



City of YUMA

**CITY OF YUMA
REGULAR CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
WEDNESDAY, APRIL 06, 2011
5:30 P.M.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

FINAL CALL for submission of Speaker Request Forms

PRESENTATIONS

I. CALL TO THE PUBLIC

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

II. MOTION CONSENT AGENDA

All items listed on the Motion Consent Agenda will be considered and enacted with one motion. There will be no separate discussion of these items unless a Councilmember so requests. In which event, the item will be removed from the Motion Consent Agenda and the vote or action will be taken separately.

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

- 9. 1. Regular Worksession December 14, 2010
- 15. 2. Regular Worksession January 4, 2011
- 16. 3. Special City Council Meeting/Roundtable February 1, 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)

21. 2. Permanent Extension of Premises: LZ Bar and Grill

Approve an application for a Permanent Extension of Premises/Patio Liquor License Permit submitted by William Edward Malo, agent for LZ Bar & Grill, 2175 S. Harley Drive, Yuma, Arizona, for multiple yearly events. (EP11-03) (City Administration/ City Clerk) (Lynda L. Bushong)

23. 3. Declare Surplus and Authorize Sale of Equipment

Declare as surplus and authorize sale of equipment through the online auction using the cooperative purchase agreement originated by the City of Tucson with Public Surplus, LLC, Provo Utah. (Finance/Purchasing Division - Bid #2007000461) (Bill Pfannenstiel)

25. 4. Sole Source Contract: Upgrade of Software, Maintenance and Support

Award Sole Source contract for the upgrade of the existing software, maintenance and support (one-year) at \$108,163.00 (plus tax) and future annual maintenance and support costs estimated not to exceed \$100,000.00 to: Radio IP, Montreal Quebec, Canada

27. 5. Bid Award: New 12" Waterline - Avenue 3E South of 16th Street

Award to the lowest responsive/responsible bidder for the New 12" Waterline - Avenue 3E South of 16th Street, at a total cost of \$289,463.95 to: CEMEX Construction Materials South, LLC, Yuma, Arizona. (City Engineering-Bid #2010000369) Paul Brooberg

30. 6. Bid Award: PVC Plastic Pipe Fittings and Related Accessories

Award to the three responsive/responsible bidders with the highest discount offered for PVC Plastic Pipe Fittings and Related Accessories, a one-year contract with the option to renew for four additional one-year periods. Renewal will depend on the appropriation of funds and satisfactory performance. It is estimated the first year cumulative cost will be approximately \$15,000.00, which will exceed \$50,000.00 over the five-year life of the contract with the following firms:

1. Ewing Irrigation Products, Yuma, AZ
2. Yuma Nursery Supply, Yuma, AZ
3. Yuma Winnelson Company, Yuma, AZ

(City Wide - Bid #2011000220) (Bill Pfannenstiel)

33. 7. Cooperative Purchase Agreement: Fleet Services Warehouse Stock Items

Authorize the use of various cooperative purchase agreements for the purchase of Fleet Services Warehouse Stock Items, at an estimated annual amount of \$500,000.00 (excluding tax) to:

1. State of Arizona
2. Western States Contract Alliance (WSCA)
3. Mohave Educational Services Cooperative
4. US Communities
5. The Cooperative Purchasing Network (TCPN)
6. Strategic Alliance for Volume Expenditures (SAVE)
7. Yuma Educational Purchasing Association (YEPA)
8. Cooperative Agreements with various Municipal Agencies

(Bid #2008000488 & #2011000295 Field Operations/Fleet Services/Warehouse)
(Joel Olea)

35. 8. Request for Proposal: Third Party Claims Administration/Workers' Compensation

Authorize staff to execute a one-year contract with the option to renew for four additional one-year periods, depending on the appropriation of funds and satisfactory performance, to be utilized by the Human Resources Department of the City of Yuma at an estimated annual cost of \$29,850.00 for the first two years, to the following provider: TriStar Risk Management, Long Beach, CA. (RFP #2011000172 Human Resources) (Jack Dodd)

37. 9. Yuma Parks and Recreation Facility Naming List

Approve the Yuma Parks and Recreation facility naming list for the purpose of standardizing the names of City facilities. (Parks & Recreation/Administration) (Becky Chavez)

40. 10. Intergovernmental Agreement: Yuma County Election Services

Approve an Intergovernmental Agreement (IGA) between the City of Yuma, Yuma County and the Yuma County Recorder for the provision of election services for Fiscal Years 2011-2016. (City Administration/City Clerk) (Lynda L. Bushong)

48. 11. Intergovernmental Agreement: Yuma County

Approve an Intergovernmental Agreement with Yuma County for waterline installation along Avenue C, between 8th Street and 1st Street, at an estimated amount of \$545,565.00. (City Engineering/Administration) (Paul Brooberg)

55. 12. Agreement: Mattel, Inc.

Authorize the City Administrator to execute a License Agreement with Mattel, Inc. (Police/Administration) (Jerry Geier)

61. 13. Intergovernmental Agreement: Yuma Metropolitan Planning Organization

Recommend approval of this Intergovernmental Agreement (IGA) between the City of Yuma and Yuma Metropolitan Planning Organization (YMPO) for the provision of vehicle wash services. This IGA is for one year term renewable for four additional one year terms. (Public Works/Fleet Services) (Joel Olea)

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.

68. A. Resolution R2011-05 City of Yuma 2011 Primary and General Election

Call of Election for the 2011 City of Yuma Primary and General Elections to be held August 30, 2011 and November 8, 2011, respectively. (City Administration/City Clerk) (Lynda Bushong)

72. B. Resolution R2011-06 Development Fee Deferral: Ingold Family Investments, LLC

Approve a Development Agreement with Ingold Family Investments, LLC, deferring Citywide Development Fees for Lot 4B of the Yuma Commerce Center (YCC) Lot 4 Multi-Tenant Building Lot Split. (City Engineering/Administration) (Paul Brooberg)

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.

81. A. Ordinance O2011-09 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)

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.

91. A. Ordinance O2011-10 Zoning Code Text Amendment: Conditional Use Permit Time Extensions

Amend the City of Yuma Zoning Code, Title 15, Chapter 154, Sections 02.02 and 03.05 to grant authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits. (Community Development/Community Planning) (Laurie Lineberry)

99. B. Ordinance O2011-11 Amendment: Citywide Development Fees

Amend City Code, Title 15, Chapter 157, Sections 157-005(B), making the three-year update of Citywide Development Fees permissive rather than mandatory. (City Engineering/Administration) (Paul Brooberg)

102. C. Ordinance O2011-12 Easement to Arizona Public Service Company

Authorize the conveyance of an easement to Arizona Public Service Company (APS) for power supply to Joe Henry Park facilities. (City Engineering/Administration) (Paul Brooberg)

VI. PUBLIC HEARINGS & RELATED ACTIONS

There are no public hearings scheduled at this time.

VII. APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Discussion and possible action on the following items:

1. Appointments:

- Housing Authority of the City of Yuma: Appointment of Chair and Vice Chair
- Housing Authority of the City of Yuma: one unexpired term to expire on 12/31/11
- Clean and Beautiful Commission: one term to expire on 12/31/15

2. Announcements:

- City Council report on meetings/events attended – City Council report on issues discussed in meetings/events attended by a City Council representative in their official capacity as the City's representative during the period of March 17, 2011 through April 6, 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.

3. Scheduling: Motion to schedule future City Council meetings pursuant to Arizona Revised Statutes Section 38-431.02 and the Yuma City Code, Chapter 30.

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
December 14, 2010
5:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, Beeson, McClendon (arrived at 5:01 p.m.), Brooks, Johnson and Mayor Krieger

Councilmembers Absent: none

Staffmembers Present: City Administrator, Greg Wilkinson
Director of City Engineering, Paul Brooberg
Director of Parks & Recreation, Becky Chavez
Director of Community Development, Laurie Lineberry
Various department heads or their representatives
City Clerk, Lynda Bushong

I. REGULAR CITY COUNCIL MEETING AGENDA OF DECEMBER 15, 2010

Motion Consent Agenda Item B6: Donation: Granite Tables

Mendoza asked for the value of the donated tables. **Wilkinson** responded that the estimated value of the granite tables is about \$3,000-\$5,000 each. The plan is to have a ceremony acknowledging the donor once the tables are in place. The Armed Forces Park and City Hall are two of the locations selected to have tables put in; other locations will be identified at a later time.

Adoption of Ordinances Consent Agenda Item B: Ordinance O2010-65 Property Acquisition: 1651 S. 1st Avenue

Mendoza inquired if the purchase price of the property [1651 S. 1st Avenue] in Ordinance O2010-65 was at fair market value. **Brooberg** replied that the price was negotiated through the City's Real Property Agent and is very close to the property's fair market value.

Motion Consent Agenda Item B5: Agreement: Yuma Territory Live Steamers

McClendon asked for additional detail of how the Yuma Territory Live Steamers (YTLS) would function.

Chavez informed City Council that the YTLS made a presentation during the Regular Worksession Meeting on May 5, 2009. YTLS offers a small gauge train and track that children can ride. Trial rides were completed by setting up a temporary track at the West Wetlands Park and Riverside Park; positive feedback was received from the public. The Parks and Recreation department would like to have YTLS permanently set up at the Riverside Park, unfortunately permission from the State has not been received due to their back log. In the mean time YTLS is looking to temporarily locate their train

at the Joe Henry Memorial Park. YTLS will store the train and equipment in a Conex Box that will be painted to blend in with the park.

McClendon inquired how often the rides will be available to the public, if admission will be charged, and if the City will assist with public announcements regarding the schedule. **Chavez** replied that the train will run once or twice a month and donations will be accepted. The City will be assisting with getting the word out for YTLS. YTLS may sell concessions in which the City of Yuma would receive 4% of the sales.

Johnson asked if the agreement with YTLS will be like a concessionaire. **Chavez** responded that the agreement being presented is for a one year period with an option to renew for another year. An evaluation of the agreement may be completed at a later time to determine how the City would like to handle the agreement on an ongoing basis.

Resolution Consent Agenda Item A: Resolution R2010-67 Grant Application: Local Transportation Assistance Fund II

McClendon requested clarification on Resolution R2010-67 to understand where funds will be applied. **Wilkinson** informed City Council that this will probably be the last year the City will be eligible to apply for the Local Transportation Assistance Fund II (LTAF II). If the LTAF II funds are approved, the funds will be for a two years period. The plan is to use the LTAF II funds as part of the City's contribution to the Intergovernmental Public Transit Authority; which was approved by the Board of Supervisors on Monday, December 13, 2010 during the Board of Supervisors Regular Meeting.

II. YUMA REGIONAL DEVELOPMENT PLAN

Lineberry introduced Paul Melcher the Planning Director for Yuma County. About a year ago Mr. Melcher contacted all of the jurisdictions in Yuma County to discuss the possibility of applying the Joint Land Use Plan (JLUP) that was developed in 1996 as a county wide document. Within the last 15 years the boundaries in Yuma County have significantly changed which impact the existing JLUP. Currently, all airport restrictions, the continued need for military support, and the agriculture and military preservation are areas being reviewed to ensure the JLUP properly represents these areas. The new document will go through a Public Hearing process in order to be added to the City's General Plan as an appendix.

Melcher presented the following:

- During the initial development of the Yuma Regional Development Plan (YRDP) the group drew upon the past knowledge of Councilmember Johnson, the current chairman of the Board of Supervisors Casey Prochaska, and Yuma County Planning & Zoning member Max Bardo to get a real feel of why the JLUP was initially created.
- The JLUP encompassed the City of Yuma and Yuma County. The YRDP will include Yuma County, City of Yuma, City of San Luis, City of Somerton, Town of Wellton, Marine Corps Air Station – Yuma (MCAS), and Yuma Proving Ground (YPG) to create a global Yuma regional document. Yuma County wants to ensure that although we are regional competitors, we are also regional advocates.

- Highlights of the JLUP
 - The JLUP was originally developed in 1996 to be a blueprint of the land uses and policies for the future of the City of Yuma and Yuma County.
 - A foundation for the compatibility of activities in the vicinity of the MCAS and Yuma International Airport
 - The goals and objectives are:
 - The protection and promotion of agriculture, the air station, and tourism
 - The plan for expansion of industrial sector opportunities that can provide more year-round employment prospects
 - Serve as an amendment to the respective City of Yuma General Plan and the Yuma County Comprehensive Plan.
 - The current boundaries of the JLUP are roughly Avenue D, County 17th St, Avenue 10E, and County 1st Street.
 - The land use designations adopted and maintained in a common map for the JLUP are the noise contours, flight overpass, and approach and departure zones.
- Changes in boundaries such as when Somerton annexed north closer toward the City of Yuma and annexed through some of the regulatory boundaries of MCAS are contributing factors of why Yuma County was compelled to develop a county-wide planning document to include Yuma County, City of Yuma, City of Somerton, City of San Luis, Town of Wellton, MCAS, and YPG.
- The YRDP focuses on six overall policies which are: coordinated and compatible planning, concentrated urban development, military and general aviation preservation, valley agriculture preservation, industrial and commercial development, and rural development and lifestyle preservation.
- The similarities shared between the YRDP and the JLUP include:
 - Protection of the valley agriculture, military operations, and tourism
 - Goals and objectives that encourage industrial and commercial development
 - Key military map elements
 - Promotion of contiguous sustainable development of industrial, commercial, and residential areas and the preservation of rural lifestyle where warranted.
- YRDP updates to the JLUP
 - The agriculture designation changed from prime agriculture to valley agriculture, due to the several interpretations that could constitute as prime agriculture. The group designated the most productive agriculture, such as the high end productivity crops like lettuce and leafy greens as valley agriculture.
 - Updated military and valley agriculture maps
 - A regional planning meeting to replace the joint P&Z, Board of Supervisor, and City Council meetings. The purpose of these meetings will be to address topics from each entity. These meetings will allow all entities to comment and review the regional planning elements and how they are impacting individual entities.
 - Incorporates the Joint Land Use Study (JLUS) elements, Yuma Proving Grounds, and the airfields of significance
 - The YRDP establishes local control of land uses and not a common map. It's become increasingly difficult to try to maintain the JLUP map and include all adopted changes from the City and County.
 - Review planning elements and come up with more common development regulations to create commonality of regulations and plans.
 - Development of additional economic development policies

Johnson requested detail of how the commonality of regulations and plans would be implemented. In the past the City and County standardized their definition of Residential Zoning R16 with only one exception to the width. Is the intent to try and get all the entities to have the zoning and the land use plans standardized? **Melcher** responded that the general intent is to standardize the regulations and plans. The group is unsure of what pitfalls might be encountered, but the goal is to eventually have one common document. Some steps have been taken to adopt common land use identifiers and it's anticipated that some elements cannot be rectified and differences will exist.

