses.
 - Probably fewer than 300 City residents use the bus because the routes aren't convenient.
 - To pay \$3 million for less than 300 riders is something he can't do.

Mendoza stated that initially he was a strong supporter of YCAT, as his daughter uses the bus to get to Arizona Western College. However, a number of factors have changed his mind. The question is who's responsible and who will be held accountable? Maybe the best things to do would be to stop the service altogether, hire an outside consultant and start over. Very few people he surveyed actually use the bus system. The City should not spend any more on YCAT; it is losing way too much money.

Motion (Stuart/Johnson): To approve Consent Agenda item B.15 as amended.

Johnson noted that Yuma is fortunate to have a very qualified and hardworking Executive Director now in charge of YCAT; she was hired 11 months ago. She has assembled an excellent staff and has worked tirelessly to straighten things out.

Wilkinson read an e-mail from Beeson, who was listening via telephone and communicating electronically. The main points of his comments follow:

Beeson:

- There is no question the system needs reform; however, requiring such a complex system to be revamped in 90 days seems a near impossible task for the agency.
- A transit needs assessment is in the works.
 - A Department of Transportation grant will provide for a detailed examination of the system and will point out areas of improvement, replacement or elimination.
 - This will take longer than three months.
- YCAT's funding request is for the full amount, not broken down into quarters.
- If the City cuts funding after the first quarter, how will the contractors respond?
- All of the other entities that support YCAT have agreed to the full amount of the increased funding request.
- The only reason for withholding funds is to be able to opt out further on, which will make the City of Yuma solely responsible for the collapse of a system that is in the process of being redesigned.

Roll call vote: **failed** 2-5; Mendoza, Beeson, McClendon, Brooks-Gurrola and Mayor Krieger voting Nay.

Mayor Krieger echoed Johnson's comments; this vote in no way reflects on the current YCAT Executive Director or her staff.

III. RESOLUTION CONSENT AGENDA

Motion (Mendoza/McClendon): To approve the Resolution Consent Agenda as recommended.

Bushong displayed the following titles:

Resolution R2010-42

A resolution of the City Council of the City of Yuma, Arizona, authorizing the execution of an agreement with the State of Arizona for a Transportation Enhancement Grant for the design and construction of a multi-use pathway within the West Wetlands Park
(JPA09-154-1; West Wetlands parkway from 13th to 22nd Avenues) (Eng/Admin)

Resolution R2010-43

A resolution of the City Council of the City of Yuma, Arizona, authorizing and approving the execution of a Preannexation Development Agreement with the owners of real property located at 1750 East 20th Street and 1636 East 20th Street
(property owners: Donald R and Linda R. Peterson Family Trust and individually, respectively)
(Util/Admin)

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

IV. ADOPTION OF ORDINANCES CONSENT AGENDA

Motion (McClendon/Mendoza): To adopt the Ordinance Consent Agenda as recommended.

Bushong displayed the following titles:

Ordinance O2010-35

An ordinance of the City Council of the City of Yuma, Arizona, annexing to said City a portion of Sections 1 and 12, all lying within Township 9 South, Range 23 West of the Gila & Salt River Base & Meridian, Yuma County, Arizona, and amending Chapter 154 of the Yuma City Code, as amended, designating the zoning of certain property to the Light Industrial District, and amending the zoning map to conform thereto, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto
(Annexation Area A2010-002: Greengate) (DCD/Planning)

Ordinance O2010-36

An ordinance of the City Council of the City of Yuma, Arizona, annexing to said City a portion of Section 18 of Township 9 South, Range 24 West of the Gila & Salt River Base and Meridian, Yuma County, Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and amendments thereto
(Annexation Area A2010-003: Humane Society of Yuma) (DCD/Planning)

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

V. INTRODUCTION OF ORDINANCES – none

VI. PUBLIC HEARINGS

Annexation Area A2010-05: Castle View North – Public hearing to consider the annexation of property located at the northwest corner of Avenue 9E and 24th Street. (CD/Planning)

Mayor Krieger opened the public hearing at 7:04 p.m.

Albers explained that this annexation involves a single property owner who intends to develop a 10-lot, single-family residential subdivision. Pending receipt of signed petitions, staff anticipates bringing forward the formal annexation ordinance on August 18, 2010 for introduction and adoption on September 1, 2010.

There being no City Council discussion or speakers, **Mayor Krieger** closed the public hearing at 7:06 p.m.

Annexation Area A2010-04: Sonic – Public hearing to consider the annexation of property located at the southeast corner of Avenue B and the 30th Street alignment. (CD/Planning)

Mayor Krieger opened the public hearing at 7:06 p.m.

Albers explained that this annexation involves two properties owned by the same owners. The owners intend to develop a Sonic Drive-In at the site. Pending receipt of signed petitions, staff anticipates bringing forward the formal annexation ordinance on August 18, 2010 for introduction and adoption on September 1, 2010.

There being no City Council discussion or speakers, **Mayor Krieger** closed the public hearing at 7:07 p.m.

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Motion (Brooks-Gurrola/Mendoza): To re-appoint Sandy Anthony to the Building Advisory Board with a term to expire January 31, 2015. Voice vote: **adopted** 7-0.

VIII. SUMMARY OF CURRENT EVENTS

Wilkinson announced the following:

- Presentation of graduation certificates for participants of the Grow Smart Summer Camp will take place at the Yuma Civic Center on July 23, 2010 at noon.
- On 26th, the City's Rocket Science Camp will begin at the North End Community Center.
- On July 23rd, City Parks and Recreation staff will hold a Parent's Night Out, where they will provide inexpensive child care at Clymer Center in the evening.

IX. EXECUTIVE SESSION/ADJOURNMENT

Motion (Johnson/McClendon): To adjourn to Executive Session. Voice vote: **adopted** 7-0. The meeting adjourned at 7:09 p.m.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

DRAFT

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
AUGUST 4, 2010
5:30 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

INVOCATION/PLEDGE

Chuck Stewart, Pastor Calvary Chapel of Yuma, gave the invocation. **Brooks-Gurrola** led the City Council in the pledge of allegiance.

ROLL CALL

Councilmembers Present: Stuart, Mendoza, Beeson, McClendon, Brooks-Gurrola, Johnson and Mayor Krieger
Councilmembers Absent: none
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Police Chief, Jerry Geier
Principal Planner, Bob Blevins
City Attorney, Steven W. Moore
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

FINAL CALL

Mayor Krieger made a final call for the submission of Speaker Request Forms from members of the audience.

PRESENTATIONS

- **Geier** officially promoted Lekan to Deputy Police Chief.
- **Wilkinson** recognized Arnold Montijo as the 1st City of Yuma Employee of the Quarter.

I. CALL TO THE PUBLIC

Pastor Chuck Stewart, 1330 S. 22nd Drive, complimented various City departments for their quick responses to various calls and their outstanding work. City staff is very helpful to those who have questions.

Don Werley, owner of Sundance Insurance, 2680 E. 24th Street, stated the business owners along 24th Street are concerned about the timeframe of the project and whether their businesses will survive two simultaneous projects in the same general vicinity. The business owners don't want the 24th Street project to proceed because of the negative impact it will have on their businesses.

Joely Beck, owner of Dream a Little Dream, 2573 E. 24th Street, stated her reason for speaking tonight is because the 24th Street project is slated to begin soon. Construction barriers alone will drive customers

away. The businesses on 24th Street need time to recover from the Avenue 3E project before another project starts. She urged the City Council to consider postponing the project for a few years.

Joshua Griffen, Tranquil Touch Massage and Body Works, 2573 E. 24th Street, Suite D, concurred with the last two speakers and urged the City Council to postpone the 24th Street project.

Neomi Schaffer, owner of 2589 E. 24th Street and 2615 E. 24th Street, stated the buildings contain a total of seven office spaces, five of which are rentals. When her businesses opened in April 2010, they did well; however, when the 3E project started, business came to a standstill. Although there are several factors that may contribute to a slow down in business, customers specifically stated it was difficult getting to the store due to the construction. Two business owners are contemplating taking their business elsewhere due to the construction.

Meme Kunkel, co-owner of Alliance Tattoo Lounge, 1450 S. 42nd Avenue, stated her business is a little different because the clientele book weeks in advance; however, the construction has affected the way her business is conducted. Small businesses work hard to do their part to boost the economy; however, these businesses may be forced to close their doors. If the shop owners can't pay their rent, the end result will be devastating.

Dacquel Ochoa, co-owner of Alliance Tattoo Lounge, 2589 E. 24th Street, testified to the impact the construction has had on her business. She urged the City Council to postpone the project to a more feasible time.

Gary Wright, 2240 Elks Lane, retired school teacher and elected official, stated that elected officials cannot compromise when it comes to the accountability to the public funds. The City Council made the right decision to stop funding YCAT. However, the community is entitled to a transportation system that is sustainable and practical. It is not good public relations for the YCAT director to cancel scheduled meetings. The taxpayers are entitled to disclosure and answers to their questions in a reasonable amount of time.

Fernando Molina, 4179 W. 4th Place, stated he is speaking on behalf of all those in Yuma who deserve YCAT service. It has been said that there is no money and the money is going to waste. Ask the students who depend on the bus to get to school, the hard-working citizens who have no other way of getting to work and the disabled if the service is a waste of money. The situation may be minuscule to the City of Yuma but could be the difference between life and death for some residents. Is that statement overdramatic; ask those who require dialysis every other day. People ride YCAT into Yuma from all over Yuma County to spend money. He urged the City Council to keep YCAT running; taxpayers deserve the services.

Linda Gravert, 721 E. 24th Street, stated that, due to being forced into early disability retirement, she has become dependent on YCAT services. Having multiple specialists and several medications, YCAT is essential to making appointments that would otherwise be missed.

Sandra Acosta, 3350 W. 8th Street, Space 3, stated that the public transportation system is a great service at an affordable rate. Because of this service, she can afford to visit family in the Yuma area. She urged the City Council to support YCAT for those who cannot afford taxis.

Virginia Lopez, 3350 W. 8th Street, Space 3, stated she is here for everyone, not just herself, to urge the City Council to continue funding YCAT and Dial-a-Ride services.

Raymond Hopkins, 9351 E. 28th Street, #228, stated that although he would hate to see the impact on the citizens of Yuma if the buses were to cease, he urged the City Council to not fund YCAT.

Terry Crabtree, 3600 S. Linda Lane, Pastor of the Community of Christ Church, stated he is speaking on behalf of the residents who live on a limited income and can't afford the cost of a car or car insurance. He spends \$800 a month on fuel to drive people to doctor appointments, grocery shopping and school. It was appalling to hear a public official state he wasn't worried about 2,000 riders. YCAT needs to be changed because currently it does not reach as many people as it could. He suggested the City work with business owner to encourage employee bus usage.

Chris Farrar, student at Arizona Western College, stated he is fearful that the public transit system will be shut down. Although transportation assistance is available through his pastor, the independence YCAT provides is preferable.

Luis Martinez, 106 E. 1st Street, noted the winter visitors are coming soon and they will be using YCAT. YCAT is a tremendous asset, but it will take years to rebuild, if it ceases to operate; Yuma needs public transportation.

Ellen McCluskey, 685 S 19th Avenue, stated her husband rides YCAT because he uses a wheelchair; YCAT accommodates his electric wheelchair and is accessible for all disabilities. YCAT needs to be reviewed, and the rates raised; it needs to continue running.

Matilda Rodriguez, asked the City Council to support funding for YCAT. Many people use the bus from all over to go shopping, work and the doctor. Many people cannot afford a taxi.

Shereen Khan-Guinn, 560 E. Palo Verde, stated she has been denied the right to an investigation for crimes committed against her. Contrary to what the City Attorney believes, an investigation has never been done. She has never seen the documents that are contained in the Yuma Police Department because they are illegal, damaging and pose a threat to the police department. A meeting with the Police Department to review the documents will be requested. She requested information outlining who has the authority over the Yuma Police Department.

Mayor Krieger responded to Khan-Guinn stating the Yuma City Charter is available to the public and outlines the responsibilities of the Mayor, City Council, City Administrator and City Attorney. In response to Crabtree, **Mayor Krieger** stated he never said he wasn't concerned about the people who ride YCAT; it is unfair to allege otherwise.

II. MOTION CONSENT AGENDA

Motion (Johnson/Mendoza): To withdraw item Motion Consent Agenda item B7 (Cooperative Purchase Agreement: Chevy Impala Police Vehicles) from the agenda. Voice vote: **approved** 7-0.

Motion (Beeson/Brooks-Gurrola): To adopt the Motion Consent Agenda with the exception of items B2 and B10, which were removed by McClendon for separate consideration. Voice vote: **approved** 7-0.

A. Approval of minutes of the following City Council meetings:

Regular Worksession	April 20, 2010
Special Council Meeting	May 4, 2010
Regular Worksession	May 4, 2010

B. Approval of Staff Recommendations:

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). (Attny)
2. Removed for separate consideration; see below.
3. Approve a #12, Restaurant, New/Interim Permit Liquor License application submitted by Carl McClure, agent for Coco's Bakery & Restaurant, 2198 S. 4th Avenue, Yuma, Arizona. (LL10-13) (Admin/Clerk)
4. Approve a #10, Beer and Wine Store, New/Interim Permit Liquor License application submitted by James Robert Broxholme, agent for O.K. Market, 5800 E. Hwy. 80 (aka 32nd Street), Yuma, Arizona. (LL10-14) (Admin/Clerk)
5. Approve a #13, Domestic Farm Winery, New Liquor License application submitted by Fred G. Earle, agent for Earle's Custom Wines, Inc. dba Yuma's Main Squeeze, 251 S. Main Street, Yuma, Arizona. (LL10-15) (Admin/Clerk)
6. Authorize donation of Surplus Confined Spaces and Emergency Medical Expendable Supplies to San Luis Rio Colorado, Sonora Mexico Fire Department. (Bid #: 2011000043) (Fire/Professional Svcs)
7. Item withdrawn by motion; see above.
8. Award to the lowest responsive/responsible bidder for Physical Provider Services/Fire Personnel at an estimated annual cost of \$57,000.00 to Pinnacle Healthcare, Yuma, Arizona. (Bid #2010000436) (Fire)
9. Authorize the City Administrator to execute an agreement with the Yuma Crossing National Heritage Area Corporation (YCNHAC) for the operations of the Yuma Quartermaster Depot State Historic Park; to provide funding to support park operations in the amount of \$150,000.00 for Fiscal Year 2010-2011; and to provide performance standards for the YCNHAC. (Admin/YCNHA)
10. Removed for separate consideration; see below.

