



City of YUMA

**CITY OF YUMA
REGULAR CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, MARCH 16, 2011
5:30 P.M.**

Notice is hereby given, pursuant to Resolution R2008-55, that Councilmember Beeson and Councilmember Johnson may participate in the March 16, 2011 Regular City Council Meeting through voice technology. Voting procedures will remain as required by the Yuma City Charter and other applicable laws.

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):

- 7. 1. Regular Worksession November 16, 2010
- 11. 2. Regular City Council Meeting January 19, 2011

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)

25. 2. Special Event Liquor License: Saint Francis of Assisi Parish

Approve a Special Event Liquor License application submitted by Susan A. Bostic, on behalf of the Saint Francis of Assisi Parish, for a Benefit for the Children Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, April 9, 2011 from 5:00 p.m. to 12:00 a.m. (SP11-20) (City Administration/City Clerk) (Lynda Bushong)

27. 3. Special Event Liquor License: Humane Society of Yuma

Approve a Special Event Liquor License application submitted by Krystal Dawn Hengl, on behalf of the Humane Society of Yuma, for the Critter Country Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, March 26, 2011 from 5:30 p.m. to 10:00 p.m. (SP11-21) (City Administration/City Clerk) (Lynda Bushong)

29. 4. Liquor License: Lee & Pio Corporation dba Ah So Sushi & Robata

Approve an Interim Permit/Person Transfer of a Bar (#6) Liquor License application submitted by James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona. (LL11-03) (City Administration/City Clerk) (Lynda Bushong)

31. 5. Liquor License: Lee & Pio Corporation dba Ah So Sushi & Robata

Approve a New Restaurant (#12) Liquor License application submitted by James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona. (LL11-04) (City Administration/City Clerk) (Lynda Bushong)

33. 6. Off Track Betting License: Turf Paradise at Yuma Landing Company

Approve a request submitted by David Johnson, Vice President of Turf Paradise, for an Off-Track Betting License at the Yuma Landing, located at 195 S. 4th Avenue, with a term to expire May 31, 2012, to coincide with the term of Turf Paradise's existing State license. The owners of the Yuma Landing have expressed their support for the Off-Track Betting operation. (OTB06-02) (City Administration/City Clerk) (Lynda L. Bushong)

35. 7. Bid Award: Plumbing Services

Authorize staff to execute a one-year contract for Plumbing Services, with the option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, to be used by all Departments of the City of Yuma. The following contractors would provide the service on an as-needed basis, at an estimated annual cost of \$50,000.00.

- | | |
|---------------------------------------|---------------|
| 1. Westar Plumbing Services | Yuma, Arizona |
| 2. American Eagle Plumbing of Arizona | Yuma, Arizona |
| 3. PHD, LLC | Yuma, Arizona |
- (Bid #2011000274 Citywide) (Bill Pfannenstiel)

38. 8. Intergovernmental Agreement: Arizona Western College

Authorize an Intergovernmental Agreement between Arizona Western College and the City of Yuma for the use of the City of Yuma Public Safety Training Facility. (Police/Administration) (Jerry Geier)

47. 9. Intergovernmental Agreement: Western Arizona Law Enforcement Training Academy

Authorize an Intergovernmental Agreement between the Western Arizona Law Enforcement Training Academy and the City of Yuma for the use of the Public Safety Training Facility. (Police/Administration) (Jerry Geier)

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.

56. A. Statement of Opposition: Road Funding by Arizona Department of Transportation

Authorize a resolution in opposition of eliminating previously dedicated monies to Yuma County and diverting such funding to other Arizona jurisdictions. (City Administration) (Gregory K. Wilkinson)

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.

60. A. Ordinance O2011-08 Annexation Area No. A2010-07: Johnson Trust

Authorize annexation of property generally located at the southeast corner of Avenue 8½E and 32nd Street. (Community Development/Community Planning) (Laurie Lineberry)

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

M/_____ S/_____ RV/_____

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.

68. A. Ordinance 2011-09 Rezoning of Properties: Northeast corner of Avenue B and 31st Street, Yuma, AZ.

Rezone properties from the General Commercial (B-2) District to the General Commercial / Aesthetic Overlay (B-2/AO) District. The applicant is the City of Yuma on behalf of Stephen and Shirley Kleppe, Bobby and Elizabeth Merritt. (Z2010-015). (Community Development/Community Planning) (Laurie Lineberry)

VI. PUBLIC HEARINGS & RELATED ACTIONS

There are no public hearings scheduled at this time.

VII. ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Announcements:
 - City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of March 3, 2011 through March 16, 2011. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
 - City Council report of upcoming meetings.
 - City Council request for agenda items to be placed on future agendas.
2. Scheduling: Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

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 WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
November 16, 2010
5:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, Beeson, McClendon, Johnson and Mayor Krieger
Councilmembers Absent: Brooks
Staffmembers Present: City Administrator, Greg Wilkinson
Human Resources Director, Jack Dodd
Director of Community Development, Laurie Lineberry
Fire Chief, Jack McArthur
Principal Planner, Jennifer Albers
Various department heads or their representatives
City Clerk, Lynda Bushong

I. REGULAR CITY COUNCIL MEETING AGENDA OF NOVEMBER 17, 2010

Resolution Consent Agenda Item A: Resolution R2010-60 Worker's Compensation Benefits for Designated Volunteer Positions

Mayor Krieger asked for clarification of how the Worker's Compensation process will apply in these scenarios. **Dodd** informed Council that state statute [A.R.S. § 23-901.06] provides a base formula to use for volunteer workers. History has shown that volunteer Worker's Compensation incidents are not frequent occurrences.

Mayor Krieger asked if a program informing volunteers of how to minimize/avoid getting hurt on the job is in place, and then if a signed acknowledgement document is on file. **Dodd** responded that through each department and the City's safety program, volunteers and employees will be monitored and trained on safety issues. Volunteers go through an application process like a regular City employee and are subject to the same type of background check and drug screening based on their assignment location. At this time, a signed document specifically for safety training is not in place.

Johnson asked if Councilmembers were covered under Worker's Compensation and what would happen if a Councilmember were traveling overnight on behalf of the City and an accident were to occur. **Dodd** stated that because Councilmembers are elected officials; they are not covered by Worker's Compensation. The course of action the City would take if an injury would occur to a Councilmember while conducting City business is not available at this time, this information will be researched and provided at a later time.

**Introduction of Ordinances Agenda Item C: Ordinance O2010-63 Zoning Code Text
Amendment: Pool at Large Day Cares**

Mayor Krieger inquired if the City would require the large daycares to have additional supervision; relative to pool safety. Regulations require the City to have a specific lifeguard ratio on duty for City pools and if this amendment is approved how will the City's liability be minimized? Is there a system in place to conduct follow up inspections at these types of facilities? **Lineberry** indicated to City Council that the proposed ordinance mirrors the State authorizing documents on daycares with swimming pools. The building code requirements for gates and safety precautions remain; but no additions were included about how daycares with pools should be staffed for safety purposes. Currently pools are allowed in small daycares.

McArthur informed City Council that daycares are required to be inspected by state law. The daycares can choose to have inspections completed by the Fire Department (FD), a private firm, or the State and meet the same standards to get certified. At this time the City does not allow large daycares to have swimming pools but State law does. The City will follow the same State guidelines which require a fence around the pool. The FD and private firm inspections do not include review of the amount of staff supervising the swimming pools. This area is handled by the State and licensing. The FD can only enforce safety and fire inspections of daycares. The actual supervision of how they are managed is a State issue.

Mayor Krieger asked if the FD would be able to increase the number of inspections completed each year at daycare facilities without it becoming too cumbersome for staff. This will assist with the State's inability to complete inspections in a timely manner. **McArthur** responded that the FD would be able to complete inspections twice a year for daycare facilities.

McClendon asked if the ordinance would have to be amended to reflect the requirement to have the FD complete inspections twice a year. **McArthur** informed City Council that the fire code allows the FD to inspect daycares as many times deemed necessary. Adding an additional inspection per year for daycares can be accomplished through administrative policy.

McClendon asked if small daycares are allowed to have swimming pools due to the facility being the provider's home. **Lineberry** replied that both small and large daycares are usually at a provider's home; the difference is the number of children they are licensed to care for. Currently, under City provisions, if a provider owns a home with a pool and is licensed for a large daycare, they must fill in [concrete, dirt, etc...] their pools. Through the review of this policy it appears that Yuma is the only city in the State that does not shadow State law in terms of large daycares with swimming pools. A large daycare must obtain a Conditional Use Permit where the City of Yuma can include the additional inspections as a condition.

Discussion

- Concerns that adding additional inspections will not achieve any significant impact to the safety of children.
- To explore the possibility of adding the following requirements:
 - Lifeguard on duty
 - Have staff complete CPR courses
 - Free CPR classes are offered through FD, but not to fulfill a requirement of someone's employment.

- Staff will review the ordinance and develop administrative procedures about pool safety that address City Council's concerns.

II. PLATFORM OF THE 2011 MISS YUMA COUNTY

Kathryn Clark, 2011 Miss Yuma County, presented her platform School Kids in Play (SKIP) and how she plans to incorporate the City in her program. The program focuses on the efforts to improve some of Yuma County's health issues. Specifically the program motivates kids to get out and play instead of staying indoors watching T.V. or playing video games. An internet website will be available for kids to access and sign up for the "mission of the week" with the ability to log their progress. At the end of each week the school with most logged participation will be the winner. SKIP will be promoted through the following venues:

- Involvement with the City of Yuma Parks and Recreation Department
- Formed a partnership with Doctor Myers who is part of Healthy Yuma 2011
- Visiting schools

III. SPECIAL JOINT MAJOR AMENDMENT MEETING

Albers briefed City Council on the purpose and process of the Joint Major Amendment Meeting.

- The 1996 Joint Land Use Plan that was adopted by the City of Yuma and Yuma County set the stage for the amendment process.
- In 1997 the City of Yuma went through two major amendments: the Cielo Verde development and the Lakes of Yuma which has since become Ocotillo.
- From 1997 through 2000 discussion about how the City and County could jointly amend the plan for major amendments began.
 - State law had changed the definition of major versus minor amendments.
 - The City of Yuma and Yuma County both adopted a joint major amendment process.
- The process takes about five to six months to meet timing and public hearing requirements. It starts on June 15th and usually concludes in November or early December.
 - Due to State Statute, major amendments must go through a hearing process during the same calendar year they are submitted.
- The forms and staff reports for each case vary based on the entity handling the case.
- During the joint meeting each case is discussed and assigned to the City or County to lead the process. Once the process is complete each case goes to a vote within the respective entity.
- It is being suggested that each case be handled within its own jurisdiction.
- A Public Hearing is scheduled for Thursday, November 18, 2010 where detailed information about the cases will be provided.

IV. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION – NO DISCUSSION

V. ADJOURNMENT/EXECUTIVE SESSION

Motion (Beeson/Mendoza): To adjourn the meeting to Executive Session. Voice vote: **adopted** 6-0.
The meeting adjourned at 5:27 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
JANUARY 19, 2011
5:30 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

INVOCATION/PLEDGE

Paul Gambling, Hospice of Yuma Chaplain, gave the invocation. **Steven W. Moore**, City Attorney, led the City Council in the pledge of allegiance.

ROLL CALL

Councilmembers Present: Stuart, Mendoza, Beeson, McClendon, Brooks, Johnson and Mayor Krieger
Councilmembers Absent: none
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Various Department Heads or their representative
City Attorney, Steven W. Moore
City Clerk, Lynda L. Bushong

FINAL CALL

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

PRESENTATIONS

Wilkinson recognized:

- Employee of the Quarter nominees and announced the Employee of the Quarter was awarded to Randy Crist, Building Official
- The City of Yuma as the *Yuma Sun's* Best Place to Work – Large Business award recipient.

I. CALL TO THE PUBLIC

Ann Harrison, P.O. Box 1976, on behalf of the Yuma Chapter 1016 of the National Association for the Advancement of Colored People (NAACP), thanked the City Council for their presence at the Martin Luther King, Jr. celebration activities. She also expressed her concern with the intersection located at 21st Drive and 32nd Street where she witnessed two near accidents. Traffic has increased significantly in the area since the library was opened in 2009.

Joann Villareal, 1198 9th Avenue, a long time Yuma resident and a business owner, stated that after surgeries to remove tumors from her breasts, she became a medical marijuana patient. She requested the City Council to consider working with her on any questions they may have regarding medical marijuana because of her involvement with organizations against medical marijuana prohibition, and being a patient advocate.

Benjamin Pilgrim, 1198 S. 9th Avenue, requested the City Council place a medical marijuana ordinance on the agenda for discussion.