Melcher continued the presentation with the following:

- The entity map identifies all the entities within Yuma County participating in the development of the YRDP.
- A clearance map has been added to the military maps, because of the importance to have the ability to observe the clearance areas as development continues.
- Next Steps
 - Get some initial comment/feedback on the YRDP from the board, commissions, and Councils. The draft document has not been distributed for review, it's been maintained internally.
 - Adoption by the respective Councils and Board of Supervisors
 - Incorporate the YRDP into the respective General and Comprehensive plans.
 - Establish short and long term goals, implementation, rules and regulations, and schedule an annual review in addition to the annual planning meeting.

Discussion

Mayor Krieger requested clarification of what is expected to occur during the annual review meetings. **Melcher** informed City Council that the initial plan is to have the annual review meetings serve as a discussion forum. The Councils and Planning Commissions will determine the discussion topics then the group will provide input to reach a common solution. Discussion topics may include new business industries looking to locate within Yuma County, Planners introducing a set of common subdivision regulations, and other issues of this nature.

Mayor Krieger questioned how will land owners be included during the discussion phase and will comments/feedback be incorporated in the YRDP. **Melcher** explained to City Council that the first phase is to present the document to the Board of Supervisors and Councils for feedback. During this phase we will also meet with representatives in the agriculture industry to get their input. The second phase will include circulating the document for public review and collecting their comments/feedback through public meetings. It will be important to inform citizens that the document has been updated not changed; the document has essentially maintained the core elements and goals and objectives of the JLUP.

Mayor Krieger stated that it's important to ensure the community will be able to assist with the formulation of the plan.

McClendon added that the presentation was in tune with the comments received from the community of the desire for the City and County to adopt similar regulations and plans. Citizens need to see the City and County working together and also have their input being considered while we work towards this common goal. Have the other entities reviewed and agreed to the YRDP? **Melcher** agreed that the collaboration between the City and County needs to be visible to citizens. The information presented to City Council and the Board of Supervisors are recommendations, by the Planners, based on technical data, ultimately the goals and objectives are adopted by the respective entities. The

preservation of agriculture, military, and private property owner's rights in addition to the promotion of tourism are priority.

Johnson expressed his concern that a citizen's committee has not been formed to involve the community in the development process of the YRDP. In the past a key factor in getting the public to accept major projects such as the JLUP, the 1997 Major Roadways Plan, and the City's 2002 General Plan was to create a committee formed by citizens during the initial stages of the plans. There needs to be a clear definition of the type of items that will be addressed during the annual review to avoid the process becoming overwhelming. **Mayor Krieger** agreed. **Lineberry** informed City Council that the department is fully aware of the importance of obtaining public participation. The group has been conscience to build on the efforts of the 1996 JLUP and has not changed any of the goals. The desired outcome is to have the same goals apply to all jurisdictions.

Mayor Krieger conveyed concern about the interaction between Yuma, Somerton, and MCAS. MCAS is a critical area, how is the group going to work with MCAS and Somerton to effectively manage the encroachment? **Melcher** responded that Somerton will have to abide by the rules and regulations. **Lineberry** added that the document is goal oriented. The outcome will be goals and policies and each jurisdiction will decide how to implement them.

Mayor Krieger asked if there is an outlet to the YRDP that addresses future plans as to what may happen to the Foothills area. **Melcher:** In relation to future planning past Avenue 10E, the [Yuma County Water Management Plan] Yuma 208 Plan was recently presented to the Yuma County Planning & Zoning Commission for the initial recommendation of approval. This will help address some of the water and wastewater infrastructures that might arise with continued development. Multiple meetings occur throughout the course of the year to discuss global planning concepts and evaluate when urban development occurs in the Foothills area. Eventually, there will be a need to discuss of how far west development will continue.

Mayor Krieger inquired if a component exists that moves us towards Metro-Government. **Lineberry** stated that at this time no plans exist of moving towards a Metro-Government environment. The focus is to have all entities continue to work together.

Johnson urged to stay consistent with the labeling and colors used to illustrate maps to help avoid any unnecessary confusion. Although, it would be convenient to have common standards; it wouldn't be wise to compromise requirements and repeat the same mistakes made in the past. **Lineberry** advised that part of the challenge is finding common ground to satisfy all of the entities included in the YRDP.

Paula Backs, MCAS, indicated that MCAS has worked well with the City of Somerton, Yuma County, and the City of Yuma on all zoning issues.

III. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION

Stuart reported that he had attended two meetings representing the City. The first meeting was held on December 2, 2010 at Arizona Western College regarding the commencement of a needs assessment for a four-year university in Yuma. Then on December 8, 2010 at the Yuma County Library a meeting was held to discuss the launch of a strategic planning process which will help determine the library district's focus on the direction the libraries will take in the coming years.

IV. ADJOURNMENT/EXECUTIVE SESSION

The meeting adjourned at 5:56 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

DRAFT

MINUTES
REGULAR WORKSESSION
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
January 4, 2011
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
Purchasing and Contracts Manager, Bill Pfannenstiel
Various department heads or their representatives
City Clerk, Lynda Bushong

I. REGULAR CITY COUNCIL MEETING AGENDA OF JANUARY 5, 2011

Motion Consent Agenda Item B11: Request for Proposal: Ambulance Billing Services

Mendoza inquired if bids were submitted by local vendors. **Pfannenstiel** responded that packages were distributed to two local vendors but no bids were received.

II. ADDITIONAL ITEMS FOR POSSIBLE DISCUSSION

Mayor Krieger reported that he and Councilmember Beeson attended the inauguration of Governor Jan Brewer on January 3, 2011 in Phoenix.

III. ADJOURNMENT/EXECUTIVE SESSION

The meeting adjourned at 5:03 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Alan L. Krieger, Mayor

MINUTES
SPECIAL CITY COUNCIL MEETING/ROUNDTABLE
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CITY COUNCIL CHAMBERS, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
February 1, 2011
4:00 p.m.

CALL TO ORDER

Mayor Krieger called the City Council meeting to order.

Councilmembers Present: Stuart, Mendoza, Beeson, Brooks, Johnson and Mayor Krieger
Councilmembers Absent: McClendon
Staffmembers Present: City Administrator, Gregory K. Wilkinson
City Attorney, Steven W. Moore
Various Department Heads or their representative
City Clerk, Lynda L. Bushong

I. ORDINANCE O2011-03 ANIMAL CONTROL REGULATIONS

Wilkinson stated the purpose of today's discussion is to identify any additional amendments the City Council wishes to make to the animal control regulations as proposed by Ordinance O2011-13; staff has prepared a list of possible revisions.

Discussion

Public Input and Timing

- **Mayor Krieger:** The ordinance was tabled to the Regular City Council meeting of February 16, 2011. The City Council has the opportunity tonight to give the proposed ordinance introduction, with adoption following at the February 16, 2011 meeting. However, the ordinance can be changed prior to introduction, without delaying it further.
- **Stuart:** The time of this meeting has prevented some people who might want to comment from doing so; however, the public will have another opportunity to address City Council on these issues at the adoption of the ordinance.

Animal Control Officers

- **Johnson:** An Animal Control Officer would need to be a City employee, per Arizona Revised Statutes, Title 9.
- **Moore** clarified that he issued a legal opinion to the City Administrator regarding this issue. It's not the City's practice to hire Animal Control Officers. The City hires an Enforcement Agency, which performs animal control services for the City. The City could hire Animal Control Officers; however, if it does, such an officer would have to be a City employee. Staff is not proposing that the City hire Animal Control Officers.
- **Johnson:** Other sections of Arizona Revised Statutes authorize the City to perform the animal control functions and that, if the City were to have an Animal Control Officer, the officer would have to be an unarmed City employee.
- **Wilkinson:** Two different terms are involved: Animal Control Officer and Enforcement Agency. The City Enforcement Agent is not an Animal Control Officer.

Feeding Ban/"Fix and Feed"

- **Beeson:** How will the City enforce the ban on feeding stray animals? Such a ban is desirable, but it could create animosity toward the City. Those who are feeding the animals won't just stop because new rules are adopted. Perhaps the section establishing the ban should be deleted. Since some residents expressed opposition to the regulation at the last City Council meeting, perhaps the City could offer the residents an opportunity to help solve the problem – perhaps via a volunteer program or by creating a voucher program for members of the community to contribute to money to offset the trapping of feral cats. The people should be empowered to take care of the problem on their own.
- **Wilkinson:** The “fix and feed” regulations exclude animals that have been spayed/neutered from the feeding ban. **Beeson:** Fix and feed encourages spaying/neutering. However, the City shouldn't create laws that will undoubtedly be broken because people are compassionate.
- **Mayor Krieger:** Could people who insist on feeding stray cats be required to sign up with the Humane Society or a local veterinarian indicating their location and the number of cats in the colony? This would give the City the ability to monitor colonies and respond to disease outbreaks. **Beeson** hesitated to pass a law that prohibits someone from an activity on their own property. However, requiring people to sign up would be a fair compromise.
- **Mayor Krieger:** The intent of the “fix and feed” requirements is to address the feral cat issue by gaining better control of colonies.
- **Stuart:** The requirement is reasonable and may encourage those feeding feral cats to work with the City.
 - **Mayor Krieger** stated that he feels the ordinance may bring in new groups to help – organizations such as Alley Cat Allies and Feline Friends.
- **Mendoza:** What about the elderly person who puts out food occasionally. According to the proposal, that would be a Class 3 Misdemeanor, subject to fines up to \$750. People will be breaking the law in their backyards and, although the City is not going to look over fences, the neighbors might. The penalty is too high; it should be lowered to the level of a petty offense or left up to the Code Enforcement Agent's discretion.
- **Mayor Krieger:** The City shouldn't prohibit people from feeding their neighbor's cat in their backyards. However, people tend to put food out for the feral cats on the curb; maybe the provisions should address feeding of strays on City property.
- **Stuart:** There are other laws currently on the books that aren't being enforced. This should be left to the judgment of the Enforcement Agent. The ordinance is supposed to be a response to a community need; if people aren't happy with it, they will be vocal.
 - **Johnson:** The regulations will likely be enforced on a complaint basis only. But without this authority, the City would likely continue to see extreme animal hoarding cases.
- **Mayor Krieger:** Further discussion is needed on the penalties.

Motion (Johnson/Stuart): That Ordinance O2011-03 be amended as follows:

- At Subsection 130-003 (B), to replace the word “animal” with the word “dog” at any place where the word “animal” appears: and,
- At Section 130-006, to add the following language to the end of the paragraph:

“The Code Enforcement Officer, at his/her discretion, may issue a warning for the first offense. It is not a violation of this section for any person to feed or shelter feral cats while working with a licensed veterinarian, animal control agency, or similar group registered with

the City to spay or neuter feral cats, which may be referred to as “fix and feed”.

- At Section 130-110, to replace the section in its entirety with the following language:

“All rights, duties, responsibilities and authorities to enforce this Chapter may be delegated by the City Council. The City Enforcement Agent shall be designated by contract, or appointed by motion or resolution of the City.”

Roll call vote: **adopted** 6-0.

Motion (Johnson/Stuart): To introduce Ordinance O2011-03, as amended.

Discussion

Public Input and Timing

- **Mendoza:** Because the introduction of this ordinance was delayed to February 16, 2011, the City should wait to give introduction on that date.
 - Tonight’s meeting is not being televised.
 - Numerous people who had signed up to speak were told to wait until February 16th.
 - Most people are at work at 4:00 p.m. in the afternoon.
- **Wilkinson:** It is not staff’s intent to deny the public an open forum. However, the public is expecting the City Council to take action on this item – further delay would be counterproductive.
 - The public is expecting the ordinance to be introduced at the next meeting, which was the intent of the motion to table the introduction.
 - There is no mandate to adopt the ordinance the Regular City Council Meeting of February 16, 2011.

Amendment Process

- **Wilkinson:** Introducing an ordinance puts it before the public for comment. Introducing the ordinance tonight will not preclude further discussion at adoption. The ordinance could be amended even on February 16th.
- **Moore:** The first reading of an ordinance is its introduction; the second reading constitutes its adoption.
 - If there is a material change between introduction and adoption, the ordinance would require a new introduction. There is nothing to prohibit further amendments, but each introduction would push the final adoption to a later meeting.
 - Introducing the ordinance tonight does not preclude further amendments at a later date.
- **Wilkinson:** The amendments made tonight were based on public comment; additional amendments can be considered, at the City Council’s discretion.
- **Moore:** An ordinance becomes effective 30-days after adoption, unless the legislation includes an emergency clause.
 - The City Council can amend any ordinance at any time; however, the amendment process begins at the introduction of the amending ordinance.
 - If the City Council adopts this ordinance and then decides to revise it, an amending ordinance would need to be introduced and adopted to effect the change.

- It is not uncommon that the implementation of broad legislation reveals requirements that need revision.
- An amending ordinance can be specific to only certain sections of the original ordinance; staff appreciates the opportunity of reviewing the implications of amendments prior to their being offered for a vote and of wording the motion appropriately.

Refocus on the Purpose

- **Mayor Krieger:** Over \$400,000 is spent out of the General Fund currently to fund animal control.
 - The ordinance creates an impact fee situation, causing those creating the impact to pay for the services and protecting the City's General Fund.

Licensing/Fees

- **Brooks** asked for clarification on how licensing would work and where the fees would go. Wouldn't the City be in conflict with the Humane Society if it takes over licensing responsibilities?
- **Mayor Krieger:** Yuma County has contracted with the Humane Society to handle the licensing of dogs countywide; the Humane Society does not have direct authority to license. A portion of the licensing fees goes to the Yuma County Health Department.
 - Currently, none of the fees collected from City residents for licensing returns to the City, forcing the City to pay for animal enforcement with General Fund dollars with no recoup of costs.
 - If the City begins a licensing program:
 - It would apply only to City residents.
 - The fees collected would go into an Enterprise Fund and the monies could only be spent for animal control.
 - A portion of the fees collected would still have to go to the Health Department.
 - By law, licensing requires proof of rabies vaccination
 - Staff is looking at ways to make licensing and vaccination easier.
 - The City could contract with the Humane Society to continue its licensing, with a portion of the fees going to pay for their services. Veterinarians could also be used, so that they could issue the license at the same time the vaccination is given. Again, they would be paid for their services.
 - Online licensing is also being considered; tags would come in the mail.
- **Wilkinson:** The City's licensing would be tracked through a database manager, who would not have a local storefront. The Humane Society and local veterinarians would have access to the database; in this way, licensing could be made more convenient and people would find compliance easier.
- **Moore:** In order to adopt a pet from the Humane Society, the pet must be vaccinated, spayed/neutered and licensed. The Humane Society sees to all of these activities when the animal is adopted. That practice could continue.
- **Wilkinson:** The details of how these options would be implemented have yet to be worked out, but the ordinance would correct the situation where the City is getting no funding for its animal control efforts.