11. Approve agreement with Unit B and Bureau of Reclamation to transport City of Yuma water to the Aqua Viva Water Treatment Plant. (Utilities)
12. Authorize an amendment to Construction Manager At Risk (CMAR) Agreement for construction of the East Mesa Water Treatment Plant (Aqua Viva Water Treatment Plant) with J. R. Filanc Construction Company, Inc. (Filanc). (Eng)

Motion Consent Agenda Items Removed For Separate Consideration

B.10 City of Yuma Airplane Discussion and possible action on the location site for the City of Yuma's historical airplane. (Admin)

Speakers

Ray Williams, 1218 S. 8th Avenue, detailed the history of the City of Yuma airplane stating because of its history, the airplane belongs in City Hall to tell its story with dignity and beauty.

Perry Pensky, 707 W. 8th Street, detailed the history and purpose of the 1949 Endurance Flight; the intent of the flight was to draw attention to Yuma's perfect flying weather. There is no better place to display the airplane than the lobby of Yuma City Hall.

Discussion

McClendon stated that she appreciates the history of the City of Yuma but initially she felt the airplane didn't belong in the lobby of City Hall. Two weeks isn't sufficient time to find the airplane a more proper home. The simulated picture of the airplane in the lobby has provided a better visual of how the airplane will fit, which has lessened her opposition to using to lobby. The City Council and staff can work together to properly place the airplane in the lobby to satisfy everybody. Eventually the airplane could be moved to the Visitors Center, where it belongs.

Brooks-Gurrola stated she is in favor of the plane being displayed in a public place for all to view. After talking to others she concluded the lobby in City Hall is the most feasible option at this time.

Motion (McClendon/Mendoza): To allow the City of Yuma Airplane to be placed in the City Hall lobby.
Roll call vote: **adopted** 7-0.

B.2 Special Event Liquor License: Humane Society of Yuma, Inc Approve a Special Event Liquor License application submitted by Cristyn Weil, on behalf of the Humane Society of Yuma, Inc. for the Fourth Annual Fur Ball. The fundraiser event will be held on Saturday, September 18, 2010, at the Arizona Western College 3C Building, 2020 S Ave. 8 E, from 6:00 p.m. to 1:00 a.m. (SP10-10) (Admin/Clerk)

Discussion

Mendoza stated Arizona Western College has a liquor license under Sodexo America, and has agreed to suspend its license. **Moore**: There can't be two liquor licensees in use at the same location simultaneously.

With AWC temporarily suspending its license, the Humane Society will be allowed to sell liquor under this Special Event Liquor License.

Mayor Krieger stated his voting records show consistent opposition to liquor being served on school grounds. AWC does not permit liquor in its dormitories. The previous City Council recommended denial of a permanent liquor license for AWC; however, a lack of communication prevented a City Council representative from being present at the Arizona Department of Liquor License and Control Board hearing of the case. Consequently, AWC was granted a liquor license. The overriding reason for recommending denial was because the community building was funded by taxpayer approved bonds and selling liquor at the facility was not the voters intent. Opposition to this Special Event Liquor License is not directed to the Humane Society; their fundraising efforts are important. The opposition is the location of the fundraiser on school grounds.

McClendon stated that she supports the Humane Society; however, her voting record in this regard has also been consistent.

Brooks-Gurrola disagreed. AWC currently possesses a liquor license, therefore, the special event shouldn't be denied.

Mendoza stated that he had originally voted against the application for Sodexo America; however, they have one now so there is no point in denying the Special Event Liquor License application. The fundraiser will not be held in the dorms; it is being held in the 3C building at AWC. There is a good separation between these buildings.

Motion (Johnson/Beeson): To approve the Special Event Liquor License: Humane Society of Yuma, Inc.

Johnson stated that he, too, voted against the Sodexo America liquor license application simply because AWC prohibits the possession or consumption of alcoholic beverages on school grounds. The student activity center is in the same building in which Sodexo America operates. The public was not informed that this facility would serve liquor; however, that is all past history. There is currently a liquor license at the facility, the licensee is suspending it to allow the non-profit organization to have a fundraiser and it is appropriate.

Cristyn Weil, applicant for the Humane Society of Yuma, Inc, 2269 S. Sky View Way, invited the City Council to attend the September 18, 2010 fundraiser. The intent of the black tie affair and the liquor license is to raise money for the new shelter. There will be plenty of security at the event to ensure the Humane Society complies with all the liquor regulations. Generally, AWC students cannot afford the purchase price of the tickets; therefore, they will not be participating. A legal agreement has been signed suspending Sodexo America's liquor license temporarily. The City Council's concerns are understandable; however, AWC should have forewarned her of their previous issues in obtaining the liquor license.

Roll call vote: **approved** 5-2; McClendon and Mayor Krieger voting nay.

III. RESOLUTION CONSENT AGENDA - none

IV. ADOPTION OF ORDINANCES CONSENT AGENDA - none

V. INTRODUCTION OF ORDINANCES

Bushong displayed the following titles:

Ordinance O2010-37

An ordinance of the City Council of the City of Yuma, Arizona, amending Chapter 112 of the Yuma City Code relating to graffiti and accessibility to graffiti implements, and providing a penalty for violations thereof

(Police/Patrol)

Ordinance O2010-40

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 High Density Residential / Historic District Overlay (R-3/H) & General Commercial / Historic District Overlay (B-2/H) to the Medium Density Residential / Historic District Overlay (R-2/H) District and amending the zoning map to conform thereto

(Property located: 780 – 792 S. 2nd Avenue) (DCD/Planning)

VI. PUBLIC HEARINGS

Ordinance O2010-38: Rezoning of Property located at 1462 W. 8th Place, also known as 810 S. 14th Avenue from the Low Density Residential (R-1-6) District to the General Commercial (B-2) District. The applicants are Adolfo and Irma Enriquez Garcia. (Z2010-003) (DCD/Planning)

Mayor Krieger opened the public hearing at 6:48 p.m.

Speakers

Adolfo Enriquez Garcia, applicant, 1416 W. 8th Place, stated he gathered signatures from those in the area, as recommended by staff, and nobody opposed the rezoning except the competitive business. The applicants are willing to comply with the conditions in order to sell firewood.

Bonnie Santoyo, 1465 W 9th Street, expressed her concern with the traffic. Although it is a residential zone, cars oftentimes speed through the neighborhood. There have been several accidents at the intersection; the next accident may be fatal. If the property is rezoned to commercial, the traffic will increase.

Discussion

Blevins presented the following information:

- The property is located at 8th Place and 14th Avenue, south of 8th Street.
- The case began as a code compliance issue last year; the property has since been cleaned up and the applicants have applied to rezone the property to commercial.
- A commercial business is operating on residential property.

- The subject property is surrounded by General Commercial (B-2) zoning with Residential to the south.
- The Garcia's turned in a petition yesterday in support of the rezoning.

Johnson asked to review the photographs of the property; is the lot south of the subject property located at the corner of 8th Street and 14th Street? **Blevins**: Correct. **Johnson** noted that only three people signed the petition in opposition. Are they all related to the current firewood sales owner? **Blevins**: Yes, the Castillo's own the corner lot with the firewood and the lot right next door.

Stuart: Staff will require the Garcia's to construct a decorative masonry fence around their lot where the firewood will be sold. The Castillo lot will not require a fence because it has been grandfathered in, correct? **Blevins**: Correct. **Stuart** asked if any citations have been issued to the northern (Castillo) lot. **Blevins** stated he didn't have that information available, but would research and get back to Councilmember Stuart.

Mendoza stated the City Council addressed a traffic signal at 8th Street and 14th Avenue recently. **Stuart** asked if the applicants are aware of the wall requirements and willing to construct it. **Blevins**: Yes.

Motion (Johnson/Mendoza): To close the Public Hearing.

Bushong displayed the following titles:

Ordinance O2010-38

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 Low Density Residential (R-1-6) District to the General Commercial (B-2) District and amending the zoning map to conform thereto

(Applicants: Adolfo and Irma Enriquez Garcia; property located: 1462 W. 8th Place aka 810 S. 14th Avenue)
(DCD/Planning)

Discussion

McClendon stated that it is not her intent to take away business; there are plenty of competitive examples throughout the City. The City Council understands the frustrations of those involved; however service is important.

Johnson asked if the ordinance is only being introduced tonight. **Bushong**: Yes.

Voice vote: **adopted** 7-0; Public Hearing closed at 7:02 p.m.

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Motion (Mendoza/McClendon): To appoint David Psolka to the Clean & Beautiful Commission with a term to expire August 4, 2013. Voice vote: **adopted** 7-0.

Johnson reported on an upcoming transportation meeting.

Mendoza reported on attending the ribbon cutting and dedication of the Winsor Park basketball court.

Motion (Beeson/Mendoza): To place on a future agenda, the reconsideration of funding for Yuma County Area Transit (YCAT). Roll call vote: **adopted** 4-3; Brooks-Gurrola, Johnson and Mayor Krieger voting nay.

VIII. SUMMARY OF CURRENT EVENTS

Wilkinson stated the new K-9 Unit was introduced this morning at the Yuma Police Department.

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Krieger** adjourned the meeting at 7:07 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Special Event Liquor License: Yuma Sunrise Rotary Club

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Mike Ray Suba, Jr., on behalf of the Yuma Sunrise Rotary Club for a Renovation Movie Premier Event. The fundraiser event will be held October 23, 2010, at the Yuma Quartermaster Depot State Historic Park, 201 N. 4th Avenue, from 5:00 p.m. to 11:00 p.m. (SP10-15)

REPORT:

Mike Ray Suba, Jr., on behalf of the Yuma Sunrise Rotary Club has applied for a Special Event Liquor License for a Renovation Movie Premier Event. The fundraiser event will be held October 23, 2010, at the Yuma Quartermaster Depot State Historic Park, 201 N. 4th Avenue, from 5:00 p.m. to 11:00 p.m.

The application has been sent to Community Development, Police Department, Fire Department, Risk Management and Heritage Area, for their department review. No objections have been received.

Upon City Council's recommendation of approval, this application will be forwarded to the Arizona Department of Liquor License 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 type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda L. Bushong		9/13/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		9/13/2010		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Special Event Liquor License: Caballeros de Yuma, Inc.

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Barry Olsen, on behalf of the Caballeros de Yuma, Inc. for the Colorado River Crossing Balloon Festival. The fundraiser event will be held November 20, 2010, at the Ray Kroc Complex located at 3500 S. Avenue A, from 11:00 a.m. to 9:00 p.m. (SP10-16)

REPORT:

Barry Olsen, on behalf of the Caballeros de Yuma, Inc. has applied for a Special Event Liquor License for the Colorado River Crossing Balloon Festival. The fundraiser event will be held November 20, 2010, at the Ray Kroc Complex located at 3500 S. Avenue A, from 11:00 a.m. to 9:00 p.m.

As per State Liquor License requirements, the Yuma Civic & Convention Center has agreed to suspend a portion of their liquor license that covers the Ray Kroc Complex; on the date and time listed above.

The application has been sent to Community Development, Police Department, Fire Department, Risk Management and Parks & Recreation, for their department review. No objections have been received.

Upon City Council's recommendation of approval, this application will be forwarded to the Arizona Department of Liquor License 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:			
	<ol style="list-style-type: none"> 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 type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office				

SIGNATURES	CITY ADMINISTRATOR:	DATE:
	Gregory K. Wilkinson	9/21/2010
	REVIEWED BY CITY ATTORNEY:	DATE:
	Steven W. Moore	9/21/2010
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
Lynda L. Bushong	9/13/2010	
WRITTEN/SUBMITTED BY:	DATE:	
Jasmin Rodriguez	9/13/2010	



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010
DEPARTMENT: City Administration
DIVISION: City Clerk

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

TITLE:
 Temporary Extension of Premises: Texas Roadhouse

SUMMARY RECOMMENDATION:
 Approve an application for a Temporary Extension of Premises/Patio Liquor License Permit submitted by Scott Crace, agent for Texas Roadhouse, for the "Battle of the Bands" event on October 30, 2010 to be held at 594 E. 16th Street, Yuma, Arizona. (EP10-06)

REPORT:
 Scott Crace, agent for Texas Roadhouse, has applied for a Temporary Extension of Premises/Patio Liquor License Permit for a Battle of the Bands event, on October 30, 2010, to be held at 594 E. 16th Street.

The application has been sent to Community Development, Police Department, Fire Prevention and the Business License Department for their review. 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 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. Extension of Premises/Patio Liquor License Permit 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 type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda L. Bushong		9/13/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		9/13/2010		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Bid Award: Figueroa Water Pollution Control Facility Digester Improvements

SUMMARY RECOMMENDATION:
Award to the lowest responsive/responsible bidder for Figueroa Water Pollution Control Facility Digester Improvements at a total cost of \$3,021,810.00 to:

Haydon Building Corp. Phoenix, Arizona

(City Engineering Department - Bid #2010000464) (Paul Brooberg)

REPORT:
The project includes demolition; digester dewatering and cleaning; disposal of an existing digester cover; and installation of new digester covers, digester heating and mixing equipment, gas-handling piping and equipment, associated pumps, piping and valves, electrical, controls, and site work necessary for a complete installation, which will upgrade two existing digesters.

The bid was distributed for solicitation as follows:

BID STATISTICS	TOTAL	LOCAL VENDORS
Notices Sent Out	21	6
Bid Packages Distributed	62	17
Bids Received	7	0

This recommendation has the concurrence of the Director of Utilities and the C.I.P. Program Manager.