Moore responded by stating there is an ordinance coming forward regarding the regulation of zoning for medical marijuana dispensaries.

Sarah Wisdom, 989 W. Cortez Lane, Community Relations Manager for the Yuma County Library District, expressed her support for a traffic control device at the intersection of 32nd Street and 21st Drive. Both library staff and its patrons have experienced many near accidents. There is a lot of pedestrian traffic because of an elementary school across the street. The library staff realizes resources are finite; any solution offered would be appreciated. **Wilkinson** stated that 32nd Street from Avenue A to Avenue B is currently undergoing a design phase for roadway improvements.

Michael Foree, 1455 W. 16th Street, Yuma County Library Board, expressed his concern about the intersection of 21st Drive and 32nd Street. Oftentimes traffic lights go up after a tragedy has occurred. He urged the City Council to get ahead of this and not to wait for a tragedy to occur.

Susan Evans, 5911 E. 27th Place, Yuma County Library Director, expressed her support for traffic control at the intersection of 32nd Street and 21st Drive. She stated it's difficult to make left turns onto 32nd Street. Also, 21st Drive is difficult to see from 32nd Street until just before one approaches it, which leads to a lot of last minute maneuvering. She urged the City Council to consider a traffic control device before someone gets hurt.

Shawn Smith, 285 N. Figueroa Avenue, Executive Director of the Humane Society of Yuma, stated the animal control ordinance shows an effort to communicate regarding animal welfare between the Humane Society of Yuma (HSOY) and the City; however, there are some improvements needed:

- Outsourcing dog licensing
 - There are approximately 44,600 dogs in Yuma County
 - With today's economy, it wouldn't be wise to take jobs away from Yuma.
 - The HSOY increased licensing compliance by 80% over the past four years.
 - In 2007, the HSOY licensed 6,141 dogs.
 - In 2010, The HSOY licensed 11,082 dogs.
 - The numbers speak for themselves and should put to rest the issue of outsourcing.
- Trap-neuter-release (TNR) program
 - The most effective way to mitigate the cat population.
 - There are pitfalls, but overall has paid dividends in many communities
 - In the past four years the HSOY euthanized 15,000 cats.
 - The HSOY offers TNR surgeries.
- For a fee of \$20, residents may surrender a cat to the HSOY.
- HSOY Accomplishments
 - In the past three years, the HSOY has sent over 2,000 animals to rescue - outside of the community.
 - In 2009 and 2010, the HSOY performed 2,100 surgeries in the low cost spay/neuter clinic.
 - Preventing 2,100 animals in two years from procreating and polluting the community with unwanted pets
- The feral cat issue is a huge tax burden to the community.
 - The HSOY is making every effort to decrease the spending of future tax dollars

- The code enforcement component of the ordinance would be overwhelming and costly.
- The State Health Department requires a ten day quarantine period; the 14-day quarantine will cost the City an additional \$50,000/year to implement.

II. MOTION CONSENT AGENDA

Motion (Johnson/Beeson): To approve the Motion Consent Agenda as recommended with the exception of item B.5, which was removed for separate consideration by McClendon. Voice vote: **approved 7-0.**

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

Regular Worksession	September 14, 2010
Regular Council Meeting	November 17, 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 Special Event Liquor License application submitted by Jon Daryle Pitts, on behalf of Gotta Dream Inc., for a Chili Cook Off. The scheduled event will be held at 2550 E. Gila Ridge Road, on February 19, 2011 from 9:00 a.m. to 6:00 p.m. (SP11-04) (Admin/Clerk)
3. Approve a Special Event Liquor License application submitted by Gerardo Garcia, on behalf of Yuma Community Food Bank, for the Return of the Block event. The fundraiser event will be held at the 200-300 block of Main Street, on January 28, 2011 from 6:00 p.m. to 10:00 p.m. (SP11-05) (Admin/Clerk)
4. Approve a Special Event Liquor License application submitted by John E. Williams, on behalf of the Hospice of Yuma for the 2011 Roping Round Up. The scheduled event will be held at the Yuma County Fairgrounds, 2520 E. 32nd Street, on February 5, 2011 from 12:30 p.m. to 11:00 p.m. (SP11-09) (Admin/Clerk)
5. Removed for separate consideration; see below.
6. Approve an application for a Temporary Extension of Premises/Patio Liquor License Permit submitted by Jason Craig Matlock, agent for Yuma Scorpions, 1280 W. Desert Sun Drive, Yuma, Arizona for Winter League baseball games. (EP11-02) (Admin/Clerk)
7. Approve an Interim Permit and New Restaurant (#12) Liquor License application submitted by Randy D. Nations, agent for Outback Steakhouse of Florida, LLC dba Outback Steakhouse, 328 E. 16th Street, Yuma, Arizona. (LL11-01) (Admin/Clerk)

8. Approve an Interim Permit/Person Transfer of a Bar, #6, Liquor License application submitted by Nathan Kyle Heida, agent for Nathan Heida LLC dba De Railed Saloon, 179 E. 1st Street, Yuma, Arizona. (LL11-02) (Admin/Clerk)
9. Award to the lowest responsive/responsible bidder for the Dr. Martin Luther King Jr. Neighborhood Center Renovations, at a total cost of \$123,467.30 to Yuma Valley Contractors, Inc., Yuma, Arizona. (Bid #2011000184) (Eng)

Motion Consent Agenda Items Removed for Separate Consideration

- B.5. Approve a Special Event Liquor License application submitted by Theresa K. Ulmer, on behalf of Ballet Yuma for the Art for the Heart event. The fundraiser event will be held at the Arizona Western College Conference Center, 2020 S. Avenue 8E, on February 11, 2011 from 7:00 p.m. to 11:00 p.m. (SP11-10) (Admin/Clerk)

Speaker

Theresa Ulmer, 3000 S. Rainbow Ave, Ballet Yuma Board President, Ballet Yuma is a non-profit, pre-professional company in Yuma that has been around about 17 years. Unfortunately, grant money and donations are decreasing and the Ballet Yuma had to get a little creative and reach out to a bigger audience for fundraising. The event, Art of the Heart, serves a nice dinner, wine and a performance from the dancers. In addition, there will be a live and silent auction. The fundraiser isn't about anyone but the dancers who have a dream. Ballet Yuma is helping them attain that dream. There is a conference center at Arizona Western College (AWC) that has received state approved to serve alcohol and AWC has agreed to suspend their license temporarily to allow Ballet Yuma to serve wine with the dinner. It is not a question of whether the facility is appropriate or not, the question is if the City Council will approve Ballet Yuma to use a temporary permit to make the event a little nicer.

McClendon stated her opposition to alcohol being served on any school facility.

Motion (Mendoza/Beeson): To approve the Special Event Liquor License for Ballet Yuma. Roll call vote: approved 6-1; McClendon voting nay.

Mayor Krieger stated that although he normally votes no in regards to alcohol being served on school grounds, the State approved AWC's liquor license and there isn't a good reason to vote no. Regardless of his personal views, this is a community building and he serves the community.

(Clerk's note: The speaker for Call to the Public that was inadvertently left out was brought forward at this point.)

Marilyn Young, 2240 Elks Lane, thanked the City Council for appointing her to the 2011 Charter Review Committee. She expressed her concern of the intersection at 21st Drive and 32nd Street. Would it be possible to place the traffic light before any work begins on the road?

III. RESOLUTION CONSENT AGENDA - none

IV. ADOPTION OF ORDINANCES CONSENT AGENDA

Stuart stated that in the area of 21st Drive and 32nd Street, there are three schools, the Yuma County Main Library, numerous businesses, agricultural land and now an apartment complex. There is a traffic signal scheduled for that intersection in 2012, but at the rate the road projects have been preceding, 2012 is just a date. Tonight, there is a property acquisition for \$3,000 on the agenda for right-of-way for the 12th Street project between Avenues A and B. That project has no start date and there is little money for streets. Until the City can afford a traffic control device for the intersection of 21st Drive and 32nd Street, he will oppose all future property acquisitions for street improvements. The traffic light at Kennedy Lane wasn't put in until a student was killed, the City shouldn't wait for that to happen at this intersection. The City should consider selling some of its properties then the City may be able to afford a traffic control device at 21st Drive and 32nd Street.

Wilkinson stated a lot of the City's funding has been cut and the road tax has been down which is why the Capital Improvement Program (CIP) is in the process of being reviewed. A prioritization list is being prepared which will lay out the roadway plan and show the funding available for these projects. There have been several phone calls in regards to 32nd Street from Avenues A to B, the project is significant and entails quite a bit of money. In the prioritization, the roads that are coming apart and need maintenance are being reviewed first.

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

Mendoza understands the need for a traffic light on 32nd Street and 21st Drive but, during his Saturday Morning Coffee meetings, people have expressed the need for a traffic control device at the intersection of 32nd Street at 6E as well. There was work done in preparation of a light at that intersection but the project halted. A traffic light was approved at 14th Avenue and 8th Street, but that too is incomplete. Acquiring a small piece of property is not going to hurt the City's budget in comparison to the effect of a project such as 32nd Street.

Bushong displayed the following title:

Ordinance O2011-01

An ordinance of the City Council of the City of Yuma, Arizona, authorizing and directing that a certain parcel of real property, hereinafter described, together with the described Temporary Construction Easement, 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 parcel of real property

(Right-of-way acquisition: 12th Street widening, between Avenue B and Avenue A) (Eng)

Johnson stated that while at the intersection of 21st Drive and 32nd Street today, he had no problems making left turns out. That intersection is surrounded by agriculture for ¼ mile in all directions; there isn't a school crossing there nor are there residents within ¼ mile. There is another intersection on an arterial street that is just as dangerous and it is not getting a traffic signal. The most cost efficient way to install a traffic signal

will be to include it in the reconstruction of 32nd Street. Installing a traffic signal beforehand could result in its removal, and replacement, at an additional cost during the street improvement.

The City has a property owner willing to sell a small portion of his property. He must do so in order to sell the remaining piece of his land and without the sale, the title will be clouded reducing his ability to sell his property. It is not fair to hold that piece of property hostage to jump the traffic signal ahead of other projects that have been prioritized by the City Council.

The City tries to avoid the use of eminent domain in an acquisition of right-of-way and purchases future right-of-way years in advance to avoid the expensive legal process of obtaining the land.

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

V. INTRODUCTION OF ORDINANCES

Speakers

Allison Gilliland, 2728 Cindy Lou Lane, stated that she has spayed, neutered, vaccinated and returned feral cats to their environment at her own cost. A feasible program needs to be put in place to deal with the feral cat issue. A breeding pair of cats, and their offspring, can produce 400,000 cats in 7 years. Approximately 6,000,000 pets are turned into shelters across the United States; only half are adopted out, the other half are euthanized. TNR can make a huge impact in a feral cat colony. In San Diego County, a group spayed and neutered 7,000 cats in 4 ½ years, saving the tax payers one million dollars. In turn, the efforts reduced the amount of animals being euthanized by 50%. A sterilized feral cat colony will typically live three to five years.

Mayor Krieger asked what happens to the feral cat colonies. **Gilliland** stated that oftentimes they succumb to illness and die off.

McClendon asked if there is a group of veterinarians and technicians willing to volunteer their time for a TNR program. **Gilliland** stated that there was a group that assisted the HSOY; however, the HSOY was able to catch up with the demand and now handles spays/neuters as they come in. Funding has been an issue in providing additional spay/neuter clinics. **McClendon** clarified the question, are there people willing to donate time to the clinics. **Gilliland**: Yes.

Fatimah Ahad, no address provided, stated the feral cat issue is huge. In a survey she recently conducted, a majority of the people stated they would not put a collar on their cat but would consider having a microchip placed in the cat. There were also people concerned about why the City was considering outsourcing for the licensing. There is a colony of cats just below the hospital that she cares for, that started out with over 30 cats and now, after using the TNR process, there are only nine cats left. Although, TNR doesn't give instant gratification, it does work. The TNR program is working in Las Vegas. Oftentimes cats are put aside because their owner can no longer care for them, and this is what is happening in Yuma.

Nisa Sutton, 2661 E. 16th Street, Chairman of Feline Friends of Yuma and volunteer member of Planned Pethood, expressed her opposition to the feeding ban. Feeding feral cats helps the organizations keep track of the cats. People don't have \$20 to take a cat to the shelter; TNR is the best solution to the feral cat population. Feline Friends and Planned Pethood are volunteer based organizations that run off grants. She urged the City Council let her organizations help with the issue and to give TNR a chance.