Roll call vote: **approved** 4-2; Mendoza and Brooks voting nay

Beeson registered his disagreement with introducing the ordinance tonight and stated he would abstain from voting. **Moore** explained that an abstention for this reason is not a conflict of interest; therefore, Beeson's abstention will be the equivalent of a yes vote. **Wilkinson** noted that extensive outreach has been made to the community to keep them informed. **Mayor Krieger** stated that an article in today's newspaper drew attention to today's meeting and the meeting was properly posted.

II. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Mayor Krieger** adjourned the meeting at 4:57 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: April 6, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Permanent Extension of Premises: LZ Bar and Grill

SUMMARY RECOMMENDATION:
Approve an application for a Permanent Extension of Premises/Patio Liquor License Permit submitted by William Edward Malo, agent for LZ Bar & Grill, 2175 S. Harley Drive, Yuma, Arizona, for multiple yearly events. (EP11-03)

REPORT:
William Edward Malo, agent for LZ Bar & Grill, has applied for a Permanent Extension of Premises/Patio Liquor License Permit to hold events throughout the year and utilize the specified patio and parking area.

The dates for 2011 events are; April 15-16, April 30, May 14-15, May 21, June 11-12, July 1-3, July 30, August 13, September 3-4, and November 12. The dates for future events are anticipated to fall on the same holidays/weekends.

The application has been sent to Community Development, Police Department, Fire Prevention and the Business License Department for their review. No objections have been received.

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

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT: Application fee revenue: \$20.00			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Extension of Premises/Patio Liquor License Permit application 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		3/17/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Flora L. Hatch		3/17/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Declare Surplus and Authorize Sale of Equipment

SUMMARY RECOMMENDATION:

Declare as surplus and authorize sale of equipment through the online auction using the cooperative purchase agreement originated by the City of Tucson with Public Surplus, LLC, Provo Utah.

(Finance/Purchasing Division - Bid #2007000461) (Bill Pfannenstiel)

REPORT:

The City of Yuma uses the online auction services approved by City Council on February 7, 2007 for the disposal of obsolete items, surplus vehicles and specialized equipment that would not normally garner high resale value in a live auction because of the limited potential buyers in the local community.

City staff desires to auction the following equipment:

Equipment	Quantity
1983 Gorman-Rupp 8 inch Centrifugal pump	1
1989 Thompson 6 inch pump	1
1997 Bob Cat 763 Skid Steer Loader	1
1997 Wacker RD-880V Steel Roller	1
2005 Climline 230 HRC Crack Seal Machine	1
Vehicles	Quantity
2001 Dodge Intrepid	2
1996 Chevy K2500 Suburban 4x4	1

The equipment mentioned above is no longer used by City of Yuma.

This recommendation has the concurrence of Purchasing and Contracts Manager.

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: The cost of the services provided by the online auction service is not budgeted but is deducted from revenue generated by the individual auction sales. Revenue generated from the sale of this equipment will be deposited into the Equipment Replacement Fund.			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Pat Wicks		3/21/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Sherial Magallanes / Bill Pfannenstiel		3/17/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
 Sole Source Contract: Upgrade of Software, Maintenance and Support

SUMMARY RECOMMENDATION:
 Award Sole Source contract for the upgrade of the existing software, maintenance and support (one-year) at \$108,163.00 (plus tax) and future annual maintenance and support costs estimated not to exceed \$100,000.00 to:

Radio IP, Montreal Quebec, Canada

REPORT:
 On June 4, 2003, Council awarded a contract from a Request for Proposal to Motorola for the Integrated Wireless Mobile Data Solution. Radio IP was listed as a subcontractor to Motorola for their software. The City has had maintenance agreements with Radio IP since 2007.

Radio IP software is being used to secure and manage our mobile data computing activities, wireless infrastructures and data packet transmissions. This purchase is for the upgrade from the current software version to the next generation software, maintenance and support. These services are also being extended for use as part of the Yuma Regional Communications System (YRCS) Public Safety Software System. Future cost depends on number of additional users for the YRCS agencies.

Yuma City Code 36-39 authorized use of sole source procurements.

This recommendation has the concurrence of the Information Technology Service Director.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$108,163.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$108,163.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: 171 1540 579 9018 JAG10	
		\$0.00		
		\$0.00		
TOTAL:	\$108,163.00			
FISCAL IMPACT STATEMENT: Funding for this purchase is allocated under the grant fund as listed above. Additional funding to cover future maintenance cost and purchase of new client licenses will be included in future operational or grant budgets.				
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		3/31/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Connie Scoggins for Steven W. Moore		3/31/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/31/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Robin R. Wilson/Bill Pfannenstiel		3/31/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Bid Award: New 12" Waterline - Avenue 3E South of 16th Street

SUMMARY RECOMMENDATION:

Award to the lowest responsive/responsible bidder for the New 12" Waterline - Avenue 3E South of 16th Street, at a total cost of \$289,463.95 to:

CEMEX Construction Materials South, LLC Yuma, Arizona

(City Engineering-Bid #2010000369) Paul Brooberg

REPORT:

This project consists of connecting existing dead-end twelve-inch (12") diameter waterlines. The 16th Street waterline from the west presently terminates at Avenue 3E and the Avenue 3E waterline, running north from 24th Street, ends near the 20th Street alignment. The project will entail installation of approximately 2,600 feet of 12" diameter PVC pipe to connect the current pipe end points. This connection will provide system redundancy and continuity of service to City customers along these streets, should a pipe failure occur.

The bid was distributed for solicitation as follows:

BID STATISTICS	TOTAL	LOCAL VENDORS
Notices Sent Out	12	12
Bid Packages Distributed	29	16
Bids Received	6	5

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

FISCAL REQUIREMENTS	CITY FUNDS:	\$289,463.95	BUDGETED:	\$300,000.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$289,463.95	FY 2011 CIP No. 7.9996	
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/21/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Robin R. Wilson/Bill Pfannenstiel		3/21/2011		

BID SUMMARY
BID NO 2010000369
New 12" Waterline: Avenue 3E South of 16th Street

	CEMEX CONSTRUCTION MATERIALS Yuma, AZ	DPE CONSTRUCTION INC. Yuma, AZ	YUMA VALLEY CONTRACTORS CORP Yuma, AZ
Bid Items 1-17	\$275,679.95	\$276,961.50	\$294,346.42
5% Contingency	\$13,784.00	\$13,848.08	\$14,717.32
TOTAL BID	\$289,463.95	\$290,809.58	\$309,063.74
	R		
	B T Z Inc dba Zellers Yuma, AZ	HALL BROTHERS EXCAVATIONS LLC Yuma, AZ	PCA ARIZONA dba PYRAMID CONSTRUCTION Herber, CA
Bid Items 1-17	\$296,678.00	\$346,115.48	\$353,901.87
5% Contingency	\$14,833.90	\$17,305.77	\$17,695.09
TOTAL BID	\$311,511.90	\$363,421.25	\$371,596.96

R=Recommend



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
Bid Award: PVC Plastic Pipe Fittings and Related Accessories

SUMMARY RECOMMENDATION:

Award to the three responsive/responsible bidders with the highest discount offered for PVC Plastic Pipe Fittings and Related Accessories, a one-year contract with the option to renew for four additional one-year periods. Renewal will depend on the appropriation of funds and satisfactory performance. It is estimated the first year cumulative cost will be approximately \$15,000.00, which will exceed \$50,000.00 over the five-year life of the contract with the following firms:

Ewing Irrigation Products	Yuma, AZ
Yuma Nursery Supply	Yuma, AZ
Yuma Winnelson Company	Yuma, AZ

(City Wide - Bid #2011000220) (Bill Pfannenstiel)

REPORT:

This request is to secure a purchase order for the purchase and delivery of PVC Plastic Pipe Fittings and Related Accessories. PVC Plastic Pipe Fittings and Related Accessories are required by various departments throughout the City in the maintenance/repair of equipment and construction of various items.

Staff reviewed past usage and the cumulative commodity value may exceed the Informal Bid threshold of \$50,000.00, therefore staff performed a formal solicitation and requests City Council approval.

The bid was distributed for solicitation as follows:

BID STATISTICS	TOTAL	LOCAL VENDORS
Notices Sent Out	0	0
Bid Packages Distributed	13	4
Bids Received	4	4

FISCAL REQUIREMENTS	CITY FUNDS:	\$15,000.00	BUDGETED:	\$15,000.00
	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 departmental accounts	
	TOTAL:	\$15,000.00		
	FISCAL IMPACT STATEMENT: Funds are included in FY 2010-2011 Operating Budgets. This award is for an estimated amount based on estimated quantities. Purchases will be made as needed.			
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:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/21/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Mary E. Roman / Bill Pfannenstiel		3/21/2011		

**PVC PLASTIC PIPE FITTINGS AND RELATED ACCESSORIES
 BID #2011000220**

Flat Rate Discount	YUMA WINNELSON COMPANY Yuma, AZ	EWING IRRIGATION PRODUCTS INC Yuma, AZ	YUMA NURSERY SUPPLY Yuma, AZ	FERGUSON ENTERPRISES INC Yuma, AZ
1. PVC White Schedule 40 Fittings, Unions and Saddles. Spears Manufacturing Company	79.00%	78.00%	70.00%	47.00%
2. PVC White Schedule 80 Fittings, Unions, Class 150 Flanges, Tank Adapters & Expansion Joints. Spears Manufacturing Company	79.00%	72.00%	65.00%	47.00%
3. Compression Fittings, Check Valves, PVC Ball Valves and Saddles. Flo-Control	41.00%	52.00%	47.00%	47.00%
4. Weld-On Products and Water-Tite Products. IPS Corporation	52.00%	47.00%	56.00%	51.00%
5. Cresline Plastic Pipe Company	46.00%	61.00%	48.00%	47.00%
Delivery	3 days ARO	2 - 5 days ARO	1 - 7 Days ARO	5 days ARO
Prompt Payment Discount	5% net 10	0% net 30 days	0% net 30 days	0% net 30 days
	R	R	R	



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Finance
DIVISION: Purchasing

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

TITLE:
 Cooperative Purchase Agreement: Fleet Services Warehouse Stock Items

SUMMARY RECOMMENDATION:

Authorize the use of various cooperative purchase agreements for the purchase of Fleet Services Warehouse Stock Items, at an estimated annual amount of \$500,000.00 (excluding tax) to:

- State of Arizona
- Western States Contract Alliance (WSCA)
- Mohave Educational Services Cooperative
- US Communities
- The Cooperative Purchasing Network (TCPN)
- Strategic Alliance for Volume Expenditures (SAVE)
- Yuma Educational Purchasing Association (YEPA)
- Cooperative Agreements with various Municipal Agencies

(Bid #2008000488 & #2011000295 Field Operations/Fleet Services/Warehouse) (Joel Olea)

REPORT:

Cooperative contracts are competitively bid and awarded by various agencies to vendors that supply items such as: automotive and equipment repair parts; aftermarket, emergency vehicle accessories and other items as they become available. The City requires that purchases be made as needed for many of these items in support of daily operations of Fleet Services. Most of the purchases will be made through local vendors participating in these contracts, such as:

1. North End Auto Parts (NAPA)
2. AutoZone
3. O'Reilly Auto Parts
4. Bingham Auto and Truck Parts

Staff's recommendation is to utilize these contracts as feasible, adding and deleting vendors as updates or changes occur. The utilization of these contracts will provide lower prices due to volume purchasing, and will save in administrative costs by not having to repetitively bid the same commodities.

This recommendation has the concurrence of the Director of Field Operations and Fleet Manager.

FISCAL REQUIREMENTS	CITY FUNDS:	\$500,000.00	BUDGETED:	500,000.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$500,000.00	FY 2010-11 Operating Budget	
	FISCAL IMPACT STATEMENT: Funding is available in the FY 2010-2011 Operating Budgets to cover the expenditures for this contract. Purchases will be made as needed. 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:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/21/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Melinda Holmes/Bill Pfannenstiel		3/21/2011		

FISCAL REQUIREMENTS	CITY FUNDS:	\$29,850.00	BUDGETED:	\$29,850.00
	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: 531-9010-512-20-26	
	TOTAL:	\$29,850.00		
	FISCAL IMPACT STATEMENT: Funding for this project is listed under the various department and division under either support services or operation services.			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 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:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Pat Wicks		3/21/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Sherial Magallanes / Bill Pfannenstiel		3/17/2011		



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

April 6, 2011

DEPARTMENT:

Parks & Recreation

DIVISION:

Administration

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

TITLE:

Yuma Parks and Recreation Facility Naming List

SUMMARY RECOMMENDATION:

Approve the Yuma Parks and Recreation facility naming list for the purpose of standardizing the names of City facilities.

REPORT:

City Resolution R95-047 requires that the Yuma Parks and Recreation Commission and Yuma City Council approve naming of facilities managed by Yuma Parks and Recreation. City staff is bringing forward the current list of City Parks and Recreation facilities to make known the current naming conventions for each facility and seek City Council approval of the naming conventions as practiced and presented. The Park and Recreation/Arts & Culture commission approved the list and naming alternates at their March 17, 2011 meeting. Several facilities have naming alternates that provide a shorter version, for instance Kennedy Park or Kennedy Memorial Park.

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:
	Jerry Geier for Gregory K. Wilkinson	3/30/2011
	REVIEWED BY CITY ATTORNEY:	DATE:
	Richard W. Files for Steven W. Moore	3/29/2011
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
Becky Chavez	3/21/2011	
WRITTEN/SUBMITTED BY:	DATE:	
Roberta Ukura	3/21/2011	

**Yuma Parks and Recreation
Facility Naming Conventions
Approved by Parks and Recreation/Arts & Culture Commission
3-17-11**

Bark Park	Winsor Rotary Park
Barkley Ranch Park	Centennial Athletic Complex
Caballero Park	Cibola Athletic Complex or Cibola Athletic Field
Carver Park	Joe Henry Athletic Complex or Joe Henry Athletic Field
Clymer Park	Kiwanis Field
Desert Ridge Park	Ray Kroc Baseball Complex
Friendship Park	Sanguinetti Athletic Complex or Sanguinetti Athletic Field
Gateway Park	Shaw Field
Hacienda Park 1, 2, 3, or 4	Woodard Athletic Complex
Jennifer Wilson Park	Carver Pool
Joe Henry Park or Joe Henry Memorial Park	Kennedy Pool
Kennedy Park or Kennedy Memorial Park	Marcus Pool
Kiwanis Park	Valley Aquatic Center
Library Park or Heritage Library Park	Arroyo Dunes Golf Course
Marcus Park	Desert Hills Golf Course
Netwest Park	Clymer Recreation Center
Ocotillo Park	Joe Henry Optimist Center
Parkway Place Park	John Morris Cottage
Ponderosa Park	Martin Luther King Teen Center
Riverside Park	North End Community Center
Roxaboxen Park	Riverside Outdoor Education Center
Saguaro Park or Saguaro Neighborhood Park	Yuma Art Center
Sanguinetti Park or Sanguinetti Memorial Park	Historic Yuma Theatre
Smucker Park	Yuma Civic Center
Sunrise Optimist Park	Yuma Readiness and Community Center
Terraces Park	
Victoria Meadows Park	
West Wetlands Park	



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011

DEPARTMENT: City Administration

DIVISION: City Clerk

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

TITLE:
Intergovernmental Agreement: Yuma County Election Services

SUMMARY RECOMMENDATION:
Approve an Intergovernmental Agreement (IGA) between the City of Yuma, Yuma County and the Yuma County Recorder for the provision of election services for Fiscal Years 2011-2016.