FISCAL REQUIREMENTS	CITY FUNDS: \$3,021,810.00	BUDGETED: \$3,654,000.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: FY 2011 CIP No. 8.0402
	TOTAL: \$3,021,810.00	
	FISCAL IMPACT STATEMENT: Funds are included in the FY 2011 Capital Improvement Budget for this project under C.I.P. #8.0402 - Figueroa WPCF Digester Improvements.	
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: Gregory K. Wilkinson	DATE: 9/21/2010
	REVIEWED BY CITY ATTORNEY: Steven W. Moore	DATE: 9/21/2010
	RECOMMENDED BY (DEPT/DIV HEAD): Pat Wicks	DATE: 9/13/2010
	WRITTEN/SUBMITTED BY: Robin R. Wilson/Bill Pfannenstiel	DATE: 9/7/2010

CITY OF YUMA

**BID SUMMARY
 BID NO 2010000464
 Figueroa WPCF Digester Improvements**

	Haydon Building Corp Phoenix, AZ	Currier Construction Inc. Phoenix, AZ	Technology Construction Prescott, AZ
Bid Items 1-4	\$2,747,100.00	\$3,049,615.00	\$3,175,000.00
10% Contingency	\$274,710.00	\$304,961.50	\$317,500.00
TOTAL BID	\$3,021,810.00	\$3,354,576.50	\$3,492,500.00
	R		
	Bodell Construction Co Salt Lake City, UT	Gantry Constructors, Inc. Clarkdale, AZ	PCL Construction, Inc. Tempe, AZ
Bid Items 1-4	\$3,310,400.00	\$3,235,000.00	\$3,340,487.00
10% Contingency	\$331,040.00	\$323,500.00	\$334,048.70
TOTAL BID	\$3,641,440.00	\$3,558,500.00	\$3,674,535.70
	City Wide Contracting, LLC Phoenix, AZ		
Bid Items 1-4	\$4,051,953.00		
10% Contingency	\$405,195.30		
TOTAL BID	\$4,457,148.30		

R=Recommended Bidder



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: Police

DIVISION: Patrol

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

TITLE:
 Agreement: Arizona Department of Homeland Security

SUMMARY RECOMMENDATION:
 Authorize City Administrator to enter into an agreement between the Arizona Department of Homeland Security and Yuma Police Department for reimbursement of funds expended for overtime and mileage in support of Operation Stonegarden.

REPORT:
 The Operation Stonegarden Program (OSGP) is a collaborative operational agreement between the Yuma Police Department and the United States Border Patrol (U.S.B.P.) Yuma Sector. The focus of OSPG is to support the U.S.B.P. efforts to enhance border security through the interdiction of illegal activity.

The Yuma Police Department was one of numerous recipients of funds in fiscal years 2008 and 2009, and received funding for both overtime and equipment. Statewide, however, not all funds were expended for Federal FY 2008, and those funds are now being reallocated.

This agreement allows for the reimbursement of funds expended for overtime in the amount of \$176,500.00, and for mileage in the amount of \$21,000.00 for the period from August 1, 2010 through March 31, 2011. OSPG funds cannot supplant normal operations or funding.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$197,500.00
	STATE FUNDS:	\$197,500.00	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:	\$197,500.00		
	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	9/21/2010
	REVIEWED BY CITY ATTORNEY:	DATE:
	Steven W. Moore	9/21/2010
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
Jerry Geier	9/13/2010	
WRITTEN/SUBMITTED BY:	DATE:	
Randall Chapman/Janet Udart	9/13/2010	

**SUBGRANTEE AGREEMENT
Personnel Overtime and Mileage Reimbursement**

08-AZDOHS-OSGP- 444427-04

Between

**The Arizona Department of Homeland Security
And**

City of Yuma Police Department

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

City of Yuma Police Department (sub-recipient) 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 sub-recipient's role in administering Operation Stonegarden Program (OSGP) grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **August 1, 2010** and shall terminate on **March 31, 2011**

III. DESCRIPTION OF SERVICES

The sub-recipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**Operation Stonegarden Program**" and funded at **\$197,500** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$197,500** to the sub-recipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the sub-recipient 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 sub-recipient. A listing of acceptable documentation can be found at www.azdohs.gov. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the sub-recipient 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 for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the sub-recipient shall be for only the amount of dollars actually spent by the sub-recipient. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the sub-recipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT

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

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 sub-recipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the sub-recipient expends more than \$500,000 from federal awards. If the sub-recipient has expended more than \$500,000 in federal dollars, a copy of the sub-recipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The sub-recipient must comply with the 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 http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments, formerly OMB at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.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 <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c) 44 CFR part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments (formerly OMB Circular A-102 at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20 Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System 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.

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

NIMSCAST

The sub-recipient agrees to complete the National Incident Management Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The sub-grantee must comply with Environmental Planning and Historic Preservation, in accordance with DHS Information Bulletin (IB) dated December 5, 2007.

Individual Consultants (Not applicable under OSGP)

Billings for consultants who are individuals 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. Individual consultant costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the sub-grantee and 44 CFR Chapter 1 Part 13 and should not exceed the maximum of \$450.00 per day unless prior written approval is granted by the AZDOHS.

Personnel and Travel Costs (Travel Costs not applicable under OSGP)

Personnel and Travel costs must be consistent with the sub-recipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the sub-recipient's policies exceed the state rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az.us>.

Non-Supplanting Agreement

The sub-recipient 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 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Property Control

Effective control and accountability must be maintained for all property. The sub-recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The sub-recipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this subpart have the following meaning (See also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Subpart 114S-60.4 Classification of Property).

- a) Nonexpendable: 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 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

- b) **Property Control Record Form:** At the time when the final request for reimbursement is submitted, the sub-recipient must file with the AZDOHS a copy of their Property Control Record Form listing all such capital property acquired with grant funds. The sub-recipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) **Use and Disposition:** Equipment shall be used by the sub-recipient 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. When use of the property for project activities is discontinued, the sub-recipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

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 list and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

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

The sub-recipient 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 sub-recipient shall include:

- a) Quarterly 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)

The final programmatic report as submitted shall be marked FINAL.

a) Financial Reimbursements

1. The sub-recipient shall provide as frequently as monthly but no less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Cover Sheet template provided on line at the AZDOHS website, www.azdohs.gov. The sub-recipient shall submit a final reimbursement for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) 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.

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

XI. ASSIGNMENT AND DELEGATION

The sub-recipient 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 sub-recipient and the AZDOHS.

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

The sub-recipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, Code of Federal Regulations, DHS guidance and DHS Program Guide.

The sub-recipient agrees and understand that no subcontract that the sub-recipient enters into with respect to performance under this Agreement shall in any way relieve the sub-recipient of any responsibilities for performance if its duties. The sub-recipient 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 sub-recipient by any subcontractor or vendor which in the opinion of the sub-recipient may result in litigation related in any way to the Agreement with the AZDOHS.

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 either party 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 sub-recipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the sub-recipient give a written assurance of intent to perform. Failure by the sub-recipient 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 sub-recipient, 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 sub-recipient 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 sub-recipient 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 sub-recipient 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 sub-recipient 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 Section X Reporting Requirements of this Agreement; provided, however, that 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. The sub-recipient agrees to execute any such amendment within ten (10) business days of its receipt. 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 sub-recipient 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 sub-recipient, 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 sub-recipient shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

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

"This project was supported by Federal Grant CFDA 97.075 awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security."

The sub-recipient 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 sub-grantees or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-recipient.

The AZDOHS and the sub-recipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the sub-recipient 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 sub-recipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXXIII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend 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.

XXXIV. CONFIDENTIALITY OF SUBGRANTEE 'S INFORMATION

The sub-recipient acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the sub-recipient consent, and sub-recipient consents to a total and complete waiver of confidentiality. In waiving confidentiality, sub-recipient understands and consents to disclosure of any information submitted to the AZDOHS that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the sub-recipient or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the sub-recipient 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 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 sub-recipient 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 sub-recipient.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXVII. 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.

XXXVIII. 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.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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 and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

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

The sub-recipient shall address all programmatic notices relative to this Agreement to the appropriate Regional Strategic Planner; contact information at www.azdohs.gov.

The sub-recipient shall submit reimbursement requests relative to this Agreement to the appropriate Regional Finance Specialist; contact information at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Lt. Claudia Leyva
City of Yuma Police Department
1500 S. First Avenue
Yuma, AZ 85364

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Yuma

Gregory K. Wilkinson
City Administrator

Steven W. Moore
City Attorney

Lynda L. Bushong
City Clerk

Date

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

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: September 29, 2010

DEPARTMENT: City Administration

DIVISION: Yuma Crossing National Heritage Area

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

TITLE:
Operating Agreement Amendment: Yuma Crossing National Heritage Area Corporation

SUMMARY RECOMMENDATION:
Amend the insurance requirements of the Yuma Territorial Prison State Historic Park Operating Agreement to conform to the requirements contained within the Intergovernmental Agreement between Arizona State Parks and the City of Yuma

REPORT:
In the Intergovernmental Agreement (IGA), dated April 8, 2010, between Arizona State Parks and the City of Yuma, the City of Yuma must require its subcontractors to carry the following insurance coverage:

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

In the subsequent Operating Agreement between the City of Yuma and the Yuma Crossing National Heritage Area Corporation, the City of Yuma required that the Yuma Crossing National Heritage Area assume all obligations of the IGA, including the liability insurance requirements.

The Operating Agreement, dated April 21, 2010, however, references both the IGA insurance requirements and includes a separate insurance requirement for \$2,000,000 **per occurrence**. The Heritage Area has provided the level of insurance required by the IGA, but is unable to afford the added coverage. This action modifies the Operating Agreement to conform to the IGA insurance requirements.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: No fiscal impact to the City of Yuma			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Gregory K. Wilkinson		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Charles Flynn		9/1/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Ali Beichler		9/1/2010		

AMENDMENT TO AGREEMENT

THIS Amendment to the Operating Agreement, by and between the CITY OF YUMA, a municipal corporation of the State of Arizona, hereinafter called CITY, and YUMA CROSSING NATIONAL HERITAGE AREA CORPORATION, hereinafter called YUMA HERITAGE;

WHEREAS, Arizona State Parks owns and operates the Yuma Territorial Prison State Historic Park, hereinafter called PARK;

WHEREAS, due to state budget deficits, Arizona State Parks planned to close the PARK;

WHEREAS, CITY wished to avoid that closure, and entered into an Intergovernmental Agreement (IGA), dated April 21, 2010, with Arizona State Parks to operate the PARK;

WHEREAS, CITY had no funding to operate the PARK, and YUMA HERITAGE, under an agreement with the City, dated April 21, 2010, agreed to meet all requirements of the CITY stated in the IGA;

WHEREAS, insurance requirements contained within the Agreement between CITY and YUMA HERITAGE need to be modified to conform with the insurance requirements contained within the IGA between CITY and Arizona State Parks;

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

I. The Agreement is amended by replacing Section VI (Insurance) as follows in its entirety:

VI. INSURANCE:

YUMA HERITAGE shall, at YUMA HERITAGE's expense, secure and maintain during the term of this Agreement all insurances required in Exhibit A of the IGA between CITY and Arizona State Parks, including, but not limited to, commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than \$1,000,000.00 per occurrence, with a General Aggregate of \$2,000,000 and shall be primary to any other coverage available to the CITY. The CITY and Arizona State Parks shall be named as additional insureds, and certificates of insurance with endorsements for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies are canceled by the insurance company or YUMA HERITAGE during the term of this Agreement, YUMA HERITAGE

and insurance company shall provide thirty (30) days written notice prior to the effective date of such cancellation or termination to the CITY. Failure to maintain insurance may be considered a material breach of this Agreement.

CITY shall include the PARK on its general property and liability policies, but YUMA HERITAGE shall be responsible for the \$1,000,000 per occurrence and the initial \$2,000,000.00 of aggregate commercial general liability coverage.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
this _____ day of _____, 2010.

CITY OF YUMA
a Municipal Corporation

YUMA CROSSING NATIONAL
HERITAGE AREA CORPORATION, INC.,
an Arizona non-profit corporation

Gregory K. Wilkinson
City Administrator

Patricia Ware
Vice Chairperson

ATTEST:

APPROVED AS TO FORM:

Lynda L. Bushong
City Clerk

Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: City Administration

DIVISION: Yuma Crossing National Heritage Area

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

TITLE:
Subrecipient Agreement: Yuma Crossing National Heritage Area

SUMMARY RECOMMENDATION:

Approve an agreement with the Yuma Crossing National Heritage Area to implement a grant total of \$2,000,000.00 from the Bureau of Reclamation for enhancement and maintenance of the North and South Channel projects and restoration of the main stem of the Colorado River within the Yuma East Wetlands.

REPORT:

Over the past nine (9) years, the Yuma Crossing National Heritage Area Corporation has undertaken over 500 acres of revegetation and restoration in the Yuma East Wetlands. In the process, the staff has developed expertise in securing and complying with permits, wetlands restoration planning, and carrying out on-the-ground restoration activities. The Heritage Area has also directly secured sizeable grants from other federal and state sources. The Heritage Area holds the 404 Clean Water Act permit to undertake restoration activities within the Yuma East Wetlands. It also works closely with the Quechan Indian Tribe and has a Cooperative Agreement with the Tribe to undertake restoration on Quechan land within the Yuma East Wetlands.

Funding comes from the FY2010 Reclamation grant to the City of \$2,000,000.00. That agreement was approved by the City Council on September 15, 2010. The scope of work includes the enhancement and maintenance of the North and South Channel Projects. With the North Channel and the 21-acre Arizona Game and Fish projects now planted, a major focus will be the clearing and restoration of the main stem of the Colorado River on both sides of the river. The East Wetlands has completed the full restoration of 500 acres of riparian and wetlands are on both sides of the Colorado River from Ocean-to-Ocean Bridge to the 2E alignment. All work will be done on a reimbursable basis from the grant funds only.

The Sub-Recipient Agreement provides that all work and quarterly reporting requirements in the agreement between the Bureau of Reclamation and the City be passed to the Yuma Crossing National Heritage Area. No local match is required.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$2,000,000.00	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:	\$2,000,000.00		
	FISCAL IMPACT STATEMENT: There is no fiscal impact to the City of Yuma. No City funds or budget required.			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. United States Department of the Interior Bureau of Reclamation 2. Assistance Agreement, Agreement Number R10AP34006. 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		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Charles W. Flynn		9/1/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Ali Beichler		9/1/2010		

**CITY OF YUMA
BUREAU OF RECLAMATION
YUMA EAST WETLANDS
NORTH AND SOUTH CHANNEL MAINTENANCE
AND
BANKLINE ENHANCEMENT

SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, (“AGREEMENT”) is entered into between the **CITY OF YUMA**, a municipal corporation, ("CITY") and **YUMA CROSSING NATIONAL HERITAGE AREA CORPORATION**, an Arizona nonprofit corporation, ("SUBRECIPIENT").