Sheryl Judish, 1186 Sunburst Avenue, Humane Society of Yuma Board member and volunteer manager of the Humane Society Thrift Shop, expressed her opposition to the licensing of cats. The enforcement will be impossible. She resents the statement made by the Mayor that the millions of dollars giving by the City and County to the HSOY showed little recognized improvement. Ten years ago the conditions of the shelter was filthy and inhumane; the euthanasia used at that time was considered an act of cruelty. It took years for the Humane Society to step into the good. There is now a strong volunteer base, a thriving thrift shop, a food pantry for people who cannot afford to feed their animals, an adoption program, and a low cost spay and neuter clinic. Claiming to have poured money into the Humane Society with no results is unfair to those who work many hours supporting the program. The City Council should be proud to assist in presenting a suitable shelter for the people moving into this community and work with us, not against us. Over the years the Humane Society requested an increase in funding, however, they have been continuously denied even though the licensing dollars had been increased to the City by thousands.

Mayor Krieger stated the City and the County each contributed nearly \$500,000 each for animal control, which is approximately five million dollars over ten years. The City doesn't receive the money from licensing, it goes to the County.

Brad Dierdorf, 11723 Sunburst Avenue, former president of the Board for the Humane Society, agreed the conditions of the Humane Society have changed drastically over the years. The community is very supportive of the Humane Society. He also stated that there are items in the ordinance that can not be enforced.

Gregory Bussell, 16730 Avenue A, Humane Society of Yuma Board Member, stated the feral cat problem is not a new issue; the goal is to figure out what fits Yuma and its citizens. The Humane Society is not in existence to make money, but to provide a service to the citizens of Yuma and the animals. The feral cats are not going to disappear overnight, it took time to get where we are now and it will take time to see the numbers dwindle. The TNR is a scientific approach that works when done properly.

Jerry Baliukas, 4474 W. 16th Street, long time resident of Yuma, cited the feeding ban proposed in the ordinance borders on inhumanity and cruelty. Some states would consider this act illegal. Starving feral cats doesn't reduce the feral cat population and eradicating the feral cat population will bring in a new set of cats. TNR works and the City needs to look at the ordinance and figure out a way to help the program. A caretaker is needed for each colony and once the cats are spayed/neutered, their lifespan is about three to five years. . Tame animals are good for the elderly, those that have physical ailments and people in the last stages of hospice care. The feral cat problem will not go away easily; it's going to take years. The goal is to remove the feral cats from the vision of intolerance. There are volunteers who work tirelessly for fundraisers and grants for TNR programs. He urged the City Council to review the ordinance's feeding ban and give the TNR program an opportunity to work.

Mayor Krieger asked what the average life span is for a well cared for cat. **Baliukas** stated it is about 12-14 years. **Mayor Krieger** asked if the TNR program shortens their life span to 3-5 years. **Baliukas** stated it is their environment that shortens their life span, not the TNR program.

Johnson asked why eradication of cats would bring new colonies but TNR would not, even though the population gradually declines. **Baliukas** explained that cats are a tight knit social animal but do not allow new cats to enter their colony. An un-neutered male cat roams a radius of up to five miles whereas a

neutered male cat will only roam a radius of a mile to a mile and a half. When cats are neutered, they stay in small groups and won't allow new feral cats in. Removing [euthanizing] an un-neutered cat population from a specific area, will only allow the area to become home to another nomadic, un-neutered male that will bring females. Keeping in mind the male will procreate in a five mile radius. **Johnson** asked when a TNR colony dies off, what keeps other feral cats from replacing them? **Baliukas** stated if a colony has a caretaker that feeds them, they will not migrate more than a two mile radius. The ordinance complicates this, as it eliminates the feeding of feral cats; therefore, eliminating the caretaker of the colony. **Johnson** stated the topic is not one that can be clarified in one night.

Stuart stated the City is working on establishing a humane solution to the feral cat problem. The original ordinance was enacted when Yuma was a much smaller community and has not been revised for 20 years. Due to the citywide concern of the feral cat population, the City is working to add a section addressing felines. Several neighborhood meetings were held and residents pleaded with the City to help control homes where there was a large feral and/or domestic cat population. The City Council, City Administrator, staff members and Shawn Smith from the HSOY have worked diligently to draft an animal control ordinance in an attempt to provide the community with a reasonable solution. The City's primary concern is the health and safety of the residents. Those who do not have an issue with feral cats in their neighborhood soon will if steps are not taken to address the problem now. He hopes that a sanctuary for feral cats can be developed where they can live out their lives in a safe environment after being spayed/neutered. Furthermore, the Yuma Community Foundation has funding for animal welfare, which has the potential to help create a sanctuary. This organization is not in competition with the HSOY's capital campaign.

Francis McGuire, 1034 S. Brangus Avenue, expressed his concern with the leash law, specifically for cats. Does this mean he has to chain his cat up in the yard when it wants out or be subject to fines? There are other suitable ways to identify pet cats from strays or feral cats. He also expressed concern over the unlawful feeding of stray dogs or cats. When does a cat become a stray?

Angela Sellers, 1516 S. 7th Avenue, a business owner, mother, pet owner, and member of Feline Friends stated she spends her own money and time utilizing TNR in caring for her own colony. She does not want to give up her colony because the cats get along with her dogs. Euthanizing feral cats is not the answer, she urged the City Council to consider compassionate and humane ways to help solve the feral cat issue. Restricting the feeding of feral cats won't prevent them from breeding.

Wayne Greene, 1801 E. San Marcos Drive, stated that he spends his own money to feed feral cats and does not regret doing so. These animals have no idea where their next meal is coming from and if they are lucky, they may be able to catch a bird. People complain that cats kill birds, but at the same time dove hunters shoot birds for sport. There are organizations trying to do the right thing. The City Council should stand back and let them operate. TNR is the only way to solve the feral cat problem. He urged City Council to consider setting up 'no kill' clinics, as they are doing in the State of Texas.

Lenore Anaya, 1552 Sunrise Lane, member of Feline Friends, stated the purpose and goal of Feline Friends is to trap, neuter and release the cats to their caregiver. The City has decided it will not help with the TNR program but will waive the fee during certain times of the year for citizens to trap cats and take them to the HSOY to be euthanized. Once a cat has been trapped, the chances of it getting in a trap again are slim-to-none; therefore, you really can't expect to put a collar on a feral cat or microchip it. Who is going to respond to the reports of a cat in someone's yard? Once that person gets there, the cat will be gone. Why is the City going to make a non-profit organization get a business license? The volunteers utilize TNR and it

costs the City nothing. She urged the City Council to tour the Humane Society and watch as the kennel manager makes a list of animals that have to be euthanized. Anaya invited the City Council to lend their support with the Cats on Main Street project.

Rene Ragsdale-Leeds, no address provided, expressed her opposition to the feeding ban. TNR works by knowing who is feeding the cats. Planned Pethood and the Humane Society have been working together for almost two years on TNR and in the last year over 800 cats were spayed or neutered within Yuma County. Because the citizens were scared to bring forward their colonies, more kittens have been born in Yuma County. Planned Pethood is now working with the caretakers of those colonies. Currently, Planned Pethood is working on getting more grants for the TNR program, but without the City Council supporting the project, securing the grants will be difficult.

Nancy Meister, 840 W. 19th Place, stated there weren't problems in her neighborhood until a neighbor started feeding feral cats. The TNR program would not solve her problem because the cats will still come in her yard and use it as a litter box. Cats carry toxoplasmosis, which is transferable to humans and very dangerous, especially to pregnant women. Stray cats are a public health nuisance. She thanked City staff for putting together an ordinance that addresses cats on the same level as dogs.

Paul Moreno, 3048 W. 28th Place, expressed his support for the licensing of cats and subjecting them to the leash law. His concern lies in TNR because it won't stop the cats from coming into his yard and using his garden as a litter box.

Cary Meister, 840 W. 19th Place, stated the problem with the ordinance would be effective enforcement. If the City is going to exempt TNR projects from some provisions of the ordinance, the City needs to make sure that these projects are meeting the objective of reducing the feral cat population. A periodic report should be required to determine whether the population of the TNR cats has declined. The TNR program fails to address the impact of feral cats on wildlife, which could pose a potential legal issue because some wildlife is protected by the International Migratory Bird Treaty along with Federal and State laws. By issuing the permits for the TNR program, the City will be involving itself. He urged the City Council to delete the section pertaining to TNR until it meets the goal of reducing feral cats.

Lolitta Causey, 2110 S. Roadrunner Avenue, member of Feline Friends, stated that the grants that Feline Friends of Yuma received for TNR will be utilized for a project on Main Street. TNR is not an overnight fix but neither is trap-kill. The definition of euthanasia is the act of putting an animal to death painlessly that is suffering from an incurable, painful disease or condition. Most feral cats are not suffering from disease – they are healthy animals. Clark County, Nevada chose TNR over trap-kill; an ear tipped cat that is picked up and can be matched to a colony will be released to the caretaker for the cost of vaccinations and a microchip. In order to properly implement the TNR program, somebody has to feed the colony. With the feeding ban, that is not possible. Lastly, once you trap a feral cat you will be lucky to trap it a second time. You can't expect to continuously trap the cats for rabies vaccinations in order to keep them licensed.

Scott Israels, 2297 W. 22nd Lane, suggested the ordinance target those pet owners who do not have their animals spayed/neutered.

Discussion

Mayor Krieger explained that the ordinance is being introduced tonight so there is an opportunity to amend it before it is adopted. The time has come to address the overpopulation of feral cats. The ordinance is not perfect and it may have some flaws but the City's previous approach to feral cats hasn't remedied the problem. The TNR program takes time to be implemented and become effective. Not only are feral cats a health issue, but they also are intruding on private property rights. Do neighbors have the right to impose soiled gardens and smells on neighboring property owners because their cats are free roaming? It is because of irresponsible pet owners that the City is now faced with a feral cat issue? There are a lot of cats that have never belonged to anyone and those are the cats that are being targeted, not domestic cats who accidentally get loose. The ordinance is an attempt to address the feral cat issues.

McClendon agreed that the proposed ordinance needs a few adjustments. Staff needs to obtain more input from the Director of HSOY. The TNR program does work, but not overnight. City Council needs to give it consideration. She has volunteered time in the Humane Society's shelter and witnessed what the animals have gone through, she urged everybody to do the same. McClendon inquired why the City is asking non-profit organizations to get a business license and a permit and stated if the extra quarantine time for animals is going to cost the City extra money, City Council should consider following what the State requires. The feeding ban will always be an issue; however, she would call those who left their numbers and continue to seek what others are doing. Cats don't stay in the yards when they are let out - they roam by nature. They also chase birds, which will never be controlled and will continue to be an issue.

Brooks agreed with McClendon but stated the licensing jobs should remain local.

Beeson gave kudos to staff for putting together the ordinance; however, there are still many unanswered questions.

Motion (Beeson/Brooks): To table the introduction of Ordinance O2010-03 until the February 2, 2010 Regular City Council Meeting.

Mayor Krieger asked Beeson what his intent was in tabling the introduction. **Beeson** stated that there is already a motion to amend the ordinance on the dais and there are other areas that need to be amended. Tabling the introduction would allow time to schedule a roundtable and have more discussion on the issues. The ordinance should be solid before it is introduced.

McClendon agreed with Councilmember Beeson, there are a few amendments that need to be made that will be a benefit to the City. A roundtable with the Director of the HSOY is recommended to iron out some of the issues.

Mayor Krieger stated the introduction should be moved to the Regular Council Meeting of February 16th rather than February 2nd, which will give staff more time to work on the ordinance. A presentation can be given at a worksession prior to the City Council meeting. This also affords the public more opportunity to review the ordinance online.

Johnson stated making the motion to table the introduction date specific is premature. The discussions held resulted in several amendments that address some of the issues at hand. If the introduction is tabled before the amendments are made, the City Administrator may or may not be able to direct staff to make the

changes since the City Council would not have voted on them. He would preferred to have the amendments voted on tonight.

McClendon stated the ordinance already had a presentation of staff corrections, and is not being introduced at this point. Would City Council be able to direct staff on the proposed amendments and then introduce the ordinance? **Johnson** stated that without voting on the amendments, it wouldn't be possible to know what the consensus of the City Council is. Figuring that out any other way would be construed as polling the City Council, and that is illegal per the open meeting laws. How would the City Administrator know what changes City Council wanted to make if the direction isn't made through the motions on the dais?

Wilkinson stated that just because the ordinance is scheduled for introduction tonight does not mean that it has to be adopted on February 2nd or 16th. Clear guidance will be effective in getting the ordinance amended. The amendments on the dais may provide clarification of why specific language was placed in the ordinance.

Johnson asked Beeson to withdraw his motion to allow the City Council to address the proposed amendments.

Beeson asked if the City Council could give direction to the City Administrator on the agenda item, or would it be considered polling? Would the City Councilmembers be able to communicate through the City Administrator? **Wilkinson** stated the issue is if one City Councilmember directs to do one thing and another says the opposite. Providing clarity through a quorum of the City Council would be helpful.