REPORT:
The City of Yuma 2011 Primary and General Elections will be held on Tuesday, August 30, 2011 and Tuesday, November 8, 2011, respectively. Pursuant to Arizona Revised Statutes (ARS) §16-172, the City must enter into an agreement with the Yuma County Recorder in order to utilize the County voter registration rolls for the conduct of the election. In addition, the City must also enter into an agreement with Yuma County, pursuant to ARS §16-205, in order to participate in consolidated elections. Consolidated elections allow the City and County to jointly and efficiently coordinate the administration of the election, coordinate the purchasing of election supplies and for the City to utilize the County's voting and tabulation equipment. The previous five-year IGA with the County and the County Recorder for election services was approved by the City Council on April 2007 and will expire June 2011.

The proposed five-year IGA outlines specific duties and responsibilities of the City, the County and the Yuma County Recorder. It also provides for the City to reimburse the County for itemized election charges and the Yuma County Recorder for actual additional costs incurred for the election.

City and County staff have negotiated the proposed agreement and attorneys for both entities have approved the language form. This agreement must be approved by both the Yuma City Council and the Yuma Board of Supervisors. It is scheduled for the Board of Supervisor's consideration at their meeting on April 18, 2011. The agreement will become effective upon the date filed with the Yuma County Recorder.

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:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Lynda L. Bushong		3/16/2011		
WRITTEN/SUBMITTED BY:			DATE:	

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF YUMA,
THE YUMA COUNTY RECORDER,
AND THE
CITY OF YUMA

FOR THE PROVISION OF ELECTION SERVICES

THIS AGREEMENT is entered into _____, 2011, between the COUNTY OF YUMA (the "COUNTY"), acting by and through its duly elected governing body, the YUMA COUNTY RECORDER (the "RECORDER"), and THE CITY OF YUMA (the "CITY"), acting by and through its duly elected governing body.

I. RECITALS

1. The COUNTY owns and operates voting and ballot tabulating equipment and employs certified Election Officials.
2. The CITY seeks to participate in consolidated elections and pursuant to Arizona Revised Statutes §16-205(C), the CITY and COUNTY wish to enter into this Agreement.
3. The RECORDER is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the CITY requests the use of County registration rolls to conduct an election, and, by signature below, has resolved to enter into this Agreement.
4. The CITY is required by Arizona Revised Statutes §16-172 to enter into this Agreement if the CITY requests the use of the County Recorder registration rolls to conduct an election, and has, by proper CITY Council action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.
5. The COUNTY is empowered by Arizona Revised Statutes §11-251 and §11-952 to enter into this Agreement and has by appropriate Board action, determined to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the COUNTY.
6. The CITY is empowered by Arizona Revised Statutes §11-952 and by Article III, Section 13 of the Yuma City Charter to enter into this Agreement, and has, by proper CITY Council action, authorized the undersigned to execute this Agreement on behalf of the CITY.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The **COUNTY will:**

- a. Make available to the CITY support services, materials and supplies, including but not limited to: ballot cards, voting equipment, vote tallying equipment, precinct supplies, precinct personnel, precinct signature rosters, counting center personnel, early board processing personnel, and such other election materials, supplies and personnel as may be required for the conduct of the election as prescribed by law.
- b. Provide to the CITY a list of polling locations and a list of poll workers for approval by the CITY Council.
- c. Conduct logic and accuracy tests as required by law and publish all legal notices in connection therewith.
- d. Perform tabulation, prepare unofficial election results and transmit to the CITY Clerk, or designee.
- e. Defer to the City to announce City candidate results as determined under the method prescribed in the Yuma City Charter.
- f. Provide Election Department personnel necessary to effectively administer an election.
- g. At all times comply with the laws and regulations regarding the conduct of elections.
- h. Upon completion of an election, present to the CITY a detailed, itemized statement of charges incurred as a result of the election.

2. The **RECORDER will:**

- a. Ensure that the County registration rolls necessary for the CITY to conduct an election be provided to the CITY at least forty-five (45) days in advance of such election, with supplementation of the rolls provided at least once, as soon as possible after the twenty-ninth (29th) day preceding the election, and with further supplementation as may be necessary to conduct early voting or, with further supplementation as necessary, to conduct an all mail ballot

election, in the event such an election is authorized by the CITY.

- b. Ensure that an electronic data compilation, such as a computer tape, of the registration rolls be provided to the CITY within ten (10) days of a request by the CITY, for use by the CITY to prepare mailing labels or for such other election purposes as the CITY may require.
- c. Handle all early balloting for the CITY, including early voting requests, early ballot mailers, on-site early voting, signature verification and other early voting supplies and services that may be necessary.
- d. Ensure that the charges for reimbursement of expenses by the CITY is no more than the actual cost incurred in preparing the necessary lists, electronic data compilations or early voting supplies and services. Actual additional costs will include, but are not limited to: supplies, staff and personnel time as well as any machine time or other electronic data process time.
- e. Provide RECORDER personnel necessary to effectively administer early voting and other related services.
- f. Assist the City in providing necessary modification of precinct data as it relates to City-only elections or following a City annexation.

3. The **CITY will**:

- a. Create, translate, print and mail all publicity pamphlets.
- b. Publish all legal notices in connection with a CITY election with the exception of the logic and accuracy testing notification(s) as described in section 1(c) of this Agreement.
- c. At all times comply with the laws and regulations regarding the conduct of elections.
- d. Provide the County Elections Office with the names of any Write-in Candidates as prescribed by law.
- e. Reimburse the COUNTY for all charges for election materials, supplies, equipment and personnel required in direct support of the CITY election and clearly outlined in a detailed, itemized statement of charges within sixty (60)

days of submittal to the CITY of a reimbursement request by the COUNTY. The CITY shall establish and maintain a budget covering the payment of all such charges.

- f. Reimburse the RECORDER for the actual additional costs incurred by the RECORDER in the preparation of any lists, electronic data compilations or early voting supplies and services under this agreement within sixty (60) days of submittal to the CITY of a reimbursement request by the RECORDER.

III. DURATION OF AGREEMENT

1. This Agreement is for a term of five (5) years effective July 1, 2011 and terminating on June 30, 2016 and can be terminated at any time by any party, with or without cause, upon 120 written notices to the other parties. Upon termination of this Agreement, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement may be canceled in accordance with the provisions Arizona Revised Statutes §38-511, regarding Conflicts of Interest.
2. The COUNTY as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, and the RECORDER, engaged in the performance of its mandatory statutory duties, and the CITY, as a political subdivision of the State of Arizona, engaged in the performance of its mandatory statutory duties, all avow to the other that each has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
3. The provisions of the Records and Disposition Schedule promulgated by the Department of Library, Archives and public Records, Approved November 5, 2001, pertaining to the 3-year record retention by the RECORDER of receipts of fees are applicable to this Agreement.
4. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.

5. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Yuma County Elections Department
198 South Main Street
Yuma, Arizona 85364

Yuma County Recorder
410 South Maiden Lane
Yuma, Arizona 85364

City of Yuma
Office of the City Clerk
One City Plaza
PO Box 13012
Yuma, Arizona 85366

6. The CITY is responsible for all liability, damages or expenses involved in defending challenges to the CITY election arising out of the actions of the CITY and its officials, employees and agents.
7. E-verify requirements. To the extent applicable under Arizona Revised Statute §41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The party's breach of the above –mentioned warranty shall be deemed a material breach of the Agreement and the non-breaching party may terminate the Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.
8. Scrutinized Business Operations. To the extent applicable under Arizona Revised Statutes Title 35, Articles 7 through 9, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in the laws 2008 Ch. 9 nor Laws 2008 Ch. 295, as applicable. If a party determines that the other party submitted a false certification, the party may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below written.

YUMA COUNTY

YUMA COUNTY RECORDER

CASEY PROCHASKA
Yuma County Board of Supervisors

ROBYN STALLWORTH POUQUETTE
Yuma County Recorder

This ____ day of _____, 20__.

This ____ day of _____, 20__.

Attest:

CITY OF YUMA

ROBERT L. PICKELS, JR.
Clerk of the Board

GREGORY K. WILKINSON
City Administrator

Attest:

LYNDA L. BUSHONG
City Clerk

This ____ day of _____, 20__.

Pursuant to Arizona Revised Statutes §11-952, the foregoing Agreement has been submitted to the undersigned counsel who has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma, the County Recorder, and to the City of Yuma.

JON R. SMITH
YUMA COUNTY ATTORNEY

STEVEN W. MOORE
CITY ATTORNEY

Dated

Dated



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: City Engineering
DIVISION: Administration

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

TITLE:
 Intergovernmental Agreement: Yuma County

SUMMARY RECOMMENDATION:
 Approve an Intergovernmental Agreement with Yuma County for waterline installation along Avenue C, between 8th Street and 1st Street, at an estimated amount of \$545,565.00.

REPORT:
 Yuma County (County) intends to reconstruct and upgrade Avenue C, between 8th Street and the intersection of 1st Street and Figueroa Avenue, in Fiscal Year 2012.

The City of Yuma (City) has six-inch (6") and twelve-inch (12") diameter water distribution mains in Avenue C, which provide potable water and fire suppression services to nearby properties. These mains were constructed between 1949 and 1987.

Construction of the County's roadway and ancillary drainage facilities would result in significant modifications to the City lines and disruption of service to customers, while the modifications are being performed.

The most cost effective way for the City and County to satisfy their respective utility and roadway goals is to have the City - designed consolidation and replacement of the waterlines bid and constructed as part of the County project. In a similar manner to when Yuma County reconstructed 8th Street, between Avenue B and Avenue C, the contractor would construct and connect the City's waterline improvements as a part of the County contract, with a minimum of disruption to City customers. The City will provide all waterline construction inspection and documentation services. The estimated construction cost of the waterline is \$545,565.00.

The County is preparing its competitive bid package for the roadway improvements, to include the City's waterline consolidation and replacement. Construction is anticipated to start in late August 2011.

FISCAL REQUIREMENTS	CITY FUNDS: \$545,565.00	BUDGETED: \$550,000.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: FY 2011 CIP No. 7.9996
	TOTAL: \$545,565.00	
	FISCAL IMPACT STATEMENT: Project funding is available in FY 2011 and is proposed to be continued in FY 2012, under CIP No. 7.9996.	
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: Jerry Geier for Gregory K. Wilkinson	DATE: 3/30/2011
	REVIEWED BY CITY ATTORNEY: Richard W. Files for Steven W. Moore	DATE: 3/29/2011
	RECOMMENDED BY (DEPT/DIV HEAD): Paul Brooberg	DATE: 3/17/2011
	WRITTEN/SUBMITTED BY: Teresa Blackburn	DATE: 3/15/2011

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR WATERLINE INSTALLATION IN THE AVENUE C IMPROVEMENT PROJECT**

This Agreement is between the City of Yuma, Arizona, an Arizona municipal corporation (“City”) and the County of Yuma, a political body (“County”) pursuant to A.R.S. § 11-951 through § 11-954, as amended.

RECITALS

WHEREAS, the County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into this Agreement, and the City is empowered by A.R.S. § 11-951 et seq. and the Yuma City Charter, Article III, Section 13, to enter into this Agreement; and

WHEREAS, it is to the mutual benefit of both the City and the County to enter into an Agreement for the City to provide for the replacement of a City waterline (the “Project”), located within Avenue C between 8th Street and Figueroa Avenue, with construction and installation to be accomplished in conjunction with the County’s Avenue C, 8th Street to Figueroa Avenue, Street Paving and Storm Drain Improvement Project (the “County Project”); and

WHEREAS, the County Project involves reconstructing the above described roadway; and

WHEREAS, the City owns and controls certain properties through which the County's construction activities must pass and the County owns and controls certain properties through which the City's Project must pass; and

WHEREAS, the City desires to upgrade City waterline facilities in this same area; and

WHEREAS, the parties desire to cooperate in the completion of the Project; and

WHEREAS, the County can have its contractor install a new waterline, with the associated new service connections, pursuant to the plans prepared by the City and approved by the County; and

WHEREAS, by jointly constructing and installing the Project improvements with the roadway reconstruction, a cost savings will result to the City and avoid additional inconvenience to the public due to water service interruptions.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. Agreement to Construct the Project. The County shall cause the Project to be constructed and installed in accordance with the plans and specifications prepared by the City and approved by the County.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR WATERLINE INSTALLATION IN THE AVENUE C IMPROVEMENT PROJECT**

Section 1a. Use of Property. The City will allow the County and its agents and the County will allow the City and its agents to enter upon their respective properties for the purposes of the previously described County Street Paving and Storm Drain Improvement Project and the City Project, utilizing the encroachment permit process of each party, for which no fee will be assessed.

Section 2. Project Administration. The Project is to be administered in accordance with state, city, and county requirements. County will provide direction and approve all Project requirements, process Project documents as necessary, and administer all construction contracts. The City shall review and, when appropriate, concur with the Contractor's proposal for the additional cost to construct the Project improvements.

Section 3. Project Construction Inspection and Testing. The City shall provide all construction inspection and testing services for the Project and bear the cost for same. Copies of all test activities shall be provided to the County. The County shall provide all backfill compaction inspection and testing above the waterline.

Section 4. Payment of Costs for the Construction of the Project. The City shall pay to the County the costs for the installation of the Project. On the occurrence of the award of the construction contract for the Project currently estimated at \$545,565.00, the County shall estimate and invoice the City's cost of the Project and the City, within thirty (30) days of demand by the County, shall pay to the County said estimated share. Upon completion of the project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

Section 5. Ownership and Maintenance. Upon completion of construction, the City shall be the owner of the Project and shall provide for, at its own cost, proper maintenance or replacement of the Project.

Section 6. Authorization. This Intergovernmental Agreement has been approved by actions taken by the governing bodies of each of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Intergovernmental Agreement.

Section 7. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Intergovernmental Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 8. Recording. This Intergovernmental Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR WATERLINE INSTALLATION IN THE AVENUE C IMPROVEMENT PROJECT**

Section 9. Termination. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the Project as described herein.

Section 10. Compliance with Law. The County and the City must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

- A. **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.*

- B. **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.