RECITALS

The CITY is a recipient of, and has entered into an agreement to receive, a FY2010 grant for \$2,000,000.00, the Grant Agreement Between Bureau of Reclamation and City of Yuma, Arizona for Yuma East Wetlands North and South Channel Maintenance and Bankline Enhancement, for the maintenance and bankline enhancement of the North and South Channel projects in the Yuma East Wetlands from the United States Department of Interior, Bureau of Reclamation (“2010 Reclamation Grant Agreement”).

The SUBRECIPIENT is a nonprofit corporation qualified to undertake wetlands restoration activities required under the grant. SUBRECIPIENT has the necessary expertise, skills, and experience; has secured the required Clean Water Act permits from the U.S Army Corps of Engineers.

The CITY wishes to engage the SUBRECIPIENT to assist in providing grant eligible services to complete the North and South Channel projects as one integrated project;

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

AGREEMENT

1.0 AGREEMENT DOCUMENTS

This AGREEMENT consists of this document and all attachments, exhibits, addenda, or other documents referenced. It may also include future amendments.

2.0 WORK SCOPE

In accordance with the provisions of 43 CFR Part 12 (“Administrative and Audit Requirements and Cost Principles for Assistance Programs”) and the terms of this AGREEMENT, the SUBRECIPIENT agrees to complete the Project described in **Exhibit**

A: Statement of Work (" Project")

3.0 COMPENSATION

3.1 AGREEMENT Amount: The CITY will provide pass-through funding from the Reclamation grant in an amount not to exceed **\$2,000,000.00** for the performance and completion of all work under this AGREEMENT. Payment is contingent on SUBRECIPIENT's compliance with the terms of this AGREEMENT and the availability of funds.

3.2 Method of Payment: The CITY will reimburse the SUBRECIPIENT for authorized expenditure in the amounts and increments approved by the CITY for various phases of work upon submission of a proper request for payment accompanied by supporting documentation. The SUBRECIPIENT may not request disbursement of funds until funds are needed for payment of eligible costs. Requests must be limited to the actual amount needed.

The final request for payment must be submitted thirty (30) days before expiration of the AGREEMENT. Funds must be expended within the time periods established by the grant requirements.

3.3 Program Income: Management of program income (PI) must conform to the requirements under 43 CFR 12.65.

3.4 Close-Out: SUBRECIPIENT will conform to requirements under 43 CFR 12.971

4.0 SUBRECIPIENT'S OBLIGATIONS

4.1 The SUBRECIPIENT and the PROJECT must meet all applicable requirements of the 2010 Reclamation Grant Agreement and this AGREEMENT.

4.2 The SUBRECIPIENT shall secure all necessary environmental permits and meet all requirements under its 404 Clean Water Act Permit and as required under the grant.

5.0 CITY'S OBLIGATIONS

5.1 The CITY will disburse the pass-through fund in a timely manner under the terms of this AGREEMENT.

5.2 The CITY will provide technical assistance to aid the SUBRECIPIENT in complying with federal provisions governing the use of grant funds.

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

6.0 AGREEMENT DURATION

The term of this AGREEMENT **begins on September 29, 2010** and **ends on December 31 2012**. Any extension of this term must be by written consent of the parties. Extensions are governed by the terms of this AGREEMENT.

7.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

Under 43 CFR 12, the SUBRECIPIENT must maintain and submit to the CITY upon request for a period of three (3) years, the following records, and reports:

- 7.1 Submission of quarterly progress reports, as required by the Bureau of Reclamation;
- 7.2 Compliance with Financial Reporting requirements, as set forth in 43 CFR 12.81;
- 7.3 Compliance with audit requirements, as set forth in 43 CFR 12.66;

8.0 CONDITIONS

- 8.1 Acknowledgements: SUBRECIPIENT must acknowledge the role of RECLAMATION and the City of Yuma in providing services through this AGREEMENT. **All activities, facilities, and items utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.**
 - A. No reports, maps or other documents produced in whole or in part under this AGREEMENT shall be the subject of any application for copyright by or on behalf of the SUBRECIPIENT or by any employee of the SUBRECIPIENT. The SUBRECIPIENT shall advise the CITY or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this AGREEMENT, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.

- B. The CITY may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this AGREEMENT,

9.0 TERMINATION

- 9.1 Termination: This AGREEMENT may be terminated by the following:
 - A. Under 43 CFR 12.84, both parties may terminate the AGREEMENT for convenience. The parties must agree upon the termination conditions and effective date of termination. The party terminating must notify the other party in writing with the reasons for termination.
 - B. The CITY may suspend or terminate the AGREEMENT in accordance with the Termination provisions, as set forth in 43 CFR 12.961.
- 9.2 Compliance With Law: The SUBRECIPIENT must comply with all federal, state, and local laws and ordinances applicable to its performance under this AGREEMENT.
- 9.3 Attorney Fees and Costs: If either party brings an action or proceeding for failure to observe any of the terms or provisions of this AGREEMENT, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 9.4 Arbitration: If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this AGREEMENT.
- 9.5 Remedies: If either party breaches or defaults on this AGREEMENT, the other party is entitled to exercise all available legal and equitable rights and remedies.

10.0 INSURANCE/BOND REQUIREMENTS

- 10.1 Insurance: Prior to the receipt of any funds, the SUBRECIPIENT must provide the CITY with certificates of insurance as stated in **Exhibit A: Insurance**.
- 10.2 Indemnification: The SUBRECIPIENT must defend and indemnify the CITY, its agents and employees, against all claims, damages, losses, and expenses resulting from the SUBRECIPIENT's negligent or intentional acts,

mistakes, or omissions in performance of this AGREEMENT.

11.0 GENERAL PROVISIONS

Communication and details concerning this AGREEMENT shall be directed to the following:

CITY:	THE CITY OF YUMA	SUBRECIPIENT:	YUMA CROSSING NATIONAL HERITAGE AREA CORPORATION
	Wendy Wrenn		Charles W. Flynn
(Title)	Accounting Manager	(Title)	Executive Director
(Address)	Department of Finance One City Plaza, P. O. Box 13013 Wendy.Wrenn@YumaAz.gov	(Address)	180 W. 1 st Street, Suite E Yuma, Az. 85365 Charles.Flynn@YumaAz.gov
(City/State/Zip)	Yuma, AZ 85366-3013	(City/State/Zip)	Yuma, AZ 85364
(Telephone)	928-373-5085	(Telephone)	928-373-5192
(Fax Number)	928-373-5084	(Fax Number)	928-373-5191

- 11.1 Successor and Assigns: This AGREEMENT is not assignable unless both parties mutually consent otherwise in writing. The requirements of this AGREEMENT are binding upon the heirs, executors, administrators, successors, and assigns of both parties.
- 11.2 Governing Law: The laws of the State of Arizona govern this AGREEMENT as to validity, interpretation, and performance.
- 11.3 Waiver: If either party fails to require the other party to perform any provision of this AGREEMENT, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this AGREEMENT if the other party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the party waiving.
- 11.4 Severability: If any terms, parts, or provisions of the AGREEMENT documents are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
- 11.5 Integration: The AGREEMENT documents contain the entire AGREEMENT between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this AGREEMENT are valid or binding. All modifications to this AGREEMENT must be in writing, signed and endorsed by the parties.

- 11.6 No Partnership: Nothing in this AGREEMENT constitutes a partnership or joint venture between the parties and neither party is the principal nor agent of the other.
- 11.7 Independent Contractor: SUBRECIPIENT is an independent contractor.
- 11.8 Venue: The parties must institute and maintain any legal actions or other judicial proceedings arising from this AGREEMENT in Superior Court of Yuma County, Arizona.
- 11.9 Authority: The CITY and SUBRECIPIENT warrant that each party has full power and authority to enter into and perform this AGREEMENT in accordance with its terms, and that the individual executing this AGREEMENT is authorized to do so.
- 11.10 Further Documents and Acts: The CITY and the SUBRECIPIENT will execute and deliver all necessary documents and perform all acts reasonably requested by the other party or by an escrow agent if required to consummate the sale transaction, construction work, or other activities described in this AGREEMENT.

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

DATED this _____ day of _____, 2010

CITY OF YUMA, INC.

YUMA CROSSING NATIONAL
HERITAGE AREA CORPORATION

Gregory K. Wilkinson
City Administrator

Patricia Ware
Vice-Chairman

ATTEST:

APPROVED AS TO FORM;

Lynda L. Bushong
City Clerk

Steven W. Moore
City Attorney

Subrecipient Agreement Exhibits

A. Statement of Work

1. Program Description
2. Schedule of Activities
3. Budget
4. Special Conditions/Reporting Requirements

B. Insurance

General Liability Insurance
\$1,000,000.00 each occurrence
\$1,000,000.00 personal & advertising injury
\$300,000.00 damage to rented premises
\$2,000,000.00 general aggregate

Auto Liability Insurance
\$1,000,000.00 combined single limit

Workers Compensation Insurance
State statute limits

All required insurance policies, except Workers' Compensation, must name and endorse the City, its agents and employees, as additional insured, and must specify that the insurance is primary insurance. Any insurance carried by the CITY, its agents or employees, is excess coverage, and not contributory coverage to that provided by SUBRECIPIENT.

**EXHIBIT A
STATEMENT OF WORK**

1. PROGRAM/PROJECT/ACTIVITY DESCRIPTION

The program of work involves three components, as set forth in the attached FY2010 Reclamation funding Yuma East Wetlands Scope of Work.

2. SCHEDULE OF ACTIVITIES

The SUBRECIPIENT agrees to submit to the CITY, within thirty (30) days of the effective date of the SUBRECIPIENT AGREEMENT, a Schedule of Activities to include projected milestones and deadlines for accomplishment of the activities. The schedule provides an essential role in the grant management system.

3. BUDGET

The CITY shall fund **YUMA CROSSING NATIONAL HERITAGE AREA CORPORATION** with **\$2,000,000.00** received by the City under the 2010 Reclamation Grant Agreement and no other City funds to maintain and enhance the bankline within the Yuma East Wetlands North Channel and South Channel projects. The SUBRECIPIENT will submit to the CITY, within thirty (30) days of the effective date of the SUBRECIPIENT AGREEMENT, a Project Budget.

4. REPORTING REQUIREMENTS

The SUBRECIPIENT agrees to provide the quarterly progress and financial reports in a timely manner, as required by the 2010 Reclamation Grant Agreement and this Agreement.

5. PAYMENT PROCEDURES

It is expressly agreed and understood by the parties that the total amount to be paid to the SUBRECIPIENT under this AGREEMENT by the Grantee shall not exceed **\$2,000,000.00**. All payments shall be on a reimbursement basis and Grantee shall pay SUBRECIPIENT within 30 (thirty) days of a payment request with complete, acceptable documentation.

**FY10 APPROPRIATION
YUMA EAST WETLANDS
SCOPE OF WORK**

Per the Yuma East Wetlands Plan and the Plan for the Yuma Crossing National Heritage Area, this appropriation will be used to maintain and enhance the North and South Channel Projects under the existing agreements with Reclamation as well as to expand bank line clearing and restoration on both sides of the Colorado River.

This statement of work is divided into three sections. The first section relates to ongoing maintenance, weeding, replanting, irrigation, monitoring, research, and administration of the extensive restored acreage in the North and South Channel project areas. The second and third sections relate to a major expansion of bank line restoration of both the North and South sides of the Colorado River main channel. The results of the bank line clearing and restoration in the prior year's scope of work yielded very positive results and merits additional work. All work will be done on a reimbursable basis.

THE TOTAL BUDGET IS \$2,000,000.00

SOUTH AND NORTH CHANNEL PROJECT MAINTENANCE AND ENHANCEMENT

Channel Revegetation Activities, Replanting, and Maintenance - This activity includes, but is not limited to, to all USACOE required planting, seeding, and maintenance of the channel, side channels, adjacent restored areas, and spoils areas, and intensive weed maintenance. The total restored acreage on the south side is now 106 acres and will reach 130 acres in 2008. **(\$411,750.00)**

Reference YCNHA FY2010 BOR Grant Budget

<i>Weed Maintenance</i>	<i>\$267,900.00</i>
<i>Labor Crews</i>	<i>\$113,850.00</i>
<i>Road Improvement</i>	<i>\$15,000.00</i>
<i>AZGFD Overlook</i>	<i>\$15,000.00</i>

Irrigation Maintenance - In 2010, over 200 acres of revegetation will continue to be dependent on drip and spray irrigation systems until the trees reach the water table and become self-sustaining. Careful operation and maintenance of these systems is crucial in such arid conditions. In addition, over 100 acres are being irrigated through agricultural-style flood irrigation. **(\$268,060.00)**

Reference YCNHA FY2010 BOR Grant Budget

<i>Drip Irrigation</i>	<i>\$168,300.00</i>
<i>Flood Irrigation</i>	<i>\$94,760.00</i>
<i>Fuel</i>	<i>\$5,000.00</i>

Revegetation Monitoring and Endangered Species Surveys- Contractual Activity - This is a required activity per the approved USACOE 404 Permit and includes, but is not limited to, annual endangered species surveys and reports, field measurements, filing annual reports with USACOE. This activity will encompass the entire project area. **(\$110,935.10)**

Reference YCNHA FY2010 BOR Grant Budget

<i>Revegetation</i>	<i>\$75,000.00</i>
<i>ESA Survey</i>	<i>\$35,935.10</i>

Wildlife Research- With the completion of over 350 acres of restoration, it is worthwhile to extend research to beyond what is simply required as part of the 404 Permit and various grants. This research will include such areas as invertebrates, non-endangered birds, and vegetation cover. What will be measured and assessed is the overall impact of the restoration on the project area. **(\$65,527.28)**