Beeson withdrew the motion and **McClendon** withdrew her second.

Johnson asked if the motions on the dais could both be made, or does it have to be one or the other. **Moore** stated they are mutually exclusive; therefore, one can be made or both can be made.

Motion (Johnson/Mendoza): To amend Ordinance O2011-03 as follows:

At Section 130-022 to add the words "dogs in service with a law enforcement agency nor to" after the words "shall not apply to"; and

At Section 103-025 to add the words "except when a dog or cat is inside a residential dwelling" at the end of the sentence; and

At Section 130-096 to add Section C to read as follows: "Exclusions. The provisions of this subchapter shall not apply to dogs in service with a law enforcement agency."

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

Motion (Stuart/Johnson): To amend Ordinance O2011-03 at Section 130-025 to add the sentence "Cats may be exempted from this provision provided the cat is implanted with a microchip by a veterinarian, or a person working under the supervision of a veterinarian." at the end of the section. Roll call vote: **adopted** 7-0.

Motion (Beeson/Johnson): To table the introduction of Ordinance O2011-03 Animal Control to the February 16, 2011 Regular Council Meeting. Roll call vote: **approved** 7-0.

Wilkinson stated there is not a requirement for cats to be on a leash and is unsure of where that information came from. A lot of good information came out of the neighborhood meetings and the City included recommendations from local veterinarians. The City does not charge a lot for permits; the idea is not to raise money but to see which organizations are doing TNR the correct way and so there aren't unknown organizations making an attempt at TNR. The City also wants to know who is releasing animals in the City. It is obvious the two major issues are the feeding ban and TNR.

Bushong displayed the following titles:

Ordinance O2011-03

An ordinance of the City Council of the City of Yuma, Arizona, establishing Animal Control Regulations within the City limits by amending the Yuma City Code, Chapter 130, Sections 001-999 and all previous animal control ordinances

(Admin)

VI. PUBLIC HEARINGS - none

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

APPOINTMENTS

Motion (Johnson/Mendoza): To appoint Councilmember Leslie McClendon to the Employee Benefit Trust. Voice vote: **approved** 7-0.

Motion (Brooks/Stuart): To appoint Mayor Alan L. Krieger to the Greater Yuma Economic Development Corporation (GYEDC) Executive Board. Voice vote: **approved** 7-0.

Motion (Stuart/Beeson): To appoint Mayor Alan L. Krieger to the GYEDC, Board of Directors. Voice vote: **approved** 7-0.

Motion (Johnson/Beeson): To appoint Councilmember Bobbi Brooks, as alternate, to the Greater Yuma Economic Development Corporation, Board of Directors. Voice vote: **approved** 7-0.

Motion (Stuart/Beeson): To appoint Mayor Alan L. Krieger to the Greater Yuma Port Authority. Voice vote: **approved** 7-0.

Motion (Mendoza/McClendon): To appoint Terre Catanzaro, as alternate, to the Greater Yuma Port Authority. Voice vote: approved 7-0.

Motion (Stuart/Brooks): To appoint Councilmember Raul Mendoza to the Western Arizona Council of Governments (WACOG), Executive Board. Voice vote: **approved** 7-0.

Motion (Mendoza/Beeson): To appoint Susana Chavez, as alternate, to WACOG, Regional Council on Aging. Voice vote: **approved** 7-0.

Motion (Mayor Krieger/McClendon): To appoint Councilmember Raul Mendoza to the Western Arizona Council of Governments (WACOG), Regional Council on Aging. Voice vote: **approved** 7-0.

Motion (Stuart/Johnson): To appoint Councilmember Raul Mendoza to the WACOG, Yuma County Advisory Board. Voice vote: **approved** 7-0.

Motion (Brooks/McClendon): To appoint the following to the Yuma Metropolitan Planning Organization, Executive Board:

Mayor Alan L. Krieger
Councilmember Paul Johnson
Councilmember Cody Beeson

Voice vote: **approved** 7-0.

Motion (Mendoza/Johnson): To appoint Wayne Eide to the Residential Advisory Board with an expiration term of December 31, 2015. Voice vote: **approved** 7-0.

Motion (Brooks/Johnson): To appoint Richard Olague to the Residential Advisory Board with an expiration term of December 31, 2015. Voice vote: **approved** 7-0.

Motion (McClendon/Mendoza): To appoint Pat Wicks as a Hearing Officer pursuant to the Yuma City Code Section 36-57 for the purpose of making a recommendations to the City Council regarding contract issues between the City of Yuma and Grey Mountain Construction. Voice vote: **approved** 7-0.

ANNOUNCEMENTS AND SCHEDULING

Mendoza reported attending the Senior Games Opening Ceremony at Carver Park on Tuesday, January 18, 2011.

Beeson reported on attending the Chamber of Commerce luncheon, neighborhood meetings regarding feral cats and the Yuma Crossing National Heritage Area Board meeting.

Mayor Krieger stated he would be attending a Border Mayor's Conference in Tucson.

VIII. SUMMARY OF CURRENT EVENTS

Wilkinson reported the seventh annual Ammonia Safety Day on January 20, 2011.

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Krieger** adjourned the meeting at 8:28 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

DRAFT



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: March 16, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Special Event Liquor License: Saint Francis of Assisi Parish

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Susan A. Bostic, on behalf of the Saint Francis of Assisi Parish, for a Benefit for the Children Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, April 9, 2011 from 5:00 p.m. to 12:00 a.m. (SP11-20)

REPORT:

Susan A. Bostic, on behalf of the Saint Francis of Assisi Parish, has applied for a Special Event Liquor License for a Benefit for the Children Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, April 9, 2011 from 5:00 p.m. to 12:00 a.m.

The application has been sent to Community Development, Police Department, Fire Department, and Risk Management 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. 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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda Bushong		2/28/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		2/28/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: March 16, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Special Event Liquor License: Humane Society of Yuma

SUMMARY RECOMMENDATION:

Approve a Special Event Liquor License application submitted by Krystal Dawn Hengl, on behalf of the Humane Society of Yuma, for the Critter Country Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, March 26, 2011 from 5:30 p.m. to 10:00 p.m. (SP11-21)

REPORT:

Krystal Dawn Hengl, on behalf of the Humane Society of Yuma, has applied for a Special Event Liquor License for the Critter Country Event. The fundraiser event will be held at the Palms RV Resort located at 3400 S. Avenue 7E on Saturday, March 26, 2011 from 5:30 p.m. to 10:00 p.m.

The application has been sent to Community Development, Police Department, Fire Department, and Risk Management 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. 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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda Bushong		2/28/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Jasmin Rodriguez		02/28/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

March 16, 2011

DEPARTMENT:

City Administration

DIVISION:

City Clerk

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

TITLE:

Liquor License: Lee & Pio Corporation dba Ah So Sushi & Robata

SUMMARY RECOMMENDATION:

Approve an Interim Permit/Person Transfer of a Bar (#6) Liquor License application submitted by James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona. (LL11-03)

REPORT:

James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona, has applied for an Interim Permit and Person Transfer of a Bar (#6) Liquor License. The license is being transferred from Diana Lynn Hastings, agent for Hooligans Comedy Club and Sports Bar, formerly located at 3950 W. 24th Street, Yuma.

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

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

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

Note: Ah So has applied for two liquor licenses – a # 12 (restaurant) and a #6 (bar) simultaneously. The #6 will allow the second location to open and operate under the interim permit of the #6; however, upon approval by the Arizona Department of Liquor Licenses and Control, the #6 will be placed in an inactive status and the #12 would be issued.

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 \$250.00				

ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. An Interim Permit/Person Transfer of a Bar, #6, Liquor Lic 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:
	Jack McArthur for Gregory K. Wilkinson	3/8/2011
	REVIEWED BY CITY ATTORNEY:	DATE:
	Steven W. Moore	3/7/2011
RECOMMENDED BY (DEPT/DIV HEAD):	DATE:	
Lynda Bushong	2/28/2011	
WRITTEN/SUBMITTED BY:	DATE:	
Flora L. Hatch	2/28/2011	



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

March 16, 2011

DEPARTMENT:

City Administration

DIVISION:

City Clerk

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

TITLE:

Liquor License: Lee & Pio Corporation dba Ah So Sushi & Robata

SUMMARY RECOMMENDATION:

Approve a New Restaurant (#12) Liquor License application submitted by James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona. (LL11-04)

REPORT:

James Neng Ki Lee, agent for Lee & Pio Corporation dba Ah So Sushi & Robata, located at 3950 W. 24th Street, Yuma, Arizona, has applied for a New Restaurant (#12) Liquor License.

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

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

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

Note: Ah So has applied for two liquor licenses – a # 12 (restaurant) and a #6 (bar) simultaneously. The #6 will allow the second location to open and operate under the interim permit of the #6; however, upon approval by the Arizona Department of Liquor Licenses and Control, the #6 will be placed in an inactive status and the #12 would be issued.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Application Fee \$250.00			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. New Restaurant (#12) 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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda Bushong		2/28/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Flora L. Hatch		2/28/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: March 16, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Off Track Betting License: Turf Paradise at Yuma Landing Company

SUMMARY RECOMMENDATION:
Approve a request submitted by David Johnson, Vice President of Turf Paradise, for an Off-Track Betting License at the Yuma Landing, located at 195 S. 4th Avenue, with a term to expire May 31, 2012, to coincide with the term of Turf Paradise's existing State license. The owners of the Yuma Landing have expressed their support for the Off-Track Betting operation. (OTB06-02)

REPORT:
David Johnson, Vice President of Turf Paradise, has requested the City Council approval of an Off-Track Betting (OTB) license for Turf Paradise to operate at the Yuma Landing, located at 195 S. 4th Avenue, with a term to expire May 31, 2012. The owners of Yuma Landing Company have expressed their support for the OTB operation.

State racing licenses are granted for a three-year period. Turf Paradise has requested their City OTB license to coincide with the term of their existing State Racing License and intends to operate at Yuma Landing beginning September 2011 through May 2012.

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

This request has been forwarded to the Department of Community Development, Police and Fire Departments and Business License for review. All departments have no opposition to the request for the stated OTB license. Upon City Council approval, this request will be forwarded to the Arizona Department of Racing for final processing.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Turf Paradise Letter of Request 2. Yuma Landing Letter of Support 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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		2/28/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Flora L. Hatch		2/28/2011		

FISCAL REQUIREMENTS	CITY FUNDS:	\$50,000.00	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: Various Accounts	
	TOTAL:	\$50,000.00		
	FISCAL IMPACT STATEMENT: Funding is available in the FY 2010-2011 Operating Budgets to cover the expenditures for this contract. Purchases will be made on an as-needed basis. The full dollar volume may not be expended for this contract, but if expenditures exceed the budgeted amounts, the appropriate budget transfers will be made.			
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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/1/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Melinda Holmes/Bill Pfannenstiel		2/28/2011		