Section 11. Attorney Fees and Costs. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

Section 12. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 13. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

Section 14. 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.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR WATERLINE INSTALLATION IN THE AVENUE C IMPROVEMENT PROJECT**

Section 15. Notices. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City of Yuma
City Engineer
155 W. 14th Street
Yuma, Arizona 85364

County of Yuma
County Engineer
2351 W. 26th Street
Yuma, Arizona 85364

DATED this ____ day of _____, 2011

CITY OF YUMA

COUNTY OF YUMA

By _____
Gregory K. Wilkinson
City Administrator

By _____
Kathryn "Casey" Prochaska, Chairman
Board of Supervisors

ATTEST:

ATTEST:

Lynda L. Bushong,
City Clerk

Robert L. Pickels, JR.
Clerk of the Board/County Administrator

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND THE COUNTY OF YUMA
FOR WATERLINE INSTALLATION IN THE AVENUE C IMPROVEMENT PROJECT**

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the Yuma City Charter, Article III, Section 13, and the laws of the State of Arizona to the City of Yuma:

Steven W. Moore, Yuma City Attorney

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

Edward P. Feheley, Deputy County Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Police
DIVISION: Administration

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

TITLE:
 Agreement: Mattel, Inc.

SUMMARY RECOMMENDATION:
 Authorize the City Administrator to execute a License Agreement with Mattel, Inc.

REPORT:
 Mattel, Inc., is a manufacturer of toys, games and other consumer products, including the scaled die-cast toy vehicle replicas known as "Hot Wheels." In 2012, Mattel, Inc. will be producing a line of the vehicle replicas to honor hometown heroes. Fifteen law enforcement agencies have been selected from across the country, whose patrol vehicles will be replicated as a Hot Wheels vehicle. The Yuma Police Department was among the fifteen agencies selected.

This agreement grants Mattel, Inc. a license to use the designs, emblems, official insignia, logos and likenesses, including accessories and paint schemes or other identifying representations associated with the Yuma Police Department. In consideration, Mattel, Inc. will provide the Yuma Police Department with several of the vehicles at no charge.

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: N/A			
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:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Jerry Geier		3/17/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Janet Udart		3/16/2011		

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of _____, 2011 (the "Effective Date") by and between the City of Yuma, Arizona, having its principal office at 1 City Plaza, Yuma, AZ 85364 (hereinafter referred to as "Licensor") and Mattel, Inc., a corporation organized under the laws of the State of Delaware, having a principal place of business at 333 Continental Boulevard, El Segundo, CA 90245-5012 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensor represents and warrants that it is the owner of various trademarks, copyrights and other proprietary rights in and to the Property as set forth below; and

WHEREAS, Licensee is engaged in the business of manufacturing and selling toys and games and other consumer products; and

WHEREAS, Licensee desires to use certain of Licensor's trademarks, copyrights, and other intellectual property in the manufacturing and distribution of Licensee's products, and

WHEREAS, Licensor is willing to license Licensee the right to use certain of Licensor's trademarks, copyrights, and other intellectual property in the manufacturing and distribution of Licensee's products under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Rights. Licensor hereby grants to Licensee a non-exclusive royalty-free worldwide license to use the trademarks, trade names, copyrights, designs, emblems, official insignia, logos and likenesses including names, accessories, rescue vehicle paint schemes and other visual or identifying representations associated with the Yuma Police Department (hereinafter referred to as the "Licensed Property") in conjunction with the manufacture, marketing, distribution, promotion and sale of various scaled die-cast and/or plastic toy replicas (motorized or non-motorized), related play sets and accessories (hereinafter referred to as the "Licensed Products"). The rights granted herein shall apply to all channels of distribution, including without limitation, direct marketing to consumers, the Internet and online marketing and sale. In addition to the foregoing rights, Licensor herein grants to Licensee the right to use the name, nickname, likenesses and visual or identifying representations of the Licensed Property in connection with the marketing and sale of the Licensed Products, including in advertising, selling, packaging and promotional and publicity materials relating to the Licensed Products.

2. Term. This Agreement shall become effective on the date first written above and shall continue in effect for a term expiring on December 31, 2013. Licensee, in its sole discretion, shall have the option to renew this Agreement for two additional one-year periods, by written notice given to Licensor at least sixty (60) days prior to the expiration of the then current term. Either party may

terminate this Agreement in the event that the other party materially breaches the terms of this Agreement or any of the warranties or representations made herein, provided that the non-breaching party provides the breaching party with written notice of such default and sixty (60) days within which to remove or cure such default. If there is no removal or cure of the default within such period, the Agreement may then be immediately terminated by the non-breaching party.

3. Approvals. In the event that Licensee does manufacture Licensed Products, then Licensee shall submit to Licensor electronic “e-sheet” (e.g. jpeg) samples of each Licensed Product (including packaging and artwork) for approval. Licensor shall have thirty (30) calendar days to approve or disapprove the electronic “e-sheet” samples, which Licensor shall not unreasonably delay. In any event, the failure by Licensor to provide written approval/disapproval within thirty (30) calendar days shall be deemed approved.

4. Legal Notice. Licensee agrees to affix a legal notice on the packaging and other materials that incorporate the Licensed Property in order to denote Licensor’s trademark and/or copyright in materials that incorporate the Licensed Property. The legal notice when used on the Licensed Products may be abbreviated in accordance with legal requirements and as space permits. Subject to Licensor's exclusive rights to the Licensed Property, Licensee is expressly permitted to apply to the Licensed Products any trademarks, artwork and designs that it selects and to apply appropriate patent, trademark and/or copyright notices. All such trademark and copyright notices shall be in the name of Licensee, subject to the Licensor's exclusive rights to the Licensed Property.

5. Licensed Product Samples. In the event that Licensee does manufacture Licensed Products, then, in full consideration for the rights granted to Licensee hereunder, Licensee agrees to furnish Licensor with two hundred (200) units of each of such Licensed Products at no charge, shipping and handling included. Licensee shall not be required to furnish to Licensor units of any SKU (Stock-keeping Unit, the identification number assigned to individual products) of any Licensed Products unless Licensee has completed a full and final production run for such SKU. No inadvertent failure of Licensee to provide any such Licensed Products to Licensor shall be deemed a breach of this Agreement, provided that, to the extent reasonably possible and provided that such Licensed Products are currently being manufactured, Licensee shall retrospectively provide such Licensed Products upon notice from Licensor of Licensee’s failure to do so. Notwithstanding the foregoing, Licensee shall have no duty to manufacture and/or sell any Licensed Products or to otherwise exploit the rights granted herein.

6. Ownership. Licensee acknowledges that nothing contained in this Agreement is intended as an assignment or grant to Licensee of any right, title or interest in or to the Licensed Property or the goodwill attached thereto. Licensor shall at all times remain the owner of any and all of the Licensed Property created by Licensor and used by Licensee in connection with the Licensed Products. Licensee shall own all intellectual property rights embodied in the Licensed Products excluding the Licensed Property.

7. Representations and Warranties; Indemnity. Licensor represents and warrants to Licensee that it is the sole owner of the Licensed Property and that it has the full power and authority to enter into this Agreement. Licensor agrees to indemnify Licensee against any loss and expense including its reasonable attorneys’ fees arising out of any claims, demands, or actions that may be

instituted against Licensee by reason of any claim of a superior right to any element of the Licensed Property. Licensee agrees that the Licensed Products shall be of a standard of quality as high as that of other similar Licensee products as of the date of this Agreement. Licensee agrees to indemnify Licensor against all third party claims arising out of its marketing or sale of the Licensed Products, including claims for personal injury, except that Licensor shall be solely responsible for any claims based upon use of the Licensed Property as permitted by this Agreement. Licensee shall have the right to control the defense and settlement of any such third party claims.

8. Termination and Effect of Termination. Upon expiration or earlier termination of this Agreement, Licensee agrees to discontinue all use of the Licensed Property, except that Licensee shall continue to have the right to sell off all existing inventory bearing the Licensed Property, whether completed or in the process of manufacture, for a period of six (6) months after expiration or early termination.

9. Assignment. Licensee and its subsidiaries may sublicense or assign among themselves and to their entities any and all of their rights and obligations hereunder. Licensee shall remain directly and primarily obligated under all the provisions of this Agreement and any default of this Agreement by its subsidiaries shall be deemed a default by Licensee hereunder.

10. Notices. All notices wherever required in this Agreement shall be in writing and sent by facsimile, certified mail or overnight delivery and shall be deemed given when sent or mailed.

11. Severability. If any provisions of this Agreement are for any reason declared to be invalid, the validity of the remaining provisions shall not be affected thereby.

12. Governing Law. This Agreement and each and every one of its provisions shall be interpreted under the laws of the State of Arizona.

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

14. Entire Agreement. This Agreement represents and expresses the entire agreement of the parties and supersedes all prior agreements, representations and understandings (whether written or oral) between the parties concerning the subject matter hereof. An amendment or modification of a term or condition of this Agreement must be in writing duly executed by both parties.

15. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or scanned email attachments, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MATTEL, INC.

CITY OF YUMA, ARIZONA

By: _____

By: _____

Name: Jeffrey Korchek

Name: Greg Wilkinson

Title: VP, Legal & Business Affairs

Title: City Administrator

Attest:

By: _____

Name: Lynda L. Bushong

Title: City Clerk

Approved as to Form:

By: _____

Name: Steven W. Moore

Title: City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: April 6, 2011
DEPARTMENT: Public Works
DIVISION: Fleet Services

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

TITLE:
 Intergovernmental Agreement: Yuma Metropolitan Planning Organization

SUMMARY RECOMMENDATION:
 Recommend approval of this Intergovernmental Agreement (IGA) between the City of Yuma and Yuma Metropolitan Planning Organization (YMPO) for the provision of vehicle wash services. This IGA is for one year term renewable for four additional one year terms.

REPORT:

This IGA will allow YMPO to utilize the truck wash facility at City of Yuma, Fleet Services to wash YMPO owned buses and related support vehicles on an as needed basis. YMPO has no washing service facilities for their vehicles. As such, the Fleet Services automated vehicle wash facilities can be utilized.

This agreement provides for YMPO to be billed on a monthly basis at an approximate rate of \$1082.00.

A copy of the IGA is attached for reference.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK:			
	1. 2. 3. 4. 5.			
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?				
<input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office				
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Joel Olea		3/16/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Charlie Caudill II		3/1/2011		

INTERGOVERNMENTAL AGREEMENT

This Agreement for Fleet Maintenance Service is made by and between the City of Yuma, Arizona, a municipal corporation (City), and Yuma Metropolitan Planning Organization (YMPO).

WHEREAS, the City of Yuma is authorized to enter into this Agreement by Article III, Section 13 of the Yuma City Charter and A.R.S. §11-951 et. seq.; and

WHEREAS, Yuma Metropolitan Planning Organization is authorized to enter into this Agreement by A.R.S. §28-363(1) and A.R.S. §28-401; and

WHEREAS, Yuma Metropolitan Planning Organization is in need of periodic washing services for its buses or vehicles used in the course of official business; and

WHEREAS, the City is willing to provide truck washing services on an as-needed basis for buses or vehicles owned or operated by Yuma Metropolitan Planning Organization in the conduct of its official business,

NOW, THEREFORE the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the services the City may provide to YMPO, to establish an inventory of vehicles owned or used by YMPO in the conduct of official business that may receive services, and to establish the charges and payment for services.

2. Term. This Agreement is for a one-year term beginning on March 1, 2011, renewable for four additional one-year terms at the sole option of the City.

3. Payment. YMPO shall pay City for services according to the City's current rate schedule attached hereto as Exhibit A. Rates are subject to change at any time upon thirty (30) days' notice to YMPO without further amendment to this Agreement. Billing will be based on a per vehicle, per use basis. YMPO will be billed \$1082.00 monthly based on the number of vehicles and rates in Exhibit A as of the date of execution of this IGA. The monthly amount billed will be adjusted by any additional vehicles added or additional washed per vehicle.

The City will invoice YMPO monthly. YMPO must make full payment within thirty (30) days of the invoice. Payment not received within 30 days will accrue interest at the rate of one and one-half (1 1/2) percent per month beginning on the thirty-first (31st) day following the date of the invoice. The City reserves the right to suspend services or terminate this Agreement without further notice if payments are not received on time.

4. Access to Fleet Services Facilities. City will provide services to only the vehicles listed in Exhibit A attached hereto. Services are for vehicle exterior wash only. City will provide reasonable access to the Fleet Maintenance Facilities, during normal working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except on City of Yuma observed holidays, and subject to such conditions and limitations as necessary for security purposes. Services to City vehicles and equipment will at all times have priority.

5. Termination. This Agreement may be terminated for any reason by either party upon 30 days notice to the other party. The City may terminate this Agreement without notice if YMPO fails to make payment for services rendered when due. Upon termination the City will send a final invoice within 60 days. YMPO shall remit final payment in full within 15 working days of the date of invoice.

6. Indemnity. Each party (as ‘indemnitor’) agrees to indemnify, defend and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury to any person (including death) or property damages but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

7. General Terms and Conditions.

A. Modification. Modification to this Agreement must be made in writing and signed by both parties. Notwithstanding the foregoing, Exhibit A may be supplemented or amended by attaching changes as revised Exhibits to this Agreement.

B. Conflict of Interest. This Agreement is subject to cancellation under the provisions A.R.S. §38-511.

C. Dispute Resolution. If a dispute arises between the parties regarding the interpretation or enforcement of this Agreement, the parties agree to work together in good faith to resolve such dispute. If the parties mutually agree, claims, disputes or other matters in question may be submitted for arbitration according to the Arizona Uniform Rules of Procedure for Arbitration. Requests for arbitration must be filed in writing with the other party to this Agreement.

D. Governing Law. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

E. Venue. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a Superior Court of Yuma County, Arizona.

F. Notices. All notice or demand upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City of Yuma
City Administrator
One City Plaza
P O Box 13012
Yuma, Arizona 85366

Yuma Metropolitan Planning Organization _
Executive Director
502 S. Orange Avenue
Yuma, Arizona 85364

G. Severability. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

H. Attorney's Fees. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement the prevailing party is entitled to reasonable attorney fees and costs as determined by the court.

I. Effective Date. This Agreement shall become effective upon the execution of two (2) originals by the parties hereto. This Agreement shall be effective April 1, 2011 through March 31, 2012.

J. Waiver. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

K. 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.*

L. Employment Eligibility. Each party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of 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.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

DATED this ____ day of _____, 2011.

CITY OF YUMA

YUMA METROPOLITAN
PLANNING ORGANIZATION

BY _____
Gregory K. Wilkinson
City Administrator

BY _____

Executive Director

ATTESTED:

BY _____
Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

BY _____
Steven W. Moore
City Attorney

Exhibit A

Types and quantities of YMPO vehicles and equipment to be included in this IGA for vehicle wash services:

- 1) 4 light-duty vehicles consisting of sedans, and $\frac{3}{4}$ ton pickups to be washed once per week.
- 2) 30 passenger transportation vehicles consisting of transit buses and YMPO vans to be washed once per week.