Yuma East Wetlands Restoration Workshop - This activity has become necessary with the increasing interest in the success of the Yuma East Wetlands project. The workshop will provide information on the restoration techniques employed in the Yuma East Wetlands, recent research results, geomorphology, and bioengineering. Workshop will include in-the-field work. The workshop is intended to advance restoration on the Lower Colorado River through information transfer. **(\$34,045.25)**

Overall YEW Project Coordination for South and North Channel Maintenance and Enhancement Project and US Army Corps of Engineers Documentation – Contractual Activity - This activity includes, but is not limited to, all surveys, “as-built” documentation, construction coordination and oversight and other USACOE documentation. **(\$132,516.67)**

Staff Support and Overall Project Coordination by the Yuma Crossing National Heritage Area - This activity involves the coordination and oversight of all design and construction contractors, management of the 404 permit, grant reporting, accounting, auditing and tracking matching grant obligations. **(\$165,000.00)**

NORTH BANKLINE CLEARING AND RESTORATION

Bank Line Clearing, Revegetation, and Stabilization- Based on promising results of prior year efforts, there will be a major expansion of removing non-native vegetation on the main stem of the Colorado River, continuing suppression of non-native vegetation, planting of native grasses and trees, and ongoing maintenance of the bank line. **(\$207,132.37)**

Project Coordination for North Bankline Clearing and Restoration Project and US Army Corps of Engineers Documentation – Contractual Activity - This activity includes, but is not limited to, all surveys, “as-built” documentation, construction coordination and oversight and other USACOE documentation. **(\$34,516.67)**

SOUTH BANK LINE CLEARING AND RESTORATION

Bank Line Clearing, Revegetation, and Stabilization- Based on promising results of prior year efforts, there will be a major expansion of removing non-native vegetation on the main stem of the Colorado River, continuing suppression of non-native vegetation, planting of native grasses and trees, and ongoing maintenance of the bank line. **(\$485,000.00)**

Reference YCNHA FY2010 BOR Grant Budget

Southside (Eastern Section) \$285,000.00

Southside (Western Section) \$200,000.00

Project Coordination for South Bank Line Clearing and Restoration Project and US Army Corps of Engineers Documentation – Contractual Activity - This activity includes, but is not limited to, all surveys, “as-built” documentation, construction coordination and oversight and other USACOE documentation. **(\$85,516.66)**

FISCAL REQUIREMENTS	CITY FUNDS: \$977,286.56	BUDGETED: \$1,000,000.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:
	TOTAL: \$977,286.56	FY 2010 C.I.P. No. 7.8802, et al
	FISCAL IMPACT STATEMENT: Funds are included in the FY 2011 Capital Improvement Budget for this project under C.I.P. #7.8802 - 5th Avenue Watermain-8th Street to 16th Street and C.I.P. #8.0100 - 5th Avenue Sewerline Replacement.	
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: Jack McArthur for Gregory K. Wilkinson	DATE: 9/7/2010
	REVIEWED BY CITY ATTORNEY: Steven W. Moore	DATE: 9/7/2010
	RECOMMENDED BY (DEPT/DIV HEAD): Pat Wicks	DATE: 8/27/2010
	WRITTEN/SUBMITTED BY: Bill Pfannenstiel	DATE: 8/26/2010

**BID SUMMARY
 BID NO 2010000440**

New 12" Watermain & Pavement Replacement: 5th Avenue from 8th Street to 16th Street

	DPE Construction, Inc. Yuma, AZ	Cemex Construction Materials South, LLC Yuma, AZ	Yuma Valley Contractors Yuma, AZ
Bid Items 1-62	\$930,749.10	\$972,534.59	\$976,752.88
5% Contingency	\$46,537.46	\$48,626.73	\$48,837.64
TOTAL BID	\$977,286.56	\$1,021,161.32	\$1,025,590.52
	R		
	B T Z Inc. dba Zellers Yuma, AZ	Hall Brothers Excavation LLC Yuma, AZ	Sellers & Sons Inc. Buckeye, AZ
Bid Items 1-62	\$984,315.75	\$1,250,481.09	\$1,475,381.70
5% Contingency	\$49,215.79	\$62,524.05	\$73,769.09
TOTAL BID	\$1,033,531.54	\$1,313,005.14	\$1,549,150.79
	Blucor Contracting Inc. Queen Creek, AZ	GN Construction Co., Inc. Tucson, AZ	
Bid Items 1-62	\$1,657,171.12	\$2,475,539.32	
5% Contingency	\$82,858.56	\$123,776.97	
TOTAL BID	\$1,740,029.68	\$2,599,316.29	

R = Recommended Bidder



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: City Attorney

DIVISION:

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

TITLE:
Industrial Development Authority Bonds: Excel Group, Inc.

SUMMARY RECOMMENDATION:

Approval for the Industrial Development Authority (Authority) to issue bond(s) to The Excel Group, Inc., d.b.a Yuma W.O.R.C Center (Excel), for the purpose of refunding a prior bond issue for the construction of an in-patient mental health facility and other related facilities within the City of Yuma, for performing upgrades and maintenance on the facilities, and paying for associated costs.

REPORT:

The Authority of the City of Yuma is an Arizona non-profit corporation designated as a political subdivision of the State of Arizona. The Authority is empowered under the Industrial Development Financing Act, A.R.S. § 35-701 et sec., to issue tax-exempt bonds for the purposes stated in the act, including financing or refinancing qualified projects, as defined in A.R.S § 35-701(8), including the acquisition, construction, improvement or equipping of a project.

Excel is an Arizona non-profit corporation (IRS 501 (c)(3) tax-exempt) engaged in providing behavioral health care services and employment services to the disabled within the Yuma and La Paz communities for almost 50 years. In 2002, the Industrial Development Authority of Yuma County issued its Series 2002 bonds for the purpose of constructing and equipping children’s in-patient mental health care facilities within the City of Yuma. The facilities consist of a 24-bed in-patient children’s psychiatric/mental treatment and an 8-bed “step down” unit with a children’s outpatient and physical health clinic and other related facilities. Excel owns and leases the facilities to health care providers within the Yuma community.

Excel has asked the Authority to issue its Series 2010 revenue bond(s) for the purposes of refinancing the outstanding balance of the earlier bond, paying for facility upgrades including, but not limited to upgrading the HVAC system, parking lot improvements, lighting improvements, phone system improvements, and improvements to make the buildings more energy efficient, plus costs associated therewith, in an amount not to exceed \$2,600,000. (See Exhibit 1 attached.) Refinancing of the 2002 bonds and the payment for the facility upgrades and improvements and the cost associated therewith for these state purposes is a project under the Arizona Statutes. The bonds will be repaid using lease payments collected from the tenants of the facilities. The term of the bond is for five years.

The bond(s) will not be an obligation of the City of Yuma.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$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. The Industrial Development Authority Resolution No. 2010-01 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		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Steven W. Moore		8/30/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Connie Scoggins		8/30/2010		

EXCEL GROUP Inc. Yuma
 Budget for 2010 City of Yuma IDA \$2.6million

Description	Amount	
Refinance of existing debt currently held at another Financial Institution for the 2002 Yuma County Bond Issue. Buildings including 3180 E. 40 th St. 3220 E. 40 th St. 3250 E. 40 th St.	\$1,600,000	
Heating, cooling and ventilating upgrades: programmable controls, duct work , load balancing for new partitioning and more efficient units. Totaling 65,622 sq. ft.	\$360,000	
Remetering the buildings for utilities.	\$64,000	
Parking lot improvements	\$50,000	
Interior space changes to accommodate the move of the shredder to main building.	\$25,000	
Bond fees:	\$50,000	
Roof @ 2.00 sq. ft [energy efficient coatings]	\$131,000	
Lighting improvements: [T8 , occupancy sensors, task lighting	\$50,000	
Windows: Low E, dual pane; weather stripping,	\$75,000	
Environmental Landscaping for erosion control, run-off	\$45,000	
Phone system upgrade including infrastructure	\$100,000	
ADA compliance upgrades	\$50,000	

RESOLUTION NO. R2010-52

A RESOLUTION GRANTING FINAL APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF YUMA, ARIZONA INDUSTRIAL DEVELOPMENT TAX-EXEMPT REVENUE BOND (EXCEL GROUP PROJECT), SERIES 2010, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,600,000 TO REFINANCE THE OUTSTANDING PRINCIPAL AMOUNT OF THE INDUSTRIAL DEVELOPMENT REVENUE BOND OF YUMA COUNTY, ARIZONA INDUSTRIAL DEVELOPMENT REVENUE BOND (THE EXCEL GROUP PROJECT), SERIES 2002 FOR THE EXCEL GROUP, INC. D/B/A YUMA W.O.R.C. CENTER AND TO PERFORM UPGRADES AND MAINTENANCE TO FACILITIES.

WHEREAS, The Industrial Development Authority of the City of Yuma, Arizona (the "Authority"), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§35-701 through 761 inclusive (the "Act"), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a "project" (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term "project" includes within its meaning any land, any building or other improvements, and all real and personal properties that are facilities owned or operated by a nonprofit organization described in Section 501(3) of the United States Internal Revenue Code of 1986; and

WHEREAS, The Excel Group, Inc., a duly organized and validly existing Arizona nonprofit corporation d/b/a Yuma W.O.R.C. Center (the "Borrower") and designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), has requested the Authority to issue its revenue bond for the following purposes (i) to refinance the outstanding principal amount of The Industrial Development Revenue Bond of Yuma County, Arizona Industrial Development Revenue Bond (THE EXCEL GROUP PROJECT), Series 2002 (the "Series 2002 Bonds"), the proceeds of which were loaned to the Borrower to refinance the construction and equipping of a facility consisting of a 24-bed inpatient children's psychiatric/mental treatment facility with an eight-bed step down unit, a children's outpatient and physical health clinic and other related facilities located at 3180 East 40th Street (aka E. County 12th Street) Yuma, Arizona 85364, 3220 East 40th Street, Yuma, Arizona 85364, and 3250 East 40th Street, Yuma, Arizona 85364 (collectively, the "Existing Facilities"); (ii) to finance improvements and extraordinary maintenance to the Existing Facilities and (iii) to finance certain costs and expenses incidental thereto (collectively, the "Project"); and

WHEREAS, the Authority held the public hearing after reasonable public notice as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, on September 29, 2010, and no material adverse comments were received in connection therewith; and

WHEREAS, the Authority, by Resolution No. 2010-01, duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on September 29, 2010, granted final approval to the issuance and sale of the Bond in aggregate principal amount not to exceed \$2,600,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bond is to be issued require the approval of this Council;

WHEREAS, approval of the Bond is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bond and is informed and advised regarding the Project and the Bond.

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

SECTION I. APPROVAL OF BOND. The issuance and sale by the Authority of the Bond in aggregate principal amount not to exceed \$2,600,000 is hereby approved, subject, however, to the same terms and conditions as contained in the Authority's Resolution No. 2010-01.

SECTION II. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bond is to be issued in aggregate principal amount not to exceed \$2,600,000 are hereby approved, subject, however, to all the terms and conditions contained in the Authority's Resolution No. 2010-01.

SECTION III. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the Bond is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

SECTION IV. CANCELLATION OF CONTRACT. Notice of Arizona Revised Statutes Section 38-511 is hereby given. The provisions of said statute are by this reference incorporated herein to the extent of their applicability to matters contained herein under the laws of the State of Arizona.

Adopted this _____ day of _____, 2010.

Alan L. Krieger
Mayor

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: September 29, 2010

DEPARTMENT: City Administration

DIVISION: City Clerk

- Motion
 Resolution
 Ordinance - Introduction
 Ordinance - Adoption
 Public Hearing

TITLE:
Approval of Election Board

SUMMARY RECOMMENDATION:

Approve the creation of an Election Board and appointment of Election Board Officers for the 2010 City of Yuma Special Election to be held in conjunction with the State-wide General Election on November 2, 2010.

REPORT:

Per Ordinance O2010-34 approved by City Council on July 7, 2010, the City of Yuma Special Election will be held on Tuesday, November 2, 2010. Pursuant to the City of Yuma Charter, Article IX, Section 1(a) and Arizona Revised Statute §9-825, the City Council is required to approve the creation of an Election Board and appoint Election Board Officers, commonly known as poll workers for the election.

Yuma County Election Services, through an Intergovernmental Agreement is recommending the attached list of poll workers who are qualified under State election laws.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:			DATE:
	Gregory K. Wilkinson			9/21/2010
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			9/21/2010
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Lynda Bushong			9/1/2010	
WRITTEN/SUBMITTED BY:			DATE:	

RESOLUTION NO. R2010-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, CREATING AND APPOINTING THE ELECTION BOARD TO SERVE AS A BOARD OF ELECTION AT THE CITY GENERAL/SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2010

WHEREAS, the Yuma City Charter, Article IX, Section 1(a) states the City Council may by ordinance or resolution, create boards and commissions; and,

WHEREAS, Arizona Revised Statute §9-825 requires at least ten days prior to an election the governing body shall appoint the appropriate election board, commonly known as poll workers; as provided in state law and,

WHEREAS, by means of Intergovernmental Agreement, Yuma County Election Services will provide a recommended list of poll workers for City Council's consideration; and,

WHEREAS, the City of Yuma General/Special Elections will be held November 2, 2010; and,

WHEREAS, it is necessary to create an Election Board and appoint individuals to serve as Election Board Officers for the City's General/Special Election.