**CITY OF YUMA
Plumbing Services (Citywide)
Bid #2011000274**

	WESTAR PLUMBING SERVICES CO LLC Yuma, AZ	AMERICAN EAGLE PLUMBING Yuma, AZ	PHD LLC Yuma, AZ	ELIMINATOR PLUMBING Yuma, AZ	AA ACTION PLUMBING OF YUMA Yuma, AZ	WESTMOOR ELECTRIC INC Yuma, AZ
1. Regular Service Call Fee Scheduled or Unscheduled Services Monday - Friday, 8:00 a.m. - 5:00 p.m.	\$0.00	\$0.00	\$30.00	\$75.00	\$60.00	\$65.00
2. Regular Hourly Rate (Per Person) Scheduled or Unscheduled Services Monday - Friday, 8:00 a.m. - 5:00 p.m.	\$55.00	\$60.00	\$75.00	\$75.00	\$60.00	\$65.00
3. Regular Hourly Rate (Additional Helper) Scheduled or Unscheduled Services Monday - Friday, 8:00 a.m. - 5:00 p.m.	\$30.00	\$30.00	\$48.00	\$0.00	\$45.00	\$55.00
4. Service Call Fee (Emergency Services) After 5:00 p.m., Mon - Fri, Weekends and/or Holidays	\$0.00	\$0.00	\$75.00	\$112.50	\$90.00	\$90.00
5. Hourly Rate (Emergency Services) After 5:00 p.m., Mon - Fri, Weekends and/or Holidays	\$70.00	\$90.00 \$120.00 * <small>* = X-mas & Thanksgvng</small>	\$95.00	\$112.50	\$90.00 \$100.00 * <small>* = Holiday</small>	\$90.00
6. Hourly Rate (Emergency Svcs-Add'l Helper) After 5:00 p.m., Mon - Fri, Weekends and/or Holidays	\$45.00	\$45.00 \$60.00 * <small>* = X-mas & Thanksgvng</small>	\$75.00	\$147.50	\$60.00	\$70.00
7. Flat Rate Fee Scheduled or Unscheduled Services Monday - Friday, 8:00 a.m. - 5:00 p.m.	\$0.00	\$0.00	\$0.00	\$75.00	\$60.00	\$65.00
8. Flat Rate Fee (Emergency Services) After 5:00 p.m.; Mon - Fri, Weekends and/or Holidays	\$0.00	\$0.00	\$0.00	\$112.50	\$90.00 \$100.00 * <small>* = Holiday</small>	\$90.00
9. Standard call out fee for less than 1 hour on site	\$0.00	\$0.00	\$75.00	\$75.00	\$0.00	\$65.00
Hourly Rates Total Bid (1 hr per type) (Sum of items 1-9 less holiday rates)	\$200.00	\$225.00	\$473.00	\$785.00	\$555.00	\$655.00
10. Sample : \$500.00 worth of Replacement Parts/Supplies Cost to City with Discount	25% \$375.00	20% \$400.00	20% \$400.00	35% \$325.00	25% \$375.00	5% \$475.00
Hourly Holiday/Emergency Services Rates only	\$0.00	\$180.00	\$0.00	\$0.00	\$200.00	\$0.00
Total of hourly rates plus sample parts/supplies cost plus holiday service rates	\$575.00	\$805.00	\$873.00	\$1,110.00	\$1,130.00	\$1,130.00
		For items sold at 5% of MSRP price w/b 10% above vendor cost				
Service Guaranteed within hours:	1.5	2	2	2	1 - 2	2
Payment Discount Terms	5% 10/Net 30	5% 30/Net 30	2% 15/Net 30	0%	0%	2% 15/Net 30
City's cost on a \$500.00 invoice less payment discount	\$475.00	\$475.00	\$490.00	\$500.00	\$500.00	\$490.00

Recommended Bidders



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: March 16, 2011

DEPARTMENT: Police

DIVISION: Administration

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

TITLE:
Intergovernmental Agreement: Arizona Western College

SUMMARY RECOMMENDATION:
Authorize an Intergovernmental Agreement between Arizona Western College and the City of Yuma for the use of the City of Yuma Public Safety Training Facility.

REPORT:
Arizona Western College (AWC) wishes to enter into an agreement with the City of Yuma, through the Police Department, to allow AWC to use the City's Public Safety Training Facility. As a User Agency, AWC would be permitted to use the facility for training of sworn law enforcement officers, fire fighters, civilian personnel, volunteers, and other appropriate public safety related activities. The IGA is for an initial term of five years with the option to renew for an additional five year period. The IGA contains provisions for indemnification of the City by AWC, insurance, and fees. At such time as the City establishes a schedule of fees for use of the facility, AWC agrees to pay those fees.

This IGA has been approved by the appropriate authorities at AWC.

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: None at this time.			
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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Jerry Geier		2/23/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Dan Rhodes		2/16/2011		

INTERGOVERNMENTAL AGREEMENT
USE OF THE CITY OF YUMA PUBLIC SAFETY TRAINING FACILITY

This Intergovernmental Agreement with an effective date of _____, 20__ by and between the City of Yuma, (hereinafter the “City”) and Arizona Western College, (hereinafter the “User Agency”).

I. Purpose

The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the User Agency is permitted to use the City’s Public Safety Training Facility (the “PSTF”) for training of personnel and related activities.

II. Use of the PSTF

Permissible uses of the PSTF by the User Agency shall include training of sworn officers, fire fighters, civilian personnel, and volunteers, or such other uses as deemed appropriate by mutual agreement of the Parties. Use of the PSTF shall be scheduled in advance in the manner and in the form prescribed by the City.

III. Authority

The Parties are authorized to enter into this Agreement pursuant to A.R.S. §§11-951, et. seq, and A.R.S. §13-3872.

IV. Duration, Renewal and Termination

This Agreement shall continue in full force and effect for an initial term of five (5) years and may be renewed for an additional five (5) year period upon written request by the User Agency to the City no less than sixty (60) days prior to the date of expiration of the current term. The decision to renew shall be in the sole discretion of the City.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days notice to the other Party. Within ten (10) days following termination or non-renewal of this Agreement, the User Agency shall return any and all property of City unless otherwise agreed in writing by the Parties.

V. Use Fees and Other Charges

The User Agency agrees to pay fees to the City for the use of the PSTF pursuant to this Agreement in such amounts as may from time to time be established by the City and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the PSTF that is or may be damaged, destroyed or rendered inoperable as result of the User Agency’s use of the PSTF pursuant to this Agreement. Use fees and other charges as provided herein shall be due

and payable upon receipt by the User Agency of the City's written invoice itemizing said fees and charges.

VI. Equipment Requirements

Prior to use of the PSTF pursuant to this Agreement, the City shall provide to the User Agency a written list of supplies and equipment that specifies the equipment and materials that will be necessary for the User Agency's personnel to properly use the PSTF. The User Agency shall obtain all listed equipment and supplies prior to its use of the PSTF.

VII. Supervision and Control

The City may assign a monitor to ensure the appropriate use of the PSTF. All instructors or support personnel must be supplied by the User Agency. The City reserves the right, in its sole discretion, to immediately terminate any use of the PSTF if it is determined that such use has resulted or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.

VIII. Employment Status and Compensation/Relations of the Parties

Each of the Parties shall provide required workers' compensation insurance, salary, benefits, and appropriate equipment for their respective employees.

Except as otherwise provided by law, in the performance of this Agreement, each Party will be acting in its individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

IX. Workers' Compensation/Posting of Notices

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of the City and User Agencies operating under this Agreement shall be deemed to be an employee of both agencies. The primary agency shall be solely liable for payment of workers' compensation benefits.

The City agrees to provide any postings or notices to employees as required by A.R.S. §23-1022(E) or as otherwise provided by law.

X. Non-discrimination

The Parties to this Agreement shall comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and education opportunity laws, rules and regulations, including the Americans with

Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XI. Indemnification

Liability.

- (a) Assumption of Risk; Indemnity. User Agency agrees to conduct its activities on the PSTF in a careful and safe manner. As a material part of the consideration to the City, User Agency agrees to assume all risk of damage to and loss or theft of User Agency's property or the property of persons attending or participating in User Agency's activities while such property is stored or used on the PSTF, damage to the PSTF, and injury or death to persons arising from or related to User Agency's use or occupancy of the PSTF in, upon, or about the PSTF from any cause, and User Agency waives all claims against the City. User Agency further agrees to indemnify, hold harmless and defend the City and its officers, members, managers, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) related to, arising out or alleged to arise out of, or in connection with: (i) User Agency's use or occupancy of the PSTF, or any activity or thing done, performed or suffered by User Agency, its agents, its contractors, its employees, licensees, invitees or persons attending or participating in User Agency's activities in or about the PSTF by reason of any act, omission or negligence of User Agency, any of its agents, its contractors, its employees, licensees, or invitees, or persons attending or participating in User Agency's activities; (ii) any loss, injury, death or damage to persons or the PSTF on or about the PSTF by reason of any act, omission or negligence of User Agency, or any of its agents, its contractors, its employees, licensees or invitees, or persons attending or participating in User Agency's activities; or (iii) any breach or default in the performance of any obligation on User Agency's part to be performed under the terms of this Agreement.
- (b) Limitation on Negligence of the City; PSTF Accepted "As Is". User Agency hereby acknowledges and agrees that the City has given User Agency full prior access to all portions of the PSTF for inspection of the PSTF to determine its suitability for the intended use, including the right to inspection of the PSTF prior to any scheduled use. User Agency acknowledges that User Agency's personnel who conducted such inspections have all the relevant structural, materials, electrical and other expertise necessary to make such a determination, and that any failure of User Agency's said personnel to locate any such defect whatsoever which might lead to any of the losses, damage or liability indemnified against under paragraph (a) above, or User Agencies' failure to inspect, will constitute negligence on the part of the User Agency and its inspectors, and will not be considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis, and User Agency agrees not to conduct any activities on any portion of the PSTF which User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken. User Agency hereby

represents and warrants to the City that the foregoing provisions are not in violation of any limitation on any certificate insurance which User Agency has provided to the City hereunder, and that nothing in this Agreement will cause any such insurance or certificate of insurance to be invalid.

XII. Insurance

In addition to compliance with the indemnity provisions as set forth in Section XI of this Agreement, the User Agency shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the City and the User Agency against any and all claims arising from the User Agency's use of the PSTF pursuant to this Agreement, including, but not limited to, claims arising from the acts, omissions or negligence of the User Agency, its officers, employees, contractors, invitees or agents, or persons attending or participating in User Agency's activities and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the City, occurring during such use. User Agency, at its expense, shall procure and maintain during the term of this Agreement a policy of commercial general liability insurance in an amount of not less than Three Million Dollars (\$3,000,000.00), single limit, Five Million Dollars (\$5,000,000.00), aggregate, against claims for bodily injury, death and property damage occurring in connection with User Agency's use of the PSTF. Any such insurance shall name the City as an additional insured. User Agency understands and agrees that the certificate of insurance is a condition precedent to use of the PSTF. All policy forms shall be subject to review and approval of the City. Prior to the effective date of this Agreement the User Agency shall provide the City with certificates of insurance with formal Endorsements and such other documents as may be requested by the City in order to confirm the existence and adequacy of the insurance coverage specified herein. The User Agency shall notify the City no less than ten days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. The Parties understand and agree that the policy limits or other provisions of insurance coverage obtained and maintained pursuant to this Section shall in no way limit the User Agency's indemnification obligations pursuant to Section XI of this Agreement.

XIII, Institutional Review Process

Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and specific details as to the use of the PSTF and specific activities, including without limitation any special devices used in the training experience. User Agency agrees that the City may request that any individual such activities not be undertaken, in the City's discretion. The foregoing notwithstanding, the City's failure to object to any such activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged in the course of any of the use of the PSTF.

XIV. Environmental Regulations.

User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities without first obtaining the City's written consent, which the City may give or withhold in its sole discretion, or revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User Agency breaches these obligations or if the presence of Hazardous Substances on, in or about the PSTF caused or permitted by User Agency results in contamination of any part of the PSTF, or if contamination of any part of the PSTF, or if contamination by Hazardous Substance otherwise occurs in a manner for which User Agency is legally liable, then User Agency will indemnify and hold harmless the City from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User Agency causes or permits the presence of any Hazardous Substance on, in or about the PSTF and this results in contamination of any part of the PSTF, User Agency will promptly, at its sole cost and expense, take all necessary actions to return the PSTF and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User Agency shall first obtain the City's approval for any such remedial action. "Hazardous Waste" or a "Hazardous Substance" as used herein are defined terms pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

XV. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

XVI. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVII. Governing Law and Venue

Interpretation of this Agreement will be in accord with the laws of the State of Arizona. The Parties understand and agree that any litigation arising out of this Agreement shall be deemed to be within the jurisdiction of the Superior Court for Yuma County.

XVIII. Conflict of Interest

This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein.

XIX. Notices

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the addresses set forth below or at such alternate addresses as may be specified in writing:

<u>City of Yuma</u>	<u>User Agency</u>
<u>Gregory K. Wilkinson</u>	<u>Mr. Daniel D. Hann</u>
<u>City Administrator</u>	<u>Vice President for Administrative Svcs.</u>
<u>One City Plaza</u>	<u>Arizona Western College</u>
<u>P.O. Box 13014</u>	<u>P O Box 929</u>
<u>Yuma, AZ. 85366-3014</u>	<u>Yuma, AZ 85366-0929</u>

XX. Assignment

This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.

XXI. Dispute Resolution

Claims, disputes or other matters in question between the Parties relating to this Agreement or breach thereof may be decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration if the parties mutually agree. Request for arbitration must be filed in writing with the other party to this Agreement.

XXII. No Partnership

Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

XXIII. Sudan/Iran Investments and Business Operations

By entering into this Agreement, each Party certifies to the other that it does not have scrutinized business operations in Sudan or Iran as those terms are defined in A.R.S. §35-391 *et seq.* and §35-393 *et seq.*

XXIV. Employment Eligibility

Each party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees

and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on this Agreement to ensure that the other party or its subcontractors are complying with this warranty.

XXV. Default

If User Agency fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to the City, whether at law or in equity, the City may immediately terminate this Agreement and any and all rights of User Agency.