The current vehicle wash fee for the drive-through truck wash system is \$4.75 for light-duty vehicles, \$7.25 for vans, and \$ 9.25 for transit buses.

Billing of \$ 1082.00 for truck wash facility use will be on a monthly basis. This will be a flat fee based on the number of vehicles proposed to be washed in the above requested cycles.

This wash facility is an exterior-only wash facility. Each operator is responsible for drying the vehicles and cleaning the windows.

The wash facility is accessible during normal working hours of 7:00 a.m. to 5:00 p.m., Monday thru Friday, except on City of Yuma observed holidays, subject to change, with notification.



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	April 6, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	City Administration	<input checked="" type="checkbox"/> Resolution
DIVISION:	City Clerk	<input type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE:		
City of Yuma 2011 Primary and General Election		
SUMMARY RECOMMENDATION:		
Call of Election for the 2011 City of Yuma Primary and General Elections to be held August 30, 2011 and November 8, 2011, respectively.		
REPORT:		
<p>The City of Yuma Primary Election will be held on Tuesday, August 30, 2011 for the purpose of nominating and/or electing candidates for three Councilmembers and one Municipal Judge. The General Election will be held on Tuesday, November 8, 2011 for the purpose of electing the candidates.</p> <p>Candidate nomination packets are available at the Office of the City Clerk, located at Yuma City Hall, One City Plaza, beginning March 23, 2011. The first day for candidates to file nomination documents is Monday, May 2, 2011 and the last day to file nomination documents is Wednesday, June 1, 2011 at 5:00 p.m.</p> <p>Candidates who are elected to the positions of Councilmember and Municipal Judge will serve a four-year term beginning January 1, 2012 and ending December 31, 2015.</p>		

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
RECOMMENDED BY (DEPT/DIV HEAD):		DATE:		
Lynda Bushong		3/15/2011		
WRITTEN/SUBMITTED BY:		DATE:		

RESOLUTION NO. R2011-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, PROVIDING FOR A CALL OF ELECTION FOR THE 2011 PRIMARY AND GENERAL ELECTIONS, DESIGNATING THE ELECTION DATES AND PURPOSE, DESIGNATING THE DEADLINE AND LOCATION FOR CANDIDATES TO FILE NOMINATION PETITIONS AND DESIGNATING THE DEADLINE FOR VOTER REGISTRATION

WHEREAS, the City of Yuma Primary and General Elections for 2011 are required to be held on certain dates pursuant to Arizona Revised Statutes §16-204, which are August 30, 2011 and November 8, 2011, respectively; and,

WHEREAS, City of Yuma elections are required in order to fill the offices of three City Council seats and Municipal Judge, pursuant to the Yuma City Charter.

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

SECTION 1. That August 30, 2011 has been set as the date for holding the Primary Election in the City of Yuma, Arizona, for the purpose of nominating candidates for three (3) City Councilmembers and Municipal Judge whose names shall appear on the ballot at the General Election to be held on November 8, 2011. Any candidates receiving a majority of all the ballots cast at the Primary Election shall be declared elected without running at the General Election.

SECTION 2. That November 8, 2011 has been set as the date for holding the General Election in the City of Yuma, Arizona, for the purpose of electing three (3) City Councilmembers and a Municipal Judge.

SECTION 3. Candidates seeking municipal office may obtain nomination papers and other materials from the City Clerk's Office, located at Yuma City Hall, One City Plaza, beginning Wednesday, March 23, 2011. Candidate nomination papers are required to be filed at the City Clerk's Office. The first day to file nomination papers and other nomination forms is Monday, May 2, 2011 and the last day to file the nomination paperwork is 5:00 p.m. on Wednesday, June 1, 2011 at the City Clerk's Office in order for their names to appear on the Primary Election ballot.

SECTION 4. Yuma County registration and voting lists will be used for the Primary and General Elections. In order to be qualified to vote in the Primary Election, voters must be registered by August 1, 2011. To be qualified to vote in the General Election, voters must be registered by October 10, 2011.

Adopted this _____ day of _____, 2011.

APPROVED:

Alan L. Krieger
Mayor

ATTEST:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	April 6, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	City Engineering	<input checked="" type="checkbox"/> Resolution
DIVISION:	Administration	<input type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing

TITLE:
Development Fee Deferral: Ingold Family Investments, LLC

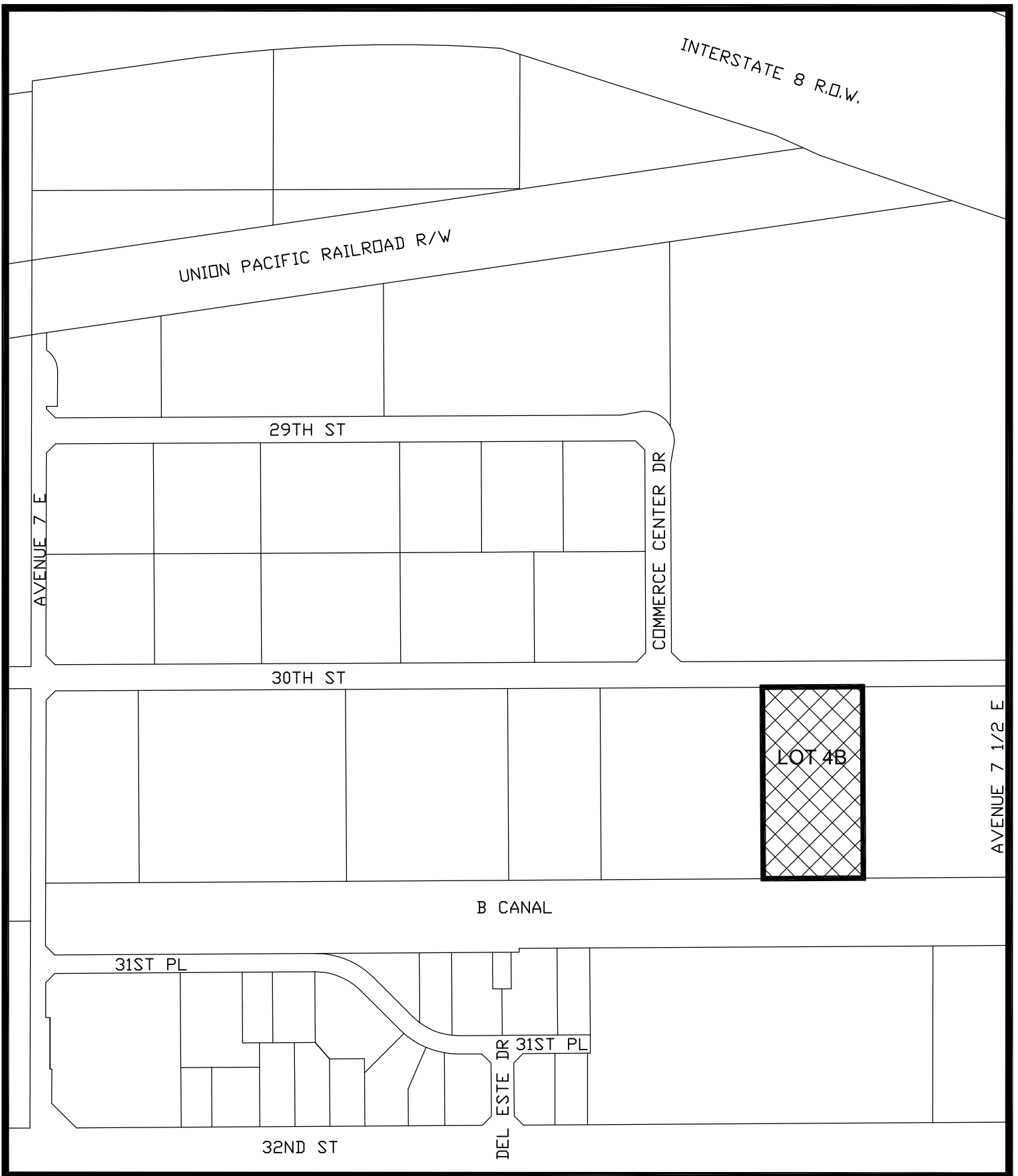
SUMMARY RECOMMENDATION:
Approve a Development Agreement with Ingold Family Investments, LLC, deferring Citywide Development Fees for Lot 4B of the Yuma Commerce Center (YCC) Lot 4 Multi-Tenant Building Lot Split.

REPORT:
City Administration and staff have met with the development community regarding local economic activity, particularly that of the construction industry, and have determined to recommend to City Council that for a period of one year (renewable for an additional year at the option of City Council), all Citywide Development Fees, along with water and sanitary sewer capacity fees, for residential, commercial and industrial development shall be eligible for deferral until prior to issuance of a certificate of occupancy. The eligibility for deferral is in accordance with the specific terms outlined in the attached proposed development agreement.

It is anticipated that deferring these development fees will help to stimulate economic activity and retain some of the construction jobs that are being lost due to the current economic downturn. The deferral must be accomplished in accordance with State statute (A.R.S. § 9-463.05(B)(3)) through a development agreement and supported by adequate security which will consist of a separate written promise to pay the deferred fees no later than at the time a certificate of occupancy is issued by the City.


Ingold Family Investments, LLC has requested a deferral of Citywide Development Fees for the property described in the proposed development agreement. The attached location map shows that site within the Yuma Commerce Center.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input checked="" type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Paul Brooberg		3/14/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Teresa Blackburn		2/28/2011		



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

LOCATION MAP

Subject Property = 



Prepared by: SERGIO PEÑUÑURI
 Checked by: RUSS REICHEL

CITY OF YUMA
 CITY ENGINEERING
 DEPARTMENT

DATE: 2-23-11
 SCALE: N.T.S
 REVISED:

CIP NO.
 74

RESOLUTION NO. R2011-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AUTHORIZING AND APPROVING A DEVELOPMENT
AGREEMENT DEFERRING CITYWIDE DEVELOPMENT FEES FOR
INGOLD FAMILY INVESTMENTS, LLC**

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

WHEREAS, A.R.S. § 9-463.05(B)(3) permits the deferral of payment of development fees for non-residential buildings as part of a development agreement; and

WHEREAS, both the City of Yuma and Ingold Family Investments, LLC agree that deferral of payment of Citywide Development Fees until prior to issuance of a certificate of occupancy, will promote economic activity within the City and shall constitute sufficient consideration for the deferral.

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

SECTION 1: That the deferral of Citywide Development Fees contemplated for the Ingold Family Investments, LLC property, described in the Development Agreement attached as Exhibit A, is approved in accordance with the terms of the Development Agreement.

SECTION 2: That the City Administrator is authorized and directed to execute the Development Agreement, which is attached hereto as Exhibit A and, by this reference, made a part hereof.

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

RESOLUTION NO. R2011-06

**EXHIBIT A
DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement"), in accordance with the Arizona Revised Statutes (A.R.S.) § 9-500.05, is by and between Ingold Family Investments, LLC, an California limited liability company ("Owner"), as owner of the real property described as Lot 4B of the Lot 4 YCC Multi-Tenant Building Lot Split, recorded as Yuma County Assessor's Fee #: 2004-27227, Book 20 of Plats, Page 41, (the "Property") and the City of Yuma, an Arizona municipal corporation ("City").

RECITALS

WHEREAS, Owner has requested a partial deferral of payment of Citywide Development Fees, and

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

WHEREAS, A.R.S. § 9-463.05(B)(3) permits the deferral of payment of development fees for a non-residential building; and

WHEREAS, for the mutual benefit of both parties, the sufficiency of which is acknowledged, the parties have entered into this Agreement to provide for the deferral of payment of Citywide Development Fees upon certain terms and conditions contained herein.

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

1. Purpose. This Agreement permits Owner to defer the payment of Citywide Development Fees attributable to tenant improvements until prior to issuance of a certificate of occupancy.
2. Term. This Agreement shall be effective upon execution by all of the parties hereto (the "Effective Date") and shall expire one year from the Effective Date (the "Expiration Date") unless the parties mutually agree to an earlier termination or the City Council, by proper motion, extends this Agreement for an additional one year term, in which case the Expiration Date shall be two years from the Effective Date.
3. Deferral Of Fees Benefit. Owner has paid Citywide Development Fees (the police facilities development fee, the fire and emergency medical services development fee, the general government facilities development fee, the public works facilities development fee, and the transportation development fee) totaling forty-three thousand four hundred twenty-nine dollars (\$43,429) at the warehousing rate on the proposed 46,800 square-foot

building improvements. After completion of the tenant improvements for office (24,610 Sq. Ft.) and warehouse (22,190Sq. Ft.) space and prior to issuance of any certificate of occupancy, temporary or otherwise, Owner shall pay the balance of the difference between the Citywide Development Fees charged at the office/institutional rate and the warehouse rate on the 24,610 square feet improved for office use. The deferred difference in fees totals fifty-five thousand, two hundred fifty dollars (\$55,841).

- a. Application. No later than at the time of application for the tenant improvements building permit, the Owner or Owners of the Property shall submit and sign a Request for Deferral of Citywide Development Fees. The deferred fees shall be calculated as shown in Attachment A, signed by Owner or Owners and the City Administrator or his designee, and shall constitute an enforceable contract for the payment to the City of all deferred development fees. The completed Request for Deferral of Citywide Development Fees, together with this Development Agreement, shall serve as the security required by statute for payment thereof.
 - b. Deferred Fees Due Upon Sale or Lease. Notwithstanding any sales contract or agreement to the contrary between Owner and the purchaser or lessee of any part or portion of the Property which has a fee deferral, Owner shall pay all deferred fees to the City prior to recording any deed transferring ownership or leasing any part or portion of the Property.
4. Notice. All notices, demands or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

OWNER:

Ingold Family Investments, LLC
Robert F. Ingold, Jr., Manager
202 S. 1st Ave. Suite 301-C
Yuma, AZ 85364

CITY:

City Administrator
City of Yuma
One City Plaza
P.O. Box 13014
Yuma, Arizona 85366-3014

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

5. Successors and Assigns. This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

6. Waiver. If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the other party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy. No waiver of any provisions of this Agreement shall be binding upon either party unless in writing signed by both Parties.
7. Governing Law and Venue. The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The Parties must institute and maintain any legal actions or other judicial proceeding arising from this Agreement in Yuma County Superior Court.
8. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.
9. Costs and Attorney Fees. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall recover, as part of such action or proceeding, all reasonable costs, expenses, and attorney fees as determined by the Court and not by a jury.
10. Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.
11. Recordation. The City shall record a copy of this Agreement no later than ten (10) days from date of entering into this Agreement pursuant to A.R.S. § 9-500.05.
12. Estoppel Certificate. The Parties agree that, upon not less than twenty one (21) business days prior written request from a party to this Agreement, a requested party shall execute, acknowledge and deliver to the party making such request a written statement certifying the current status of the Agreement, including whether or not, a party is in default of any obligation or duty set forth within the Agreement. Any such certificate may be relied on by a prospective purchaser or lessee of the Property, or any prospective lender.
13. No Partnership. This Agreement does not create and is not intended to imply a partnership or joint venture between Owner and City.
14. Good Standing; Authority. Each of the Parties represents and warrants to the other that it is duly formed and validly existing under the laws of the State of Arizona or a foreign corporation authorized to conduct business in the State of Arizona, and that the individual(s) executing this Agreement on behalf of their respective Party is authorized and empowered to bind the Party on whose behalf each such individual is signing.