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

SECTION 1. That the following named election officers are hereby appointed to serve as Board of Election for each of said Precincts, respectively, at the City of Yuma General/Special Elections on November 2, 2010:

Precinct 1: Yuma City Hall

Jerrie Lynn Lawhon
Beryl Gustin
Ruth D. Castro
Jerrie C. Murphy
Joyce Spaulding
Beatrice Morales
Janis Sudlow

Precinct 2: Martin Luther King Jr. Neighborhood Center

Janet May
Helen Dees
Eleanor Martinez
Eddie May
Isabel Pena
Jesus Guzman (minor/student)
Mario Guzman

Precinct 3: Immaculate Conception School (School Cafeteria)

Jean McCall
Elaine Green
Anna Stecker
Roberta Morgan
Mary Appell
Jacque Bivens

Precinct 4: Valley Baptist Church

Judy Yates
Ralph McQueen
Sara Maria R. Rojas
Barbara Schofield
Irene Demello
Dwylia Hamilton

**Precinct 5/27: Pecan Shadow
Apartments (Community Building)**

Abby Reynolds
Daianna Torres
Eleanor Tilley
Mary J. Stillings
Albert X. O'Connor, Jr.
Patrick Abedi
Isaiah Matlock
Elia Palencia
Casey Reynolds
Kenneth Gann, Jr.
Marc Lases
Elia Palencia (minor/student)
Miguel Guerrero (minor/student)

Precinct 6: Oasis Church

Geryl Lynn Ingram
Gerry Lundgren
Joan Wymer
Lupe Rodriguez
Gay Martin
Martha Gardner
Cheryl Farar
Cheryl Wright
Angela Snyder
Joanna Amador (minor/student)

**Precinct 7: Immanuel Southern Baptist
Church**

Rachel Crawford
Theodore Lott Vanatta
Dorothy Johnson
Ann Crawford
Arnold Schuma
Garnet Vanatta
Phyllis McGuire
Rose Stoddard

**Precinct 8: Sierra Vista Presbyterian
Church**

Tabrea Marley
Daniel Modeen
Rose Marie Boyland
Katrina Coleman
Araceli Ruiz
Korryn Aguila
Christina Boogren
Rebeckah E. Modeen (minor/student)

**Precinct 9: Trinity United Methodist
Church**

Joseph A. Lowndes
Robert LaBounty
Stella Lowndes
Aldo Beltran
Rachel Rangel
Samuel Elias
Daniel Elias (minor/student)

**Precinct 10/16: Yuma County Health
Department**

Joann Amavisca-Singh
Bertha Williams
June Blanchard
Louise A. Smith
Barbara Acosta
Norma Chavez
Rosemaire Rotella
Barbara Fregozo
Paul Castro
Phaedra Layton
Robbi White
Irma Garcia
Lukas Bergqvist

Precinct 11: Yuma Civic Center

Jamal A. Greene
Jose G. Beltran
Verna Oliver
Karen Walls
Erin Ballos
Ericka Guerrero
Patricia A. Weaver

**Precinct 12: Yuma Community Food
Bank**

Donna Horton
John Guerrero
Colleen Fry
Gerald Gotchie
Florence Sample
Anthony Guerrero
Bill Fry

Precinct 13/14: Yuma County Public Works

Marilyn Dance
Edwin Okiishi
John Dance
Jacinto J. Aguirre
Edith Okiishi
Richard Seale
Khristine Vance
Paula Backs
Richard Marquez
Kathleen K. Bickel
Barbara McAleese
Helen Marquez
Linda J. Morre
Mary Ellen Finch

Precinct 15: Gila Ridge High School

Veda Bishop
Alma Garcia
Thelma Paris
Donnet Villegas
Ronald Wilson
Patricia Wilson
Jaime Williams
Steven Werley

Precinct 21: Community Christian Church

Fernando Zacarias
Ella Naomi Kraai
Susan Jorgensen
Terri Jackson
Gary Kraai
Kimberly Harris

Precinct 22: Victory Community Church

Irma Franks
Patricia Lambert
Marvin Sitorius
Mary Ann Chroninger
Kayla Roberts
Michelle Rosenberg
Martha Combs

Precinct 23: Yuma East Clubhouse

Wayne L. Briggs
Marcella Sullenburger
Lola Briggs
Yolanda Garcia-Valdez
Terry Cinko
Javier Limon (minor/student)
Jack Caldwell

Precinct 24: Yuma County Foothills Library

Daniel Kooyer
Therese B. Koenig
Agnese Burnau
Shirley L. Wadsworth
Rachelle R. Taplin (minor/student)
Martin T. Herrera III
Nora C. Herrera
Darci Christina Peralta

Precinct 25: Foothills Assembly of God

Lynette S. Minear
Richard W. Parks
Marcha L. Parks
Carolyn Wilson
Janet Moon
Sherry Needham
Laura Rodriguez

Precinct 26: Desert Grace Community Church

Jean Hofacker
Ernestina Ybarra
Julie Jaegge
Anthony F. Conte
Linda J. McFarland
Richard Hofacker
Kani Bergqvist

Precinct 28: Crane Jr. High School

Perla Wicks
Jackie Ross
Samuel Wicks
Maria Gonzalez
Britain Fincher
Alicia Lewis
Armida S. Lopez

Precinct 32: Orange Grove School

Douglas L. Holbert
Sandra Brown
Irene Sharkey
Johana Rivera
Amanda Sharkey
Juan J. Nunez
Andy Nunez

Precinct 33: Yuma Mesa Irrigation and Drainage District

Drucilla Jacobson
Esther Fallis
Glennice Borgersen
Jeffrey L. Fallis
Nylene Sellers
Roxanne Staats
Angelica Martinez

Precinct 34: Gila Vista Jr. High School

Laura Rosario
Dora A. Baldelomar
Rita Chaidez
Terry Lynn Wadsworth
Volda Mork
Frances Otondo
Cynthia Beeson
Sandy Lalonde

Precinct 35: Centennial Middle School

Mary Hatman
Pauline Y. Weiland
Vicki Hilsinger
Mary Olea
Pat Franke
Lori Houck
Rose Gundy

Precinct 36/42: Camino Nuevo Church (formerly Generations)

Yaquelin Arias-Garcia
Robert Moon, Jr.
Wilma Replogle
Sonya Wilkenfeld
Melissa Juarez
Ruby Arias (minor/student)
Luis Acle, Jr.
John Franco
Carolyn Marquez
Teresa Mallett
Beryl Alexandra Lay

Precinct 37: St. Paul's Episcopal Church

Frances G. Martinez
Allyse Rust
Cindy Verdugo
Victoria Martinez_Rust
Dolores Arviso
Peter Paul Lechugo
Felipa Ortiz

Precinct 38: Ronald Reagan Elementary School

Sandra Leigh Liska
Michelle Jean Hockenbury
Phillip C. Pearson
Penny Lynn McGeschick
Patricia Jo Faulkner
Laura Acosta
Aaron Broy

Precinct 39: Yuma County Main Library

Robert Adams
Janell Hinsley
Celesta Harrison
Janice Dehaan
Gloria Castillo
Sylvia Parada
Sylvia K. Clayton
Tatianna N. Valdez (minor/student)

Precinct 40: First Church of the Nazarene

Constance L. Braun
Mark R. Helley
Barbara J. Romine
Mildred McEnvoy
Lisa Pickels
Karen Fayola Helley (minor/student)
Harolyn Brown Saunders

Precinct 41: Faith Lutheran Church

Judy LaBounty
Susan French
Rose Lee Crowe
Deborah Wilks
Gary Brown
Phyllis Wullenwebe
Ana Maria Waldo Bautista

Early Ballot Board(s)

Scott M. White
Dora Zavala
Beryl Gustin
Dudie White
Marsha Parks
Dolores Arviso

Jamal Greene
Verna Oliver
Karen Walls
Joann Amavisca-Singh
Rachel Crawford
Louise Smith

SECTION 2. That the Election Board Officer positions include Inspectors, Marshals, Judges and Clerks. Inspectors of the Precinct Boards shall be paid \$130.00 plus \$7.00 for attending the mandatory instruction class and the Marshals, Judges and Clerks shall be paid \$83.00 plus \$7.00 for attending the mandatory instruction class. Officers may also be paid \$7.00 for assistance of setting up. One election board officer will serve as the bilingual designee and shall be paid \$20.00 for those services.

SECTION 3. That individuals may be substituted, added or deleted to the list of Election Board Officers as outlined in Section 1, for the conduct of the 2010 General/Special Elections, as necessary.

Adopted this _____ day of _____, 2010.

APPROVED:

Alan L. Krieger
Mayor

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	September 29, 2010	<input type="checkbox"/> Motion
DEPARTMENT:	Community Development	<input checked="" type="checkbox"/> Resolution
DIVISION:	Community Planning	<input type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE:		
Development Agreement: Ocotillo Desert Development, L.L.C.		
SUMMARY RECOMMENDATION:		
Authorize a Development Agreement with Ocotillo Desert Development, L.L.C., for properties located at the northeast corner of Avenue 6E and 48 th Street.		
REPORT:		
<p>Ocotillo Desert Development, L.L.C., is the developer and owner of the Ocotillo Subdivision located at the northeast corner of Avenue 6E and 48th Street. The City approved Unit 4 of the Ocotillo Subdivision on April 5, 2006, and Unit 6 of the Ocotillo Subdivision on April 7, 2010. The proposed Development Agreement addresses the following items concerning Ocotillo Unit 4 and/or Ocotillo Unit 6:</p> <ol style="list-style-type: none"> 1. As a condition of approval of Unit 4 and Unit 6, the Developer/Owner is required to landscape certain areas in accordance with approved plans, and provide a three-year, non-refundable landscaping maintenance deposit for City maintenance of the landscaping within public parkways, open space areas and retention basins. The proposed Development Agreement permits Ocotillo Desert Development, L.L.C., to provide landscaping services and watering costs for the landscaping for the initial three-year period after acceptance of the subdivision infrastructure in lieu of paying a non-refundable maintenance deposit. The proposed Development Agreement does, however, require an acceptable form of landscaping maintenance assurance. 2. The Developer/Owner is requesting that modified front yard setbacks be allowed for specified lots in Ocotillo Subdivision Unit 6. The proposed Development Agreement provides such modified setbacks. 3. Installation of cluster mailboxes for new subdivisions has recently become a matter of concern. The development agreement requires the Developer/Owner to coordinate mail delivery receptacles (cluster boxes) and easements for placement, obtain both United States Postal Service and City approval of the location and type, and furnish and install the mailboxes at the approved location. <p>The attached resolution authorizes the proposed Development Agreement with Ocotillo Desert Development, L.L.C.</p>		

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		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Laurie Lineberry		9/15/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Bruce Heckman		9/15/2010		

RESOLUTION NO. R2010-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF REAL PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF AVENUE 6E AND 48TH STREET

WHEREAS, the City is authorized under Arizona Revised Statutes Section 9-500.05 to enter into development agreements with owners or developers of real property situated within corporate limits; and,

WHEREAS, the City adopted its General Plan in 2002, 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, Ocotillo Desert Development, L.L.C., is the Developer of Ocotillo Subdivision Unit 4 and Ocotillo Subdivision Unit 6; and,

WHEREAS, upon recordation of the final plat for Ocotillo Subdivision Unit 4, real property was dedicated to and accepted by the City of Yuma consisting of Avenue 6E rights-of-way and 46th Street rights-of-way, Retention Basin/Open Area 'A' and Retention Basin/Open Area 'B'; and,

WHEREAS, as a condition of approval of the subdivision plats for Ocotillo Unit 4 and Ocotillo Unit 6, the Developer is required to pay to the City a three-year non-refundable landscape maintenance deposit for the landscaping within the public parkways, open space areas and retention basins consisting of Avenue 6E rights-of-way and 46th Street rights-of-way, Retention Basin/Open Area 'A' and Retention Basin/Open Area 'B'; and,

WHEREAS, the Developer has requested that the City allow Ocotillo Desert Development, L.L.C., to provide landscaping maintenance, services and watering for the landscaping for a defined three-year period in lieu of paying a non-refundable maintenance deposit; and,

WHEREAS, the City recognizes the Developer's desire to provide landscaping services to promote the development of the Ocotillo Subdivision and the City's desire to reduce costs associated with new development; and,

WHEREAS, the Developer has requested that the City allow Ocotillo Desert Development, L.L.C., to modify the required setbacks for specified lots in Ocotillo Subdivision Unit 6; and,

WHEREAS, the City recognizes the Developer's desire to provide modified lot setbacks to promote the development of the Ocotillo Subdivision; and,

WHEREAS, the City requires the Developer to coordinate mail delivery receptacles (cluster boxes) and easements with the United States Postal Service for placement; and,

WHEREAS, the City recognizes the need for new residential subdivisions to provide mail delivery receptacles (cluster boxes).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma, Arizona that the City Administrator is authorized and directed to execute the Development Agreement attached as Exhibit A and by this reference made a part hereof.

Adopted this _____ day of _____ 2010.

APPROVED:

Alan L. Krieger
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

RESOLUTION NO. R2010-55

**EXHIBIT A
DEVELOPMENT AGREEMENT
OCOTILLO DESERT DEVELOPMENT, L.L.C.**

This Agreement, entered into pursuant to the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between the City of Yuma (“City”), an Arizona municipal corporation, and Ocotillo Desert Development, L.L.C. (“Developer”), an Arizona limited liability company.

RECITALS

WHEREAS, the Developer is the owner and developer of the Ocotillo Subdivision located at the northeast corner of Avenue 6E and 48th Street; and,

WHEREAS, the City approved Ocotillo Subdivision Unit 4 on April 5, 2006, and Ocotillo Subdivision Unit 6 on April 7, 2010; and,

WHEREAS, upon recordation of the final plat for Ocotillo Subdivision Unit 4, real property was dedicated to and accepted by the City of Yuma consisting of Avenue 6E rights-of-way and 46th Street rights-of-way, Retention Basin/Open Area ‘A’ and Retention Basin/Open Area ‘B’; and,

WHEREAS, as a condition of approval of the subdivision plats for Ocotillo Subdivision Unit 4 and Ocotillo Subdivision Unit 6, the Developer is required to pay to the City, a three-year non-refundable landscape maintenance deposit for the landscaping within the public parkways, open space areas and retention basins consisting of Avenue 6E rights-of-way and 46th Street rights-of-way, Retention Basin/Open Area ‘A’ and Retention Basin/Open Area ‘B’; and,

WHEREAS, in lieu of payment to the City of a three-year, non-refundable landscape maintenance deposit for Avenue 6E rights-of-way and 46th Street rights-of-way, Retention Basin/Open Area ‘A’ and Retention Basin/Open Area ‘B’, the Developer has requested that the City allow the Developer to provide all landscaping maintenance, services and watering, for the three-year period defined in Section 1(c) of this Agreement; and,

WHEREAS, the Developer has also requested modification of the required front yard setbacks for specific lots in Ocotillo Subdivision Unit 6; and,

WHEREAS, the Developer agrees to coordinate with the United States Postal Service (“USPS”) for the placement of mail delivery receptacles (cluster boxes) in Ocotillo Subdivision Unit 6 by obtaining the written consent of the USPS for the location, type, and placement thereof, submit the proposed location for City approval, and then furnish and install such cluster boxes in accordance with City approved plans.