XXVI. Approvals

City of Yuma

By: _____
Gregory K. Wilkinson
Its: City Administrator

Date: _____

Attest:
City Clerk

Linda L. Bushong

City Attorney

Steven W. Moore

User Agency: Arizona Western College

By: Jerrami C. Stofft for Dr. Glenn Mayle
Glenn E. Mayle
Its: President

Date: 2/14/11

Date: Feb 11, 2011

Attorney
John C. Richardson



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: March 16, 2011

DEPARTMENT: Police

DIVISION: Administration

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

TITLE:

Intergovernmental Agreement: Western Arizona Law Enforcement Training Academy

SUMMARY RECOMMENDATION:

Authorize an Intergovernmental Agreement between the Western Arizona Law Enforcement Training Academy and the City of Yuma for the use of the Public Safety Training Facility.

REPORT:

The Western Arizona Law Enforcement Training Academy (WALETA) wishes to enter into an agreement with the City of Yuma, through the Police Department, to allow them to use the City's Public Safety Training Facility. As a User Agency, WALETA will be permitted to use the facility for training of law enforcement cadets and for other appropriate public safety or law enforcement activities. The IGA contains provisions for indemnification of the City by AWC, insurance, and fees. At such time as the City establishes a schedule of fees for use of the facility, WALETA agrees to pay those fees.

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: None at this time.			
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:	
	Jack McArthur for Gregory K. Wilkinson		3/8/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Steven W. Moore		3/7/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Jerry Geier		2/25/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart for Claudia Leyva		2/22/2011		

INTERGOVERNMENTAL AGREEMENT
USE OF THE CITY OF YUMA PUBLIC SAFETY TRAINING FACILITY

This Intergovernmental Agreement with an effective date of _____, 20__ by and between the City of Yuma, (hereinafter the “City”) and the Western Arizona Law Enforcement Training Academy, (hereinafter the “User Agency”).

I. Purpose

The Parties desire to enter into this Agreement for the purpose of establishing terms and conditions whereby the User Agency is permitted to use the City’s Public Safety Training Facility (the “PSTF”) for training of personnel and related activities.

II. Use of the PSTF

Permissible uses of the PSTF by the User Agency shall include training of sworn officers, fire fighters, civilian personnel, and volunteers, or such other uses as deemed appropriate by mutual agreement of the Parties. Use of the PSTF shall be scheduled in advance in the manner and in the form prescribed by the City.

III. Authority

The Parties are authorized to enter into this Agreement pursuant to A.R.S. §§11-951, et. seq, and A.R.S. §13-3872.

IV. Duration, Renewal and Termination

This Agreement shall continue in full force and effect for an initial term of five (5) years and may be renewed for an additional five (5) year period upon written request by the User Agency to the City no less than sixty (60) days prior to the date of expiration of the current term. The decision to renew shall be in the sole discretion of the City.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days notice to the other Party. Within ten (10) days following termination or non-renewal of this Agreement, the User Agency shall return any and all property of City unless otherwise agreed in writing by the Parties.

V. Use Fees and Other Charges

The User Agency agrees to pay fees to the City for the use of the PSTF pursuant to this Agreement in such amounts as may from time to time be established by the City and incorporated into a written schedule of use fees. The User Agency also agrees to pay for any and all consumable product replacement, repair and/or replacement of property and/or loaned equipment at the PSTF that is or may be damaged, destroyed or rendered inoperable as result of the User Agency’s use of the PSTF pursuant to this Agreement. Use fees and other charges as provided herein shall be due

and payable upon receipt by the User Agency of the City's written invoice itemizing said fees and charges.

VI. Equipment Requirements

Prior to use of the PSTF pursuant to this Agreement, the City shall provide to the User Agency a written list of supplies and equipment that specifies the equipment and materials that will be necessary for the User Agency's personnel to properly use the PSTF. The User Agency shall obtain all listed equipment and supplies prior to its use of the PSTF.

VII. Supervision and Control

The City may assign a monitor to ensure the appropriate use of the PSTF. All instructors or support personnel must be supplied by the User Agency. The City reserves the right, in its sole discretion, to immediately terminate any use of the PSTF if it is determined that such use has resulted or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.

VIII. Employment Status and Compensation/Relations of the Parties

Each of the Parties shall provide required workers' compensation insurance, salary, benefits, and appropriate equipment for their respective employees.

Except as otherwise provided by law, in the performance of this Agreement, each Party will be acting in its individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

IX. Workers' Compensation/Posting of Notices

Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of the City and User Agencies operating under this Agreement shall be deemed to be an employee of both agencies. The primary agency shall be solely liable for payment of workers' compensation benefits.

The City agrees to provide any postings or notices to employees as required by A.R.S. §23-1022(E) or as otherwise provided by law.

X. Non-discrimination

The Parties to this Agreement shall comply with all applicable provisions of State and Federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other Federal and State employment and education opportunity laws, rules and regulations, including the Americans with

Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XI. Indemnification

Liability.

- (a) Assumption of Risk; Indemnity. User Agency agrees to conduct its activities on the PSTF in a careful and safe manner. As a material part of the consideration to the City, User Agency agrees to assume all risk of damage to and loss or theft of User Agency's property or the property of persons attending or participating in User Agency's activities while such property is stored or used on the PSTF, damage to the PSTF, and injury or death to persons arising from or related to User Agency's use or occupancy of the PSTF in, upon, or about the PSTF from any cause, and User Agency waives all claims against the City. User Agency further agrees to indemnify, hold harmless and defend the City and its officers, members, managers, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) related to, arising out or alleged to arise out of, or in connection with: (i) User Agency's use or occupancy of the PSTF, or any activity or thing done, performed or suffered by User Agency, its agents, its contractors, its employees, licensees, invitees or persons attending or participating in User Agency's activities in or about the PSTF by reason of any act, omission or negligence of User Agency, any of its agents, its contractors, its employees, licensees, or invitees, or persons attending or participating in User Agency's activities; (ii) any loss, injury, death or damage to persons or the PSTF on or about the PSTF by reason of any act, omission or negligence of User Agency, or any of its agents, its contractors, its employees, licensees or invitees, or persons attending or participating in User Agency's activities; or (iii) any breach or default in the performance of any obligation on User Agency's part to be performed under the terms of this Agreement.
- (b) Limitation on Negligence of the City; PSTF Accepted "As Is". User Agency hereby acknowledges and agrees that the City has given User Agency full prior access to all portions of the PSTF for inspection of the PSTF to determine its suitability for the intended use, including the right to inspection of the PSTF prior to any scheduled use. User Agency acknowledges that User Agency's personnel who conducted such inspections have all the relevant structural, materials, electrical and other expertise necessary to make such a determination, and that any failure of User Agency's said personnel to locate any such defect whatsoever which might lead to any of the losses, damage or liability indemnified against under paragraph (a) above, or User Agencies' failure to inspect, will constitute negligence on the part of the User Agency and its inspectors, and will not be considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis, and User Agency agrees not to conduct any activities on any portion of the PSTF which User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken. User Agency hereby represents and warrants to the City that the foregoing provisions are not in violation of

any limitation on any certificate insurance which User Agency has provided to the City hereunder, and that nothing in this Agreement will cause any such insurance or certificate of insurance to be invalid.

XII. Insurance

In addition to compliance with the indemnity provisions as set forth in Section XI of this Agreement, the User Agency shall obtain and maintain general liability insurance coverage in an amount and in such forms as necessary to protect the City and the User Agency against any and all claims arising from the User Agency's use of the PSTF pursuant to this Agreement, including, but not limited to, claims arising from the acts, omissions or negligence of the User Agency, its officers, employees, contractors, invitees or agents, or persons attending or participating in User Agency's activities and against any and all claims arising from injuries or damages, however caused, sustained by any person or persons or to the property of any person, persons or other entities, including the City, occurring during such use. User Agency, at its expense, shall procure and maintain during the term of this Agreement a policy of commercial general liability insurance in an amount of not less than Three Million Dollars (\$3,000,000.00), single limit, Five Million Dollars (\$5,000,000.00), aggregate, against claims for bodily injury, death and property damage occurring in connection with User Agency's use of the PSTF. Any such insurance shall name the City as an additional insured. User Agency understands and agrees that the certificate of insurance is a condition precedent to use of the PSTF. All policy forms shall be subject to review and approval of the City. Prior to the effective date of this Agreement the User Agency shall provide the City with certificates of insurance with formal Endorsements and such other documents as may be requested by the City in order to confirm the existence and adequacy of the insurance coverage specified herein. The User Agency shall notify the City no less than ten days prior to any changes in coverage including policy forms, policy limits, cancellations, non-renewals or changes in insurance carriers. The Parties understand and agree that the policy limits or other provisions of insurance coverage obtained and maintained pursuant to this Section shall in no way limit the User Agency's indemnification obligations pursuant to Section XI of this Agreement.

XIII. Institutional Review Process

Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and specific details as to the use of the PSTF and specific activities, including without limitation any special devices used in the training experience. User Agency agrees that the City may request that any individual such activities not be undertaken, in the City's discretion. The foregoing notwithstanding, the City's failure to object to any such activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged in the course of any of the use of the PSTF.

XIV. Environmental Regulations.

User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities without first obtaining the City's written consent, which the City may give or withhold in its sole discretion, or revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User Agency breaches these obligations or if the presence of Hazardous Substances on, in or about the PSTF caused or permitted by User Agency results in contamination of any part of the PSTF, or if contamination of any part of the PSTF, or if contamination by Hazardous Substance otherwise occurs in a manner for which User Agency is legally liable, then User Agency will indemnify and hold harmless the City from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User Agency causes or permits the presence of any Hazardous Substance on, in or about the PSTF and this results in contamination of any part of the PSTF, User Agency will promptly, at its sole cost and expense, take all necessary actions to return the PSTF and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User Agency shall first obtain the City's approval for any such remedial action. "Hazardous Waste" or a "Hazardous Substance" as used herein are defined terms pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

XV. Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the Parties.

XVI. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

XVII. Governing Law and Venue

Interpretation of this Agreement will be in accord with the laws of the State of Arizona. The Parties understand and agree that any litigation arising out of this Agreement shall be deemed to be within the jurisdiction of the Superior Court for Yuma County.

XXIV. Employment Eligibility

Each party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on this Agreement to ensure that the other party or its subcontractors are complying with this warranty.

XXV. Default.

If User Agency fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to the City, whether at law or in equity, the City may immediately terminate this Agreement and any and all rights of User Agency.

XXVI. Approvals

City of Yuma

User Agency: _____

By: _____

By: _____

Gregory K. Wilkinson

Title: City Administrator

Title: _____

Date: _____

Date: _____

Attest:
City Clerk

Date: _____

Lynda L. Bushong

City Attorney

Attorney

Steven W. Moore



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

March 16, 2011

DEPARTMENT:

City Administration

DIVISION:

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

TITLE:

Statement of Opposition: Road Funding by Arizona Department of Transportation

SUMMARY RECOMMENDATION:

Authorize a resolution in opposition of eliminating previously dedicated monies to Yuma County and diverting such funding to other Arizona jurisdictions.

REPORT:

Arizona Department of Transportation (ADOT) through the 2011-2014 State Transportation Improvement Program (STIP) has proposed the elimination of \$20 million previously dedicated to Yuma County. The funding is for the U.S. Highway 95 project which would include the reconstruction of Fortuna Wash Bridge and Avenue 11E intersection and widening of the roadway.

The City of Yuma is in support of the U.S. Highway 95 project which is a critical project for the Yuma Proving Ground (YPG). YPG provides over 3,500 jobs to Arizona workers; many of those employed are Yuma residents. It is critical that the State of Arizona protect YPG with regards to the Base Realignment and Closure (BRAC).

ADOT has also proposed diverting \$5 million of funding from the San Luis II Port of Entry. The City of Yuma has built a strong relationship with its Sister City of San Luis, Sonora, Mexico, and funded the San Luis II Port of Entry project with thousands of dollars. The port of entry commerce is vital to the Yuma area, as it assists in maintaining and growing retail and commercial jobs.

It is for the above noted reasons that the City of Yuma opposes the proposed elimination of funding.