[Remainder of Page Intentionally Blank]

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

DATED this _____ day of _____, 2011.

CITY OF YUMA:

INGOLD FAMILY INVESTMENTS, LLC

By: _____
Gregory K. Wilkinson
City Administrator

By: _____
Robert F. Ingold, Jr.
Manager

ATTEST:

By: _____
Lynda L. Bushong
City Clerk

By: _____
Philip Battaglia
Manager

APPROVED AS TO FORM:

By: _____
Steven W. Moore
City Attorney



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	April 6, 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:		
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:		
<p>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.</p> <p>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.</p> <p>Staff is not requiring any land dedications, or improvements as a condition for adding the Aesthetic Overlay (AO) zoning designation to the properties.</p>		
PUBLIC COMMENTS - EXCERPT FROM PLANNING AND ZONING COMMISSION MEETING MINUTES:		
QUESTIONS FOR STAFF		
<p>“David Koopmann – Chairman Planning and Zoning Commission, asked if there were additional impacts for the developer.</p> <p>“Bobette Bauermann – Principal Planner, said no.</p> <p>“Del Cave – Planning and Zoning Commissioner, asked if this was the property where the Sonic was located. Bauermann said yes.</p>		

“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**

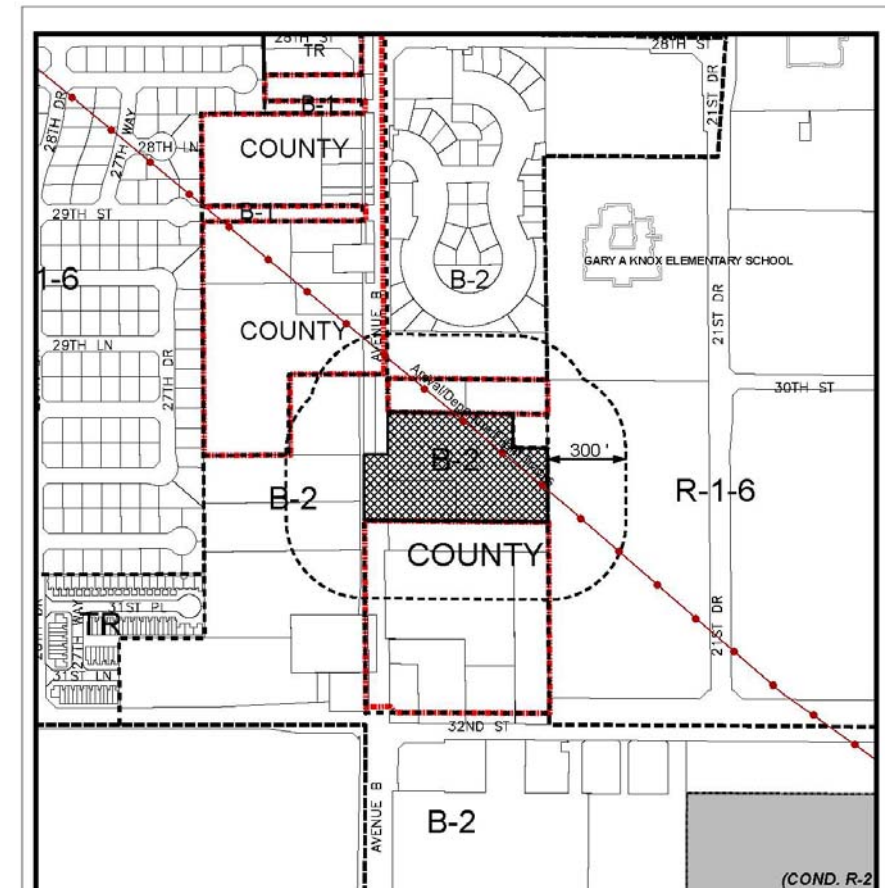
Hearing Date: February 14, 2011

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

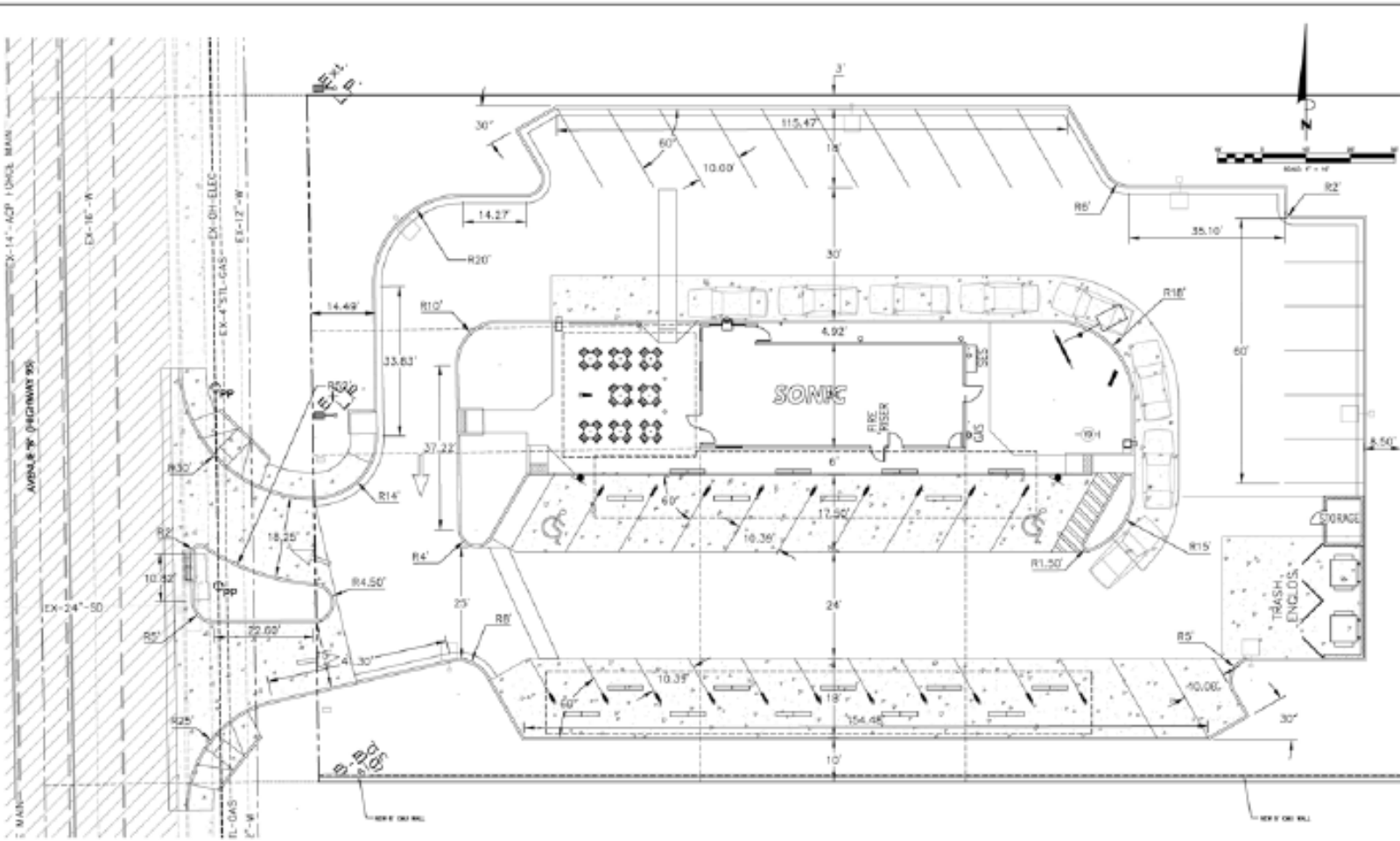
Project Planner: Bobette Bauermann, 373 -5000 #3038 Bobette.bauermann@yumaaz.gov
Principal Planner

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 A SITE PLAN



- NOTES**
1. DIMENSIONS ARE FROM FACE OF CURB.
 2. OWNER TO VERIFY EXISTING UTILITIES, OPERATIONS AND ALL SETBACKS FOR TRAFFIC SIGNATURE OF BUSINESS.
 3. OWNER TO CONSTRUCTION CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN.
 4. CONTRACTOR TO OBTAIN ENCROACHMENT PERMIT FOR ALL WORK WITHIN CITY RIGHT-OF-WAY.
 5. CONTRACTOR SHALL MAINTAIN ACCESS AT ALL TIMES.
 6. CONTRACTOR TO VERIFY ALL SETBACKS FROM NOTES PROVIDED. SETBACKS SHALL BE CLEARLY MARKED AND PROTECTED. OWNER TO VERIFY ALL SETBACKS TO ALL APPLICABLE REGULATIONS. OWNER TO VERIFY ALL SETBACKS TO ALL APPLICABLE REGULATIONS. OWNER TO VERIFY ALL SETBACKS TO ALL APPLICABLE REGULATIONS.

**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



City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	April 6, 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: Zoning Code Text Amendment: Conditional Use Permit Time Extensions		
SUMMARY RECOMMENDATION: Amend the City of Yuma Zoning Code, Title 15, Chapter 154, Sections 02.02 and 03.05 to grant authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits.		
REPORT: Planning and Zoning Commission Recommendation: On February 14, 2011, the Planning and Zoning Commission voted to recommend APPROVAL (4-1, with Cave voting nay, and Carter and Sorenson absent) to amend the City of Yuma Zoning Code, Title 15, Chapter 154, Sections 02.02 and 03.05 to grant authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits. Public Comments - Excerpt from Planning and Zoning Commission Meeting Minutes: QUESTIONS FOR STAFF “David Koopmann – Chairman Planning and Zoning Commission, asked why this was being considered. Joy Everett – Associate Planner, said the Hearing Officer processing time was shorter. Laurie Lineberry – Community Development Director, said for a time extension with no changes, this would be better for the Commission and for the applicant to have the Hearing Officer look at this case. “Del Cave – Planning and Zoning Commissioner, asked who was asking for this change. Everett said Staff. Cave asked how many Conditional Use Permits time extensions per year were received. Everett hypothesized five. Cave asked if there was any cost savings. Everett said it would be the same fee. Cave asked if the Hearing Officer was paid. Everett said yes. Lineberry said this would save time for the applicant. “Karen Conde – Planning and Zoning Commissioner, asked how the police department was involved in this. Everett said a request for comments was sent out to all departments, and the police responded to this particular case.		

“Clinton Underhill – Planning and Zoning Commissioner, asked if this was approved, would the next case have to be heard. **Lineberry** said this still needed to go before City Council. **Underhill** asked about the appeal process. **Lineberry** said she would have to check the ordinance.

APPLICANT / APPLICANT’S REPRESENTATIVE

None

OPEN PUBLIC COMMENT

“Bill DeNise, 1800 W. 17th Street, Yuma, saw the advantage of the Hearing Officer handling the time extension process instead of the Planning and Zoning Commission.

CLOSE PUBLIC COMMENT

“Richard Files, Deputy City Attorney, said there was a state statute that governed appeals for administrative decisions, and he would have to look that up. The zoning ordinance did not appear to have an appeals process of the Hearing Officer to the Planning and Zoning Commission.

MOTION

“Motion by Brockington, second by Conde, to APPROVE Case Number Z2010-017. Motion carried (4-1) with Cave voting nay and Carter and Sorenson absent.”

Planning Commission Staff Report - Attached

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Laurie Lineberry		3/14/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Stephanie Joy Everett		3/14/2011		



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

Hearing Date February 28, 2011

Case Number: Z2010-017

Project Description: Amend Chapter 154, Sections: 02.02 and 03.05 granting authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits.

Staff recommendation: Staff recommends **APPROVAL** of the request to amend the City of Yuma Zoning Code, Chapter 154, Sections: 02.02 and 03.05 granting authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits.

Suggested Motion: Move to approve the request to amend the City of Yuma Zoning Code, Chapter 154, Sections: 02.02 and 03.05 granting authority to the Hearing Officer to hear and decide applications for time extensions of Conditional Use Permits.

Staff Analysis: The Planning and Zoning Commission has the authority per the zoning code to hear and decide applications for Conditional Use Permits (CUP's) and for time extensions. The Hearing Officer currently has the authority per the zoning code to hear and decide CUP's for soil remediation cases, and uses requiring a federal or state permit.

This text amendment is to permit the Hearing Officer to hear and decide applications for time extensions of CUP's only. The Hearing Officer would be given the authority to review, approve, and/or deny any CUP time extension where there are no changes to the original CUP site plan, location, etc approved by the Planning and Zoning Commission.

The City of Yuma Police Department was concerned that the Hearing Officer could repeatedly approve time extensions, specifically even if conditions at the site may have changed. There is currently a limitation on the time extensions allowed for CUP's in the Zoning Code. §154-03.05 H. states that time extensions for CUP's can be granted for "no more than one additional year."

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

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

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

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

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

No The amendment does not change the range of uses identified of the Zoning Code.

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

No The proposed amendment will not change the development standards of the Zoning Code or Subdivision Ordinance. It will only change the administrative authority of the Hearing Officer, such that the Hearing Officer will hear and decide applications for time extensions for Conditional Use Permits.

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

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

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

N/A

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

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

Public Comments Received: None Received.

External Agency Comments: None Received.

Neighborhood Meeting Comments: No Meeting Required.

Proposed conditions delivered to applicant on: N/A

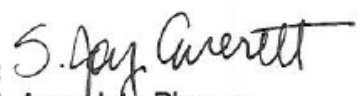
Final staff report delivered to applicant on: N/A

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

Attachments:

A
Draft Text

Project Planner: S. Joy Everett, Associate Planner 373 -5000 #3034

Prepared By:  **Date:** 2/3/11
S. Joy Everett, Associate Planner

Reviewed By:  **Date:** 2/3/11
Bobette Bauermann, Principal Planner

Approved By:  **Date:** 2.3.11
Laurie L. Lineberry, AICP,
Community Development Director

ATTACHMENT A
DRAFT TEXT

That the Yuma City Code, Title 15, Chapter 154, Section: 02.02 Hearing Officer, be amended to insert the following underlined text:

B. Authority. The Hearing Officer shall have the following authority:

1. To hear and decide applications for:

f. Time extension of Conditional Use Permits (only if there are no changes made to the previously approved CUP).

F. Conditional Use Permits. The Hearing Officer is responsible for the review and determination of conditional use permits related to soil remediation, time extension, and for any use that requires a state or federal permit. All conditional use permit decisions are appealable to the City Planning and Zoning Commission.

That the Yuma City Code, Title 15, Chapter 154, Section: 03.05 Conditional Use Permits, be amended to insert the following underlined text:

H. Expiration and Time Extensions.

2. Time extensions. The Commission, the Hearing Officer, or in the case of City Council approval, the Council, shall hold a public hearing to consider the granting of a time extension of no more than one additional year as follows:

d. Upon determination by the Commission, the Hearing Officer, or in the case of City Council approval, the Council, that there have been no changes in the circumstances, or the vicinity of the property, or use, which would render the previously approved conditional use permit inappropriate.

ORDINANCE NO. O2011-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AMENDING CHAPTER 154 OF THE YUMA CITY CODE, AS AMENDED, PROVIDING FOR CHANGES TO THE ZONING CODE TO GRANT AUTHORITY TO THE HEARING OFFICER TO HEAR AND DECIDE APPLICATIONS FOR TIME EXTENSIONS OF CONDITIONAL USE PERMITS AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF

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

WHEREAS, the City of Yuma Planning and Zoning Commission held a public hearing on February 14, 2011, in Zoning Case No: Z2010-017 in the manner prescribed by law for the purpose of amending the City of Yuma Zoning Code; and,

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

WHEREAS, The City Council has considered the recommendation of the Planning and Zoning Commission regarding Case No: Z2010-017 and finds that the zoning code text amendment fulfills the goals and objectives of the Yuma General Plan, and is in basic harmony with the goals and objectives of the City of Yuma Zoning Code.

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

SECTION 1. That the Yuma City Code, Title 15, Chapter 154, Section 02.02 be amended to insert the following underlined text:

§154-02.02 Hearing Officer.

B. Authority. The Hearing Officer shall have the following authority:

1. To hear and decide applications for:

f. Time extension of Conditional Use Permits (only if there are no changes made to the previously approved CUP).

F. Conditional Use Permits. The Hearing Officer is responsible for the review and determination of conditional use permits related to soil remediation, time extension, and for any use that requires a state or federal permit. All conditional use permit decisions are appealable to the City Planning and Zoning Commission.

That the Yuma City Code, Title 15, Chapter 154, Section: 03.05 Conditional Use Permits, be amended to insert the following underlined text:

§154-03.05 Conditional Use Permits

H. Expiration and Time Extensions.

2. Time extensions. The Commission, the Hearing Officer, or in the case of City Council approval, the Council, shall hold a public hearing to consider the granting of a time extension of no more than one additional year as follows:

- d. Upon determination by the Commission, the Hearing Officer, or in the case of City Council approval, the Council, that there have been no changes in the circumstances, or the vicinity of the property, or use, which would render the previously approved conditional use permit inappropriate.

SECTION 2. It shall be unlawful for any person, firm or corporation to violate, or cause the violation of, any provision of this ordinance. Any person, firm or corporation violating any of the provisions in this ordinance shall be guilty of a class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$1,000 or by imprisonment for not more than ten days or both fine and imprisonment. Each separate day or part thereof during which any violation of this ordinance occurs or continues shall be deemed to constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

Adopted this _____ day of _____, 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:	April 6, 2011	<input type="checkbox"/> Motion
DEPARTMENT:	City Engineering	<input type="checkbox"/> Resolution
DIVISION:	Administration	<input checked="" type="checkbox"/> Ordinance - Introduction
		<input type="checkbox"/> Ordinance - Adoption
		<input type="checkbox"/> Public Hearing
TITLE:		
Amendment: Citywide Development Fees		
SUMMARY RECOMMENDATION:		
Amend City Code, Title 15, Chapter 157, Sections 157-005(B), making the three-year update of Citywide Development Fees permissive rather than mandatory.		
REPORT:		
<p>Unless vetoed by the Governor, in every year since 2005, the Arizona legislature has passed legislation changing the development fee enabling statute, Arizona Revised Statutes (A.R.S.) § 9-463.05. A legislative moratorium on any new fees or increase in fees has been extended through June 30, 2012, and there is currently proposed legislation with sweeping changes to the development fee statute.</p> <p>Unlike the state statute, the City's ordinance currently requires an update "every three years, starting from the date of adoption of this chapter." The City accomplished its first update in May 2007. The second three year anniversary of the effective date of the ordinance would be December 6, 2011. Changing this section of the City Code to a permissive update will permit the City the option of an update, while also conforming this section of the City Code with A.R.S. § 9-463.05.</p> <p>Given the turmoil with the enabling statute at the legislature and current City budgetary restraints in paying for an updated methodology report that would possibly run afoul of the moratorium if the methodology report showed a need for a development fee increase, it is recommended that the City Council amend the Citywide Development Fee ordinance to reflect a permissive update of Citywide Development Fees and methodology report rather than a mandatory update. To accomplish this, the attached proposed ordinance amends City Code Section 157-005(B).</p>		

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. 2. 3. 4. 5.			
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? <input type="checkbox"/> Department <input type="checkbox"/> City Clerk's Office			
SIGNATURES	CITY ADMINISTRATOR:		DATE:	
	Jerry Geier for Gregory K. Wilkinson		3/30/2011	
	REVIEWED BY CITY ATTORNEY:		DATE:	
	Richard W. Files for Steven W. Moore		3/29/2011	
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
Paul Brooberg		3/15/2011		
WRITTEN/SUBMITTED BY:		DATE:		
Teresa Blackburn		3/7/2011		

ORDINANCE NO. O2011-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA,
ARIZONA, AMENDING CHAPTER 157 OF THE YUMA CITY CODE,
SECTION 005(B) TO MAKE THE THREE YEAR UPDATE PERMISSIVE
RATHER THAN MANDATORY**

WHEREAS, pursuant to A.R.S. § 9-463.05, the City Council adopted the Citywide Development Fee Ordinance (02005-74) on September 7, 2005, effective December 6, 2005, as amended, and,

WHEREAS, under the present City Code, a three-year update of the development fees and methodology report is mandatory, and,

WHEREAS, the Arizona Revised Statutes (A.R.S.) § 9-463.05 does not mandate a three-year update, and,

WHEREAS the City intends to make the three-year update and methodology report permissive, rather than mandatory, in conformance with A.R.S. § 9-463.05,.

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

SECTION 1: That Yuma City Code, Title 15, Chapter 157, Section 005(B), shall be amended to read as follows:

(B) *Three-year updates.* Every three years, starting from the date of adoption of this chapter, the City may update the development fees adopted by this chapter, including the preparation of an updated methodology report, which demonstrates appropriate development fee amounts, fee districts, and other appropriate land use classifications and criteria.

SECTION 2: That the remainder of the Citywide Development Fee Ordinance shall remain in full force and effect and unchanged.

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

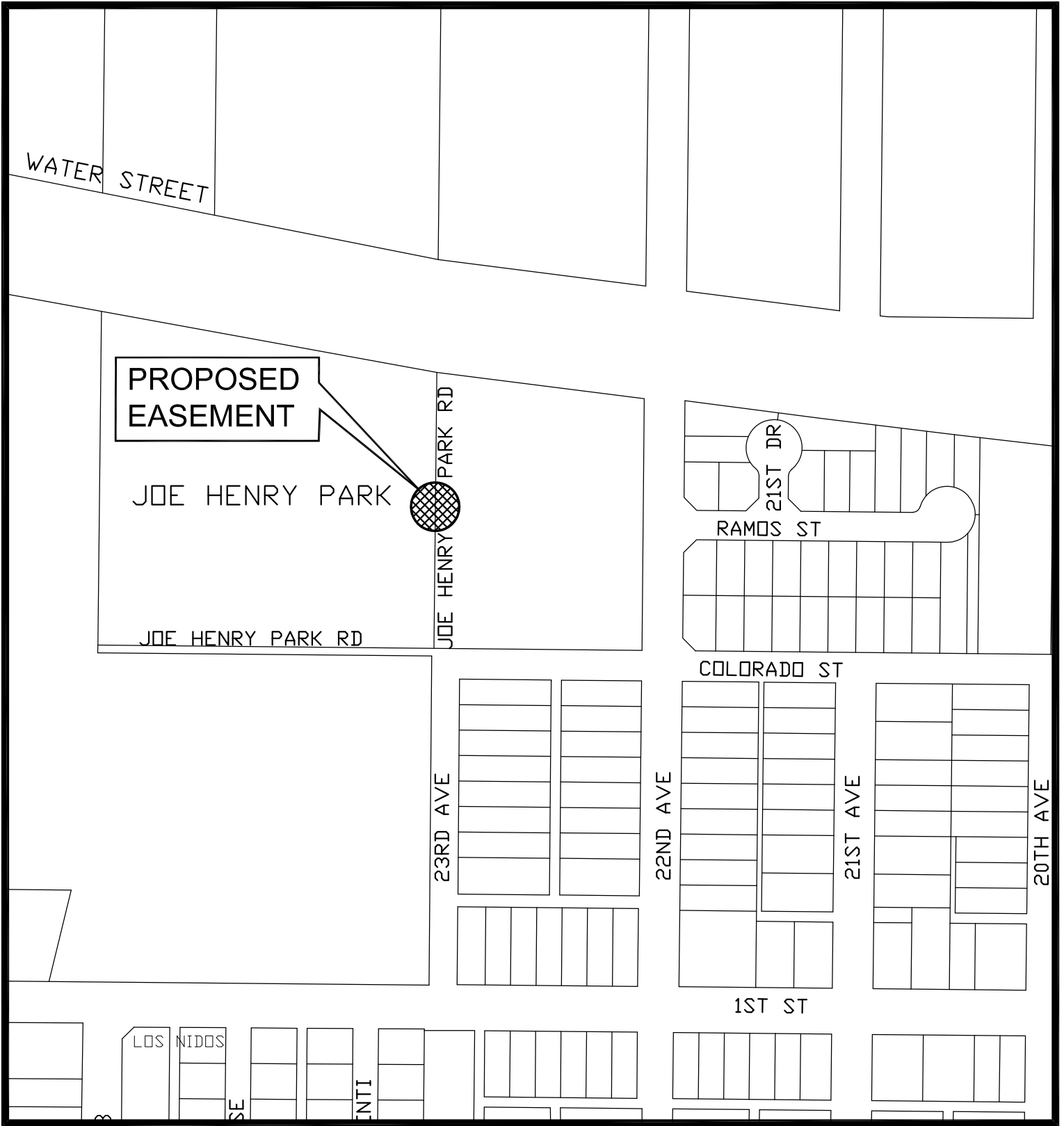


City of YUMA

REQUEST FOR CITY COUNCIL ACTION

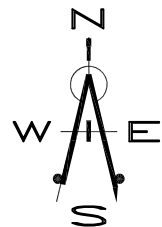
MEETING DATE: DEPARTMENT: DIVISION:	April 6, 2011 City Engineering Administration	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance - Introduction <input type="checkbox"/> Ordinance - Adoption <input type="checkbox"/> Public Hearing
TITLE: Easement to Arizona Public Service Company		
SUMMARY RECOMMENDATION: Authorize the conveyance of an easement to Arizona Public Service Company (APS) for power supply to Joe Henry Park facilities.		
REPORT: Expansion of restroom, roadway and parking facilities at the City of Yuma (City) Joe Henry Park (Park) requires the installation of additional power service lines and appurtenances within the Park and an easement to allow APS access necessary to service those lines. The requested easement site is to be along the eastern side of the Park. A location map of the easement site is attached. To facilitate the installation of the APS facilities within the Park and provide access to the site, the City has provided APS with an encroachment permit.		

FISCAL REQUIREMENTS	CITY FUNDS: \$30.00	BUDGETED: \$30.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP: FY 2011 CIP No. 2.0301
	TOTAL: \$30.00	
	FISCAL IMPACT STATEMENT: Funds shown as necessary are for recording fees for the proposed easement.	
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: Jerry Geier for Gregory K. Wilkinson	DATE: 3/30/2011
	REVIEWED BY CITY ATTORNEY: Richard W. Files for Steven W. Moore	DATE: 3/29/2011
	RECOMMENDED BY (DEPT/DIV HEAD): Paul Brooberg	DATE: 3/23/2011
	WRITTEN/SUBMITTED BY: Teresa Blackburn	DATE: 3/21/2011



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

LOCATION MAP



Checked by: PAUL BROOBERG	CITY OF YUMA CITY ENGINEERING DEPARTMENT	DATE: 2-7-11	C.I.P 2.0301(2) 104
Prepared by: SERGIO PEÑUÑURI		SCALE: N.T.S	
REVISED:			

ORDINANCE NO. O2011-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING AND DIRECTING THAT CERTAIN PARCELS OF REAL PROPERTY, HEREINAFTER DESCRIBED, BE CONVEYED BY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY BY THE CITY OF YUMA, FOR THE REASON THAT SUCH EASEMENT IS REQUIRED FOR THE CONSTRUCTION, EXPANSION, OPERATION AND MAINTENANCE OF CITY OF YUMA FACILITIES

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

WHEREAS, such conveyance of easement rights to Arizona Public Service Company has been determined to be necessary for and beneficial for the construction, expansion, operation and maintenance of City Joe Henry Park facilities.

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

SECTION 1: City staff is hereby authorized and directed to execute such easement for property as shown in Exhibit A, attached hereto and by this reference made a part hereof, as such easement is necessary to the construction, expansion, operation and maintenance of City of Yuma facilities (Joe Henry Park) for the public interest and would be of public benefit.

SECTION 2: That the duly authorized disbursing officers of the City of Yuma are hereby authorized and directed to pay all sums necessary to convey said easement property, together with recording fees, escrow, title insurance, closing and all other costs necessary in the acquisition of said property.

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

Exhibit A

A 10.00-foot wide easement centered on a line located in that part of Section 34, Township 16 South, Range 22 East, San Bernardino Base & Meridian, Yuma County, Arizona, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 34; thence South 00°28'13" West along the West Line of said Section 34 a distance of 342.50 feet to a point, being the TRUE POINT OF BEGINNING of said line; thence South 89°02'48" East a distance of 78.59 feet to a point; thence South 01°35'44" West a distance of 79.59 feet to a point; thence South 53°48'37" East a distance of 11.00 feet to a point; thence South 89°30'56" East a distance of 10.00 feet to the POINT OF TERMINATION of said line.

AND

A 10.00-foot wide easement centered on a line located in that portion of Section 33, Township 16 South, Range 22 East, San Bernardino Base & Meridian, Yuma County, Arizona, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 33; thence South 00° 28' 13" West along the East Line of said Section 33 a distance of 342.50 feet to a point, being the TRUE POINT OF BEGINNING of said line; thence North 89°02'48" West a distance of 14.59 feet to a point; thence South 04°28'43" West a distance of 11.39 feet to a point; thence North 89°59'59" West a distance of 10.00 feet to the POINT OF TERMINATION of said line.