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

1. Landscape Maintenance.

a. If landscaping plans associated with the subdivision have not been submitted and approved by the City, the Developer shall provide landscaping plans for the public parkways,

open space areas and retention basins (the “designated areas”) in the Ocotillo 4B and Ocotillo 6 subdivisions which meet or exceed all landscaping requirements of City Code, Chapter 154, Article 20, and any conditions of the subdivision preliminary or final plats. Upon City approval of such landscaping plans, such approval shall be stated in writing by the City.

b. The Developer shall provide all landscaping in accordance with the City-approved landscaping plans.

c. In lieu of paying the City a non-refundable, three-year landscaping maintenance deposit, Developer shall perform all landscaping maintenance of the designated areas for a period of three years (the “three year period”). The Developer shall also provide a three (3) year landscaping maintenance assurance in a form acceptable to the City which the City may draw upon in the event Developer fails to maintain the landscaping as required. The three year period shall commence on the date of final City acceptance of the particular subdivision infrastructure and initiation of the warranty period for materials and workmanship utilized in the construction of subdivision infrastructure. For the three year period, all landscaping maintenance, services, and watering of the designated areas shall be paid for and provided at the Developer’s expense.

d. At the conclusion of the three year period, unless amended by a subsequent agreement, Owner shall ensure that all landscaping will be in a condition acceptable to the City for City assumption of landscaping maintenance responsibilities, and Developer and City agree to cooperate in the transfer of all water meters, electrical connections and accounts to the City of Yuma. The City may release part or all of the assurances from time-to-time, and upon transfer of utilities at the conclusion of the three year period, any remaining assurances will be returned to the Developer.

2. Front Yard Setback Requirements. Setbacks for the Ocotillo Unit 6 Subdivision shall be modified as follows:

- a. Lots 850, 851, and 852 shall have a 30-foot front yard setback shown on the plat.
- b. Lots 829, 830, 853, 854, 855, 856, 857, 858, 859, and 860 shall have front yard setbacks ranging from 15 feet to 18 feet. The setbacks shall be shown on the Typical Lot Layout on the plat.
- c. Lot 843 shall have a 20-foot front yard setback shown on the plat. The plat shall provide the following statement: “Lot 843 deficient lot width as approved/accepted upon recording this plat.”

3. Ocotillo Unit 6 Mailboxes. The Developer shall coordinate with the United States Postal Service (“USPS”) for the placement of mail delivery receptacles (cluster boxes) in Ocotillo Subdivision Unit 6 by obtaining the written consent of the USPS for the type, location and installation thereof, and submit the proposed location for City approval. The Developer shall furnish and install such cluster boxes in accordance with City and USPS approved plans. The mailbox locations and any necessary easements shall be shown on the final plat(s).

4. 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
P.O. Box 13014
Yuma, Arizona 85366-3014

To Owner:
Ocotillo Desert Development, L.L.C.
3064 S. Avenue B
Yuma, Arizona 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; (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 the United States mail; (iii) any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service; and (iv) 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.

5. 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 4 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:

- (i) 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
- (ii) 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
- (iii) if any such non-monetary default cannot reasonably be cured within sixty (60) days for reasons beyond the Defaulting Party's 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.

5.1 Remedies. If the default is not corrected within the time periods described in Section 5 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.

5.2 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 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.

5.3 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.

6. Representations

6.1 Developer Representations. Developer represents and warrants that:

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

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

e. This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and enforceable obligation of Developer 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 Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Developer is a party or to which Developer is otherwise subject.

g. Developer 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, attorneys, and engineers.

h. Developer has had opportunity for independent legal review of this Agreement by counsel of its choosing in the preparation and execution hereof.

6.2 City representations. City represents and warrants to Developer 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 Developer.

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.

7. Miscellaneous.

7.1 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 7.1.

7.2 Sudan/Iran Investments and Business Operations. By entering into this Agreement, Developer certifies to the City that Developer does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*

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

7.4 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.

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

7.6 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.

7.7 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.

7.8 Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

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

7.10 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 Developer under this Agreement.

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

7.12 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 Developer 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.

7.13 Individual Nonliability. No City Council member, official, representative, agent, attorney or employee shall be personally liable to any of the other Parties hereto, or to any successor in interest to such Parties, in the event of any default or breach by City or for any amount which may become due to a Party or its successor, or with respect to any obligation of City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer, and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Developer, (ii) the shareholders, members or managers or constituent partners of Developer, or (iii) officers of Developer.

7.14. Proposition 207 Waiver. Developer 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 of this Agreement, and all related 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 land Developers, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

Dated this _____ day of _____, 2010.

APPROVED:

CITY OF YUMA

Ocotillo Desert Development, L.L.C.

By _____
Gregory K. Wilkinson
City Administrator

By _____
Brian L. Hall
Manager

ATTEST:

By _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

By _____
Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	September 29, 2010	<input type="checkbox"/> Motion
DEPARTMENT:	Community Development	<input type="checkbox"/> Resolution
DIVISION:	Community Planning	<input checked="" type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE:		
Rezoning of Property: Southeast corner of Avenue 7E and 36 th Street		
SUMMARY RECOMMENDATION:		
Rezone property from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District. The applicant is Dahl, Robins, and Associates on behalf of Yuma Desert Land, LLC. (Z2010-009)		
REPORT:		
<p>On September 13, 2010, the Planning and Zoning Commission voted to recommend APPROVAL (6-0, with Brockington absent) of the request to rezone the property from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District, subject to the following conditions:</p> <ol style="list-style-type: none"> 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. A minimum of two points of all-weather surfaced emergency vehicle access must be provided and maintained. 5. The Owner shall dedicate the east 50-foot half-width right-of-way of Avenue 7E, designated as a Minor Arterial Street by the Major Roadways Plan of 2005, as amended (Plan), with the additional rights-of-way for turn lanes and sight triangle(s) approaching the 36th Street intersection, as shown in Figure 3 of the Plan. 		

6. The Owner shall dedicate the south 50-foot half-width right-of-way of 36th Street, designated as a Minor Arterial Street by the Plan, with additional acceleration lane right-of-way as shown in Figure 3 of the Plan.
7. The Owner shall dedicate any underlying ownership of the United States Department of the Interior Bureau of Reclamation "A" Canal right-of-way.
8. All right-of-way and other dedications made to the City of Yuma, whether as a condition of this or a subsequent action regarding the subject property, shall be via warranty deed instrument or by subdivision plat, and shall be preceded by submittal of an environmental transaction screening document to show that the property being accepted by the City is free of contamination.
9. 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 & ZONING COMMISSION MEETING MINUTES:

No one spoke in favor or against the request to approve the rezoning.

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		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Laurie Lineberry		9/14/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Robert M. Blevins		9/13/2010		



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

Hearing Date: September 13, 2010

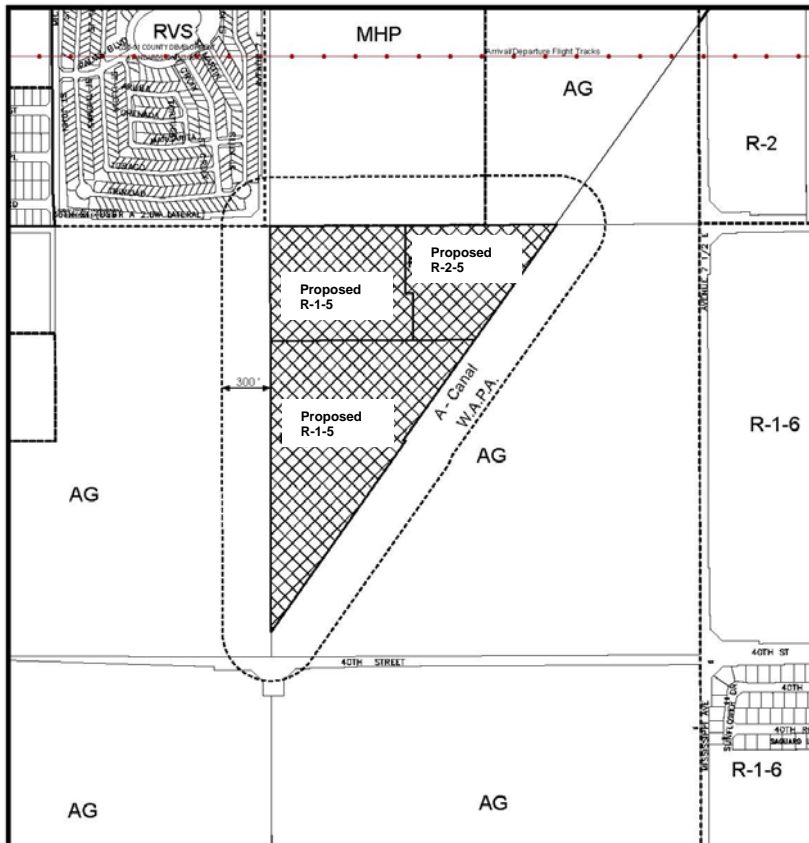
Case Number: Z2010-009

Project Description/Location:

Rezone approximately 50.46 acres from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District. The property is located at the southeast corner of Avenue 7E and 36th Street, Yuma, AZ.

	Existing Zoning	Existing Land Use	Land Use Designation
Site	Agriculture (AG)	Vacant Desert	Low Density Residential / Medium Density Residential
North	Manufactured Home Park (MHP)	Sun Vista RV Park	Medium Density Residential
South	Agriculture (AG)	Vacant Desert	Public-Quasi Public
East	Agriculture (AG)	Vacant Desert	Public-Quasi Public
West	Agriculture (AG)	Vacant Desert	Suburban Density Residential / Medium Density Residential

Location Map



Prior site actions: Annexation: O97-081 (01/02/1998); Rezone: Z2005-007 (withdrawn).

Staff recommendation: Staff recommends **APPROVAL** of the rezoning of the property from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District, subject to the conditions shown in Attachment A.

Suggested Motion: Motion to **APPROVE** the rezoning from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) District, subject to the conditions shown in Attachment A, because the request is in compliance with the General Plan and is compatible with surrounding land uses.

Staff Analysis: The subject property is vacant desert, not in agriculture. An unused irrigation ditch and berm along the 36th Street alignment separates the subject property from the closest paved right-of-way on Avenue 7E. The pavement on Avenue 7E stops on the north side of the 36th Street alignment. The property is bordered by and constrained on the east and south by the A Canal and Western Area Power Administration (WAPA) power line easements.

The rezoning request consists of 10.72 acres to be rezoned to Medium Density Residential (R-2-5), and 39.74 acres to be rezoned to Low Density Residential (R-1-5) for a total of 50.46 acres.

The developer proposes approximately 241 single-family homes on lots of 5,000 to 6,000 square feet. The first phase of the upcoming subdivision, to be known as Desert Oasis, has been submitted for a future Planning and Zoning Commission Public Hearing (Case # S2010-003). Approval of this rezoning is not approval of any conceptual plan or subdivision. The conceptual plan shown in this report is provided to give an idea of how the land could be developed.

The City of Yuma Utilities Director comments: There is no assured sanitary sewer capacity for this subdivision. Any approval of this rezoning will neither imply nor guarantee any water or wastewater utility assurances.

The City Engineer comments: Sanitary sewer service to the subject properties shall be from the existing Avenue 7E interceptor sanitary sewer only.

The Arizona Department of Transportation (ADOT) requests an update to the Stantec Traffic Impact Study completed in October 2006 and revised in April 2007. The update needs to include this proposed development. ADOT would like the opportunity to review and comment on these revisions.

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?

Yes

Transportation Element	Planned	Existing	Difference	Requested
Avenue 7E – Minor Arterial	50 FT H/W ROW	0 FT H/W ROW	-50 FT	50 FT
36 TH Street– Minor Arterial	50 FT H/W ROW	0 FT H/W ROW	-50 FT	50 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

Public Comments Received: None Received

External Agency Comments:

See Attachment B

Neighborhood Meeting Comments:

No Meeting Required.

Proposed conditions delivered to applicant on: 08/11/10

Final staff report delivered to applicant on: 08/25/10

- Applicant agreed with all of the conditions of approval on: 08/24/10
- 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	External Agency Comments

Project Planner: Bob Blevins, Senior Planner 373 -5189 Robert.Blevins@yumaaz.gov

Prepared By: 
Bob Blevins, Senior Planner

Date: 8/25/10

Reviewed By: 
Bobette Bauermann, Principal Planner

Date: 8/25/10

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

Date: 8-31-10

**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.

City Fire Department Conditions: Kent Thompson, Assistant Fire Marshal (928) 373-4865:

4. A minimum of two points of all-weather surfaced emergency vehicle access must be provided and maintained.

City Engineering Department Conditions: Paul Broberg, City Engineer (928) 373-4520:

5. The Owner shall dedicate the east 50-foot half-width right-of-way of Avenue 7E, designated as a Minor Arterial Street by the Major Roadways Plan of 2005, as amended (Plan), with the additional rights-of-way for turn lanes and sight triangle(s) approaching the 36th Street intersection, as shown in Figure 3 of the Plan.
6. The Owner shall dedicate the south 50-foot half-width right-of-way of 36th Street, designated as a Minor Arterial Street by the Plan, with additional acceleration lane right-of-way as shown in Figure 3 of the Plan.
7. The Owner shall dedicate any underlying ownership of the United States Department of the Interior Bureau of Reclamation "A" Canal right-of-way.
8. All right-of-way and other dedications made to the City of Yuma, whether as a condition of this or a subsequent action regarding the subject property, shall be via warranty deed instrument or by subdivision plat, and shall be preceded by submittal of an environmental transaction screening document to show that the property being accepted by the City is free of contamination.

Community Planning Comments: Bob Blevins, Senior Planner (928) 373-5189:

9. 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
EXTERNAL AGENCY COMMENTS**

COMMENT NO COMMENT

Enter comments below:

ADOT requests that the Traffic Impact Study completed in October 2006 and revised in April 2007 by Stantec be updated to include this proposed development. ADOT would like the opportunity to review and comment on these revisions.

DATE: 8/9/10 NAME: Isabell Garcia
AGENCY: ADOT Yuma District
PHONE: 928-317-2159
RETURN TO: Robert Blevins
 Robert.Blevins@YumaAZ.gov

COMMENT NO COMMENT

Enter comments below:

All new developments must be Central Box Unit (CBU) delivery. The Postal Service must be contacted for placement of CBUs.

DATE: 7/30/10 NAME: Robert Kennedy
AGENCY: US Postal Service
PHONE: 928-343-9416
RETURN TO: Robert Blevins
 Robert.Blevins@YumaAZ.gov

COMMENT NO COMMENT

Enter comments below:

SWG has high pressure natural gas system piping west of property on east side of 7E, from 32nd St south to 40th St.

DATE: 7/30/10 NAME: Rick Rohrick
AGENCY: Southwest Gas Corp
PHONE: 928-341-2610
RETURN TO: Robert Blevins
 Robert.Blevins@YumaAZ.gov

ORDINANCE NO. O2010-50

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 AGRICULTURE (AG) DISTRICT TO THE LOW DENSITY RESIDENTIAL (R-1-5) DISTRICT AND THE MEDIUM DENSITY RESIDENTIAL (R-2-5) DISTRICT AND AMENDING THE ZONING MAP TO CONFORM THERETO

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on September 13, 2010 in Zoning Case No: Z2010-009, in the manner prescribed by law, for the purpose of rezoning the parcel of property hereinafter described from the Agriculture (AG) District to the Low Density Residential (R-1-5) District and the Medium Density Residential (R-2-5) 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 Sun on August 20 2010; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission regarding Case No: Z2010-009 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, to wit:

That portion of the Southwest quarter of Section 10, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows: Beginning at the northwest corner of the Southwest quarter of said Section 10; Thence North 89°40'08" East along the North line of the Southwest quarter a distance of 832.61 feet; Thence South 00°07'48" East a distance of 419.00 feet; Thence North 89°40'08" East a distance of 50.00 feet; Thence South 00°07'48" East a distance of 287.00 feet; Thence South 89°40'08" West a distance of 882.61 feet; Thence North 00°07'48" West along the West line of the Southwest quarter a distance of 706.00 feet to the point of beginning; and

That portion of the Southwest quarter and the East half of the Northwest quarter of Section 10, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows: Beginning at the southwest corner of said Section 10; Thence North 00°07'48" West along the West line of the Southwest quarter of said Section 10 a distance of 152.09 feet to the north right-of-way line of the U.S.B.R. 'A' Canal and the TRUE POINT OF BEGINNING; Thence continuing North 00°07'48" West along the West line of the Southwest quarter of said Section 10 a distance of 786.87 feet; Thence North 89°40'08" East a distance of 1260.52 feet to the north right-of-way line of the U.S.B.R. 'A' Canal; Thence South 35°35'09" West along the north right-of-way line of the U.S.B.R. 'A' Canal a distance of 761.25 feet; Thence North 89°40'18" East along the north right-of-way line of the U.S.B.R. 'A' Canal a distance of 18.52 feet; Thence South 35°17'49" West along the north right-of-way line of the U.S.B.R. 'A' Canal a distance of 1439.87 feet to the West line of the Southwest quarter and the true point of beginning;

for a total of 39.74 acres, more or less,

be placed in the Low Density Residential (R-1-5) District as defined by Chapter 154 of the Yuma City Code, as amended; that said property upon this Ordinance becoming final, shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Low Density Residential (R-1-5) District, and that the zoning map adopted under Chapter 154 of the

Yuma City Code, as amended, is hereby ordered to be changed and amended to show that the property described in this Ordinance will be located within the District herein provided; and

That portion of the Southwest quarter of Section 10, Township 9 South, Range 22 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows: Beginning at the northwest corner of the Southwest quarter of said Section 10; Thence North 89°40'08" East along the North line of the Southwest quarter a distance of 832.61 feet and the TRUE POINT OF BEGINNING; Thence continuing North 89°40'08" East along the North line of the Southwest quarter to a point on the northerly Right-of-Way of the U.S.B.R 'A' Canal a distance of 936.81 feet; Thence southerly along the northerly Right-of-Way of the U.S.B.R 'A' Canal a distance of 871.75 feet; Thence South 89°40'08" West a distance of 377.91 feet; Thence North 00°07'48" West a distance of 287.00 feet; Thence South 89°40'08" West a distance of 50.00 feet; Thence North 00°07'48" West a distance of 419.00 feet to the true point of beginning.

for a total of 10.72 acres, more or less,

be placed in the Medium Density Residential (R-2-5) District as defined by Chapter 154 of the Yuma City Code, as amended; that said property upon this Ordinance becoming final, shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the Medium Density Residential (R-2-5) District, and that the zoning map adopted under Chapter 154 of the Yuma City Code, as amended, is hereby ordered to be changed and amended to show that the property described in this Ordinance will be located within the District herein provided.

SECTION 2. That the following conditions 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.
4. A minimum of two points of all-weather surfaced emergency vehicle access must be provided and maintained.
5. The Owner shall dedicate the east 50-foot half-width right-of-way of Avenue 7E, designated as a Minor Arterial Street by the Major Roadways Plan of 2005, as amended (Plan), with the additional rights-of-way for turn lanes and sight triangle(s) approaching the 36th Street intersection, as shown in Figure 3 of the Plan.
6. The Owner shall dedicate the south 50-foot half-width right-of-way of 36th Street, designated as a Minor Arterial Street by the Plan, with additional acceleration lane right-of-way as shown in Figure 3 of the Plan.
7. The Owner shall dedicate any underlying ownership of the United States Department of the Interior Bureau of Reclamation "A" Canal right-of-way.

8. All right-of-way and other dedications made to the City of Yuma, whether as a condition of this or a subsequent action regarding the subject property, shall be via warranty deed instrument or by subdivision plat, and shall be preceded by submittal of an environmental transaction screening document to show that the property being accepted by the City is free of contamination.

SECTION 3. With the exception of Condition #2 above, 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 Arizona Revised Statutes 9-462.01.

Adopted this _____ day of _____, 2010.

APPROVED:

Alan L. Krieger
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: September 29, 2010

DEPARTMENT: City Engineering

DIVISION: Administration

- Motion
 Resolution
 Ordinance - Introduction
 Ordinance - Adoption
 Public Hearing

TITLE:
Right-of Way Acquisition: 16th Street Widening

SUMMARY RECOMMENDATION:

Authorize the acquisition of property at the southwest corner of 16th Street and Maple Avenue for Capital Improvement Program (CIP) Project No. 5.0574.

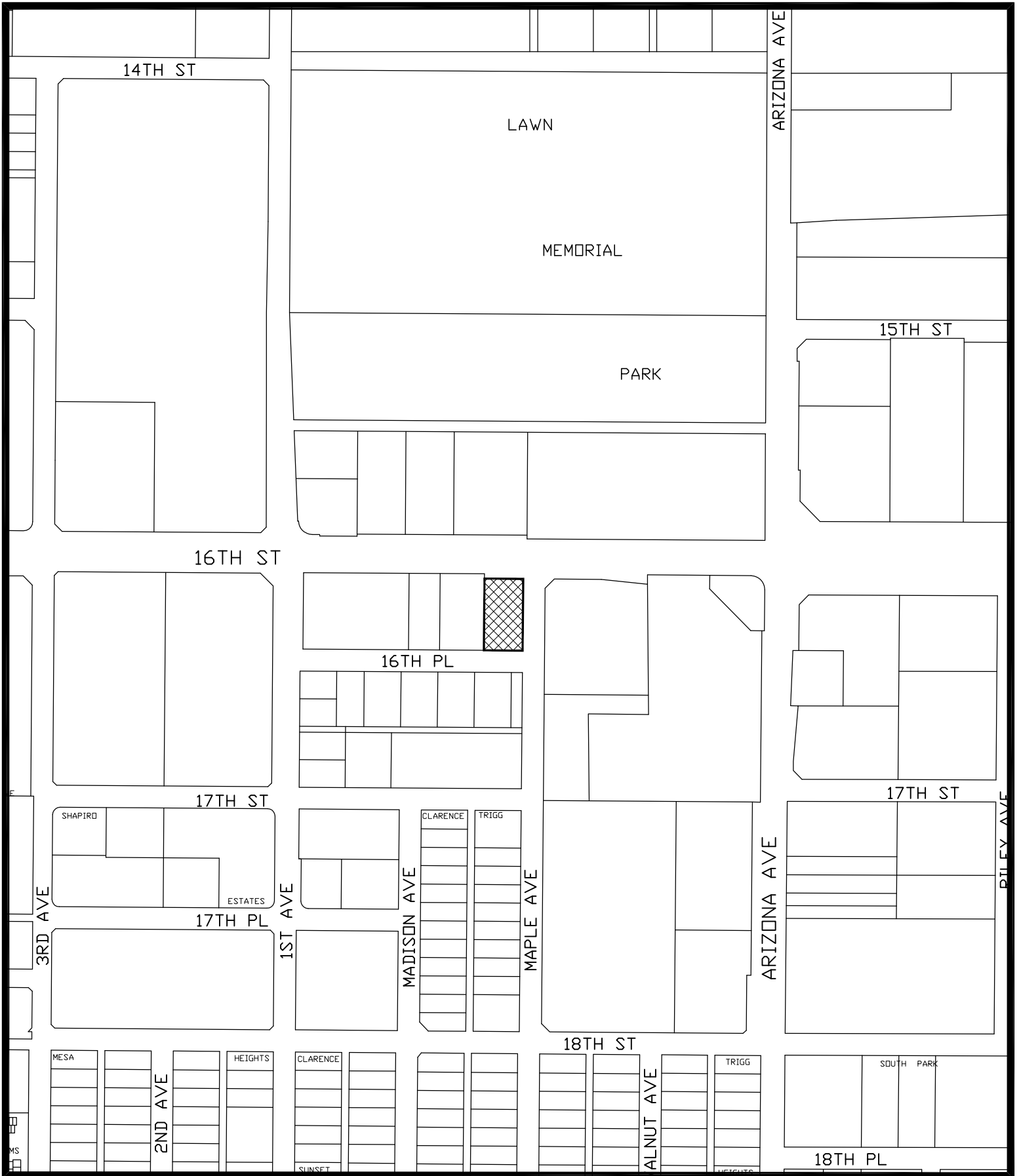
REPORT:

CIP No. 5.0574 addresses improvement and widening of 16th Street, between 5th Avenue and Arizona Avenue.

The gas station/convenience store site at the southwest corner of the intersection of 16th Street and Maple Avenue is vacant, is for sale and is needed for this project.

It is requested that City Council adopt the attached ordinance, authorizing acquisition of the property at the southwest corner of 16th Street and Maple Avenue.

FISCAL REQUIREMENTS	CITY FUNDS:	\$510,000.00	BUDGETED:	\$50,000.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: FY 2011 CIP No. 5.0574	
	TOTAL:	\$510,000.00		
	FISCAL IMPACT STATEMENT: Additional budget authority will be transferred into CIP No. 5.0574 from other FY 2011 CIP projects, following approval of the acquisition by City Council.			
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		9/21/2010	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		9/21/2010	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Paul Brooberg		9/14/2010		
WRITTEN/SUBMITTED BY:		DATE:		
Teresa Blackburn		9/13/2010		



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

LOCATION MAP

Subject Location =



Checked by: PAUL BROOBERG
Prepared by: SERGIO PEÑUÑURI

CITY OF YUMA
CITY ENGINEERING
DEPARTMENT

DATE: 9-13-10
SCALE: N.T.S
REVISED:

CIP No. 5.0574
(BARNICLE)
129

ORDINANCE NO. O2010-51

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND DIRECTING THAT CERTAIN PARCELS OF REAL PROPERTY, HEREINAFTER DESCRIBED, BE ACQUIRED BY THE CITY OF YUMA, BY GIFT, EASEMENT, PURCHASE OR UNDER THE POWER OF EMINENT DOMAIN, FOR THE REASON THAT SUCH PROPERTY IS REQUIRED TO IMPROVE THE PUBLIC ROADWAY AND UTILITY INFRASTRUCTURE AND OTHER PUBLIC PURPOSES AS MAY BE RELATED THERETO, AND AUTHORIZING PAYMENT THEREFOR, TOGETHER WITH COSTS NECESSARY FOR THE ACQUISITION OF SAID PARCELS OF REAL PROPERTY

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

WHEREAS, the City has identified the acquisition of certain parcels of property as necessary for roadway and infrastructure improvements identified under Capital Improvement Program Project No. 5.0574.

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

SECTION 1: That it is deemed necessary and essential, as a matter of public necessity and public welfare, that certain parcels of real property described in Exhibit A, attached hereto and by this reference made a part hereof, be acquired by the City of Yuma, as such acquisition is required to extend and improve public roadway and utility infrastructure for the public interest of the City and would be of public benefit.

SECTION 2: That City staff is hereby authorized and directed to acquire said real property by gift, easement or purchase, and, in the event the City of Yuma, at its sole discretion, is unable to acquire said property upon satisfactory terms, the staff is hereby authorized and directed to perform all acts necessary to acquire title to and possession of said property under the power of eminent domain, for the City of Yuma.

SECTION 3: That the duly authorized disbursing officers of the City of Yuma are hereby authorized and directed to pay all sums necessary to acquire said real property, together with recording fees, escrow, title insurance, closing and all other costs necessary in the acquisition of said property.

Adopted this _____ day of _____, 2010.

APPROVED:

Alan L. Krieger
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

Exhibit A

Parcel #1

That part of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, described as follows:

Beginning at the Northeast corner of the West half of the Northeast quarter of the Northeast quarter of said Section 33; 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 100.00 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, a distance of 256.30 feet to the Place of Beginning.

EXCEPT the North 61.0 feet thereof.

Parcel #2

The East 5.38 feet of that portion of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 8 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, described as follows:

Beginning 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; 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 00° 28' 15" East, a distance of 208.20 feet; thence North 89° 37' West, a distance of 205.46 feet to the Point of Beginning.

EXCEPT the North 13.0 feet thereof.