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			
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			3/11/2011
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Gregory K. Wilkinson			3/11/2011	
WRITTEN/SUBMITTED BY:			DATE:	

RESOLUTION NO. R2011-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, EXPRESSING OPPOSITION TO THE ELIMINATION OF ROAD FUNDING PREVIOUSLY DEDICATED TO YUMA COUNTY THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION AND DIVERTING THE FUNDING TO OTHER ARIZONA JURISDICTIONS

WHEREAS, the City of Yuma has great interest and concern regarding all modes of transportation that are to be constructed within its city limits and the surrounding area; and,

WHEREAS, the reconstruction of the Fortuna Wash Bridge (U.S. Highway 95 project) is a critical project to the Yuma Proving Ground (YPG) as there is currently no uninterrupted all-weather roadway access to YPG and the General Motors Desert Proving Ground; and,

WHEREAS, the City of Yuma is in support of the U.S. Highway 95 project to help protect the Yuma Proving Ground and Marine Corps Air Station (MCAS-Yuma) in the next round of the Base Realignment and Closure (BRAC) as well as protecting the local and state economies; and,

WHEREAS, the State Transportation Board has previously passed a Resolution of Support designating U.S. Highway 95 from a new commercial port of entry, San Luis II, to its intersection with Interstate 40 as a portion of the CANAMEX Corridor to facilitate the national and transnational movement of goods, services, people and information; and,

WHEREAS, the Arizona Department of Transportation (ADOT) through the 2011-2014 State Transportation Improvement Program (STIP) has proposed to eliminate \$20 million dollars for roadway construction of the U.S. Highway 95 project for the reconstruction of Fortuna Wash Bridge and Avenue 11E intersection and widening of the roadway for fiscal year 2012 and 2013; and,

WHEREAS, ADOT is proposing to divert \$20 million in funding to other jurisdictions of Arizona which is counter productive as delaying or eliminating the project will likely impact the Yuma Proving Grounds which provides over 3,500 jobs to Arizona workers; and,

WHEREAS, ADOT is further proposing to divert \$5 million in state road construction funding from fiscal year 2013 from the San Luis II Port of Entry project; and;

WHEREAS, continued commerce between US and Mexico through the San Luis II Port of Entry is vital to the Yuma area to assist in maintaining and growing retail and commercial jobs.

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

SECTION 1: That the City Council of the City of Yuma opposes the elimination of funding by ADOT for the Reconstruction of the Fortuna Wash Bridge (U.S. Highway 95 project) through the 2011-2014 STIP, or any delay of the U.S. Highway 95 project by moving the project to an out year or beyond what is currently shown in the published Draft 2011-2014 STIP dated January 20, 2011.

SECTION 2: That the City Council of the City of Yuma opposes the elimination of funding by ADOT for the San Luis II Port of Entry project through the 2011-2014 STIP, or any delay of the San Luis Port of Entry project by moving the project to an out year or beyond what is currently shown in the published Draft 2011-2014 STIP dated January 20, 2011.

Adopted this _____ day of _____, 2011.

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:	March 16, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	Community Development	<input type="checkbox"/> Resolution
DIVISION:	Community Planning	<input type="checkbox"/> Ordinance - Introduction
		<input checked="" type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE: Annexation Area No. A2010-07: Johnson Trust		
SUMMARY RECOMMENDATION: Authorize annexation of property generally located at the southeast corner of Avenue 8½E and 32nd Street.		
REPORT: The City received the requisite annexation petitions and is proceeding with completion of an annexation action for the area designated in the annexation map A2010-007. In accordance to Arizona law, a blank petition with a legal description and a map of the area to be annexed was filed with the County Recorder on January 6, 2011. There was a 30-day waiting period after recording the map and petition with the County Recorder before the signatures could be obtained. During that time, a public hearing for annexation A2010-07 was held by the City Council on February 2, 2011, to comply with the State annexation law, Section 9-471 of the Arizona Revised Statutes. All appropriate and necessary notice and posting requirements have been met. After a 30-day waiting period and the public hearing the following procedures were followed: 1. The signatures of the property owners were obtained such that at least one-half of the value of the real and personal property is represented AND such that more than one-half of the parcel owners are represented. No modifications, including increases or decreases to the territory to be annexed, were made after the first property owners in the area signed the annexation petition. 2. Within one year after the last day of the 30-day waiting period, these completed petitions were received and recorded with the office of the Yuma County Recorder. Following the recording of the completed petitions, an ordinance must be adopted by the City Council changing the City boundaries to include the annexation area.		

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		2/23/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		2/23/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Laurie Lineberry		2/15/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Jennifer L. Albers		2/15/2011		

ANNEXATION PETITION A2010-07
Johnson Trust Annexation

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

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

A portion of Section 11 of Township 9 South, Range 22 West of the Gila & Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 11;

Thence South along the North-South Midsection Line of said Section 11 a distance of 100 feet to the True Point of Beginning, point also described in Annexation Ordinance O97-75, recorded as FEE # 1997-32517, Yuma County Records;

Thence continuing South along the North-South Midsection Line of said Section 11, also being the East Line of said Annexation Ordinance O97-75 a distance of 1,193.23 feet, more or less to a point lying 30.00 feet North of the Southwest Corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 11, described in Annexation Ordinance O2005-14, recorded as FEE # 2005-12509;

Thence East along a line parallel to and 30.00 feet North of the South Line of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 11, also being the North Line of said Annexation Ordinance O2005-14, a distance of 536.45 feet, more or less, to a point lying on the West Line of DESERT AIR MOBILE ESTATES UNIT 3 recorded in Book 9 of Subdivision Plats, Pages 72 & 73, Yuma County Records, said point also lying 30.00 North of the Southwest Corner of said subdivision;

Thence North along the West Line of said DESERT AIR MOBILE ESTATES UNIT 3 subdivision, a distance of 631.64 feet to the Northwest Corner of said subdivision;

Thence East along the North Line of said DESERT AIR MOBILE ESTATES UNIT 3 subdivision, a distance of 130.00 feet to a point lying on the Northwest Corner of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 11, point also being the Southwest corner of the DESERT AIR COMMERCIAL ESTATES Subdivision recorded in Book 9 of Subdivision Plats, Pages 50 & 51, Yuma County Records;

Thence continuing East along the South Line of said DESERT AIR COMMERCIAL ESTATES subdivision a distance of 30.00 feet to the East right-of-way line of DESERT AIR BOULEVARD;

Thence North along the East right-of-way line of DESERT AIR BOULEVARD a distance of 512.96 feet to a tangent curve concave Southeasterly of 30.00 feet radius;

Thence Northeasterly along the said tangent curve, concave Southeasterly of 30 foot radius a radial distance of 47.45 feet to a point lying on the South line of 32nd Street right-of-way, being 119 feet South of the North Line of said Section 11, also being the South line of Annexation Ordinance O97-75;

Thence West along the South line of 32nd Street (formerly U.S. Highway 80), also being the North line of said DESERT AIR COMMERCIAL ESTATES subdivision, a distance of 43.48 feet to a point of deflection of the South right-of-way line of 32nd street (formally U.S. Highway 80);

Thence West-Southwesterly along said (previous) right-of-way line and a straight line a distance of 496.82 feet, more or less, to a point of deflection of said right-of way;

Thence Northwesterly along said right-of-way and a straight line distance of 139.32 feet, more or less, to a point lying 100 feet South of the North Line of Section 11;

Thence Westerly along a line lying 100 feet South of and parallel with the North Line of Section 11 to a point on the North-South Midsection Line of said Section 11, point also being the True Point of Beginning.

Containing 15.8 acres, more or less.

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

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

DATE	SIGNATURE	MAILING ADDRESS	PARCEL ID/LEGAL DESCRIPTION
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(Legal description can be Lot/Block/Subdivision; Book/Map/Parcel; or Metes and Bounds)

Print Name of Property Owner: _____

ORDINANCE NO. O2011-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, ANNEXING TO SAID CITY A PORTION OF SECTION 11 OF TOWNSHIP 9 SOUTH, RANGE 22 WEST OF THE GILA AND SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AND PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO

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

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

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

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

WHEREAS, the provisions of A.R.S. § 9-471, Arizona Revised Statutes, and amendments thereto, have been fully observed; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AS FOLLOWS:

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

A portion of Section 11 of Township 9 South, Range 22 West of the Gila & Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 11;

Thence South along the North-South Midsection Line of said Section 11 a distance of 100 feet to the True Point of Beginning, point also described in Annexation Ordinance O97-75, recorded as FEE # 1997-32517, Yuma County Records;

Thence continuing South along the North-South Midsection Line of said Section 11, also being the East Line of said Annexation Ordinance O97-75 a distance of 1,193.23 feet, more or less to a point lying 30.00 feet North of the Southwest Corner of the Northwest Quarter of the Northeast Quarter (NW¹/₄NE¹/₄) of said Section 11, described in Annexation Ordinance O2005-14, recorded as FEE # 2005-12509;

Thence East along a line parallel to and 30.00 feet North of the South Line of the Northwest Quarter of the Northeast Quarter (NW¹/₄NE¹/₄) of said Section 11, also being the North Line of said Annexation Ordinance O2005-14, a distance of 536.45 feet, more or less, to a point lying on the West Line of DESERT AIR MOBILE ESTATES UNIT 3 recorded in Book 9 of Subdivision Plats, Pages 72 & 73, Yuma County Records, said point also lying 30.00 North of the Southwest Corner of said subdivision;

Thence North along the West Line of said DESERT AIR MOBILE ESTATES UNIT 3 subdivision, a distance of 631.64 feet to the Northwest Corner of said subdivision;

Thence East along the North Line of said DESERT AIR MOBILE ESTATES UNIT 3 subdivision, a distance of 130.00 feet to a point lying on the Northwest Corner of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE¹/₄NW¹/₄NE¹/₄) of said Section 11, point also being the Southwest corner of the DESERT AIR COMMERCIAL ESTATES Subdivision recorded in Book 9 of Subdivision Plats, Pages 50 & 51, Yuma County Records;

Thence continuing East along the South Line of said DESERT AIR COMMERCIAL ESTATES subdivision a distance of 30.00 feet to the East right-of-way line of DESERT AIR BOULEVARD;

Thence North along the East right-of-way line of DESERT AIR BOULEVARD a distance of 512.96 feet to a tangent curve concave Southeasterly of 30.00 feet radius;

Thence Northeasterly along the said tangent curve, concave Southeasterly of 30 foot radius a radial distance of 47.45 feet to a point lying on the South line of 32nd Street right-of-way, being 119 feet South of the North Line of said Section 11, also being the South line of Annexation Ordinance O97-75;

Thence West along the South line of 32nd Street (formerly U.S. Highway 80), also being the North line of said DESERT AIR COMMERCIAL ESTATES subdivision, a distance of 43.48 feet to a point of deflection of the South right-of-way line of 32nd street (formally U.S. Highway 80);

Thence West-Southwesterly along said (previous) right-of-way line and a straight line a distance of 496.82 feet, more or less, to a point of deflection of said right-of way;

Thence Northwesterly along said right-of-way and a straight line distance of 139.32 feet, more or less, to a point lying 100 feet South of the North Line of Section 11;

Thence Westerly along a line lying 100 feet South of and parallel with the North Line of Section 11 to a point on the North-South Midsection Line of said Section 11, point also being the True Point of Beginning.

Containing 15.8 acres, more or less.

SECTION 2. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Yuma, certified by the Mayor of the City of Yuma, be forthwith filed and recorded in the office of the County Recorder of Yuma County, Arizona.

Adopted this _____ day of _____, 2011.

APPROVED:

Alan L. Krieger
Mayor

ATTESTED:

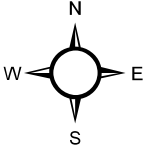
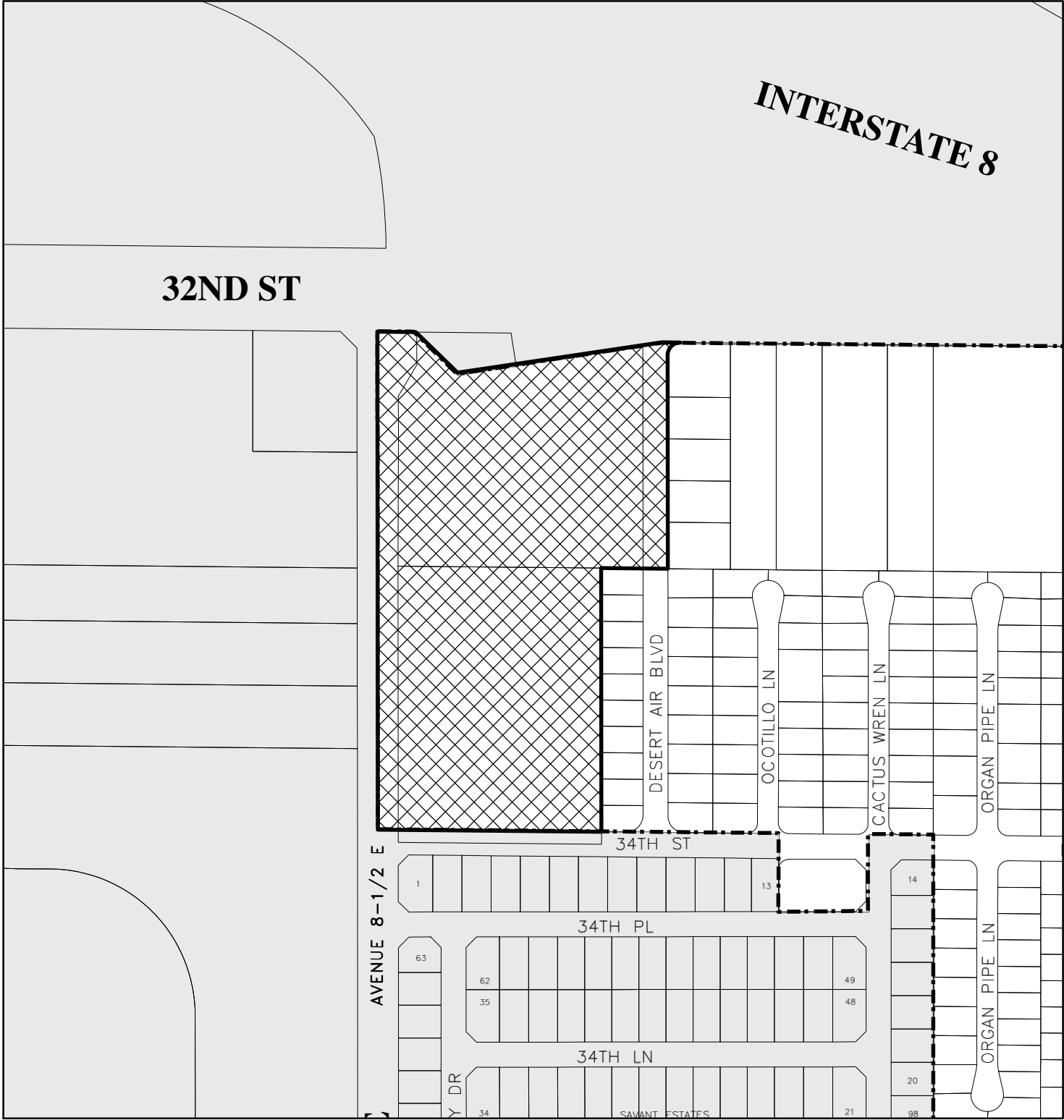
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney

INTERSTATE 8

32ND ST



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

NOT TO SCALE
INFORMATION TECHNOLOGY
SERVICES, ENTERPRISE
GIS

**City of Yuma, Arizona
Annexation Area No. A2010-07**

- City of Yuma
- Annexation Area



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	March 16, 2011	<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 Properties: Northeast corner of Avenue B and 31st Street, Yuma, AZ.

SUMMARY RECOMMENDATION:

Rezone properties from the General Commercial (B-2) District to the General Commercial / Aesthetic Overlay (B-2/AO) District. The applicant is the City of Yuma on behalf of Stephen and Shirley Kleppe, Bobby and Elizabeth Merritt. (Z2010-015).

REPORT:

On February 14, 2011, the Planning and Zoning Commission voted to recommend APPROVAL of the request to rezone properties located at the northeast corner of Avenue B and 31st Avenue from the General Commercial (B-2) District to the General Commercial/Aesthetic Overlay (B-2/AO) District because the request is in conformance with the Pre-annexation Agreement.

The Pre-annexation Agreement stipulates that the Aesthetic Overlay (AO) will also be added to the properties. This was not done during the annexation process; therefore staff is initiating this rezone to add the Aesthetic Overlay (AO) to the aforementioned properties to be in compliance with the Pre-annexation Agreement.

Staff is not requiring any land dedications, or improvements as a condition for adding the Aesthetic Overlay (AO) zoning designation to the properties.

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

“David Koopmann – Chairman Planning and Zoning Commission, asked if there were additional impacts for the developer.

“Bobette Bauermann – Principal Planner, said no.

“Del Cave – Planning and Zoning Commissioner, asked if this was the property where the Sonic was located. **Bauermann** said yes.

“Marty Carter- Planning and Zoning Commissioner, asked if the zoning change included properties attached to the Sonic. **Bauermann** showed the area being rezoned on a map.

APPLICANT / APPLICANT’S REPRESENTATIVE

None

OPEN PUBLIC COMMENT

None

CLOSE PUBLIC COMMENT

MOTION

“Motion by Carter, second by Conde, to APPROVE Case Number Z2010-015. Motion carried unanimously (5-0) with Brockington and Underhill absent.’

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$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:
	Jack McArthur for Gregory K. Wilkinson			3/8/2011
	REVIEWED BY CITY ATTORNEY:			DATE:
	Steven W. Moore			3/7/2011
	RECOMMENDED BY (DEPT/DIV HEAD):			DATE:
Laurie Lineberry			2/16/2011	
WRITTEN/SUBMITTED BY:			DATE:	
Bobette Bauermann			2/16/2011	



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

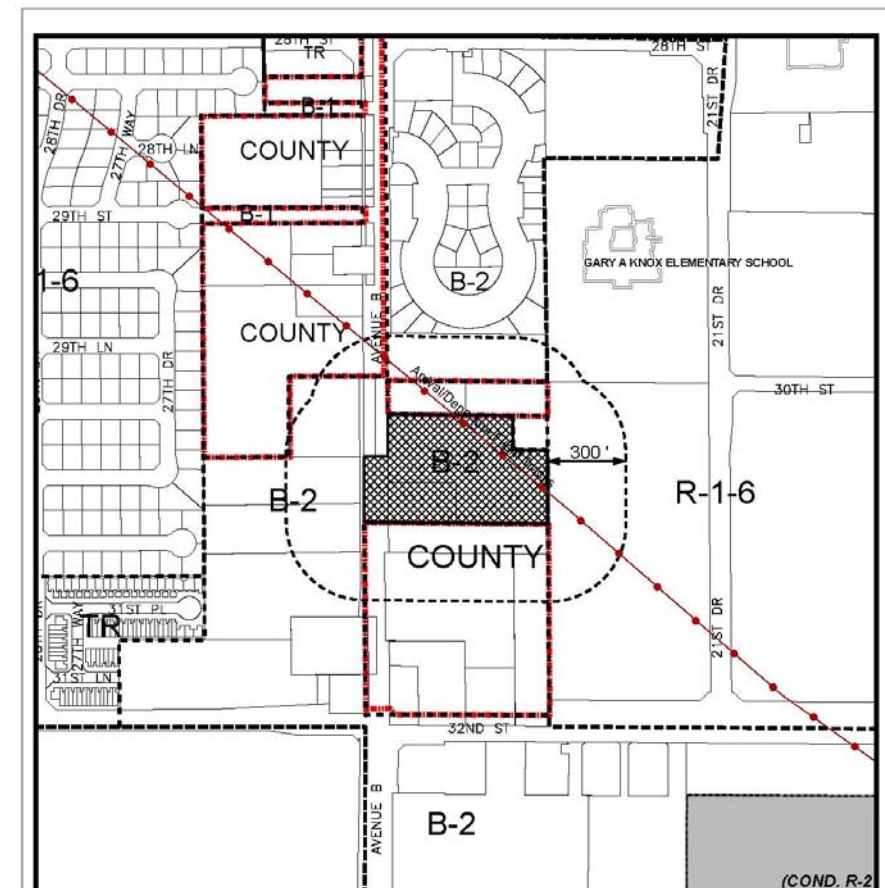
Hearing Date: February 14, 2011

Case Number: Z2010-015

Project Description/Location: Rezone approximately 6 acres from the General Commercial (B-2) District to the General Commercial/ Aesthetic Overlay (B-2/AO) District for property located at the Northeast corner of Avenue B and 31st Street, Yuma, AZ.

	Existing Zoning	Existing Land Use	Land Use Designation
Site	General Commercial (B-2)	Sonic	Commercial
North	General Commercial (B-2)	Barber College, Rural Metro, Pilkington	Commercial
South	County Zoning	Westco Pipe Supply, Residential	Commercial
East	General Commercial (B-2)	Undeveloped	Commercial
West	General Commercial (B-2)	First Assembly of God, Yuma Furniture	Commercial / Mixed Use

Location Map



Prior site actions: Pre-annexation Agreement: R2010-40, need to add AO to conform, Annexation A2010-04, Ord. O2010-43 - Rezoned to B-2 upon Annexation.

Staff recommendation: Staff recommends **APPROVAL** of the rezoning of the properties from the General Commercial (B-2) District to the General Commercial/Aesthetic Overlay (B-2/AO) District because the request is in conformance with the Yuma General Plan and is compatible with the surrounding land uses.

Suggested Motion: Motion to **APPROVE** the rezoning of the properties from the General Commercial (B-2) District to the General Commercial/Aesthetic Overlay (B-2/AO) District because the request is in conformance with the Yuma General Plan and is compatible with the surrounding land uses.

Staff Analysis: The properties consist of approximately six (6) acres with frontage on Avenue B. The southern portion of the site was recently developed in the County with a Sonic Drive-in. Prior to annexation (#O2010-43) the properties were located in the County Commercial and Heavy Industrial Districts; upon annexation the land was rezoned to General Commercial (B-2) District per the pre-annexation agreement.

The City of Yuma General Plan designates this area as Commercial and the request to rezone the property to General Commercial / Aesthetic Overlay (B-2/AO) District is in conformance with the General Plan.

The current policy states that all annexed properties will be rezoned upon annexation as long as it is in conformance with our Joint Land Use Plan. The aforementioned properties were rezoned to General Commercial (B-2) upon annexation.

The Pre-annexation agreement stipulates that the Aesthetic Overlay (AO) will also be added to the properties. This was not done during the annexation process; therefore staff is initiating the rezone to add the Aesthetic Overlay (AO) to the properties to be in compliance with the Pre-annexation Development Agreement.

Staff is not requiring any land dedications, or improvements as a condition for rezoning the properties after annexation into the City of Yuma.

Proposition 207 waiver was recorded under Fee#2010-20397. The Avigation Easements were recorded on September 10, 2010 under Fee#2010-22301 and Fee#2010-22302.

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

Yes

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

No Dedications were addressed with the Pre-annexation Development Agreement R2010-40 Sonic.

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: None Received.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: N/A

Final staff report delivered to applicant on: January 24, 2011

- Applicant agreed with all of the conditions of approval on: No conditions are required with rezoning upon annexation.
- 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
Site Plan	Aerial Photo

Project Planner: Bobette Bauermann, 373 -5000 #3038 Bobette.bauermann@yumaaz.gov
Principal Planner

Prepared By: Bobette Bauermann, Principal Planner **Date:**

Reviewed By: Bruce Heckman, Planning Manager **Date:**

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

**ATTACHMENT B
AERIAL PHOTO**



ORDINANCE NO. O2011-09

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 GENERAL COMMERCIAL (B-2) DISTRICT TO THE GENERAL COMMERCIAL / AESTHETIC OVERLAY (B-2/AO) DISTRICT AND AMENDING THE ZONING MAP TO CONFORM THERETO

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on February 14, 2011 in Zoning Case No: Z2010-015 in the manner prescribed by law for the purpose of rezoning a parcel of property hereinafter described to the General Commercial / Aesthetic Overlay (B-2/AO) District as provided for in Chapter 154 of the City of Yuma Code; and,

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner as provided by law, including publication of such notice in the Yuma Sun on January 21, 2011; and,

WHEREAS, the City Council has considered the recommendation of the Planning and Zoning Commission regarding Case No: Z2010-015 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:

A parcel of land located within the northwest quarter (NW ¼) of the southwest quarter (SW ¼) of the southwest quarter (SW ¼) of Section 5, and the northeast quarter (NE ¼) of the southeast quarter (SE ¼) of the southeast quarter (SE ¼) of Section 6, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona;

Contiguous territory within the County of Yuma, State of Arizona, more particularly described as follows:

The south 416.50 feet of the north 548.50 feet of the northwest quarter (NW ¼) of the southwest quarter (SW ¼) of the southwest quarter (SW ¼) of Section 5, Township 9 South, Range 23 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona,

Except the west 48.00 feet thereof and further except the east 132.00 feet of the south 132.00 feet of the north 264.00 feet of said northwest quarter (NW ¼) of the southwest quarter (SW ¼) of the southwest quarter (SW ¼) of Section 5;

And including that portion of Avenue B right-of-way abutting the west boundary of the above described parcel, not already annexed to the City of Yuma, Containing 6.00 acres, more or less.

be placed in the General Commercial / Aesthetic Overlay (B-2/AO) District, as defined by Chapter

154 of the Yuma City Code, as amended; that upon this Ordinance becoming final, said property shall be subject to all rules, regulations and requirements of Chapter 154 of the Yuma City Code, as amended, pertaining to the General Commercial / Aesthetic Overlay (B-2/AO) 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 so as to show that said property described in this Ordinance will be located within the District herein provided.

Adopted this _____ day of _____, 2011.

APPROVED:

Alan L. Krieger
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney